



## **Town of Chino Valley**

### **MEETING NOTICE TOWN COUNCIL**

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**REGULAR MEETING  
Tuesday, August 12, 2014  
6:00 P.M.**

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

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### **AGENDA**

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

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

- a)** Consideration and possible action to proclaim August 2014 as Child Support Awareness Month, sponsored by the Department of Economic Security, Division of Child Support Services. (Mayor & Council)
- b)** Presentation of the Annual Report by Tracie Schimikowsky, CEO/President, Chino Valley Area Chamber of Commerce, as required by the Accountability Contract between the Town and Chamber. (Robert Smith, Town Manager)
- c)** Presentation of the lease proposal for Old Home Manor by the Yavapai County Youth Livestock Association (YCYLA). (Mayor Marley)

**3) CALL TO THE PUBLIC**

*Call to the Public is an opportunity for the public to address the Council concerning a subject that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.*

**4) RESPONSE TO THE PUBLIC**

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

**5) CURRENT EVENT SUMMARIES AND REPORTS**

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

- a) Presentation by Development Services Director Ruth Mayday regarding the Old Home Manor Industrial Park Economic Development Administration (EDA) Grant Presentation to NACOG on August 7, 2014.
- b) Status report by Town Manager Robert Smith regarding Town accomplishments, and current or upcoming projects.

**6) CONSENT AGENDA**

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

- a) Consideration and possible action to approve the May 15, 2014 study session minutes. (Jami Lewis, Town Clerk)
- b) Consideration and possible action to waive Town fees for the Territorial Days activities for the Lions and the Lionesses. (Cecilia Gritman, General Services Director)
- c) Consideration and possible action to rescind the Intergovernmental Agreement for Election Services between the Yavapai County Board of Supervisors and the Yavapai County Recorder and the Town of Chino Valley, approved on July 8, 2014, and approve corrected Intergovernmental Agreement for Election Services between the same parties (Jami Lewis, Town Clerk)
- d) Council will recess to observe Councilmember Hatch's birthday.

**7) ACTION ITEMS**

- a) Consideration and possible action to approve an Accountability Contract between the Town of Chino Valley and the Chino Valley Chamber of Commerce in the amount of \$45,000. Funding source: \$38,000 to come from Non-Departmental outside agency line and \$7,000 to come from Contingencies. (Robert Smith, Town Manager)

Recommended Action: Approve an Accountability Contract between the Town and the Chino Valley Chamber of Commerce in the amount of \$45,000.

- b) Consideration and possible action to approve Financial Report for the month ended June 30, 2014. (Joe Duffy, Finance Director)

Recommended Action: Approve Financial Report for the twelve months ended June 30, 2014.

- c) Consideration and possible action to adopt Resolution No. 14-1044, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2014/2015, pursuant to Section 48-616, Arizona Revised Statutes. (Joe Duffy, Finance Director)

Recommended Action: Approve Resolution No. 14-1044, levying and assessing the ad valorem tax for the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2014/2015.

- d) Consideration and possible action to approve the 2014-15 Roadway Resurfacing Program in an amount not to exceed \$150,000.00 as proposed. (Ron Gritman, Public Works Director/Town Engineer)

Recommended Action: Move to approve the 2014-15 Roadway Resurfacing Program in an amount not to exceed \$150,000.00 as proposed.

- e) Consideration and possible action to to reschedule the November 11, 2014 regular meeting and cancel the November 25 and December 23, 2014 regular meetings. (Jami Lewis, Town Clerk)

Recommended Action: Reschedule the November 11, 2014 regular meeting to November 18, 2014 and cancel the November 25 and December 23, 2014 regular meetings.

**8) EXECUTIVE SESSION**

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

- a) An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider its position and instruct the Town Attorney regarding the Town's position regarding a Settlement and Release Agreement and an Agreement to Extend the Operation and Maintenance Services Agreement with Fann Contracting, Inc. related to the construction of the wastewater treatment plant and potential fiscal impacts and alternative funding sources. (Robert Smith, Town Manager)

**9) ACTION ITEMS RESUMED**

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

- a) Consideration and possible action to approve a temporary extension of that portion of the Construction Manager at Risk Contract between the Town of Chino Valley and Fann Contracting, Inc., dated June 12, 2003 and all amendments thereto, providing for Fann to perform Operations and Maintenance Services of the Chino Valley Wastewater Collection, Treatment and Effluent Discharge Project. (Robert Smith, Town Manager)

**10) ADJOURNMENT**

Dated this 6th day of August, 2014.

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 1-(800) 347-1695 (Arizona Relay Service) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting.

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

**CERTIFICATION OF POSTING**

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

Date: \_\_\_\_\_ Time: \_\_\_\_\_ By: \_\_\_\_\_  
Jami C. Lewis, Town Clerk



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. **2. a.**

**Meeting Date:** 08/12/2014  
**Contact Person:** Liz Hart, Deputy Town Clerk/Records Technician  
Phone: 928-636-2646 x-1210  
**Department:** Town Clerk  
**Item Type:** Presentation Only  
**Estimated length of Staff Presentation:** 5 minutes  
**Physical location of item:** N/A

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#### AGENDA ITEM TITLE:

Consideration and possible action to proclaim August 2014 as Child Support Awareness Month, sponsored by the Department of Economic Security, Division of Child Support Services. (Mayor & Council)

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#### Attachments

Child Support Awareness Month

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## PROCLAMATION

### *Child Support Awareness Month– August 2014*



**Whereas**, the safety and well-being of children is paramount and families need financial means and stability to protect and assist their children; and

**Whereas**, providing resources to aid parents in succeeding can make a difference in helping to promote long-term security and enriching a child's life and will make our children stronger; and

**Whereas**, parents and/or caretakers, through a strong work ethic and personal responsibility, can provide a stable foundation for life to children who are dependent upon them for their daily financial, emotional and physical growth; and

**Whereas**, collaborative community partnering with parents can assist in identifying valuable resources that may be necessary to achieve self-sufficiency, including employment, education, parenting time, health care, and other services, to obtain the best possible outcomes; and

**Whereas**, community partnerships can serve as a strong resource to families by providing constant family support and guidance, and give families the power to decide their children's future; and

**Whereas**, recognizing that education plays a critical role in improving Arizona's opportunities for growth and prosperity for parents as well as children and ensures children are well-equipped for school and achieve academic success at all levels; and

**Whereas**, enhanced occupational and literacy skills, enables parents to be more competitive in the workforce, improves self-esteem, provides for better paying jobs and greater employment opportunities; and

**Whereas**, the Department of Economic Security, Division of Child Support Services is committed to assisting parents in realizing their financial responsibilities, updating and maintaining open, continuous, consumer-friendly communications, and engaging with parents and diverse family structures, to assist them towards greater self-sufficiency to attain the best results for Arizona's children;

**Now, Therefore**, I, Chris Marley, Mayor of the Town of Chino Valley, do hereby proclaim August 2014 as CHILD SUPPORT AWARENESS MONTH in Chino Valley, Arizona, and urge all of our citizens to recognize this observance.

**In Witness Whereof**, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 12th day of August 2014.

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Chris Marley, Mayor

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ATTEST: Jami C. Lewis, Town Clerk



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. **2. b.**

**Meeting Date:** 08/12/2014  
**Contact Person:** Robert Smith, Town Manager  
Phone: 928-636-2646 x-1201  
**Department:** Town Manager  
**Item Type:** Presentation Only  
**Estimated length of Staff Presentation:** 5 minutes  
**Physical location of item:** N/A

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#### AGENDA ITEM TITLE:

Presentation of the Annual Report by Tracie Schimikowsky, CEO/President, Chino Valley Area Chamber of Commerce, as required by the Accountability Contract between the Town and Chamber.  
(Robert Smith, Town Manager)

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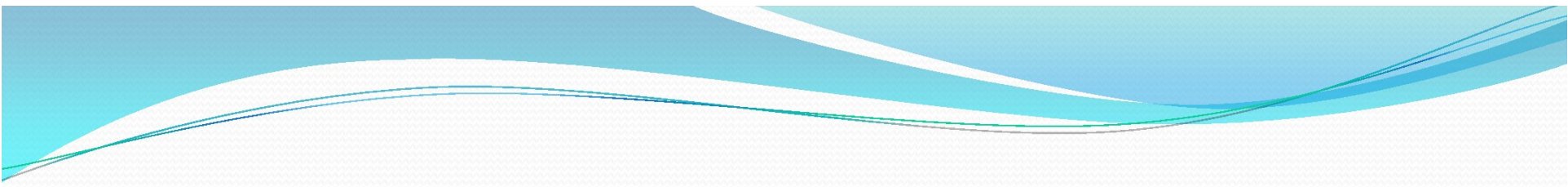
#### Attachments

13-14 Chamber Annual Presentation

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# Chino Valley Area Chamber of Commerce FY14 Report



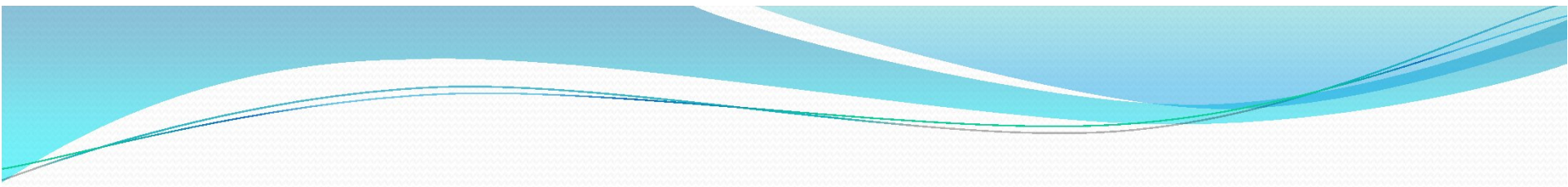
# FY14 Visitor Information

- July 2013 through June 2014: Total Visitors 1,799

- Local (Chino Valley only) – 1,304
- In-State – 279
- Out of State – 198
- Foreign – 18

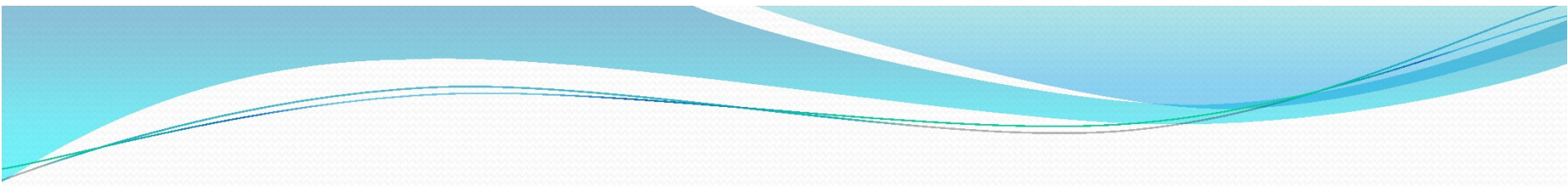
- Phone calls: Total 2,398

- Volunteer Hours: 1,814 (Value \$36,425.12)
- Staff Hours: 166 (Cost \$2,921.20)



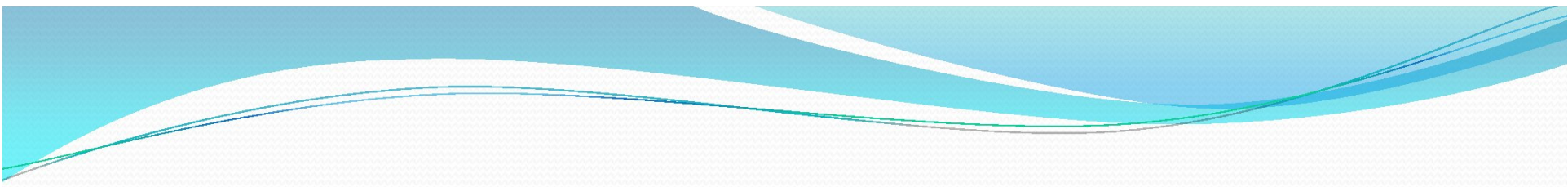
# Creating a Strong Local Economy

- *~Continued efforts to encourage people to shop locally throughout the year; promoted “\$20 on the 20th”*
- *~Added “Tools for Business Success” onto our website*
- *~Partnered with Epic Gravel Rides to help bring the Chino Grinder endurance cycle race and more than 200 participants to the community*
- *~Supported the State application for UAS (unmanned aircraft systems) test range*
- *~Active partnerships with:*
  - Arizona Chamber Executive (ACE)
  - Arizona Office of Tourism (AOT)
  - Chino Valley Unified School District
  - **Greater Prescott Regional Economic Partnership (GPREP)**
  - **Northern Arizona Council of Governments (NACOG)**
  - **PV Economic Development Foundation (PVEDF)**
  - **Town of Chino Valley**
  - Western Association of Chamber Executives (WACE)
  - **Yavapai College/Regional Economic Development Ctr.**
- *~Supported the EDA grant for the Town of Chino Valley to have infrastructure at Old Home Manor for potential new businesses*
- *~Support of the General Obligation Bond (Utility Bond)*
- *~Represented Chino Valley at Annual ICSC RECON in Las Vegas*



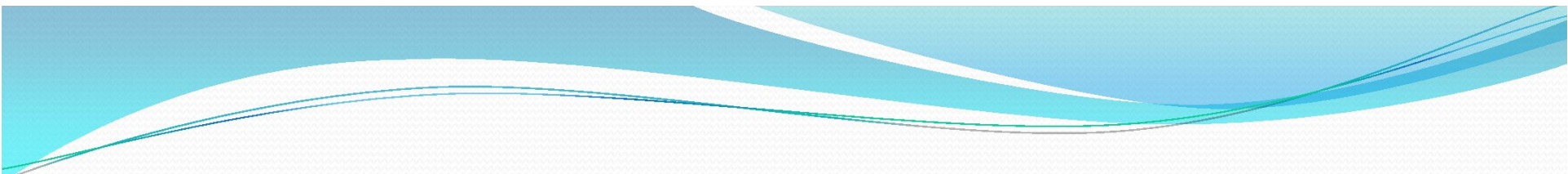
# Promoting the Community

- ~**Operated the Official Arizona Office of Tourism Visitor Center for Chino Valley**, undertaking an expansion and redesign of the facility and adding Wi-Fi
- ~Maintained the Chamber's website, [www.chinovalley.org](http://www.chinovalley.org), with approximately 371,962 hits to the site last year and an average 4,364 visits per month
- ~Maintained the Chamber's Facebook site, regularly posting about events, members and issues which has increased the Chamber's online exposure and social involvement (145 Likes)
- ~Hosted weekly "Talk of the Town" show on KQNA (1130 AM, 99.9 FM) featuring 95 member guests discussing lively topics
- ~Hosted "Chino Chat" on KKLD (95.9 FM)
- ~Listed on [Arizonaguide.com](http://Arizonaguide.com), the AOT online travel guide
- ~Installed a computerized kiosk in the Visitor Center which adds Chino Valley information to a network of statewide travel information available on the kiosk and accessible to visitors and locals
- ~Promoted events, members and community information in the Sunday Daily Courier "Chamber Focus"
- ~**Co-Sponsored Annual Territorial Days and Hometown Chino Christmas**



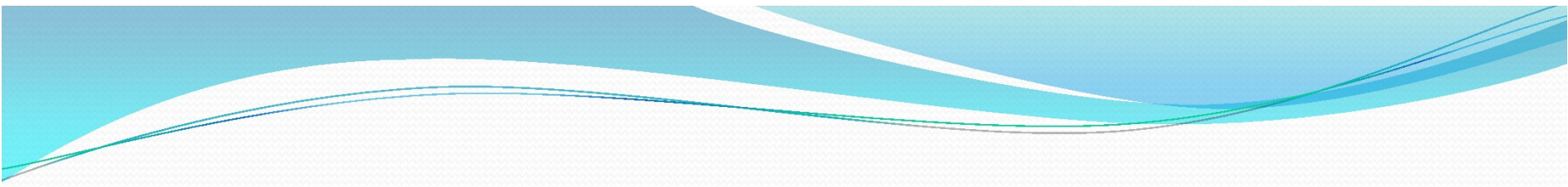
# Providing Networking Opportunities

- ~Held monthly luncheons, monthly evening mixers, quarterly Women in Business luncheons and Business/Educator Breakfasts
- ~Implemented ChamberMaster to enhance members' website presence and promote events, hot deals, press releases and member-to-member discounts
- ~Launched "MyChamberApp" for mobile devices providing on the go information about members, events & hot deals
- ~Continued to support the Prescott Area Young Professionals affiliate organization
- ~Participated in grand openings/ribbon cuttings for new businesses
- ~Hosted the annual Home, Health and Business Expo in CV
  - ***Town of Chino Valley had a booth at the event***
- ~Partnering with Prescott and Prescott Valley Chambers of Commerce and the Yavapai County Contractor's Association to host the "Home, Health & Lifestyles" expo at Tim's Toyota Center in September 2014



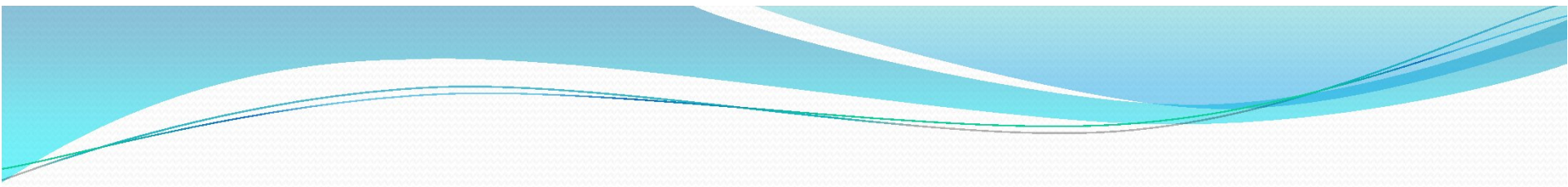
# Representing the Interests of Business with Government/Political Action

- ~Supported the Arizona Chamber Executives annual pro-business platform utilized during the legislative session to support or oppose bills that could affect the business community
- ~Attended Town Council meetings
- ~Co-hosted Governor Brewer for her State of the State Address and luncheon with Prescott & Prescott Valley Chambers
- ~Conducted opinion polls on community and Chamber topics
- ~***Co-sponsored the Citizen's Academy with the Town of Chino Valley and Blue Cross/Blue Shield***
- ~Partnering with Prescott and Prescott Valley Chambers of Commerce to host candidate "Meet and Greet" July 2014



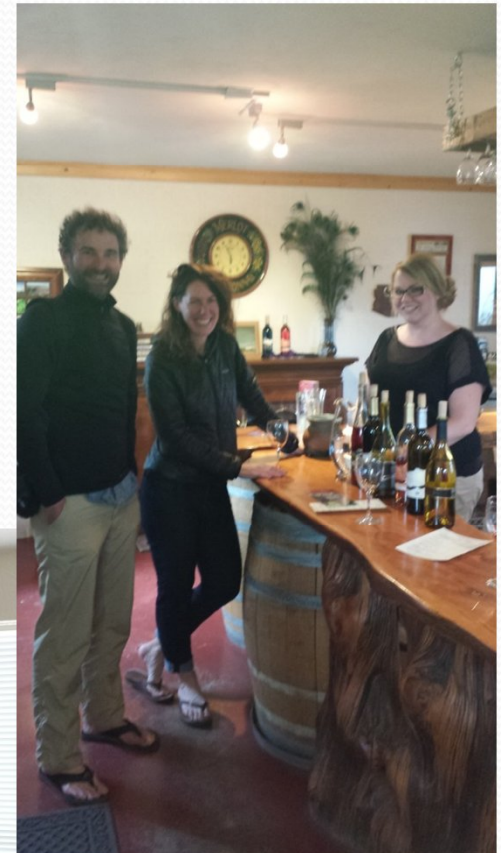
# FY14 Scope of Services - Review

- Distributed the Chino Valley relocation/community guide & maps
- Link to the Town's business directory from the Chamber website. Printed copies of the listing will be made available at the Visitor Center.
- Provide an accommodation, attraction, event & dining guide including members & non-members
  - Re-created guide
- Maintained a community calendar and provide linkage to the Town's website from the Chamber website.
- Feature the Town's "Business Support Center" in the Chamber Visitor's Center
- One (1) radio show per month to be hosted by the Town, if desired
- "Platinum Sponsorship" for all Chamber events (see attached benefits)



# FY14 Scope of Services - Review

- Expanded the Visitor Center to hold more brochures, periodicals. Provide more space to showcase the Town & Business Support Center
- Completed Citizen's Academy program Spring 2014
  - Had 12 graduates from the program
  - February 27<sup>th</sup> – April 17<sup>th</sup>
- Updated the [chinovalley.org](http://chinovalley.org) website to have additional information for Chino Valley
- Hosted 2 travel writers from Adventure Cyclist for 2 days. Visited Granite Creek Vineyards, dinner at Checkered Apron and they stayed at Primrose Inn.



**CHINO VALLEY AREA CHAMBER OF COMMERCE**  
175 E. Road 2 South • P. O. Box 419 • Chino Valley, AZ 86323

**2014 - \$2,500 PLATINUM SPONSORSHIP**

- ✓ 1 year paid membership dues
- ✓ Major sponsor for all chamber events – *ad value \$2,900:*
  - Winter Wonderland \$600 value
  - Home Town Christmas \$500 value
  - Biz and Health Expo \$600 value
  - Casino Night \$600 value
  - Golf Tournament \$600 value

*As a major sponsor you will receive your logo on all promotional pieces for the event including signs, posters, flyers and tickets. You will receive recognition throughout the event. Your logo will be placed in all newspaper ads for the event. Recognition on any other advertising for the individual events. Newspaper ads are equal to approximately \$50 per event. Ad value \$430*

- ✓ Your logo on the Platinum Sponsors poster displayed at all chamber events - *Ad value \$150*
- ✓ Recognition on 24 Chamber radio shows on Mondays at 4pm - *Ad value \$432*
- ✓ Two-10 minute spots on the Chamber Radio Show to promote your business and events the way you want to promote them. Spots are at your convenience and in coordination with Arizona's Hometown Radio and the Chamber Radio Show on Mondays at 4pm based on scheduling availability. *Ad value \$720*
- ✓ Recognition at all chamber events including: *Ad value \$1,500*
  - 10 mixers (average attendance 40 to 50 people)
  - 12 luncheons (average attendance 85 people)
  - 2 business and educators breakfasts
  - 4 Women In Business luncheons (average attendance 100)
  - 4 fundraisers
  - town or local events that the chamber attends for example Territorial Day Parade, Safe Halloween, Hometown Chino Christmas, SpringFest, Chino Grinder and more.
- ✓ 6 free flyers in newsletter throughout the year and your logo on the front of every newsletter. - *Ad value \$300*
- ✓ Choice of one of the following: *Value \$70-\$150 depending on your choice*
  - 2 tickets to Winter Wonderland
  - Or-
  - 2 tickets to Casino Night
  - Or-
  - 50% off 4 person golf team
- ✓ Home page space on the chamber website with a live link directly to your web page. - *Ad value \$1,000*
- ✓ Recognition on the membership directory of [www.chinovalley.org](http://www.chinovalley.org) - *Ad value \$250*

**TOTAL PACKAGE PRICE IS \$8,376!**

**TOTAL SAVINGS IS \$5,876**

## MISSION STATEMENT

*The mission of the Chino Valley Area Chamber of Commerce is to promote economic growth and serve as a voice for the business community to enhance the quality of life for Chino Valley.*

The Chino Valley Area Chamber of Commerce presents the following 2013-2014 accomplishments within the Core Competencies established for Chambers of Commerce:

### Creating a Strong Local Economy

~Continued efforts to encourage people to shop locally throughout the year; promoted "\$20 on the 20th"

~Added "Tools for Business Success" onto our website



~Partnered with Epic Gravel Rides to help bring the Chino Grinder endurance cycle race and more than 200 participants to the community

~Supported the State application for UAS (unmanned aircraft systems) test range

~Active partnerships with:

- \* Arizona Chamber Executive (ACE)
- \* Arizona Office of Tourism (AOT)
- \* Chino Valley Unified School District
- \* Greater Prescott Regional Economic Partnership (GPREP)
- \* Northern Arizona Council of Governments (NACOG)
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- \* Town of Chino Valley
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- \* Yavapai College/Regional Economic Development Ctr.

~Supported the EDA grant for the Town of Chino Valley to have infrastructure at Old Home Manor for potential new businesses

~Support of the General Obligation Bond (Utility Bond)

~Represented Chino Valley at Annual ICSC RECON in Las Vegas

### Promoting the Community

~Operated the Official Arizona Office of Tourism Visitor Center for Chino Valley, undertaking an expansion and redesign of the facility and adding Wi-Fi

~Maintained the Chamber's website, [www.chinovalley.org](http://www.chinovalley.org), with approximately 371,982 hits to the site last year and an average 4,384 visits per month

~Maintained the Chamber's Facebook site, regularly posting

about events, members and issues which has increased the Chamber's online exposure and social involvement (145 Likes)

~Hosted weekly "Talk of the Town" show on KQNA (1130 AM, 99.9 FM) featuring 95 member guests discussing lively topics

~Hosted "Chino Chat" on KKLD (95.9 FM)

~Listed on ArizonaGuide.com, the AOT online travel guide



~Installed a computerized kiosk in the Visitor Center which adds Chino Valley information to a network of statewide travel information available on the kiosk and accessible to visitors and locals

~Promoted events, members and community information in the Sunday Daily Courier "Chamber Focus"

~Co-Sponsored Annual Territorial Days and Hometown Chino Christmas



### Providing Networking Opportunities

~Held monthly luncheons, monthly evening mixers, quarterly Women in Business luncheons and Business/Educator Breakfasts

~Implemented ChamberMaster to enhance members' website presence and promote events, hot deals, press releases and member-to-member discounts

~Launched "MyChamberApp" for mobile devices providing on the go information about members, events & hot deals

~Continued to support the Prescott Area Young Professionals affiliate organization



~Participated in grand openings/ribbon cuttings for new businesses

~Hosted the annual Home, Health and Business Expo in CV

~Partnering with Prescott and Prescott Valley Chambers of Commerce and the Yavapai County Contractor's Association to host the "Home, Health & Lifestyle" expo at Tim's Toyota Center in September 20

### Representing the Interests of Business with Government/Political Action

~Supported the Arizona Chamber Executive's annual pro-business platform utilized during the legislative session to support or oppose bills that could affect the business community

~Attended Town Council meetings



~Co-hosted Governor Brewer for her State of the State Address and luncheon with Prescott & Prescott Valley Chambers

~Conducted opinion polls on community and Chamber topics

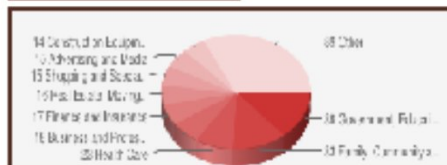
~Co-sponsored the Citizen's Academy with the Town of Chino Valley and Blue Cross/Blue Shield

~Partnering with Prescott and Prescott Valley Chambers of Commerce to host candidate "Meet and Greet" July 2014

## Statistics July 2013 to June 2014

270 Members of the CV Area Chamber of Commerce

### Membership Categories



### Financial

As of June 30, 2014:

INCOME: \$154,724  
EVENT COSTS: \$ 27,895  
OP. EXPENSES: \$122,593  
NET: \$ 4,236

### VISITOR CENTER

1,788 Visitors  
2,398 Phone Calls  
63 Relocation Packets Mailed  
VOLUNTEER HOURS  
2,310 total volunteer hours

MEMBER  
RETENTION  
RATE  
89%

THANK  
YOU  
MEMBERS  
And  
Supporters  
of our  
Chamber

## 2013-2014 BOARD OF DIRECTORS

**Chairman:** Robin Christie  
Granite Mountain Home Care  
and Hospice

**Chairman-Elect:** Bob Layton  
Bob's Complete Automotive Repair

**Past Chairman:** Tom Payne  
Tom's Print & Sign

**Secretary:** Leslie Hoffman  
Yavapai County Recorder

**Treasurer:** Mary Jo Magaw  
Arizona State Credit Union

### Board Members:

|                                             |                                                  |
|---------------------------------------------|--------------------------------------------------|
| Dave Barrett<br>Barrett Propane             | Nancy Best<br>Individual                         |
| Karrie Blum<br>American<br>Family Insurance | Rhonda Chavez<br>Wells Fargo<br>Advisors         |
| Darryl Croft<br>Town of<br>Chino Valley     | Rick Nichols<br>Rick Nichols<br>Custom Engraving |
| John Scholl<br>Chino Valley<br>High School  | Gary Warren<br>Warren's<br>Hay-N-More            |

**STAFF:** Tracie Schimikowsky  
President/CEO

Laura Kasper  
Administrative Asst.

**VOLUNTEERS:** Nancy Best, Allene  
Campbell, Pat Carey, Nancy Herrero,  
Kay Jones, Velma  
McCall, Jolyne  
Nichols, Smokey &  
Sally Riner and  
Gail Steele



## CHINO VALLEY AREA CHAMBER OF COMMERCE

Physical: 175 E. Road 2 South  
Mailing: P.O. Box 419  
Chino Valley, AZ 86323  
(928) 636-2493

[www.chinovalley.org](http://www.chinovalley.org)

### Other Activities



~Awarded six scholarships to high school seniors,  
made possible by a partnership with Sodexo  
School Services and our 50/50 raffle participants

~Held Chamber fundraisers of Casino Night, Golf  
Tournament and Winter Wonderland, bringing a net income of  
\$17,855

~Expanded the monthly membership newsletter and advertising  
opportunities

~Participated in WACE membership survey

~Participated in WACE Board member training

~Recognized 12 Businesses of the Month and named one Business  
of the Year

~Awarded the annual Vera French Office Volunteer of the Year and  
Reid/Kaecker Volunteers of the Year



## CHINO VALLEY PLATINUM SPONSORS



## CHINO VALLEY AREA CHAMBER OF COMMERCE

# 2013-2014 ANNUAL REPORT

*"We can accomplish much more  
together than we can alone."*

Tracie Schimikowsky  
CVACC President/CEO



# FY14 Budget vs. Actual

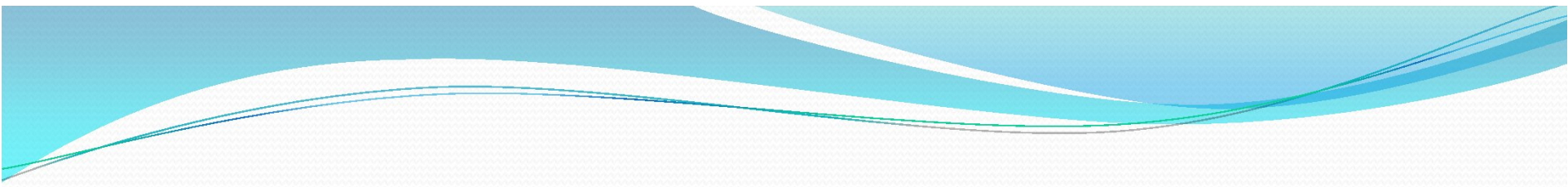
## 2013-14 Budget vs Actual Chamber/Town Services Agreement

|                                      | Budget    | Actual    | Difference |
|--------------------------------------|-----------|-----------|------------|
| <b>Income</b>                        |           |           |            |
| Town of Chino Valley (svc agmt)      | \$ 40,500 | \$ 40,500 | 0.00       |
| <b>Total Income</b>                  | \$ 40,500 | \$ 40,500 | 0.00       |
| <b>Expenses</b>                      |           |           |            |
| Computer (web maint/comp repair)     | \$ 250    | \$ 689    | 438.67     |
| Insurance (Bldg/Work Comp/Emp Prac)  | \$ 362    | \$ 833    | 470.90     |
| Office Supplies                      | \$ 750    | \$ 739    | (10.77)    |
| Printing/Copying                     | \$ 5,576  | \$ 1,379  | (4,197.23) |
| Postage Relocation Guides            | \$ 500    | \$ 355    | (145.00)   |
| Rent or Lease                        | \$ 7,200  | \$ 7,200  | 0.00       |
| Building repairs/maintenance         | \$ 1,390  | \$ 1,239  | (151.23)   |
| Other (Vol gifts, permits, events)   | \$ -      | \$ 266    | 266.26     |
| Platinum Sponsorship                 | \$ 2,500  | \$ 2,500  | 0.00       |
| Meals/Entertainment (Vol Appreciate) | \$ -      | \$ 195    | 195.02     |
| Accounting                           | \$ -      | \$ 260    | 260.00     |
| Meetings/Conferences (PVEDF)         | \$ -      | \$ 52     | 52.00      |
| Wages/Taxes/Benefits (.30 FTE)       | \$ 19,041 | \$ 21,486 | 2,445.26   |
| Utilities                            | \$ 3,237  | \$ 2,947  | (289.58)   |
| <b>Total Expenses</b>                | \$ 40,806 | \$ 40,140 | (665.70)   |
| <b>Net income/loss</b>               | \$ (306)  | \$ 360    |            |



# Other Arizona Chambers with Municipal Partnerships

- Visitor Center, Economic Development, Tourism Promotion, Legislative, Leadership, Business retention and expansion, Advocacy, Events, Shop Local
  - Apache Junction \$41,000
  - Buckeye Valley \$60,000
  - Cottonwood \$95,000
  - Greater Casa Grande \$43,500
  - Greater Oro Valley \$30,000
  - Kingman \$60,000
  - Marana \$40,000
  - Sedona \$1,200,000
  - Wickenburg \$40,000
  - Williams \$273,000
  - Prescott Valley & Parker – don't have amounts for



Thank You!  
Questions  
Tracie Schimikowsky  
928-636-2493  
[director@chinovalley.org](mailto:director@chinovalley.org)  
or  
Board of Directors



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. **2. c.**

**Meeting Date:** 08/12/2014  
**Contact Person:** Liz Hart, Deputy Town Clerk/Records Technician  
Phone: 928-636-2646 x-1210  
**Department:** Town Clerk  
**Item Type:** Presentation Only  
**Estimated length of Staff Presentation:** 10 minutes  
**Physical location of item:** Old Home Manor

---

### AGENDA ITEM TITLE:

Presentation of the lease proposal for Old Home Manor by the Yavapai County Youth Livestock Association (YCYLA). (Mayor Marley)

### SITUATION & ANALYSIS:

Susan Cuka is presenting a lease proposal for Old Home Manor by the Yavapai County Youth Livestock Association (YCYLA).

#### YCYLA members

Susan Cuka, Rosie Darby, Danielle Feller, Ieleen Pharis.

#### Introduction

Livestock and equine activities currently available in our community. Examination of the need of facilities to expand existing activities and create new programs.

#### Proposal presentation

Plan A: programs anticipated for current facility  
Plan B: programs anticipated for improved facility  
Introduction of YCYLA members

#### Terms of Lease

#### Impact to our community

Cost to the Town of Chino Valley  
Benefits to our community

---

**Attachments**

*No file(s) attached.*

---



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. **5. a.**

**Meeting Date:** 08/12/2014  
**Contact Person:** Ruth Mayday, Development Services Director  
Phone: 928-636-4427 x-1217  
**Department:** Development Services  
**Item Type:** Presentation Only  
**Estimated length of Staff Presentation:** 5 minutes  
**Physical location of item:** Old Home Manor

---

#### AGENDA ITEM TITLE:

Presentation by Development Services Director Ruth Mayday regarding the Old Home Manor Industrial Park Economic Development Administration (EDA) Grant Presentation to NACOG on August 7, 2014.

#### SITUATION & ANALYSIS:

On August 7, 2014 Staff presented the revised Old Home Manor Industrial Park Project that will be submitted to the Economic Development Administration (EDA) for funding through the Economic Development Assistance Program (EDAP) in October 2014.

---

#### Attachments

NACOG presentation

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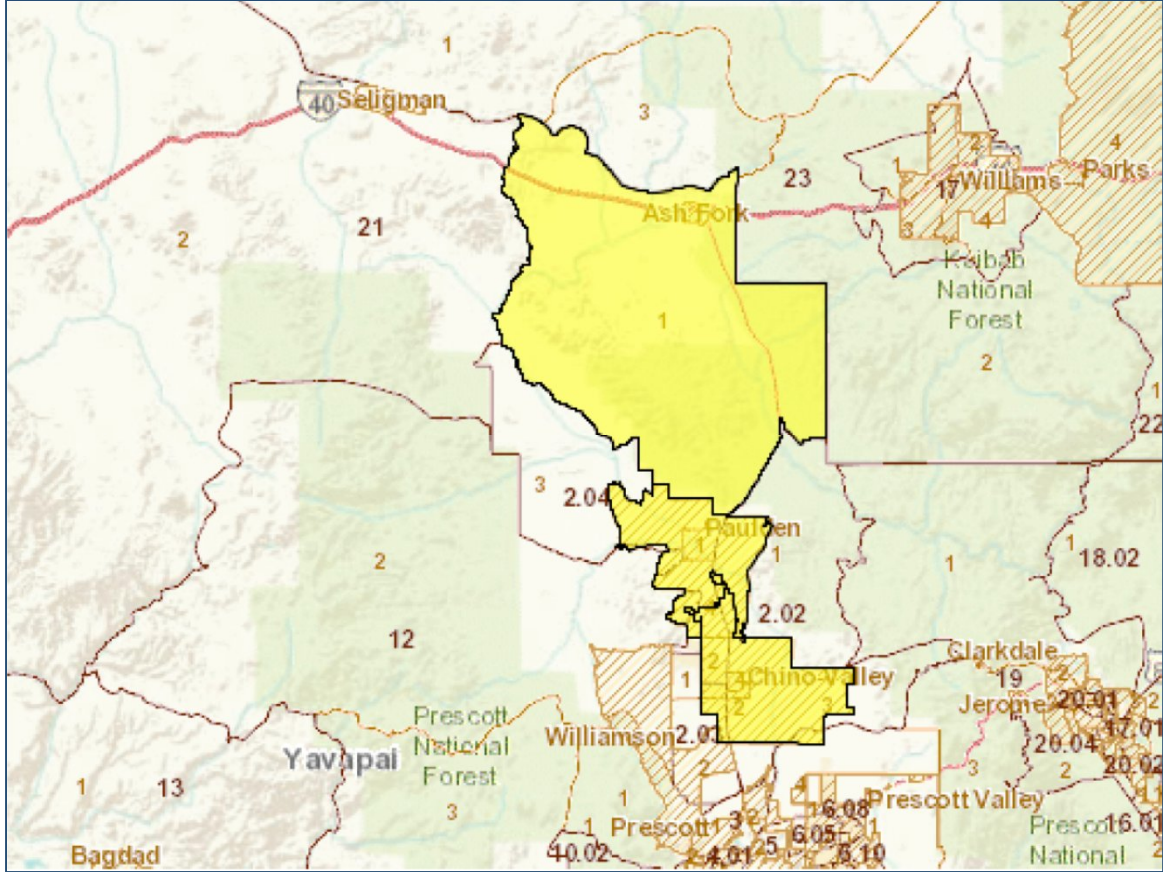
# Chino Valley Industrial Park Infrastructure Project

**CHINO VALLEY**  
CHAMBER OF COMMERCE

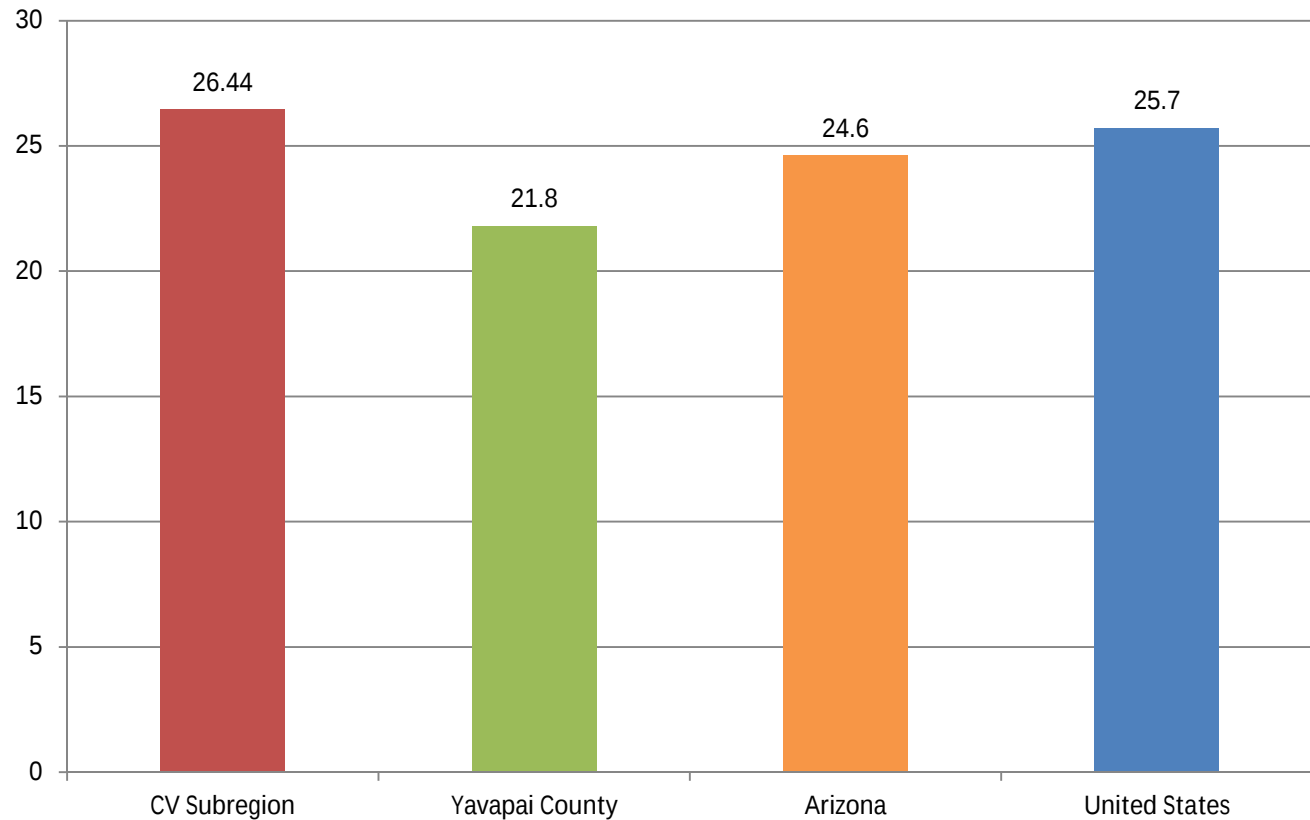


*yavapai*  
COLLEGE  
life explored

August 7, 2014



# Travel Time To Work In Minutes

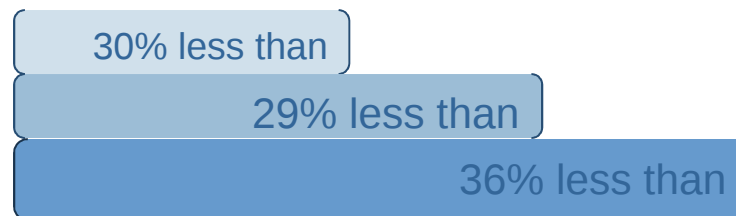
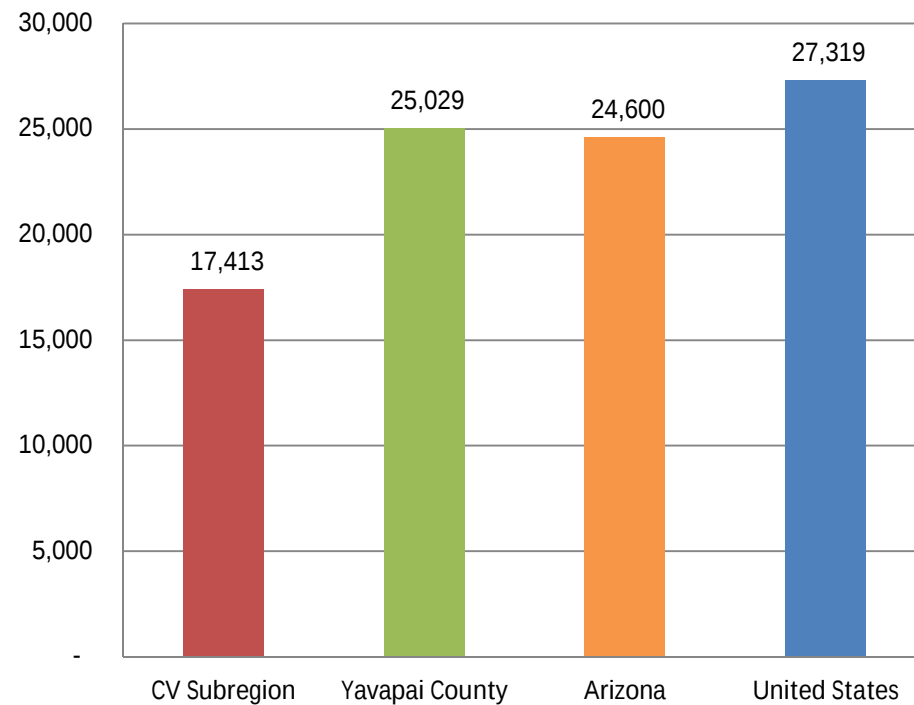


18% more than

7% more than

3% more than

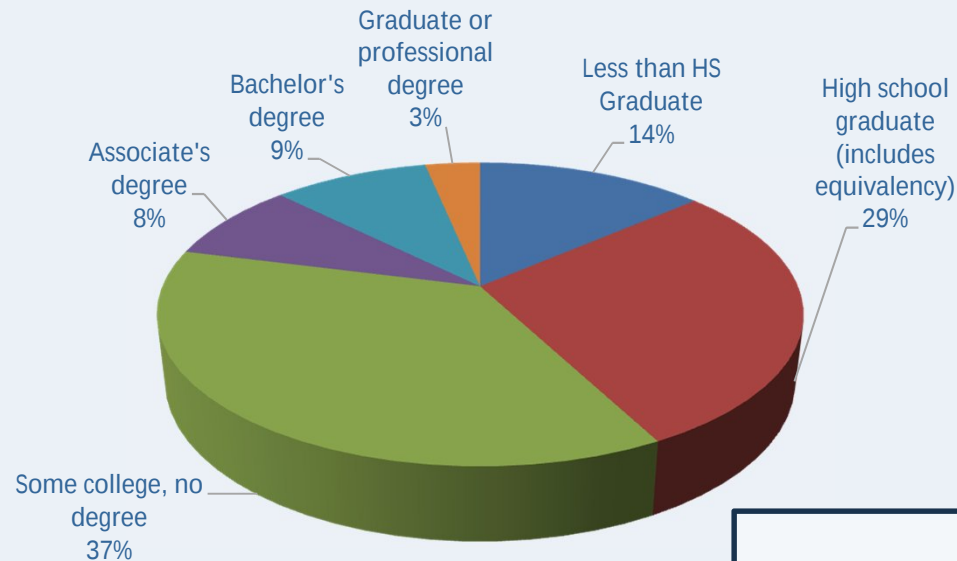
# Per Capita Income 2012



Source: ACS 1 Year Estimate; ACS 5 Year Estimate

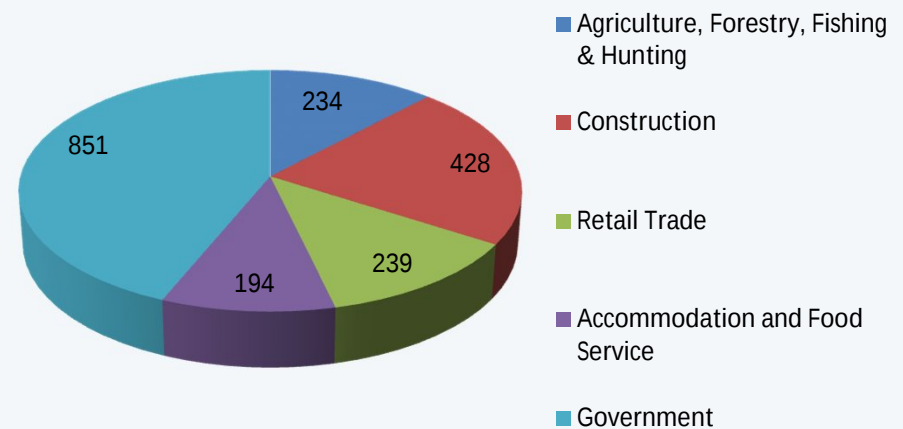
# Educational Attainment

## Educational Attainment 25 years +

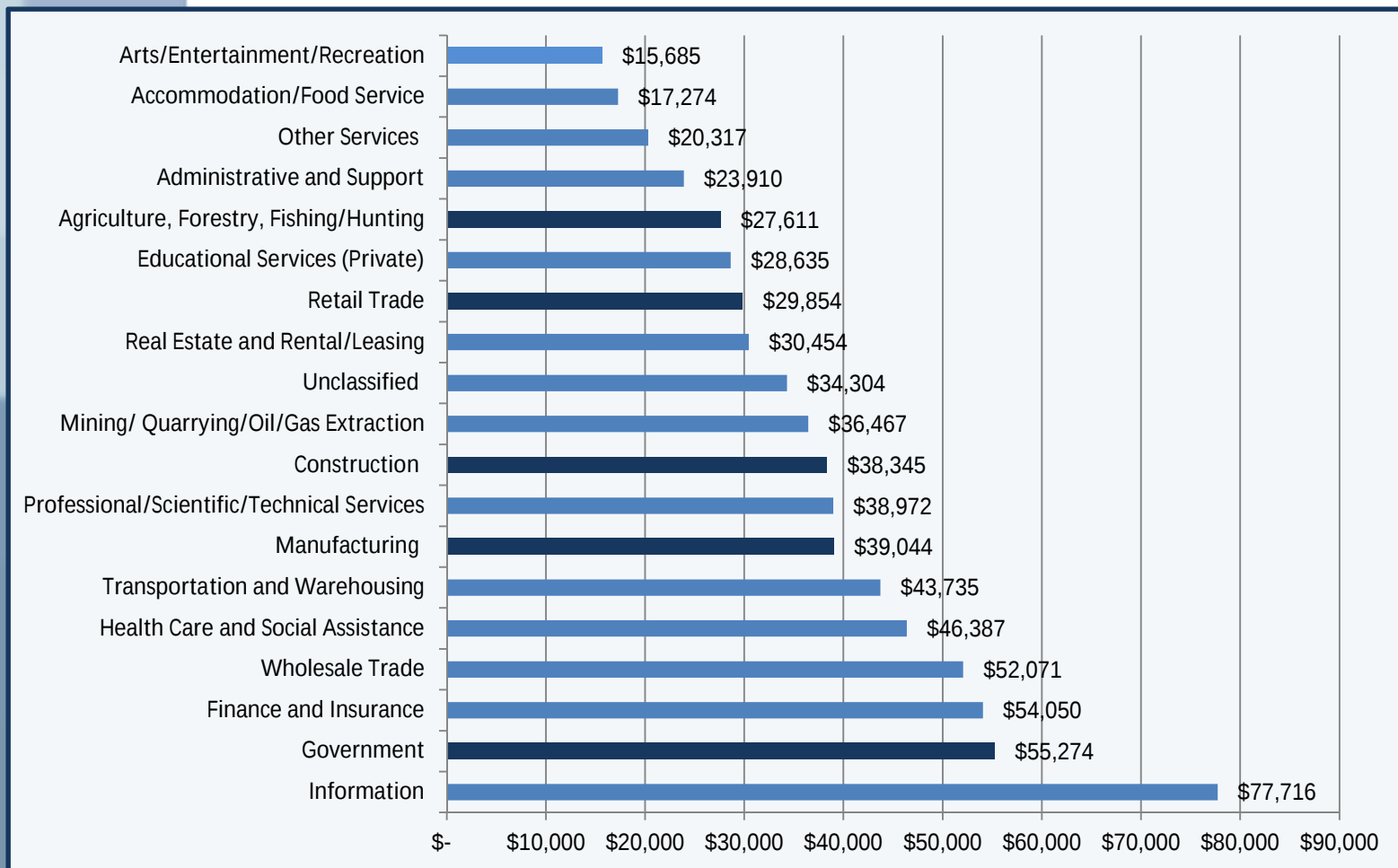


59% of the population has more than a high school diploma, yet the top 5 employment sectors require a high school diploma at most for the majority of their labor force

## Top Five Employment Sectors



# Industry by Earnings



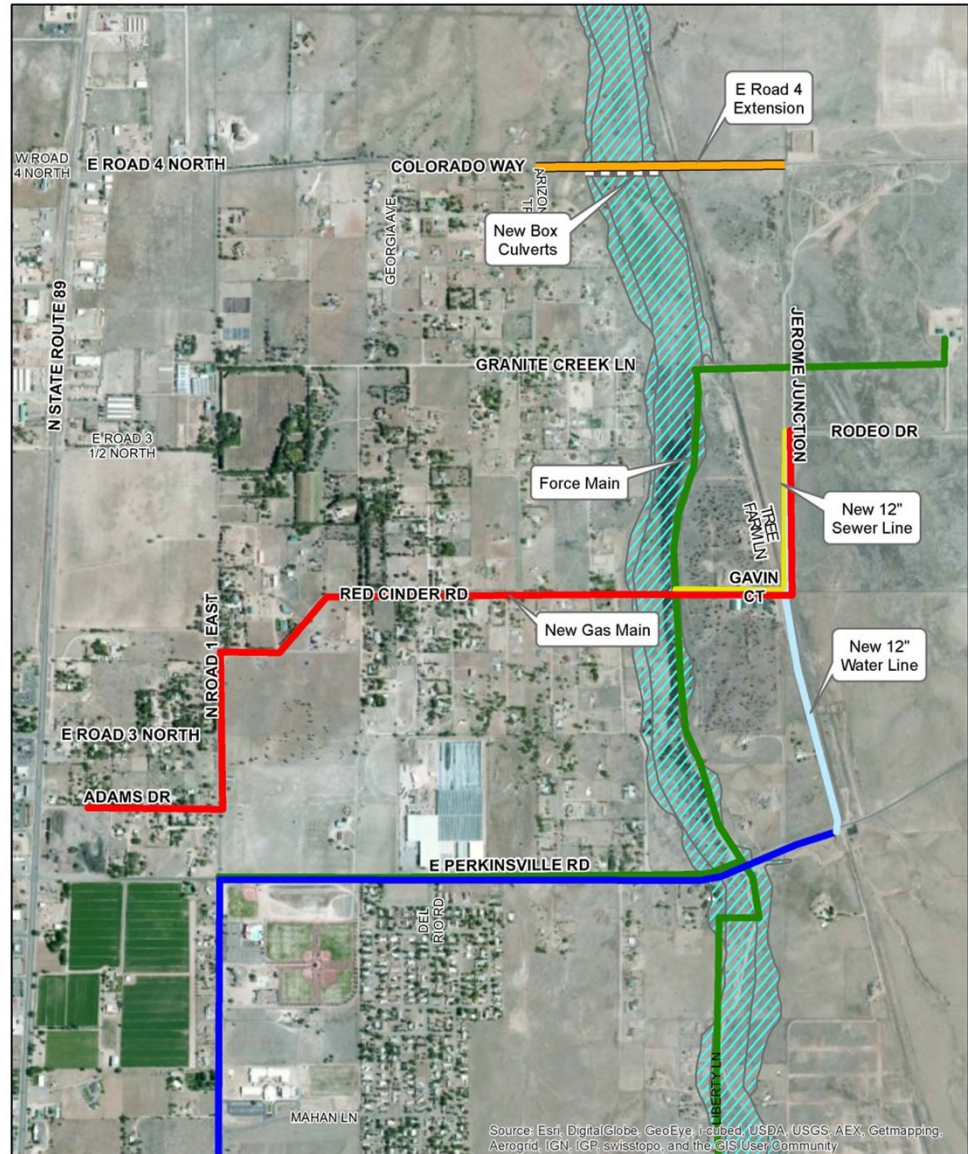
# Proposed Improvements

## Utilities

5,000' 12" water line  
4,500' 18" sewer line  
9,800' 6" steel NG line

## Secondary Access

2,700' Extension of East  
Road 4 North  
700' Box Culverts



**Town of  
Chino Valley**

202 N State Route 89  
Chino Valley, AZ 86323  
(928) 636-2666 FAX (928) 636-2144

ERoad4North\_Extension  
 ERoad4N\_BoxCulverts  
 GasMain\_Extension  
 New 12in WaterLine  
 New 12in SewerLine  
 Existing Water System  
 Existing Wastewater Lines  
 Flood Plain

1 inch = 0.25 miles



The Town of Chino Valley assumes no responsibility for errors, omissions, and/or inaccuracies in this mapping product.

## Estimated Project Cost

### Water

5,000' 12" Water line installed

Engineering

10% Contingency

\$447,738

### Sewer

4,500' 18" Sewer line installed

Engineering

10% Contingency

\$415,250

### Road 4 North and Box Culvert

2,700' Base Prep and Double Chip Seal

Box Culvert

Engineering

10% Contingency

\$1,184,836

### Natural Gas Line

TOCV Provides trenching/backfill

Engineering

10% Contingency

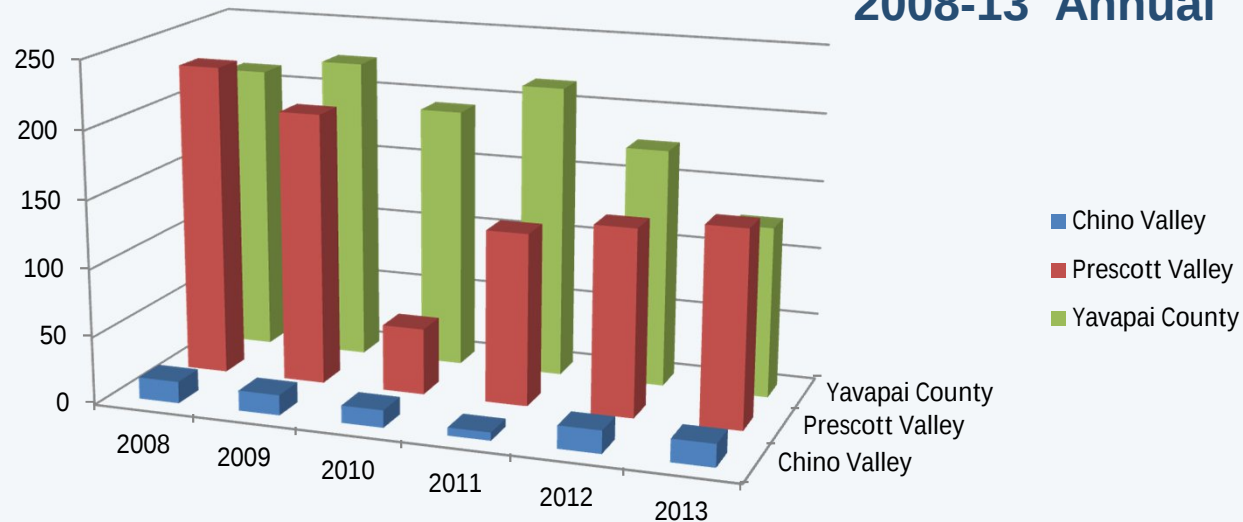
\$586,940

Total Estimated Project Cost:

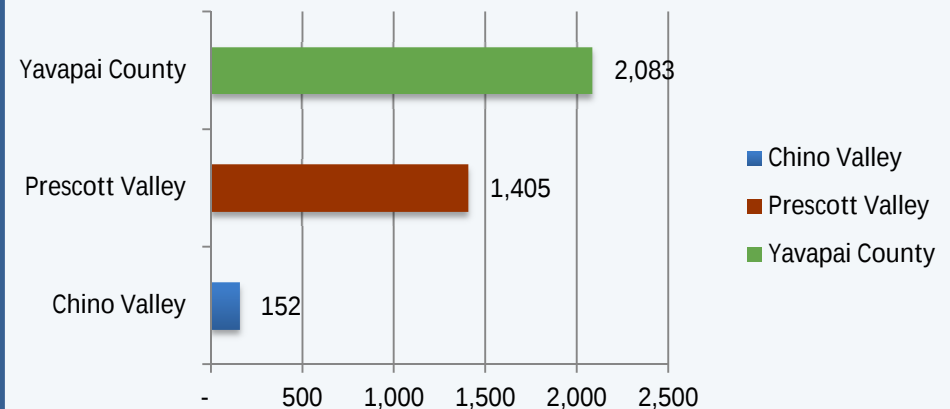
\$2,634,764

# Commercial Permits Issued 2008-13

2008-13 Annual

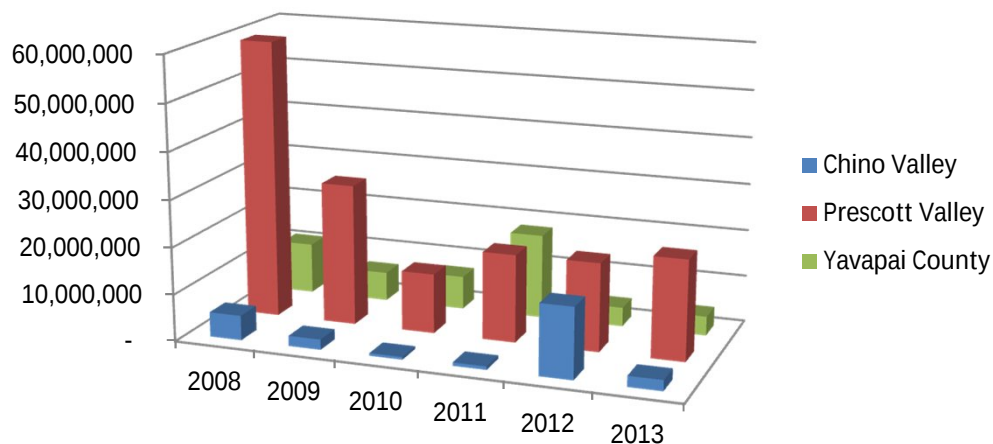


2008-13 Cumulative

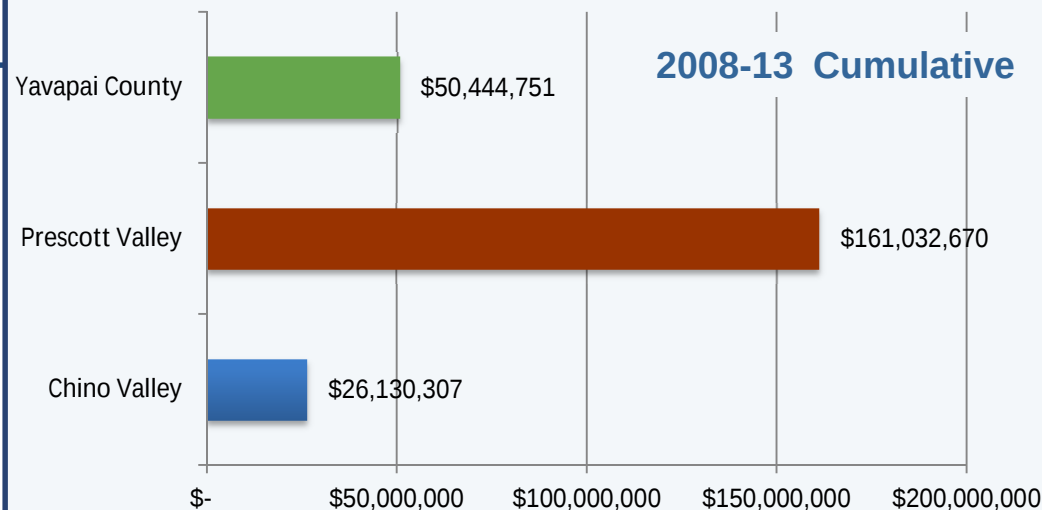


# Dollar Value of Commercial Permits

2008-13 Annual



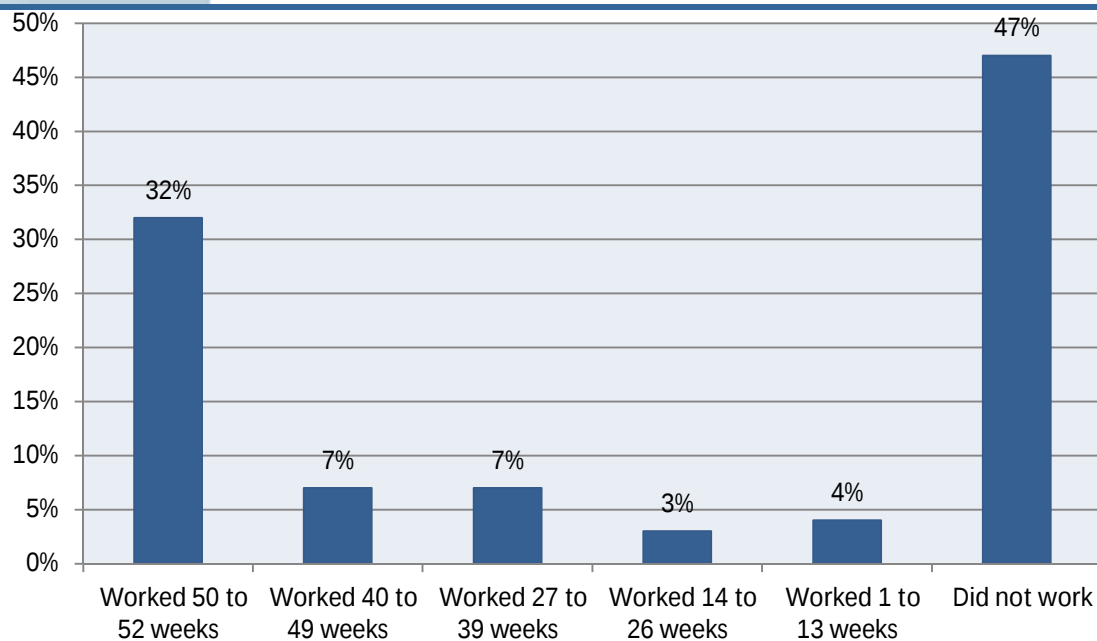
2008-13 Cumulative



# Employment and Unemployment Compared for Population 16 >

|                              | United States | Arizona   | Yavapai<br>County | Chino<br>Sub-region |
|------------------------------|---------------|-----------|-------------------|---------------------|
| Population 16 years and over | 248,601,283   | 5,110,763 | 179,519           | 13,451              |
| In labor force               | 158,729,043   | 3,076,722 | 91,867            | 6,730               |
| Civilian labor force         | 157,703,368   | 3,058,183 | 91,867            | 6,730               |
| Employed                     | 142,921,687   | 2,757,652 | 81,859            | 5,934               |
| Unemployed                   | 14,781,681    | 300,531   | 10,008            | 796                 |
| Armed Forces                 | 1,025,675     | 18,539    | 0                 | 0                   |
| Not in labor force           | 89,872,240    | 2,034,041 | 87,652            | 6,721               |
| Unemployment Rate            | 9.31%         | 9.77%     | 10.89%            | 11.83%              |

Source: ACS 5-Year Estimates 2008-2012

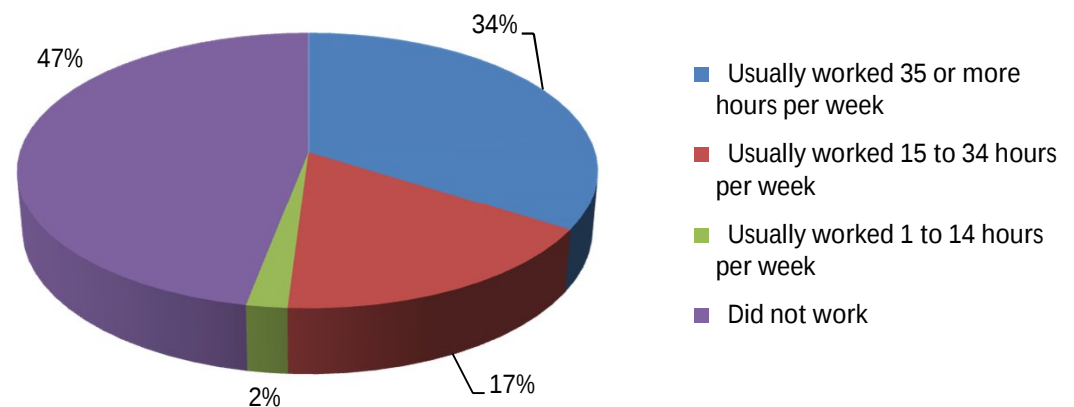


## Weeks Worked for Population 16-64 Years

Source: ACS 2008-2012

## Usual Hours Worked Per Week for Population 16-64 Years

Source: ACS 2008-12



# Change in Unemployment Rates

| Chino<br>Sub-region   | Current | Five Jobs | Fifty Jobs | 100 Jobs | Full<br>Employment |
|-----------------------|---------|-----------|------------|----------|--------------------|
| Population 16 years > | 13,451  | 13,451    | 13,451     | 13,451   | 13,451             |
| In labor force        | 6,730   | 6,730     | 6,730      | 6,730    | 6,730              |
| Employed              | 5,934   | 5,939     | 5,934      | 6,034    | 6,294              |
| Unemployed            | 796     | 791       | 746        | 696      | 337                |
| Not in labor force    | 6,721   | 6,721     | 6,721      | 6,721    | 6,721              |
| Unemployment Rate     | 11.83%  | 11.75%    | 11.08%     | 10.34%   | 5.01%              |
| Change                |         | 0.07%     | 0.74%      | 1.49%    | 6.75%              |

# Change in Aggregate Wages Paid

Aggregate wages in the past 12 months (in 2009 inflation-adjusted dollars)

|                 |  | \$ 303,326,300 |  | \$ Increase   |  | % Increase |
|-----------------|--|----------------|--|---------------|--|------------|
| +5              |  | \$ 303,521,520 |  | \$ 195,220    |  | 0.064%     |
| +50             |  | \$ 305,473,720 |  | \$ 2,147,420  |  | 0.708%     |
| +100            |  | \$ 309,378,120 |  | \$ 6,051,820  |  | 2%         |
| Full Employment |  | \$ 323,433,960 |  | \$ 20,107,660 |  | 7%         |

Source: ACS 2009 5-Year Estimates

**Economic Impact**  
**Chino Valley Manufacturing Business (50 Jobs)**

**Construction**

|              | Jobs      | Wages            | Economic Output    |
|--------------|-----------|------------------|--------------------|
| Direct       | 8         | \$305,000        | \$1,250,000        |
| Indirect     | 2         | \$59,000         | \$166,000          |
| Induced      | 1         | \$50,000         | \$150,000          |
| <b>Total</b> | <b>11</b> | <b>\$414,000</b> | <b>\$1,566,000</b> |

**Operations**

|              | Jobs      | Wages              | Economic Output     |
|--------------|-----------|--------------------|---------------------|
| Direct       | 50        | \$2,861,175        | \$16,741,880        |
| Indirect     | 15        | \$594,000          | \$1,915,000         |
| Induced      | 12        | \$474,000          | \$1,416,000         |
| <b>Total</b> | <b>77</b> | <b>\$3,929,175</b> | <b>\$20,072,880</b> |

1/ Figures at stabilized operating levels

Sources: Elliott D. Pollack & Co., Minnesota Implan Group, Inc.

**Regional Impact**

Each 50 job manufacturing facility = 88 Jobs  
 \$4.34 Million in wages  
 \$21.6 Million in economic output

# Comprehensive Economic Development Strategy Goals

## Chapter III: Challenges and Opportunities

B: Economic Restructuring – finding a sustainable niche for new industry development that brings a higher quality of jobs to the region.

## Chapter IV: CEDS Plan of Action

### Target Opportunity– Business Development and Retention

- In addition to attracting new employers, the existing employers on Gavin Court can now expand facilities.
- Town/Chamber/YC partnership to facilitate growth and development that diversifies economic base.

### Target Opportunity – Tourism and Experience

- Shooting Range has developed as business recruitment tool
- Recreational and Competitive Shooting Sports interest
- Police training facility

### Target Opportunity – Labor Force Development

- Collaborate with institutions of higher learning and support employee training opportunities that will enhance economic competitiveness and strengthen business retention.

### Goal: Partner in the development of the physical infrastructure needed

- Support community organizations in their efforts to complete economic and infrastructure improvements



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. **6. a.**

**Meeting Date:** 08/12/2014

**Contact Person:** Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

**Department:** Town Clerk

**Item Type:** Consent

---

#### AGENDA ITEM TITLE:

Consideration and possible action to approve the May 15, 2014 study session minutes. (Jami Lewis, Town Clerk)

#### RECOMMENDED ACTION:

Approve the May 15, 2014 study session minutes.

---

#### Attachments

May 15, 2014 minutes

---

# DRAFT

## MINUTES OF THE STUDY SESSION OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

THURSDAY, MAY 15, 2014  
6:00 P.M.

The Town Council of the Town of Chino Valley, Arizona, met for a Study Session in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Thursday, May 15, 2014.

Present: Mayor Chris Marley; Vice-Mayor Darryl Croft; Councilmember Mike Best; Councilmember Linda Hatch; Councilmember Pat McKee; Councilmember Lon Turner; Councilmember Don Wojcik

Staff Present: Town Manager Robert Smith; Finance Director Joe Duffy; Town Clerk Assistant Liz Hart (recorder)

1) CALL TO ORDER; ROLL CALL

Mayor Marley called the meeting to order 6:03 p.m.

2) Presentation and review of the Tentative Annual Budget ending fiscal year June, 2015 (J Duffy)

Finance Director Joe Duffy reviewed the tentative annual budget.

- *Budget elements added for FY 2014/2015:* Staff added changes and recommendations from Government Finance Officers Association, interfund transfer summary, employee benefits by fund schedule, more information to grade and step plan, per capita community comparisons, and unfunded capital.
- *Items completed since preliminary budget:* Staff completed the town manager's budget message, strategic goals, Community Profile update, budget format tutorial update, and community comparisons; added State budget forms to budget book and accounting software; and intended to add the Strategic Plan as an appendix upon Council's adoption.
- *Line items added since preliminary budget:* Animal control uniforms, Municipal Court salary adjustment, Climatec Lease, UDO update, and additional HURF revenues.
- *Budget highlights:* A balanced budget, third phase of compensation and classification study, equipment acquisition and replacement/lease purchase program, bond project, and a significant amount of grants.
- *Total budget FY 2013/2014 and FY 2014/2015 comparison:*

|                                             | BUDGET FY<br>13/14 | BUDGET FY<br>14/15 |
|---------------------------------------------|--------------------|--------------------|
| General Fund                                | \$7,402,230        | \$7,854,300        |
| Special Revenue Funds<br>(HURF/Grants/etc.) | \$1,758,456        | \$5,013,350        |

|                       |                     |                     |
|-----------------------|---------------------|---------------------|
| Debt Service Fund     | \$590,620           | \$741,932           |
| Capital Projects Fund | \$4,700,000         | \$13,889,578        |
| Enterprise Fund       | <u>\$2,317,960</u>  | <u>\$2,467,614</u>  |
| <b>Total Budget</b>   | <b>\$16,769,266</b> | <b>\$29,966,774</b> |

Council asked for details about “contributions and miscellaneous” as compared to other communities. Mr. Duffy related that he had moved donations and contributions to the Library and Animal Control into the Grants Fund, and “miscellaneous” was a catch-all from the state budget forms that varied from community to community. He would insert a chart to help clarify this.

Mayor Marley asked Mr. Duffy to provide a certain document to Council depicting the cost of government per capita per community.

- 3) General discussion recapping the bond committee’s work, the bond structure, and development of a list of items to research and bring back to Council.

Mr. Smith reviewed several topics related to the proposed bond.

*Bond process schedule:* Staff was developing a GANTT chart for the bond approval process, which also included formative projects happening during the same timeframe to demonstrate how the bond issue fit with those projects.

*Financial challenges:* Economists were predicting that economic recovery would continue until about 2019-2020, at which point another downturn will occur. Should the bonds be approved, the Town would not see any formative changes in tax receipts in the general fund until around mid-2018 to mid-2019. As the Town had no money for capital right now, its biggest financial challenge was how to fund roads improvements until 2019.

*Roads replacement/maintenance:* Roads maintenance and replacement, which were on a 10-year maintenance schedule, had been deferred since 2008, and were now \$8 million and 81 miles behind schedule. If the Town could invest in roads now, it might be able to forestall a wave of infrastructure failure. Staff had included some capital funds in the FY 2014/2015 budget for road repairs and desired to use all HURF funds for repairs now.

*How the bond could help:*

- Acquiring Prescott’s water distribution system will eliminate the general fund subsidy of \$300,000 to the water utility fund.
- Settling the Fann agreement will allow the Town to save \$150,000 to \$175,000 per year.
- New infrastructure on SR 89 will create retail sales tax growth from more business development.
- The above funds could be put toward road repair.

*Other benefits of the bond would:*

- Add 750 water accounts and reduce 100 accounts’ bills by 45%.
- Triple fire protection geographically and add one well.
- Freeze utility rates for five years across 2,500 accounts.
- Increase water quality through looping and removal of arsenic.
- Provide water and sewer along SR 89 from Road 3 North to Road 2 North.
- Encourage economic development and new retail choices by providing a lower price to connect

to water on the south end of Town and more opportunities to get water and Sewer on the north end.

- Reset the financial structure of utilities, allowing them to grow.
- Grow sewer collection to recharge and bank water credits for the Town's future.

*Bond costs to property owners:* \$10 per month per \$100,000 assessed valuation for residential property, and 18% for commercial.

Mr. Smith reviewed several maps depicting the Town's water and sewer system, Prescott's water system, and the interconnect areas to tie in the two systems; the Wilhoit water system area, new well site, and proposed water and sewer extension along SR 89; and the net impact by neighborhood of the proposed bond structure in savings per month per area. The maps also depicted the current SR 89 widening projects and ADOT's roundabout projects on Road 4 North and Perkinsville Road at SR 89; the Town's Road 1 East and Road 4 South extensions, Center Street improvements, and the Peavine Trail Loop; and proposed grant work, Old Home Manor (OHM) industrial park and infrastructure, and proposed alternate way in and out of OHM.

Mr. Smith continued his review of the proposed bond.

*Bond structure as presented to the Bond Committee:*

- \$3.1 million to acquire Prescott water system.
- \$1.1 million to connect Prescott's system to the Town's system.
- \$3.0 million to settle the Construction Manager At Risk agreement with Fann contracting for the wastewater treatment plant.
- \$6.2 million for water and sewer extensions on SR 89 from Road 2 North to Road 3 North.

*Bonding levels:* Assessed values of Chino Valley property today were at a 2005-2006 level, and as these were projected to increase, basing the bond on these levels within the state bonding guidelines provided the most conservative package.

*Water Infrastructure Finance Authority (WIFA) assistance:* WIFA had declared the Town as a distressed community, which may result in a financial advantage for borrowing money from them with lower than average interest rates. The Town also qualified for some forgivable principal for both water and sewer, pending WIFA's review of the Town's application. Staff proposed to submit the application now and get preliminary approval in order to let the voters know the outcome.

*Comparisons of the two bonding options and doing nothing for a property with assessed value (AV) of \$100,000:*

- *GO bond v. revenue bond:* A property owner on Town utilities in 2014 will pay \$10 more per month than a revenue bond, but in 2018 will save \$9. A Prescott water customer will save \$10 in 2014 and \$15 in 2018.
- *GO bond v. doing nothing:* The property owner on Town utilities in 2014 will spend \$10 more per month than doing nothing, but by 2018 will save \$14. A Prescott water customer will save \$10 in 2014 and \$15 in 2018.
- *Revenue bond v. GO bond benefits:*

|                                                 | REVENUE BOND                   | GO BOND                      |
|-------------------------------------------------|--------------------------------|------------------------------|
| <b>Prescott &amp; Wilhoit Water Acquisition</b> | Rate increases continue        | No rate increases            |
|                                                 | No money left for roads or CIP | Money left for roads AND CIP |

|                                                                       |                                                  |                                                   |
|-----------------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------|
|                                                                       | Utilities barely stand on own; no grow           | Utilities have capital to extend/grow             |
|                                                                       | User base/account can't grow                     | User base/accounts can grow                       |
|                                                                       | Effluent recharge is static                      | Effluent recharge continues to grow               |
| <b>Fann O&amp;M termination and wastewater treatment plant buyout</b> | Ends profit to private entity (savings)          | Ends profit to private entity (savings)           |
|                                                                       | Connection fees will go to town                  | Connection fees will go to town                   |
| <b>Water/Sewer extension on SR 89</b>                                 | No recurring capital for continued extension     | Creates recurring capital for continued extension |
|                                                                       | Limited economic development                     | Sustained economic development                    |
|                                                                       | Will not create enough future sales tax revenues | Continuing growth in sales tax revenues           |
| <b>Participants</b>                                                   | Only those connected to water and sewer          | All owners of property in Town                    |

Council asked about the lack of development on the Fletcher commercial subdivision, next steps, and connection fees. Mr. Smith reported that:

- *Fletcher development*: Prescott had forced that development to develop its own water system, which hindered development, as businesses would not tie in to a private water system. If the Town purchased Prescott's water, the Town would then own the master line. Staff was not proposing to extend infrastructure to this development at this time, as its economic development advisors had advised to develop the densest retail area first.
- *Next steps*: Staff needed to get more detailed analyses and comparisons to Council regarding revenue bonds, GO bonds, and taking no action; bond counsel will draft language for the voter information pamphlet and bring it to Council for review; staff will need to complete the economic development plan before July; and Council will need to examine and/or evaluate connection fees.
- *Connection fees*: Staff will research options for connection fees, wells, and yard lines, and bring them to Council.

Council asked staff to provide copies of all related materials and maps to them and to check with bond counsel about using bond fund money for waiving connection fees once the Fann buyout was complete.

#### 4) ADJOURNMENT

MOVED by Councilmember Linda Hatch, seconded by Councilmember Pat McKee to adjourn the meeting at 7:24 p.m.

**Vote: 7 - 0 PASSED**

\_\_\_\_\_  
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 Study Session of the Town Council of the Town of Chino Valley, Arizona held on the 15th day of May, 2014. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 12th day of August, 2014.

\_\_\_\_\_  
Jami C. Lewis, Town Clerk



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. **6. b.**

**Meeting Date:** 08/12/2014  
**Contact Person:** Cecilia Watts, General Services Director  
Phone: 928-636-2646 x-1202  
**Department:** General Services  
**Item Type:** Consent  
**Estimated length of staff presentation:** None  
**Physical location of item:** N/A

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#### AGENDA ITEM TITLE:

Consideration and possible action to waive Town fees for the Territorial Days activities for the Lions and the Lionesses.

#### RECOMMENDED ACTION:

Move to waive Town fees that normally would be paid by the Lions or Lionesses for activities they perform on Territorial Days.

#### SITUATION AND ANALYSIS:

The Town used to be a sponsor of Chino Valley's Territorial Days, which includes a parade and activities at Memory Park.

The activities include a festival type environment as well as some craft vendors from our local community. Due to financial constraints, and lack of staffing, the Town has not sponsored this activity for several years, but the Chino Valley Lions and Lionesses have adopted this event for our community. The event will occur on August 30th and they will use Memory Park.

Although this doesn't cost the Town any funds, we are asking to waive the park rental fee and the vendor fee for the crafts people, so there is a loss of revenue but a gain of goodwill.

---

#### Fiscal Impact

**Fiscal Impact?:** No

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

---

#### Attachments

*No file(s) attached.*

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## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. **6. c.**

**Meeting Date:** 08/12/2014  
**Contact Person:** Jami Lewis, Town Clerk  
Phone: 928-636-2646 x-1208  
**Department:** Town Clerk  
**Item Type:** Consent  
**Estimated length of staff presentation:** None  
**Physical location of item:** N/A

---

### AGENDA ITEM TITLE:

Consideration and possible action to rescind the Intergovernmental Agreement for Election Services between the Yavapai County Board of Supervisors and the Yavapai County Recorder and the Town of Chino Valley, approved on July 8, 2014, and approve corrected Intergovernmental Agreement for Election Services between the same parties.

### RECOMMENDED ACTION:

Rescind the Intergovernmental Agreement for Election Services between the Yavapai County Board of Supervisors and the Yavapai County Recorder and the Town of Chino Valley, approved on July 8, 2014, and approve corrected Intergovernmental Agreement for Election Services between the same parties.

### SITUATION AND ANALYSIS:

See Attached

---

### Fiscal Impact

**Fiscal Impact?:** None

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

---

### Attachments

Situation & Analysis

Election Services IGA

---



## **Agenda Item Staff Report SITUATION & ANALYSIS**

### **Issue Statement**

*Brief narrative description of the issue at hand, including information about the problem or reason why Council involvement is required, why the item is now suitable for Council consideration and requires Council action for the item to move forward.*

On July 8, 2014, Council approved an Intergovernmental Agreement (IGA) for Election Services with Yavapai County. Subsequently, County officials realized that there was an error on page 4, section 7 related to automatic renewals of the IGA after the initial term. The correction needed is as follows:

7. Term of Agreement. The initial term of this Agreement shall expire on December 31, 2015. Thereafter, the Agreement shall be automatically renewed for successive ~~two~~ ONE-year terms and shall continue in full force and effect until terminated as provided herein.

As Council had previously approved and executed the IGA with the error, Council now needed to approve the corrected document.

### **Applicable “Policy”**

*Bulleted list, by section number and title, of the statute, code, plan, policy, goal, initiative, etc. relevant to the issue that must be satisfied in order to resolve the issue. A brief summary of the “policy” section(s) may be included if there are multiple issues or details that need to be covered.*

- N/A

### **Satisfaction of “Policy”**

*Bulleted list, by section number and title, of the above relevant “policies,” with a narrative explaining how each of them were/will be met or satisfied.*

- N/A

### **Summary of Issues and Staff Rationale**

*Narrative explaining the issue at hand and how/why the staff proposed solution(s) are best for the Town. This may include more than one resolution or solution/alternative for Council to consider.*

As the Town has already called an election for November 4, 2014, the IGA needs to be executed for the County to perform the services called for in the agreement. As the Town had already approved the agreement, the County has agreed to provide election services to meet the August 6<sup>th</sup> ballot and pamphlet language election deadlines, even though they will occur before the corrected agreement is approved on August 12.

### **Findings of Fact**

*Bulleted list of staff findings that support the determination that the proposed resolution is the best solution for the Town.*

- The IGA approved on July 8 is in error.
- A corrected IGA must be approved for the County to provide election services needed for the November 4 election.

## INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES

**THIS AGREEMENT**, by and between the YAVAPAI COUNTY BOARD OF SUPERVISORS and the YAVAPAI COUNTY RECORDER (collectively the “COUNTY”) and \_\_\_\_\_, (the “JURISDICTION”).

**WHEREAS**, pursuant to A.R.S. §§11-952, 15-302(A)(7) and (8), 16-205(C), 16-225, or 16-408(D), the governing body of any election district authorized to conduct an election may enter into an agreement with a County Board of Supervisors and County Recorder for election services with the contracted cost of such election to be a charge against the election district; and

**WHEREAS**, the COUNTY is willing to provide election services to election districts wishing to conduct vote-by-mail elections, but, with the exception of state primary and general elections, will not provide election services to districts wishing to conduct vote center elections unless a vote center election is expressly required by state or federal statute; and

**WHEREAS**, the JURISDICTION wishes to enter into an agreement with the COUNTY for the provision of elections services subject to the terms and conditions set forth herein,

### **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. **Provision of Election Services.** The COUNTY hereby agrees to provide election services to the JURISDICTION for all consolidated election dates set forth by A.R.S. §16-204 during the effective term of this Agreement. The Agreement shall apply to all categories of elections including, but not limited to, primary, general, and special elections. Services to be provided by the COUNTY, and those that remain the responsibility of the JURISDICTION, are set forth in the Elections Task Schedule attached to this Agreement as Exhibit 1.
2. **Limitation on Eligible Elections.** It is understood and agreed that the services to be provided pursuant to this Agreement shall be provided exclusively for vote-by-mail elections with the exception of state primary and general elections and elections expressly required by state or federal statute to be conducted at vote centers. It shall be the responsibility of the JURISDICTION to establish the legal basis for a requirement that an election is required by state or federal statute to be conducted at vote centers. The COUNTY may, in its sole discretion, decline to provide services for any election that it concludes is not required to be conducted at vote centers. The COUNTY will not provide services for exclusively vote-by-mail elections during the state primary and general elections.
3. **Special Taxing Districts.** As provided in A.R.S. §§48-802(D)(4), 48-1012(E), 48-1082(E), 48-1092(E), 48-1908(C), and 48-2010(A), if the number of candidates is less than or equal to the number of vacancies, the Yavapai County Board of Supervisors may cancel the election for the position and appoint the person(s) who filed the nominating petition(s) to fill the position(s).

#### 4. Compensation.

- a. **Fees.** The JURISDICTION shall compensate the COUNTY for election services provided pursuant to this Agreement in accordance with the fees set forth in the most current fiscal year Election/Voter Registration section of the Yavapai County Special Districts Fee Schedule posted online at [www.yavapai.us](http://www.yavapai.us). The fee schedule is for base services only. Any additional services required by the JURISDICTION will result in additional charges. Additional services include, but are not limited to, the following: hand count audit, court preparation, court appearances, supplemental mailings, recounts, or any service which will cause the COUNTY to incur increased costs or expenses. In the event that additional services are requested, the JURISDICTION should refer to unit and hourly pricing information as set forth on the fee schedule. The COUNTY reserves the right to adjust election service fees annually or otherwise at any time during the effective term of this Agreement notice of which will be posted on the COUNTY's website. Revised schedules will supersede prior schedules and be incorporated into this Agreement in effect at the time of revision.
- b. **Late Fees.** Payment for all costs associated with the provision of services pursuant to this Agreement shall be made in full no later than 30 days following the date of the election. In the event that the required payment is not made by the due date deadline specified herein, the COUNTY shall impose a late charge of 2% of the unpaid balance for each 30-day period or portion thereof following the specified deadline for which any portion of the required payment, including unpaid late charges, remains unpaid.
- c. **Termination.** Failure to make payments as required by this Section shall be deemed a material breach of this Agreement and shall be grounds for termination of this Agreement pursuant to Section 8 of this Agreement.

#### 5. Discounts. The COUNTY has established a discounted fee rate for JURISDICTIONS that provide assistance, meeting sites free of charge or rent, or other services for COUNTY-administered elections.

- ☐ The JURISDICTION has elected to decline to receive discounted rates for providing assistance, meeting sites free of charge or rent, or other services.
- ☐ The JURISDICTION has elected to receive these discounted rates subject to the terms and conditions set forth herein and will provide the two services indicated below.

- a. **Services the JURISDICTION Will Provide.** The JURISDICTION and the COUNTY agree that the following two checked services will be provided by the JURISDICTION as consideration for the COUNTY's provision of election services at the discounted rates as set forth in the Special Districts Fee Schedule posted online at [www.yavapai.us](http://www.yavapai.us).

| <b>JURISDICTION</b><br>will provide<br>(check 2) | <b>Service</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>COUNTY</b><br>Approval<br>(Initials) |
|--------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| <input type="checkbox"/>                         | The JURISDICTION will serve as a ballot drop-off site for any election that the COUNTY requests. Duties are outlined in Exhibit 2.                                                                                                                                                                                                                                                                                                                                                                                                                                       | _____<br>_____                          |
| <input type="checkbox"/>                         | The JURISDICTION will serve as a ballot replacement site for any Election that the COUNTY requests. Duties include: supplying replacement ballots and/or affidavit envelopes to voters, auditing and logging replacement ballots, verifying correct voter registration, and securing all ballots.                                                                                                                                                                                                                                                                        | _____<br>_____                          |
| <input type="checkbox"/>                         | The JURISDICTION agrees to provide at least one vote center or poll worker training site at no charge for any statewide or countywide election cycle. Vote centers and training sites are subject to review by the COUNTY.                                                                                                                                                                                                                                                                                                                                               | _____<br>_____                          |
| <input type="checkbox"/>                         | The JURISDICTION agrees to provide at least five poll workers or two Election Day Technicians (EDTs). A poll worker must be able to perform any of the following duties: voter check-in, ballot distribution, voter assistance, equipment setup, and/or poll worker supervision. An EDT provides information technology support to poll workers. Such workers will be trusted employees of the JURISDICTION who are eligible to serve as poll workers or EDTs. Poll workers and EDTs will receive from the JURISDICTION the normal compensation for the position worked. | _____<br>_____                          |
| <input type="checkbox"/>                         | The JURISDICTION agrees to act as a conditional provisional ID check site in accordance with A.R.S. §16-584 at no cost to the COUNTY. This check involves verifying voters' identification when they have not provided sufficient ID at their vote center. This will be required for 3 to 5 business days after election day for any vote center election.                                                                                                                                                                                                               | _____<br>_____                          |

- b. Advance Notice.** The COUNTY hereby agrees to provide the JURISDICTION with at least 30 days notice of any election where the services agreed to above are required.
- c. Discounted Fee Rates; Adjustment of Fees.** The COUNTY hereby agrees to provide election services to the JURISDICTION at the discounted fee rate for all consolidated election dates during the effective term of this Agreement. The Agreement shall apply to all categories of elections including, but not limited to primaries, generals, and special elections. The COUNTY reserves the right to adjust election service fees

and discounts annually or otherwise at any time during the effective term of this Agreement notice of which will be posted on the COUNTY's website. Revised schedules will supersede prior schedules and be incorporated into the Election Services Agreement in effect at the time of revision. Failure by the JURISDICTION to provide the agreed-upon services selected under this Agreement shall result in the discounted fee rate being null and void.

6. **Conduct of Elections.** While the COUNTY will use its best efforts to provide election services pursuant to this Agreement in a capable and competent manner, it shall ultimately be the responsibility of the JURISDICTION to confirm that all legal requirements have been met and that all other activities related to a given election are carried out as required. The COUNTY will provide to the JURISDICTION, in advance, all forms, schedules, documents, and other information pertaining to each election conducted pursuant to this Agreement for the JURISDICTION's review and approval. The JURISDICTION shall provide to the COUNTY all informational materials or other election-related documents generated by the JURISDICTION for review and approval by the COUNTY prior to the distribution of such materials or documents.
7. **Term of Agreement.** The initial term of this Agreement shall expire on December 31, 2015. Thereafter, the Agreement shall be automatically renewed for successive one-year terms and shall continue in full force and effect until terminated as provided herein.
8. **Termination**
  - a. **Unilateral Termination.** This Agreement may be terminated by either Party upon 30 days written notice to the other Party of intent to terminate, provided, however, that the Agreement may not be unilaterally terminated by either party within 90 days of the date of an election for which the COUNTY would otherwise be providing services pursuant to this Agreement.
  - b. **Termination by Mutual Agreement.** This Agreement may be terminated at any time by mutual agreement of the Parties.
  - c. **Termination for Breach.** In the event of a breach of any term or condition of this agreement, the Party claiming breach shall provide written notice to the other Party specifying the factual basis for the claim that a breach has occurred. If the breach is not remedied within fifteen (15) days after notice is mailed to the Breaching Party at the address provided herein, the Non-breaching Party may terminate this Agreement without further notice.
9. **Conflict of Interest.** This Agreement is subject to the cancellation provisions of A.R.S. §38-511.
10. **Non-Discrimination.** The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that

applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.

- 11. E-Verify; Government Procurement.** The Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the “state and federal immigration laws”). The Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws.

A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement.

The Parties retain the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

- 12. Worker’s Compensation.** For purposes of workers’ compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this specific intergovernmental agreement, is deemed to be an employee of both the party who is his primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. §23-1022(D). The primary employer party of such employee shall be solely liable for payment of workers’ compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the public notice required.

- 13. Indemnification.** Each Party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other Party (as “indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as “claims”) arising out of or as a result of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. The obligations under this Paragraph shall survive the termination of this Agreement.

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**14. Contact Information.** Communications regarding services provided pursuant to this Agreement shall be directed to the following:

**COUNTY:**

Lynn Constabile

Yavapai County Elections Director

1015 Fair Street, Room 228

Prescott, AZ 86305

Phone: (928) 771-3250

E-mail: [web.elections@yavapai.us](mailto:web.elections@yavapai.us)**JURISDICTION:**

Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

**APPROVALS****COUNTY:****JURISDICTION:**\_\_\_\_\_  
Leslie Hoffman, County Recorder

Date

\_\_\_\_\_  
Name

Date

\_\_\_\_\_  
Lynn A. Constabile, Elections Director

Date

\_\_\_\_\_  
Title

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to the COUNTY.

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to the JURISDICTION.

\_\_\_\_\_  
Deputy County Attorney

Date

\_\_\_\_\_  
Legal Counsel for the JURISDICTION

Date

**Exhibit 1**

**INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES**  
**ELECTIONS TASK SCHEDULE**

Responsibilities for the conduct of elections pursuant to the Yavapai County Election Services Agreement are allocated as follows:

| TASK                                                                                                                                  | TO BE PERFORMED BY: |              |
|---------------------------------------------------------------------------------------------------------------------------------------|---------------------|--------------|
|                                                                                                                                       | County              | Jurisdiction |
| If applicable, obtain pre-clearance of election changes from Department of Justice (Copy of submission to be forwarded to the COUNTY) |                     | <b>X **</b>  |
| Publish Call of Election (May be forwarded to the COUNTY for review)                                                                  |                     | <b>X *</b>   |
| Publish Legal Advertising, Notices, etc. (May be forwarded to the COUNTY for review)                                                  |                     | <b>X *</b>   |
| Approve final ballot proof (Required JURISDICTION signoff)                                                                            |                     | <b>X **</b>  |
| Attend and certify official Logic and Accuracy (L&A) Test                                                                             |                     | <b>X</b>     |
| If applicable, submit agenda item to County Board of Supervisors for election cancellation                                            | <b>X</b>            |              |
| Order ballots (Invoices will be sent directly to jurisdiction for all elections except biennial Primary and General)                  | <b>X</b>            |              |
| If applicable, obtain vote centers and poll workers                                                                                   | <b>X</b>            |              |
| Publish Logic & Accuracy Test notice                                                                                                  | <b>X</b>            |              |
| Perform Logic & Accuracy Test                                                                                                         | <b>X</b>            |              |
| Mail Vote by Mail Ballots and Early Ballots                                                                                           | <b>X</b>            |              |
| Process ballots which includes testing, tabulation, and audit                                                                         | <b>X</b>            |              |
| Perform signature verification on ballot affidavits and provisional ballots                                                           | <b>X</b>            |              |

*\* For a countywide election, the COUNTY is responsible for this task.*

*\*\* For a countywide election, the JURISDICTION is only responsible for its portion.*

PERFORMANCE OF TASKS AS OUTLINED ABOVE MAY HAVE SIGNIFICANT IMPACTS ON THE CONDUCT OF AN ELECTION AND MAY HAVE SIGNIFICANT LEGAL CONSEQUENCES AS WELL. PARTICIPATING JURISDICTIONS ARE ADVISED TO:

1. CAREFULLY REVIEW THE ALLOCATION OF TASKS AND TO DIRECT ANY QUESTIONS TO THE COUNTY CONTACT.
2. MAINTAIN CLOSE CONTACT WITH THE YAVAPAI COUNTY ELECTIONS DEPARTMENT PRIOR TO, DURING, AND AFTER ELECTIONS.
3. REFER ANY QUESTIONS REGARDING ELECTION-RELATED LEGAL ISSUES TO THE JURISDICTION'S LEGAL COUNSEL.

**Exhibit 2**

**INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES  
BALLOT DROP BOXES**

JURISDICTIONS who are provided with COUNTY ballot drop boxes hereby agree to the following additional responsibilities:

1. The COUNTY will issue ballot drop box keys to the JURISDICTION. These keys remain COUNTY property and must not be duplicated. The JURISDICTION agrees to keep keys in a secure location and allow only authorized staff or COUNTY-designated employees access to keys.
2. The JURISDICTION shall “open” all COUNTY ballot boxes on the first day of early voting as instructed by the COUNTY, depending on the specific election.
3. The JURISDICTION shall maintain and check for ballots in all COUNTY ballot boxes periodically throughout the early voting period and on election night at 7 p.m.
4. The JURISDICTION shall promptly notify the COUNTY if a ballot box is at risk of becoming full and a ballot pickup needs to be scheduled.
5. The JURISDICTION shall “close” and secure all COUNTY ballot boxes from accepting any more ballots promptly at 7:00 p.m. on election night.
6. The JURISDICTION may be instructed to call the COUNTY with the number of ballots dropped off on election night, depending on the specific election.
7. The JURISDICTION shall promptly report to the COUNTY any damage and/or graffiti to the COUNTY ballot drop box.
8. The JURISDICTION shall provide written, advance notice to the COUNTY of any additional uses of the COUNTY ballot drop boxes.



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 7. a.

**Meeting Date:** 08/12/2014  
**Contact Person:** Robert Smith, Town Manager  
Phone: 928-636-2646 x-1201  
**Department:** Town Manager  
**Item Type:** Action-Presentation  
**Estimated length of staff presentation:** 5 minutes  
**Physical location of item:** N/A

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### AGENDA ITEM TITLE:

Consideration and possible action to approve an Accountability Contract between the Town of Chino Valley and the Chino Valley Area Chamber of Commerce in the amount of \$45,000.

### RECOMMENDED ACTION:

Approve an Accountability Contract between the Town and the Chino Valley Area Chamber of Commerce in the amount of \$45,000.

### SITUATION AND ANALYSIS:

The Chino Valley Chamber of Commerce has employed a new President & CEO who, under the guidance of a new strategic plan that the Chamber Board has developed, is making tangible progress in improving the Town of Chino Valley's business environment. The standing agreement between the Town and the Chamber has been revised, and consideration of the terms in the agreement are timely with the Chamber's new interests and directions for local business development and support. The Town of Chino Valley Development Services Department has also been focusing on local business support and development, and is working in partnership with the Chamber on several items to bring additional supportive resources to local business developers in our community.

The contract draft proposed has been created through a cooperative process between Town of Chino Valley staff and the Chamber's Board and President. The proposal outlines a set of specific objectives and deliverables, as well as regular reporting that would be expected from the Chamber, and requests a set amount of consideration for that suite of services.

As the Town of Chino Valley begins to encounter sustained recovery from the recent economic downturn, it has the opportunity to engage and take advantage of several local and regional resources to support local businesses and grow the local economy. The Chamber of Commerce is one of those resources and can serve as a force multiplier for the Town's economic development efforts. Staff has identified several mechanisms by which the Town and Chamber can cooperatively work together to secure business and economic development improvements for the Community -- several of which are

highlighted in the proposal presented herein.

Chamber President Tracie Schimikowsky will present information on the Chamber's work this past year, as well as the proposed agreement with the Town for services as well as Platinum Membership.

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### **Fiscal Impact**

**Fiscal Impact?:** \$45,000

**If Yes, Budget Code:** 01-95-5563

**Available:** \$45,000

**Funding Source:**

The Town budgeted \$38,000 in the fiscal year 14/15 budget. The additional \$7,000 will come from Contingencies.

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### **Attachments**

Accountability Contract FY13/14

Draft Contract Provisions FY14/15

Accountability Contract FY 14/15

Contract Exhibit FY14/15

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Accountability Contract  
between Town of Chino Valley and  
Chino Valley Chamber of Commerce

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 by and between the Town of Chino Valley, Arizona, an Arizona municipal corporation (hereinafter "Town") and the Chino Valley Chamber of Commerce (hereinafter "Chamber").

It is the finding of the Chino Valley Town Council that the Chamber is offering services that benefit the Chino Valley community and Town and that the Chamber should receive public funds in support of its facility, services and operations.

Now, therefore, in consideration of the mutual promises and covenants between the parties, and other good and valuable consideration, the parties agree as follows:

1. DURATION OF AGREEMENT: The duration of this Agreement shall be from its effective date until \_\_\_\_\_, 20\_\_\_. If funds for this Agreement are not appropriated or budgeted by July 1, 20\_\_\_, Town may terminate this Agreement by giving written notice to Chamber.

2. COMPENSATION: Town shall compensate Chamber in the amount of forty thousand five hundred dollars (\$40,500) for Services delineated and defined in this agreement.

3. SCOPE OF SERVICES: Chamber agrees to use funds received from Town to provide Visitor Center, Promotion/Marketing, Economic Development, Tourism and Education services ("Services"), as set forth in Exhibit A, which is attached hereto and incorporated herein and to use the funds from the Town for those purposes only. Chamber also agrees to maintain accurate financial records to enable Town to verify that the funds provided under this Agreement are expended in accordance with this Agreement. Chamber shall be responsible for compliance with all applicable federal, state and local laws and regulations.

4. ADDITIONAL SERVICES: In addition to the Services listed in Exhibit A, Chamber may, at the written request of Town, provide any of the services listed in Exhibit B, which is attached hereto and incorporated herein, at an additional cost to the Town, as shown on Exhibit B. In the event Chamber provides any Additional Services, Chamber shall, within thirty (30) days of completion of the Additional Service, provide Town with a written itemized invoice. Town shall pay the invoice promptly, but no later than fifteen (15) days of receipt thereof.

5. REPORTING: At the completion of the Services, Chamber shall submit to Town an itemized report setting forth how the funds received from Town were expended.

6. INSPECTION: Within five (5) days of receipt of a written request from Town, Chamber agrees to open for inspection and to make available all financial records relating to the Services.

7. CONTRACT NONCOMPLIANCE: If Town, in its sole discretion, determines Chamber is in breach of this Agreement, Town shall give written notice to Chamber of the specific area of noncompliance. Chamber shall comply within 30 calendar days of the date of notice.

8. TERMINATION FOR CAUSE: If Chamber does not comply within 30 calendar days from the date of the notice of breach, Town may terminate this Agreement. Chamber shall immediately return to Town all funds not spent for the services described in Exhibit A.

8. TERMINATION PURSUANT TO A.R.S. § 38-511: Town may terminate this Agreement pursuant to A.R.S. § 38-511.

9. INDEMNIFICATION: Chamber agrees to hold harmless and indemnify Town from any loss, damage, liability, cost, charge or expense, whether direct or indirect, including reasonable attorney's fees, and whether to any person or property to which Town, its agents, employees or said parties may be subject to related to the Services, including, but not limited to, actions for bodily injury, illness, death or property damage.

10. INDEPENDENT CONTRACTOR: Chamber is an independent contractor and not an agent or employee of Town. Chamber shall supervise and direct the Services using Chamber's best skill and attention. Chamber shall be solely responsible for all staffing, curriculum, scheduling, supplies, equipment for and transportation of participants to events for Services. Chamber shall be responsible to its employees, volunteers, Town employees and other persons performing any services related to the Services as set forth in this Agreement.

11. ENTIRE AGREEMENT; AMENDMENTS: This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended except through an appropriate writing signed by both parties.

12. ASSIGNMENT PROHIBITED: Chamber shall not assign any rights acquired hereby, without first obtaining the written consent of Town.

13. NO DISCRIMINATION: Neither Chamber nor its employees or agents will discriminate on the basis of race, religion, handicap, gender or national origin in providing the Services.

14. IMMIGRATION LAW WARRANTY: As required by A.R.S. § 41-4401, Chamber hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Chamber further warrants that after hiring an employee, Chamber verifies the employment eligibility of the employee through the E-Verify program. If Chamber uses any subcontractors in performance of the services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Chamber is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Chamber shall not be deemed in material breach of this Contract if the Chamber and/or subcontractors establish compliance with the employment verification provisions

of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 3-214(A). Town retains the legal right to inspect the papers of any Chamber or subcontractor employee who works on the Contract to ensure that the Chamber or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

16. NOTICES: All notice provided for herein shall be hand delivered, delivered by overnight courier (e.g., Federal Express) or sent by certified or registered mail, return receipt requested, addressed to all parties hereto at the address designated for each party beside its signature or at such other address as the party who is to receive such notice may designate in writing. Notice shall be deemed completed upon: (i) such hand delivery or courier delivery or (ii) three (3) days after the deposit of same in a letter box or other means provided for the posting of mail, addressed to the party and with the proper amount of postage affixed thereto. Except as otherwise herein provided, actual receipt of notice shall not be required to effect notice hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names,

For Chamber

For Town

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Chris Marley, Mayor

\_\_\_\_\_  
Title

Town of Chino Valley  
202 North State Route 89  
Chino Valley, Arizona 86323  
(928) 636-2646

\_\_\_\_\_  
Address

Attest:

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Jami Lewis, Town Clerk

\_\_\_\_\_  
Telephone No.

Approved as to Form:

\_\_\_\_\_  
By:

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

## EXHIBIT A

### SCOPE OF SERVICES

The Chamber agrees to use the funds received from the Town to provide the following services:

#### Visitor Center~

Maintain and staff the Visitor Center located within the Town. The Visitor Center will abide by the criteria set forth by the Arizona Office of Tourism to be a state designated LVIC (Local Visitor Information Center). The Visitor Center will be open to the public during normal working hours and staffed adequately to answer all correspondence, telephone or walk-in inquiries for general information relating to Chino Valley. The Visitor Center will be closed on posted Chamber holiday observances, a 24/7 kiosk on Chamber premises will be available at anytime with community information.

#### Shared Use of Meeting Spaces

Meeting space at the Chamber facilities may be used by the Town with advance coordination (and vice versa).

#### Promotion/Marketing ~

1. Distribute a relocation/community guide
2. Distribute maps of the Chino Valley area
3. Provide link to the Town's business directory from the Chamber website. Printed copies of the listing will be made available at the Visitor Center.
4. Provide an accommodation, attraction, event & dining guide including members & non-members
5. Promote the \$20 on the 20<sup>th</sup> ("Build Community, Buy Local") campaign
6. Coordinate with the Town staff to build and maintain a community calendar and provide linkage to the Town's website from the Chamber website.
7. Provide a Town booth at the Chamber's Health & Business Expo
8. Co-sponsor a variety of Town and Chamber activities and participate in Town-Sponsored and other Community Events (ie 4<sup>th</sup> of July Celebrations, Springfest and others)
9. Feature the Town's "Business Support Center" in the Chamber Visitor's Center
10. One (1) radio show per month to be hosted by the Town, if desired
11. "Platinum Sponsorship" for all Chamber events

The Chamber agrees that all printed materials created and distributed by the Chamber with funds from the Town will contain a statement recognizing and acknowledging that funding has been provided by the Town for such documents.

#### Economic Development~

1. Coordinate with the Town and other Economic Development organizations such as NACOG, PVEDF, GPREP and Yavapai College to represent the Chino Valley Business Sector and to foster business development in the Town of Chino Valley.
2. Assist the Town in developing a balanced mix of base jobs, retail businesses, restaurants, shopping, nightlife and social activities that attract families, visitors and residents to live and shop in Chino Valley.

3. Participate and support the development of business incubator resources in Chino Valley, in cooperation with the Town of Chino Valley's Small Business Support Center and tie it to the chamber's web based online business tools.

Tourism~

1. Destination Marketing programs
2. Continue Tourism Committee

Education~

1. Annually conduct a "Citizens Academy"

In order to maintain fairness between the many industries and retail businesses inside the Town, the Chino Valley Chamber of Commerce shall practice the concept of being community focused. The Chamber's mission is to promote economic growth and serve as a voice for the business community to enhance the quality of life for Chino Valley.

Where appropriate, the Chamber shall be involved in Town planning efforts such as General Plan Updates and the consideration of amendments to Codes and Ordinances, to provide helpful feedback from the business sector. The Chamber may also choose to offer feedback on project proposals brought before the Council as deemed appropriate by the Chamber Board.

Upon request of the Chamber, the Town shall disclose to the Chamber any information that pertains to the business community that may be legally and practically released.

## EXHIBIT B

### ADDITIONAL SERVICES

#### Promotion/Marketing ~

- |                                                                                                                                                                 |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 12. Kiosk for the Town's "Business Support Center" in the Chamber Visitor's Center                                                                              | \$ 500*  |
| 13. Expand Visitor Center <i>(additional brochure holders for marketing pieces on things to do throughout Arizona, WiFi &amp; 1-2 donated public computers)</i> | \$1,000* |
| 14. Redesign Chamber website to include Economic Development & Business Support Center pages as well as existing pages pertinent to the Town/Community          | \$1,500* |
| 15. Community photo library                                                                                                                                     | \$ 500*  |

#### Economic Development~

- |                                                                                                                                                     |          |
|-----------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| 3. Renew "Tools for Business" subscription on chamber website <i>(Due June 2014)</i>                                                                | \$1,500  |
| 4. Economic Development Community Asset Inventory <i>(Education, Quality of life, Infrastructure, Transportation, Demographics &amp; Workforce)</i> | \$1,000* |

#### Tourism~

- |                                                                 |          |
|-----------------------------------------------------------------|----------|
| 1. Develop a Chino Valley Branding Campaign                     | \$2,500* |
| 2. Develop a tourism inventory to support the marketing program | \$ 250*  |
| 3. Attend the 2014 Annual Governor's Conference on Tourism      | \$ 500   |

#### Education~

- |                                                                                               |        |
|-----------------------------------------------------------------------------------------------|--------|
| 2. Coordinate training with SCORE/SBDC/Community College at Chamber & Business Support Center | \$ 500 |
| 3. Conduct Informational/Education Forums as needed                                           | \$ 500 |

|             |          |
|-------------|----------|
| Grand Total | \$10,250 |
|-------------|----------|

\*One-time cost

*Note: One-time cost total is \$7,250*

## Provisions of Agreement

Now, therefore, in consideration of the mutual promises and covenants of the parties, and other good and valuable consideration, the parties agree as follows:

The Town of Chino Valley agrees to tender to the Chino Valley Chamber of Commerce the sum of forty five thousand dollars (\$45,000) for services delineated and defined in this agreement.

### Visitor Center~

Maintain and staff the Visitor Center located within the Town. The Visitor Center will abide by the criteria set forth by the Arizona Office of Tourism to be a state designated LVIC (Local Visitor Information Center). The Visitor Center will be open to the public during normal working hours and staffed adequately to answer all correspondence, telephone or walk-in inquiries for general information relating to Chino Valley. The Visitor Center will be closed on posted Chamber holiday observances, a 24/7 kiosk on Chamber premises will be available at anytime with community information.

Meeting space at the Chamber facilities may be used by the Town with advance coordination (and vice versa).

### Promotion/Marketing ~

1. Distribute a relocation/community guide & maps of the Chino Valley area
2. Provide link to the Town's business directory from the Chamber website. Printed copies of the listing will be made available at the Visitor Center.
3. Provide an accommodation, attraction, event & dining guide including members & non-members
4. Coordinate with the Town staff to build and maintain a community calendar.
5. Provide a Town booth at the Chamber's Health & Business Expo
6. Co-sponsor a variety of Town and Chamber activities and participate in Town-Sponsored and other Community Events (ie 4<sup>th</sup> of July Celebrations, Halloween and others)
7. Feature the Town's "Business Support Center" in the Chamber Visitor's Center
8. One (1) radio show per month to be hosted by the Town, if desired
9. "Platinum Sponsorship" for all Chamber events
10. Continue expanding Visitor Center (*1-2 donated public computers*)

The Chamber agrees that all printed materials created and distributed by the Chamber with funds from the Town will contain a statement recognizing and acknowledging that funding has been provided by the Town for such documents.

### Economic Development~

1. Coordinate with the Town and other Economic Development organizations such as Northern Arizona Council of Governments, Prescott Valley Economic Development Foundation, Greather Prescott Regional Economic Partnership and Yavapai College to represent the Chino Valley Business Sector and to foster business development in the Town of Chino Valley.
2. Assist the Town in developing a balanced mix of base jobs, retail businesses, restaurants, shopping, nightlife and social activities that attract families, visitors and residents to live and shop in Chino Valley.

3. Participate, promote and support the development of business incubator resources in Chino Valley, in cooperation with the Town of Chino Valley's Small Business Support Center and tie it to the chamber's web based online business tools.
4. Promote "Build Community, Buy Local" & \$20 on the 20<sup>th</sup> campaign
5. Renew "Tools for Business" subscription on chamber website
6. Re-engage the Chino Valley Economic Development Group
  - a. Partner with Yavapai College Regional Economic Development Center to reach out to businesses in the community for input, needs, etc.
7. Conduct at least 1 business retention site visit a quarter with the Town Planner.

#### Tourism~

1. Participate in AOT Co-Op Destination Marketing program
2. Continue Tourism Committee

#### Education~

1. Annually conduct a "Citizens Academy"
2. Assist with public education on the Government Obligation Bond.

In order to maintain fairness between the many industries and retail businesses inside the Town, the Chino Valley Chamber of Commerce shall practice the concept of being community focused. The Chamber's mission is to promote economic growth and serve as a voice for the business community to enhance the quality of life for Chino Valley.

Where appropriate, the Chamber shall be involved in Town planning efforts such as General Plan Updates and the consideration of amendments to Codes and Ordinances, to provide helpful feedback from the business sector. The Chamber may also choose to offer feedback on project proposals brought before the Council as deemed appropriate by the Chamber Board.

Upon request of the Chamber, the Town shall disclose to the Chamber any information that pertains to the business community that may be legally and practically released.

Accountability Contract  
between Town of Chino Valley and  
Chino Valley Chamber of Commerce

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Town of Chino Valley, Arizona, an Arizona municipal corporation (hereinafter "Town") and the Chino Valley Chamber of Commerce (hereinafter "Chamber").

It is the finding of the Chino Valley Town Council that Chamber is offering services that benefit the Chino Valley community and Town and that Chamber should receive public funds in support of its facility, services and operations.

Now, therefore, in consideration of the mutual promises and covenants between the parties, and other good and valuable consideration, the parties agree as follows:

1. TERM OF AGREEMENT:

1.1 The initial term of this Agreement shall be from its effective date until June 30, 2015.

1.2 This Agreement shall automatically renew for up to five (5) successive one-year terms, effective July 1 of each successive year. If funds for this Agreement are not appropriated or budgeted by the third Monday of July of the preceding year, Town may terminate this Agreement (or any renewal thereof) by giving written notice to Chamber. Additionally, either party may opt out of the automatic renewal by giving written notice to the other party of intention to not renew no later than May 1 preceding the non-renewal fiscal year.

2. COMPENSATION: Town shall compensate Chamber in the amount of forty-five thousand dollars (\$45,000) for Services delineated and defined in this agreement.

3. SCOPE OF SERVICES: Chamber agrees to use funds received from Town to provide Visitor Center, Promotion/Marketing, Economic Development, Tourism and Education services ("Services"), as set forth in Exhibit A, which is attached hereto and incorporated herein and to use the funds from the Town for those purposes only. Chamber also agrees to maintain accurate financial records to enable Town to verify that the funds provided under this Agreement are expended in accordance with this Agreement. Chamber shall be responsible for compliance with all applicable federal, state and local laws and regulations.

4. REPORTING: At the completion of the Services, Chamber shall submit to Town an itemized report setting forth how the funds received from Town were expended.

5. INSPECTION: Within five (5) days of receipt of a written request from Town, Chamber agrees to open for inspection and to make available all financial records relating to the Services.

6. CONTRACT NONCOMPLIANCE: If Town, in its sole discretion, determines Chamber is in breach of this Agreement, Town shall give written notice to Chamber of the specific area of noncompliance. Chamber shall comply within 30 calendar days of the date of notice.

7. TERMINATION FOR CAUSE: If Chamber does not comply within 30 calendar days from the date of the notice of breach, Town may terminate this Agreement. Chamber shall immediately return to Town all funds not spent for the services described in Exhibit A.

8. TERMINATION PURSUANT TO A.R.S. § 38-511: Town may terminate this Agreement pursuant to A.R.S. § 38-511.

9. INDEMNIFICATION: Chamber agrees to hold harmless and indemnify Town from any loss, damage, liability, cost, charge or expense, whether direct or indirect, including reasonable attorney's fees, and whether to any person or property to which Town, its agents, employees or said parties may be subject to related to the Services, including, but not limited to, actions for bodily injury, illness, death or property damage.

10. INDEPENDENT CONTRACTOR: Chamber is an independent contractor and not an agent or employee of Town. Chamber shall supervise and direct the Services using Chamber's best skill and attention. Chamber shall be solely responsible for all staffing, curriculum, scheduling, supplies, equipment for and transportation of participants to events for Services. Chamber shall be responsible to its employees, volunteers, Town employees and other persons performing any services related to the Services as set forth in this Agreement.

11. ENTIRE AGREEMENT; AMENDMENTS: This Agreement represents the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended except through an appropriate writing signed by both parties.

12. ASSIGNMENT PROHIBITED: Chamber shall not assign any rights acquired hereby, without first obtaining the written consent of Town.

13. NO DISCRIMINATION: Neither Chamber nor its employees or agents will discriminate on the basis of race, religion, handicap, gender or national origin in providing the Services.

14. IMMIGRATION LAW WARRANTY: As required by A.R.S. § 41-4401, Chamber hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Chamber further warrants that after hiring an employee, Chamber verifies the employment eligibility of the employee through the E-Verify program. If Chamber uses any subcontractors in performance of the services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Chamber is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. Town at its option may terminate the Contract after the third violation. Chamber shall not be deemed in material breach of this Contract if the Chamber and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 3-214(A). Town retains the legal right to inspect the papers of any Chamber or subcontractor employee who works on the Contract to ensure that the Chamber or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at

reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

16. NOTICES: All notice provided for herein shall be hand delivered, delivered by overnight courier (e.g., Federal Express) or sent by certified or registered mail, return receipt requested, addressed to all parties hereto at the address designated for each party beside its signature or at such other address as the party who is to receive such notice may designate in writing. Notice shall be deemed completed upon: (i) such hand delivery or courier delivery or (ii) three (3) days after the deposit of same in a letter box or other means provided for the posting of mail, addressed to the party and with the proper amount of postage affixed thereto. Except as otherwise herein provided, actual receipt of notice shall not be required to effect notice hereunder.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names,

For Chamber

For Town

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Chris Marley, Mayor

\_\_\_\_\_  
Title

Town of Chino Valley  
202 North State Route 89  
Chino Valley, Arizona 86323  
(928) 636-2646

\_\_\_\_\_  
Address

Attest:

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Jami Lewis, Town Clerk

\_\_\_\_\_  
Telephone No.

Approved as to Form:

\_\_\_\_\_  
By: Phyllis Smiley  
Curtis, Goodwin, Sullivan, Udall  
& Schwab, PLC, Town Attorneys

## EXHIBIT A

### SCOPE OF SERVICES

The Chamber agrees to use the funds received from the Town to provide the following services:

#### Visitor Center~

Maintain and staff the Visitor Center located within the Town. The Visitor Center will abide by the criteria set forth by the Arizona Office of Tourism to be a state designated LVIC (Local Visitor Information Center). The Visitor Center will be open to the public during normal working hours and staffed adequately to answer all correspondence, telephone or walk-in inquiries for general information relating to Chino Valley. The Visitor Center will be closed on posted Chamber holiday observances, a 24/7 kiosk on Chamber premises will be available at anytime with community information.

#### Shared Use of Meeting Spaces

Meeting space at the Chamber facilities may be used by the Town with advance coordination (and vice versa).

#### Promotion/Marketing ~

1. Distribute a relocation/community guide.
2. Distribute maps of the Chino Valley area.
3. Provide link to the Town's business directory from the Chamber website. Printed copies of the listing will be made available at the Visitor Center.
4. Provide an accommodation, attraction, event & dining guide including members & non-members.
5. Coordinate with the Town staff to build and maintain a community calendar.
6. Provide a Town booth at the Chamber's Health & Business Expo.
7. Co-sponsor a variety of Town and Chamber activities and participate in Town-Sponsored and other Community Events (i.e., 4<sup>th</sup> of July Celebrations, Halloween and others).
8. Feature the Town's "Business Support Center" in the Chamber Visitor's Center.
9. One (1) radio show per month to be hosted by the Town, if desired.
10. "Platinum Sponsorship" for all Chamber events.
11. Continue expanding Visitor Center (*1-2 donated public computers*).

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#### Economic Development~

1. Coordinate with Town and other Economic Development organizations such as Northern Arizona Council of Governments, Prescott Valley Economic Development Foundation, Greater Prescott Regional Economic Partnership and Yavapai College to represent the Chino Valley Business Sector and to foster business development in the Town of Chino Valley.

2. Assist the Town in developing a balanced mix of base jobs, retail businesses, restaurants, shopping, nightlife and social activities that attract families, visitors and residents to live and shop in Chino Valley.
3. Participate and support the development of business incubator resources in Chino Valley, in cooperation with the Town of Chino Valley's Small Business Support Center and tie it to the chamber's web based online business tools.
4. Promote "Build Community, Buy Local" and \$20 on the 20<sup>th</sup> campaign.
5. Renew "Tools for Business" subscription on Chamber website.
6. Re-engage the Chino Valley Economic Development Group.
  - a. Partner with Yavapai College Regional Economic Development Center to reach out to businesses in the community for input, needs, etc.
7. Conduct at least 1 business retention site visit each quarter with the Town Planner.

#### Tourism~

1. Participate in Arizona Office of Tourism Co-Op Destination Marketing program.
2. Continue Tourism Committee.

#### Education~

1. Annually conduct a "Citizens Academy."
2. Assist with public education on the Government Obligation Bond.

In order to maintain fairness between the many industries and retail businesses located in Town, Chamber shall be community focused. Chamber's mission is to promote economic growth and serve as a voice for the business community to enhance the quality of life for Chino Valley.

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Upon request of Chamber, Town shall disclose to Chamber any information that pertains to the business community that may be legally and practically released.

## **2014/15 Budget Chamber/Town Services Agreement**

### **Income**

|                                 |           |
|---------------------------------|-----------|
| Town of Chino Valley (svc agmt) | \$ 45,000 |
|---------------------------------|-----------|

|                     |                  |
|---------------------|------------------|
| <b>Total Income</b> | <b>\$ 45,000</b> |
|---------------------|------------------|

### **Expenses**

|                                  |        |
|----------------------------------|--------|
| Computer (web maint/comp repair) | \$ 400 |
|----------------------------------|--------|

|                       |          |
|-----------------------|----------|
| Conference - AOT 2015 | \$ 1,200 |
|-----------------------|----------|

|                        |          |
|------------------------|----------|
| Conference - ICSC 2015 | \$ 1,300 |
|------------------------|----------|

|           |        |
|-----------|--------|
| Insurance | \$ 833 |
|-----------|--------|

|                 |        |
|-----------------|--------|
| Office Supplies | \$ 750 |
|-----------------|--------|

|                  |          |
|------------------|----------|
| Printing/Copying | \$ 1,300 |
|------------------|----------|

|                             |          |
|-----------------------------|----------|
| Advertising (AOT Coop FY16) | \$ 2,000 |
|-----------------------------|----------|

|                           |        |
|---------------------------|--------|
| Postage Relocation Guides | \$ 350 |
|---------------------------|--------|

|               |          |
|---------------|----------|
| Rent or Lease | \$ 7,200 |
|---------------|----------|

|                              |          |
|------------------------------|----------|
| Building repairs/maintenance | \$ 1,000 |
|------------------------------|----------|

|          |          |
|----------|----------|
| Platinum | \$ 2,500 |
|----------|----------|

|                   |          |
|-------------------|----------|
| Tools for Busines | \$ 1,000 |
|-------------------|----------|

|         |        |
|---------|--------|
| Mileage | \$ 500 |
|---------|--------|

|                                        |        |
|----------------------------------------|--------|
| Other (Vol gifts, permits, event fees) | \$ 250 |
|----------------------------------------|--------|

|                     |        |
|---------------------|--------|
| Meals/Entertainment | \$ 200 |
|---------------------|--------|

|            |        |
|------------|--------|
| Accounting | \$ 100 |
|------------|--------|

|                                |           |
|--------------------------------|-----------|
| Wages/Taxes/Benefits (.30 FTE) | \$ 21,486 |
|--------------------------------|-----------|

|           |          |
|-----------|----------|
| Utilities | \$ 2,950 |
|-----------|----------|

|                       |                  |
|-----------------------|------------------|
| <b>Total Expenses</b> | <b>\$ 45,319</b> |
|-----------------------|------------------|

|                        |                 |
|------------------------|-----------------|
| <b>Net income/loss</b> | <b>\$ (319)</b> |
|------------------------|-----------------|



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 7. b.

**Meeting Date:** 08/12/2014  
**Contact Person:** Joe Duffy, Finance Director  
Phone: 928-636-2646 x-1211  
**Department:** Finance  
**Item Type:** Action  
**Estimated length of staff presentation:** 5 minutes  
**Physical location of item:** N/A

---

#### AGENDA ITEM TITLE:

Consideration and possible action to approve Financial Report for the month ended June 30, 2014.

#### RECOMMENDED ACTION:

Approve Financial Report for the twelve months ended June 30, 2014.

#### SITUATION AND ANALYSIS:

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

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

The report includes the following sections;

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

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

**Other Information** - This section details other pertinent financial and statistical information including the Impact Fee Fund balance and the amount of General Fund Contingencies that have been allocated this fiscal year and a debt summary.

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

The June 30, 2014 Report is preliminary, prior to the annual audit.

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**Fiscal Impact**

**Fiscal Impact?:** No

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

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**Attachments**

June 2014

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# **Town of Chino Valley**

## **Arizona**

### **Financial Report**



**To The Town Council**

**For the Twelve Months Ending June 30, 2014 100% of the Fiscal Year**

**Note: Fiscal Year End figures are TENTATIVE AND PRELIMINARY prior to year end audit adjustments.**

| Town of Chino Valley                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                   |                                       |                      |                             |                                 |                 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------------------------------------|----------------------|-----------------------------|---------------------------------|-----------------|
| Revenue and Expense Summary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                   |                                       |                      |                             |                                 |                 |
| For the Twelve Months Ending June 30, 2014 100% of the Fiscal Year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                   |                                       |                      |                             |                                 |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                   |                                       | Actual vs Prior Year |                             |                                 |                 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Actual Year to Date<br>FY 2012-13 | Actual Year to Date<br>FY 2013-14 (2) | Amount               | % FY 2013-14/<br>FY 2012-13 | Annual Budget<br>FY 2013-14 (1) | % of Budget YTD |
| <b>GENERAL FUND</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                   |                                       |                      |                             |                                 |                 |
| <b>General Fund Revenues by Category</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                   |                                       |                      |                             |                                 |                 |
| Franchise Taxes                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$ 133,055                        | \$ 132,822                            | * \$ (233)           | 0%                          | \$ 138,500                      | 96%             |
| Tax Revenues                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$ 2,588,151                      | \$ 3,915,299                          | \$ 1,327,148         | 51%                         | \$ 3,911,000                    | 100%            |
| Licenses & Permits                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ 177,154                        | \$ 249,802                            | \$ 72,648            | 41%                         | \$ 165,000                      | 151%            |
| Intergovernmental                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$ 2,737,473                      | \$ 2,924,111                          | \$ 186,638           | 7%                          | \$ 2,892,400                    | 101%            |
| Charges for Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | \$ 438,798                        | \$ 96,890                             | \$ (341,908)         | -78%                        | \$ 102,300                      | 95%             |
| Fines and Forfeitures                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$ 149,004                        | \$ 108,168                            | \$ (40,836)          | -27%                        | \$ 132,500                      | 82%             |
| Other Revenues                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ 6,134                          | \$ 11,358                             | \$ 5,224             | 85%                         | \$ 2,300                        | 494%            |
| Contributions and Donations                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ 12,870                         | \$ 4,632                              | \$ (8,238)           | -64%                        | \$ 13,800                       | 34%             |
| Investment Earnings                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 567                            | \$ 611                                | \$ 44                | 8%                          | \$ 550                          | 111%            |
| Transfers In                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$ 438,654                        | \$ 55,480                             | \$ (383,174)         | -87%                        | \$ 65,480                       | 85%             |
| <b>Total Revenues</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>\$ 6,681,860</b>               | <b>\$ 7,499,172</b>                   | <b>\$ 817,312</b>    | <b>12%</b>                  | <b>\$ 7,423,830</b>             | <b>101%</b>     |
| * Estimated final quarter accruals.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                   |                                       |                      |                             |                                 |                 |
| Total Revenues for the General Fund are up \$817,312 over the previous fiscal year. Tax Revenues are up 51% due to the one percent sales tax rate increase. Charges for Services was down due to a one time payment received in FY 2012-13. Intergovernmental Revenues are up 7% primarily due to an increase in State Shared Income Tax and State Shared Sales Tax. Charges for Services and Fines and Forfeitures did not meet the budget projections. Transfers In were reduced in the current years budget over the prior year. The total General Fund Revenues are up 12% compared to the last fiscal year. Overall General Fund Revenues are \$75,342 higher than projected in the FY 14/15 budget. |                                   |                                       |                      |                             |                                 |                 |

| Town of Chino Valley                                                                                                                                                                                                                                          |                                   |                                       |                      |                             |                                 |                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------------------------------------|----------------------|-----------------------------|---------------------------------|-----------------|
| Revenue and Expense Summary                                                                                                                                                                                                                                   |                                   |                                       |                      |                             |                                 |                 |
| For the Twelve Months Ending June 30, 2014 100% of the Fiscal Year                                                                                                                                                                                            |                                   |                                       |                      |                             |                                 |                 |
|                                                                                                                                                                                                                                                               |                                   |                                       | Actual vs Prior Year |                             |                                 |                 |
|                                                                                                                                                                                                                                                               | Actual Year to Date<br>FY 2012-13 | Actual Year to Date<br>FY 2013-14 (2) | Amount               | % FY 2013-14/<br>FY 2012-13 | Annual Budget<br>FY 2013-14 (1) | % of Budget YTD |
| <b>General Fund Expenditures by Department</b>                                                                                                                                                                                                                |                                   |                                       |                      |                             |                                 |                 |
| Prosecutor                                                                                                                                                                                                                                                    | \$ 107,009                        | \$ 117,945                            | \$ 10,936            | 10%                         | \$ 118,650                      | 99%             |
| Town Clerk                                                                                                                                                                                                                                                    | \$ 182,620                        | \$ 169,400                            | \$ (13,220)          | -7%                         | \$ 233,850                      | 72%             |
| Town Manager                                                                                                                                                                                                                                                  | \$ 321,672                        | \$ 348,485                            | \$ 26,813            | 8%                          | \$ 348,850                      | 100%            |
| Human Recourses                                                                                                                                                                                                                                               | \$ 52,364                         | \$ 61,437                             | \$ 9,073             | 17%                         | \$ 66,950                       | 92%             |
| Municipal Court                                                                                                                                                                                                                                               | \$ 265,100                        | \$ 280,350                            | \$ 15,250            | 6%                          | \$ 294,800                      | 95%             |
| Finance                                                                                                                                                                                                                                                       | \$ 252,580                        | \$ 279,158                            | \$ 26,578            | 11%                         | \$ 284,050                      | 98%             |
| Management Information System                                                                                                                                                                                                                                 | \$ 192,962                        | \$ 218,232                            | \$ 25,270            | 13%                         | \$ 244,500                      | 89%             |
| Mayor and Council                                                                                                                                                                                                                                             | \$ 28,142                         | \$ 23,118                             | \$ (5,024)           | -18%                        | \$ 29,550                       | 78%             |
| Planning                                                                                                                                                                                                                                                      | \$ 124,618                        | \$ 175,782                            | \$ 51,164            | 41%                         | \$ 169,350                      | 104%            |
| Building Inspection                                                                                                                                                                                                                                           | \$ 175,600                        | \$ 211,438                            | \$ 35,838            | 20%                         | \$ 231,030                      | 92%             |
| Police                                                                                                                                                                                                                                                        | \$ 2,251,465                      | \$ 2,320,992                          | \$ 69,527            | 3%                          | \$ 2,491,650                    | 93%             |
| Animal Control                                                                                                                                                                                                                                                | \$ 84,394                         | \$ 91,890                             | \$ 7,496             | 9%                          | \$ 96,400                       | 95%             |
| Recreation                                                                                                                                                                                                                                                    | \$ 28,472                         | \$ 26,279                             | \$ (2,193)           | -8%                         | \$ 74,250                       | 35%             |
| Library                                                                                                                                                                                                                                                       | \$ 260,325                        | \$ 276,055                            | \$ 15,730            | 6%                          | \$ 281,050                      | 98%             |
| Senior Center                                                                                                                                                                                                                                                 | \$ 188,156                        | \$ 207,449                            | \$ 19,293            | 10%                         | \$ 214,450                      | 97%             |
| Parks Maintenance                                                                                                                                                                                                                                             | \$ 331,009                        | \$ 311,999                            | \$ (19,010)          | -6%                         | \$ 385,300                      | 81%             |
| Aquatic Center                                                                                                                                                                                                                                                | \$ 206,791                        | \$ 208,667                            | \$ 1,876             | 1%                          | \$ 277,500                      | 75%             |
| Public Works Administration                                                                                                                                                                                                                                   | \$ 17,557                         | \$ -                                  | \$ (17,557)          | -100%                       | \$ -                            |                 |
| Facilities Maintenance                                                                                                                                                                                                                                        | \$ 270,730                        | \$ 313,841                            | \$ 43,111            | 16%                         | \$ 349,000                      | 90%             |
| Fleet Maintenance                                                                                                                                                                                                                                             | \$ 302,821                        | \$ 312,343                            | \$ 9,522             | 3%                          | \$ 332,350                      | 94%             |
| Engineering                                                                                                                                                                                                                                                   | \$ 43,312                         | \$ 68,434                             | \$ 25,122            | 58%                         | \$ 64,900                       | 105%            |
| Non Departmental                                                                                                                                                                                                                                              | \$ 507,026                        | \$ 702,312                            | \$ 195,286           | 39%                         | \$ 808,800                      | 87%             |
| <b>Total Expenditures</b>                                                                                                                                                                                                                                     | <b>\$ 6,194,725</b>               | <b>\$ 6,725,606</b>                   | <b>\$ 530,881</b>    | <b>9%</b>                   | <b>\$ 7,397,230</b>             | <b>91%</b>      |
| <b>Total Revenue Over (Under)</b>                                                                                                                                                                                                                             |                                   |                                       |                      |                             |                                 |                 |
| <b>Total Expenditures</b>                                                                                                                                                                                                                                     | <b>\$ 487,135</b>                 | <b>\$ 773,566</b>                     | <b>\$ 286,431</b>    |                             | <b>\$ 26,600</b>                |                 |
| <b>GENERAL FUND (Continued)</b>                                                                                                                                                                                                                               |                                   |                                       |                      |                             |                                 |                 |
| Total General Fund Expenditures ended at 91% of budget this fiscal year with 100% of the fiscal year complete. Expenditures are \$530,881 higher to date than last fiscal year. Total expenditures were \$106,529 less than projected in the FY 14/15 budget. |                                   |                                       |                      |                             |                                 |                 |

**Town of Chino Valley**  
**Revenue and Expense Summary**  
**For the Twelve Months Ending June 30, 2014 100% of the Fiscal Year**

|                                  |                                   |                                       | Actual vs Prior Year |                             |                                 |                 |
|----------------------------------|-----------------------------------|---------------------------------------|----------------------|-----------------------------|---------------------------------|-----------------|
|                                  | Actual Year to Date<br>FY 2012-13 | Actual Year to Date<br>FY 2013-14 (2) | Amount               | % FY 2013-14/<br>FY 2012-13 | Annual Budget<br>FY 2013-14 (1) | % of Budget YTD |
| <b>HIGHWAY USER REVENUE FUND</b> |                                   |                                       |                      |                             |                                 |                 |
| Total Revenues                   | \$ 785,860                        | \$ 773,858                            | \$ (12,002)          | -2%                         | \$ 1,019,550                    | 76%             |
| <b>Expenditures</b>              |                                   |                                       |                      |                             |                                 |                 |
| Road Maintenance                 | \$ 609,786                        | \$ 1,020,701                          | \$ 410,915           | 67%                         | \$ 1,019,550                    | 100%            |
| Total Revenue Over (Under)       |                                   |                                       |                      |                             |                                 |                 |
| Total Expenditures               | \$ 176,074                        | \$ (246,843)                          | \$ (422,917)         |                             | \$ -                            |                 |

Total Fund Revenues are down slightly over the prior fiscal year. Expenditures are up due to the chip seal work completed this fiscal year. The department ended \$32,337 over what was projected with the FY 14/15 budget.

|                              |            |            |              |      |            |      |
|------------------------------|------------|------------|--------------|------|------------|------|
| <b>WATER ENTERPRISE FUND</b> |            |            |              |      |            |      |
| Water Revenues               | \$ 439,577 | \$ 496,524 | \$ 56,947    |      | \$ 472,000 |      |
| Transfers In                 | \$ 362,988 | \$ 220,000 | \$ (142,988) |      | \$ 220,000 |      |
| Total Revenues               | \$ 802,565 | \$ 716,524 | \$ (86,041)  | -11% | \$ 692,000 | 104% |
| <b>Expenditures</b>          |            |            |              |      |            |      |
| Water Utility Operations     | \$ 527,726 | \$ 576,082 | \$ 48,356    |      | \$ 539,700 |      |
| Debt Service/Reserve         | \$ 28,020  | \$ 26,895  | \$ (1,125)   |      | \$ 94,895  |      |
| Total Expenditures           | \$ 555,746 | \$ 602,977 | \$ 47,231    | 8%   | \$ 634,595 | 95%  |
| Total Revenue Over (Under)   |            |            |              |      |            |      |
| Total Expenditures           | \$ 246,819 | \$ 113,547 | \$ (133,272) |      | \$ 57,405  |      |

Total Water Enterprise Fund Revenues are up over last fiscal year due to an increase in Impact Fees. Water Service Fees are down 16% due to reduced ball field watering and a faulty meter at the Old Home Manor Ball Fields. Expenditures are up slightly over last fiscal year and are at 95% of budget year to date. The department ended \$10,410 better than projected in the FY 14/15 budget.

|                              |              |              |             |     |              |     |
|------------------------------|--------------|--------------|-------------|-----|--------------|-----|
| <b>SEWER ENTERPRISE FUND</b> |              |              |             |     |              |     |
| Total Revenue                | \$ 1,211,934 | \$ 1,457,673 | \$ 245,739  | 20% | \$ 1,683,365 | 87% |
| <b>Expenditures</b>          |              |              |             |     |              |     |
| Sewer                        | \$ 850,168   | \$ 983,771   | \$ 133,603  |     | \$ 892,050   |     |
| Debt Service/Reserve         | \$ 323,837   | \$ 239,326   | \$ (84,511) |     | \$ 791,315   |     |
| Total Expenditures           | \$ 1,174,005 | \$ 1,223,097 | \$ 49,092   | 4%  | \$ 1,683,365 | 73% |
| Total Revenue Over (Under)   |              |              |             |     |              |     |
| Total Expenditures           | \$ 37,929    | \$ 234,576   | \$ 196,647  |     | \$ -         |     |

Total Sewer Enterprise Fund Revenues are up 20% over last fiscal year. Sewer Service Fees are up 15% primarily due to the rate increase adopted last fiscal year. The Town collected \$150,490 in Sewer Buy in Fees so far this fiscal year. Expenditures are up 4% and ended the years at 73% of the budget.

| Town of Chino Valley                                                                                                                                                                                                                                                      |                                   |                                       |                             |                             |                                 |                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|---------------------------------------|-----------------------------|-----------------------------|---------------------------------|-----------------|
| Revenue and Expense Summary                                                                                                                                                                                                                                               |                                   |                                       |                             |                             |                                 |                 |
| For the Twelve Months Ending June 30, 2014 100% of the Fiscal Year                                                                                                                                                                                                        |                                   |                                       |                             |                             |                                 |                 |
|                                                                                                                                                                                                                                                                           |                                   |                                       | Actual vs Prior Year        |                             |                                 |                 |
|                                                                                                                                                                                                                                                                           | Actual Year to Date<br>FY 2012-13 | Actual Year to Date<br>FY 2013-14 (2) | Amount                      | % FY 2013-14/<br>FY 2012-13 | Annual Budget<br>FY 2013-14 (1) | % of Budget YTD |
| <b>CAPITAL IMPROVEMENT FUND</b>                                                                                                                                                                                                                                           |                                   |                                       |                             |                             |                                 |                 |
| Total Revenues                                                                                                                                                                                                                                                            | \$ 1,498,461                      | \$ 1,421,794                          | \$ (76,667)                 | -5%                         | \$ 4,790,800                    | 30%             |
| Transfers IN Road Impact Fees                                                                                                                                                                                                                                             |                                   | \$ 734,257                            | \$ 734,257                  |                             | \$ 1,000,000                    |                 |
| Capital Improvements                                                                                                                                                                                                                                                      | \$ 315,424                        | \$ 1,026,351                          | \$ 710,927                  |                             | \$ 4,584,000                    |                 |
| Transfers                                                                                                                                                                                                                                                                 | \$ 1,358,388                      | \$ 858,099                            | \$ (500,289)                |                             | \$ 1,206,800                    |                 |
| Total Expenditures                                                                                                                                                                                                                                                        | \$ 1,673,812                      | \$ 1,884,450                          | \$ 210,638                  | 13%                         | \$ 5,790,800                    | 33%             |
| Total Revenue Over (Under)<br>Total Expenditures                                                                                                                                                                                                                          | \$ (175,351)                      | \$ 271,601                            | \$ 446,952                  |                             | \$ -                            |                 |
| Capital Improvement Fund Revenues are down slightly by 5% over the prior fiscal year. Transfers are down due to the reduced amount budgeted this fiscal year. The majority of the work done this fiscal year in the Capital Projects fund was funded by Road Impact Fees. |                                   |                                       |                             |                             |                                 |                 |
| Detailed Capital Improvement Fund Projects Funded<br>by Road Impact Fees                                                                                                                                                                                                  |                                   | Actual Year to Date<br>FY 2013-14     | Annual Budget<br>FY 2013-14 |                             |                                 |                 |
| Center Street Box Culvert                                                                                                                                                                                                                                                 |                                   | \$ 46,565                             | \$ 500,000                  |                             |                                 |                 |
| Road 4 South Right of Way                                                                                                                                                                                                                                                 |                                   | \$ 267,414                            | \$ 300,000                  |                             |                                 |                 |
| ADOT Contribution                                                                                                                                                                                                                                                         |                                   | \$ 100,000                            |                             |                             |                                 |                 |
| Road 4 South Phase 1                                                                                                                                                                                                                                                      |                                   | \$ 182,093                            |                             |                             |                                 |                 |
| Road 4 South Phase 2                                                                                                                                                                                                                                                      |                                   | \$ 106,906                            |                             |                             |                                 |                 |
| Road 1 East & Road 3 South                                                                                                                                                                                                                                                |                                   | \$ 31,279                             | \$ 200,000                  |                             |                                 |                 |
|                                                                                                                                                                                                                                                                           |                                   | \$ 734,257                            | \$ 1,000,000                |                             |                                 |                 |

| Town of Chino Valley                                                  |                                   |                                       |                      |                             |                                 |                 |
|-----------------------------------------------------------------------|-----------------------------------|---------------------------------------|----------------------|-----------------------------|---------------------------------|-----------------|
| Revenue and Expense Summary                                           |                                   |                                       |                      |                             |                                 |                 |
| For the Twelve Months Ending June 30, 2014 100% of the Fiscal Year    |                                   |                                       |                      |                             |                                 |                 |
|                                                                       |                                   |                                       | Actual vs Prior Year |                             |                                 |                 |
|                                                                       | Actual Year to Date<br>FY 2012-13 | Actual Year to Date<br>FY 2013-14 (2) | Amount               | % FY 2013-14/<br>FY 2012-13 | Annual Budget<br>FY 2013-14 (1) | % of Budget YTD |
| <b>OTHER MINOR FUNDS</b>                                              |                                   |                                       |                      |                             |                                 |                 |
| <b>Other Minor Funds -Revenues</b>                                    |                                   |                                       |                      |                             |                                 |                 |
| CDBG Grant                                                            | \$ 315,162                        | \$ -                                  | \$ (315,162)         |                             | \$ -                            |                 |
| Grants Fund                                                           | \$ 527,910                        | \$ 179,505                            | \$ (348,405)         |                             | \$ 700,000                      |                 |
| Special Revenue Fund Court                                            | \$ 14,901                         | \$ 9,566                              | \$ (5,335)           |                             | \$ 15,600                       |                 |
| Capital Asset Replacement                                             | \$ 494                            | \$ 9,210                              | \$ 8,716             |                             | \$ 25,000                       |                 |
| Police Impact Fee Funds                                               | \$ 3,471                          | \$ 17,421                             | \$ 13,950            |                             | \$ 50,000                       |                 |
| Library Impact Fee Funds                                              | \$ 682                            | \$ 56,941                             | \$ 56,259            |                             | \$ 7,000                        |                 |
| Parks/Rec Impact Fee Funds                                            | \$ 1,969                          | \$ 16,651                             | \$ 14,682            |                             | \$ 29,000                       |                 |
| Roads Impact Fee Funds                                                | \$ 26,270                         | \$ 156,786                            | \$ 130,516           |                             | \$ 1,000,000                    |                 |
| Special Revenue Fund PD                                               | \$ 28,733                         | \$ 51,816                             | \$ 23,083            |                             | \$ 25,000                       |                 |
| CVSLID Districts                                                      | \$ 3,809                          | \$ 2,394                              | \$ (1,415)           |                             | \$ 3,578                        |                 |
| <b>Total Revenues</b>                                                 | <b>\$ 923,401</b>                 | <b>\$ 500,290</b>                     | <b>\$ (423,111)</b>  | <b>-46%</b>                 | <b>\$ 1,855,178</b>             | <b>27%</b>      |
|                                                                       |                                   |                                       |                      |                             |                                 |                 |
| CDBG Grant                                                            | \$ 315,162                        | \$ -                                  | \$ (315,162)         |                             | \$ 650,914                      |                 |
| Grants Funds                                                          | \$ 461,735                        | \$ 366,452                            | \$ (95,283)          |                             | \$ 700,000                      |                 |
| Special Revenue Fund - Court                                          | \$ 9,961                          | \$ 8,672                              | \$ (1,289)           |                             | \$ 500                          |                 |
| Capital Replacement Fund                                              | \$ 1,426                          | \$ 5,638                              | \$ 4,212             |                             | \$ 30,000                       |                 |
| Police Impact Fee Funds                                               | \$ 1,218                          | \$ 13,521                             | \$ 12,303            |                             | \$ 50,000                       |                 |
| Library Impact Fee Funds                                              | \$ 23,014                         | \$ 140,903                            | \$ 117,889           |                             | \$ 7,000                        |                 |
| Parks/Rec Impact Fee Funds                                            | \$ 96,575                         | \$ 1,277                              | \$ (95,298)          |                             | \$ 29,000                       |                 |
| Roads Impact Fee Funds                                                | \$ 669,304                        | \$ 739,880                            | \$ 70,576            |                             | \$ 1,000,000                    |                 |
| Special Revenue Fund PD                                               | \$ 35,400                         | \$ 24,338                             | \$ (11,062)          |                             | \$ 30,000                       |                 |
| CVSLID Districts                                                      | \$ 3,726                          | \$ 4,404                              | \$ 678               |                             | \$ 3,806                        |                 |
| <b>Total Expenditures</b>                                             | <b>\$ 1,617,521</b>               | <b>\$ 1,305,085</b>                   | <b>\$ (312,435)</b>  | <b>-19%</b>                 | <b>\$ 2,501,220</b>             | <b>52%</b>      |
|                                                                       |                                   |                                       |                      |                             |                                 |                 |
| <b>Total Revenue Over (Under)</b>                                     |                                   |                                       |                      |                             |                                 |                 |
| <b>Total Expenditures</b>                                             | <b>\$ (694,120)</b>               | <b>\$ (804,795)</b>                   | <b>\$ (110,675)</b>  |                             | <b>\$ (646,042)</b>             |                 |
|                                                                       |                                   |                                       |                      |                             |                                 |                 |
| <b>TOTAL ALL FUNDS</b>                                                |                                   |                                       |                      |                             |                                 |                 |
| <b>Total Revenue All Funds</b>                                        | <b>\$ 11,904,081</b>              | <b>\$ 12,369,310</b>                  | <b>\$ 465,230</b>    | <b>4%</b>                   | <b>\$ 17,464,723</b>            | <b>71%</b>      |
| <b>Total Expenditures All Funds</b>                                   | <b>\$ 11,825,595</b>              | <b>\$ 12,761,916</b>                  | <b>\$ 936,321</b>    | <b>8%</b>                   | <b>\$ 19,026,760</b>            | <b>67%</b>      |
|                                                                       |                                   |                                       |                      |                             |                                 |                 |
| <b>Total Revenue Over (Under)</b>                                     |                                   |                                       |                      |                             |                                 |                 |
| <b>Total Expenditures All Funds</b>                                   | <b>\$ 78,486</b>                  | <b>\$ (392,606)</b>                   | <b>\$ (471,092)</b>  |                             | <b>\$ (1,562,037)</b>           |                 |
|                                                                       |                                   |                                       |                      |                             |                                 |                 |
| (1) Budget does not include Carryover Amounts from Prior Fiscal Years |                                   |                                       |                      |                             |                                 |                 |
| (2) Year to date amounts include actual expenditures paid to date.    |                                   |                                       |                      |                             |                                 |                 |

**Town of Chino Valley**  
**Major Revenue Summary**  
**For the Twelve Months Ending June 30, 2014 100% of the Fiscal Year**

|                                |                                   |                             |                                    |                    | Actual vs Prior Year |            |
|--------------------------------|-----------------------------------|-----------------------------|------------------------------------|--------------------|----------------------|------------|
|                                | Actual Year to Date<br>FY 2012-13 | Annual Budget<br>FY 2013-14 | Actual Year to Date<br>FY 2013-14* | % of Budget<br>YTD | Amount               | %          |
| Town Sales Tax Retail          | \$ 2,287,735                      | \$ 3,670,000                | \$ 3,620,777                       | 99%                | \$ 1,333,042         | 58%        |
| Vehicle License Tax            | \$ 564,341                        | \$ 563,000                  | \$ 596,994                         | 106%               | \$ 32,654            | 6%         |
| State Shared Sales Tax         | \$ 885,391                        | \$ 935,000                  | \$ 941,542                         | 101%               | \$ 56,150            | 6%         |
| State Shared Income Tax        | \$ 1,104,933                      | \$ 1,207,000                | \$ 1,205,692                       | 100%               | \$ 100,758           | 9%         |
| Highway User Revenue           | \$ 747,180                        | \$ 763,000                  | \$ 773,367                         | 101%               | \$ 26,187            | 4%         |
| Water Service Fees             | \$ 436,908                        | \$ 467,000                  | \$ 366,883                         | 79%                | \$ (70,024)          | -16%       |
| Capital Improvement            | \$ 1,140,556                      | \$ 1,138,000                | \$ 1,129,965                       | 99%                | \$ (10,591)          | -1%        |
| Sewer Service Fees             | \$ 1,051,435                      | \$ 1,125,000                | \$ 1,208,915                       | 107%               | \$ 157,480           | 15%        |
| <b>Major Revenues Y.T.D.</b>   | <b>\$ 8,218,480</b>               | <b>\$ 9,868,000</b>         | <b>\$ 9,844,135</b>                | <b>100%</b>        | <b>\$ 1,625,655</b>  | <b>20%</b> |
| <b>Total Revenue All Funds</b> | <b>\$ 11,904,081</b>              | <b>\$ 17,464,723</b>        | <b>\$ 12,369,310</b>               | <b>71%</b>         | <b>\$ 465,230</b>    | <b>4%</b>  |

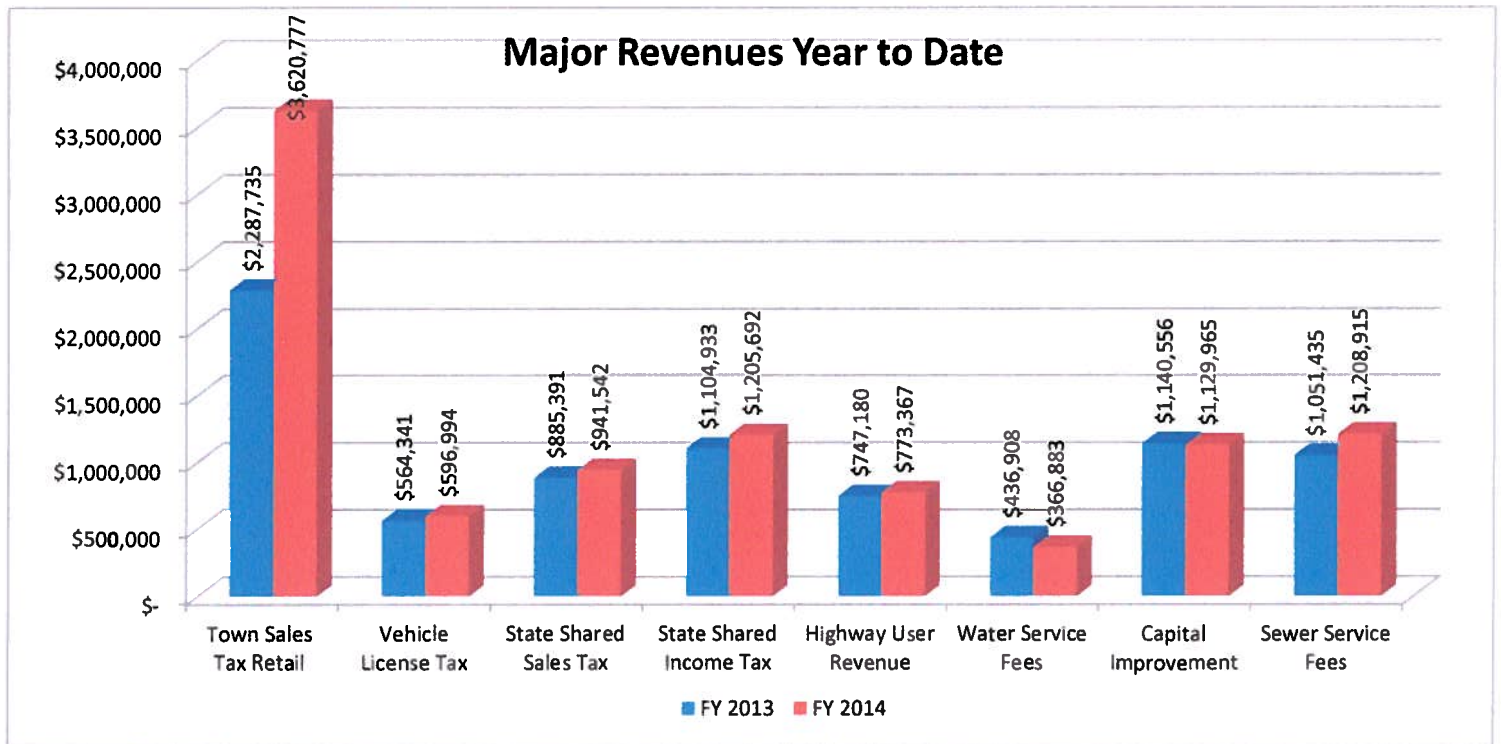
69%

57%

80%

\*Note Retail Sales Tax Rate increased from 3% to 4% on June 1, 2013.

The Major Revenues are up \$1,625,655 or 20% over the prior fiscal year. The largest portion is attributed to the 1% sales tax increase that went into effect this fiscal year. Sewer Service Fees are up 15% over last fiscal year due to the adopted rate increase.



| Impact Fee Fund Recaps                                                                                                                    |                                   |                             |                                              |                   |                  |
|-------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------------------------|----------------------------------------------|-------------------|------------------|
| For the Twelve Months Ending June 30, 2014 100% of the Fiscal Year                                                                        |                                   |                             |                                              |                   |                  |
|                                                                                                                                           | Police Impact Fees                | Library Impact Fees         | Parks/Rec Impact Fees                        | Roads Impact Fees |                  |
| Beginning Fund Balance @ 6/30/13                                                                                                          | \$ 78,889                         | \$ 83,963                   | \$ 23,394                                    | \$ 1,951,941      |                  |
| Impact Fees Revenue to Date                                                                                                               | \$ 17,421                         | \$ 56,941                   | \$ 16,651                                    | \$ 156,786        |                  |
| Impact Fees Expenditures to Date                                                                                                          | \$ 13,521                         | \$ 140,903                  | \$ 1,277                                     | \$ 739,880        |                  |
| Ending Fund Balance to Date                                                                                                               | \$ 82,789                         | \$ -                        | \$ 38,768                                    | \$ 1,368,847      |                  |
| Budgeted Expenditures FY 13/14                                                                                                            | \$ 50,000                         | \$ 7,000                    | \$ 29,000                                    | \$ 1,000,000      |                  |
| Library Impact Fees include a \$30,000 grant from the Yavapai Library District and \$21,822 contribution from the Friends of the Library. |                                   |                             |                                              |                   |                  |
| Contingency Funds Budget                                                                                                                  |                                   |                             |                                              |                   |                  |
| For the Twelve Months Ending June 30, 2014 100% of the Fiscal Year                                                                        |                                   |                             |                                              |                   |                  |
|                                                                                                                                           | Actual Year to Date<br>FY 2013-14 | Annual Budget<br>FY 2013-14 |                                              |                   |                  |
| General Fund Budget                                                                                                                       |                                   | \$ 321,500                  |                                              |                   |                  |
| Budget Adjustments                                                                                                                        |                                   | \$ (60,000)                 |                                              |                   |                  |
|                                                                                                                                           |                                   | \$ 261,500                  |                                              |                   |                  |
| Encumbered to Date                                                                                                                        |                                   |                             |                                              |                   |                  |
| North Campus Gas Line                                                                                                                     | \$ 100,186                        | \$ 100,186                  |                                              |                   |                  |
| Great Prescott Regional Economic                                                                                                          | \$ 10,500                         | \$ 10,500                   |                                              |                   |                  |
| Firefighters Memorial Bench                                                                                                               | \$ 976                            | \$ 976                      |                                              |                   |                  |
| Retreat                                                                                                                                   | \$ 5,309                          | \$ 5,309                    |                                              |                   |                  |
| General Fund Balance                                                                                                                      |                                   | \$ 144,529                  |                                              |                   |                  |
| HURF Fund Budget                                                                                                                          |                                   | \$ 9,500                    |                                              |                   |                  |
| Water Fund Budget                                                                                                                         |                                   | \$ 23,000                   |                                              |                   |                  |
| Sewer Fund Budget                                                                                                                         |                                   | \$ 68,500                   |                                              |                   |                  |
| Balance of Contingency Budget                                                                                                             | \$ 116,971                        | \$ 245,529                  |                                              |                   |                  |
| Annual Debt Service Summary By Fund                                                                                                       |                                   |                             |                                              |                   |                  |
| Fiscal Year Ended June 30, 2014                                                                                                           |                                   |                             |                                              |                   |                  |
| Debt Issue                                                                                                                                | Date Issued                       | Original Amount             | Outstanding<br>Amount as of<br>June 30, 2013 | FY 2014 Principal | FY 2014 Interest |
| General Government                                                                                                                        |                                   |                             |                                              |                   |                  |
| GADA Loan 2007A                                                                                                                           | 7/1/2011                          | \$ 3,825,000                | \$ 3,695,000                                 | \$ 75,000         | \$ 175,981       |
| US Bank Series 2010                                                                                                                       | 12/15/2010                        | \$ 7,280,000                | \$ 7,280,000                                 |                   | \$ 331,638       |
|                                                                                                                                           |                                   | \$ 11,105,000               | \$ 10,975,000                                | \$ 75,000         | \$ 507,619       |
| Water Enterprise Fund                                                                                                                     |                                   |                             |                                              |                   |                  |
| US Bank Series 2010                                                                                                                       | 12/15/2010                        | \$ 745,000                  | \$ 655,000                                   | \$ 45,000         | \$ 26,895        |
| Sewer Enterprise Fund                                                                                                                     |                                   |                             |                                              |                   |                  |
| WIFA                                                                                                                                      | 1/10/2007                         | \$ 1,580,000                | \$ 1,166,086                                 | \$ 75,796         | \$ 32,161        |
| WIFA                                                                                                                                      | 1/11/2008                         | \$ 4,853,000                | \$ 3,973,676                                 | \$ 235,511        | \$ 111,819       |
| USDA                                                                                                                                      | 2/16/2007                         | \$ 1,595,000                | \$ 1,450,165                                 | \$ 37,140         | \$ 59,136        |
| USDA                                                                                                                                      | 4/10/2008                         | \$ 1,505,000                | \$ 1,406,302                                 | \$ 33,470         | \$ 57,382        |
| USDA                                                                                                                                      | 4/16/2008                         | \$ 1,332,000                | \$ 1,245,534                                 | \$ 29,577         | \$ 50,823        |
|                                                                                                                                           |                                   | \$ 10,865,000               | \$ 9,241,763                                 | \$ 411,494        | \$ 311,321       |
| Total Town of Chino Valley Debt                                                                                                           |                                   | \$ 22,715,000               | \$ 20,871,763                                | \$ 531,494        | \$ 845,835       |



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 7. c.

**Meeting Date:** 08/12/2014  
**Contact Person:** Joe Duffy, Finance Director  
Phone: 928-636-2646 x-1211  
**Department:** Finance  
**Item Type:** Action  
**Estimated length of staff presentation:** 5 minutes  
**Physical location of item:** Bright Star Subdivision

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#### AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 14-1044, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2014/2015, pursuant to Section 48-616, Arizona Revised Statutes.

#### RECOMMENDED ACTION:

Approve Resolution No. 14-1044, levying and assessing the ad valorem tax for the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2014/2015.

#### SITUATION AND ANALYSIS:

See attached:

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#### Fiscal Impact

**Fiscal Impact?:** Yes

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

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

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#### Attachments

Staff Report - SLID Tax Levy

Resolution 14-1044 SLID Tax Levy & Assessment

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**Situation and Analysis:** Resolution 14-1044, Levying and Assessing an ad valorem tax on the real and personal property located within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts.

Each year, the Town of Chino Valley Street Lighting Improvement Districts are required by Arizona State law to undergo the same budgeting process as municipalities. The final step in that process is for the Town Council to approve a resolution to levy and assess an ad valorem tax on the real and personal properties located within the boundaries of each street lighting improvement district to pay for the annual expenses of those districts. Authorization of this resolution accepts the statements and estimated expenses incurred by each of those districts. Approval of Resolution 14-1044 will levy the tax and direct the County to calculate the rate necessary to raise enough money to pay for the expenses of the district.

## **RESOLUTION NO. 14-1044**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, 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 TOWN OF CHINO VALLEY STREET LIGHTING IMPROVEMENT DISTRICTS IN AMOUNTS SPECIFIED IN THE APPROVED STATEMENTS AND ESTIMATES FOR FISCAL YEAR 2014/2015.**

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 the Chino Valley Street Lighting Improvement Districts as the final budgets for the districts for fiscal year 2014/2015, after a public hearing on the statements and estimates was held on July 22, 2014; 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 by the Mayor and Common Council of the Town of Chino Valley, County of Yavapai, Arizona, that for each street lighting improvement district listed on the Schedule of Estimated Assessments, attached hereto as Exhibit A and incorporated herein, 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. Said levy shall not exceed \$1.20 per \$100 assessed valuation as specified in the column labeled 2014/2015 Levy Request.

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 or parts of resolutions in conflict with the provisions of this resolution are hereby repealed.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or

unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 12<sup>th</sup> day of August, 2014.

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Chris Marley, Mayor

ATTEST:

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Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

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Curtis, Goodwin, Sullivan, Udall & Schwab, PLC  
Town Attorneys  
By: Phyllis Smiley

I hereby certify the above foregoing Resolution No. 14-1044 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on August 12, 2014, and that quorum was present thereat and that the vote thereon was \_\_\_\_ ayes and \_\_\_\_ nays and \_\_\_\_ abstentions. \_\_\_\_ Council members were absent or excused.

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Jami C. Lewis, Town Clerk

The following exhibits are attached hereto and incorporated herein:

A. Schedule of Estimates

## Exhibit A

TOWN OF CHINO VALLEY, ARIZONA  
Street Lighting Improvement Districts  
**Schedule of Estimated Assessments**  
Fiscal Year 2014/2015

Prepared By: \_\_\_\_\_

| Co. Dist. No. | Town ID No. | Town ID Name                                                    | 2014/2015<br>Projected<br>Expenses | 2014/2015<br>Levy<br>Request |
|---------------|-------------|-----------------------------------------------------------------|------------------------------------|------------------------------|
| 13004         | CVSLID 1    | Chino Valley, Arizona, CVSLID #1 Lighting Improvement District  | \$ 2,017                           | \$ 2,017                     |
| 13005         | CVSLID 2    | Chino Valley, Arizona, CVSLID #2 Lighting Improvement District  | \$ 1,041                           | \$ 1,041                     |
| 13006         | CVSLID 3A   | Chino Valley, Arizona, CVSLID #3A Lighting Improvement District | \$ 942                             | \$ 942                       |



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 7. d.

**Meeting Date:** 08/12/2014  
**Contact Person:** Ron Grittmann, Town Engineer  
Phone: 928-636-2646 x-1223  
**Department:** Public Works  
**Item Type:** Action  
**Estimated length of staff presentation:** 5 minutes  
**Physical location of item:** Townwide

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#### AGENDA ITEM TITLE:

Consideration and possible action to approve the 2014-15 Roadway Resurfacing Program in an amount not to exceed \$150,000.00 as proposed.

#### RECOMMENDED ACTION:

Move to approve the 2014-15 Roadway Resurfacing Program in an amount not to exceed \$150,000.000 as proposed.

#### SITUATION AND ANALYSIS:

See Attached

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#### Fiscal Impact

**Fiscal Impact?:** Yes

**If Yes, Budget Code:** 02-78-5398

**Available:** 150,000

#### Funding Source:

Funds to come from HURF Road Materials budget line item 02-78-5398.

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#### Attachments

Situation and Analysis

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## **Agenda Item Staff Report SITUATION & ANALYSIS**

### **Issue Statement**

*Brief narrative description of the issue at hand, including information about the problem or reason why Council involvement is required, why the item is now suitable for Council consideration and requires Council action for the item to move forward.*

The Town is far behind on the maintenance of its surfaced streets because of significant budget cuts to the Highway User Revenue Fund. As a means of trying to bridge the financial gap between the budget constraints and the needs of the transportation system, the Public Works Department purchased a chip spreading machine last year and developed an on call oil contract. The intent of these actions is to perform the chip seal program in-house at a reduced cost in order to surface more roadways.

Town staff recently resurfaced Granada Estates and portions of Road 3 South with the proposed double chip seal covered with a fog seal. With this change in the methods that Town staff are resurfacing its streets, working with oil supplier, it has proven itself to be good product. The minimum chip seal surface will be a double chip. In addition, after the chip seal has had sufficient time to volatilize, a fog seal shall be placed over the final surface with the oil CSS1H.

The 2014-15 chip seal program will reconstruct the Damien Loop area and resurface Road 3 North from Highway 89 to Reed Road along with Road 1 East from Perkinsville Road to Road 4 North. In the spring of 2015, providing that sufficient funds are available, the following streets will be resurfaced under the Town's resurfacing program:

- Road 1 North from Road 1 East to Cactus Wren
- Patsy Court
- Portions of Chino Meadows where significant surface deterioration has occurred
- Reed Road from Road 5 North to Road 4 South

The listed roadways are significantly in excess of the availability of funds. The roadways will be addressed in the order listed until the Town's Road Materials funds are exhausted. The length of the proposed 2014-15 resurfacing program is 3.3 miles.

### **Applicable "Policy"**

*Bulleted list, by section number and title, of the statute, code, plan, policy, goal, initiative, etc. relevant to the issue that must be satisfied in order to resolve the issue. A brief summary of the "policy" section(s) may be included if there are multiple issues or details that need to be covered.*

- N/A

### **Satisfaction of "Policy"**

*Bulleted list, by section number and title, of the above relevant "policies," with a narrative explaining how each of them were/will be met or satisfied.*

- N/A

### **Summary of Issues and Staff Rationale**

*Narrative explaining the issue at hand and how/why the staff proposed solution(s) are best for the Town. This may include more than one resolution or solution/alternative for Council to consider.*

Town staff proposes to reconstruct under this road resurfacing program Damien Loop, and resurface Road 3 North between Highway 89 and Reed Road, along with Road 1 East from Perkinsville Road to Road 4 North. The 2014-15 budget has \$170,000 budgeted under Road Materials for the 2014-15 Resurfacing program. Staff estimates that the cost to resurface the proposed streets at approximately \$150,000.00. The current stockpile of chips is more than enough to complete the proposed spring chip seal program.

As stated in previous agenda memos the 2013 chip seal program did not result in the desired outcome. Places where a single chip seal was laid did not result in the chips being properly adhered to the roadway. The section of Road 4 North that was double chipped, rather than single chipped, is adhering properly.

The 2014-15 spring resurfacing program will all be double chipped with oil called CRS-2P rather than CRS-2 that was used on 2013 chip seal program. In addition, a fog seal will be placed over the double chip sealed roadway to assure the all surfaces of the chip are properly adhered to the roadway. No single chip seals will be placed again.

### **Findings of Fact**

*Bulleted list of staff findings that support the determination that the proposed resolution is the best solution for the Town.*

- N/A



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. 7. e.

**Meeting Date:** 08/12/2014  
**Contact Person:** Jami Lewis, Town Clerk  
Phone: 928-636-2646 x-1208  
**Department:** Town Clerk  
**Item Type:** Action  
**Estimated length of staff presentation:** None  
**Physical location of item:** N/A

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#### AGENDA ITEM TITLE:

Consideration and possible action to reschedule the November 11, 2014 regular meeting and cancel the November 25 and December 23, 2014 regular meetings.

#### RECOMMENDED ACTION:

Reschedule the November 11, 2014 regular meeting to November 18, 2014 and cancel the November 25 and December 23, 2014 regular meetings.

#### SITUATION AND ANALYSIS:

See attached.

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#### Fiscal Impact

**Fiscal Impact?:** None

**If Yes, Budget Code:**

**Available:**

**Funding Source:**

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#### Attachments

Situation and Analysis

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## **Agenda Item Staff Report SITUATION & ANALYSIS**

### **Issue Statement**

*Brief narrative description of the issue at hand, including information about the problem or reason why Council involvement is required, why the item is now suitable for Council consideration and requires Council action for the item to move forward.*

Historically, Council has not held their regularly scheduled second meetings in November and December due to conflicts with holiday schedules. If any items arise needing immediate attention, the mayor is authorized per Town Code to schedule a special meeting on another date. In addition, periodically, the Council's first regular meeting of the November will conflict with the Veterans Day holiday. Such is the case in 2014.

Per Town Code Section 30.065, Council may cancel or reschedule any regular meeting, except that at least one regular meeting in each month must be held. Thus, if Council desires to cancel the November 25 meeting, it must hold its regular meeting (or a rescheduled regular meeting) sometime in November. One issue that Council may want to consider in rescheduling the November 11 meeting concerns the election canvass.

State law requires that Council canvass (accepts the results of) an election within 6-20 days following the election (November 6-24 in 2014). Frequently, the County does not have the official results in time for Council to adopt the canvass at their next meeting and a special meeting must be called for that item alone. With the new changes to consolidated elections, County officials statewide are predicting that election results will take longer than in the past.

### **Applicable "Policy"**

*Bulleted list, by section number and title, of the statute, code, plan, policy, goal, initiative, etc. relevant to the issue that must be satisfied in order to resolve the issue. A brief summary of the "policy" section(s) may be included if there are multiple issues or details that need to be covered.*

- Town Code Section 30.065

### **Satisfaction of "Policy"**

*Bulleted list, by section number and title, of the above relevant "policies," with a narrative explaining how each of them were/will be met or satisfied.*

- Rescheduling the November 11 meeting will meet the Town Code requirement.

### **Summary of Issues and Staff Rationale**

*Narrative explaining the issue at hand and how/why the staff proposed solution(s) are best for the Town. This may include more than one resolution or solution/alternative for Council to consider.*

In considering a date for the November meeting, Council may elect to:

- Choose a date as close to November 11 for the regular meeting and be prepared for a possible special meeting before or on the 24th; OR
- Choose a date for the regular meeting closer to the 24th to hopefully avoid the special meeting.

**Findings of Fact**

*Bulleted list of staff findings that support the determination that the proposed resolution is the best solution for the Town.*

- N/A



## TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

### Town Council Regular Meeting

Item No. **9. a.**

**Meeting Date:** 08/12/2014  
**Contact Person:** Jami Lewis, Town Clerk  
Phone: 928-636-2646 x-1208  
**Department:** Town Clerk  
**Item Type:** Executive  
**Estimated length of Staff Presentation:** None  
**Physical location of item:** N/A

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#### AGENDA ITEM TITLE:

Consideration and possible action to approve a temporary extension of that portion of the Construction Manager at Risk Contract between the Town of Chino Valley and Fann Contracting, Inc., dated June 12, 2003 and all amendments thereto, providing for Fann to perform Operations and Maintenance Services of the Chino Valley Wastewater Collection, Treatment and Effluent Discharge Project.  
(Robert Smith, Town Manager)

#### SITUATION & ANALYSIS:

See attached, if applicable.

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#### Attachments

*No file(s) attached.*

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