



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

REGULAR MEETING
Tuesday, October 23, 2012
6:00 P.M.

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

AGENDA

- 1) **CALL TO ORDER, INVOCATION; PLEDGE OF ALLEGIANCE; ROLL CALL**
- 2) **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
 - a) Proclamation: Red Ribbon Week October 22 through October 26, 2012
- 3) **CALL TO THE PUBLIC**

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

- 4) **RESPONSE TO THE PUBLIC**

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

- 5) **CURRENT EVENT SUMMARIES AND REPORTS**

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

- a) Quarterly Status Report regarding Magistrate Court operations. (Councilmembers Hatch & Croft)

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.

7) **ACTION ITEMS**

- a) Consideration, discussion and possible action to approve Professional Services Agreement with Walker Consulting, effective 7/1/2012 through 6/30/2013. (Cecilia Watts, General Services Director)

Recommended Action: Approve Professional Services Agreement (PSA) with Walker Consulting beginning 7/1/2012 and effective through 6/30/2013 for Financial Strategic Planning Services in an amount not to exceed \$28,340.00.

- b) Consideration and possible action to approve the copier usage agreement for managed print services with Arizona Office Technologies (AOT). (Spencer Guest, IT Specialist)

Recommended Action: Approve the copier usage agreement with Arizona Office Technologies (AOT) for a 60 month lease term.

- c) *Continued from September 6, 2012:* Continued discussion and possible action regarding User Fee Schedule prepared by Heinfeld & Meech, dated August 2012. (Cecilia Watts, General Services Director)

Recommended Action: Direct staff regarding User Fee Study and fees that are currently automatically adjusted each year per the Engineering News Record index.

- d) Discussion and possible action to approve the Town Council Citizen Survey (Cecilia Watts, General Services Director)

Recommended Action: Approve the content for the Council's Citizen Survey and approve the timeline and budget appropriation for the printing and mailing of the survey.

8) **EXECUTIVE SESSION**

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

- a) "Council may vote to hold an executive session pursuant to Arizona Revised Statutes § 38-431.01(A)(3), discussion or consultation for legal advice with the attorney or attorneys of the public body, and/or § 38-431.01(A)(4), discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding a pre-annexation development agreement that is the subject of pending litigation, *Cortez Enterprises v. Town of Chino Valley*, CV 2006-1407, Yavapai County Superior Court, including but not limited to the Oct 10, 2012 mediation. (Mark Drutz, Town Attorney)"

9) ADJOURNMENT

Dated this 18th day of October, 2012.

By: ***Jami C. Lewis, Town Clerk***

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 636-1787 (TDD) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting. Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at <http://www.chinoaz.net/clerk/townagenda.shtml>, and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

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

Date: _____ Time: _____ By: _____
Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **7. a.**

Meeting Date: 10/23/2012
Contact Person/Dept: Cecilia Watts
 Phone: 928-636-2646 x-1202
Item Type: Action-Presentation
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Professional Services Agreement with Walker Consulting, effective 7/1/2012 through 6/30/2013.
 (Cecilia Watts, General Services Director)

RECOMMENDED ACTION:

Move to approve Professional Services Agreement (PSA) with Walker Consulting beginning 7/1/2012 and effective through 6/30/2013 for Financial Strategic Planning Services in an amount not to exceed \$28,340.00.

SITUATION AND ANALYSIS:

The Town has struggled with financial considerations over the last several years. The components are complex and it has been recognized by Council and Town Manager that the process to reach financial stability will take a level of expertise. Town staff wishes to engage Pat Walker of Walker Consulting to manage and develop the Town's Strategic Financial Plan.

Ms. Walker has broken down her Strategic Financial Plan into three phases. Phase 1 included the Council Financial Strategic Workshop and preparation thereof, and all applicable research material. Phase 2 encompasses Ms. Walker working with the Finance Director and the Program Review Committee to develop program budgets, and attendance at various meetings and presentation to the Council at a Council Meeting. The final phase, Phase 3, encompasses attendance at various meetings, working with both the Finance and Program Committees, another Council Workshop and preparation of a Financial Strategic Plan. These phases are outlined in Exhibit A.

The fees for the three phases are outlined in Walker Consulting's Scope of Work (Exhibit A). These fees estimate the number of hours to be 215 hours, with a total not to exceed \$28,340.00. The Strategic Financial Plan will provide action steps that will encompass up to 24 months.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 01-95-5600

Available: 28,340

Funding Source:

The Town did not budget for this expenditure in the current year budget. Staff Recommends transferring \$28,340 from the Contingencies line item to a new budget line item Strategic Financial Plan.

Attachments

PSA Walker, St Fin Planning

Walker, Scope of Work, St Fin Planning

PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") is made effective as of July 1, 2012, by and between TOWN OF CHINO VALLEY, a municipal corporation of the State of Arizona ("Town") and Pat Walker Consulting LLC, ("Consultant").

RECITALS

- A. The Town has need of certain services.
- B. Consultant has expertise in the municipal finance field.

AGREEMENT

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

1. The Consultant shall provide those services to the Town on an as needed basis, as more particularly identified in Exhibit A attached hereto and incorporated herein by reference.
2. In addition to those services identified in the attached Exhibit A, the Consultant shall also perform all subordinate tasks not specifically referenced in Exhibit A, but reasonably necessary to the full or effective performance of the tasks specifically referenced.
3. Consultant shall provide sufficient qualified personnel, upon reasonable notice to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the Town. Consultant agrees and acknowledges that Consultant is solely responsible for the retention and payment of any subcontractors and/or material suppliers retained by Consultant pursuant to this Agreement, and that the payment for the foregoing is included within the total amount to be paid to the Consultant pursuant to Paragraph 6.
4. The term of this Agreement shall be from July 1, 2012 through June 30, 2013. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the Town no later than July 30, 2012. Notwithstanding the foregoing, this Agreement may be terminated by the Town upon ten (10) days written notice, with or without cause. If this Agreement is terminated, the Consultant shall be paid for services performed to the date of Consultant's receipt of such termination notice.
5. It is expressly agreed and understood by and between the parties that Consultant is an independent contractor, and as such Consultant shall not become a Town employee, and is not entitled to payment or compensation from the Town or to any fringe benefits to which other

Town employees are entitled. As an independent contractor, consultant further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement.

6. The Town shall pay to Consultant on a time and materials basis an amount not in excess of the total sum of \$26,875.00 Dollars, in addition to expenses estimated not to exceed \$1,465.00 for fees and costs for the complete performance of all services specified in Exhibit A. Payment to be made by the Town to the Consultant for the cost of providing services will be based on monthly invoices which will set forth the hourly rates and hours actually worked during the billing period. The Consultant will submit an invoice monthly to the Town for the services and cost of materials incurred for the billing period. The Town shall make payment to the Consultant of one hundred percent (100%) of the approved invoiced amount within (15) days of the Town's receipt of the invoice. The Town shall provide written notice of its disapproval of all or any portion of an invoice, including the basis for disapproval, within fifteen (15) days from receipt of the invoice. The Town's payment of an invoice and/or failure to dispute an invoice shall not be a waiver of the Town's right to later dispute the invoice, charges in the invoice or the work performed and referenced in the invoice. Payment of the total amount provided for under this Section 6 shall not relieve Consultant of its obligation to complete the performance of all those services specified in Sections 1, 2 and 3. Prior to

the final payment to the Consultant, the Town shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the Town from the Consultant, and shall apply to those monies to the appropriate account. Consultant shall provide to the Town any information necessary to determine the total amount due.

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

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

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

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

(b) Commercial/Business Automobile Liability insurance with a minimum coverage for bodily injury and personal injury of Two Hundred Fifty Thousand Dollars (\$250,000) per occurrence and Five Hundred Thousand (\$500,000) aggregate; and minimum coverage of One Hundred Thousand Dollars (\$100,000) per occurrence/aggregate for property damage with respect to any owned, leased, hired and non-owned vehicles assigned to or used in the performance of this Agreement. Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

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

(d) NA

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

(f) Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the services under this Agreement and Employer's Liability insurance of not less than Five Hundred Thousand Dollars (\$500,000) for each accident, Five Hundred Thousand Dollars (\$500,000) disease for each employee, and One Million Dollars (\$1,000,000) disease policy limit.

(g) NA

All insurance and bonds required pursuant to this Agreement must be written by an insurance company duly licensed and subject to legal process within the State of Arizona, to be evidenced by a Certificate of Authority as defined in

A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder. All insurance required herein shall be maintained in full force and effect until all services required to be performed under the terms of this Agreement are satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the Town, constitute a breach of this Agreement. Consultant's insurance shall be primary insurance with respect to the Town, and any insurance maintained by the Town shall not contribute to it. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Town. The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against the Town, its agents, officers, officials and employees for any claims arising out of the Consultant's acts, errors, mistakes, omissions, work or service. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Town, under such policies. The Consultant shall be solely responsible for the deductible and/or self-insured retention. The Town reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The Town shall not be obligated, however, to review same or to advise the Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Consultant from or be deemed a waiver of, the Town's right to insist on strict fulfillment of the Consultant's obligations under this Agreement. Prior to commencing any services under this Agreement, the Consultant shall furnish the Town with certificates of insurance, or formal endorsements as required by this Agreement, issued by the Consultant's insurer, as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. In the event any insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Consultant's services and as evidenced by annual certificates of insurance. If a policy does expire during the term of this Agreement, a renewal certificate must be sent to the Town fifteen (15) days prior to the expiration date. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town.

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

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

12. **General.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Consultant at: Pat Walker Consulting, LLC
 2404 W. Harrison Street

Chandler, AZ 85224

IN WITNESS WHEREOF, the parties to this Agreement have duly

executed and

is effective as of the day and year first above written.

Consultant:

_____, an Arizona _____
 By: _____

Town:

TOWN OF CHINO VALLEY

By: _____

APPROVED AS TO FORM

 MUSGROVE, DRUTZ & KACK, PC
 Town Attorney

ATTACHMENTS:

EXHIBIT A-Scope of Work



October 9, 2012 (Original July 10, 2012)

Robert Smith, AICP, Town Manager
 Town of Chino Valley
 202 N. State Rt. 89
 Town of Chino Valley, AZ 86323

Dear Robert:

It is a pleasure that I present this scope of work to the Town of Chino Valley to manage and develop the Town's Strategic Financial Plan. In order to successfully complete this plan, I will manage and coordinate the project in conjunction with Town Staff, assist in the development of information to include in the plan, facilitate Council Workshops, attend committee/staff and or council meetings on-site, and assist in developing the strategic financial plan action steps for the next 12 to 24 months.

Services to Be Provided

At your request and under your direction, the following services will be provided:

Phase 1:

1. Preparation of information to develop outline, agenda, and presentation for Council Financial Strategic Workshop. (4 hours)
2. Work with Town staff in preparation of the materials for the workshop and turnover of 2012-13 budget information as well as preparation for workshop. (I.e. Robert Smith, Cindy Sandlin and Joe Duffy, July 24, 31, 2012) (24 hours)
3. Facilitate workshop on August 6, 2012. (7 hours)
4. Develop follow up materials to include primary property tax calendar, sales tax increase calendar, and secondary property tax (bond election) calendar and retreat summary memorandum. (4 hours)

Phase 2:

1. Preparation of program budgets with Joe Duffy in departments working with Program Committee. (Up to 8 hours)
2. Assistance in preparation of items for Finance and/or Economic Development Committee. (Up to 4 hours)
3. Project management of Strategic Financial plan in conjunction with Town Staff. (Up to 60 hours)

4. Attendance at one (1) Committee/Council Meeting, and two (2) Internal Project Team meeting with Town Staff (or may be switched around). (Up to 10 hours per meeting X 3 for up to 30 hours)

Phase 3:

1. Attendance at one (1) Program Committee Meeting, one (1) Finance Committee and one (1) Internal Project Team Meeting (or may be switched around). (Up to 10 hours per meeting X 3 for up to 30 hours).
2. Preparation of information, outline and presentation for Council Financial Strategic Workshop in November 2012. (Up to 24 hours)
3. Preparation of Strategic Financial Plan in coordination and input of Town Staff. (Up to 20 hours).

Fees/Time/Withdrawal

The fees for ***Phase 1*** of the engagement are estimated to be in an amount of \$4,875 for 39 hours plus \$365 in expenses for a total amount not to exceed \$5,240.

The fees for ***Phase 2*** of this engagement are estimated to be in an amount of \$12,750 for 102 hours plus an amount up to \$500 for expenses for a total amount not to exceed \$13,250.

The fees for ***Phase 3*** of this engagement are estimated to be in the amount of \$9,250 for 74 hours plus an amount up to \$600 for expenses for a total amount not to exceed \$9,850.

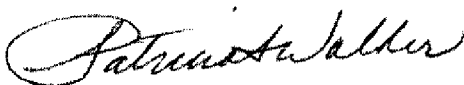
Each phase contains an amount of "up to hours" for each task in each phase of the project and a total amount "not to exceed." This engagement commences immediately upon the approval of this engagement letter. Invoices will be supplied to the Town monthly with hours broken out by tasks described above by phase.

Conclusion

This letter describes the entire agreement relating to the consulting services described above for three separate phases. Any material amendments or modifications of this agreement that may require additional hours above the hours outlined for Phase 1, 2 & 3 in this letter require approval in writing, signed by both parties, before any additional hours to this agreement is performed.

If this letter correctly describes our engagement, please sign below and I will work with Cecilia Watts, General Services Director in executing a contract.

Sincerely,



Patricia Walker, Principal Owner
Pat Walker Consulting LLC

Town of Chino Valley
Strategic Financial Plan

Page 2

Exhibit A
Agenda-Council Regular
Scope of Work

October 23, 2012

Page 10

The above letter confirms our understanding of the services to be performed and the limitations of those services.

Robert Smith, Town Manager

Chris Marley, Mayor

Signature

Signature

Date

Date

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **7. b.**

Meeting Date: 10/23/2012
Contact Person/Dept: Spencer Guest
 Phone: 928-636-2646 x-1215
Item Type: Action-Presentation
Estimated length of staff presentation: 10 minutes
Physical location of item: Entire Town

AGENDA ITEM TITLE:

Consideration and possible action to approve the copier usage agreement for managed print services with Arizona Office Technologies (AOT).

RECOMMENDED ACTION:

Approve the copier usage agreement with Arizona Office Technologies (AOT) for a 60 month lease term.

SITUATION AND ANALYSIS:

The Town's current main copier has served its purpose well for the past 7 years, but it is now in need of replacement to allow the Town to continue its day-to-day operations. In the process of evaluating a replacement copier, the option of a broader approach to copier/printer management called managed print services (MPS) was investigated as a potential area to both enhance the Town's copier/printer fleet and realize cost reductions. Investigations of MPS have shown a greater potential to leverage new copier/printer technologies resulting in significant enhancements in staff efficiency and overall reductions in Town operational costs.

Fiscal Impact

Fiscal Impact?: 15711.48

If Yes, Budget Code: Various

Available:

Funding Source:

This item is intended to replace and reduce various current fiscal year 12/13 budgets items for printer and copier costs. See attached Monthly MPS vs Non-MPS Cost Analysis document.

Attachments

AOT Mohave Copier Usage Agreement

MPS Cost Analysis

Copier Usage Agreement

Agreement No.: _____

**WELLS
FARGO**

CUSTOMER INFORMATION:

Customer's Full Legal Name: TOWN OF CHINO VALLEY		
Address: 1020 PALOMINO ROAD		
City/State/Zip Code: CHINO VALLEY, AZ 86323		
Telephone Number: 928 636-2646	Federal Tax ID #:	County: YAVAPAI

SUPPLIER INFORMATION:

Supplier Name: ARIZONA OFFICE TECHNOLOGIES
Address: 6737 CORSAIR AVE SUITE B
City/State/Zip Code: PRESCOTT, AZ 86301

EQUIPMENT INFORMATION: ☒ See Attached Equipment Schedule

Equipment Location (if different than address shown above):

Quantity	Equipment Make, Model & Serial Number (Required)	Quantity	Equipment Make, Model & Serial Number (Required)
1	XEROX 9301	3	XEROX 3550X
2	XEROX 5335PT	1	XEROX 7120PT

TERM AND PAYMENT INFORMATION:

Initial Term: **60** months

Minimum Payment Per Payment Period: **\$1309.29**

Check here ☐ if Minimum Payment includes sales/use tax.

Image Type	Images Included Per Payment Period	Excess Per Image Charge
Black & White	12000	.01
Color	1000	.10

Payment Period is "Monthly" unless noted here: _____

Excess image charges billed "Quarterly" unless noted here: _____

☐ See attached schedule for additional meters.

Advance Payment: **\$0.00** applied to ☐ 1st Minimum Payment ☐ Last Minimum Payment ☐ 1st and Last Minimum Payments
Security Deposit: **\$0.00** Documentation / Processing Fee: **\$75.00**

In this agreement (as amended from time to time, the "Agreement"), "You" and "Your" mean the customer named above. "We," "Us" and "Our" mean the owner, Wells Fargo Financial Leasing, Inc. "Supplier" means the equipment supplier named above. You acknowledge and agree that this Agreement represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us. This Agreement can be changed only by written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of this Agreement and are not binding on Us.

1. **LEASE OF EQUIPMENT.** You agree to lease from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. You promise to pay to Us all of the charges and fees stated herein. This Agreement is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Agreement, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the payment amount by up to 15% due to a change in the Equipment or its cost or a tax or payment miscalculation.

2. **EQUIPMENT SERVICE; SUPPLIES; YOUR UNCONDITIONAL OBLIGATIONS.** The Supplier named above has agreed with You to provide Equipment service during normal business hours and to provide You with all toner, developer and parts necessary for You to produce images, all of which are included in the Minimum Payment Per Payment Period. However, You agree that: (a) You must separately purchase all other supplies, including, without limitation, copier paper, at Your own cost, and (b) You must separately purchase Equipment service outside the Supplier's normal business hours and any service, parts or supplies required by your misuse of the Equipment or failure to follow the manufacturer's suggested use instructions. You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No statement or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Agreement; (iii) You, not We, selected the Equipment and the Vendor(s) based on Your own judgment; (iv) Your obligations hereunder are absolute and unconditional despite any Equipment failure or any Vendor's failure to provide You with any Equipment service, parts or supplies (including any service, parts or supplies that are included in the Minimum Payment Per Payment Period), or any other adverse condition; (v) We are NOT a party to the Supplier's agreement to provide You with service, parts or supplies, such contract is NOT part of this Agreement (even though We will, as a convenience to You and the Supplier, bill and collect monies owed by You to the Supplier), and no breach by the Supplier will excuse You from performing Your obligations to Us hereunder; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under this Agreement.

3. **IMAGE CHARGES.** Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Minimum Payment shown above, (ii) the applicable Excess Per-Image Charge for each metered image in excess of the applicable number of Images Included, and (iii) applicable taxes and other charges provided for herein. You agree to pay such Minimum Payment each Payment Period even if You do not make the applicable number of Images Included. There are no "credits" that carry over from any Payment Period during which You make fewer than the applicable number of Images Included. You agree that We may increase the Minimum Payment and/or the applicable Excess Per-Image Charges once each year during the Initial Term and once each year for any Renewal Term, by an amount not to exceed 10% per year. At Our option, You will (a) provide Us by telephone or facsimile with the actual meter readings when We so request, (b) allow Us to attach an automatic meter reading device to the Equipment, or (c) allow Us access to the Equipment to obtain meter readings or audit the meter reading device. If We request You to provide Us with meter readings and You fail to do so within 7 days of Our request, then (i) We may estimate the number of Images made and invoice you accordingly, and (ii) We will adjust the estimated charge for excess images upon receipt of actual meter readings. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit or estimated future Governmental Charge that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You within 90 days after the end of the Agreement. If We do not receive a payment in full on or before its due date, You shall pay (i) a fee equal to the greater of 10% of the amount that is late or \$29.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month ("Time-Value Interest") from the due date to the date paid. If any check is dishonored, You shall pay Us a fee of \$20.00.

4. **TERM; AUTOMATIC RENEWAL.** This Agreement is effective on the date that it is accepted by Us, and the term will begin on that date or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"). As used herein, "Present Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). **Unless You notify Us in writing at least 60 days but not more than 120 days before the end of a Present Term that You intend to return the Equipment at the end of such Present Term, then: (a) this Agreement will automatically renew for an additional one-year period (a "Renewal Term") and (b) the payment terms and other terms of this Agreement will continue to apply.** If You do notify Us in writing within such time that You intend to return the Equipment at the end of a Present Term, then promptly upon the expiration of such Present Term You shall return the Equipment pursuant to Section 12. **This Agreement is non-cancelable for the full Initial Term and for any and all Renewal Terms.**

Customer: _____

By: **X** _____ Date: ____ / ____ / ____

Print name: _____ Title: _____
BY SIGNING ABOVE, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Wells Fargo Financial Leasing, Inc., Des Moines, Iowa

By: **X** _____

Print name: _____

Date: ____ / ____ / ____

Page 15

5. INDEMNIFICATION. You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Agreement.

6. NO WARRANTIES. WE ARE PROVIDING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We hereby transfer to You, without recourse to Us, all automatically transferable warranties, if any, made to Us by the Vendor(s) of the Equipment. The parties hereto agree that the transaction documented in this Agreement is a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Agreement is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record a UCC financing statement to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment. You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

7. DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT. We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance to the extent the Supplier does not provide the same. You will not remove the Equipment from the Equipment Location unless You first get Our permission. If the Equipment is moved to a new location, We may increase the "Minimum Payment" and/or "Excess" per-image charges by a reasonable amount in order to account for any increased costs in providing covered service, parts and supplies to You. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, whether performed prior to or after the Commencement Date, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding any software) during the Agreement. If the Equipment includes any software (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall constitute a default by You under this Agreement. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You will use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own cost, You will keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during this Agreement, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee," and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as "additional insured." You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law, if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Agreement, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Agreement, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the New Owner any claim, defense or offset You may have against Us.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Agreement or the Equipment (collectively "Governmental Charges"). You agree to promptly pay Us, on demand, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). You agree to pay Us a fee for preparing and filing personal property tax returns. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee as set forth on Page 1 (or as otherwise agreed to) to cover Our investigation, documentation and other administrative costs in originating this Agreement. You also agree to pay Us a fee, in accordance with Our current fee schedule, which may change from time to time, for additional services We may provide to You at Your request. You acknowledge that We may (on behalf of the Supplier) bill You for any supply freight fee that the Supplier charges for shipping supplies to You. You agree that the fees set forth in this Agreement may include a profit.

11. DEFAULT. You will be in default hereunder if You (1) fail to pay any amount due hereunder within 15 days of the due date, (2) breach or attempt to breach any other term, representation or covenant set forth herein or in any other agreement between You and Us, (3) die (if You are an individual), go out of business or commence dissolution proceedings, (4) become insolvent, admit Your inability to pay Your debts, make an assignment for the benefit of Your creditors (or enter into a similar arrangement), file (or there is filed against You) a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (5) suffer an adverse change in Your financial condition and, as a result thereof or for any other reason, We deem Ourselves insecure. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to return the Equipment pursuant to Section 12 below, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, an amount equal to the sum of (i) all Minimum Payments and other amounts then due and past due, (ii) all remaining Minimum Payments for the remainder of the then Present Term discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of this Agreement (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) Time-Value Interest on the amounts specified in clauses "i," "ii" and "iii" above from the date of demand to the date paid, and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights under this Agreement shall not constitute a waiver thereof. We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within any Equipment returned to Us or repossessed by Us. The remedies set forth herein are cumulative, are in addition to any other remedies provided for by applicable law, and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. If You are required to return the Equipment under this Agreement, You shall, at Your expense, promptly upon demand, send the Equipment to any location(s) that We may designate and pay Us a handling/restocking fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7 above). If the Equipment is not received within 15 days of the date of demand, You agree to continue paying Minimum Payments and all other amounts due hereunder until the Equipment is received by Us.

13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Agreement shall be deemed fully executed and performed in the State of Iowa and shall be governed and construed in accordance with the laws thereof. You consent to and agree to the exclusive jurisdiction and venue of federal and state courts located in the State of Iowa. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Agreement is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

14. INTERIM RENT. As you will have possession of the Equipment from the date of its delivery to You, You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date. The payment for this interim period will be based on the Minimum Payment prorated on a 30-day calendar month and will be added to Your first invoice.

15. MISCELLANEOUS. You shall furnish Us with current financial statements upon Our request. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed or copied signature may be treated as an original and will be admissible as evidence of this Agreement. You waive notice of receipt of a copy of this Agreement with Our original signature. You hereby represent to Us that this Agreement is legally binding and enforceable against You in accordance with its terms.

Schedule for Additional Image Types



Customer: TOWN OF CHINO VALLY	Title of agreement: PRINT MANAGEMENT dated 10/4/2012
Owner: Wells Fargo Financial Leasing, Inc.	Agreement #:

This Schedule is hereby made a part of and incorporated into the above-referenced Copier Usage Agreement (as the same may have been amended from time to time, the "Agreement"). As supplemented by the terms and conditions of this Schedule, the provisions of the Agreement shall remain in full force and effect.

The Minimum Payment Per Payment Period for the above Copier Usage Agreement includes the number of Images Included for each of the additional Image Types set forth below. each metered image in excess of the applicable number of Images Included set forth below shall be billed at the applicable Excess Per Image Charge set forth below in accordance with Section 3 of the Agreement.

ADDITIONAL IMAGE TYPES:		
Image Type	Images Included Per Payment Period	Excess Per Image Charge
<u>BLACK</u>	<u>10,500</u>	<u>.03</u>
<u>COLOR</u>	<u>NO MIN</u>	<u>.18</u>
_____	_____	_____
_____	_____	_____



Customer's Initials: _____

Equipment/Property Schedule
(attach additional sheet if necessary)

Contract or Lease #: _____	Schedule No. (if applicable): _____
Customer or Lessee: <u>TOWN OF CHNIO VALLEY</u>	Lender or Lessor: <u>WELLS FARGO</u>

[illegible]

Customer's Initials:



A Xerox Company

4320 East Cotton Center Blvd. #100, Phoenix, AZ 85040 602-346-3000
 2440 West Ruthruff Rd. #170, Tucson, AZ 85705 520-989-3246
 6737 Corsair Ave., Prescott, AZ 86301 928-771-9598

DATE: 10/11/2012

EQUIPMENT SALES ORDER

Ship To Customer # _____ Name <u>Town Of Chino Valley</u> Address <u>1020 Palomino Rd</u> City, State <u>Chino Valley AZ</u> Zip <u>86323</u> Phone <u>520/636-2646</u> Fax _____				Bill To Customer # _____ <u>WELLS FARGO</u> Name _____ Address _____ City, State _____ Zip _____ Phone _____ Fax _____			
Key Operator: <u>Spencer Guest</u>				Key Op Phone: <u>928 636-6000</u>			
Key Op Email: <u>0</u>				Key Op Fax: _____			
Qty	Product Code	Description	Serial No.	Unit Price	Total		
1	4XNCOR	3CQ9301					
1	CUBE	3 Hole Punch - Only available for the Office Finis					
1		High Capacity Feed (4,000 Sheet)					
1		Office Finisher (2,000 Sheet, 80 Sheet staple capa					
1	1XNC06	W7120PT					
1		Envelope Feed tray					
1		Office Finisher LX - (80 sheet multi position, 2,0					
1		Scan Options Kit (searchable PDF, Scan to PC, Fl					
3	3XND0X	WC3850X					
3		800-sht paper tray (tray 2)					
2		Stand					
2	3XND11	WC5338PT					
2		Envelope Feed tray					
2		LX Finish Gap					
2		Office Finisher LX (2,000 sheet output, 80 sheet s					
Type Of Sale:	<u>Lease</u>	Service Agreement Attached:	<u>YES</u>	Customer assumes all responsibility for provision of required electrical service meeting UL and applicable code standards. ALL CANCELLED ORDERS ARE SUBJECT TO A 20% CANCELLATION FEE			
Special Instructions PURCHASE ORDER TO BE SENT TO MOHAVE CONTRACT 101-093 FOR APPROVAL M O H A V E C O N T R A C T				Sub Total <u>See Lease</u> Tax Rate: _____ Sub Total <u>\$0.00</u> Delivery Charges <u>\$0.00</u> Total <u>\$0.00</u>			
ATTENTION: THE PICK UP OF CUSTOMER OWNED EQUIPMENT REQUIRES A SIGNED EQUIPMENT DISPOSITION FORM							
PICK UP:							
0	0	0	0	0	0		
0	0	0	0	0	0		
0	0	0	0	0	0		
0	0	0	0	0	0		
0	0	0	0	0	0		
0	0	0	0	0	0		

This Equipment Sales Order states the entire agreement between Customer and Arizona Office Technologies, hereafter referred to as "AOT". No other agreements or representations exist in conjunction with this order. Modifications or additions are subject to AOT's agreement in writing. AOT rejects any terms and conditions which add to, limit or alter these terms, however stated. Customer's signature on this order or acceptance of delivery shall constitute Customer's acceptance of these terms and conditions.

Authorized Signature	Print Name	Title
<u>Legal Name of Company</u>	<u>Town Of Chino Valley</u>	<u>Date</u>
<u>Sales Representative</u>	<u>Date</u>	<u>PO NO.</u>

TITLE: Title will be passed on to you when your cash transaction is paid in full. Until such time, to secure all of your obligations to us under this Agreement, you hereby grant us a security interest in (a) the Equipment to the extent of your interests in the equipment, (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment and (d) any money from an insurance claim if the Equipment is lost or damaged. You agree that the security interest will not be affected if this Agreement is changed in any way. You hereby appoint us (or our agents) as your true and lawful attorney-in-fact to affix your signature to UCC financing statements prepared and filed on your behalf by us (or our agent) with the same force and effect as if you had signed such financing statements. If we request, you agree to sign financing statements in order for us to publicly record our security interest. This Agreement or a copy of this Agreement shall be sufficient as a financing statement and may be filed as such.

1. Definitions. The following definitions shall apply throughout these terms and conditions. "AOT" means Arizona Office Technologies. "Customer" means the Purchaser designated within this order. "Equipment" means the hardware and supply items listed within this order.

2. Acceptance. The agreement shall not be binding upon AOT until it is received and accepted by AOT. Such acceptance by AOT shall be conditioned upon satisfactory credit report on customer.

3. Payment. Invoices under this Agreement are due upon receipt. A late charge will be assessed against and paid by Customer on invoice(s) balance(s) forty-five (45) days or more overdue at the rate of one and one-half percent (1-1/2%) per month, but not in excess of the lawful maximum on the unpaid balance.

4. Passage of Title. For cash sales, AOT shall retain title and ownership in and to the Equipment until full payment of the purchase price is received, whereupon both shall automatically pass to Customer. For lease or cost per copy agreements, the leasing entity shall retain title and ownership in and to the Equipment until contract terms and conditions have been fulfilled. In the event Customer requests hard drive to be reconfigured, wiped and/or removed at the end of term, there will be an additional fee. If the face of this order indicates "Rental", the equipment remains the property of AOT and title shall not pass to Customer. Customer will return rental equipment upon expiration of rental in as good condition as received, reasonable depreciation from normal use excluded. Rental charges include maintenance and supplies.

5. Taxes. Customer shall pay all federal, state and local sales, use, property, excise, or other taxes imposed on or with respect to the purchase, lease or rental of the Equipment on this Agreement.

6. Risk of Loss. Risk of loss or damage to the equipment shall pass to Customer upon delivery of the equipment.

7. Warranty. AOT warrants to Customer that the Equipment delivered under this agreement will at the time of delivery, be free of defects from manufacture. During the warranty period applicable to the equipment, AOT will provide at no cost to Customer adjustments, repair, labor and parts replacement, excluding repairs required due to accident, misuse or neglect by the Customer. The foregoing shall be Customer's sole and exclusive remedy with respect to equipment provided by AOT. This warranty is in lieu of all other warranties, expressed, implied and statutory, including any warranty with respect to merchantability or fitness for a particular purpose.

8. Warranty Service. In order to assure proper maintenance of equipment covered by its warranty period, AOT will provide routine service during normal working hours (8:00 A.M. to 5:00 P.M., not including Saturdays, Sundays, or holidays) within a 50 mile radius of the nearest AOT service office. For service calls outside the 50-mile radius of the nearest AOT service office the customer will be billed at AOT's then current rate per mile from the service office to the customer's location and return.

9. AOT shall not be liable for consequential, incidental or punitive damages or for loss of profits arising out of or related to equipment or programming ordered by the Customer. Whether such damages be direct, indirect, foreseeable or otherwise and whether liability is claimed to arise by reason of contract, tort, strict liability, negligence or otherwise in no event shall AOT's liability to Customer exceed the price of the equipment stated in this order.

10. Applicable Law. The laws of the State of Arizona govern this contract.

11. AOT shall not be liable for failure to deliver or for delays in delivery occasioned in whole or in part by causes beyond its control, including, without limitation, strikes and other labor disputes, fires, embargoes, war or civil disturbance, acts of God, inability to obtain transportation or shipping space, machinery breakdowns, delays of carriers or suppliers and government acts or regulations, official or unofficial.

12. Entire Agreement. This agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms. There are no understandings, representations, and agreements other than those set forth herein. This Agreement shall not be amended or altered except in writing signed by the authorized representatives of the parties.

Customer Initial _____



4320 East Cotton Center Blvd. #100, Phoenix, AZ 85040 602-346-3000
 2440 West Ruthruff Rd. #170, Tucson, AZ 85705 520-989-3246
 6737 Corsair Ave., Prescott, AZ 86301 928-771-9598

Date
 10/11/2012

MAINTENANCE AGREEMENT

SHIP TO	
Customer #	
Name	Town Of Chino Valley
Address	1020 Palomino Rd
City, State	Chino Valley AZ Zip 86323
Phone	520/636-2646
Contact	Leslie

BILL TO	
Customer #	WELLS FARGO
Name	
Address	
City, State	Zip
Phone	
Contact	

--

A designated key operator is required to submit meter readings	
Designated Key Operator:	Spencer Guest
Email:	0
Phone:	928 636-6000
Fax Number:	

Model Number	ID #	Serial #	Base Charge	Page Allowance	Billing Frequency	Overage Rate	Beginning Meter Read
5335pt	black	TO BE SHARED	\$ 20.00	2,000	Monthly	0.0100	
5335PT	black	TO BE SHARED	\$ 20.00	2,000	Monthly	0.0100	
3550X	black	TO BE SHARED	\$ 20.00	2,000	Monthly	0.0100	
3550X	black	TO BE SHARED	\$ 22.00	2,000	Monthly	0.0100	
3550X	black	TO BE SHARED	\$ 22.00	2,000	Monthly	0.0100	
7120PT	black	TO BE SHARED	\$ 22.00	2,000	Monthly	0.0100	
7120PT	COLOR		\$ 100.00	1,000	Monthly	0.1000	
9301	BLACK		\$ -	NO MIN	Monthly	0.0100	
9301	COLOR		\$ -	NO MIN	Monthly	0.0400	

*** See Attached List For Additional Covered Devices***

INCLUDED		ELECTRICAL REQUIREMENTS	
Drum	Y	Surge Protector	
Developer	Y	20 Amp Line	
Toner	Y	220 VAC	
		Dedicated Line	

Effective Date:	
Overage Frequency	

For the fixed charges that are subject to the terms set forth in this agreement, Arizona Office Technologies service personnel will provide technical repair service on-site or remotely in order to maintain the above "Equipment" in proper operating condition.
 Maintenance & Supply agreement covers consumable items: Toner, Developer and Drums. Excludes paper and staples. A per month per contract fuel charge applies. Customer acknowledges to have read and understand the terms and conditions of this agreement which are contained on both sides of this document and which constitutes the entire agreement between the parties. There are no oral understandings, terms, or conditions; and the parties may not rely upon any representations, expressed or implied, not contained in this agreement. This agreement is not valid until accepted by Arizona Office Technologies.

Customer Approval

Signature _____ Print Name _____ Title _____

Legal Name of Company _____ Town Of Chino Valley _____ Date _____
 AOT Signature Eduard M. Ruiz Title Account Executive Date 10/11/2012

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE

Equipment Maintenance Agreement Terms & Conditions

1. This agreement covers both the labor and the materials or adjustments, repair and replacement of parts as necessitated by normal use of the equipment except as hereinafter provided. Damage to the equipment or its parts arising out of misuse, abuse, negligence or causes beyond AOT's control are not covered. AOT may terminate the agreement in the event the equipment is modified, damaged, altered or serviced by personnel other than those employed by AOT, or if parts, accessories, components or supplies not authorized by AOT are fitted to or used in the equipment.

2. Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repairs or replacement of parts described in Paragraph 3.

3. Service calls under this agreement will be made during AOT's normal business hours at the Installation address shown on the reverse side of this agreement. Normal business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. Travel and labor time for service calls after AOT's normal business hours, on weekends and holidays, if and when available, will be charged at AOT's overtime rates in effect at the time that the service call is made. All parts necessary to the operation of the equipment, with the exception of the parts listed below, and subject to the general scope of coverage, paragraph 1, will be furnished free of charge during a service call included in the maintenance service provided by this agreement: Photoconductor unit for facsimile or multi-functional equipment, Copy Printers excludes thermal head, supplies (ink and masters) and paper, Micro Equipment: Exposure lamps and glass guides, Software, unless specified otherwise on the front of this document, connected equipment will be covered up to the computer/network connection, service calls caused by computer/network will be charged at the current published hourly labor rate, digital connected equipment must be accompanied by a "Scope of Work" agreement.

4. When in its sole discretion AOT determines a shop reconditioning is necessary to keep the equipment in working condition, AOT will submit to customer an estimate of the needed repairs and the cost thereof, which will be in addition to the charge payable under this extended warranty agreement. AOT will provide the customer with a loaner machine, charging only for copies/pages/prints/scans made at the rate listed on the front of this agreement, while their equipment is being reconditioned. Copier drums will be included, if necessary, only if this agreement is drum inclusive. If the customer does not authorize such reconditioning, AOT may discontinue service of the equipment under this agreement, refunding the unused portion (the lesser of time or copies) of the agreement charge, or may refuse to renew this agreement upon expiration. Thereafter, service will be available on a "Per Call" basis, at published rates.

5. This agreement shall become effective upon receipt of payment by AOT of the maintenance charges provided on the reverse side hereof and coverage shall be continuous for either timeframe or number of copies/pages/prints/scans allowed as specified on the reverse side, whichever occurs first. In the event that said allowable copies are exhausted, AOT will continue to maintain said equipment at the per copy rate set forth on the reverse side, termed as copy excess, billed in arrears on a monthly basis. In this occurrence the customer has the option to either render payment when due or contact AOT to renegotiate said contract. Unless notified in writing thirty(30) days prior to the expiration date hereof by the customer or AOT, this extended warranty agreement shall be automatically renewed for the same successive period of time upon the same terms and conditions as stated herein and shall be subject to any price/rate increase at any twelve (12) month intervals thereafter.

6. This agreement may not be transferred if equipment is sold, or title is transferred. This agreement is non-refundable.

7. The initial charge for maintenance under this agreement shall be the amount set forth as the "Rate" on the reverse side hereof. The maintenance charge with respect to any renewal term will be AOT's charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within fifteen (15) days of the date of invoice for such charges. Customer understands that use of sub-standard supplies that cause excessive service calls or that alterations, attachments or specification changes may require an increase in maintenance charges and agrees to pay such charges promptly when due. Customer agrees that, should they have any past due balances with AOT for any reason, service under this agreement will be suspended until such past due balances have been satisfied.

8. If the customer does not pay all charges for maintenance or parts as provided hereunder, promptly when due: (1) AOT may (a) refuse to service the equipment or; (b) furnish service on a C.O.D. "Per Call" basis at published labor rates and (2) the customer agrees to pay AOT's costs and expenses of collection including the reasonable attorney's fee permitted by law in addition to all other rights and remedies available to AOT. All equipment sold by AOT is designed to give excellent performance when operated within the following guidelines: Equipment must be placed in a normal office setting, free from excessive dust, humidity, temperatures and ammonia or other corrosive fumes. Equipment must be operated on an isolated electrical line. Equipment must always be operated on a UL approved electrical circuit, with proper current, voltage and type of outlet. Equipment must be connected to a power protection device as recommended by AOT. Equipment should be operated within the specified operational (including usage) specifications. Only supplies within manufacturer required specifications may be used (refer to paragraph 7). If the customer operates any equipment outside the above listed guidelines and thereby causes abnormally frequent service calls or service problems, then AOT may at its option, terminate this agreement immediately. In that event, the customer will be offered service on a "Per Call" basis at published rates. In the event that the equipment is moved from the installation address set forth on the reverse side of this agreement, then, at AOT's option, the agreement pertaining to the moved equipment may be terminated or an additional service charge may be added to the basic charge set forth on the reverse side of this agreement. If, in the course of moving the equipment the customer or his agent causes damage to the equipment, the customer will be responsible for any service charges necessary to bring the equipment back into full operational specification and operation.

9. Other than the obligations set forth herein, AOT disclaims all warranties, expressed or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. AOT shall not be responsible for direct, incidental or consequential damages, including, but not limited to, damages arising out of the performance of the equipment or the loss of use of the equipment and customer hereby waives any claims related thereby.

10. This agreement shall be governed by and construed according to the laws of the State of Arizona applicable to agreements wholly negotiated, executed and performed in Arizona. It constitutes the entire agreement between parties and may not be modified except in writing signed by duly authorized officers of AOT and the customer. If toner is included, the consumption shall be within 10% of the manufacturer's suggested yields. A charge for toner consumption exceeding 10% of the manufacturer's suggested yields will be charged at current retail price. For all contracts including toner, a freight fee will be assessed based on volume of use. Full Service Maintenance is only available for equipment having a valid manufacturer serial number and UL certification. The customer agrees to make available and designate a suitable key operator for training in the use of the equipment. Should the employment status of a designated operator change so as to affect the operator's availability to perform the assignment, the customer shall inform AOT immediately. Key operator shall also be responsible for providing AOT with monthly meter readings. Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the purchase price listed on the reverse side of this agreement. Customer agrees that AOT shall have full and free access and sufficient workspace to provide service on the equipment covered by this agreement. This agreement shall not be effective until it has been approved and accepted by AOT. This agreement sets forth the entire understanding of the parties with respect to the subject matter contained herein and is binding upon both parties in accordance with the terms and conditions. There are no understandings, representations, and agreements other than those set forth herein. This agreement shall not be amended or altered except in writing signed by the authorized representatives of the parties.

Customer Initial _____

Monthly MPS vs Non-MPS Cost Analysis

	No MPS	MPS
Monthly Base Printer Costs	\$ 806.55	\$ 226.80
Town MIS Staff Hour Costs	\$ 187.28	\$ 34.50
Current Maintenance Copier Costs	\$ 442.37	
MPS New Copier and Printer Lease and Service Costs		\$ 1,082.49
New Equipment (Printer Replacements over 39 months)	\$ 153.42	
Unsupported Hardware	\$ 80.88	\$ 80.88
Total Costs/Month	\$ 1,670.50	\$ 1,424.67
Monthly Cost Difference		\$ 245.83
Total Annual Savings		\$ 2,949.96

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Managed Print Services

What is Managed Print Services (MPS)?



- ▶ Outsourcing Frustration
- ▶ Management copiers, printers, scanners, multifunction devices, and fax machines
- ▶ Providing all toner, service, parts and labor



Why MPS?

- ▶ Unify and Simplify
- ▶ Efficiency
- ▶ Ever Changing Technology
- ▶ Remove Maintenance Headaches



ALL WAS WELL UNTIL BROTHER NORRIS
TRIED AN ENVELOPE IN THE PRINTER

Monthly MPS Cost Analysis



Monthly MPS vs Non-MPS Cost Analysis

	No MPS	MPS
Monthly Base Printer Costs	\$ 806.55	\$ 226.80
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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **7. c.**

Meeting Date: 10/23/2012
Contact Person/Dept: Cecilia Watts
 Phone: 928-636-2646 x-1202
Item Type: Action-Presentation
Estimated length of staff presentation: 20 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Continued discussion and possible action regarding User Fee Schedule prepared by Heinfeld & Meech, dated August 2012. (Cecilia Watts, General Services Director)

RECOMMENDED ACTION:

Direct staff regarding User Fee Study and fees that are currently automatically adjusted each year per the Engineering News Record index.

SITUATION AND ANALYSIS:

Heinfeld and Meech conducted a User Fee Study that was presented to Council at a Study Session dated 9/6/2012. The study essentially reviewed fees using actual cost and market comparison. Several departments made recommendations for some or all of the fees based on their experience within their departments and the perception of their market. Recreation, Library, and Town Clerk all made their recommendations to the Council on 9/6/2012, and Council asked for further discussion on some of the Clerk's fees, and did not have the opportunity to address fees within Animal Control, Senior Center, and Development Services.

Staff intends on bringing the final fee schedule before Council on 10/23/2012 with a resolution to adopt the fees effective 1/1/2013.

Fiscal Impact

Fiscal Impact?: N

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Proposed User Fees

TOWN OF CHINO VALLEY - USER FEE STUDY

31 of 75

	Appendix A		Appendix B	Staff Recommendation	NOTES
	Current Fee	100 % Cost Recovery	Market Calculated		
Department Service - Planning					
Zoning Maps (GIS) - 8.5" x 11"	3.00	12.38	12.38	5.00	
Zoning Maps (GIS) - 11" x 17"	5.00	12.42	12.42	10.00	
Zoning Maps (GIS) - 22" x 34"	10.00	25.75	25.75	20.00	
Zoning Maps (GIS) - 34" x 44"	25.00	26.82	26.82	25.00	
Land Use: Minor Land Division (Lot Split) (\$15.00 per lot, minimum two lots)	30.00	44.25	44.25	45.00	(22.50 per lot)
Land Use: Failure to Record Minor Land Division (Lot Split) with Town Prior to Title Transfer	500.00	33.41	33.41	45.00	(22.50 per lot) Consistent with other per lot fees
Land Use: Rezone - (+ \$10 Acre)**	350.00	395.80	395.80	400.00	Rounded (+10.00 per Acre)
Land Use: Rezone - Advertising Fee (Per Legal Ad Required)	85.00	114.26	114.26	115.00	Per Legal Ad
Land Use: Subdivision & PAD - Preliminary & Final Plat Review (Each)*	800.00	787.57	787.57	800.00	Rounded
Land Use: Subdivision & PAD - Preliminary & Final Plat Review (Per Lot)	15.00	16.66	16.66	20.00	Rounded (Per Lot)
Land Use: Subdivision & PAD - Advertising Fee (Per Ad)	85.00	114.26	114.26	115.00	To be consistent with other legal ads
Land Use: General Plan Amendment - Residential - No Fee	-	38.06	38.06	200.00	In conjunction with other request (re: rezone, cup)
Land Use: General Plan Amendment - Other - No Fee	-	38.06	38.06	400.00	When not in conjunction with other request
Land Use: Conditional Use Permit - Initial Application**	200.00	395.80	395.80	400.00	To be consistent with other request (re: rezone, GPA)
Land Use: Conditional Use Permit - Renewal Before Expiration	40.00	274.24	274.24	DELETE	Same process as new
Land Use: Conditional Use Permit - Reinstatement After Expiration	200.00	395.80	395.80	DELETE	Same process as new
Land Use: Conditional Use Permit - Transfer Fee	100.00	55.09	55.09	DELETE	CUP is a land entitlement (no ownership transfer)
Land Use: Conditional Use Permit - Advertising Fee (Per Legal Ad Required)	85.00	114.26	114.26	115.00	To be consistent with other legal ads
Land Use: Signs - Temporary Signs	5.00	28.71	28.71	5.00	To remain business friendly
Land Use: Signs - Permanent Signs***	100.00	59.74	59.74	100.00	County 180.00/PV 15.00/Prescott 41.00/Dewey 60.00
Land Use: Commission Site Plan Review	0.00			100.00	Staff Time
Annexations	0.00			500.00	staff Time
Annexations (legal ad fees)	0.00			115.00	(each)To be consistent with other legal ads
Land Use: Grading Permit (Land Clearing, Grading, or Filling) Plan Review					
0 to 50 Cubic Yards	N/C	40.05	40.05		
51 to 100 Cubic Yards	23.50	73.64	73.64		
101 to 1,000 Cubic Yards	37.00	140.81	140.81		
1,001 to 10,000 Cubic Yards	49.25	207.99	207.99		
10,001 to 100,000 Plus Cubic Yards	269.75	281.63	281.63		
Land Use: Grading Permit (Land Clearing, Grading, or Filling) Permit Fee					
0 to 50 Cubic Yards	23.50	15.99	15.99		
51 to 100 Cubic Yards	37.00	38.44	38.44		
101 to 1,000 Cubic Yards	194.50	134.38	134.38		
1,001 to 10,000 Cubic Yards	325.00	390.21	390.21		

TOWN OF CHINO VALLEY - USER FEE STUDY

32 of 75

10,001 Plus Cubic Yards	919.00	773.96	773.96		
Land Use: Board of Adjustment	100.00	120.20	120.20	121.00	Rounded
Land Use: Board of Adjustment - Advertising Fee (Per Legal Ad Required)	85.00	114.26	114.26	115.00	To be consistent with other legal ads
Specific Fees: Single Family Residence - 4000 SQF - Valuation	3,447.18	1,335.25	37.95		
Specific Fees: Single Family Residence - > 4000 SQF (Example uses 5,000 SQF) - Valuation	4,154.85	1,532.46	37.40		
Specific Fees: Unfinished Basement - Valuations per Square Foot	979.55	560.81	50.24		
Specific Fees: Arizona Room - Valuations per Square Foot	496.25	298.70	29.42		
Specific Fees: Agricultural Buildings - Barns (Wood) - Valuations per Square Foot	559.35	356.37	18.83		
Specific Fees: Agricultural Buildings - Metal (Mare Motel) - Valuations per Square Foot	508.87	356.37	18.83		
Specific Fees: Agricultural Buildings - Pole Barns - Valuations per Square Foot	377.15	236.22	10.25		
Specific Fees: Patio Covers, Awnings and Canopies - Wood - Valuations per Square Foot	464.65	262.01	12.09		
Specific Fees: Patio Covers, Awnings and Canopies - Metal - Valuations per Square Foot	324.65	225.31	9.47		
Specific Fees: Carports - Wood - Valuations per Square Foot	464.65	262.01	12.09		
Specific Fees: Carports - Metal - Valuations per Square Foot	324.65	204.77	8.00		
Specific Fees: Covered Decks - Metal - Valuations per Square Foot	496.25	334.98	17.30		
Specific Fees: Covered Decks - Wood - Valuations per Square Foot	584.59	334.98	17.30		
Specific Fees: Uncovered Decks - Valuations per Square Foot	342.15	262.01	12.09		
Specific Fees: Garages - Metal - Valuations per Square Foot	584.59	309.19	15.46		
Specific Fees: Garages - Wood - Valuations per Square Foot	584.59	382.16	20.67		
Specific Fees: Garages - Masonry - Valuations per Square Foot	584.59	309.19	15.46		
Specific Fees: Fire Places/Free Standing Stoves at Other than New Construction - Valuations per SQF	77.04	55.20	55.20		
Specific Fees: Gazebos - Metal - Valuations per Square Foot	149.65	246.28	43.87		
Specific Fees: Gazebos - Wood - Valuations per Square Foot	184.65	246.28	43.87		
Specific Fees: Fences Over Six Feet in Height - Concrete or Masonry - Per Lineal Foot	113.10	246.28	109.67		
Specific Fees: Fences Over Six Feet in Height - All Others - Per Lineal Foot	101.67	246.28	109.67		
Specific Fees: Foundations Only - 1/4 of Planned Structure Valuation	-	159.63	159.63		
Specific Fees: Commercial Hoods - Type 1 & Type 2 - Primary + Secondary for Addtl Hoods	154.08	267.68	267.68		
Specific Fees: Commercial Hoods - Each Additional Hood	102.72	267.68	267.68		
Specific Fees: All Pools Requiring a Permit - Flat fee **	256.80	264.47	264.47		
Specific Fees: Ramadas (Structure Over Manufactured Home) - Valuations per Square Foot	464.65	340.64	17.71		
Specific Fees: Plumbing, Electrical and Mechanical - Fee per Permit Type	77.04	86.65	86.65		
Specific Fees: Retaining Walls Over Four Feet - Per Lineal Foot	78.81	277.73	330.35		
Specific Fees: Roof Structure Replacement - Flat fee***	154.08	236.22	236.22		
Specific Fees: Storage Buildings or Sheds Larger Than 120 Square Feet - Metal - Valuations per Square Foot	128.34	277.73	44.05		
Specific Fees: Storage Buildings or Sheds Larger Than 120 Square Feet - Wood - Valuations per Square Foot	132.15	382.16	68.91		
Specific Fees: Storage Buildings or Sheds Larger Than 120 Square Feet: [2] - Valuations per Square Foot	307.15	309.19	38.65		
[2] Shed Larger than 200 SQ Feet with Other Than a Walk Through Doors are Garages					
Specific Fees: Tenant Improvements - Valuations per Square Foot	94.05	191.08	7.02		
Specific Fees: Underground Storage Tanks Over 5,000 Gallons	154.08	145.93	145.93		
Specific Fees: Inspections Outside of Normal Business Hours	77.04	104.42	104.42		
Specific Fees: Reinspection Fees	77.04	104.42	104.42		

TOWN OF CHINO VALLEY - USER FEE STUDY

33 of 75

	Appendix A		Appendix B	Staff Recommendation	NOTES
	Current Fee	100 % Cost Recovery	Market Calculated		
Department Service - Building Plan Review					
Specific Fees: Single Family Residence - Valuations per Square Foot					
Specific Fees: Single Family Residence - 1000 SQF - Valuation	1,270.18	221.11			
Specific Fees: Single Family Residence - 2000 SQF - Valuation	1,998.18	221.11			
Specific Fees: Single Family Residence - 3000 SQF - Valuation	2,726.18	221.11			
Specific Fees: Single Family Residence - 4000 SQF - Valuation	3,447.18	267.66			
Specific Fees: Single Family Residence - > 4000 SQF (Example uses 5,000 SQF) - Valuation	4,154.85	267.66			
Specific Fees: Unfinished Basement - Valuations per Square Foot	979.55	58.19			
Specific Fees: Arizona Room - Valuations per Square Foot	496.25	174.56			
Specific Fees: Agricultural Buildings - Barns (Wood) - Valuations per Square Foot	559.35	186.19			
Specific Fees: Agricultural Buildings - Metal (Mare Motel) - Valuations per Square Foot	508.87	174.56			
Specific Fees: Agricultural Buildings - Pole Barns - Valuations per Square Foot	377.15	174.56			
Specific Fees: Patio Covers, Awnings and Canopies - Wood - Valuations per Square Foot	464.65	162.92			
Specific Fees: Patio Covers, Awnings and Canopies - Metal - Valuations per Square Foot	324.65	104.74			
Specific Fees: Carports - Wood - Valuations per Square Foot	464.65	104.74			
Specific Fees: Carports - Metal - Valuations per Square Foot	324.65	104.74			
Specific Fees: Covered Decks - Metal - Valuations per Square Foot	496.25	174.56			
Specific Fees: Covered Decks - Wood - Valuations per Square Foot	584.59	174.56			
Specific Fees: Uncovered Decks - Valuations per Square Foot	342.15	128.01			
Specific Fees: Garages - Metal - Valuations per Square Foot	584.59	128.01			
Specific Fees: Garages - Wood - Valuations per Square Foot	584.59	128.01			
Specific Fees: Garages - Masonry - Valuations per Square Foot	584.59	128.01			
Specific Fees: Fire Places/Free Standing Stoves at Other than New Construction - Valuations per SQF	77.04	46.55			
Specific Fees: Gazebos - Metal - Valuations per Square Foot	149.65	104.74			
Specific Fees: Gazebos - Wood - Valuations per Square Foot	184.65	104.74			
Specific Fees: Fences Over Six Feet in Height - Concrete or Masonry - Per Lineal Foot	113.10	93.10			
Specific Fees: Fences Over Six Feet in Height - All Others - Per Lineal Foot	101.67	58.19			
Specific Fees: Foundations Only - 1/4 of Planned Structure Valuation		81.46			
Specific Fees: Commercial Hoods - Type 1 & Type 2 - Primary + Secondary for Addtl Hoods	154.08	139.65			
Specific Fees: Commercial Hoods - Each Additional Hood	102.72	139.65			
Specific Fees: All Pools Requiring a Permit - Flat fee **	256.80	128.01			
Specific Fees: Ramadas (Structure Over Manufactured Home) - Valuations per Square Foot	464.65	104.74			
Specific Fees: Plumbing, Electrical and Mechanical - Fee per Permit Type	77.04	23.28			
Specific Fees: Retaining Walls Over Four Feet - Per Lineal Foot	78.81	104.74			
Specific Fees: Roof Structure Replacement - Flat fee***	154.08	116.38			
Specific Fees: Storage Buildings or Sheds Larger Than 120 Square Feet - Metal - Valuations per Square Foot	128.34	93.10			
Specific Fees: Storage Buildings or Sheds Larger Than 120 Square Feet - Wood - Valuations per Square Foot	132.15	93.10			
Specific Fees: Storage Buildings or Sheds Larger Than 120 Square Feet: [2] - Valuations per Square Foot	199.65	128.01			
[2] Shed Larger than 200 SQ Feet with Other Than a Walk Through Doors are Garages					
Specific Fees: Tenant Improvements - Valuations per Square Foot	94.05	104.74			
Specific Fees: Underground Storage Tanks Over 5,000 Gallons	154.08	81.46			
Specific Fees: Additional Plan Review Required by Changes, Additions or Revisions to Approved Plans - Minn 1 Hr.	77.04	58.19			

TOWN OF CHINO VALLEY - USER FEE STUDY

34 of 75

	Appendix A		Appendix B	Staff Recommendation	NOTES
	Current Fee	100 % Cost Recovery	Market Calculated		
Department Service - Engineering					
Engineering Reports: Drainage, Water, Sewer (Includes 1st and 2nd Review) - \$ 100 per Hour - 4 Hour Minimum	400.00	389.84	389.84		
Engineering Reports: Traffic (Includes 3 Reviews) - \$100 Per Hour - 4 Hour Minimum	400.00	389.84	389.84		
Engineering Infrastructure Plan Review: 1st and 2nd Review (Each Component Billed Separately) - Per Sheet	350.00	292.38	292.38		
Engineering Plan Reviews: 3rd and Subsequent Reviews - Per Sheet	150.00	48.73	48.73		
Construction Inspection: Utility Lines (Water, Sewer, Storm Drain & Channels, Gas, Electric, etc.)					
0 to 1,000 Lineal Feet - Per LF	0.40	463.97	0.46		
1,001 to 2,000 - Per LF	0.38	927.93	0.46		
2,001 to 3,000 - Per LF	0.34	1,391.90	0.46		
3,001 to 4,000 - Per LF	0.30	1,855.87	0.46		
4,001 to 5,000 - Per LF	0.27	2,319.83	0.46		
5,001 Plus - Per LF	0.25	0.46	0.46		
Construction Inspection: Streets					
0 to 2,000 Square Yards	0.35	695.95	0.35		
2,001 to 4,000 Square Yards	0.34	1,252.71	0.31		
4,001 to 6,000 Square Yards	0.32	1,786.28	0.30		
6,001 to 8,000 Square Yards	0.30	2,319.83	0.29		
8,001 to 10,000 Square Yards	0.28	2,667.81	0.27		
10,001 to 12,000 Square Yards	0.26	3,201.37	0.27		
12,001 Plus Square Yards	0.25	0.27	0.27		
As-Built Plans - Per Sheet	100.00	73.10	73.10		
Third Party Engineering Services: Plan & Report Review - Same as in-house report review	400.00	389.85	389.85		
Third Party Engineering Services: Inspection - Utility Lines & Streets - Actual cost as billed + 5%					
Right-Of-Way Permits: Base Rate - Per Permit	70.00	56.81	56.81		
Right-Of-Way Permits: Utilities and Roadways - Additional \$0.25 per Lineal Foot*	0.25	0.46	0.46		
Right-Of-Way Permits: 2nd & Subsequent Inspections - Per Inspection	70.00	69.60	69.60		
Right-Of-Way Permits: Driveway Culvert Installation - Per Permit	30.00	46.40	46.40		

TOWN OF CHINO VALLEY - USER FEE STUDY

35 of 75

Department Service - Town Clerk - Public Record's Inspection/Reproduction Request	Appendix A		Appendix B	Staff Recommendation	NOTES
	Current Fee	100 % Cost Recovery	Market Calculated		
Photocopy - 8.5 x 11	0.25	0.36	0.36	0.25	
Photocopy - 8.5 x 14	0.35	0.38	0.38	0.35	
Photocopy - 11 x 17	0.50	0.47	0.47	0.50	
Photocopy - color (over cost of b&w copy)				0.10	new fee recommended by staff
Scanning of printed only records (per image)				0.25	
Fax per image	1.00	1.18	1.18	1.25	
Recordings - Audio Tape	5.00	14.49	14.49	Eliminate	
Recordings - Floppy	2.00	10.76	10.76	Eliminate	
Recordings - CD Rom	2.00	10.76	10.76	Eliminate	
Recordings - DVD / VHS	10.00	14.58	14.58	Eliminate	
Recordings - CD/DVD				15.00	replaces above 4 recordings fees
CD/DVD (as records storage device only)				2.00	
Electronic records (copying to storage device or email) (per hour)				25.00	new recommended fee based on new information received from the Orr
Document cover/binding	VARIES	6.45	6.45	actual cost + 2.00	
U.S. Mailing	VARIES	6.38	6.38	actual cost + 2.00	
E-mailing	VARIES	6.63	6.63	Eliminate	replaced by "Electronic records" above
Publications:				Eliminate	replaced by per image cost
Town Code of Ordinances	60.00	58.57	58.57	Eliminate	
Unified Development Ordinance	34.00	38.82	38.82	Eliminate	
Annual Budget	19.00	23.05	23.05	Eliminate	
General Plan	20.00	21.51	21.51	Eliminate	
Tax Code	16.00	19.34	19.34	Eliminate	
Capital Improvement Plan	18.00	19.05	19.05	Eliminate	
Strategic Plan	4.00	6.74	6.74	Eliminate	
Current Agenda Packets	12.00	19.22	19.22	per image cost	
Meeting Transcription (per hour)	20.00	29.09	29.09	Eliminate	recommended by consultant
Meeting Transcripts (per page)	20.00	29.09	29.09	7.50	recommended by consultant
Subscriptions (year):					
Agendas (printed)				34.00	
Agendas (email)	24.00	33.64	33.64	34.00	
Agendas (fax)	30.00	51.43	51.43	50.00	
Agendas (mail)	30.00	103.13	103.13	103.00	
Agenda packet	288.00	402.09	402.09	409.00	
Commercial request	VARIES	46.96	46.96	market value of record + staff time	
Commercial request (business license or other list)				0.17 per business/record	
Notary - per signature (set by State law)	2.00	3.53	3.53	2.00	

TOWN OF CHINO VALLEY - USER FEE STUDY

36 of 75

	Appendix A		Appendix B	Staff Recommendation	NOTES
	Current Fee	100 % Cost Recovery	Market Calculated		
Department Service - Town Clerk - Business Licenses					
Business License:					
General Business License Fee (year)	61.00	98.49	98.49	50.00	reduction demonstrates good faith on Town's part to work with business
Application Processing Fee	30.00	32.25	32.25	33.00	recovers cost of building official inspections
Inspection (hour)	56.00	54.57	54.57	Eliminate	recovered in the processing fee
Operating without a license/late fee	100%			50%	At the September 6 study session, Council appeared to prefer a 50% charge.
Renewal Fee (year)	61.00	8.35	15.00	50.00	
Update Fee (for all changes other than ownership)	10.00	14.06	14.06	14.00	recovers cost of staff time
Mobile Merchants (year)	61.00	98.49	98.49	50.00	
Transient Merchants (day)	61.00	98.49	98.49	50.00	
Special Event Vendors (day)	21.00	13.64	13.64	14.00	
Festivals Special Events:					At the September 6 study session, Council noted that these fees needed to be revised, but they preferred to do so upon review of a new
Filing fee	61.00	35.47	35.47	36.00	
License fee (day)	119.00	114.50	114.50	115.00	
Peddlers and Solicitors (day):	102.00	59.79	59.79	60.00	
Additional fee per worker (day)	9.00	21.09	21.09	21.00	
Special Business Establishments:					At the September 6 study session, Council expressed concern over these fees, but did not give staff any particular direction.
Swap Meet License (year)	404.00	345.32	345.32	346.00	
Auction License (year)	303.00	136.92	136.92	137.00	
Telephone Company License (year)	353.00	136.92	136.92	353.00	
Sexually Oriented Businesses:					
Application/Investigation Fee	1,062.00	264.06	264.06	1,062.00	
Annual Fee (per business)	1,062.00	264.80	264.80	1,062.00	
Annual Fee (per employee)	1,062.00	73.23	73.23	1,062.00	
Liquor Licenses:					restructured to correspond with the state's liquor series'
All Types of Liquor	303.00	249.49	249.49	Eliminate	
Beer and Wine Only	252.00	249.49	249.49	Eliminate	
Beer Only	202.00	249.49	249.49	Eliminate	
Off Sale: All Types	252.00	249.49	249.49	Eliminate	
Off Sale: Beer and Wine Only	202.00	256.13	256.13	Eliminate	
Off Sale: Beer Only	152.00	55.93	256.13	Eliminate	
Series #4 Wholesaler				202.00	
Series #6 Bar				303.00	
Series #7 Beer & Wine bar				252.00	
Series #9 Liquor Store				252.00	
Series #10 Beer & wine store				152.00	
Series #11 Hotel/Motel				252.00	
Series #12 Restaurant				303.00	
Series #13 Domestic Farm Winery				252.00	
Series #14 Private club				252.00	
Series #15 Special Event	-	55.93	55.93	50.00	
Temporary Extension of Premisis	-			50.00	

TOWN OF CHINO VALLEY - USER FEE STUDY

37 of 75

	Appendix A		Appendix B	Staff Recommendation	NOTES
	Current Fee	100 % Cost Recovery	Market Calculated		
Department Service - Animal Control					
Animal License Altered Dog	6.00	17.38	17.38	8.00	Local Market Average 7.75
Animal License Unaltered Dog	36.00	44.15	44.15	36.00	Local Market Average 26.25
Late Fee	18.00	14.68	14.68	16.00	Local Market Average 16.00
Impound Fee with Pickup	24.00	70.64	70.64	30.00	Increasing fees to much will increase animal abandonment
Impound Fee without Pickup	24.00	25.58	25.58	24.00	Increasing fees will increase animal abandonment
Boarding Fee Per Day	12.00	45.06	24.37	12.00	Increasing fees will increase animal abandonment
Transportation Fee	24.00	45.06	45.06	Zero	This fee has never been charged and is not charged by other agencies
Adoption Fee Unaltered Female Dog	76.00	143.56	143.56	85.00	Only if medical condition prevents spaying
Adoption Fee Unaltered Male Dog	62.00	143.56	143.56	70.00	Only if medical condition prevents neutering
Adoption Fee Altered Dog	18.00	39.56	39.56	25.00	
Rabies Shot	10.00			10.00	Incorrectly listed in study as "county surcharge"
Female/Male Dogs	10.00	39.56	39.56	XX	Drop from listing
County surcharge	18.00	11.36	11.36	XX	Drop from listing
POLICE					
Finger Printing	5.00			5.00 per card	Not included in the study
Level 1 VIN inspection on site	NA			5.00	Not currently charging for this service
Level 1 VIN inspection off site	NA			10.00	Not currently charging for this service

TOWN OF CHINO VALLEY - USER FEE STUDY

38 of 75

	Appendix A		Appendix B	5.00 per card	Not included in the study
	Current Fee	100 % Cost Recovery	Market Calculated	5	Not currently charging for this service
Department Service - Library					
Photocopies (per page) - includes ink	0.10	-	-	0.10	
Printouts form Public Access Computers (per page) - includes ink	0.10	-	-	0.10	
Purchase of 3.5" diskette	1.00	-	-	1.00	
Purchase of CD-ROM Disks, Flash Drives	1.00	-	-	1.00	
Library Card					
New	N/C			N/C	
Replacement	3.00	2.83	2.83	3.00	
Overdue items (per day - per item)					
Overdue items of Chino Valley Library	0.10	0.78	0.78	0.10	
Overdue items of other Yavapai Network Libraries	0.10	0.78	0.78	0.10	
Overdue Items from Libraries Outside the Yavapai Library Network	0.10	0.78	0.78	0.10	
Item placed on hold and not picked up after 7 days (per item)					
Materials requested from Chino Valley Library					
Materials requested from Other Yavapai Library Network Libraries	0.50	1.25	1.25	0.50	
Materials requested from Libraries Outside the Yavapai Library Network	1.00	1.25	1.25	1.00	
Item lost or destroyed - Replacement cost + \$5 processing fee					
Processing fee per item lost (Chino Valley Library)	5.00	4.72	4.72	5.00	
Processing fee per item lost (other Yavapai Library Network Libraries)	5.00	4.72	4.72	5.00	
Processing fee per item lost (Libraries Outside the Yavapai Library Network)	5.00	4.72	4.72	5.00	
Items referred to outside agency for collection + library labor and admin costs*					
Collections for Chino Valley Library	25.00	7.06	7.06	N/A	Service Not needed or used
Collections for Other Yavapai Library Network Libraries	25.00	7.06	7.06	N/A	Service Not needed or used
Collections for Libraries Outside the Yavapai Library Network	25.00	7.06	7.06	N/A	Service Not needed or used

TOWN OF CHINO VALLEY - USER FEE STUDY

39 of 75

	Appendix A		Appendix B		
	Current Fee	100 % Cost Recovery	Market Calculated	Staff Recommendation	NOTES
Department Service - Recreation					
Community Center / Head Start Victory Building					
Private Individuals (per hour)	18.00	37.06	37.06	36.00	
Commercial (per hour)	30.00	37.06	37.06	60.00	
Non-Profit (per reservation)	12.00	37.06	37.06	36.00	
Co-Sponsored (per reservation)	12.00	37.06	37.06		
Park Ramada Reservation					
Half Day	18.00	18.43	18.43	36.00	
Full Day	36.00	18.43	18.43	72.00	
Athletic Fields:					
CV Youth League Season, one time fee	N/C	107.71	107.71	100.00	
CV Youth Athletic Tournaments w/set up (off season) per field	48.00	65.63	65.63	65.00	
Non-CV Youth Leagues/Teams & Adult League/Teams w/out set up (per field per hour)	12.00	26.47	26.47	25.00	

TOWN OF CHINO VALLEY - USER FEE STUDY

40 of 75

	Appendix A		Appendix B		
	Current Fee	100 % Cost Recovery	Market Calculated	Staff Recommendation	NOTES
Department Service - Aquatic Center - Full Cost					
Daily Use					
Ages 0-5 years - Child	0.75	1.99	0.91	1.00	
Ages 6-17 - Youth	2.00	5.30	2.41	2.50	
Ages 18 to 54 - Adult	3.00	7.94	3.62	3.50	
Ages 55 & Older - Senior	2.50	6.62	3.02	3.00	
Family - 5 Immediate Family Members	12.00	31.78	14.49	12.50	
Season Passes					
Ages 0-5 years - Child	30.00	95.33	43.47	45.00	
Ages 6-17 - Youth	60.00	190.65	86.93	85.00	
Ages 18 to 54 - Adult	90.00	285.98	130.40	130.00	
Ages 55 & Older - Senior	65.00	206.54	94.18	95.00	
Family - 5 Immediate Family Members	140.00	444.86	202.84	200.00	
Learn to Swim					
Youth - 8 sessions, 30 minutes in length	40.00	156.87	71.53	45.00	
Adult - 4 sessions, 1 hour in length	40.00	146.66	66.87	45.00	
Fitness Program Lessons - 9 sessions of 1 hour	45.00	319.85	145.84	45.00	
Private Lessons - 9 Sessions of 1 Hour	20.00	18.75	8.55	20.00	
Aquatic Facility Rental					
Aquatic Facility - 2 Hour Minimum = 1 to 200 Guests	140.00	307.21	140.07	140.00	
Lifeguards (minimum 3) - 2 hour minimum	72.00	132.41	60.38	72.00	
Aquatic Facility - 2 Hour Minimum = 201 to 400 Guests	140.00	307.21	140.07	140.00	
Lifeguards (minimum 4) - 2 hour minimum	96.00	176.54	80.50	96.00	
Slide	30.00	2.00	0.91	30.00/hour	

TOWN OF CHINO VALLEY - USER FEE STUDY

41 of 75

	Appendix A		Appendix B		
	Current Fee	100 % Cost Recovery	Market Calculated	Staff Recommendation	NOTES
Department Service - Senior Center					
Facility Rental - Private					
Monitor (per hour)	36.00	N/A	N/A		
Building Use (per hour)	30.00	17.70	17.70		recommend to do away with hourly fee
Building Use (half day)	120.00	88.53	88.53	100.00	
Building Use (full day)	240.00	141.57	141.57	150.00	
Cleaning	61.00	N/A	N/A	-	staff does not do any after cleaning; individual group is responsible for cleaning; recommend to
Facility Rental - Non-Profit Organizations					
Monitor (per hour)	12.00	N/A	N/A		
Building Use (per day)	42.00	141.57	141.57	75.00 for non profit	
Building Use (weekly) - Charge per Month	72.00	566.28	566.28	100.00/wk	2 hour minimum
Cleaning	61.00	N/A	N/A		staff does not do any after cleaning; individual group is responsible for cleaning; recommend to
Facility Rental - Commercial/Business Organizations					
Monitor (per hour)	12.00	N/A	N/A		
Building Use (per day)	61.00	141.57	141.57	150.00	
Cleaning	61.00	N/A	N/A		
Van Transportation Fees					
Local (Chino Valley) - No charge	-	4.25	4.25	5.00	
Quad-City	3.00	20.64	20.64	10.00	
Yavapai County	5.00	22.01	22.01	15.00	
Other Arizona	10.00	44.02	44.02	25.00	
Out of State - Average trip 225 miles	10.00	85.75	85.75	dependent on ind. Trip	
Meals					
Congregate Meals (over age 60)	4.00	10.03	10.03	4.00	the older americans act states that this is a "suggested" donation only
Congregate Meals (under age 60)	5.00	10.03	10.03	5.00	under 60 we can actually charge

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Town of Chino Valley					
Building Fee Comparison					
		Recommended		Prescott	
	Existing Fees	Fees	Prescott	Valley	Yavapai County
2000 Sq Ft House	\$ 2,124	\$ 1,778	\$ 1,182	\$ 1,521	\$ 1,487
Price Per Sq FT	\$ 104	\$ 80	\$ 102	\$ 104	\$ 104
Valuation	\$ 207,500	\$ 160,000	\$ 224,234	\$ 220,950	\$ 220,000
250 Sq Ft Patio	\$ 202	\$ 167	\$ 53	\$ 150	\$ 100
Price Per Sq FT	\$ 21	\$ 15	\$ 20	\$ 7	\$ 8
Valuation	\$ 5,263	\$ 3,750	\$ 5,000		\$ 2,000
400 Sq Ft Garage	\$ 360	\$ 220	\$ 112	\$ 50	\$ 175
Price Per Sq FT	\$ 32	\$ 20	\$ 38	\$ 28	\$ 28
Valuation	\$ 12,924	\$ 8,000	\$ 15,200		\$ 11,000

RESOLUTION NUMBER 12-1001

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL
OF THE TOWN OF CHINO VALLEY, ARIZONA,
ADOPTING A CONSOLIDATED FEE SCHEDULE FOR
THE TOWN OF CHINO VALLEY**

WHEREAS, the Town had never had a comprehensive fee study performed for its entire organization; and

WHEREAS, the Town of Chino Valley hired Heinfeld, Meech & Co., P.C., an independent accounting firm, to perform a User Fee Study; and

WHEREAS, Heinfeld, Meech & Co., P.C. produced recommendations recognizing both cost recovery and market comparisons; and

WHEREAS, individual departments have made further recommendations based on the distinct conditions within their departments and programs and have asked Council to adopt their recommended fees;

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

Section 1: Adopt the Consolidated Fee Schedule attached herein as Exhibit "A."

Section 2: The provisions of this Resolution shall become effective on January 1, 2013.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 23rd day of October, 2012.

Chris Marley, Mayor

ATTEST:

APPROVED AS TO FORM:

Jami C. Lewis, Town Clerk

Musgrove Drutz & Kack, PC
Town Attorney



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **7. d.**

Meeting Date: 10/23/2012
Contact Person/Dept: Cecilia Watts
 Phone: 928-636-2646 x-1202
Item Type: Action-Presentation
Estimated length of staff presentation: 30 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Discussion of Town Council Citizen Survey (Cecilia Watts, General Services Director)

RECOMMENDED ACTION:

Move to approve the content for the Council's Citizen Survey and approve the timeline and budget appropriation for the printing and mailing of the survey.

SITUATION AND ANALYSIS:

At the Council's Strategic Financial Planning Workshop held in August 2012 it was determined that the Council would like to have a Citizen Survey conducted in an effort to receive feedback from the citizens regarding the Town's financial challenges and some of the proposed solutions. Town Staff has been working with both the Mayor and the Vice Mayor and has developed a 2-page survey with 5 questions. Three of the five questions are the same, with some variance on two of the questions.

Town staff would like to review the two drafts with the full Council and receive input on the appropriateness of the questions. Also, staff would like to review the process with Council so there is full understanding regarding timelines, costs, and finalized results. Timeline will somewhat depend on the outcome of 10/23/2012 Council Meeting with respect to Council's approval of the questions for the survey and any additional edits that the Council agrees on.

Surveys would be mailed out to all registered voters within Chino Valley; the listing we have received from Yavapai County contain 5,775 registered voters. A token would be attached with each survey to help ensure that only one survey is returned per registered voter. Voters can fill out the survey and mail it back in, they may drop it off at select points, or they may fill it out on-line for submittal.

Should Council agree to the appropriate questions for the survey in tonight's Council Meeting, it could be finalized by the end of October and to the printers and mailed out in early November,

with final submissions from our citizenry by the end of November 2012. Staff should be able to have results on the Council Meeting scheduled for 12/11/2012.

Estimated costs for printing and mailing are under \$6,000; funds to come from XXX.

Fiscal Impact

Fiscal Impact?: yes

If Yes, Budget Code: 01-95-5600

Available: 7000.00

Funding Source:

The Town did not budget for this expenditure in the current year budget. Staff Recommends transferring \$7,00 from the Contingencies line item to a new budget line item Strategic Financial Plan.

Attachments

Citizen's Survey

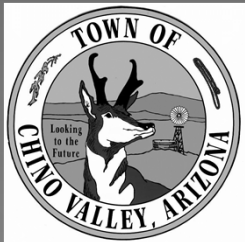
Survey draft 3

Survey draft 4

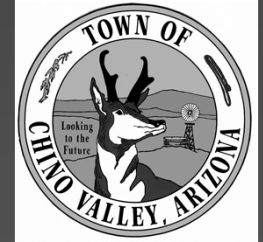
TOWN OF CHINO VALLEY

Town Council Meeting

10/23/2012
Previous Town Surveys
Town Survey



Previous Surveys / Listed priorities



Priorities were not asked

- 1989
- 12 pages, 32 questions
- No # on number of respondents

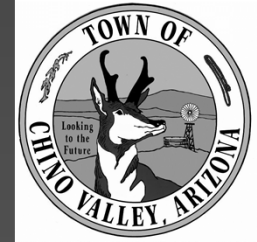
* Ambulance Services
* Roads & Streets
* Community Swimming Pool

- 1993
- 4 pages, 13 questions
- 915 respondents, 48% of population

* Questions were mainly about economic development & land use

- 1996
- 1 page, 4 questions
- 950 respondents, no idea about distribution (whether it was registered voters only)

Previous Surveys / Listed priorities (con't)



- * Water Rights
- * Streets & Roads
- * Law Enforcement

- 2001
- 3 questions
- 844 respondents, 31% return rate

- * Same results and questions as 2001

- 2002
- Same questions as 2001
- 1,175 respondents, 37% return rate

- * Responsible Growth
- * Water & Sewer
- * Highway 89 / Roads

- 2004
- 5 questions, 2 pages
- 1,204 respondents, 33 ½% return rate



Current survey – the process

- Some of the process may depend on discussions that occur this evening;
- Intention is to mail out to all registered voters within Chino Valley (voter listing received from Yavapai County (5,775 registered voters);
- Will contain a cover letter from the Mayor



Current survey – the process

- A *TOKEN* will be assigned to each survey, in an effort to ensure we get one survey per registered voter;
- Registered voters may physically fill out the survey and drop it back in the mail, drop it off at Town Hall or other sites,

or

Go on-line and fill out the survey and use their token number



Costs for Survey

- Initial Mailing - \$ 1,530.50
5,500 pieces, 3 pages
plus return envelope
- Estimated Business Reply Mail, Permit \$ 2,285.00
- Printing Costs, 5,500 pieces \$ 1,500.00
3 pages, folding

Total Proposed Costs: \$ 5,315.00



Possible Timeline

- Survey questions agreed by Council on 10/23/2012;
- Staff finalizes Survey by 10/30/12 and survey goes to printer;
- Surveys returned from printer by tbd
- Surveys mailed out by tbd
- Surveys returned no later than 11/30/2012
- Surveys tallied electronically by staff and available for 12/11/2012 Council Meeting



Proposed Survey

Currently have 2 versions that have similarities

Cover letter from Mayor (language same for both versions)

Each draft has 5 questions

Questions 1, 2 and 5 are the same on both drafts



Proposed Survey Cover letter by Mayor

1 Educational Component

2 Dear Registered Voter:

3 The Town of Chino Valley faces significant financial challenges in the years ahead. The Town does not assess a Property Tax and
4 therefore does not have a recognized, predictable stream of income. Property taxes assessed on Town residents are assessed by
5 Yavapai County, local schools districts, Yavapai County Fire District, Yavapai Community College District, and other special districts
6 that are separate from local Town government. An initial primary property tax *may not* be assessed unless a majority of the Town's
7 qualified electors voting at an election authorize the Town to impose the tax.

8 A significant portion of the Town's revenue comes from the State in the form of state-shared revenues. State shared revenues
9 include income tax, sales tax, and vehicle license tax and Highway User Revenue funds that are distributed based on our
0 community's population. The Town's current population from the 2010 census is 10,817, which was an 12% *decrease* in our
1 population from the previous mid-decade's census. This decline in population has resulted in a significant decrease in funding from
2 the state.

3 The cut in the State's revenue to the Town was exacerbated by the national economy and its effect on local sales tax. The Town has
4 taken significant measures over the last four years to reduce expenses, including:

- 5 • A reduction in staff from a high of 125 employees to our current 85;
- 6 • All employees except sworn police officers have taken a 10% pay cut which has been in effect for 4 years, with no merit or
7 cost of living increases;
- 8 • Hours at most Town Hall buildings have been reduced to 4-day workweeks to reduce utility and other costs;
- 9 • Operating budgets have decreased by an average of 29%;

0 As we prepare to meet the challenges ahead, we would like to hear from our citizens regarding services which you think are
1 important to you, and offer you the opportunity to provide feedback to your elected officials regarding the Town's finances.

2 Included with this correspondence is a **Citizen Survey**. We would like your feedback regarding Town priorities and what you would
3 like to see the Town fund. This survey contains a ***TOKEN,*** which is a number attached to each survey in order to ensure that we
4 receive only one survey per registered voter.

5 You may fill out the survey in one of two ways, either by hand or on-line. This survey can be found on-line on the Town's website
6 under www.chinoaz.net. It is included on the Title page under "*What's Happening.*" If you choose to, you may fill the survey out
7 from the form on the Town's website, but you **must include the TOKEN number on this enclosed survey** so that we have no
8 duplications. You have now completed the survey and need not mail anything back.

9 **If you choose to fill out the survey by hand**, please return the survey to Town Hall, 202 N Hwy 89 by November 7th, 2012. You may
0 use the

- 1 • self-addressed enclosed envelope,
- 2 **OR drop boxes located at any of the following locations:**
- 3 • 202 N Hwy 89
- 4 • Utilities Department – 1982 Voss Drive
- 5 • Library – 1020 W Palomino Road
- 6 • Chino Valley Senior Center – 1021 W Butterfield

7 If you should have any questions, please call 928-636-2646, extension 1203. Thank you for your time and feedback.

8 Sincerely,

9 Chris Marley
0 Mayor

Question 1 of Survey “Your Use of Town Services”



Language the same for both versions

Asks the Question:

“How many times have you interacted with the following departments or utilized their programs or services in a typical year?”

Refers to the following departments:

Library, Recreation/Trails/Ball fields/Soccer, Pool/Aquatic Center, Senior Center, Police Department, Code Enforcement, Permitting, Animal Control, Municipal Court, Public Works, Town General Administration, and Transit System



Question 1 of survey

Your Use of Town Services

How many times have you interacted with the following departments or utilized their programs or services in a typical year?

Library	0	1	2	3	4	5+
Recreation / Trails/ Ball fields/ Soccer	0	1	2	3	4	5+
Pool / Aquatics Center	0	1	2	3	4	5+
Senior Center	0	1	2	3	4	5+
Police Department	0	1	2	3	4	5+
Code Enforcement	0	1	2	3	4	5+
Permitting (Building, Inspections)	0	1	2	3	4	5+
Animal Control	0	1	2	3	4	5+
Municipal Court	0	1	2	3	4	5+
Public Works (Roads, Utilities)	0	1	2	3	4	5+
Town General Administration	0	1	2	3	4	5+
Transit System	0	1	2	3	4	5+

Question 2 of Survey “Prioritize Your Perception of the value of the Town’s Departments”

Language is same in both versions.

Asks registered voters to rank departments 1 through 11 to prioritize them.

Gives the department’s percentage of budget to the General Fund.



Question 2
asks you to
rank the
Town's
departments
and gives
each
department's
share of the
General Fund
budget



RANKING 1-11 1= Most Important 11= Least Important	DEPARTMENT	% of Department's Expenses to Total General Fund
	General Government: Includes Town Manager, Town Clerk, Human Resources, Prosecutor's Office, Geographic Information Systems, Computer Information Systems, Access 13TV, Web, Mayor and Council, Finance, Non-departmental expenses and debt service, Risk Management, Legal Services	26%
	Municipal Court: Includes Civil Matters, Code Enforcement Hearings, Speeding Tickets	4 %
	Public Safety: Includes Sworn Police Officers, fee for County Dispatch Services, Animal Control and Code Enforcement	30 %
	Facilities and Fleet Maintenance: Includes maintenance of all Town buildings, equipment and police vehicles.	9 %
	Development Services: Includes Building Permitting, Planning, Building Inspections, Re-zones, etc.	4 %
	Recreation: Includes programs such as softball and basketball leagues, Children's programs, classes held at the Activity Center and partnership with Town events.	1 %
	Library: Includes books, videos, access to public computers, Children's Library and Children's programs.	3 %
	Parks Maintenance: Includes maintenance of the Town's Park system, which includes 5 parks, and exterior of all Town-owned facilities	5 %
	Aquatic Center: Chino Valley pool, open from mid-May to Labor Day weekend	4 %
	Senior Services: Includes Chino Valley Senior Center and activities at the Senior Center and the administration of the Meals on Wheels program	3 %
	Public Works: Includes Roads, Flood Control work, street maintenance, public projects, engineering services	11 %

Question 3 of Survey “Alternative Revenue Sources”



- Explains that although the Town has cut its Operating Budget by 29% and reduced staff by 32%, there is a need for additional revenues.
- Draft 3 gives four Alternate Revenue Sources and Draft 4 gives three Alternate Revenue Sources plus an area to provide suggestions.
- Asks Registered Voters to rank Alternative Revenue Sources

	TYPE 1 = first choice, 4 = last choice	Ranking (1,2,3,4)
A	Increase Town Sales Tax by ½ %; this would generate approximately \$575,000 in annual revenues	
B	Initiate a Property Tax. This cannot be enacted without a vote of the registered voters. If the Town were to tax at a .775 rate, it would cost a property owner approximately \$77.50 per \$100,000 of assessed value. This would generate approximately \$575,000 in annual revenues.	
C	Combination of Sales Tax and Primary Property Tax. Increase Sales Tax by ¼% and impose a property tax at a rate of .3875, which would equate to approximately \$38.75 per \$100,000 of assessed value. The combination of these two mechanisms would generate approximately \$575,000 in annual revenues.	
D	Fund Economic Development efforts through the sale of Bonds to expand the Town's infrastructure (water, sewer, and road improvements) along Highway 89 and Old Home Manor. This will not provide immediate relief to the General Fund, but rather serves as a proposed long-term solution. The sale of Municipal Bonds provides capital for infrastructure improvements but increases the Town's debt accordingly.	

	TYPE 1 = first choice, 3 = last choice	Ranking (1,2,3)
A	Increase Town Sales Tax by ½ %; this would generate approximately \$575,000 in annual revenues	
B	Initiate a Primary Property Tax. This cannot be enacted without a vote of the registered voters. If the Town were to tax at a .775 rate, it would cost a property owner approximately \$77.50 per \$100,000 of assessed value. This would generate approximately \$575,000 in annual revenues.	
C	Combination of Sales Tax and Primary Property Tax. Increase Sales Tax by ¼% and impose a property tax at a rate of .3875, which would equate to approximately \$38.75 per \$100,000 of assessed value. The combination of these two mechanisms would generate approximately \$575,000 in annual revenues.	
X X X	Please provide us with your idea(s) or suggestions for an alternative revenue source: _____ _____	

Draft 3 / Draft 4
Question 3



Instead of allowing comments directly in the survey, Draft 3 states

“Perhaps there are other alternatives for revenue sources or revenue generation. If you would like to provide comments to the Town Council about Alternative Revenue Sources, please send them via e-mail to:”

cvsurvey@chinoaz.net

Question 4 of Survey “ Use of Alternative Revenue Sources”



The only difference between the two drafts with this question is that Draft 3 gives four alternatives for the USE of the revenues and Draft 4 gives three alternatives for the USE of the revenues.



Draft 3 has four alternatives for Use of Revenues:

Service / Program 1 = 1 st choice, 4 = 4 th choice	Ranking
Public Safety – Includes Sworn Officers, Dispatch Services, Animal Control and Code Enforcement	
Community Services – Includes Library, Senior Services, Aquatics, Recreation, Parks Maintenance	
Extension of Utilities This will reduce connection fees, protect the aquifer, and create economic development opportunities and jobs.	
Council Discretion – Allow the Town Council to apply the funds to departments or programs as they deem necessary through the budget process.	

Draft 4 has three alternatives for Use of Revenues:

Service / Program 1 = 1 st choice, 3 = 3 rd choice	Ranking
Council Discretion – Allow the Town Council to apply the funds to departments or programs as they deem necessary through the budget process.	
Public Safety – Includes Sworn Officers, Dispatch Services, Animal Control and Code Enforcement	
Community Services – Includes Library, Senior Services, Aquatics, Recreation, Parks Maintenance	

Question 5 of Survey “ BONDING ”

“For Chino Valley’s future financial health, please indicate if you would support the sale of general revenue bonds to fund either of the following economic development projects: “

Would I support the following projects for bonding:	Yes	No
Highway 89 sewer / water expansion to select areas on Highway 89 to encourage commercial development.		
Old Home Manor Industrial Park on approximately 200 acres of the 800+ acre Old Home Manor site.		



Questions ??????

Dear Registered Voter:

The Town of Chino Valley faces significant financial challenges in the years ahead. The Town does not assess a Property Tax and therefore does not have a recognized, predictable stream of income. Currently, property taxes assessed on Town residents are assessed by Yavapai County, local schools districts, Yavapai County Fire District, Yavapai Community College District, and other special districts that are separate from local Town government. **An initial primary property tax *may not be assessed unless a majority of the Town's qualified electors voting at an election authorize the Town to impose the tax.***

A significant portion of the Town's revenue comes from the State in the form of state-shared revenues. State shared revenues include income tax, sales tax, vehicle license tax and Highway User Revenue funds that are distributed based on our community's population. The Town's current population from the 2010 census is 10,817, which was an 18% **decrease** in our population from the previous mid-decade's census. This decline in population has resulted in a significant decrease in funding from the state.

The cut in the State's revenue to the Town was exacerbated by the national economy and its effect on local sales tax. The Town has taken significant measures over the last four years to reduce expenses, including:

- A reduction in staff from a high of 125 employees to our current 85;
- All employees except sworn police officers have taken a 10% pay cut which has been in effect for 4 years, with no merit or cost of living increases;
- Hours at most Town Hall buildings have been reduced to 4-day workweeks to reduce utility and other costs;
- Operating budgets have decreased by an average of 29%;

As we prepare to meet the challenges ahead, we would like to hear from our citizens regarding services which you think are important to you, and offer you the opportunity to provide feedback to your elected officials regarding the Town's finances.

Included with this correspondence is a **Citizen Survey**. We would like your feedback regarding Town priorities and what you would like to see the Town fund. This survey contains a ***TOKEN,*** which is a number attached to each survey in order to ensure that we receive only one survey per registered voter.

You may fill out the survey in one of two ways, either by hand or on-line. This survey can be found on-line on the Town's website under www.chinoaz.net. It is included on the Title page under "**What's Happening.**" If you choose to, you may fill the survey out from the form on the Town's website, but you **must include the TOKEN number on this enclosed survey** so that we have no duplications. You have now completed the survey and need not mail anything back.

If you choose to fill out the survey by hand, please return the survey to Town Hall, 202 N Hwy 89 by **November 30th, 2012**. You may use the

- self-addressed enclosed envelope,
- OR drop boxes located at any of the following locations:**
- 202 N Hwy 89
 - Utilities Department – 1982 Voss Drive
 - Library – 1020 W Palomino Road
 - Chino Valley Senior Center – 1021 W Butterfield

If you should have any questions, please call 928-636-2646, extension 1203. Thank you for your time and feedback.

Sincerely,

Chris Marley
Mayor

2012 CITIZEN SURVEY

QUESTION 1: Your Use of Town Services

How many times have you interacted with the following departments or utilized their programs or services in a typical year?

Library	0	1	2	3	4	5+
Recreation / Trails	0	1	2	3	4	5+
Pool / Aquatics Center/Ball fields / Soccer	0	1	2	3	4	5+
Senior Center	0	1	2	3	4	5+
Police Department	0	1	2	3	4	5+
Code Enforcement	0	1	2	3	4	5+
Permitting (Building, Inspections)	0	1	2	3	4	5+
Animal Control	0	1	2	3	4	5+
Municipal Court	0	1	2	3	4	5+
Public Works (Roads, Utilities)	0	1	2	3	4	5+
Town General Administration	0	1	2	3	4	5+
Transit System	0	1	2	3	4	5+

QUESTION 2: Prioritize your perception of the value of the Town's departments

The Town has limited funding and is interested in knowing what services are **IMPORTANT** to you. Below we have listed the Town's departments, and ask you to prioritize these departments. Each department is listed with their percentage of the General Fund budget:

Please rank these departments 1-11 in the left-hand column, with 1 being considered the department you consider to be the most important to your concept of the Town of Chino Valley and 12 being considered the least important to you.

RANKING 1-11 1= Most Important 11= Least Important	DEPARTMENT	% of Department's Expenses to Total General Fund
	General Government: Includes Town Manager, Town Clerk, Human Resources, Prosecutor's Office, Geographic Information Systems, Computer Information Systems, Access 13TV, Web, Mayor and Council, Finance, Non-departmental expenses and debt service, Risk Management, Legal Services	26%
	Municipal Court: Includes Civil Matters, Code Enforcement Hearings, Speeding Tickets	4 %
	Public Safety: Includes Sworn Police Officers, fee for County Dispatch Services, Animal Control and Code Enforcement	30 %
	Facilities and Fleet Maintenance: Includes maintenance of all Town buildings, equipment and police vehicles.	9 %
	Development Services: Includes Building Permitting, Planning, Building Inspections, Re-zones, etc.	4 %
	Recreation: Includes programs such as softball and basketball leagues, Children's programs, classes held at the Activity Center and partnership with Town events.	1 %
	Library: Includes books, videos, access to public computers, Children's Library and Children's programs.	3 %
	Parks Maintenance: Includes maintenance of the Town's Park system, which includes 5 parks, and exterior of all Town-owned facilities	5 %
	Aquatic Center: Chino Valley pool, open from mid-May to Labor Day weekend	4 %
	Senior Services: Includes Chino Valley Senior Center and activities at the Senior Center and the administration of the Meals on Wheels program	3 %
	Public Works: Includes Roads, Flood Control work, street maintenance, public projects, engineering services	11 %

QUESTION 3: Generation of Alternative Revenue Sources

The Town has cut 29% of its operating budget over the last four years, as well as reduced staff by 32%. Although the Town is continuously looking at ways of reducing costs, there is a need to increase revenues in order to fund current service levels.

Please prioritize which alternative funding sources the Town should consider. Use 1 as being your first choice for alternative revenue source and 4 being your last choice for alternative revenue source:

	TYPE 1 = first choice, 4 = last choice	Ranking (1,2,3,4)
A	Increase Town Sales Tax by ½ %; this would generate approximately \$575,000 in annual revenues	
B	Initiate a Property Tax. This cannot be enacted without a vote of the registered voters. If the Town were to tax at a .775 rate, it would cost a property owner approximately \$77.50 per \$100,000 of assessed value. This would generate approximately \$575,000 in annual revenues.	
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D	Fund Economic Development efforts through the sale of Bonds to expand the Town's infrastructure (water, sewer, and road improvements) along Highway 89 and Old Home Manor. This will not provide immediate relief to the General Fund, but rather serves as a proposed long-term solution. The sale of Municipal Bonds provides capital for infrastructure improvements but increases the Town's debt accordingly.	

Perhaps there are other alternatives for revenue sources or revenue generation. If you would like to provide comments to the Town Council about Alternative Revenue Sources, please send them via e-mail to:

cvsurvey@chinoaz.net

See next page

QUESTION 4: Use of Alternative Revenue Sources

Some Town services can be removed from the General Fund and funded separately through the use of alternative revenue sources (such as sales taxes or property taxes). Please indicate how you would rate funding any of the following programs using an alternative revenue source as a funding mechanism.

I would use the alternative revenue source to fund items in this order:

Service / Program 1 = 1 st choice, 4 = 4th choice	Ranking
Public Safety – Includes Sworn Officers, Dispatch Services, Animal Control and Code Enforcement	
Community Services – Includes Library, Senior Services, Aquatics, Recreation, Parks Maintenance	
Extension of Utilities This will reduce connection fees, protect the aquifer, and create economic development opportunities and jobs.	
Council Discretion – Allow the Town Council to apply the funds to departments or programs as they deem necessary through the budget process.	

QUESTION 5: Sale of General Revenue Bonds

For Chino Valley's future financial health, please indicate if you would support the sale of general revenue bonds to fund either of the following economic development projects:

Would I support the following projects for bonding:	Yes	No
Highway 89 sewer / water expansion to select areas on Highway 89 to encourage commercial development.		
Old Home Manor Industrial Park on approximately 200 acres of the 800+ acre Old Home Manor site.		

Thank you for your time in filling out the survey!

Dear Registered Voter:

The Town of Chino Valley faces significant financial challenges in the years ahead. The Town does not assess a Property Tax and therefore does not have a recognized, predictable stream of income. Property taxes assessed on Town residents are assessed by Yavapai County, local schools districts, Yavapai County Fire District, Yavapai Community College District, and other special districts that are separate from local Town government. An initial primary property tax **may not** be assessed unless a majority of the Town's qualified electors voting at an election authorize the Town to impose the tax.

A significant portion of the Town's revenue comes from the State in the form of state-shared revenues. State shared revenues include income tax, sales tax, and vehicle license tax and Highway User Revenue funds that are distributed based on our community's population. The Town's current population from the 2010 census is 10,817, which was an 12% **decrease** in our population from the previous mid-decade's census. This decline in population has resulted in a significant decrease in funding from the state.

The cut in the State's revenue to the Town was exacerbated by the national economy and its effect on local sales tax. The Town has taken significant measures over the last four years to reduce expenses, including:

- A reduction in staff from a high of 125 employees to our current 85;
- All employees except sworn police officers have taken a 10% pay cut which has been in effect for 4 years, with no merit or cost of living increases;
- Hours at most Town Hall buildings have been reduced to 4-day workweeks to reduce utility and other costs;
- Operating budgets have decreased by an average of 29%;

As we prepare to meet the challenges ahead, we would like to hear from our citizens regarding services which you think are important to you, and offer you the opportunity to provide feedback to your elected officials regarding the Town's finances.

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 - Library – 1020 W Palomino Road
 - Chino Valley Senior Center – 1021 W Butterfield

If you should have any questions, please call 928-636-2646, extension 1203. Thank you for your time and feedback.

Sincerely,hris
Mayor

Marley

Draft 4

2012 CITIZEN SURVEY

QUESTION 1: Your Use of Town Services

How many times have you used the following departments or utilized their programs or services in a typical year?

Library	0	1	2	3	4	5+
Recreation / Trails	0	1	2	3	4	5+
Pool / Aquatics Center/Ball fields / Soccer	0	1	2	3	4	5+
Senior Center	0	1	2	3	4	5+
Police Department	0	1	2	3	4	5+
Code Enforcement	0	1	2	3	4	5+
Permitting (Building, Inspections)	0	1	2	3	4	5+
Animal Control	0	1	2	3	4	5+
Municipal Court	0	1	2	3	4	5+
Public Works (Roads, Utilities)	0	1	2	3	4	5+
Town General Administration	0	1	2	3	4	5+
Transit System	0	1	2	3	4	5+

QUESTION 2: Prioritize your perception of the value of the Town's departments

The Town has limited funding and is interested in knowing what services are **IMPORTANT** to you. Below we have listed the Town's departments, and ask you to prioritize these departments. Each department is listed with their percentage of the General Fund budget:

Draft 4

62 Please rank these departments 1-12 in the left-hand column, with 1 being considered the department you consider to be
 63 the most important to your concept of the Town of Chino Valley and 12 being considered the least important to you.

RANKING 1-11 1= Most Important 11= Least Important	DEPARTMENT	% of Department's Expenses to Total General Fund
	General Government: Includes Town Manager, Town Clerk, Human Resources, Prosecutor's Office, Geographic Information Systems, Computer Information Systems, Access 13TV, Web, Mayor and Council, Finance, Non-departmental expenses and debt service, Risk Management, Legal Services	26%
	Municipal Court - Includes Civil Matters, Code Enforcement Hearings, Speeding Tickets	4 %
	Public Safety: Includes Sworn Police Officers, fee for County Dispatch Services, Animal Control and Code Enforcement	30 %
	Facilities and Fleet Maintenance: Includes maintenance of all Town buildings, equipment and police vehicles.	9 %
	Development Services: Includes Building Permitting, Planning, Building Inspections, Re-zones, etc.	4 %
	Recreation: Includes programs such as softball and basketball leagues, Children's programs, classes held at the Activity Center and partnership with Town events.	1 %
	Library: Includes books, videos, access to public computers, Children's Library and Children's programs.	3 %
	Parks Maintenance: Includes maintenance of the Town's Park system, which includes 5 parks, and exterior of all Town-owned facilities	5 %
	Aquatic Center: Chino Valley pool, open from mid-May to Labor Day weekend	4 %
	Senior Services: Includes Chino Valley Senior Center and activities at the Senior Center and the administration of the Meals on Wheels program	3 %
	Public Works: includes Roads, Flood Control work, street maintenance, public projects, engineering services	11 %

64

Draft 4

QUESTION 3: Generation of Alternative Revenue Sources

The Town has cut 29% of its operating budget over the last four years, as well as reduced staff by 32%. Although the Town is continuously looking at ways of reducing costs, there is a need to increase revenues in order to fund current service levels and to balance our budget as is required by State law.

Please prioritize which alternative funding sources the Town should consider. Use 1 as being your first choice for alternative revenue source and 3 being your last choice for alternative revenue source:

	TYPE 1 = first choice, 3 = last choice	Ranking (1,2,3)
A	Increase Town Sales Tax by ½ %; this would generate approximately \$575,000 in annual revenues	
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C	Combination of Sales Tax and Primary Property Tax. Increase Sales Tax by ¼% and impose a property tax at a rate of .3875, which would equate to approximately \$38.75 per \$100,000 of assessed value. The combination of these two mechanisms would generate approximately \$575,000 in annual revenues.	
XXX	Please provide us with your idea(s) or suggestions for an alternative revenue source: _____ _____ _____ _____	

See next page

Draft 4

QUESTION 4: Use of Alternative Revenue Sources

Some Town services can be removed from the General Fund and funded separately through the use of alternative revenue sources (such as sales taxes or property taxes). If the Town were to increase revenues by methods described above (Sales Tax, Primary Property Tax, combination of Sales Tax and Primary Property Tax) and had the opportunity to dedicate those funds for a specific use, how would you rank how the Town should use the funds.

I would use the alternative revenue source to fund items in this order:

Service / Program 1 = 1 st choice, 3 = 3 rd choice	Ranking
Council Discretion – Allow the Town Council to apply the funds to departments or programs as they deem necessary through the budget process.	
Public Safety – Includes Sworn Officers, Dispatch Services, Animal Control and Code Enforcement	
Community Services – Includes Library, Senior Services, Aquatics, Recreation, Parks Maintenance	

QUESTION 5: Sale of General Revenue Bonds

For Chino Valley's future financial health, please indicate if you would support the sale of general revenue bonds to fund either of the following economic development projects:

Would I support the following projects for bonding:	Yes	No
Highway 89 sewer / water expansion to select areas on Highway 89 to encourage commercial development.		
Old Home Manor Industrial Park on approximately 200 acres of the 800+ acre Old Home Manor site.		



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

Item No. **8. a.**

Meeting Date: 10/23/2012

Contact Person/Dept: Liz Hart

**Estimated length
of staff presentation:** None

AGENDA ITEM TITLE:

“Council may vote to hold an executive session pursuant to Arizona Revised Statutes § 38-431.01(A)(3), discussion or consultation for legal advice with the attorney or attorneys of the public body, and/or § 38-431.01(A)(4), discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding a pre-annexation development agreement that is the subject of pending litigation, *Cortez Enterprises v. Town of Chino Valley*, CV 2006-1407, Yavapai County Superior Court, including but not limited to the Oct 10, 2012 mediation. (Mark Drutz, Town Attorney)”