



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY, DECEMBER 12, 2017
6:00 P.M.**

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

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**
- 2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
- 3. CALL TO THE PUBLIC**

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

- 4. RESPONSE TO THE PUBLIC**

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

- 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. Status reports by Mayor and Council regarding current events.
- b. Status report by Town Manager Cecilia Grittmann and/or Town staff members regarding Town accomplishments, and current or upcoming projects.
- c. Recognition of Acting Town Engineer Richard Straub. (Mayor & Council)
- d. Recognition of Mike Best for his service as Vice-Mayor in 2017, and acknowledge Lon Turner who will serve as Vice-Mayor in 2018. (Mayor Croft)
- e. The meeting will recess briefly for a holiday reception and meet and greet in recognition of Acting Town Engineer Richard Straub, 2017 Vice-Mayor Mike Best, and 2018 Vice-Mayor Lon Turner. (Mayor 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.

- a. Consideration and possible action to approve Consent to Assignment of the Agreement for Professional Services, dated October 24, 2017, by and between Mark Holmes and the Town of Chino Valley, to Mark Holmes, LLC. (Laura Kyriakakis, Human Resources Director)
- b. Consideration and possible action to approve:
 - (1) Purchase Order Contract with Arizona Office technologies (AOT) and a Managed Print Services Agreement with AOT for a 60-month term; and
 - (2) Image Management Agreement with Wells Fargo Financial Leasing, Inc. to lease the equipment provided and maintained by AOT for a 60-month term. (Spencer Guest, IT Manager)
- c. Consideration and possible action to approve Change Order No. 2 to the Agreement for Professional Consulting Services between the Town of Chino Valley and Sanks and Associates, LLC, to allow for additional compensation/travel cost, to increase the Scope of Service and extend the contract term to June 30, 2019. (Laura Kyriakakis, Human Resources Director)
- d. Consideration and possible action to accept the November 14, 2017 regular meeting minutes. (Jami Lewis, Town Clerk)

7. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a. Consideration and possible action to approve Ordinance No. 17-842, approving a change of zoning for approximately 8.33 acres of real property generally located 1/4 mile south of the southeast corner of West Road 1 North and North Road 1 West at 295 North Road 1 West, also identified as Assessor's Parcel No. 306-23-045W, from CL/AR-5 (Commercial Light/ Agricultural Residential-5 Acre Minimum) to SR-1 (Single Family Residential-1.0 Acre Minimum) zoning district (Owner/Applicant Donald Roskopf). (Alex Lerma, Associate Planner)

Recommended Action: Approve Ordinance No. 17-842, approving a change of zoning for approximately 8.33 acres of real property generally located at 295 N Road 1 West, from CL/AR-5 to SR-1 zoning district.

- b. Consideration and possible action to accept the Comprehensive Annual Financial Report and the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2017, as prepared by Henry & Horne, LLP, Certified Public Accountants. (Joe Duffy, Finance Director)

Recommended Action: Accept the Comprehensive Annual Audited Financial Report and the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2017, as prepared by Henry & Horne, LLP, Certified Public Accountants.

8. EXECUTIVE SESSION

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

9. ACTION ITEMS RESUMED

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

10. ADJOURNMENT

Dated this 7th day of December, 2017.

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

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting.

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

CERTIFICATION OF POSTING

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

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



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

5.d.

Meeting Date: 12/12/2017
Contact Person: Jami Lewis, Town Clerk
 Phone: 928-636-2646 x-1208
Department: Council
Estimated length of Staff Presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Recognition of Mike Best for his service as Vice-Mayor in 2017, and acknowledge Lon Turner who will serve as Vice-Mayor in 2018. (Mayor Croft)

SITUATION & ANALYSIS:

N/A

Attachments

Mayor's Recognition Award

Mayor's Recognition and Appreciation Award

Presented to

VICE MAYOR MIKE BEST

*** * December 12, 2017 * ***

Whereas, the Town of Chino Valley is proud to recognize and express sincere appreciation to outgoing Vice Mayor Mike Best for his service to the Community as Vice Mayor of the Town from December 2016 through today.

Mike Best was elected to serve as a Chino Valley Town Council member in June, 2011 and served in that capacity until his December 2016 appointment as Vice Mayor of the Town.

Since being elected, Mike has served on or chaired several Council subcommittees, as well as being appointed as the Town's representative or alternate to the Central Yavapai Metropolitan Planning Organization, Chamber of Commerce, Chino Valley Fire District, and League Resolutions Committee.

As Council member and Vice Mayor, Mike Best has demonstrated an unwavering commitment to the residents of the Town of Chino Valley and has faced every challenge without a personal agenda, always considering the best for the community as a whole, and with a most positive 'can-do' attitude.

On behalf of all of the citizens of Chino Valley, Arizona, I, Darryl Croft, Mayor of the Town of Chino Valley, Arizona, do hereby express, by this award, deep gratitude and recognize Vice Mayor Best's dedication and service to the Town. We look forward to continuing to work with Mike through the fulfillment of his term as Council member.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 12th day of December, 2017.

Darryl L. Croft, Mayor

ATTEST: *Jami C. Lewis, Town Clerk*



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.a.

Meeting Date: 12/12/2017
Contact Person: Laura Kyriakakis, Human Resources Director
 Phone: 928-636-2646 x-1204
Department: Human Resources
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Consent to Assignment of the Agreement for Professional Services, dated October 24, 2017, entered into by and between Mark Holmes and the Town of Chino Valley, to Mark Holmes LLC, an Arizona limited liability company.

RECOMMENDED ACTION:

Motion to approve Consent to Assignment of the Agreement for Professional Services, dated October 24, 2017, by and between Mark Holmes and the Town of Chino Valley, to Mark Holmes, LLC.

SITUATION AND ANALYSIS:

Issue Statement

At the Consultant's request, staff is requesting that the existing Professional Consulting Agreement by and between Mark Holmes (Individual) and the Town of Chino Valley, dated October 24, 2017, be assigned to Mark Holmes, LLC. Per Section 9, of the Professional Services Agreement, the Consultant shall not assign any interest in an existing agreement without prior consent of the Town. Mark Holmes, LLC has also provided a copy of their Certificate of Liability Insurance, naming the Town of Chino Valley as Additional Insured.

Fiscal Impact

Fiscal Impact?: none

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Holmes Consent to Assignment

Holmes Articles of Organization and COI

CONSENT TO ASSIGNMENT

The Town of Chino Valley, Arizona, hereby consents to assignment of the Agreement for Professional Services, dated October 24, 2017, entered into by and between Mark Holmes (“Assignor”), and the Town of Chino Valley, Arizona, a municipal corporation (“Town”), hereafter referred to as the “Agreement” in consideration of the following:

Mark Holmes LLC, an Arizona limited liability company (“Assignee”), intending to be legally bound hereby, does agree and warrant as follows:

1. Assignee has read, accepts and agrees to be bound by the Agreement;
2. Assignee hereby assumes all obligations, liabilities and responsibility under the Agreement for the acts and omissions of Assignor known and unknown, for all purposes, including renewal, and agrees that the transfer of control of the Agreement from Assignor to Assignee shall not permit Assignee to take any position or exercise any right which Assignor could not have exercised.
3. Assignee shall provide to the Town a valid certificate of insurance, and any bonds, licenses, W-9 form or other requirements of the Agreement within ten (10) days after the execution of this Consent.
4. All Notices to Assignee for purposes of the Agreement shall be sent to:

MARK HOLMES LLC
531 West Valleri Ann Road
Paulden, AZ 86334
Attn: Mark Holmes, Member/Manager
5. This Consent shall be effective on December 12, 2017 or upon receipt of the items specified in Paragraph 3, whichever occurs last.

ASSIGNEE:

TOWN OF CHINO VALLEY, ARIZONA

By: Mark Holmes, Member/Manager

Darryl Croft, Mayor

Attest:

Jami Lewis, Town Clerk

Approved as to form:

Phyllis Smiley, Town Attorney
Gust Rosenfeld, PLC

FILED: 10/25/2017 7:23:05 AM AZ
CORP. COMMISSION
FILE #: L22295804

DOCUMENT # 06113544

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

ARTICLES OF ORGANIZATION

1. **ENTITY TYPE:** LIMITED LIABILITY COMPANY

2. **ENTITY NAME:** MARK HOLMES LLC

3. **FILE NUMBER:** L22295804

4. **STATUTORY AGENT NAME AND ADDRESS:**

Street Address:

Mailing Address:

MARK HOLMES

531 WEST VALLERI ANN ROAD

PAULDEN, AZ 86334

5. **ARIZONA KNOWN PLACE OF BUSINESS ADDRESS:**

531 WEST VALLERI ANN ROAD

PAULDEN, AZ 86334

6. **DURATION:** Perpetual

7. **MANAGEMENT STRUCTURE:** Manager-Managed

The names and addresses of all Managers are:

1 **MARK HOLMES**

531 WEST VALLERI ANN ROAD

PAULDEN, AZ 86334

SIGNATURE: Mark Holmes

10/25/2017

ARIZONA CORPORATION COMMISSION CORPORATIONS DIVISION

WEBSITE ENTITY DETAIL • <http://ecorp.azcc.gov/>

Corporate Inquiry				
File Number L22295804		Corporation Name MARK HOLMES LLC		
Domestic Address				
531 WEST VALLERI ANN ROAD PAULDEN, AZ 86334				
Statutory Agent Information				
Agent Name: MARK HOLMES Agent Mailing/Physical Address: 531 WEST VALLERI ANN ROAD PAULDEN, AZ 86334 Agent Status: APPOINTED 10/25/2017 Agent Last Updated: 10/26/2017				
Additional Entity Information				
Entity Type: DOMESTIC L.L.C.		Business Type:		
Incorporation Date: 10/25/2017		Corporation Life Period: PERPETUAL		
Domicile: ARIZONA		County: YAVAPAI		
Approval Date: 10/26/2017		Original Publish Date:		
Manager/Member Information				
Name	Title	Address	Date Taking Office	Last Updated
MARK HOLMES	MANAGER	531 WEST VALLERI ANN ROAD PAULDEN, AZ 86334	10/25/2017	10/26/2017
Scanned Documents				
Document Number	Description	Date Received		
06113544	ARTICLES OF ORGANIZATION	10/25/2017		



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 10/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
 Brown & Brown - Prescott
 1055 W Iron Springs Rd
 Prescott AZ 86305

CONTACT NAME: Sabrina Switzer
PHONE (A/C No, Ext): 928-445-3540 **FAX (A/C No):** 928-778-7133
E-MAIL ADDRESS: sswitzer@bbprescott.com

INSURED
 Mark Holmes LLC
 531 W Valleri Ann Rd
 Paulden AZ 86334

INSURER(S) AFFORDING COVERAGE
INSURER A: Twin City Fire Insurance Co **NAIC #** 29459
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER: 1310103167

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	N	59SBMBA4637	10/30/2017	10/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	N	59SBMBA4637	10/30/2017	10/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y	N	59SBMBA4637	10/30/2017	10/30/2018	Per Claim 1,000,000 Aggregate 1,000,000 Deductible 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is named Additional Insured per form CG 20 26 04 13.
 Waiver of Subrogation per form CG 20 26 04 13.

CERTIFICATE HOLDER

Town of Chino Valley
 202 North State Route 89
 Chino Valley AZ 86323

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE**Name Of Additional Insured Person(s) Or Organization(s):**Town of Chino Valley
202 North State Route 89
Chino Valley, AZ 86323

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Town of Chino Valley 202 North State Route 89 Chino Valley, Arizona 86323
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.b.

Meeting Date: 12/12/2017
Contact Person: Spencer Guest, IT Specialist
 Phone: 928-636-2646 x-1215
Department: General Services
Item Type: Consent
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve:

- (1) Purchase Order Contract with Arizona Office Technologies (AOT) and a Managed Print Services Agreement with AOT for a 60-month term; and
- (2) Image Management Agreement with Wells Fargo Financial Leasing, Inc. to lease the equipment provided and maintained by AOT for a 60-month term.

RECOMMENDED ACTION:

Move to approve:

- (1) Purchase Order Contract with Arizona Office technologies (AOT) and a Managed Print Services Agreement with AOT for a 60-month term; and
- (2) Image Management Agreement with Wells Fargo Financial Leasing, Inc. to lease the equipment provided and maintained by AOT for a 60-month term.

SITUATION AND ANALYSIS:

Issue Statement

The Town's current copier lease and managed print services agreements are expiring requiring staff to review a few options as listed below:

1. The return of leased copier/printer equipment, termination of current agreements and selection of another provider
2. Buyout of current equipment and renewal of an ongoing service agreement.
3. Renegotiate new subsequent agreements for leased copier/printer equipment and managed print services with the Arizona Office Technologies (AOT).

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

For the past 5 years the Town has been using Arizona Office Technologies (AOT) for its managed print services (MPS) to maintain our fleet of copiers and printers. In comparison to previous service providers AOT has provided a good mix of equipment (Xerox) and service provision. The current MPS agreement and Leased copier/printer agreement are about to expire so it is necessary to take appropriate action to ensure continued services.

As noted the Town has reviewed a few options as listed below:

1. The return of leased copier/printer equipment, termination of current agreements and selection of another provider
2. Buyout of current equipment and renewal of an ongoing service agreement.
3. Renegotiate new subsequent agreements for leased copier/printer equipment and managed print services with the Arizona Office Technologies (AOT).

Option 1 was reviewed but not recommended as the Town staff has shown an overall favorable review of the Xerox equipment and services provided by AOT. This option has the potential of causing a service lapse to switch to a new provider and may require the change to different copiers and printers that are unfavorable.

Options 2 was reviewed by staff, but found not to be cost-effective due to the high buyout costs associated with the current Xerox equipment (see attachment Chino Valley Wells Fargo Lease Equipment Customer Buyout), the age of the equipment (5 yrs) and how quickly copiers and printers become obsolete.

To evaluate option 3, Staff requested AOT prepare a proposal summarizing new copier/printer replacements with lease rates and MPS rates for our review (See attachment Chino Valley AOT Copier & MPS Proposal). AOT was able to leverage a new Arizona State Contract pricing model to enhance the equipment and service cost savings to the Town (See attachment ADSP013-050379). This option was selected and is recommended by staff based on the costs savings and continued service provision.

Staff has provided below a monthly cost analysis and comparison between the current and new agreement to highlight the cost savings and enhanced features that will be provided by the new AOT equipment during the subsequent purposed agreement.

Total Monthly Lease & Service Costs	
Old Agreement	New Proposed Agreement
\$2,727.78/Month	\$1,521.23/Month

Current and New Leased Copier Equipment Comparisons

	Current Equipment	New Proposed Equipment
Town Hall Main Copier	Xerox Workcentre 9301 (Color Cube)	Xerox C70
New and Enhanced Features:		

1.	Higher Volume Print Engine
2.	Faster Print Speed
3.	Better print quality capabilities
4.	Four paper drawers instead of three
5.	Designed to handle heavier paper stock
6.	Wider range of paper sizes
7.	Single pass dual sided Automatic document feeding (faster)
Current Average Monthly Volume:	176,327

Dev. Services/Cust. Services Copier	Current Equipment	New Proposed Equipment
	Xerox WorkCentre 5335	Xerox AltaLink C8035
New and Enhanced Features:		
1.	Designed to handle a larger print load	
2.	Addition of Color printing capabilities	
3.	Larger paper capacity	
4.	Greater range of print sizes (smaller min paper and larger max paper)	
5.	Single pass 2-sided scanning improving scan performance	
Current Average Monthly Volume:	5,231	

Public Works Copier	Current Equipment	New Proposed Equipment
	Xerox WorkCentre 7120	Xerox AltaLink C8030
New and Enhanced Features:		
1.	Designed to handle a larger print load	
2.	Greater Copy and Print Speeds	
3.	Larger paper capacity	
4.	Greater range of print sizes (smaller min paper and larger max paper)	
5.	Single pass 2-sided scanning improving scan performance	
Current Average Monthly Volume:	4,180	

Police Copier	Current Equipment	New Proposed Equipment
	Xerox WorkCentre 5335	Xerox AltaLink C8035
New and Enhanced Features:		
1.	Designed to handle a larger print load	
2.	Addition of Color printing capabilities	
3.	Larger paper capacity	
4.	Greater range of print sizes (smaller min paper and larger max paper)	
5.	Single pass 2-sided scanning improving scan performance	
Current Average Monthly Volume:	3,748	

Below is a table showing a comparison of these cost savings between the Old and New Agreement. As noted, renegotiations on pricing for the Arizona State Contract (see attachment ADSP013-050379) has resulted in much lower print costs and thus lower maintenance costs on the copiers and printers.

Copier Cost Per Print Comparison

Print Type	Old Agreement		New Proposed Agreement	
	Free Prints/ Mo.	Overage Rate	Free Prints/ Mo.	Overage Rate
Black and White Prints	12,000	\$0.01/page	Unlimited	None
Color Prints	1,000	\$0.10/page	6,224	\$0.05/page

Printer Cost Per Print Comparison

Print Type	Old Agreement		New Proposed Agreement	
	Free Prints/ Mo.	Overage Rate	Free Prints/ Mo.	Overage Rate
Black and White Prints	3,500	\$0.03/page	10,000	\$0.018/page
Color Prints	0	\$0.18/page	2,400	\$0.18/page

The agreement additionally includes the purchase of three new small multifunction printers to replace some older printers that were leased on the previous agreement. These three Xerox VersaLink B405 units will be a cash purchase of \$2,814 from the Management Information Systems (MIS) budget rather than a lease as the dollar value is low and doesn't warrant the added overhead and staff management included with leasing. Additionally AOT has included the added value of replacing 6 of our current printers to bring the Town's printer fleet in compliance with their managed print services maintenance requirements at no additional cost to the Town.

Based on a favorable review by staff of the provided proposal, AOT drafted new contract documents for our acceptance and approval.

- New recommended leased copier/printer agreement and associated service rates (See attachments Town of Chino Valley New Wells Fargo Lease Agreement & Town of Chino Valley New Wells Fargo Lease Equipment Schedule)
- New managed print services agreement to service our existing printer fleet and provide 6 complementary replacement printers (See attachments Town of Chino Valley New AOT MPS Agreement & Town of Chino Valley New AOT MPS Schedule A)

The contract and pricing with AOT is based upon AOT's contract with the State of Arizona, which was competitively bid. The Town Manager has determined that a competitive bidding process by the Town is unlikely to result in a better price and, therefore, the Town will treat this as a cooperative purchase with the State.

Findings of Fact

- Equipment return and agreement termination is not recommended due to potential disruption in Town services and the risk of a provider using different copiers and printers that are unfavorable.
- Staff review of lease termination requirements of our previous lease agreement have

indicated it is more cost effective to replace the current copiers with a new rather than buying out our current equipment and continuing with our current service agreement (See attachment Chino Valley Wells Fargo Lease Equipment Customer Buyout)

- Lease of new equipment and new MPS agreement negotiations offers good mix of benefits in Xerox equipment features, service provision and cost reduction.
- The State of Arizona has completed a formal bidding process for the same items and services and, in the opinion of the Town Manager, a separate bidding process is not likely to result in a lower price for the items or services.

Other Pertinent Documents Available Upon Request:

State Contract ADSP013-050379-1 -

Go to [Agenda Center](#) on the Town website, click on Download for Dec 12, 2017 Council Meeting to view contract

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code: 01-47-5380

Available: 17000.00

Funding Source:

\$2814.00 from Management Information Systems for Multifunction printers & ongoing multi-departmental funding based on lease values and monthly usage costs.

Attachments

AOT State Bid PO Contract

AOT Copier & MPS Proposal

Wells Fargo Lease Equipment Customer Buyout

New Wells Fargo Lease Agreement

New Wells Fargo Lease Equipment Schedule

New AOT MPS Agreement

New AOT MPS Shedule A

PURCHASE ORDER CONTRACT
(State of Arizona Bid List)
Contract No. _____

This Purchase Order Contract is made and entered into by and between the Town of Chino Valley, Arizona, a municipal corporation, hereinafter designated as "Town" and Arizona Office Technologies, hereinafter designated as "Contractor."

RECITALS:

A. Contractor has contracted with the State of Arizona to provide Multifunction Devices, including Supplies and Maintenance services or supplies pursuant to State Contract No. ADSP013-00002672 (the "State Contract") and any amendments approved by the State; and

B. Pursuant to A.R.S. § 41-2631 *et seq.* and the Chino Valley Town Code § 32.08, Town has authority to utilize state cooperative purchasing contracts and engage contractors under the terms thereof.

CONTRACTOR AND TOWN, FOR THE CONSIDERATION HEREINAFTER SET FORTH, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Scope of Work. Contractor shall provide the items listed in the Purchase Order(s) submitted by Town in accordance with the State Contract # ADSP013-00002672 documents as set forth on the State Procurement website, <https://procure.az.gov> as may be amended from time to time, which are incorporated herein by reference.

2. Specific Requirements of Town. Contractor shall comply with all specific purchase and delivery requirements and/or options of Town, as specified in the Purchase Orders submitted to Contractor and the Equipment Sales Order, **Exhibit B** attached hereto and incorporated herein by reference.

3. Payment. Payment to the Contractor for the services or supplies provided shall be made in accordance with the price list and terms set forth in the State Contract.

4. Terms of State Contract Apply. All provisions of the State Contract documents, including any amendments, are incorporated in and shall apply to this Contract as though fully set forth herein.

5. Certificates of Insurance. All insurance provisions of the State Contract shall apply, including without limitation, the requirement to name all agencies eligible to use the State Contract as an additional insured. Prior to commencing work under this Contract, Contractor shall furnish Town with a copy of the current Certificates of Insurance required by the State Contract.

6. Term; Renewal. If funds for this Contract are not appropriated or budgeted by July 1 of each year that the Contract is in effect, Town may terminate this contract by giving written notice to Contractor. Otherwise, this Purchase Order Contract shall commence upon approval and continue through June 30, 2022. All Purchase Orders must be issued by Town prior to expiration or termination of the underlying State Contract. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term. In the event of a conflict between the provisions of this Paragraph 6 and any Equipment Purchase Order provided by Contractor, the terms of this Paragraph 6 shall apply and supersede the conflicting provision.

7. Non-Boycott of Israel. Vendor hereby certifies that it is not currently engaged in, and agrees that for the duration of this Agreement it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this _____ day of _____, 2017.

TOWN OF CHINO VALLEY:

CONTRACTOR:

Darryl Croft, Mayor

By: _____
Title: _____

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Phyllis Smiley, Town Attorney
Gust Rosenfeld, PLC

EXHIBIT A
CONTRACT OF STATE OF ARIZONA

Contract No. ADSP013-00002672 (35 pages)

Bid Documents, including Vendor's bid (incorporated by reference into the Contract) (____pages)

Addenda (____ pages)

Current Price Lists (____pages) [THESE SHOULD HAVE BEEN APPROVED BY AN
ADDENDUM]

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Specifications: DESCRIBE, OR WRITE “Per Purchase Order”

Schedule of performance: DESCRIBE, OR WRITE “Per Purchase Order”

Delivery location: DESCRIBE, OR WRITE “Per Purchase Order”

Notices: All notices to Town shall be sent to: Town Manager, 202 North State Route 89, Chino Valley, Arizona 86323

Attach: Certificate of Insurance



A Xerox Company



Assessment Recommendation
Prepared for:

Town of Chino Valley

Stuart Stomberg
Major Account Executive
Phone: 928-515-4916
E-mail: stuart.stomberg@aot-xerox.com

Count on us.™

About AOT



A Xerox Company

Arizona Office Technologies (AOT) is Arizona's largest and most respected consulting firm specializing in workflow optimization. Our business is uniquely positioned to help companies understand **true cost breakdown, asset deployment** and **usage patterns**. This will result in a tangible 360 Assessment Process that will work in partnership with your company's core values and initiatives.

We focus on document-driven companies and industries – from healthcare organizations, manufacturing companies and legal firms to school districts and financial service institutions – spanning all types and sizes. To bring comprehensive solutions to the market, we partner with world-class innovators and value-added suppliers.

- ✓ In the **Arizona** market, we host a state-of-the-art sales & diagnostic center to provide LIVE support and first call service resolution.
- ✓ As a wholly-owned subsidiary of Xerox, we extend our reach **globally** with the backing of a \$23 billion company.

Headquarters

4320 E Cotton Center Blvd
Suite 100
Phoenix, Arizona 85040
Main: 602.346.3000
Fax: 602.343.9805

Prescott

6737 Corsair Ave
Prescott, Arizona 86301
Main: 928.771.9598
Fax: 928.745.1222

Tucson

3501 E Speedway Blvd Ste.145
Tucson, AZ 85716
Main: 520-989-3200
Fax: 520.989.3246



Core Competency:

Office Technology
& Solution Provider

Years in Service:

30

Parent Company:

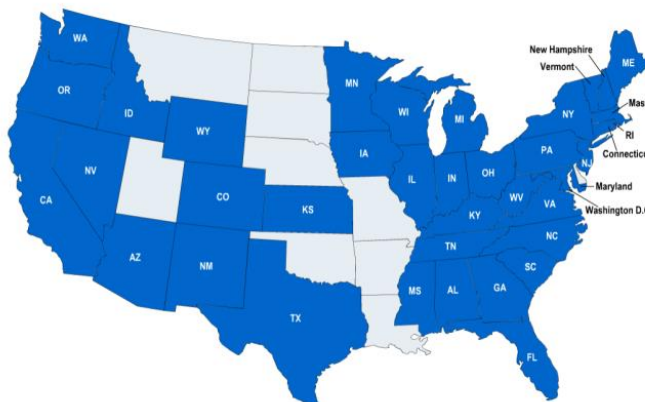
Global Imaging Systems, Xerox Corp

President:

Dan Brady

Headquarters:

4320 E Cotton Center Blvd
Phoenix, AZ 85040
42,000 square foot facility



Our Global Family Includes 36 Core Companies covering the highlighted states.

Visit www.aot-xerox.com to learn more about AOT technology and solutions

Xerox C70 Multi-Tasking Device

Scan/Copy/Print/Fax

70 ppm B&W & 70 ppm Color
110 Sheet Single Pass Document Feeder

Paper Drawers

- Tray 1 ,2,3 & 4 - 520 Sheet Per Drawer

Scanning

- USB,
- Network Scanning,
- Scan to PC
- Scan to Build Job
- to Home
- Desktop
- Mailbox
- FTP, sFTP,
- via NDS, via SMB,
- Thumbnail Preview,
- Searchable PDF
- 256 bit Hard Disk Encryption

Office Finisher

- Stacker Tray: 2,000 sheets
- Staple 50 sheets, front, rear, dual, four-position

Standard Features

- Secure Print
- Air-print
- Single Touch Scan
- User Authentication
- Data Overwrite
- [True Adobe Post Script Print Driver](#)
- [McAfee Anti-Virus Software-Cisco Security & Xerox Standard Security](#)
- [Remote Desktop Control](#)
- [Print Around](#)
- [Multi Tasking](#)
- [Air Print- For Apple Mobile Devices](#)
- [Earth Smart Print Driver](#)



Xerox VersaLink B405 Multi-Tasking Device

•Scan/Copy/Print/Fax

- 47ppm B&W
- 60 sheet Automatic Document Feeder

•Paper Handling

- Tray 1 - 550 Paper Tray up to 8.5 x 14
- 150 Sheet Bypass up to 8.5 x 14
- Output Tray holds 250 Sheets
- Convenience Stapler

•Scanning

- USB,
- Network Scanning,
- Scan to PC
- Scan to Build Job
- to Home
- Desktop
- Mailbox
- FTP, sFTP,
- via NDS, via SMB,
- Thumbnail Preview,
- Searchable PDF

•Hard Drive/Memory

- Minimum 250 GB
- 1 GHz Dual-core
- 2 GB Memory

•Standard Features

- Secure Print
- Single Touch Scan
- User Authentication
- Data Overwrite
- [True Adobe Post Script Print Driver](#)
- [McAfee Anti-Virus Software-Cisco Security & Xerox Standard Security](#)
- [Remote Desktop Control](#)
- [Print Around](#)
- [Multi Tasking](#)
- [Air Print- For Apple Mobile Devices](#)
- [Earth Smart Print Driver](#)



Xerox AltaLink C8030 Multi-Tasking Device

Scan/Copy/Print/Fax

30 ppm B&W & 30 ppm Color
110 Sheet Single Pass Document Feeder

Paper Drawers

- Tray 1 ,2,3 & 4 - 520 Sheet Per Drawer

Scanning

- USB,
- Network Scanning,
- Scan to PC
- Scan to Build Job
- to Home
- Desktop
- Mailbox
- FTP, sFTP,
- via NDS, via SMB,
- Thumbnail Preview,
- Searchable PDF
- 256 bit Hard Disk Encryption

Office Finisher

- Stacker Tray: 2,000 sheets
- Staple 50 sheets, front, rear, dual, four-position
- 2/3 Hole Punch

Standard Features

- Secure Print
- Air-print
- Single Touch Scan
- User Authentication
- Data Overwrite
- [True Adobe Post Script Print Driver](#)
- [McAfee Anti-Virus Software-Cisco Security & Xerox Standard Security](#)
- [Remote Desktop Control](#)
- [Print Around](#)
- [Multi Tasking](#)
- [Air Print- For Apple Mobile Devices](#)
- [Earth Smart Print Driver](#)



Xerox AltaLink C8035 Multi-Tasking Device

Scan/Copy/Print/Fax

35 ppm B&W and 35ppm Color
110 Sheet Single Pass Document Feeder

Paper Drawers

- Tray 1 ,2,3 & 4 - 520 Sheet Per Drawer

Scanning

- USB,
- Network Scanning,
- Scan to PC
- Scan to Build Job
- to Home
- Desktop
- Mailbox
- FTP, sFTP,
- via NDS, via SMB,
- Thumbnail Preview,
- Searchable PDF
- 256 bit Hard Disk Encryption

Office Finisher

- Stacker Tray: 2,000 sheets
- Staple 50 sheets, front, rear, dual, four-position

Standard Features

- Secure Print
- Air-print
- Single Touch Scan
- User Authentication
- Data Overwrite
- [True Adobe Post Script Print Driver](#)
- [McAfee Anti-Virus Software-Cisco Security & Xerox Standard Security](#)
- [Remote Desktop Control](#)
- [Print Around](#)
- [Multi Tasking](#)
- [Air Print- For Apple Mobile Devices](#)
- [Earth Smart Print Driver](#)



Pricing Page

A Xerox Company

Cost Breakdown:

- 1 - Xerox C70 w/Business Ready Finisher
- 2 - Xerox AltaLink C8035 w/Office Finisher
- 1 - Xerox AltaLink C8030 w/Office Finisher/Hole Punch
- 3 - Xerox VersaLink B405 (**Not leased, cash purchase**)
 - **Cash purchase cost for B405 - \$2,814**

**New Overall Lease & Service Cost Per Month
(60 Months) - \$1,521.23**

Current spend on lease & service - \$2,727.78

Monthly Savings - \$1,205.65

Includes:

- Delivery, installation, removal and training
- Link360 Automated Toner Monitoring & Meter reporting
- AOT's Customer Satisfaction "Common Sense" Guarantee

Service Cost:

- **Unlimited B&W Copies/Prints Per Month – No Overages**
- 6,224 Color Copies/Prints Per Month – Overages are metered Quarterly at \$0.05
- Includes
 - Toner, parts, service, maintenance, staples and supplies

Pricing Page

MPS Cost Breakdown:

- 6 Complimentary printers replace Samsung and Color Brothers
- Includes:
 - 5 - VersaLink C405s
 - 1 - VersaLink B405

Service Costs:

- 10,000 B&W prints per month, overages metered quarterly at \$.018
- 2,400 color prints per month, overages metered quarterly at \$.18
- Includes
 - Toner, parts, service, maintenance, staples and supplies

New Monthly Spend - \$648.00

Current Spend - \$1,091.50

“Common Sense” Total Satisfaction Program

• **“Common Sense” Total Satisfaction Guarantee**

- If the equipment you ordered under this agreement does not perform according to any of the guarantees listed below, AOT will, at your request, replace it with a machine of comparable performance and features at no additional cost. This guarantee will be effective for the term of your lease/rental or for 36 months or from date of installation on purchased equipment.
- *This guarantee applies only to equipment which has been continuously maintained by AOT under an AOT Full Service Agreement.*

• **“Common Sense” Total Satisfaction Guarantee**

- All Systems recommended exceed your current needs for volume capacity and meet or exceed all of your requested functionality.
- Fleet Equipment uptime of at least 95%. Uptime will be calculated on a quarterly basis. Equipment uptime percentage is calculated using the sum of normal business hours for each systems installed (9 hours per business day) minus all business hours lost due to downtime. Example: 100 Business Hours — 3 Hours downtime = 97% uptime
- 2 to 4 hour average service response time. For machines located beyond 30 miles of your AOT servicing office, the guarantee will be 4 to 8 hour average response time (minimum of 2 calls)
- Loaner equipment available for any unit that will be down more than 1 business day
- Authorized parts and supplies for all systems
- Excludes all units installed in a production or print for pay environment

• **“Common Sense” Performance Financial Guarantee**

- If AOT fails to perform as outlined above for any calendar quarter, AOT will refund the entire base service amount paid for that quarter. AOT must be notified in writing (email permitted) within (30) thirty days of the quarter in question. All meter readings must have been provided to AOT as requested and the account must be in good standing. Our guarantee applies to every machine you have under contract with AOT. The total base billing amount will be allocated to each individual machine in the instance of a combined base billing for multiple machines.

• **Customer Signature** **Date** **AOT Signature** **Date**



Headquarters

4320 E Cotton Center Blvd
Phoenix, AZ 85040
Main: 602-346-3000

Tucson

3501 E Speedway Blvd Ste.145
Tucson, AZ 85716
Main: 520-989-3200

Prescott

6737 Corsair Ave
Prescott, AZ 86301
Main: 928-350-3100

www.aot-xerox.com

CONFIDENTIAL



Account Detail

- [Overview](#)
- [Payment History](#)
- [Invoice History](#)
- [Payment Inquiry](#)
- [Buyouts and Trade Ups](#)
- [New Request](#)

Quote ID: 928982 - Customer Buyout - Quote Expires 9/21/2017

Business Name	Account Number	Serial Number	Quote Amount
TOWN OF CHINO VALLEY	603-0118995-002	XDC395108	\$3,666.15
TOWN OF CHINO VALLEY	603-0118995-003	AE9876918	\$3,441.21
TOWN OF CHINO VALLEY	603-0118995-004	VMA553691	\$704.63
TOWN OF CHINO VALLEY	603-0118995-005	VMA553693	\$704.63
TOWN OF CHINO VALLEY	603-0118995-006	AE9877111	\$3,441.21
TOWN OF CHINO VALLEY	603-0118995-007	XNE105865	\$8,421.39
TOWN OF CHINO VALLEY	603-0118995-008	VMA553690	\$585.44
TOWN OF CHINO VALLEY	603-0118995-009	LAN037997	\$7.72
Total Quote			\$20,972.38

1. In accordance with the terms of the customer's contract, the customer remains responsible for all unpaid personal property and use taxes that are billed to us after we receive the applicable payment amount referenced above and for all insurance charges that accrue through the date that we receive such payment.

- [About Wells Fargo |](#)
- [Careers |](#)
- [PRIVACY, Security & Legal |](#)
- [Report Email Fraud](#)
- [Equipment Listing |](#)
- [Wells Fargo & Company](#)

© 2017 Wells Fargo Bank, N.A. All rights reserved. All transactions are subject to credit approval. Some restrictions may apply. Wells Fargo Equipment Finance is the trade name for certain equipment leasing and finance businesses of Wells Fargo Bank, N.A. and its subsidiaries.

Customer Information :

Customer's Full Legal Name ("You" and "Your"):
Town of Chino Valley

Supplier Information:

Supplier Name ("Supplier"):
Arizona Office Technologies

Address: 202 N State Route 89		Address: 4320 E Cotton Center Blvd	
City/State/Zip Code: Chino Valley, AZ 86323		City/State/Zip Code: Phoenix, AZ 85040	
Telephone Number: 928-636-2646	Federal Tax ID#: 86-0256834	County: Yavapai County	

Equipment Information:

☒ See Attached Equipment Schedule

Equipment Location (if different than address shown above):

Quantity	Equipment Make, Model/Accessories	Serial Number	Starting Meter	"Service Only"
				☐
				☐

Term And Payment Information: Initial Term: 60 months

Payment*: \$1,521.23

(*plus applicable taxes)

Payment Period is "Monthly" unless otherwise noted here:

Security Deposit: \$0

Documentation/Processing Fee: \$75.00

Advance Payment: \$0.00

applied to:

☐ 1st Payment

☐ Last Payment

☐ 1st and Last Payments

Payment includes Unlimited

B&W copies per month

Overages billed Quarterly

at \$0

per B&W copy*

Payment includes 6,224

Color copies per month

Overages billed Quarterly

at \$.05

per Color copy*

Payment includes NA

B&W prints per month

Overages billed NA

at \$NA

per B&W print*

Payment includes NA

Color prints per month

Overages billed NA

at \$NA

per Color print*

You acknowledge and agree that this agreement (as amended from time to time, the "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 regarding such matters. This Agreement can be changed only by a 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.

1. EQUIPMENT RENTAL. You agree to rent 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. 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 by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

2. EQUIPMENT SERVICE; SUPPLIES; UNCONDITIONAL OBLIGATION. The Supplier has agreed to provide You with Equipment service during normal business hours and to provide You with all toner, developer and parts necessary for You to produce copies and prints, all of which are included in the Payment amount. 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 representation 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 Vendors based on Your own judgment; (iv) Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever (including, without limitation, any Equipment failure or any Vendor's failure to provide You with any Equipment service, parts or supplies), subject to Section 14; (v) We are not responsible for providing You with Equipment service, parts or supplies, or for any other obligations that the Supplier owes to You (even though We may, 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. With respect to any equipment designated as "Service Only", You acknowledge and agree that: (i) We do not own such equipment, (ii) such equipment is not provided or rented to You pursuant to the terms of this Agreement, (iii) the Supplier has agreed to provide service and supplies for such equipment in accordance with the terms of this Section 2, and (iv) the portion of the Payment attributable to such "service only" equipment includes payment only for the service and supplies provided by the Supplier pursuant to this Section 2 and not for the use or rental of such equipment.

3. PAYMENTS. 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 Payment prorated on a 30 day calendar month and will be added to Your first invoice. Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment, (ii) the applicable overage charges for each metered copy or print in excess of the applicable number of copies or prints included in the Payment, and (iii) applicable taxes and other charges provided for herein. You agree to pay the minimum Payment amount even if You do not make the applicable number of copies or prints in a given month. There are no "credits" that carry over from any Payment Period during which You make fewer than the applicable number of included copies or prints. You agree that We may increase the Payment and/or the applicable overage charges once each year during the Term, by an amount not to exceed 15% 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 copies and prints made and invoice You accordingly, and (ii) We will adjust the estimated charge for overages 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 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 after You have satisfied all of Your obligations hereunder. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or the maximum amount permitted by applicable law if less). You shall pay Us a returned check or non-sufficient funds charge of \$20.00 for any returned or dishonored check or draft.

4. TERM; AUTOMATIC RENEWAL. The term of this Agreement will begin on the date that it is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"), subject to Section 14. As used herein, "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 30 days before the end of the Term (the "Notice Period") that You intend to return the Equipment at the end of such Term, then: (a) this Agreement will automatically renew for an additional one-month period (a "Renewal Term") and (b) all terms of this Agreement will continue to apply.** If You do notify Us in writing within the Notice Period that You intend to return the Equipment at the end of the Term, then You shall return the Equipment pursuant to Section 12. **This Agreement is non-cancelable for the full Term, subject to Section 14.**

5. INDEMNIFICATION. To the extent permitted by applicable law, You shall indemnify and hold Us harmless from and against, 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,

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (identified above)	Wells Fargo Financial Leasing, Inc. ("We," "Us," "Our" and "Owner")
By: _____	By: _____
Date: ____ / ____ / ____	Date: ____ / ____ / ____
Print name: _____	Print name: _____
Title: _____	Title: _____
	Agreement Number: _____

installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Agreement. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

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. The parties hereto agree that this Agreement is, or shall be treated as, 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 UCC financing statements 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, which warranty rights We assign to You for the Term (provided You are not in default). 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 AND MAINTENANCE. 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 Payment and/or "overage" charges by a reasonable amount in order to account for any increased costs to the Supplier 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, 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 agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for performing one or more of Your governmental functions 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 to it. 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" (with a lender's loss payable endorsement if required by Owner or its Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. 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. With Our prior written consent, You may satisfy Your Property Insurance obligations under this Section 8 by means of a self-insurance program reasonably acceptable 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 (an "Assignee"), in which case the Assignee 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 Assignee 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, use 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"). Sales or use taxes due upfront will be payable over the Initial Term, with a finance charge. 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. You agree to pay Us a fee for Our administration of taxes related to the Equipment. 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 in the amount set forth on Page 1 (or as otherwise agreed to). You also agree to pay Us a fee for additional services We may provide to You at Your request during this Agreement. 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. If You so request and We permit the early termination (excluding a termination pursuant to an event of Non-Appropriation) of this Agreement, You acknowledge that there may be a cost or charge to You for such privilege. You agree that the fees and other amounts payable under this Agreement may include a profit to Us and/or the Supplier.

11. DEFAULT; REMEDIES. You will be in default hereunder if (1) You fail to pay any amount due hereunder within 15 days of the due date, (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee, (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee, (4) You file, or there is filed against You, a case or proceeding under any bankruptcy, insolvency or other similar laws, or (5) You suffer an adverse change in Your financial condition. If You default, We may do any or all of the following: (A) cancel this Agreement, (B) require You to promptly return the Equipment pursuant to Section 12, (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, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due, and (ii) all remaining Payments for the remainder of Your then-current fiscal period (such amounts specified in sub-clauses "i" through "ii" 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. 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 hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative 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, send the Equipment to any location(s) that We may designate and pay Us a handling 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). All terms of this Agreement, including Your obligation to make Payments and pay all other amounts due hereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Agreement. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting an appropriate removal standard that meets Your business needs and complies with applicable laws). 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 information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

13. APPLICABLE LAW; SEVERABILITY. This Agreement shall be deemed fully executed and performed in the State in which You are located. **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. GOVERNMENTAL PROVISIONS. You hereby represent, warrant and covenant to Us that: (a) You intend, subject only to this Section 14, to remit to Us all sums due and to become due under this Agreement for the full Term; (b) Your governing body has appropriated sufficient funds to pay all Payments and other amounts due during Your current fiscal period; (c) You reasonably believe that legally available funds in an amount sufficient to make all Payments for the full Term can be obtained; and (d) You intend to do all things lawfully within Your power to obtain and maintain funds from which Payments may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Your governing body fails to appropriate sufficient funds to pay all Payments and other amounts due and to become due hereunder in Your next fiscal period ("Non-Appropriation"), then (i) You shall promptly notify Us of such Non-Appropriation, (ii) this Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) You shall return the Equipment to Us pursuant to Section 12. Your obligations under this Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Your creation of indebtedness, nor shall anything contained herein constitute a pledge of Your general tax revenues, funds or monies. You further represent, warrant and covenant to Us that: (a) You have the power and authority under applicable law to enter into this Agreement and the transactions contemplated hereby and to perform all of Your obligations hereunder, (b) You have duly authorized the execution and delivery of this Agreement by appropriate official action of Your governing body and You have obtained such other authorizations, consents and/or approvals as are necessary to consummate this Agreement, (c) all legal and other requirements have been met, and procedures have occurred, to render this Agreement enforceable against You in accordance with its terms, and (d) You have complied with all public bidding requirements applicable to this Agreement and the transactions contemplated hereby.

15. MISCELLANEOUS. You shall furnish Us or an Assignee with current financial statements, current budgets and/or proof of appropriations for each ensuing fiscal period upon request by Us or an Assignee. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide Your credit application, information regarding Your account to credit reporting agencies, potential Assignees, Vendors and parties having an economic interest in this Agreement and/or the Equipment. 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; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Agreement and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted 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.

Lessee/Renter/Customer: *Town of Chino Valley* ("**Customer**")

[illegible]

Customer (identified above):	Wells Fargo Financial Leasing, Inc.	
By:	By:	Date: ____ / ____ / ____
Print name: Date: ____ / ____ / ____	Print name:	Title:
Title:	Agreement Number:	
	Master Agreement Number (if applicable):	



A Xerox Company

MANAGED PRINT SERVICES AGREEMENT

AOT - A Xerox Company

4320 E Cotton Center Blvd #100 Phoenix, AZ 85040 602-346-3000

3501 E Speedway Blvd #145 Tucson, AZ 85716 520-989-3200

3050 N. Navajo Dr Suite 107, Prescott Valley, AZ 86314 928-350-3100

BILL TO:Customer Name: Town Of Chino ValleyAddress: 202 N State Route 89City/State/Zip: Chino Valley, AZPhone: (928) 636-2646**EQUIPMENT LOCATION:**Customer Name: Town Of Chino ValleyAddress: 202 N State Route 89City/State/Zip: Chino Valley, AZPhone: (928) 636-2646**Effective Start Date:** _____ (mm/dd/yyyy) _____**Term Duration (check one):** _____ ☒ 36 months _____ 48 months _____ 60 months**Serviced Devices:**

Model	Serial Number	ID #	Start Meter
	See Schedule A		

For Additional Equipment Attach Schedule A:**Schedule A Attached:****Yes or No**
(circle one)**Pricing Includes**

NA	B&W Copies	NA	Monthly Payment	NA	Overage Rate
NA	Color Copies	NA	Monthly Payment	NA	Overage Rate
10,000	B&W Prints	180	Monthly Payment	0.01800	Overage Rate
2,400	Color Prints	432	Monthly Payment	0.18000	Overage Rate
NA	B&W Flat Fee Printers	NA	Monthly Payment		
NA	Color Flat Fee Printers	NA	Monthly Payment		

Meters are reconciled quarterly unless otherwise noted:**Notes:** _____**Link360 Application**

AOT is committed to provide exceptional customer support during the term of this MPS agreement. Obtaining accurate real time equipment information such as supply levels and meter readings is vital in providing this level of support. Installation of the Link360 Application will allow automated meter acquisition, resulting in improved billing integrity and proactive toner management, including automatic delivery. If Link 360 application is not installed customer will be required to obtain meter readings and provide them to AOT. Should meters not be provided as described in the terms of the Print Management Agreement, AOT reserves the right to estimate usage based on the average monthly volumes as stated on schedule "A".

Link 360 Application installed? Yes or No (circle one)

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages, including this face page.

Printed Name: _____

Title: _____

Signature: _____

Date: _____



**ARIZONA OFFICE
TECHNOLOGIES**

A Xerox Company

MANAGED PRINT SERVICES AGREEMENT

AOT - A Xerox Company

4320 E Cotton Center Blvd #100 Phoenix, AZ 85040 602-346-3000

3501 E Speedway Blvd #145 Tucson, AZ 85716 520-989-3200

6737 Corsair Ave Prescott, AZ 86301 928-350-3100

Managed Print Services Standard Terms and Conditions

General Scope of Coverage: In this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications); (b) use of options, accessories or products not provided by Company; (c) non-Company alterations, relocation, service or supplies; (d) loss or damage resulting from accidents, fire, water, or theft; (e) maintenance requested outside Company's normal business hours or this Agreement, (f) Thermal heads, process units, and fuser units for Facsimile Machines, (g) Thermal Heads and MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields. A charge for toner consumption exceeding 110% of manufacturer's suggested yields may be charged at our current retail price. All supplies will be OEM compatible unless otherwise noted in this agreement. Supplies will be shipped via UPS Ground. All shipping methods, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service, may be billed to the Customer. Special processing fees may be included for any method other than UPS Ground. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. Maintenance kits required within the first 30 days of the contract will be chargeable at a discounted rate off the current AOT published price. AOT reserves the right to replace the equipment rather than repair it, at no additional cost to the Customer, if it is determined by AOT service personnel that it is more cost effective. If equipment cannot be repaired in the field, AOT will provide a temporary loaner until the equipment is repaired and returned to the Customer site. In the event equipment cannot be repaired by AOT due to age, chronic failure, or parts availability, Customer has the option of purchasing new equipment, replacing the equipment permanently with "hot-swap" equipment (if part of the agreement), or rebalancing the fleet. Onsite hours are from 8:00am to 5:00pm Monday through Friday excluding AOT Holidays. The AOT ID# must be provided with each service/supply order.

Addition or Removal of Equipment: Customer is required to immediately notify AOT upon installation of any non-AOT provided equipment at Customer's site capable of using AOT supplied toner cartridges. Upon installation, we have the option to designate such equipment as being covered by this Agreement and considered the Equipment for all purposes under this contract. If customer purchases or currently owns a Xerox device not purchased from AOT, this product may be excluded from this contract, at our discretion.

TERM AND PAYMENT: Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term. Unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. You agree to pay Company the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (ie. black & white, color, scan) of Prints/Copies as identified on the face of this Agreement and will be billed in advance. In addition, You agree to pay the Overage Rate for each Print that exceeds the applicable number and type of Prints provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print is defined as standard 8.5"x11" copy (larger size copies may register two meter clicks). If any payment is not paid within 10 days of its due date, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the Base Charge and/or the Overage Rates on an annual basis, in an amount not to exceed 15%. Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

WARRANTY: You acknowledge that the Equipment covered by this Agreement was selected by You based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR, FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR,

DEFAULT; REMEDIES: Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, Company may: (1) require future Services, including supplies to be paid in advance, (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with you, and/or (4) pursue any other remedy permitted at law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing periods or the face value of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

ASSIGNMENT: You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

NOTICES: All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to Company from you shall be effective after it has been received via registered U.S. Mail.

INDEMNIFICATION: You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability of otherwise caused by or related to Your use or possession of the Equipment, and (b) all costs and attorneys' fees incurred by Us relating to such claim.

FAX EXECUTION: A faxed or electronically transmitted version of this Agreement may be considered the original and you will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

MISCELLANEOUS: (a) Choice of Law. This Agreement shall be governed by the laws of the state of Arizona (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to you, to supply missing information or correct obvious errors provided that such change does not materially alter your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

AOT Hard Drive Data Removal/Disposal Policy: Information security is vital for all companies in today's business environment. AOT provides a hard drive data removal/disposal service which is compliant with Defense Department hard disk wipe security standard 5220.22-M. Acceptance of this service will be in accordance with, and at the rates set forth in, the AOTG MFP Hard Drive Data Removal/Disposal certificate (attached hereto).

_____ (Customer Initials)



A Xerox Company

MANAGED PRINT SERVICES AGREEMENT

AOT - A Xerox Company

4320 E Cotton Center Blvd #100 Phoenix, AZ 85040 602-346-3000

3501 E Speedway Blvd #145 Tucson, AZ 85716 520-989-3200

3050 N. Navajo Dr Suite 107, Prescott Valley, AZ 86314 928-350-3100

MPS SCHEDULE A**CUSTOMER:** Town Of Chino Valley

Make	Model	Serial#	B/W Start Meter	Color Start Meter	AOT ID	Equipment Address	Department	Networked or Local	Meter Acquisition Method	AVG Mo Usage
HP	Color Laserjet Pro M476DN	CNB6G505FG				1020 Palomino Rd.	MIS	Networked		
Kyocera	Kyocera FS-C5030N	APE7X10691				1982 Voss Dr.	CS/DS Alternate MFC	Networked		
Xerox	C405					1982 Voss Dr.	Building Inspection MFC	Networked		
HP	HP Laserjet 4100	USBDC14443				1982 Voss Dr.	Sally's Desk Printer	Local		
HP	LaserJet 200 colorMFP M276	CNF8GCQG7J				1982 Voss Dr.	FleetShopMFC	Networked		
HP	Color LaserJet MFP M477fnw	VNBKK79274				1982 Voss Dr.	FleetShopHPMFC	Networked		
HP	Color LaserJet MFP M476dn	CNB8G7XDF2				2190 Rodeo Dr.	Utilities MFC Printer	Networked		
HP	LaserJet P2055dn	CNB9N23824				1950 Voss Dr.	Police Records ACJIS	Local		
HP	Color LaserJet CP2025dn	CNGS465267				1950 Voss Dr.	Police Records Color	Networked		
HP	LaserJet P2055dn	VNB3R03950				1950 Voss Dr.	Police Admin Tech Printer	Local		
HP	LaserJet m1212nf mfp	CNG9C2N0G1				1950 Voss Dr.	Police Evidence Processing MFC	Local		
HP	Color Laserjet Pro M476DN	CNB8G7XDH4				1950 Voss Dr.	Animal Control MFC	Networked		
HP	LaserJet m1212nf mfp	CNG9C2NOFY				1950 Voss Dr.	Police Evidence MFP	Networked		
Xerox	Workcentre 3615	A2T193403				1021 W Butterfield Rd.	Senior Center Admin MFC	Networked		
HP	Color Laserjet Pro M476DN	CNB6H3LFV8				1527 N Road 1 East	Rec Admin MFC	Networked		
HP	Color Laserjet Pro M476DN	CNB8G7XDTT				1615 N Road 1 East	Aquatics MFC	Networked		
Xerox	C405					1527 N Road 1 East	Parks Maint MFC	Local		
Xerox	B405					1988 N Road 1 West	Court Room MFC	Local		
Xerox	Phaser 6125N	LAN037997				1988 N Road 1 West	Court Label Printer	Networked		
Xerox	C405					1988 N Road 1 West	Prosecutor MFC	Networked		
Xerox	C405					1020 Palomino Rd.	HR MFC	Networked		
Xerox	C405					202 N State Route 89	Reception MFC	Networked		
Xerox	WorkCentre 3615	A2T193404				202 N State Route 89	Town Manager MFC	Networked		
HP	Laserjet P2055d	CNB1829613				202 N State Route 89	Fin Director Printer	Local		
HP	Laserjet P2035n	VNB3C11017				202 N State Route 89	Accounting Tech II Printer	Local		
HP	Laserjet P2055dn	CNB9022002				202 N State Route 89	Sr Accountant	Local		

Meter Contact Information: **Name:** _____ **Email:** _____ **Phone:** _____ **Fax:** _____

Should meters not be provided as described in the terms of the Print Management Agreement, AOT reserves the right to estimate usage based on the average monthly volumes as stated above. This Schedule of Equipment is hereby verified as correct by undersigned, who acknowledges receipt of a copy. As new devices are discovered on my network, they will be included in this agreement per the terms and conditions.

Customer Signature: _____

Date: _____



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.c.

Meeting Date: 12/12/2017
Contact Person: Laura Kyriakakis, Human Resources Director
 Phone: 928-636-2646 x-1204
Department: Human Resources
Item Type: Consent
Estimated length of staff presentation: None
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to approve Change Order No. 2 to the Agreement for Professional Consulting Services between the Town of Chino Valley and Sanks and Associates, LLC, to allow for additional compensation/travel cost, to increase the Scope of Service and extend the contract term to June 30, 2019.

RECOMMENDED ACTION:

Motion to approve Change Order No. 2 to the Agreement for Professional Consulting Services between the Town of Chino Valley and Sanks and Associates, LLC.

SITUATION AND ANALYSIS:

Issue Statement

Due to the work load in the Planning, Building and Customer Service Divisions, the need for increased assistance and oversight is required. Jason Sanks, with Sanks and Associates, LLC has been serving as Planning Director; we are requesting to change the Professional Services Agreement as follows:

1. Extend the contract term from 6/30/2018 to 6/30/2019;
2. Increase the Scope of Work to also include oversight of the Customer Service Division and Building Division;
3. Increase the Scope of Work to also include lead on Town re-write of the Unified Development Ordinance;
4. Compensation will increase from a rate of \$65.00 per hour to \$75.00 per hour. The “not to exceed amount” will also be increased from \$66,700.00 to \$117,000 per year. This will allow for additional compensation due to the increased hourly rate and hours needed to satisfy the increased Scope of Services. Reimbursable costs will continue as provided in Exhibit C of the Professional Consulting Services Agreement but the “not to exceed amount” is increased from \$7,000 to \$16,000 per year to reflect the additional expenses incurred by Consultant due to the additional

time required to satisfy the revised Scope of Services.

The requested increase in compensation and travel cost is similar to the budgeted roll-up cost for the Director of Development Services position. Attached for your review is Jason Sank's Professional Consulting Services Change Order No. 2 and updated Scope of Work.

Fiscal Impact

Fiscal Impact?: \$117,000

If Yes, Budget Code: 01-55-5212

Available: \$117,000

Funding Source:

The annual amount is within the Fiscal Year 2017/2018 Budget.

Attachments

Sanks Change Order No. 2

Sanks and Associates, LLC Professional Services Agreement

Dated June 20, 2017

CHANGE ORDER NO. 2

Distribution: TOWN []
CONSULTANT []
OTHER []

PROJECT: Planning Consulting Services DATE: December __, 2017
OWNER: Town of Chino Valley
CONSULTANT: Sanks and Associates, LLC
AGREEMENT DATED: June 20, 2017

CHANGES: The Agreement is changed as follows:

The Scope of Services, attached to the Agreement and to Change Order No. 1 as Exhibit A is revised as shown in the Second Amended Scope of Services, attached to this Change Order No. 2 as Exhibit A

This Change Order No. 2 is not valid until signed by both Town and Consultant. Signature of Consultant indicates acceptance.

The original compensation was: \$65.00 per hour; not to exceed \$50,000.

The original reimbursable costs, as provided in Exhibit C, Paragraph C was: An amount not to exceed \$5,000.

Net change by previously authorized Change Orders: Amount of Compensation – not to exceed \$16,700; amount of reimbursable costs – not to exceed \$2,000.

The compensation prior to this Change Order was: \$65.00 per hour, not to exceed \$66,700 and reimbursable costs not to exceed \$7,000 per year.

The compensation and reimbursable costs will be increased by this Change Order in the amount of:

1. Compensation will increase from the rate of \$65.00 per hour to \$75.00 per hour and the “not to exceed amount” is increased from \$66,700.00 to \$117,000 per year in order to allow for additional compensation due to the increased Scope of Work.

2. Reimbursable costs will continue as provided in Exhibit C but the “not to exceed amount” is increased to \$16,000 per year to account for the additional expenses incurred by Consultant due to the increased Scope of Work.

The Contract Time will increase by: One year to extend the term of the contract from an ending date of June 30, 2018 to June 30, 2019.

Signatures to follow on next page.

ACCEPTANCE STATUS:

Sanks and Associates, LLC
Jason Sanks, Principal
Date _____

Darryl Croft, Mayor

Date _____

EXHIBIT A SECOND AMENDED SCOPE OF WORK

The planning consulting services shall include the following (additions shown in ALL CAPS; deletions shown in ~~striketrough~~):

- Perform the services and duties of the ~~interim Planning Director~~ DEVELOPMENT SERVICES DIRECTOR, overseeing ~~junior planning~~ staff, AND providing guidance, mentorship, department representation, and management of THE planning, CUSTOMER SERVICE, AND BUILDING ~~department~~ DIVISIONS.
- Consultant shall inform the Town Manager on DEVELOPMENT SERVICES Department projects, customer relations, personnel matters, and issues that may arise and coordinate Department activities with the Town Manager and other relevant Town Departments, including Engineering and Public Works.
- Perform project review of all planning and related applications, as assigned, at the discretion of Town.
- ACT AS LEAD ON THE UPDATE AND RE-WRITE OF THE TOWN'S UNIFIED DEVELOPMENT ORDINANCE ("UDO"), DIRECTING STAFF AND OUTSIDE RESOURCES AS NECESSARY, AND ACTING AS THE TOWN COUNCIL'S STAFF MEMBER TO THE UDO AD-HOC COMMITTEE.
- Attend all site visits, meetings, and hearings as necessary on behalf of Town and act on behalf of Town's interests.
- Work on-site at the Chino Valley Development Services office at 1982 Voss Drive, Chino Valley, Arizona and other locations in and around Chino Valley, as needed, an average of three days per week (between Monday through Thursday, hours 7am to 6pm) and perform other functions as needed remotely via telephone, video conference, and email.
- Provide Town with a weekly and/or monthly schedule showing the times he will be on-site and available for consultation with Staff and Development Services customers.
- Other duties, projects, activities and coordination, at the request of Town on a time and materials basis.

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.d.

Meeting Date: 12/12/2017

Contact Person: Jami Lewis, Town Clerk

Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the November 14, 2017 regular meeting minutes.
(Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the November 14, 2017 regular meeting minutes.

Attachments

November 14, 2017 minutes

DRAFT

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

**TUESDAY, NOVEMBER 14, 2017
6:00 P.M.**

The Town Council of the Town of Chino Valley, Arizona, met for a Regular Meeting in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, November 14, 2017.

Present: Mayor Darryl Croft; Vice-Mayor Mike Best; Councilmember Annie Lane; Councilmember Corey Mendoza; Councilmember Jack Miller

Absent: Councilmember Cloyce Kelly; Councilmember Lon Turner

Staff Town Manager Cecilia Grittmann; Town Attorney Phyllis Smiley (via conference phone);

Present: Finance Director Joe Duffy; Police Chief Chuck Wynn; Police Lieutenant Vince Schaan; Public Works Director/Town Engineer Frank Marbury; Utilities Maintenance Technician Roger Strader; Community Services Director Scott Bruner; IT Manager Spencer Guest (videographer); Town Clerk Jami Lewis (recorder)

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

Mayor Croft called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Recognition of Officers for Meritorious Conduct.

Police Chief Wynn presented the following awards:

- Medal of Valor to Officer Jeff Pizzi for his actions during an active shooter incident.
- Medal of Meritorious Conduct to Officer Tiffany Farmer, Sgt. Josh McIntire, Det. Mark Garcia, Sgt. Randy Chapman, Officer Steve Jones, and Officer Clint Shafer for their assistance with the above shooting incident.
- Lifesaving Medal to Officer Jeff Pizzi for his response to a suicide attempt.
- Lifesaving Medal to Sgt. Mike Pereda for to his response to a drug overdose.

b) Presentation of Mayor's Recognition Award to Sergeant Roger Strader regarding his military service in the U.S. Army and Arizona National Guard.

Public Works Director Marbury introduced Sgt. Strader as an 18-year Town employee with 23 years of military service. Mayor Croft read a summary of Sgt. Strader's military service and presented the award.

3) **CALL TO THE PUBLIC**

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

4) **RESPONSE TO THE PUBLIC**

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

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) Status reports by Mayor and Council regarding current events.

Vice-Mayor Best reported on an upcoming fundraiser for the Phoenix Children's Hospital at the Equestrian Center. He also thanked the community for their prayers for his wife during her cancer treatment, and requested further prayers for a seven-month old who was now fighting cancer.

Mayor Croft acknowledged Town staff for a successful Halloween event at Memory Park.

b) Status report by Town Manager Cecilia Grittmann and/or Town staff members regarding Town accomplishments, and current or upcoming projects.

Ms. Grittmann acknowledged: (i) Councilmember Mendoza's participation in a record-breaking sky-diving event, as well as the Dancing for the Stars fundraiser for the Boys and Girls Club to be held in April; (ii) Town employees whose work anniversaries were in November; and (iii) Departments that collaborated on the successful community cleanup event. She also reported that APS had committed \$75,000 toward the Town's industrial park, a \$750 voucher to Community Services for the Memory Park Expansion, and to assist the Town's new economic development person.

c) Status update regarding residential and commercial building permits. (Dan Trout, Chief Building Official)

Mr. Trout reported that compared to last year's first quarter, permits had nearly doubled during this year's first quarter.

- d) Status update regarding Road 1 East extension project. (Frank Marbury, Public Works Director/Town Engineer)

Mr. Marbury reported that the Town was saving money by having Town forces moving dirt on the Road 1 East extension project, which will extend Road 1 East from Road 3 South and provide three connector roads to the highway. Drainage will be next, followed by millings and chipseal.

- e) Status update regarding the Community Development Block Grant (CDBG) program. (Frank Marbury, Public Works Director/Town Engineer)

Town Manager Grittmann reported that the Town received these funds every four years and last time, they were used to pave a portion of Chino Meadows.

Mr. Marbury added that the Town would receive \$321,000 in these HUD funds. Two hearings will be held on December 11, at which time proposals from the Town and community will be presented, and January 23, at which meeting, Council will be asked to approve a project. Staff proposed to use the funds to continue paving in Chino Meadows. During the next month, staff will survey area residents to ensure that the area would meet the requirements.

- f) Award of Governor's Office of Highway Safety for two grants for the Police Department. (Vince Schaan, Police Lieutenant)

Lt. Schaan reported that two Governor's Office of Highway Safety grants had been awarded to the Town. One beneficial outcome was the purchase of a mobile electronic speed sign, which could be moved around the Town and will help with tracking traffic, collecting real-time data, and monitoring certain areas as requested by citizens.

- g) ~~Award of Governor's Office of Highway Safety for two grants for the Police Department. (Vince Schaan, Police Lieutenant)~~

6) **CONSENT AGENDA**

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

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Jack Miller to accept the consent agenda items as read.

Vote: 5 - 0 PASSED - Unanimously

- a) Consideration and possible action to approve Ordinance No. 17-841 repealing Town Code Chapter 156 General Plan and Section 156.01 General Plan Adopted by Reference to correct a codification error and remove the 2003 General Plan from the Town Code.
(Phyllis Smiley, Town Attorney)
- b) Consideration and possible action to accept the October 10, 2017 regular meeting minutes.
(Jami Lewis, Town Clerk)
- c) Consideration and possible action to accept the October 17, 2017 study session minutes.
(Jami Lewis, Town Clerk)
- d) Consideration and possible action to accept the October 24, 2017 regular meeting minutes.
(Jami Lewis, Town Clerk)

7) ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a) Consideration and possible action to:
 - (i) Hold a public hearing on establishment of a new Biting Dog Retrieval Fee; and
 - (ii) Approve Resolution No. 17-1114 establishing a new Biting Dog Retrieval Fee.
 (Phyllis Smiley, Town Attorney)

Recommended Action:

- (i) Hold the public hearing;
- (ii) Approve Resolution No. 17-1114.

Ms. Smiley reported that the proposed fee came from the new dog ordinance adopted on October 24. The fee would only be charged if the owner or person in control of a biting dog refused to bring the dog to the Police Department or animal shelter and the police or animal control officer had to pick up the animal.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Jack Miller to open the public hearing.

Council asked how the \$25 fee amount and the \$8 late fee had been determined. Lt. Schaan explained that staff reviewed other ordinances with such fees for similar and other types of offenses. While some retrieval fees were a lot higher, staff felt that \$25 was motivation enough to get the dog in quarantine per state law. The proposed late fee was much lower than the Town's current one, but was more in line with those of other local agencies.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Jack Miller to close the public hearing.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Jack Miller to approve Resolution No. 17-1114.

Vote: 5 - 0 PASSED - Unanimously

- b) Consideration and possible action to approve Purchase Order Contracts with Sanderson Ford for the purchase of a 2018 Ford Explorer and a 2018 Ford Transit Connect Cargo Van; and with RDO Agriculture Equipment Co. for a 2018 John Deere Z997R Mower, both through cooperative purchase with the State bid list. (Joe Duffy, Finance Director)

Recommended Action:

- (i) Approve the Purchase Order Contract with Sanderson Ford for the purchase of a 2018 Ford Explorer in the amount of \$31,598.03 and a 2018 Ford Transit Connect Cargo Van in the amount of \$ 23,942.27; and
- (ii) Approve the Purchase Order Contract with RDO Agriculture Equipment Co. in the amount of \$20,654.13 for a 2018 John Deere Z997R Mower.

Mr. Duffy reported that:

- During the budget process, departments requested to purchase certain vehicles and equipment totaling \$825,000. Upon budget approval, the Town obtained a line of credit to lease purchase these items.
- So far, the Town had acquired eight police vehicles, totaling \$400,000.
- The current request was for one mower, instead of the two originally requested by Parks Maintenance; a more cost-effective vehicle for Administration per recommendation by Vehicle Maintenance; and a smaller, more cost-effective vehicle for the Library.
- After these purchases, there will be \$348,000 left for equipment yet to be determined by the new public works director.

MOVED by Vice-Mayor Mike Best, seconded by Councilmember Annie Lane to approve the Purchase Order Contract with Sanderson Ford for the purchase of a 2018 Ford Explorer in the amount of \$31,598.03 and a 2018 Ford Transit Connect Cargo Van in the amount of \$ 23,942.27; and approve the Purchase Order Contract with RDO Agriculture Equipment Co. in the amount of \$20,654.13 for a 2018 John Deere Z997R Mower.

Vote: 5 - 0 PASSED - Unanimously

8) EXECUTIVE SESSION

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

9) ACTION ITEMS RESUMED

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

10) ADJOURNMENT

MOVED by Councilmember Jack Miller, seconded by Vice-Mayor Mike Best to adjourn at 6:39 p.m.

Vote: 5 - 0 PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 14th day of November, 2017. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 12th day of December, 2017.

Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.a.

Meeting Date: 12/12/2017

Contact Person: Alex Lerma, Associate Planner
Phone: 928-626-4427 x-1295

Department: Development Services

Item Type: Action

**Estimated length
of staff presentation:** 5 minutes

Physical location of item: Located approximately .25 miles south of the southeast corner of West Road 1 North and North Road 1 West at 295 N. Road 1 West.

AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance No. 17-842, approving a change of zoning for approximately 8.33 acres of real property generally located 1/4 mile south of the southeast corner of West Road 1 North and North Road 1 West at 295 North Road 1 West, also identified as Assessor's Parcel No. 306-23-045W, from CL/AR-5 (Commercial Light/ Agricultural Residential-5 Acre Minimum) to SR-1 (Single Family Residential-1.0 Acre Minimum) zoning district (Owner/Applicant Donald Roskopf).

RECOMMENDED ACTION:

Approve Ordinance No. 17-842, approving a change of zoning for approximately 8.33 acres of real property generally located at 295 N Road 1 West, from CL/AR-5 to SR-1 zoning district.

SITUATION AND ANALYSIS:

Issue Statement

See attached Staff Report

Applicable "Policy"

Satisfaction of "Policy"

Summary of Issues and Staff Rationale

Findings of Fact

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source:

Attachments

Roskopf Ordinance No. 17-842

Roskopf Staff Report

ORDINANCE NO. 17-842

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 8.33 ACRES OF REAL PROPERTY GENERALLY LOCATED ONE QUARTER MILE SOUTH OF THE SOUTHEAST CORNER OF WEST ROAD 1 NORTH AND NORTH ROAD 1 WEST AT 295 NORTH ROAD 1 WEST, FROM CL/AR-5 (LIGHT COMMERCIAL/ AGRICULTURAL RESIDENTIAL – 5 ACRE MINIMUM) ZONING DISTRICT TO SR-1 (SINGLE FAMILY RESIDENTIAL – 1 ACRE MINIMUM) ZONING DISTRICT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR NON-SEVERABILITY; AND PROVIDING PENALTIES.

WHEREAS, the Town Council has determined that this amendment to the Official Zoning Map conforms with the Town of Chino Valley General and any applicable Specific Area Plan, neighborhood, or other plan, and any overlay zoning district; and

WHEREAS, all required public notice was provided and all required public meetings and hearings were held in accordance with applicable state and local laws; and

WHEREAS, the Planning and Zoning Commission recommends approval of the rezoning; and

WHEREAS, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this ordinance,

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

Section 1. In General.

1. The Change of Zoning and amendment to the Official Zoning Map is hereby approved for property consisting of approximately 8.33 acres, described in Exhibit 1 and as shown on the Zoning Exhibit (map) in Exhibit 2, both attached hereto and incorporated herein by this reference, from CL/AR-5 (Light Commercial/ Agricultural Residential – 5 Acre Minimum) zoning district TO SR-1 (Single Family Residential – 1 Acre Minimum) zoning district.

2. The Property described in Paragraph 1 of this Section shall be used and developed in accordance with the Town of Chino Valley Unified Development Ordinance.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. Providing for Non-Severability.

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and this ordinance shall have no force or effect.

Section 4. Providing for Penalties.

Any person found responsible for violating this Ordinance shall be subject to the civil sanctions and habitual offender provisions set forth in Sections 1.10 and 1.11 of the Town of Chino Valley Unified Development Ordinance. Each day a violation continues, or the failure to perform any act or duty required by this zoning ordinance, the Unified Development Ordinance or by the Town of Chino Valley Town Code continues, shall constitute a separate civil offense.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 12th day of December, 2017 by the following vote:

AYES: _____

ABSENT: _____

NAYS: _____

ABSTAINED: _____

APPROVED this ____ day of _____, 2017.

Darryl Croft, Mayor

ATTEST:

APPROVED AS TO FORM:

Jami C. Lewis, Town Clerk

Phyllis L. N. Smiley, Town Attorney
Gust Rosenfeld, PLC

The following exhibits are attached hereto and incorporated herein:

1. Legal Description
2. Zoning Exhibit (map)

I, JAMI C. LEWIS, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 17-842 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF CHINO VALLEY ON THE 12th DAY OF DECEMBER, 2017, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 20__.

Jami C. Lewis, Town Clerk

**EXHIBIT 1
LEGAL DESCRIPTION**

All the portion of the Northwest quarter of the Southwest quarter of Section 22, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as followed:

COMMENCING at the West quarter corner of Section 22 marked with a Town of Chino Valley brass monument;

Thence South $01^{\circ}40'00''$ West (basis of bearing) 1324.77 feet (1324.00 feet record) along the Westerly line of Section 22;

Thence North $89^{\circ}41'53''$ East 25.01 feet to a one-half inch rebar on the Easterly Right-of-way of Road 1 West;

Thence North $01^{\circ}40'00''$ East 207.17 feet along said Right-of-way to THE TRUE POINT OF BEGINNING.

Thence North $01^{\circ}40'00''$ East 106.07 feet along said Right-of-way to a one-half inch rebar;

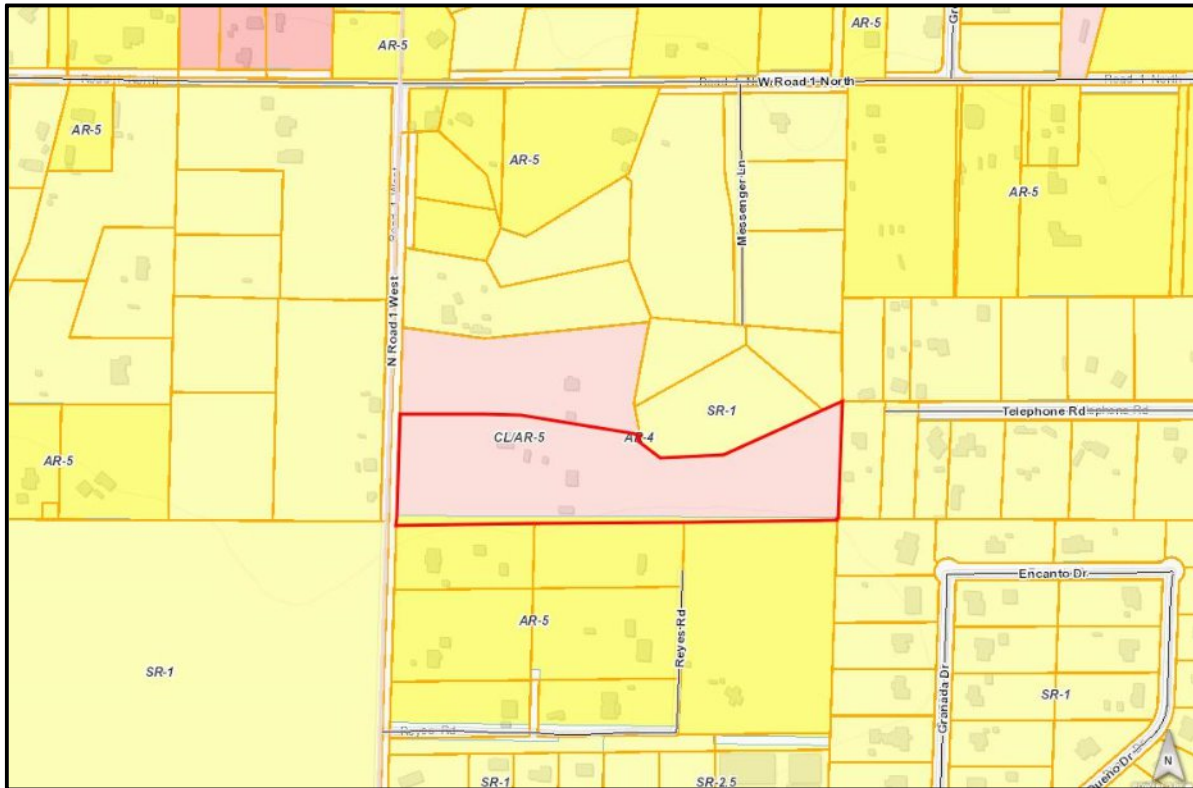
Thence South $89^{\circ}42'36''$ East 251.11 feet to a one-half inch rebar;

Thence South $00^{\circ}27'37''$ West 36.11 feet to a one-half inch rebar;

Thence South $74^{\circ}52'13''$ West 263.03 feet to THE TRUE POINT OF BEGINNING.

Containing 17.889 square feet more or less.

EXHIBIT 2 MAP





PLANNING AND ZONING COMMISSION STAFF REPORT

APPLICATION SUMMARY

File Number: ZC17-000011

Assessor's Parcel Number: 306-23-045W

Site Location: Located approximately ¼ mile south of the southeast corner of West Road 1 North and North Road 1 West at 295 N Road 1 West.

Property Owner: Donald Roskopf

Applicant: Donald Roskopf

Request: Request for a zone change from CL/AR-5 (Commercial Light/ Agricultural Residential- 5 Acre Minimum) to SR-1 (Single Family Residential- 1.0 Acre Minimum).

SITE DATA

Existing Zoning	CL/AR-5 (Commercial Light/ Agricultural Residential- 5 Acre Minimum)
Lot Size	8.33 acres (approximately 362,854 sq. ft.)
Subdivision	N/A
General Plan Land Use Designation	Medium Density Residential (2 acres or less)
Existing Land Use	Residence

BACKGROUND

SITE DESCRIPTION

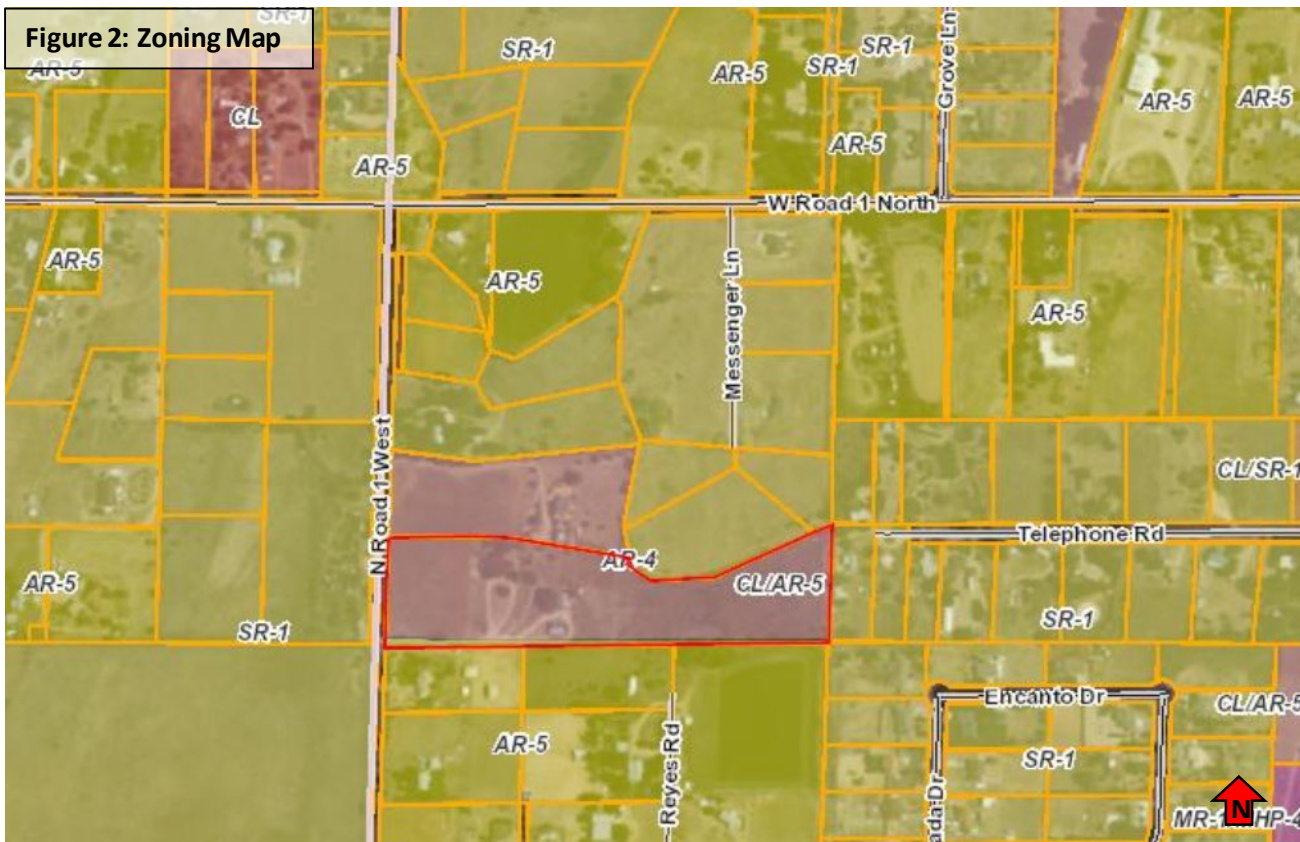
The subject property is Located approximately ¼ mile south of the southeast corner of W Road 1 North and North Road 1 West at 295 N Road 1 West. The property is currently zoned CL/AR-5 (Commercial Light/Agricultural Residential-5 Acre Minimum) under the Town of Chino Valley Unified Development Ordinance. The parcel is identified with a Land Use Designation of Medium Density Residential (2 acres or less) under the Town of Chino Valley General Plan Potential Land Use Map. There are currently two separate residences and three sheds on the property. **See Figure 1.**

Figure 1: Zoning Map

SURROUNDING PROPERTIES AND NEIGHBORHOOD

The area is predominantly a low/medium density single family residence. The properties directly north are zoned CL/AR-5 (Commercial Light/Agricultural Residential- 5 Acre Minimum), AR-5 (Agricultural Residential- 5 Acre Minimum). To the west, properties are zoned AR-5 (Agricultural Residential-5 acres minimum) and SR-1 (Single Family Residential- 1 Acre Minimum). Directly south, properties are zoned AR-5 (Agricultural Residential- 5 Acre Minimum). To the east of the subject parcel, properties are zoned AR-5 (Agricultural Residential- 5 Acre minimum) and SR-1 (Single Family Residential- 1 Acre Minimum Lot Area). **See Figure 2**

AREA	ZONING	LAND USE
North	CL/AR-5, AR-5, SR-1	Medium Density Single Family Residential, Low Density Single Family, Vacant
West	AR-5, SR-1	Medium Density Single Family Residential, Low Density Single Family, Vacant
South	AR-5	Low density Single Family Residential
East	AR-5, SR-1	Medium density Single Family Residential, Granadas Estates Subdivision



PROJECT DESCRIPTION

The applicant is requesting approval of a zoning change from CL/AR-5 (Commercial Light/ Agricultural Residential-5 Acres Minimum) to SR-1 (Single Family Residential 1 Acre Minimum). With the approved zone change, the applicant proposes to divide the subject property into three (3) parcels in order to sell the two existing residences and develop the other newly created parcel. Without approval of a zone change, the applicant could not proceed with the lot split. The applicant has not decided in what way he will divide the parcel. When Mr. Roskopf does decide to proceed forward with the lot split, he will need to sit down with staff and complete the provision of legal access to the newly created back lots not fronting North Road 1 West.

PUBLIC REVIEW & HEARING PROCESS

The applicant notified all property owners within a 300' radius by letter and signage was placed on the property notifying the general public of a neighborhood meeting in order to discuss the applicant's intentions to rezone. The neighborhood meeting was held on October 2, 2017. At said meeting, there was no surrounding property owners or general public who attended. The item went before Planning and Zoning Commission on November 7, 2017. At said meeting the Commission had no issues or concerns with the applicant's proposal and agreed with staff that the proposed zoning change would clean the blended zoning and non-conformance issue. The Commission forwarded a recommendation of approval to Town Council. (7-0 in favor)

STAFF ANALYSIS AND RECOMMENDATION

GENERAL PLAN CONFORMANCE

The current CL/AR-5 (Commercial Light/ Agricultural Residential- 5 Acre Minimum), with its commercial component, is not in conformance with the 2014 Chino Valley General Plan's Future Land Use Map, which places the property in a Medium Density Residential (2 acres or less). The proposed zoning of SR-1 (Single Family Residential- 1 Acre Minimum) will allow the property's zoning to be in conformance with General Plan Medium Density Residential (2 acres or less) land use designation.

ZONING

The parcels current zoning district of CL/AR-5 (Commercial Light/ Agricultural Residential- 5 Acre Minimum) is referred to as a blended district and is not clearly defined in the Town of Chino Unified Development Ordinance. These types of blended districts become a challenge for staff when defining basic use restrictions and regulations such as permitted uses and building setbacks. In situations where a zoning district is not specifically defined, an interpretation must be rendered. The proposed zoning district of SR-1 (Single Family Residential- 1 Acre Minimum) is clearly defined in the UDO and as such the property will be able to abide by a single zoning districts development standards.

The applicant's request for a zone change will be well-suited for the area and limited to larger lot residential development. The requested SR-1 zoning district (Single Family Residential- 1 Acre Minimum) will complement and reflect the same zoning of those properties to the north, east and west of the subject parcel. The lot size standard will reinforce the predominate character of low/medium density residential development.

STAFF RECOMMENDATION

Staff recommends an approval of a zone change of parcel 306-23-045W from the current zoning of CL/AR-5 (Commercial Light/ Agricultural Residential 5-Acre Minimum) to SR-1 (Single Family Residential 1-Acre Minimum).

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.b.

Meeting Date: 12/12/2017
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Consent
Estimated length of staff presentation: 10 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to accept the Comprehensive Annual Financial Report and the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2017, as prepared by Henry & Horne, LLP, Certified Public Accountants. (Joe Duffy, Finance Director)

RECOMMENDED ACTION:

Accept the Comprehensive Annual Audited Financial Report and the Annual Expenditure Limitation Report for the fiscal year ended June 30, 2017, as prepared by Henry & Horne, LLP, Certified Public Accountants.

SITUATION AND ANALYSIS:

Henry & Horne, LLP was retained by the Town to complete the audit for the fiscal year ended June 30, 2017.

The audit has been completed, and the final reports have been issued.

Other Pertinent Documents Available Upon Request:

A printed copy of the report is being provided to Council and pertinent staff separately. The report is be available on the Town's website at <http://www.chinoaz.net>.

Fiscal Impact

Fiscal Impact?: None

If Yes, Budget Code:

Available:

Funding Source: