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**REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS - 473 S. Main Street, Room #106
WEDNESDAY, MAY 5, 2010
at 6:30 P.M.**

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) **Approval of the Minutes:**
 - 1) Regular Session – April 21, 2010
 - 2) Executive Session – April 21, 2010 (recorded)
 - 3) Special Session – April 21, 2010
 - b) **Set Next Meeting, Date and Time:**
 - 1) May 12, 2010 at 1:00 p.m. – Budget Work Session
 - 2) May 19, 2010 at 6:30 p.m. – Regular Session
 - 3) May 26, 2010 at 1:00 p.m. – Budget Work Session
 - 4) May 26, 2010 at 6:30 p.m. – Council Hears Planning & Zoning Matters
 - c) **Possible approval of an Intergovernmental Agreement with the Yavapai County Office of Emergency Management for emergency services, naming Marshal David R. Smith as the Town's Emergency Management Coordinator, and authorizing payment in the amount of \$3,969.00 for services.** This is a budgeted item. Staff Resource: David R. Smith
 - d) **Possible approval of Resolution 2010-611, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona requesting that the Arizona Department of Transportation establish a dedicated Winter Maintenance Fund in the FY 2011 ADOT Operating Budget.** Staff Resource: Councilor Garrison
 - e) **Possible approval of the Cooperative Purchasing Agreement between the Town of Camp Verde and the City of Tucson for an on-line auction.** Staff Resource: Ron Long
 - f) **Possible approval of the following facility use agreements: 1) Alcoholics Anonymous; 2) Camp Verde Adult Reading Program; 3) Salvation Army; 4) Historical Society; and 5) Farmer's Market.** Staff Resource: Ron Long
 - g) **Possible authorization to pay \$526.90 to SW Risk Services/Arizona Municipal Risk Retention Pool for the Town's portion of expenses incurred by SWRS/AMRRP for Alpha, LLC & Tanner Enterprises, LLC v. Town of Camp Verde Litigation; and reappropriating \$526.90 from the Marshal's Office Legal line item to the Litigation line item in the Legal Department budgetary unit.** Staff Resource: Carol Brown
5. **Special Announcements & Presentations**
 - **Ed Bantel of SW Risk will present an award of excellence to the Town of Camp Verde in recognition of outstanding achievement and continued excellence in Risk Management and Loss Control.** Staff Resource: Matt Morris
6. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are Camp Verde Schools Education Foundation; Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, and Yavapai County Water Advisory Committee. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.
7. **Call to the Public for Items not on the Agenda**
8. **Discussion, consideration, and possible appointment of the following persons to serve as Assistant Magistrate for a 2-year term:**
 - 1) **Anna Young, Esq. as Assistant Magistrate for a 2-year term on an as-needed basis and setting the compensation at \$38.00 per hour with a 3-hour minimum payment.** This is a budgeted item.

- 2) **Court Supervisor Jacque Daughety as Assistant Magistrate for a 2-year term on an as-needed basis at no additional compensation.** Staff Resource: Presiding Magistrate Harry Cipriano
9. **Discussion, consideration, and possible approval of an agreement through June 30, 2011 with Don Zelechowski, CPA to continue the taxpayer education program designed to increase compliance with our tax program and for sales tax auditing services to verify Transaction Privilege Tax (sales tax) reporting and payments to the degree that said audits are required. This discussion may be followed by possible direction to staff to include funding for the agreement in the amount of \$19,400 in the FY 2010/11 budget. There are two options for consideration 1) \$45 per hour without professional liability insurance and 2) \$48 per hour with professional liability insurance.** Staff Resource: Carol Brown
10. **Discussion, consideration, and possible approval of Resolution 2010-808, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving and adopting the Intergovernmental Agreement between the Town and the Camp Verde Unified School District allowing the District to use Town facilities for physical education instruction in exchange for 35 hours of community service.** Staff Resource: Ron Long
11. **Discussion, consideration, and possible approval of the Town of Camp Verde Facility Rental Rules and Regulations.** Staff Resource: Ron Long
12. **Discussion, consideration, and possible approval of the following:** Staff Resource: Lisa Elliott
- a. **Reversal of the budgeted entries for the Operating Transfer from the General Fund to the Parks Fund;**
 - b. **Reversal of the Interfund Loan Repayment budgeted entries for the repayment of the monies loaned to the Parks Fund by the General Fund in the FY 2009/10 Budget;**
 - c. **Amend the Refunding Agreement to allow for the Interfund Agreement Loan to be repaid with the Parks Fund has cash available to make the payments.**

Councilor Baker requested item #13:

13. **Discussion, consideration, and possible direction to staff relative to placing a plaque on the gazebo recognizing Tom Neilson's efforts in constructing the gazebo.** This is an unbudgeted item.

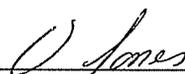
Councilor Garrison requested items 14 & 15:

14. **Discussion, consideration, and possible direction to staff relative to setting a return policy for Town-owned equipment, keys, credit cards, files, hard copies of reports, and documents to include all items funded by the tax payers and/or material that should remain in the Town's archives, etc. when an employee or Council member ends their service with the Town.**
15. **Discussion, consideration, and possible approval of job descriptions and pay ranges for the positions of the Senior Accountant and Special Projects Administrator.** These are budgeted items.

Mayor Burnside requested item #16:

16. **Discussion, consideration, and possible direction to staff relative to John Biondi's letter in which he would like to know if the Town is interested in purchasing his property located adjacent to the Town Hall facilities.**
17. **Call to the Public for Items not on the Agenda.**
18. **Advanced Approvals of Town Expenditures.** There are no advanced approvals.
19. **Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.
20. **Adjournment**

Posted by:



Date/Time:

4-29-2010

9:58 a.m.

Note: Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk.

40.1

MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS
WEDNESDAY, APRIL 21, 2010
6:30 P.M.

Minutes are a summary of the actions taken. They are not verbatim.
Public input is placed after Council motions to facilitate future research.
Public input, where appropriate, is heard prior to the motion

1. **Call to Order**

The meeting was called to order at 6:30 p.m.

2. **Roll Call**

Mayor Burnside, Vice Mayor Kovacovich, Councilors Whatley, Garrison, Baker, Roulette and German were present.

Also Present: Acting Town Manager Dave Smith, Special Projects Administrator Matt Morris, Public Works Director Ron Long, Acting Community Development Director Mike Jenkins, Asst. Planner Jenna Owens, Sr. Acct. Lisa Elliott, Administrative Assistant Valerie House, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**

The Pledge was led by German.

4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.

a) **Approval of the Minutes:**

- 1) Special Session – April 14, 2010
- 2) Regular Session – April 7, 2010
- 3) Special Session – April 7, 2010
- 4) Executive Session – April 7, 2010 (recorded)
- 5) Special Session – March 31, 2010
- 6) Special Session – March 22, 2010

b) **Set Next Meeting, Date and Time:**

- 1) April 28, 2010 at 6:30 p.m. – Council Hears Planning & Zoning Matters – **CANCELLED**
- 2) April 28, 2010 at 6:30 p.m. – Work Session – Fire District Fees
- 3) May 05, 2010 at 6:30 p.m. – Regular Session
- 4) May 12, 2010 at 1:00 p.m. – Budget Work Session
- 5) May 19, 2010 at 6:30 p.m. – Regular Session
- 6) May 26, 2010 at 1:00 p.m. – Budget Work Session
- 7) May 26, 2010 at 6:30 p.m. – Council Hears Planning & Zoning Matters

c) **Possible approval of out-of-state travel for Animal Control Officer to attend training in Laughlin, NV.** This is a budgeted item. Staff Resource: David R. Smith

d) **Possible approval of the Financial Operations Guide, Revision #2, adding 'designee' in the absence of a Finance Director** Staff Resource: Debbie Barber

e) **Approval of Ordinance 2010-A370, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona reinserting Section 3-2-a.1 (Formerly Section H), appointment of Acting Town Manager and Duties and Amending the following Section of the Town Code: 2-2-5 Absence of Mayor, 2-3-1.1 Times and Places of Special Meetings, 2-3-2 Special Meetings.**

On a motion by Baker, seconded by Kovacovich, the Consent Agenda was unanimously approved as presented, with the addition of the Special Session on April 28th, the Special Session at 5:15 p.m. on May 5th, the change in the Regular Session Minutes of April 7th; and pulling Item 4.d) for discussion.

Garrison requested that the April 7, 2010 Regular Session Minutes include the legal opinion of Town Attorney Sims on conflict of interest. Burnside announced that the meeting for April 28, 2010 at 6:30 p.m. will be scheduled as a Special/Work Session with the Fire District and Lisa Elliott; also, there will be a Special Session added for May 5, 2010 at 5:15 p.m., with Lisa Lumbard.

Garrison requested that Item 4.d) be pulled for discussion.

4.d) **Possible approval of the Financial Operations Guide, Revision #2, adding 'designee' in the absence of a Finance Director** Staff Resource: Debbie Barber

On a motion by Garrison, seconded by Baker, the Council unanimously approved the Financial Operations Guide, Revision #2, with an insertion in the first paragraph on the first page specifying "or designee" after "Finance Director."

Garrison requested clarification of the instruction to insert "or designee" after mention of the Finance Director's position in the subject document, whether it would need to be added each time there was reference to the Finance Director throughout the document. After discussion, it was agreed that a statement in the first paragraph adding "or designee" after "Finance Director" would clarify the intent

of the instruction that was made regarding a designee.

5. **Special Announcements & Presentations**

- a. **Ed Bantel of SW Risk will present an award of excellence to the Town of Camp Verde in recognition of outstanding achievement and continued excellence in Risk Management and Loss Control.** Staff Resource: Matt Morris
- b. **Proclamation declaring May 2, 2010 through May 8, 2010 as Municipal Clerk's Week.** Staff Resource: Debbie Barber
Referring to Item a, Mayor Burnside said that Ed Bantel was unable to attend the meeting because of illness. Burnside then read aloud the Proclamation declaring May 2-8, 2010 as Municipal Clerk's Week.

6. **Council Informational Reports.**

Kovacovich reported that he and the Mayor last week met with nursing students from NAU; they are conducting a survey of issues that affect the youth, and will be submitting a report later. Kovacovich attended the annual meeting of the Verde Valley Water Users Association; the adjudication will eventually get here.

Burnside announced that ADEQ will be holding an electronic recycle event for 5 hours on May 8th; flyers will be published regarding disposing of all electronic devices at that event. Burnside thanked Dugan McDonald of Heritage Survey for the rendering to the Town for the Master Plan of the Park; every corner of the buildings and fields has been laid out.

7. **Call to the Public for Items not on the Agenda**

(Comments from the following individuals are summarized.)

Howard Parrish said that the Posse is on its way from Pinetop-Lakeside carrying the mail, and will arrive Friday, April 23rd, and will hand over the mail to the Camp Verde Post Office; there will be a banquet that evening and tickets are \$20 per head. Parrish described how the publicity is attracting attention from all over, helping the economy, and suggested that the Council consider a donation to the Cavalry.

Irene Peoble expressed her disappointment with the current Town Council; she had hoped there would be an end to the back-door dealings, the marathon meetings, the nit picking, grandstanding and pontificating at the meetings, and micro-management. She suggested keeping meetings short, asking questions of Town staff prior to the meetings, and stop picking at each other. (*Garrison asked Barber to confirm that she does ask questions, but the public also wants to know answers; furthermore, she does not get into any back-door dealings.*)

Linda German said that she understands that the Mayor told the Chino Valley Mayor that their town was getting a "gourmet Town Manager," but Camp Verde only needed a "dutch oven Town Manager," and that makes her very angry, and she believes that it is an indication that the Mayor's standards for this Town are extremely low. The Town may be small, but it should still strive for excellence. Since Camp Verde has lost the best Town Manager this Town has ever had, we are beginning to see the unraveling of the work that Mr. Scannell accomplished. The Council seems to have forgotten its role, and that is to set policy, not micro-manage. (*Burnside clarified his remark regarding Mr. Scannell; he referred to Scannell as a "gourmet cook" in our "dutch oven café." It was intended as a compliment. Whatley added the comment that Mr. Scannell quit his job here, he was not asked to leave.*)

Linda Harkness wanted to inform the Council that there needed to be immediate action regarding applying for a loan from the USDA for the Library; she acknowledged that this item is on the Agenda, but insisted that she just wanted to stress the urgency, and asked that the Council consider allocating .25 percent from the Sales Tax increase for the Library loan, and reviewed the funds already on hand.

There was no further public input.

8. **Quarterly Reports from the following: a) Board of Adjustments, b) Planning & Zoning Commission, and c) Chamber of Commerce**

There was no action taken.

The Quarterly Report for the Board of Adjustment was given by Al Roddan, Chairman; and Jenna Owens presented the Quarterly Report for the Planning & Zoning Commission in place of Chairman Butner. Tracie Schimikowsky gave a Power Point presentation on behalf of the Chamber of Commerce.

Old Business – Items 9, 10, and 11 are carried over from the 4/7/10 Regular Session:

9. **Discussion, consideration, and possible approval of Resolution 2010-807, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona superseding Resolution 2009-781, Adopting Fees for Town Services.**
Staff Resource: Debbie Barber
On a motion by Garrison, seconded by Roulette, the Council unanimously approved Resolution 2010-807, a Resolution of the Mayor

and Common Council of the Town of Camp Verde, Yavapai County, Arizona superseding Resolution 2009-78, Adopting Fees for Town Services.

Barber explained that the changes that Council suggested for non-profit organizations have been made in the Resolution; the changes have all been highlighted for review. Barber pointed out a possible error at Line 21, and added that the classification of "non-profit" status was defined clearly in the Event Handbook. The indicated changes were briefly discussed, and the directions to staff were clarified.

Councilor Roulette requested item #10:

10. **Discussion, consideration, and possible direction to staff relative to possible uses of the 15 acres that the Town leased as part of the Intergovernmental Agreement with the Camp Verde Sanitary District, to include but not be limited to the possibility of subleasing the property.**

On a motion by Roulette, seconded by Baker, the Council **voted 5-2** to look at opportunities to sublease the 15 acres of leased land that the Town currently has in a sublease with the Sanitary District; **with Garrison and Burnside opposed.**

In response to further discussion, a motion proposed by Roulette to amend the original motion to specify "all or some of" the 15 acres failed for lack of a second.

Roulette said that there has been interest expressed in subleasing the 15 acres, which could generate some revenue for the Town. Determining who would lease it would be a different process; at this point, Roulette would like to determine whether or not the Town would want to consider a sublease in order to follow up with the individuals who are interested in the property. The members discussed the issue of leasing out the property, as well as the intended use by the interested parties, with divided support for a sublease, including the opinion that the 15 acres be used for the Public Yard as originally intended with the Sanitary District.

Mayor Burnside requested item #11:

11. **Discussion, consideration, and possible direction to staff relative to the Camp Verde Sanitary District IGA Section IV – Special Use Permit wherein the Town agrees to work with the District to renew the Special Use Permit with the Forest Service that expires in 2014.**

On a motion by Burnside, seconded by Garrison, the Council unanimously directed staff to start the required process for the access to the Park and the 15 acres, on one application to the Coconino County Forest Service.

Burnside explained that the Sanitary District has a road Special Use Permit to their property; the Town's lease explicitly states that it does not have access to that road. The Forest Service is the only entity that is allowed an overlay of a road in connection with a Special Use. In order to have legal access to the 15 acres as well as an extension north for an easterly access to the Master Planned Community Park, which is not now available, Burnside is asking Council to direct staff to start the necessary process through an application to the Forest Service. During the ensuing discussion, German commented that there should be no problem to get the necessary right of way; the NEPA process has already been completed. With minor paperwork, the Town should be able to access the Community Park, and the Forest Service has indicated willingness to cooperate. In response to some concern about engineering and other issues that may be involved, Town Engineer Ron Long agreed that there are issues, but he understands from contacts with Forest Service personnel that they will help with getting the entrance to the Park, and outlined the planned route for the right-of-way easement, or Special Use Permit. Improvements to the road will require working with the Corps of Engineers in connection with the 404 wash. Long confirmed that getting access to the 15 acres is a separate issue, and will also require a Special Use Permit for an overlay and to widen the road. Burnside reviewed highlights from the Sanitary District actual lease that identifies it as a Private Road Special Use Permit; exact specifications must be set forth in the application; and the term is for 10 years and renewable in 10 years. Burnside referred to the document for further specifications, including the stipulation that the Forest Service maintains complete control and ownership and right to use the right-of-way, or terminate it. It was agreed that the two issues, legal access to the 15 acres and access to the Park, may be covered in one application to the Forest Service.

New Business:

12. **Presentation by Bob Frankenberger and Eric Vondy from State Historic Preservation Office (SHPO) regarding the planning charrette process utilized by SHPO in other Arizona communities, followed by discussion, consideration, and possible direction to staff to coordinate with SHPO to conduct a planning charrette for the creation of a civic plan for the downtown area of Camp Verde at a cost of approximately \$15,000.** This is an unbudgeted item from the Contingency Fund. Staff Resource: Matt Morris

On a motion by Whatley, seconded by Garrison, the Council **voted 5-2** to direct staff to explore other economic development strategies to help sustain the viability of Main Street in the Downtown area; **with German and Roulette opposed.**

Special Projects Administrator Morris said that the presentation is made as a follow-up to the meeting of February 3rd, at which time Council directed staff to contact SHPO and request their assistance with a design charrette. Morris introduced Bob Frankenberger

and Eric Vondy who are present to answer questions regarding how the charrette process has been followed in other cities and how it might work for Camp Verde. Morris distributed two sample reports from other cities on the process, adding that the project should look at the proposed action as an investment in the future, but one that would require the full cooperation by the community in order to achieve success. Although various professionals would participate in the process on a pro bono basis, the Town would be expected to cover the cost for their lodging and related expenses, in the approximate amount of \$15,000.

The members discussed taking advantage of the opportunity that could possibly help the businesses, which is of great concern; the timing and specific areas involved; the past studies conducted and financed; the need to attract new businesses, and the need to have the cooperation of all of the community, as well as the cost to the Town in light of the diminishing revenues and funds on hand.

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Howard Parrish commented that the Downtown area is where the help is needed; half the buildings in Town are empty.

Dave Freeman, a member of the Chamber and a small business person, spoke at length on the need for the Town to have a passion in order to grow, a sense of itself, and that needs to be expressed to the world at large; there must be incentives in order to attract new businesses and new growth, and the proposed charrette is one of the necessary tools to use for that purpose.

There was no further public input.

A recess was called at 8:31 p.m.; the meeting was called back to order at 8:43 p.m.

Prior to addressing Item 13, Whatley suggested that Items 17 and 18 be heard next, in response to a request from members of the audience; it was agreed to honor that request.

13. **Discussion and consideration regarding activities and estimated costs as they pertain to the operation, administration, and bus purchase costs relative to the planning and budgeting of a public transit system, followed by possible direction to staff to proceed with the following: a) Preparation of a letter to Arizona Department of Transportation (ADOT) indicating the Town's interest in completing or updating a Public Transit Feasibility and Implementation Study, adding that the study is not to exceed \$50,000 in grant funding; b) designating a staff member as the local Project Manager; and c) authorization to reappropriate funds to meet the Town's 20% match requirement for the grant of approximately \$10,000. This is an unbudgeted item from the Contingency Fund. Staff Resource: Valerie House**
There was no action taken.

Administrative Assistant Valerie House said that she had prepared the subject report in response to direction from Council during this past year. The Council members complimented Ms. House on the well-prepared, comprehensive report. There was a brief discussion regarding the prohibitive costs presented in the report, and general agreement opposing spending any funds for anything at this time.

14. **Discussion, consideration, and possible authorization to use an on-line auction service to dispose of surplus property and equipment. Staff Resource: Ron Long**
On a motion by Baker, seconded by Whatley, the Council unanimously directed staff to, (1), work with the City of Tucson to bring to Council a cooperative purchasing agreement for Council's approval; and (2) then work with the Public Group to formalize auction procedures for the Town of Camp Verde.

Public Works Director Long said he had been made aware of an On-Line Auction program that is used by the Cities of Tucson and Cottonwood with fairly good success in disposing of surplus items. Administrative Assistant Deborah Ranney first pointed out that there would be no cost involved. Staff is requesting permission to come back with a Consent Agenda item for a cooperative Purchase Agreement with the City of Tucson to participate with the Public Group in an On-Line Auction.

15. **Discussion, consideration, and possible approval of Resolution 2010-808, a Resolution of the Mayor and Council of the Town of Camp Verde, Yavapai County, Arizona, approving and adopting the Intergovernmental Agreement between the Town of Camp Verde and the Camp Verde Unified School District No. 28 of Yavapai County allowing: South Verde Technology Magnet High School (South Verde High School) students from the Camp Verde Unified School District #28 to make use of the Town gymnasium and soccer fields for the purposes of Physical Education Instruction. Staff Resource: Ron Long**
On a motion by Baker, seconded by German, the Council unanimously approved Resolution 2010-808, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving and adopting the Intergovernmental Agreement between the Town of Camp Verde and the Camp Verde Unified School District No. 28 of Yavapai County allowing: South Verde Technology Magnet High School (South Verde High School) students from the Camp Verde Unified School District #28 to make use

of the Town gymnasium and soccer fields for the purposes of Physical Education Instruction, **and also with the changes that Councilor German requested.**

Long explained that the proposed formalized agreement with Camp Verde Unified School District was brought to Council for approval to allow the South Verde Technology magnet School students to use the Town gymnasium and soccer fields; they have been using the facilities for some time in the past without a formal agreement in place. Staff is trying to get these types of uses properly formalized into agreement to bring them to Council for approval. Long confirmed that the arrangements has been working satisfactorily; staff is working with faculty to avoid any problems. After some discussion, Item C. set forth in the Resolution was amended to read, (amendment underlined), "Camp Verde Union High School agreed to perform three to five hours of Community Service per student per month, Community Service will be coordinated with the Town of Camp Verde, Maintenance Division." It was agreed that the IGA will also incorporate that provision. In response to a request for clarification, Long confirmed that the schedule for use of the gymnasium and fields will be on a set daily schedule, based on the regular class times. Councilor German expressed her objection to the South Verde High School students using the Town gymnasium when they could be using the high school gym, and her concern that the students walk through the parking lot without courtesy or regard for vehicular traffic; Long said he would take steps to require the students to use the safe crossing at the corner. Long assured the Council that the use of the gym did not cause additional air conditioning expense for the Town.

16. **Discussion, consideration, and possible approval of the following:** Staff Resource: Lisa Elliott
- a) **Voluntary Retirement Incentive Program, to include the timeline, application and agreement.**
 - b) **Establishing incentive amounts by increasing the range of sick leave payout by an additional 10% to 100%. The current payout for eligible employees is 50%. The recommended cap is \$27,000, which is unbudgeted and will come from the Contingency Fund. The balance remaining in the Contingency Fund as of April 7, 2010 is \$27,324.62.**
 - c) **Authorization to reappropriate Contingency Funds to fund the increased Sick Leave Accrual cash-outs.**
- On a motion by German, seconded by Garrison, the Council **voted 5-2** to approve (1) the establishment of a Retirement Incentive Program with the parameters and guidelines as approved by Council; and (2) the re-appropriation of Contingency Funds in the amount of \$20,000 to fund the increased Sick Leave Accrual cash-outs; **with Kovacovich and Whatley opposed.**

On a motion by Baker, seconded by Roulette, the Council **voted 5-2** to amend the re-appropriation to \$10,000 instead of \$20,000; **with Kovacovich and Garrison opposed.**

Lisa Elliott explained that at the April 7th meeting, Council had directed staff to bring back information regarding establishing a retirement incentive program based on the criteria that Council set forth at that meeting. Elliott reviewed those criteria that included the requirement that employees must qualify for full retirement status, the amounts required to pay out additional sick time up to 100%, the time frame within which employees will be required to submit letters of interest, June 20th 2010 as the target date to retire, and a cap on the amount available for increased payout. As noted in the agenda packet there are potentially eight employees who might qualify for full retirement, although it is not known at this time which employees might take advantage of the program. Elliott also reviewed the different sick leave accrual payout percentages and the available balance in the contingency fund. To confirm their understanding of the information outlined, the members discussed with Elliott the figures presented, the potential effect on the Town's finances, and the recommendations made by staff. It was noted that the incentive program would appear to be an added expenditure at this time; however, Elliott said that the money would be recouped in the future by bringing in people at lower salaries and seeing those savings; also, all departments have expressed concern about positions having to be held vacant since the number of staff is at a critical point right now. Council also confirmed that they are in general agreement with the three-week time period to submit letters of interest.

Note: The following Items 17 and 18 were heard prior to Item 13 and subsequently the remainder of the Agenda.

Councilor Roulette requested item 17:

17. **Discussion, consideration and possible direction to staff relative a possible tax increase of less than 1%.**
- On a motion by German, seconded by Baker, the Council **voted 3-4** to raise the Sales Tax a minimum of three-quarters of a cent, with one-quarter of that being designated for the building of the Library; **with Burnside, Whatley, Garrison and Kovacovich opposed; the motion was denied.**

Roulette said he had requested this item since at the previous meeting it had not been possible to discuss raising the Sales Tax less than 1 percent. It had been suggested that there was a possibility of helping to balance the budget with the employees agreeing to a 5% reduction in pay and a Sales Tax increase of .25 percent. There was comment that some citizens have indicated that if the Council voted for any raise in the tax at all, a group has been formed that would force the issue to a public vote. The members discussed bringing the issue to a November vote, although that would delay realizing any revenue until well into next year. The members expressed sharply divided opinions on a tax increase, including a recommendation for raising the tax at least 3/4^{ths} of a percent with 1/4th to be allocated to the Library building fund, as well as comments on the perceived strong opposition of the

community to a raise in light of the current 1 percent increase scheduled for a vote in May by the State. It was also suggested that any decision should be withheld until after the 2010-11 budget has been balanced and approved, at which time the public will be aware of the cuts in services that had to be made.

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Jim Ash stated that he is in favor of the tax increase; he would like to see a new Library in his lifetime.

Charlie German said the history of Camp Verde is based on individuals grouping together to get things done in the community; the Fire District and the schools impose taxes of their own and are able to make necessary improvements. Citizens are looking to the Council to provide support for their efforts to raise funds and go for the loans.

Irene Peoble commented that the Council should realize that if the tax is not increased, the Town finances might fall even farther behind by waiting until it is put on the ballot.

Linda German suggested a tax increase of .75 percent, with .25 percent for construction of the Library; and to look at including the hotels in the raise as well; it is wrong to not have higher retail taxes for the hotel industry.

There was no further public input.

Following the public input, there was further discussion with Finance staff regarding the accommodation and construction taxes, and confirmation that any tax increase would only pertain to the items that are currently taxed at 2%.

Councilor Garrison requested item 18:

18. **Discussion, consideration, and possible direction to staff relative to preparing a tax increase proposition for the November ballot. If accepted, this item will also include approval of the ballot language.**

On a motion by Garrison, seconded by Kovacovich, the Council **voted 5-2** to direct staff to move forward with taking the tax increase to the voters on the November ballot, to raise the tax by one percent; **with German and Baker opposed.**

Garrison said she had discussed with the Town Clerk the legality as well as the time line involved in taking a tax increase to a vote in November; Barber confirmed that the cost would amount to approximately at least \$6,000 and would be incurred in the next fiscal year. The members voiced strong conflicting opinions on the issue, pointing out the cost involved to put the tax increase issue on the ballot in light of the anticipated budget severe shortfall, as opposed to cost if the Council made the decision, countered with the belief that the public should be allowed to make the decision at the polls.

Mayor Burnside requested item 19 & 20:

19. **Discussion, consideration, and possible direction to staff relative to an application for funding from USDA Rural Development for the construction of a new library.**

On a motion by Burnside, seconded by Kovacovich, the Council voted 6-1 to **not move** on the application for funding; **with German opposed.**

Burnside said that applications for funding must be submitted by September, and the Town must be able to commit to a loan payment. Barber explained that the loan must be applied for and denied, after which RDA will step in and guarantee the loan, but the Town will have to be able to follow up with a commitment and the Town does not have the capacity to make any loan payment without going forward with a bond election. After a brief discussion, the members expressed general agreement for not moving forward on the application for funding.

20. **Discussion, consideration, and possible direction to staff to put in an access road and gate off of McCracken Lane, as this is the only legal access to the Community Park at this time.**

There was no action taken.

Burnside said that his intent is to try to move forward with the Park rather than let it just sit for another two years; McCracken Road is a public road and the Park belongs to the public. He is proposing to put in a culvert closest to the Forest Service, create a working construction road to go up there, clean up the building as a construction site in order to get started to work on the Park. Burnside said that what he is proposing will cost the Town nothing. The members discussed the proposal made by Burnside, questioning the objective, the absence of a plan or permits and the possibility of ending up doing something haphazardly, as well as deviating from the master plan approved by the community. There was also concern about vandalism currently becoming a problem. Burnside reiterated in detail his suggestion for simply providing access to the Park at this time, adding that there are volunteers who are ready to start that work on the Park. There was also some discussion, with input from Long, regarding the funds expended to date for the

master plan and the engineering. Elliott commented on the possibility of having to provide Workers Comp for volunteers, although Smith said that they could sign waivers, according to Town's Risk Management.

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Deborah Ranney encouraged the Council members, before making any decision, to see for themselves what has been done to the airstrip, the trash, carcasses from dead animals from hunts; by opening up the Park land, giving them a gate, the Town will just be inviting a lot of trouble; it will not be secured. The public deserves to have a Park that is done right the first time.

Irene Peoble said that McCracken Road started out as a dirt road, there was no engineering. Once one dirt road gets in, it stays.

Charlie German agreed with what Ms. Ranney said, adding that we should do it the way we said we would; get a plan.

There was no further public input.

After discussion, Burnside announced that he will pull this item; however, he will not stop working on the Park. Burnside said that if anyone from the public wants to, they can come out and help him because that is exactly what he is going to do. Sitting and waiting is not an option, in his opinion.

- 21. **Call to the Public for Items not on the Agenda.**
There was no public input.
- 22. **Advanced Approvals of Town Expenditures.**
There were no advanced approvals.
- 23. **Manager/Staff Report**
There was no Manager/staff report.
- 24. **Adjournment**
On a motion by Baker, seconded by Whatley, the meeting was adjourned at 10:54 p.m.

Bob Burnside, Mayor

Margaret Harper, Recording Secretary

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on the 21st day of April 2010. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2010.

Debbie Barber, Town Clerk

4 a.3

**MINUTES
SPECIAL SESSION
MAYOR and COMMON COUNCIL
of the TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street #106
WEDNESDAY, APRIL 21, 2010
5:15 p.m.**

**Minutes are a summary of the actions taken. They are not verbatim.
Public input is placed after Council motions to facilitate future research.
Public input, where appropriate, is heard prior to the motion**

1. Call to Order

Mayor Burnside called the meeting to order at 5:15 p.m.

2. Roll Call

Mayor Burnside, Vice Mayor Kovacovich, and Councilors Baker, Garrison, German, Roulette, and Whatley were present.

Also present:

Acting Manager David R. Smith and Town Clerk Deborah Barber were present. Town Attorney Bill Sims was present telephonically.

Mayor Burnside read the agenda item aloud. On a motion by Baker, seconded by Whatley, the Council voted unanimously to hear the item in executive session for legal advice.

The Special Session was recessed at 5:16 p.m. and reconvened at 5:38 p.m.

3. Discussion, consideration, and possible direction to staff relative to negotiations with California Hotwood, Inc., and business entities and affiliates related to the Zellner family.

Note: Council may vote to go into Executive Session pursuant to ARS §38-431.03(A)(3) for discussion or consultation with the attorney for legal advice and §38-431.03(A)(4) for discussion or consultation with the attorney in order to consider Council's position regarding contracts that are the subject of negotiation, in pending or contemplated litigation, or in settlement discussions in order to avoid or resolve litigation. (Staff Resource: Town Attorney)

Council took no action on this item.

4. Adjournment

On a motion by Whatley, seconded by Baker, the meeting was adjourned at 5:38 p.m.

Bob Burnside, Mayor

Deborah Barber, Town Clerk

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Special Session of the Town Council of Camp Verde, Arizona, held on the 21st day of April 2010. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2010.

Deborah Barber, Town Clerk

4c.



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: May 5, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: Annual Emergency Management IGA

Agenda Title (be exact):

Possible approval of an Emergency Management Intergovernmental Agreement with Yavapai County Office of Emergency Management for emergency services, possible reappointment of Marshal David R. Smith as the Town's Emergency Management Coordinator, and authorization to include \$3,969 in the FY 2010/11 Budget for these services.

Purpose and Background Information:

This is an annual Agreement that allows Yavapai County to work with the Town to provide emergency services and related activities. The Agreement states the Town will appoint an Emergency Management Coordinator who shall be responsible for the organization, administration, and operations of local emergency management, subject to the direction and control of the chief executive officer or governing body. The term of this agreement is for one year commencing July 1, 2010 and may be extended from year to year by mutual agreement of the parties prior to June 30 of the term.

Recommendation (Suggested Motion):

Approve the Emergency Management Intergovernmental Agreement with Yavapai County Office of Emergency Management for emergency services, possible reappointment of Marshal David R. Smith as the Town's Emergency Management Coordination, and authorization to include \$3,969 in the FY 2010/11 Budget for these services.

OR

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: This is the same agreement that is submitted by the County each year.

Submitting Department: N/A

Contact Person: Dave Smith

Action Report prepared by: Virginia Jones



YAVAPAI COUNTY

Office of: Emergency Management



Monday April 19, 2010

Ms. Deborah Barber, Clerk
Town of Camp Verde
473 S. Main Street
Camp Verde, AZ 86322

Re: Annual Emergency Management IGA

Dear Ms. Barber:

Enclosed is the Emergency Management IGA for fiscal year July 1, 2010 through June 30, 2011.

Please obtain the appropriate signatures and **return all three originals to me** at your earliest convenience. They will then be signed by the Yavapai County Board of Supervisors, recorded, and one original will be returned to you.

Some benefits provided to the Town during the past year include:

- Notification of hazardous conditions (Fire, flooding, wind storms, traffic incidents)
- On call availability to the Town, 24/7
- Over \$230,000 awarded in grants to upgrade the county-wide communications system
- On call 24/7 alternative communications capability (Amateur Radio)
- Monitor and assist with compliance on Homeland Security training & reporting mandates
- Homeland Security and emergency management training classes at no cost

Please forward the attached invoice to your Finance Department.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Nick Angiolillo".

Nick Angiolillo
Coordinator
Yavapai County Emergency Management

Enclosures



Yavapai County
Emergency Management
1100 Commerce Drive
Prescott, AZ 86305

DATE: July 1, 2010
INVOICE # 10701
FOR: IGA

Bill To:
Town of Camp Verde
Deborah Barber, Clerk
473 S. Main Street
Camp Verde, AZ 86322

DESCRIPTION	AMOUNT
Services provided by and IGA to establish Unified Emergency Management with Yavapai County (See IGA Attachment B)	\$3,969.00
TOTAL	\$ 3,969.00

Make all checks payable to: YC Emergency Management

**INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF
UNIFIED EMERGENCY MANAGEMENT**

THIS AGREEMENT, made and entered into this 5th day of MAY 2010, by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona, hereinafter called "County" and the TOWN OF CAMP VERDE, a municipal corporation of the State of Arizona, hereinafter called "Town" as follows:

WHEREAS the County has established an Office of Emergency Management and;

WHEREAS the County has the capability to manage a unified emergency management organization and;

WHEREAS the parties are empowered to enter into this agreement pursuant to ARS " 11-952, 26-307, and 26-308.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and the sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The County and the Town shall establish a unified emergency management organization for the purpose of preparing plans for the preservation and safety of life and property and making provisions for the execution of these plans in the event of enemy attack upon the United States of America and/or in the event of any peacetime natural, technological, or manmade emergency or disaster within the County or Town. See Attachment A for list of definitions. See Attachment B for a comprehensive list of services provided.
2. The unified emergency management organization is hereby designated as the Yavapai County Joint Office of Emergency Management.
3. The County will perform the following services with the Town:
 - a. Include emergency operations of the Town in the County Disaster Response Plan (DRP) covering emergencies and disasters;
 - b. Aid and advise the Town with regards to training of employees that may be responsible for emergency management/homeland security duties;
 - c. Review the Town Disaster Response Plan for completeness, compatibility and compliance with the National Incident Management System (NIMS), County Disaster Response Plan and State Emergency Operations Plans and provide improvements and updates as necessary.

- d. Provide assistance to the Town to develop/update emergency management plans, procedures, and programs in each of the following areas, such list not to be exclusive: Continuity of Government, Direction and Control, Law and Order, Fire Services, Emergency Evacuation, Shelter, Public Services, Recovery, Mitigation, Persons with Special Needs, Radiological Safety, Warning and Public Information, Transportation, Communications, Mass Care and Mass Casualty. The above plans and programs will be coordinated with and approved by the various Town departments effected by said plans and programs;
 - e. Assist the Town with developing and/or updating a current inventory of all equipment and supplies available in the Town for use in the event of any disaster;
 - f. Provide a current inventory of all equipment and supplies available in the County to assist the Town in the event of any disaster;
 - g. Provide technical assistance in obtaining Federal or State funds which may become available to the Town for emergency services purposes, and in the acquisition of surplus or other property for emergency services purposes by the Town;
 - h. Complete and submit all report requirements emanating from State or Federal Government Agencies;
 - i. In the event of disaster confined to the Town, provide emergency assistance as requested, within the limits of the ability of the County to so provide, and coordinate assistance furnished by other agencies in accordance with mutual aid agreements, State and/or Federal laws.
4. That the Town shall:
- a. By this agreement become a member of the Yavapai County Joint Office of Emergency Management;
 - b. Appoint an Emergency Management Coordinator who shall be responsible for the organization, administration, and operations of local emergency management, subject to the direction and control of the chief executive officer or governing body. Upon request by Town officials, the county will provide assistance with emergency management under normal and/or emergency or disaster conditions.
 - c. Accept joint responsibility to maintain and keep current the Yavapai County Disaster Response Plan and Guides as it relates to the Town;
 - d. Accept responsibility to maintain and keep current the Town Disaster Response Plan and Guides;

- e. In relation to emergency management issues, delegate to the County such lawful authority and responsibility as shall be deemed necessary by the Town;
 - f. Budget and contribute to the County for the fiscal year commencing July 1, 2010 and ending June 30, 2011, the sum of \$3,969.00.
5. It is hereby mutually agreed:
- a. The Yavapai County Office of Emergency Management will include representation of all signatory parties;
 - b. The Yavapai County Office of Emergency Management shall be comprised of a County Director appointed by the Yavapai County Board of Supervisors, and other personnel as deemed necessary by the County Board of Supervisors;
 - c. The County Emergency Management Director who is and shall be appointed by the Yavapai County Board of Supervisor's, shall act as the Director of the Yavapai County Joint Office of Emergency Management;
 - d. The term of this agreement is for one year commencing July 1, 2010, and may be extended from year to year by mutual agreement of the parties prior to June 30 of the term, stating the compensation to be paid for service during such extended term and other charges;
 - e. Pursuant to ARS ' 38-511, the parties may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of that party is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, that party may further elect to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this agreement on behalf of that party from any other party to the agreement arising as a result of this agreement.

YAVAPAI COUNTY

A political subdivision of the State of Arizona

By: _____ Date: _____

CHIP DAVIS
Chairman, Board of Supervisors

ATTEST:

_____ Date: _____

JULIE AYERS
County Clerk

Pursuant to ARS ' 11-952(D), the undersigned Deputy County Attorney has determined that this agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to Yavapai County.

_____ Date: _____

DAVID S. HUNT
Deputy County Attorney

TOWN OF CAMP VERDE

A municipal corporation of the State of Arizona

By: _____ Date: _____

BOB BURNSIDE
Mayor

ATTEST:

_____ Date: _____

DEBORAH BARBER
Town Clerk

Pursuant to ARS ' 11-952 (D), the undersigned Town Attorney has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Town of Camp Verde.

_____ Date: _____

WILLIAM J. SIMS, III
Town Attorney

Attachment A

LIST OF DEFINITIONS

"EMERGENCY," as defined in ARS ' 26-301, means the existence of conditions of disaster or of extreme peril to the safety of persons or property within the territorial limits of the county, city, or town, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of such political subdivision as determined by its governing body and which require the combined efforts of other political subdivisions.

"DISASTER," as defined in Section 102, Public Law 93-288, means any hurricane, tornado, storm, flood, high-water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe in any part of the United States which, in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance to state and local governments under the Disaster Relief Act of 1974.

Attachment B

Yavapai County

EMERGENCY MANAGEMENT / HOMELAND SECURITY

Services provided by County Emergency Management/Homeland Security under the IGA for the establishment of unified Emergency Management:

SERVICES:

- 24/7 Real Time Hazard Alert/notifications/bulletins
- 24/7 Emergency alternative communications capability
- Emergency/Disaster Response & Recovery Notification, Operations, Coordination and Staff augmentation
- Disaster Response Plan, Continuity Plan development and maintenance
- Homeland Security Grant Participation
- Risk/Hazard Analysis
- Staff Training (EOC, Disaster Plan, Continuity Plans)
- Free Freedom Corps Training
- Liaison to State and Federal Resources
- Public Education Program development and implementation assistance
- Hazard mitigation analyses and plan development.
- Exercise Development/Training/Implementation/Evaluation
- Emergency Management, NIMS, Homeland Security Training
- EPA/LEPC Representation
- Special Studies/Projects
- Damage Assessments
- Provide brochures, booklets, pamphlets, checklists or other information in support of local Emergency Management issues or initiatives.
- Other Emergency Management support as needed.

RATE: \$.43 per person, per year based on the latest official census.



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date:

Meeting Type: Regular Session

Consent Agenda Regular Business

Reference Document: Resolution 2010-811

Agenda Title (be exact):

Discussion, consideration, and possible approval of Resolution 2010-811, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, requesting that the Arizona Department of Transportation establish a dedicated winter maintenance fund in the FY 2011 ADOT operation Budget.

Purpose and Background Information:

During a recent NACOG meeting it was requested that Cities and Towns support a resolution requesting the Arizona Department of Transportation establish a dedicated winter maintenance fund in the FY 2011 operation budget specifically for use of snow removal in the Northern portion of the State.

Recommendation (Suggested Motion):

Approve Resolution 2010-811, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, requesting that the Arizona Department of Transportation establish a dedicated winter maintenance fund the FY 2011 ADOT operation Budget.

OR

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Council

Contact Person: Councilor Garrison
Action Report prepared by: V. Jones



Resolution No. 2010-811

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
REQUESTING THAT THE ARIZONA DEPARTMENT OF TRANSPORTATION ESTABLISH A
DEDICATED WINTER MAINTENANCE FUND
IN THE FY 2011 ADOT OPERATING BUDGET**

WHEREAS, ADOT's current operating budget provides equal maintenance funding to Engineering Districts based only on system mileage, regardless of climate; and

WHEREAS, ADOT Engineering Districts in northern Arizona must use allocated maintenance funds for routine maintenance of state highways, in addition to funding all winter maintenance operations, materials and equipment from the same budget; and

WHEREAS, ADOT Engineering Districts in northern Arizona could improve both routine maintenance and winter maintenance of state highways if dedicated funds were budgeted for winter maintenance; and

WHEREAS, continued decreases in ADOT's operating budget may force both temporary and seasonal closures of state highways in FY 2011 due to lack of adequate funding for labor and resources; and

WHEREAS, local governments and businesses in northern Arizona face substantial economic impacts should ADOT implement temporary or seasonal state highway closures; and

WHEREAS, decreased levels of winter maintenance and snow removal activities on state highways place the traveling public at greater risk and inconvenience.

NOW, THEREFORE BE IT RESOLVED by Mayor and Common Council of that Town of Camp Verde request that ADOT actively work to establish a dedicated winter maintenance fund in the FY 2011 operating budget to provide equitable maintenance resources to ADOT Engineering Districts in northern Arizona faced with unique winter operating conditions.

PASSED AND APPROVED by majority vote of the Common Council at the regular meeting of May 5, 2010:

Bob Burnside, Mayor

Attest:

Approved as to form:

Deborah Barber, Town Clerk

William Sims, Town Attorney

4e.



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: May 5, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Session**

Reference Document: Execution of a Cooperative Purchasing Agreement with the City of Tucson.

Agenda Title: Approval by Mayor and Council and execution by the Mayor of the Cooperative Purchasing Agreement (CPA) between the Town of Camp Verde and the City of Tucson.

Purpose and Background Information: At the April 21, 2010 Regular Council Meeting, Staff received direction to facilitate a Cooperative Purchasing Agreement between the City of Tucson and the Town of Camp Verde. Once the CPA is fully executed by all parties, Staff will work with the Public Group to set up the Town's web connection, begin an advertising cycle to inform the public of this procedure change, and start Staff training. The first web auction is expected to be within the next 4 – 6 months.

Recommendation (Suggested Motion): Move to approve the Cooperative Purchasing Agreement between the City of Tucson and the Town of Camp Verde.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Public Works

Contact Person: Ron Long

Action Report prepared by: D. Ranney



CITY OF TUCSON COOPERATIVE PURCHASING AGREEMENT

This Agreement entered into this 5th day of MAY, 2010 between the City of Tucson hereinafter called the "City" and TOWN of CAMP VERDE, a public procurement unit, hereinafter called "eligible procurement unit," to permit the eligible procurement unit to purchase materials and services from vendors at the prices and terms contained in contracts between the City of Tucson and those vendors. Any eligible procurement unit may enter into an Agreement with the City of Tucson Department of Procurement for the purpose of utilizing their respective cooperative contracts. (Arizona Revised Statutes Section 41-2632).

In consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result thereof, the parties agree as follows:

1. The City shall make available certain contracts to the eligible procurement units.
2. For those contracts awarded by the City, specifications for the materials and services will be determined by the City of Tucson Department of Procurement.
3. City procurement processes shall be conducted in accordance with the City's Charter (Chapter 28), the City Procurement Code and City Department of Procurement administrative policies and procedures. The eligible procurement unit will insure that its own legal requirements are met and shall be responsible for any additional actions that may be necessary to meet those requirements.
4. The City may invite an eligible procurement unit to participate in any solicitation.
5. The eligible procurement unit shall:
 - a. Insure that purchase orders issued against eligible City contracts are in accordance with the terms and prices established in the City contract.
 - b. Make timely payments to the vendor for all materials and services received in accordance with the terms and conditions of the City contract. Payment for materials or services and inspection and acceptance of materials or services ordered by the eligible procurement unit shall be the exclusive obligation of such unit.
 - c. Not use a City contract as a method for obtaining additional concessions or reduced prices for contracted materials or services. The eligible procurement unit shall not advertise or market City contracts without the City's prior written consent.
 - d. Be responsible for ordering materials or services under this agreement. The City shall not be liable in any fashion for any violation by eligible procurement unit of this agreement, and the eligible procurement unit shall be responsible for any liability which may arise from action or inaction of the eligible procurement unit relating to this agreement or its subject matter.
6. The exercise of any rights or remedies by the eligible procurement unit shall be the exclusive obligation of such unit; however, the City, as the contract administrator and without subjecting itself to any liability, may join in the resolution of any controversy should it so desire.
7. The City may terminate this Agreement if the eligible procurement unit fails to comply with the terms of a City contract.

8. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated in accordance with its terms. This Agreement supersedes any and all previous cooperative purchase agreements.
9. Either party may terminate this Agreement with at least thirty- (30) days written notice to the other party.
10. Failure of the eligible procurement unit to secure performance from the contractor in accordance with the terms and conditions of its purchase order does not necessarily require the City to exercise its own rights or remedies.
11. This Agreement may be cancelled pursuant to the provisions of A.R.S. 38-511.
12. This Agreement is exempt from the provisions of A.R.S. 11-952, Subsections D and F under provision of A.R.S. 41-2632.
13. The City and the eligible procurement unit agree not to discriminate against any employee or applicant for employment in violation of the terms of Federal Executive Order 11246 and State Executive Order No. 99-4, A.R.S. 41-1461 et. seq.
14. Appropriate action by ordinance, resolution or otherwise pursuant to the laws applicable to the eligible procurement unit shall be necessary before this agreement becomes effective.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto by their proper officers on the dates indicated.

FOR THE ELIGIBLE PROCUREMENT UNIT:

FOR THE CITY OF TUCSON:

Signature

Signature

Printed Name

Printed Name

Title

Title

Dated this ___ day of _____, 20__

Dated this ___ day of _____, 20__

APPROVED AS TO FORM:

Attorney for Eligible Procurement Unit

Dated this ___ day of _____, 20__

Form approved this 9th day of January, 2009, for the City of Tucson. (Form with original signature of approval is on file in the City Clerk's Office.)

David L. Deibel
David L. Deibel, Principal Assistant City Attorney



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: May 5, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: Facility Use Agreements

Agenda Title (be exact):

Discussion, consideration, and possible approval of five (5) facilities use agreements between the Town of Camp Verde and Alcoholics Anonymous, Camp Verde Adult Reading, Salvation Army, Historical Society and the Farmer's Market for a period of three years.

Purpose and Background Information:

Alcoholics Anonymous and Adult Reading began utilizing the Town's facilities over 15 years ago. Farmer's Market began 3 years ago and Salvation Army over a year ago. At the April 7, 2010 Council meeting, staff was directed to bring back a lease for the Old Jail Building located on Holloman St.. While staff was preparing a facilities use agreement for Bread of Life Mission, staff researched and found that there were no agreements in place for four (4) other organizations. The community center can provide adequate parking, ADA accessibility and enough room to accommodate the large number of citizens that these organizations help in our community. Each of these organizations provides a very important service to our citizens. For convenience purposes, each agreement was put on the same three (3) year term as the Bread of Life Mission, so that the renewals will all come at the same time.

Recommendation (Suggested Motion):

1. Move to approve facility agreements between the Town of Camp Verde and Alcoholics Anonymous, Camp Verde Adult Reading, Farmer's Market, Historical Society and Salvation Army for a period of three years.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

This is the same agreement that was prepared for the Bread of Life Mission in August of 2009 and it was reviewed by the attorney. These four agreements are the same form and have not been reviewed again.

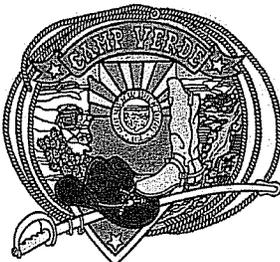
Attorney Comments: N/A

Submitting Department: Public Works

Contact Person: Ron Long

Action Report prepared by: L. Moore

Town of Camp Verde Facilities Use AGREEMENT



**Between
The Town of Camp Verde
and
Alcoholics Anonymous**

The Parties to this Facilities Use AGREEMENT (herein referred to as "AGREEMENT") are Alcoholics Anonymous (herein referred to as "AA"), an Arizona Corporation and the Town of Camp Verde, Yavapai County, Arizona, a municipal corporation of the State of Arizona (herein referred to as the "Town").

The parties agree that the point of contact for the respective parties are as follows:

For the Town:

Bob Burnside, Mayor
473 South Main Street
Camp Verde, AZ 86322

For the AA:

Kevin Jones, Treasurer
P.O. Box 1102
Camp Verde, AZ 86322

Purpose of this AGREEMENT: To facilitate certain uses of Town property to support and promote the AA's community service and opportunities that benefit the public, the AA and the Town.

This Agreement is made with reference to the following factors:

- 1. Property and Use:** The Town agrees that the "AA" is authorized to utilize certain Town-owned properties and facilities within the corporate limits of the Town, for the AA's program for support for recovering alcoholics and corresponding group and community events.

The authorized Town facilities that the AA may utilize for their Sunday through Saturday, program include: the Town's Community Center room 205 (exclusive use) and surrounding exterior facilities, adjacent kitchen, bathrooms, and related parking lots.

The AA agrees to conduct all activities associated with this AGREEMENT in a professional, careful and safe manner. When using any Town-assigned facility, or any portion thereof, the AA agrees to comply with all applicable State, Federal or Town ordinances and regulations. It is further understood that the AA will adhere to all written Town policies concerning the use and occupancy of any particular Town-assigned facility. Upon the completion of any use related herein, the AA agrees to leave any Town-assigned facility in as good order and condition as existed prior to the AA's use thereof.

2. **Relocation of Event:** The parties agree that under certain circumstances i.e. an emergency or an event beyond the Town's control that may necessitate the relocation of the AA's service for any use herein provided that their service can be relocated. This decision shall be so determined at the sole discretion of the Town concerning which particular Town-owned properties and facilities can be utilized under certain circumstances for the AA's event.
3. **Cancellation of Event:** The Town reserves its right to cancel the use of any preset time and place of usage for Town-assigned facility if the facility becomes unavailable for any reason, including emergencies. The Town will timely notify by verbal notification (as well as in writing to the AA, if time allows) any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as the Town is made aware that the requested facility is no longer available to the AA for the preset time and place of said Town-assigned facility.

The AA also reserves its right to cancel the use of any preset time and place of usage of Town-assigned facility if the AA cannot hold their event for any reason, including emergencies. The AA will timely notify by verbal notification (as well as in writing to the Town, if time allows) any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as the AA is made aware that they will not meet at the preset time and place of said Town-assigned facility.

4. **Term:** The term of the AGREEMENT shall be for a period of three (3) years and commence on May 5, 2010 and end on May 4, 2013. A similar AGREEMENT may be renewed upon the mutual agreement of both parties, under the same terms and conditions or re-negotiated. The Town shall complete any future AGREEMENT based on the then prevailing facts and circumstances and transmit it to the AA for review well in advance of the Council meeting in which a future AGREEMENT will be considered. The AA shall help coordinate this process through the Town Manager of the Town of Camp Verde and shall clearly identify the dates and times needed for use of Town facilities.
5. **Facility User Fees:** The Town waives any payment of user fee(s) during the term of the AGREEMENT in consideration for the Town allowing the use of the facility and the consideration of the Program's contribution and service to the community with respect to AA's program for support for recovering alcoholics.
6. **Improvements:** The AA shall not make any modifications or improvements to Town facilities without prior consent of the Town. Any office equipment, supplies or religious symbols brought to Town facilities by the AA shall remain the property of the AA.
7. **Insurance:** The AA agrees to procure and maintain - at its sole expense - a policy of General Liability Insurance limit of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate against claims for bodily injury, death and property damage and names the Town of Camp Verde, Arizona as an Additional Insured in connection with the AA's use of Town-assigned facilities as provided herein; the AA shall keep said policy in force for the duration of this AGREEMENT, and for any extension thereof. The AA shall provide the Town with the Certificate of Insurance (COI) evidencing such insurance coverage. This COI and the fully executed facilities AGREEMENT shall be returned simultaneously to the Town. Upon the Town's receipt of

both the aforementioned documents the AGREEMENT will be considered fully executed.

- 8. Indemnification:** The AA, its officers, employees and members shall through the signing of this AGREEMENT by an authorized party or agent, indemnify, hold harmless and defend the Town of Camp Verde and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the Town as a result of loss, damage or injury to person or property by reason of any action or of AA by the AA or its agents or employees pursuant to this agreement.

Nothing in this AGREEMENT shall be construed to make either party the legal representative or agent of the other, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of, or on behalf of, the other party. The relationship created by this AGREEMENT shall not be read so as to change the independent nature of either party.

- 9. Damage to Facility:** If any damage occurs to the facilities by the AA, the AA's officers must compensate the Town in order to repair the facilities.

- 10. Entire Understanding:** This AGREEMENT embodies the entire understanding and obligations between the AA and the Town for all uses of Town-assigned facilities pursuant to this AGREEMENT. The parties shall not be bound by, nor is either party liable for, any statement or representations, of any nature, not set forth in this AGREEMENT. Changes of any of the provisions of this AGREEMENT shall not be valid unless completed in writing and signed by both parties.

- 11. Suspension and Termination:** A non-breaching party may terminate this AGREEMENT for the failure of the other party to comply with the provisions of this AGREEMENT by giving the other party a thirty (30) day written notice of the failure to comply. Either party may terminate this AGREEMENT immediately if the other party files for bankruptcy or receivership, or takes any actions relating to insolvency, such as assignment for the benefit of creditors.

- 12. Assignment and Subletting:** The AA shall not have the right to assign this AGREEMENT, nor shall it allow any other person or entity to use or occupy a Town-assigned facility that has been authorized to be used by the AA pursuant to this AGREEMENT.

- 13. Arbitration:** In the event of a dispute hereunder, either party may exercise its right to cancel this AGREEMENT in writing. At the Town's sole discretion, it may choose to resolve any dispute pursuant to A.R.S. § 12-1518, utilizing the services of the American Arbitration Association.

- 14. Conflict of Interest:** The parties understand that this AGREEMENT is subject to cancellation pursuant to A.R.S. § 38-511, without penalty or further obligation on the part of the AA or the Town, if any person significantly involved in initiating, negotiating, securing, drafting or creating this AGREEMENT on behalf of the AA or Town, and said employee or agent of the Town or the AA, in any capacity, or a consultant to the Town or the AA, with respect to the subject matter of this AGREEMENT, and such association creates a conflict of interest or presents an appearance of impropriety at any time while this AGREEMENT, or any extension hereof, is in effect.

- 15. Governing Law:** The laws of the State of Arizona shall govern this AGREEMENT, the courts of which shall have jurisdiction of the subject matter hereof. If any portion of this AGREEMENT is found by a court of record to be in valid, the remaining portions shall remain in full force and effect.

16. Authority: The individual signing below on behalf of the Town hereby represents and warrants that he/she is duly authorized to execute and deliver this AGREEMENT on behalf of the Town and avows that this AGREEMENT is binding upon the Town in accordance with its terms.

For The Town:

Bob Burnside, Mayor

Attest: _____
Debbie Barber, Town Clerk

APPROVED AS TO FORM:

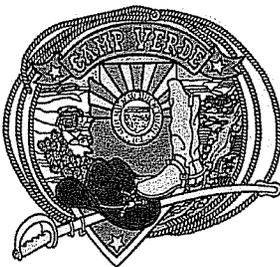
William J. Sims, Town Attorney

For the Alcoholics Anonymous

Printed Name: _____

Signature: _____

Town of Camp Verde Facilities Use AGREEMENT



**Between
The Town of Camp Verde
and
Salvation Army**

The Parties to this Facilities Use AGREEMENT (herein referred to as "AGREEMENT") are Salvation Army (herein referred to as "Army"), an Arizona Corporation and the Town of Camp Verde, Yavapai County, Arizona, a municipal corporation of the State of Arizona (herein referred to as the "Town").

The parties agree that the point of contact for the respective parties are as follows:

For the Town:

Bob Burnside, Mayor

Town of Camp Verde, 473 South Main Street

Camp Verde, AZ 86322

For the ARMY:

Bill Miles

688 S. Park Circle

Camp Verde, AZ 86322

Purpose of this AGREEMENT: To facilitate certain uses of Town property to support and promote the Salvation Army's community service and opportunities that benefit the public, the Army and the Town.

This Agreement is made with reference to the following factors:

- 1. Property and Use:** The Town agrees that the "Army" is authorized to utilize certain Town-owned properties and facilities within the corporate limits of the Town, for the Army's program for support for the community events.

The authorized Town facilities that the ARMY may utilize for their Wednesday and Thursday, meetings include: the Parks & Recreation Conference room, room 204, bathrooms, and related parking lots.

The ARMY agrees to conduct all activities associated with this AGREEMENT in a professional, careful and safe manner. When using any Town-assigned facility, or any portion thereof, the ARMY agrees to comply with all applicable State, Federal or Town ordinances and regulations. It is further understood that the ARMY will adhere to all written Town policies concerning the use and occupancy of any particular Town-assigned facility. Upon the completion of any use related herein, the ARMY agrees to leave any Town-assigned facility in as good order and condition as existed prior to the ARMY's use thereof.

- 2. Relocation of Event:** The parties agree that under certain circumstances i.e. an emergency or an event beyond the Town's control that may necessitate the relocation of the ARMY's service for any use herein provided that their service can be relocated. This decision shall be so determined at the sole discretion of the Town concerning which particular Town-owned properties and facilities can be utilized under certain circumstances for the ARMY's event.
- 3. Cancellation of Event:** The Town reserves its right to cancel the use of any preset time and place of usage for Town-assigned facility if the facility becomes unavailable for any reason, including emergencies. The Town will timely notify by verbal notification (as well as in writing to the ARMY, if time allows) any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as the Town is made aware that the requested facility is no longer available to the ARMY for the preset time and place of said Town-assigned facility.

The ARMY also reserves its right to cancel the use of any preset time and place of usage of Town-assigned facility if the ARMY cannot hold their event for any reason, including emergencies. The ARMY will timely notify by verbal notification (as well as in writing to the Town, if time allows) any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as the ARMY is made aware that they will not meet at the preset time and place of said Town-assigned facility.

- 4. Term:** The term of the AGREEMENT shall be for a period of three (3) years and commence on May 5, 2010 and end on May 4, 2013. A similar AGREEMENT may be renewed upon the mutual agreement of both parties, under the same terms and conditions or re-negotiated. The Town shall complete any future AGREEMENT based on the then prevailing facts and circumstances and transmit it to the ARMY for review well in advance of the Council meeting in which a future AGREEMENT will be considered. The ARMY shall help coordinate this process through the Town Manager of the Town of Camp Verde and shall clearly identify the dates and times needed for use of Town facilities.
- 5. Facility User Fees:** The Town waives any payment of user fee(s) during the term of the AGREEMENT in consideration for the Town allowing the use of the facility and the consideration of the Program's contribution and service to the community with respect to assisting the needy in the community.
- 6. Improvements:** The ARMY shall not make any modifications or improvements to Town facilities without prior consent of the Town. Any office equipment, supplies or religious symbols brought to Town facilities by the ARMY shall remain the property of the ARMY.
- 7. Insurance:** The ARMY agrees to procure and maintain - at its sole expense - a policy of General Liability Insurance limit of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate against claims for bodily injury, death and property damage and names the Town of Camp Verde, Arizona as an Additional Insured in connection with the ARMY's use of Town-assigned facilities as provided herein; the ARMY shall keep said policy in force for the duration of this AGREEMENT, and for any extension thereof. The ARMY shall provide the Town with the Certificate of Insurance (COI) evidencing such insurance coverage. This COI and the fully executed facilities AGREEMENT shall be returned simultaneously to the Town. Upon the Town's

receipt of both the aforementioned documents the AGREEMENT will be considered fully executed.

- 8. Indemnification:** The ARMY, its officers, employees and members shall through the signing of this AGREEMENT by an authorized party or agent, indemnify, hold harmless and defend the Town of Camp Verde and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the Town as a result of loss, damage or injury to person or property by reason of any action or of ARMY by the ARMY or its agents or employees pursuant to this agreement.

Nothing in this AGREEMENT shall be construed to make either party the legal representative or agent of the other, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of, or on behalf of, the other party. The relationship created by this AGREEMENT shall not be read so as to change the independent nature of either party.

- 9. Damage to Facility:** If any damage occurs to the facilities by the ARMY, the ARMY's officers must compensate the Town in order to repair the facilities.

- 10. Entire Understanding:** This AGREEMENT embodies the entire understanding and obligations between the ARMY and the Town for all uses of Town-assigned facilities pursuant to this AGREEMENT. The parties shall not be bound by, nor is either party liable for, any statement or representations, of any nature, not set forth in this AGREEMENT. Changes of any of the provisions of this AGREEMENT shall not be valid unless completed in writing and signed by both parties.

- 11. Suspension and Termination:** A non-breaching party may terminate this AGREEMENT for the failure of the other party to comply with the provisions of this AGREEMENT by giving the other party a thirty (30) day written notice of the failure to comply. Either party may terminate this AGREEMENT immediately if the other party files for bankruptcy or receivership, or takes any actions relating to insolvency, such as assignment for the benefit of creditors.

- 12. Assignment and Subletting:** The ARMY shall not have the right to assign this AGREEMENT, nor shall it allow any other person or entity to use or occupy a Town-assigned facility that has been authorized to be used by the ARMY pursuant to this AGREEMENT.

- 13. Arbitration:** In the event of a dispute hereunder, either party may exercise its right to cancel this AGREEMENT in writing. At the Town's sole discretion, it may choose to resolve any dispute pursuant to A.R.S. § 12-1518, utilizing the services of the American Arbitration Association.

- 14. Conflict of Interest:** The parties understand that this AGREEMENT is subject to cancellation pursuant to A.R.S. § 38-511, without penalty or further obligation on the part of the ARMY or the Town, if any person significantly involved in initiating, negotiating, securing, drafting or creating this AGREEMENT on behalf of the ARMY or Town, and said employee or agent of the Town or the ARMY, in any capacity, or a consultant to the Town or the ARMY, with respect to the subject matter of this AGREEMENT, and such association creates a conflict of interest or presents an appearance of impropriety at any time while this AGREEMENT, or any extension hereof, is in effect.

- 15. Governing Law:** The laws of the State of Arizona shall govern this AGREEMENT, the courts of which shall have jurisdiction of the subject matter hereof. If any portion of this AGREEMENT is found by a court of record to be in valid, the remaining portions shall remain in full force and effect.

16. Authority: The individual signing below on behalf of the Town hereby represents and warrants that he/she is duly authorized to execute and deliver this AGREEMENT on behalf of the Town and avows that this AGREEMENT is binding upon the Town in accordance with its terms.

For The Town:

Bob Burnside, Mayor

Attest: _____
Debbie Barber, Town Clerk

APPROVED AS TO FORM:

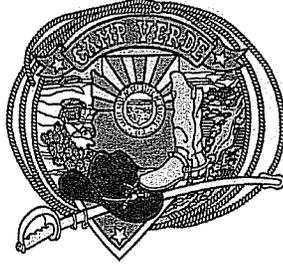
William J. Sims, Town Attorney

For the Salvation Army

Printed Name: _____

Signature: _____

Town of Camp Verde Facilities Use AGREEMENT



**Between
The Town of Camp Verde
and
The Verde Valley Farmer's Market**

The Parties to this Facilities Use AGREEMENT (herein referred to as "AGREEMENT") are the Verde Valley Farmer's Market (herein referred to as "Market"), an Arizona Corporation and the Town of Camp Verde, Yavapai County, Arizona, a municipal corporation of the State of Arizona (herein referred to as the "Town").

The parties agree that the point of contact for the respective parties are as follows:

For the Town:

Bob Burnside, Mayor

Town of Camp Verde, 473 South Main Street

Camp Verde, AZ 86322

For the Market:

Jane Davies

817 N. 7th St.

Cottonwood, AZ 86326

Purpose of this AGREEMENT: To facilitate certain uses of Town property to support and promote the Market's community service and opportunities that benefit the public, the Market and the Town.

This Agreement is made with reference to the following factors:

- 1. Property and Use:** The Town agrees that the "Market" is authorized to utilize certain Town-owned properties and facilities within the corporate limits of the Town, for the Market's program for support of local growers and to promote good nutrition through FMNP (Farmer's Market Nutrition Program).

The authorized Town facilities that the MARKET may utilize for their Saturday, 7:00 a.m to Noon (June through October) Farmer's Market include: the Town Ramada with electric, bathrooms, access to storage area for signs and related parking lots.

The MARKET agrees to conduct all activities associated with this AGREEMENT in a professional, careful and safe manner. When using any Town-assigned facility, or any portion thereof, the MARKET agrees to comply with all applicable State, Federal or Town ordinances and regulations. It is further understood that the MARKET will adhere to all written Town policies concerning the use and occupancy of any particular Town-assigned facility. Upon the completion of any use related herein, the MARKET agrees to leave any Town-assigned facility in as good order and condition as existed prior to the MARKET's use thereof.

- 2. Relocation of Event:** The parties agree that under certain circumstances i.e. an emergency or an event beyond the Town's control that may necessitate the relocation of the MARKET's service for any use herein provided that their service can be relocated. This decision shall be so determined at the sole discretion of the Town concerning which particular Town-owned properties and facilities can be utilized under certain circumstances for the MARKET's event.
- 3. Cancellation of Event:** The Town reserves its right to cancel the use of any preset time and place of usage for Town-assigned facility if the facility becomes unavailable for any reason, including emergencies. The Town will timely notify by verbal notification (as well as in writing to the MARKET, if time allows) any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as the Town is made aware that the requested facility is no longer available to the MARKET for the preset time and place of said Town-assigned facility.

The MARKET also reserves its right to cancel the use of any preset time and place of usage of Town-assigned facility if the MARKET cannot hold their event for any reason, including emergencies. The MARKET will timely notify by verbal notification (as well as in writing to the Town, if time allows) any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as the MARKET is made aware that they will not meet at the preset time and place of said Town-assigned facility.

- 4. Term:** The term of the AGREEMENT shall be for a period of three (3) years and commence on May 5, 2010 and end on May 4, 2013. A similar AGREEMENT may be renewed upon the mutual agreement of both parties, under the same terms and conditions or re-negotiated. The Town shall complete any future AGREEMENT based on the then prevailing facts and circumstances and transmit it to the MARKET for review well in advance of the Council meeting in which a future AGREEMENT will be considered. The MARKET shall help coordinate this process through the Town Manager of the Town of Camp Verde and shall clearly identify the dates and times needed for use of Town facilities.
- 5. Facility User Fees:** The Town waives any payment of user fee(s) during the term of the AGREEMENT in consideration for the Town allowing the use of the facility and the consideration of the Program's contribution and service to the community with respect to promoting local growers, the community and good nutrition.
- 6. Improvements:** The MARKET shall not make any modifications or improvements to Town facilities without prior consent of the Town. Any office equipment, supplies or religious symbols brought to Town facilities by the MARKET shall remain the property of the MARKET.
- 7. Insurance:** The MARKET agrees to procure and maintain - at its sole expense - a policy of General Liability Insurance limit of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate against claims for bodily injury, death and property damage and names the Town of Camp Verde, Arizona as an Additional Insured in connection with the MARKET's use of Town-assigned facilities as provided herein; the MARKET shall keep said policy in force for the duration of this AGREEMENT, and for any extension thereof. The MARKET shall provide the Town with the Certificate of Insurance (COI) evidencing such insurance coverage. This COI and the fully executed facilities AGREEMENT shall be returned simultaneously to the Town. Upon

the Town's receipt of both the aforementioned documents the AGREEMENT will be considered fully executed.

8. Indemnification: The MARKET, its officers, employees and members shall through the signing of this AGREEMENT by an authorized party or agent, indemnify, hold harmless and defend the Town of Camp Verde and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the Town as a result of loss, damage or injury to person or property by reason of any action or of MARKET by the MARKET or its agents or employees pursuant to this agreement.

Nothing in this AGREEMENT shall be construed to make either party the legal representative or agent of the other, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of, or on behalf of, the other party. The relationship created by this AGREEMENT shall not be read so as to change the independent nature of either party.

9. Damage to Facility: If any damage occurs to the facilities by the MARKET, the MARKET's officers must compensate the Town in order to repair the facilities.

10. Entire Understanding: This AGREEMENT embodies the entire understanding and obligations between the MARKET and the Town for all uses of Town-assigned facilities pursuant to this AGREEMENT. The parties shall not be bound by, nor is either party liable for, any statement or representations, of any nature, not set forth in this AGREEMENT. Changes of any of the provisions of this AGREEMENT shall not be valid unless completed in writing and signed by both parties.

11. Suspension and Termination: A non-breaching party may terminate this AGREEMENT for the failure of the other party to comply with the provisions of this AGREEMENT by giving the other party a thirty (30) day written notice of the failure to comply. Either party may terminate this AGREEMENT immediately if the other party files for bankruptcy or receivership, or takes any actions relating to insolvency, such as assignment for the benefit of creditors.

12. Assignment and Subletting: The MARKET shall not have the right to assign this AGREEMENT, nor shall it allow any other person or entity to use or occupy a Town-assigned facility that has been authorized to be used by the MARKET pursuant to this AGREEMENT.

13. Arbitration: In the event of a dispute hereunder, either party may exercise its right to cancel this AGREEMENT in writing. At the Town's sole discretion, it may choose to resolve any dispute pursuant to A.R.S. § 12-1518, utilizing the services of the American Arbitration Association.

14. Conflict of Interest: The parties understand that this AGREEMENT is subject to cancellation pursuant to A.R.S. § 38-511, without penalty or further obligation on the part of the MARKET or the Town, if any person significantly involved in initiating, negotiating, securing, drafting or creating this AGREEMENT on behalf of the MARKET or Town, and said employee or agent of the Town or the MARKET, in any capacity, or a consultant to the Town or the MARKET, with respect to the subject matter of this AGREEMENT, and such association creates a conflict of interest or presents an appearance of impropriety at any time while this AGREEMENT, or any extension hereof, is in effect.

15. Governing Law: The laws of the State of Arizona shall govern this AGREEMENT, the courts of which shall have jurisdiction of the subject matter hereof. If any portion of this AGREEMENT is found by a court of record to be in valid, the remaining portions shall remain in full force and effect.

16. Authority: The individual signing below on behalf of the Town hereby represents and warrants that he/she is duly authorized to execute and deliver this AGREEMENT on behalf of the Town and avows that this AGREEMENT is binding upon the Town in accordance with its terms.

For The Town:

Bob Burnside, Mayor

Attest: _____
Debbie Barber, Town Clerk

APPROVED AS TO FORM:

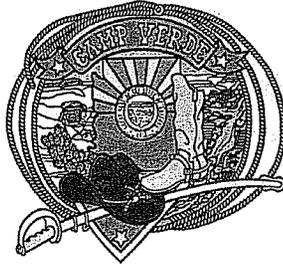
William J. Sims, Town Attorney

For the Verde Valley Farmer's Market

Printed Name: _____

Signature: _____

Town of Camp Verde Facilities Use AGREEMENT



**Between
The Town of Camp Verde
and
The Camp Verde Adult Reading Program**

The Parties to this Facilities Use AGREEMENT (herein referred to as "AGREEMENT") are The Camp Verde Adult Reading Program (herein referred to as the "Program"), an Arizona Corporation and the Town of Camp Verde, Yavapai County, Arizona, a municipal corporation of the State of Arizona (herein referred to as the "Town").

The parties agree that the point of contact for the respective parties are as follows:

For the Town:

Bob Burnside, Mayor

Town of Camp Verde, 473 South Main Street

Camp Verde, AZ 86322

For the Program:

Anne Hoy, Program Director

P.O. Box 733

Camp Verde, AZ 86322

Purpose of this AGREEMENT: To facilitate certain uses of Town property to support and promote the Program's community service and opportunities that benefit the public, the Program and the Town.

This Agreement is made with reference to the following factors:

- 1. Property and Use:** The Town agrees that the "Program" is authorized to utilize certain Town-owned properties and facilities within the corporate limits of the Town, for the Program's adult literacy and educational programs.

The authorized Town facilities that the Program may utilize for their five (5) day per week program include: the classroom located behind the Town's Community Center (gymnasium), bathrooms, and related parking lots. The Program would have exclusive use of the classroom.

The Program agrees to conduct all activities associated with this AGREEMENT in a professional, careful and safe manner. When using any Town-assigned facility, or any portion thereof, the Program agrees to comply with all applicable State, Federal or Town ordinances and regulations. It is further understood that the Program will adhere to all written Town policies concerning the use and occupancy of any particular Town-assigned facility. Upon the completion of any use related herein, the Program agrees to leave any Town-assigned facility in as good order and condition as existed prior to the Program's use thereof.

- 2. Relocation of Event:** The parties agree that under certain circumstances i.e. an emergency or an event beyond the Town's control that may necessitate the relocation of the Program's service for any use herein provided that their service can be relocated. This decision shall be so determined at the sole discretion of the Town concerning which particular Town-owned properties and facilities can be utilized under certain circumstances for the Program's event.
- 3. Cancellation of Event:** The Town reserves its right to cancel the use of any preset time and place of usage for Town-assigned facility if the facility becomes unavailable for any reason, including emergencies. The Town will timely notify by verbal notification (as well as in writing to the Program, if time allows) any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as the Town is made aware that the requested facility is no longer available to the Program for the preset time and place of said Town-assigned facility.

The Program also reserves its right to cancel the use of any preset time and place of usage of Town-assigned facility if the Program cannot hold their event for any reason, including emergencies. The Program will timely notify by verbal notification (as well as in writing to the Town, if time allows) any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as the Program is made aware that they will not meet at the preset time and place of said Town-assigned facility.

- 4. Term:** The term of the AGREEMENT shall be for a period of three (3) years and commence on May 5, 2010 and end on May 4, 2013. A similar AGREEMENT may be renewed upon the mutual agreement of both parties, under the same terms and conditions or re-negotiated. The Town shall complete any future AGREEMENT based on the then prevailing facts and circumstances and transmit it to the Program for review well in advance of the Council meeting in which a future AGREEMENT will be considered. The Program shall help coordinate this process through the Town Manager of the Town of Camp Verde and shall clearly identify the dates and times needed for use of Town facilities.
- 5. Facility User Fees:** The Town waives any payment of user fee(s) during the term of the AGREEMENT in consideration for the Town allowing the use of the facility and the consideration of the Program's contribution and service to the community with respect to basic adult education. In consideration of the right to use Town facilities without the payment of user fees, Program agrees that it will serve the need of teaching English as a second language and to offer adults the opportunity to achieve personal goals through improved reading, writing, math and life skills as set forth on Exhibit A.
- 6. Improvements:** The Program shall not make any modifications or improvements to Town facilities without prior consent of the Town. Any office equipment, supplies or religious symbols brought to Town facilities by the Program shall remain the property of the Program.
- 7. Insurance:** The Program agrees to procure and maintain - at its sole expense - a policy of General Liability Insurance limit of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate against claims for bodily injury, death and property damage and names the Town of Camp Verde, Arizona as an Additional Insured in connection with the Program's use of Town-assigned facilities as provided herein; the Program shall keep said policy in force for the

duration of this AGREEMENT, and for any extension thereof. The Program shall provide the Town with the Certificate of Insurance (COI) evidencing such insurance coverage. This COI and the fully executed facilities AGREEMENT shall be returned simultaneously to the Town. Upon the Town's receipt of both the aforementioned documents the AGREEMENT will be considered fully executed.

8. Indemnification: The Program, its officers, employees and members shall through the signing of this AGREEMENT by an authorized party or agent, indemnify, hold harmless and defend the Town of Camp Verde and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the Town as a result of loss, damage or injury to person or property by reason of any action or of Program by the Program or its agents or employees pursuant to this agreement.

Nothing in this AGREEMENT shall be construed to make either party the legal representative or agent of the other, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of, or on behalf of, the other party. The relationship created by this AGREEMENT shall not be read so as to change the independent nature of either party.

9. Damage to Facility: If any damage occurs to the facilities by the Program, the Program's officers must compensate the Town in order to repair the facilities.

10. Entire Understanding: This AGREEMENT embodies the entire understanding and obligations between the Program and the Town for all uses of Town-assigned facilities pursuant to this AGREEMENT. The parties shall not be bound by, nor is either party liable for, any statement or representations, of any nature, not set forth in this AGREEMENT. Changes of any of the provisions of this AGREEMENT shall not be valid unless completed in writing and signed by both parties.

11. Suspension and Termination: A non-breaching party may terminate this AGREEMENT for the failure of the other party to comply with the provisions of this AGREEMENT by giving the other party a thirty (30) day written notice of the failure to comply. Either party may terminate this AGREEMENT immediately if the other party files for bankruptcy or receivership, or takes any actions relating to insolvency, such as assignment for the benefit of creditors.

12. Assignment and Subletting: The Program shall not have the right to assign this AGREEMENT, nor shall it allow any other person or entity to use or occupy a Town-assigned facility that has been authorized to be used by the Program pursuant to this AGREEMENT.

13. Arbitration: In the event of a dispute hereunder, either party may exercise its right to cancel this AGREEMENT in writing. At the Town's sole discretion, it may choose to resolve any dispute pursuant to A.R.S. § 12-1518, utilizing the services of the American Arbitration Association.

14. Conflict of Interest: The parties understand that this AGREEMENT is subject to cancellation pursuant to A.R.S. § 38-511, without penalty or further obligation on the part of the Program or the Town, if any person significantly involved in initiating, negotiating, securing, drafting or creating this AGREEMENT on behalf of the Program or Town, and said employee or agent of the Town or the Program, in any capacity, or a consultant to the Town or the Program, with respect to the subject matter of this AGREEMENT, and such association creates a conflict of interest or presents an appearance of impropriety at any time while this AGREEMENT, or any extension hereof, is in effect.

15. Governing Law: The laws of the State of Arizona shall govern this AGREEMENT, the courts of which shall have jurisdiction of the subject matter hereof. If any portion of this AGREEMENT is

found by a court of record to be in valid, the remaining portions shall remain in full force and effect.

16. Authority: The individual signing below on behalf of the Town hereby represents and warrants that he/she is duly authorized to execute and deliver this AGREEMENT on behalf of the Town and avows that this AGREEMENT is binding upon the Town in accordance with its terms.

For The Town:

Bob Burnside, Mayor

Attest: _____
Debbie Barber, Town Clerk

APPROVED AS TO FORM:

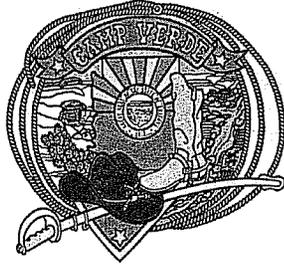
William J. Sims, Town Attorney

For the Camp Verde Adult Reading Program

Printed Name: _____

Signature: _____

Town of Camp Verde Facilities Use AGREEMENT



**Between
The Town of Camp Verde
and
The Camp Verde Historical Society**

The Parties to this Facilities Use AGREEMENT (herein referred to as "AGREEMENT") are The Camp Verde Historical Society (herein referred to as the "Society"), an Arizona Corporation and the Town of Camp Verde, Yavapai County, Arizona, a municipal corporation of the State of Arizona (herein referred to as the "Town").

The parties agree that the point of contact for the respective parties are as follows:

For the Town:

Bob Burnside, Mayor

Town of Camp Verde, 473 South Main Street

Camp Verde, AZ 86322

For the Society:

Shirley Brinkman, President

P.O. Box 1184

Camp Verde, AZ 86322

Purpose of this AGREEMENT: To facilitate certain uses of Town property to support and promote the Society's desire to maintain a strong and vital local economy and to assist with the preservation of our local history.

This Agreement is made with reference to the following factors:

- 1. Property and Use:** The Town agrees that the "Society" is authorized to utilize certain Town-owned properties and facilities within the corporate limits of the Town, for the Society to restore and to preserve our local history and enhance tourism.

The authorized Town facilities that the Society may exclusively utilize : the Old Rock Building located at 44 Holloman Street and related parking lots.

The Society agrees to conduct all activities associated with this AGREEMENT in a professional, careful and safe manner. When using any Town-assigned facility, or any portion thereof, the Society agrees to comply with all applicable State, Federal or Town ordinances and regulations. It is further understood that the Society will adhere to all written Town policies concerning the use and occupancy of any particular Town-assigned facility. Upon the completion of any use related herein, the Society agrees to leave any Town-assigned facility in as good order and condition as existed prior to the Society use thereof.

2. **Relocation of Event:** The parties agree that under certain circumstances i.e. an emergency or an event beyond the Town's control that may necessitate the relocation of the Society's service for any use herein provided that their service can be relocated. This decision shall be so determined at the sole discretion of the Town concerning which particular Town-owned properties and facilities can be utilized under certain circumstances for the Society event.
3. **Cancellation of Event:** The Town reserves its right to cancel the use of any preset time and place of usage for Town-assigned facility if the facility becomes unavailable for any reason, including emergencies. The Town will timely notify by verbal notification (as well as in writing to the Society, if time allows) any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as the Town is made aware that the requested facility is no longer available to the Society for the preset time and place of said Town-assigned facility.

The Society also reserves its right to cancel the use of any preset time and place of usage of Town-assigned facility if the Society cannot hold their event for any reason, including emergencies. The Society will timely notify by verbal notification (as well as in writing to the Town, if time allows) any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as the Society is made aware that they will not meet at the pre-set time and place of said Town-assigned facility.

4. **Term:** The term of the AGREEMENT shall be for a period of three (3) years and commence on May 5, 2010 and end on May 4, 2013. A similar AGREEMENT may be renewed upon the mutual agreement of both parties, under the same terms and conditions or re-negotiated. The Town shall complete any future AGREEMENT based on the then prevailing facts and circumstances and transmit it to the Society for review well in advance of the Council meeting in which a future AGREEMENT will be considered. The Society shall help coordinate this process through the Town Manager of the Town of Camp Verde and shall clearly identify the dates and times needed for use of Town facilities.
5. **Facility User Fees:** The Town waives any payment of user fee(s) during the term of the AGREEMENT in consideration for the Town allowing the use of the facility and the consideration of the Society contribution and service to the community with respect to serving the community by preserving our local history and enhancing tourism. In consideration of the right to use Town facilities without the payment of user fees, Society agrees that it will enhance tourism and historical preservation of the "Old Rock Building".
6. **Improvements:** The Society shall not make any modifications or improvements to Town facilities without prior consent of the Town. Any office equipment, supplies or religious symbols brought to Town facilities by the Society shall remain the property of the Society.
7. **Insurance:** The Society agrees to procure and maintain - at its sole expense - a policy of General Liability Insurance limit of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate against claims for bodily injury, death and property damage and names the Town of Camp Verde, Arizona as an Additional Insured in connection with the Society use of Town-assigned facilities as provided herein; the Society shall keep said policy in force for the duration of this AGREEMENT, and for any extension thereof. The Society shall provide the Town with the

Certificate of Insurance (COI) evidencing such insurance coverage. This COI and the fully executed facilities AGREEMENT shall be returned simultaneously to the Town. Upon the Town's receipt of both the aforementioned documents the AGREEMENT will be considered fully executed.

- 8. Indemnification:** The Society, its officers, employees and members shall through the signing of this AGREEMENT by an authorized party or agent, indemnify, hold harmless and defend the Town of Camp Verde and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the Town as a result of loss, damage or injury to person or property by reason of any action or of Society by the Society or its agents or employees pursuant to this agreement.

Nothing in this AGREEMENT shall be construed to make either party the legal representative or agent of the other, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of, or on behalf of, the other party. The relationship created by this AGREEMENT shall not be read so as to change the independent nature of either party.

- 9. Damage to Facility:** If any damage occurs to the facilities by the Society, the Society officers must compensate the Town in order to repair the facilities.

- 10. Entire Understanding:** This AGREEMENT embodies the entire understanding and obligations between the Society and the Town for all uses of Town-assigned facilities pursuant to this AGREEMENT. The parties shall not be bound by, nor is either party liable for, any statement or representations, of any nature, not set forth in this AGREEMENT. Changes of any of the provisions of this AGREEMENT shall not be valid unless completed in writing and signed by both parties.

- 11. Suspension and Termination:** A non-breaching party may terminate this AGREEMENT for the failure of the other party to comply with the provisions of this AGREEMENT by giving the other party a thirty (30) day written notice of the failure to comply. Either party may terminate this AGREEMENT immediately if the other party files for bankruptcy or receivership, or takes any actions relating to insolvency, such as assignment for the benefit of creditors.

- 12. Assignment and Subletting:** The Society shall not have the right to assign this AGREEMENT, nor shall it allow any other person or entity to use or occupy a Town-assigned facility that has been authorized to be used by the Society pursuant to this AGREEMENT.

- 13. Arbitration:** In the event of a dispute hereunder, either party may exercise its right to cancel this AGREEMENT in writing. At the Town's sole discretion, it may choose to resolve any dispute pursuant to A.R.S. § 12-1518, utilizing the services of the American Arbitration Association.

- 14. Conflict of Interest:** The parties understand that this AGREEMENT is subject to cancellation pursuant to A.R.S. § 38-511, without penalty or further obligation on the part of the Society or the Town, if any person significantly involved in initiating, negotiating, securing, drafting or creating this AGREEMENT on behalf of the Society or Town, and said employee or agent of the Town or the Society, in any capacity, or a consultant to the Town or the Society, with respect to the subject matter of this AGREEMENT, and such association creates a conflict of interest or presents an appearance of impropriety at any time while this AGREEMENT, or any extension hereof, is in effect.

- 15. Governing Law:** The laws of the State of Arizona shall govern this AGREEMENT, the courts of which shall have jurisdiction of the subject matter hereof. If any portion of this AGREEMENT is found by a court of record to be invalid, the remaining portions shall remain in full force and

effect.

16. Authority: The individual signing below on behalf of the Town hereby represents and warrants that he/she is duly authorized to execute and deliver this AGREEMENT on behalf of the Town and avows that this AGREEMENT is binding upon the Town in accordance with its terms.

For The Town:

Bob Burnside, Mayor

Attest: _____
Debbie Barber, Town Clerk

APPROVED AS TO FORM:

William J. Sims, Town Attorney

For the Camp Verde Historical Society

Printed Name: _____

Signature: _____



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: May 5, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Agenda Title: Possible authorization of the following:

1. A payment in the amount of \$526.90 to Southwest Risk Services/Arizona Municipal Risk Retention Pool (SWRS/AMRRP) for the Town's portion of expenses incurred by SWRS/AMRRP for Alpha, L.L.C. & Tanner Enterprises, L.L.C. v. Town of Camp Verde Litigation; and
2. Re-appropriating the \$526.90 from the Camp Verde Marshal's Office Legal Line item to the Litigation Line item in the Legal Department budgetary unit.

Staff Resource: Carol Brown

Purpose and Background Information:

Staff is requesting Council's consideration to pay SWRS/AMRRP \$526.90 for Alpha, L.L.C. & Tanner Enterprises, L.L.C. v. Town of Camp Verde litigation.

Recommendation: Authorize the following:

1. A payment in the amount of \$526.90 to Southwest Risk Services/Arizona Municipal Risk Retention Pool (SWRS/AMRRP) for the Town's portion of expenses incurred by SWRS/AMRRP for Alpha, L.L.C. & Tanner Enterprises, L.L.C. v. Town of Camp Verde Litigation; and
2. Re-appropriating the \$526.90 from the Camp Verde Marshal's Office Legal Line item to the Litigation Line item in the Legal Department budgetary unit.

Finance Review: **Budgeted** **Unbudgeted** **N/A**

Finance Director Comments:

If Council approves payment of this item, \$526.90 will need to be re-appropriated as follows:

- From the Camp Verde Marshal's Office Legal Line item (01-20-60-7110)
- To the Litigation Line item in the Legal Department budgetary unit (01-20-16-7110)

Attorney Review: **Yes** **No** **N/A**

Attorney Comments: N/A

Submitting Department: Administration
Action Report prepared by: C. Brown

Contact Person: Carol Brown *cb*

Southwest Risk Services

A division of Berkley Risk Administrators Company, LLC

April 20, 2010

Invoice Amount \$526.90

Town of Camp Verde
395 South Main Street
Camp Verde, AZ 86322
Attention: Mike Scannell;

04-27-10A08:40 RCVD

RE: Member : Town of Camp Verde
Claimants : Alpha, L.L.C. & Tanner Enterprises, L.L.C.
File No. : 13010778
Case No. : CV820090206
Venue : Yavapai County Superior Court
Date of Loss : 9/4/07

Dear Mr. Scannell:

As claims administrator for the Arizona Municipal Risk Retention Pool (hereinafter, "the Pool"), Southwest Risk Services (hereinafter, "SWRS") is providing a defense on the above referenced Complaint titled Alpha, L.L.C. et al. v. Town of Camp Verde et al. filed in Yavapai County Superior Court.

The purpose of this letter is to provide a final reconciliation of the Town's share of the expense for defense of the Complaint for Mandamus and Declaratory Relief as articulated in the Supplementary Payments section of the Town's Municipal Liability Coverage Agreement. A First Amended Complaint was subsequently served on the Town which triggered full defense by the Pool. Pertinent portions read as follows:

4. Supplementary Payments

- b. With respect to any "declaratory relief claim" or "injunctive relief claim" that is exclusive of any "claim" for "damages", and in which a Covered Entity is a defendant, even if the Member is not also a party to the "claim" or "suit":
- (1) The Pool will pay:
 - (a) 50% of the first \$25,000 of "loss adjustment expense; and
 - (b) 25% of the next \$25,000 of "loss adjustment expense".
 - (2) The Member shall pay all "loss adjustment expense" in excess of \$50,000.
 - (3) The Pool may pay any part or all of the "loss adjustment expense" amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, the Member shall promptly reimburse the pool for such part of the Member's share of "loss adjustment expense" as has been paid by the Pool.
 - (4) The most the Pool will pay for all "loss adjustment expense" arising out of "injunctive relief claims" and "declaratory relief claims" made during the "rating period" is \$100,000.

The Pool's defense obligation as articulated in the Supplementary Payments section is based on a 50/50 sharing of the first \$25,000 of defense costs, and a 25/75 sharing of the next \$25,000 of defense costs.

14902 North 73rd Street • Scottsdale, Arizona 85260 • 602.996.8810 • 602.996.9045

Equal Opportunity Employer

A BERKLEY COMPANY®



Southwest Risk Services

A division of Berkley Risk Administrators Company, LLC

This will provide up to \$18,750 in defense fees and costs (50% of the first \$25,000 = \$12,500; 25% of the next \$25,000 = \$6,250; \$12,500 + \$6,250 = \$18,750).

The amount of bills paid by Southwest Risk Services for defense of the Complaint for Mandamus and Declaratory Relief total \$8,683.70. Pursuant to the formula cited above, the Town is responsible for \$12,500 of the first \$25,000 of expense, and 75% of next \$25,000 of expense. Finally, the Town is responsible for all "loss adjustment expense" in excess of \$50,000.

Town's Obligation:

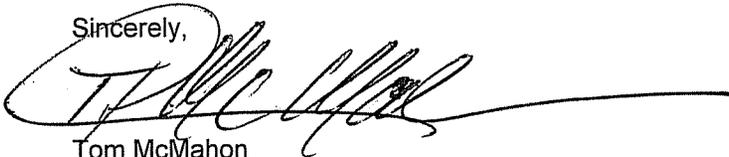
Phase I (First \$25,000):	\$4,341.85 (50% of \$8,683.70)
Phase II (Second \$25,000):	\$ N/A
Phase III (Excess of \$50,000):	\$ N/A
Amount Owed:	\$4,341.85
Less Paid to Date:	\$3,814.95
* Current Balance Owed:	\$526.90

Attached you will find our "Claim File Payment Ledger" and spreadsheet which lists the individual payments that have been made since the inception of our defense of this matter. Please make your * **\$526.90** check payable to the **Arizona Municipal Risk Retention Pool** and mail the check to my attention. Please reference the AMRRP File number of 13010778 on your check and correspondence.

We thank you in advance for your cooperation.

In the event you have any questions, or would like to discuss this matter further, please do not hesitate to contact the undersigned.

Sincerely,



Tom McMahon
Litigation Specialist

Attachment:

- Payment Ledger



Account Information: Account #: 0000134002 Name: CAMP VERDE, TOWN OF RISK MANAGER
 Policy #: AM 1439 Inception Date: From 12/26/2008 To 12/26/2009

Claim Number: 13010778 Claimant Name: ALPHA, L.L.C. Examiner: 11301 TOM MCMAHON Claim Status: OPEN
 Accident Date: 9/04/2007 Claim Made Date: 5/26/2009 Aslob: 170 SubLn: 334 Cause Code: 0462 PD PREMISES/OPS-OTHER Date Closed:

Claim Description: COMPLAINT FOR MANDAMUS AND DECLARATORY RELIEF

Losses Paid	O/S Reserves	Gross Loss Incurred	Expenses Paid	O/S Reserves	Gross Expense Incurred	Total Gross Incurred	Recoveries	Total Net Incurred
.00	1.00	1.00	5,400.95	10,784.00	16,184.95	16,185.95	.00	16,185.95

Check#	Check Date	Date Applied	Pay Code	Trans	Payment Amount	Bank Vndr	Payee Name	Payment Description
0104362	2/18/10	2/18/10		62	3,814.95	IR	AT031 TOWN OF CAMP VERDE	REIMBURSEMENT OF DEFENSE EXPENSE
					3,814.95-			
0044951	7/17/09	7/17/09	01	62	4,481.60	3B	AT031 MURPHY SCHMITT HATHAWAY & INVOICE NO. 66721	
0045371	9/04/09	9/04/09	01	62	3,204.30	3B	AT031 MURPHY SCHMITT HATHAWAY & INVOICE NO. 66889	
0046401	2/08/10	2/08/10	01	62	1,053.80	3B	AT031 MURPHY SCHMITT HATHAWAY & INVOICE NO. 67484	
0046816	4/07/10	4/07/10	01	62	476.20	3B	AT031 MURPHY SCHMITT HATHAWAY & INVOICE NO. 67754	
					9,215.90			

CLAIMANT TOTAL

5,400.95

Account Information: Account #: 0000134002 Name: CAMP VERDE, TOWN OF RISK MANAGER
 Policy #: AM 1439 Inception Date: From 12/26/2008 To 12/26/2009

Claim Number: 13010778 Claimant Name: TANNER ENTERPRISES, L.L.C. Examiner: 11301 TOM MCMAHON Claim Status: OPEN
 Accident Date: 9/04/2007 Claim Made Date: 5/26/2009 AsJob: 170 Subin: 334 Cause Code: 0462 PD PREMISES/OPS-OTHER Date Closed:

Claim Description: COMPLAINT FOR MANDAMUS AND DECLARATORY RELIEF

Losses Paid	O/S Loss Reserves	Gross Loss Incurred	Expenses Paid	O/S Expense Reserves	Gross Expense Incurred	Total Gross Incurred	Recoveries	Total Net Incurred
.00	1.00	1.00	.00	1.00	1.00	2.00	.00	2.00

Check#	Check Date	Date Applied	Pay Code	Pay Trans	Payment Amount	Bank Vendr	Payee Name	Payment Description
					.00			

CLAIMANT TOTAL .00

PAYTYP NOT ON FILE .00

CLAIMANT TOTAL .00

CLAIM TOTAL 5,400.95



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: May 5, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document:

Agenda Title (be exact): Ed Bantel of Southwest Risk Services will present an award of excellence, on behalf of the Arizona Municipal Risk Retention Pool, to the Town of Camp Verde in recognition of outstanding achievement and continued excellence in Risk Management and Loss Control.

Purpose and Background Information:

The Town of Camp Verde is an active member of the Arizona Municipal Risk Retention Pool, which provides risk management and insurance services to the town. Each year the Arizona Municipal Risk Retention Pool (AMRRP) awards municipalities who have claims loss ratios (i.e. relationship between insurance premiums paid vis a vis claims paid for year) less than 25%. The Town of Camp Verde's claims loss ratio during the 2008-09 policy period was 12%, which qualified the town for a Bronze Award.

The town's success in a low number of claims is due in large part to the safety conscientious employees of the town, and their efforts to reduce risk and promote safe practices are worthy of recognition. In addition, the Town Council in 2007 adopted a resolution in an effort to promote safety at town facilities, which established the town's safety program and the town's employee safety committee. General safety has been promoted as a result of the safety program and committee efforts via employee trainings made available in coordination with Southwest Risk Services on multiple topics including Personal Protection Equipment (PPE), Bloodborne Pathogens, Hazard Communication, and etcetera. In addition, training and certifications in Cardiopulmonary Resuscitation (CPR), Automated External Defibrillator (AED), and First Aid have been made available to town employees thanks to the assistance of the Camp Verde Fire District.

While the town should be proud of its relatively low claims loss ratio, the safety committee would like to see the town improve its ratio by at least two percent, which would move Camp Verde into the Silver category. Should the town manage to reduce the number of claims to zero, it would qualify for a Gold award by the AMRRP Board.

Recommendation (Suggested Motion):

Not applicable.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Administration

Contact Person: Matt Morris

Action Report prepared by: Matt Morris



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: May 5, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: Town Code Chapter 5-2-4

Agenda Title: Discussion, consideration, and possible approval of the following:
Appointment for Anna Young, Esq. as an Assistant Magistrate for Camp Verde Municipal Court for a two (2) year term, effective June 1, 2010, and setting an hourly pay rate of \$38.00 per hour on an as need basis with a three hour minimum. Also Jacque Daughety, Court Supervisor, as an Assistant Magistrate, as an added duty to current job, on an as needed basis, at no additional compensation. Jacque Daughtey, was the Assistant Magistrate for the Camp Verde Court from 11-2002 to 10-2005. She completed the orientation for Judges of the limited jurisdiction court program in 4- 2003, by the Arizona Supreme Court.

Purpose and Background Information:

Town Code Chapter 5-2-4 states the Town Magistrate may recommend to the Council the names of individuals qualified to serve as assistant magistrates, subject to the assignment and direction of the Town Magistrate, once appointed.

Anna Young services are needed to cover Court hearings when the Presiding Magistrate is not available due to illness, vacation, training, conflicts etc. and only used on a prescheduled basis.

Jacque Daughety services are needed to cover Court matters on a limited basis when the Presiding Magistrate is not available. To sign court documents that are time sensitive or handle other minor court functions that are also time sensitive, i.e. Order of Protection, initial appearance, warrant quash and jail release.

Recommendation:

1. Move to appoint Anna Young as an Assistant Magistrate for a two (2) year term, to serve under the direction of the Town Magistrate, at the rate of \$38.00 per hour on an as need basis, with a three hour minimum.
2. Move to appoint Jacque Daughety as an Assistant Magistrate for a two (2) year term, to serve under the direction of the Town Magistrate, on an as needed basis, at no additional compensation.

Finance Review: **Budgeted** **Unbudgeted** **N/A**

Finance Director Comments/Fund:

Attorney Review: **Yes** **No** **N/A**

Attorney Comments:

Submitting Department: Camp Verde Magistrate Court

Contact Person: Presiding Magistrate, Harry E. Cipriano

Action Report prepared by: Presiding Magistrate, Harry E. Cipriano

Section 5-2-4 Assistant Magistrate (2008-A355)

The Town Magistrate may recommend to the Council the names of individuals qualified to serve as assistant magistrate, subject to the assignment and direction of the Town Magistrate, once appointed. All assistant magistrates shall serve for a specified term, subject to removal by the Council. All duly appointed assistant magistrate shall be compensated per a fee established by the Council, and subject to the reimbursement of those travel expenses and other out-of-pocket allowances permitted for Town employees.. All assistant magistrates are deemed to be part-time Town employees subject to contributing to the Arizona State Retirement under certain conditions and paying payroll taxes, but are not eligible for benefits such as health insurance and paid time off.

Anna Young
Anna Young PLLC
114 S. Pleasant Street
Prescott, AZ 86303
(928) 445-7137
Anna.Young@azbar.org

Educational Background and Training:

University of Arizona, Tucson, AZ, 1990-1994,
Bachelor of Arts, Magna Cum Laude

University of Arizona College of Law, Tucson, AZ, 1994-1997,
Juris Doctor

Civil Traffic Hearing Officer Training- May, 2009

New Judge Orientation, Limited Jurisdiction Courts- January, 2010

Bar Admissions:

Arizona Supreme Court- October, 1997
U.S. District Court, District of Arizona- October, 1997

Employment History:

Anna Young, PLLC 4/2007- present

Boyle, Pecharich, Cline & Whittington, PLLC, Partner 1/1999-4/2007

Jensen Law Firm, PC 8/1997-12/1998-

Pro Tem Positions:

Chino Valley Magistrate Court
Prescott Justice Court
Cottonwood Magistrate Court

Community Involvement:

Yavapai County Bar Association- Member, 1997 to date
President- 2006
Vice President- 2005
Secretary-2004
Treasurer-2003

Arizona Women Lawyers Association- 2006 to present
President of Northern Arizona Chapter- 2009
Vice President of Northern Arizona Chapter- 2008

Yavapai Big Brothers Big Sisters Board of Directors- 2005 to present
Board Chair- 2009 to 2010
Vice Chair- 2007 to 2009
Secretary- 2006 to 2007

Arizona Supreme Court

Certificate of Completion

Presented to

Honorable Jacques P. Daugherty

*For contributing to the professional competence and independence
of the judiciary through completion of the 2003 Orientation for Judges
of the Limited Jurisdiction Court Program.*

Charles E. Jones

Chief Justice Charles E. Jones

March 6, 2003

Date

9
**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Date: May 5, 2010

Meeting Type: Regular

Type of Presentation: Verbal

AGENDA TITLE: Discussion, consideration, and possible approval of an agreement through June 30, 2011 with Don Zelechowski, CPA to continue the taxpayer education program designed to increase compliance with our tax program and for sales tax auditing services to verify Transaction Privilege Tax (sales tax) reporting and payments to the degree that said audits are required. This discussion may be followed by possible direction to staff to include funding for the agreement in the amount of \$19,400 in the FY 2010/11 budget. There are two options for consideration 1) \$45 per hour without professional liability insurance and 2) \$48 per hour with professional liability insurance.

(Staff Resource: Carol Brown)

PURPOSE AND BACKGROUND INFORMATION:

Purpose:

The purpose of the agenda item is for Council to consider approving Mr. Zelechowski's agreement through June 30, 2011. The agreement may be extended for one (1) additional year upon approval of the parties under the same terms and conditions.

Staff is very pleased with Mr. Zelechowski's service. He has improved the compliance rate for sales tax and rental tax. In one compliance adjustment alone, Mr. Zelechowski was able to identify a substantial mis-applied sales tax. Recently, the aforementioned, mis-applied sales tax was received by the Town of Camp Verde.

Background:

February 4, 2009: Council unanimously approved Ordinance 2009-A356, an Ordinance of Town of Camp Verde, Arizona, relating to the Privilege License Tax; adopting "Supplementary Local Audit Procedures for the Town Tax Code of the Town of Camp Verde, Arizona" by reference, amending Article V – Administration of the Town Tax Code and Regulation 8-555.1; providing penalties for the violation thereof; providing severability and establishing an effective date; provisions of this Ordinance and the amendments to the Tax Code adopted herein shall become effective on April 5th, 2009.

March 4, 2009: Council unanimously approved an agreement between Donald E. Zelechowski, a Certified Public Accountant, and the Town of Camp Verde for a tax payer education program designed to increase compliance with our tax program, as well as, for sales tax audit services that would verify 'privilege' tax (Privilege Sales Tax) reporting and payments to the degree that said audits are required.

October 7, 2009: Council unanimously directed the Town Manager to start enforcement of the TPT, which represents Transaction Privilege Taxes, effective January 1, 2010, with respect to individual and commercial property rentals.

On April 7, 2010: Council unanimously voted to appropriate \$5,600 to augment Mr. Zelechowski's current contract until June 30, 2010; and have staff invite Mr. Zelechowski to revamp his proposal, and to bring back to Council by May 5th with two options, one with and one without insurance, for the fiscal year 10/11. Please find attached in Exhibit A (and below) the options identifying the Consultant's hourly rate with and without E&O Insurance.

- A. Option #1:** \$45.00 per hour of services provided if Professional Liability Insurance coverage is NOT required; or
- B. Option #2:** \$48.00 per hour of services provided if Professional Liability Insurance Coverage is required.

Also attached are the, general responses from the Consultant to questions posed subsequent to the April 7, 2010 Council meeting pertaining to the initial discussion with Council at a prior meeting:

1. What has been accomplished:
 - a. Education to the public; and
 - b. Estimate of number of people/businesses attending the forum; and
 - c. "X" amount of collections received to date; and
 - d. Net gain beyond Consultant's contract price; and
 - e. "X" amount of letters distributed; and
2. If we go forward another year - what can be accomplished; and
3. Could Camp Verde ever get to point where the public is educated and fully reporting?

Extending the consultant's agreement and appropriating \$19,400 until June 30, 2011 will:

1. Financially benefit the Town if the collections exceed the consultant's compensation.
2. Allow Mr. Zelechowski to continue to:
 - a. Inform taxpayers of their requirements and the proper way to report income, and;
 - b. Review records to ensure taxpayer compliance with the Town's sales tax requirements in order to enhance privilege tax collections.

The processes above would be at the direction of staff.

STAFF RECOMMENDATION(S): Move to approve the following:

1. An agreement through June 30, 2011 with Don Zelechowski, CPA to continue the taxpayer education program designed to increase compliance with our tax program and for sales tax auditing services to verify Transaction Privilege Tax (sales tax) reporting and payments to the degree that said audits are required.
2. Direction to staff to include funding for the agreement in the amount of \$19,400 in the FY 2010/11 budget.
3. One of the two Consultant rate options:
 - a) \$45 per hour without professional liability insurance; or
 - b) \$48 per hour with professional liability insurance.

Finance Director Review

Budgeted/Amount: See note below No N/A

If you approve the agreement through June 30, 2011 the Town will need to budget \$19,400 for Fiscal Year 2010/11.

Finance Department's Consulting Services: **Fund:** 01-20-13 **Line Item:** 7100

Comments:

Attorney Review Yes X No N/A

Submitting Department: Administration
Action Report prepared by: Carol Brown

Contact Person: Carol Brown

Consultant Agreement

For Professional Services
To
Conduct Supplementary Local Audit
Between the Town of Camp Verde
Camp Verde, Arizona
and
Donald E. Zelechowski, CPA
Specialist – Model Tax Code

This CONSULTANT AGREEMENT (“Agreement”) is by and between Donald E. Zelechowski, a Certified Public Accountant specializing in tax payer education program and privilege tax audits (“Consultant”) and the Town of Camp Verde, a municipal corporation (“Town”) and is awarded pursuant to Procurement #2010-078.

This Agreement is made and entered into on the 5th day of May 2010, and is for professional services as outlined below. The parties agree as follows:

Section I. Period of Service

The term of this Agreement shall commence on the approval of the final budget by the Town Council, and continue until the 30 day of June, 2011 unless terminated sooner by the parties, pursuant to Section V. below. This agreement may be extended for one (1) additional year upon approval of the parties under the same terms and conditions.

Section II. Compensation

For services rendered by consultant for the Town of Camp Verde to enhance the community’s compliance with the Town’s privilege sales tax and to conduct audits to the degree required. The Town and Consultant shall mutually agree upon the specific work product, scope of services and cost of any work performed. The rates the Consultant will be paid for professional services are set forth in Exhibit “A” (see option 1 and 2 in Exhibit “A”) attached herewith and incorporated herein by reference.

Section III. Billing

Consultant shall provide Consultant services to the Town, based on the written needs of the Town as set forth in Exhibit “A” attached herewith and incorporated herein by reference, but only as directed pursuant to Section IV. The Town shall pay Consultant, monthly, based upon work performed and completion to date and submission of invoices.

Section IV. Scope of Services

Consultant is being retained to provide professional services to the Town for those services more particularly described in the Scope of Work as set forth in Exhibit “A” attached herewith and incorporated herein by reference. Consultant shall not commence any work at any time unless directed to do so in writing by the Town Manager/ **Acting Town Manager or the individual acting in the capacity to administer this agreement.**

Section V. Termination

The Town reserves the right to cancel the whole or part of this Agreement due to failure by Consultant to perform under this Agreement. However, in the event that this Agreement is terminated, for any reason, the Town shall pay Consultant in full for all services already rendered, exclusive of any markup for profit or expected compensation following such termination, and all future obligations under this Agreement shall cease. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

Either party for any reason may cancel this contract by giving notice of cancellation in writing to the other party sixty (60) days prior to the effective date of cancellation.

Section VI. Successors and Assigns

Neither this Agreement, nor any obligation of Consultant hereunder, shall be assigned in whole or in part by Consultant without the prior written consent of the Town.

Section VII. Waiver and Severability

A waiver of any part of this Agreement, whether express or by conduct, shall not constitute a continuing waiver of such part (unless explicitly stated to be so), or a waiver of any other part, nor shall a waiver of any breach of this Agreement, or any part of it, whether express or by conduct, constitute a waiver of any succeeding breach. The provisions of this Agreement shall be severable such that if any provision shall be deemed to be invalid and unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions hereof.

Section VIII. Whole Agreement

This Agreement represents the parties' whole Agreement. There are no other promises, terms, conditions or obligations, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

Section IX. Professional Liability Insurance

At the discretion of the Town, Consultant may be required to provide professional liability insurance. If the Town elects to require the Consultant to provide professional liability insurance, the Town shall give the Consultant written notice of such election and within thirty (30) days thereafter the Consultant shall procure and maintain, at Consultant's sole expense, the following:

Certificate of Insurance for Professional Liability Insurance (Errors and Omissions) Policy with a limit of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate against claims in connection with the consulting services provided herein.

The Consultant shall keep said policies in force for the duration of the Agreement and for any possible extension thereof.

The Consultant's liability under this Agreement is not in any way limited by the insurance required by this Agreement.

Section X. Indemnity

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Town, its elected officials, officers, directors and employees (collectively, the "Indemnified Parties") against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement or willful misconduct.

Section XI. Compliance with Federal and State Laws

The Consultant understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. Under the provisions of A.R.S. §41-4401, Consultant hereby warrants to the Town that the Consultant will comply with, and are contractually obligated to comply with, all Federal Immigrations laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Consultant Immigration Warranty").

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

The Town retains the legal right to inspect the papers of any Consultant or subcontracted employees who work under this Agreement to ensure that the Consultant and his staff are complying with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any such inspections.

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

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

Pursuant to A.R.S. §§ 35-391.06 and 35.393.06, contractor certifies that it does not have a scrutinized business operation, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this 5th day of May, 2010

APPROVED AS TO FORM:

Town of Camp Verde:

Bill Sims, Town Attorney

By: _____
Bob Burnside, Mayor
Date: _____

By: _____
Donald E. Zelechowski, CPA, Consultant:
Date: _____

ATTEST:

The Mayor and Council approved this contract for execution at the regular session of May 5, 2010 _____

Town Clerk

The contract was reviewed and delivered, as signed by the Town, to the Consultant on _____

_____ 2010 by _____

Exhibit A

The services proposed include the development of an educational program and performance of privilege tax audits of taxpayers that conduct business within the community and for other services as may be required.

For all services rendered by Consultant in a professional manner will be charged depending on the following options at a rate of:

- A. Option #1: \$45.00 per hour of services provided if Professional Liability Insurance coverage is NOT required; or
- B. Option #2: \$48.00 per hour of services provided if Professional Liability Insurance Coverage is required.

Charges for service include all activities related in the services enumerated below:

Either party for any reason may cancel this contract by giving notice of cancellation in writing to the other party sixty (60) days prior to the effective date of cancellation.

Scope of Work (Consultant's Responsibility)

1. Develop tax payer education program designed to increase compliance with our tax program.
2. To perform all audits in a professional manner.
3. To be available to answer privilege tax questions and to provide information to staff and businesses.
4. To provide transportation to and from audit site within the state of Arizona.
5. To provide equipment and supplies necessary to complete the audits.
6. Audits must be performed within the legal boundaries of the state of Arizona and shall not include out of state trips. Taxpayers located out of state may be audited via records provided by the taxpayer through the mail. Out of state trips will be performed only if the records cannot be provided by the taxpayer through the mail. The Town of Camp Verde shall reimburse any reasonable travel expense incurred during out of state audits, but only with the prior written approval of the Town Manager. Such costs would include travel expenses and room and board for the duration of the audit fieldwork. The Town of Camp Verde must approve all out of state audits and related expenses before the audit is conducted.
7. All audits, taxpayer financial information, and other related information is confidential between the taxpayer, auditor, and those designated staff members of the Town of Camp Verde, as per the Tax Code.

Intent of Parties

Both parties intend and agree that services provided shall be rendered as an independent contractor and not as an employee. Auditor shall not receive any employee related benefits and shall retain full professional and administrative discretion in the conduct of any audit, except that the Town of Camp Verde shall retain the right to approve what taxpayer is to be audited, prior to the commencement of any audit.

DONALD E. ZELECHOWSKI
Certified Public Accountant

Telephone : 480-367-8421
E-mail: TheDonzz2004@Yahoo.com

April 26, 2010

TO : Carol J. Brown, Town of Camp Verde

FROM : Don Zelechowski, Tax Auditor

RE : Information on Audit Program

Dear Carol:

Please find below some information concerning the audit program and some answers to the questions posed by members of the Town Council. I also have attached some other documents that were initially sent to the Town when the audit program was first discussed over a year ago.

The education process is important and is the basis for the Town conducting its part to have information available for businesses subject to the Town privilege and use taxes. To this end, information letters concerning the Town's taxes levied on contractors, rental property owners, retailers, and mobile home dealers have been created. In addition, a general summary letter of the Camp Verde privilege taxes has also been created for distribution.

The Business License Clerk is able to provide to this information to business license applicants and the general public when contact is made with them. The contractor information letter has been passed on to the Building Dept. where the letter is to be provided when a building permit is issued.

Further, the general summary letter was sent to 29 accounting offices in the Verde Valley area to inform them of the Town's privilege tax. Rental information letters were also sent to area property managers to inform them of the rental tax levied by the Town.

To date, \$79,137 in Camp Verde privilege tax has been assessed, of which \$78,162 has been received. The balance should be received by the Town within the next 60 days. This additional tax revenue was found in the initial \$10,000 budget for this year.

A continuing audit program, even a nominal one, generates additional revenue because of the additional information presented through the information processes described above, the availability of a knowledgeable person to answer questions regarding the tax, and the direct contact with businesses through audit and tax verification procedures with those who are subject to the Town's tax. The knowledge that an audit presence exists, further

contributes to an increase in tax compliance.

I have worked in some towns for several years and certain revenue areas, e.g., local contractors and real property rentals, have an increase in tax compliance that is maintained through the years. However, tax deficiencies continue because new businesses come and go, staff members change, rental property owners change, etc, so it is a continuing effort. The initial first years of an audit program involve more research and compiling of data in order to review past transactions that have not been addressed before.

DONALD E. ZELECHOWSKI
Certified Public Accountant

11030 N. 64th St.
Scottsdale, AZ 85254
Telephone : 480-367-8421
E-mail: Yesmaam440@Aol.com

April 6, 2010

TO : Carol Brown, Town of Camp Verde

FROM : Don Zelechowski, Tax Auditor

RE : Auditor Summary

Dear Carol:

To date, I earned the \$10,000 budgeted for the tax audit program in the following manner:

Administrative

Admin. Misc	2.03%
Info Letters:	7.88%
Land Issue:	0.89%
Taxpayer Contacts:	4.09%

Research:

Business License:	3.30%
Contractor:	23.54%
Rental	11.69%
Tax DL	0.98%
Retailer	0.39%

Verification & Audits:

Contractor:	18.22%
Retailers:	0.53%
Rentals:	26.46%

100.00%

The Yavapai County residential report detailed 416 properties listed as residential rentals. There are other such properties not listed by the County as the owners have not properly registered. Of the County registered residential rental properties, I found that 19 of these properties were owned by folks who had three or more registered rental properties in Yavapai County, and 15 of these folks were sent rental verifications and rental tax information. There are rentals of commercial properties that need to be focused on as well and I have been working on a database for commercial properties from which further work can be performed.

The construction contractor work has focused on reviewing the taxes paid on the 2,200 plus building permits issued since 2004. These have been reviewed and some 32 construction contractor tax verifications have been sent. In addition, research consisting of compiling data on the sales of the spec built homes has been conducted. This information provides additional data for further construction contractor work.

Much work has been dedicated to conducting research and creating information letters and databases for future work. Future work will be far less weighted on these actions and more directly involved with tax verifications and work in other areas of business activity.

DONALD E. ZELECHOWSKI
Certified Public Accountant

11030 N. 64th St.
Scottsdale, AZ 85254

Phone: 480-367-8421
E-mail: Yesmaam440@AOL.COM

December 4, 2008

Mr. Michael Scannell, Town Manager
Town of Camp Verde
473 S. Main Street
Camp Verde, AZ 86322

RE: Privilege Tax Enhancement and Consulting Services

Outline of Tax Audit Program

1) Analysis of Businesses Operating in Town - to determine the tax reporting status of business known to be operating.

- a) Review business rolls for taxpayer privilege tax account numbers to verify reporting of tax through comparison to tax payment records.
- b) Perform research to determine non-licensed business operators through surveys of physical locations and through review of real property, utility, and building permit records.
- c) Institute license procedures to license non-complying businesses.

2) Real Property Rental Analysis - to determine real rental properties and verify that the property landlords are complying with the tax code.

- a) Compile real property rental database from real property ownership records, utility records, building permit records, business registration files, etc.
- b) Review tax payment records to obtain landlord tax account number and confirm tax payments.
- c) Send information letters to property owners to apprise them of real property rental and to verify compliance with tax code.

3) Construction Contracting Analysis - to determine taxable construction contracting receipts and to verify contractors are complying with tax code.

- a) Compile information database on all building permits issued.
- b) Summarize construction permits by contractor and calculate the tax due on construction receipts based on the permit valuation of work performed.

- c) Review tax payment records to obtain contractor tax account number and to compare tax payments on calculation of tax due from estimate based on permit valuation.
- d) Provide information letters to contractors at time of issuance of the building permit to apprise contractors of tax on their business receipts.

4) Statistical Analysis of Reporting Businesses - to review and analyze reporting histories of taxpayers for trends and comparative analysis.

- a) Compare tax payment histories of similar businesses, based upon standard industry codes, for comparative analysis.
- b) Taxpayer information provided upon start of business activities by providing information at initial contact with Town, e.g., issuance of building permit or business license.
- c) Brochures and information briefs available to businesses as part of a regular information process of the Town, e.g., an information brochure to be sent along with a utility billing.

6) Privilege Tax Audits of Taxpayer Business Records - to compare the tax liability of the business's receipts to the tax payments made to the Town.

- a) Perform audits of taxpayer businesses that fail to comply with prior Town requests for compliance with tax code.
- b) Perform audits of taxpayers that appear to be under reporting tax on receipts from available data, e.g., contractor that has been issued permits with work valuations in excess of taxable reported receipts.
- c) Random audit of businesses to establish audit presence and compliance activities.

To accomplish these projects, I will need to review the Town's privilege tax records from the Arizona Dept. of Revenue, receive a copy or summary of the Town's building permit records, review business license records, and other data as needed. This information will be kept in confidentiality of course.

Please contact me at 480-367-8421 to discuss further.

Sincerely,

Don Zelechowski, CPA

DONALD E. ZELECHOWSKI

Certified Public Accountant

11030 N. 64th St.
Scottsdale, AZ 85254

Phone: 480-367-8421
E-mail: Thedonzz2004@yahoo.com

December 4, 2008

Mr. Michael Scannell, Town Manager
Town of Camp Verde
473 S. Main Street
Camp Verde, AZ 86322

RE: Privilege Tax Enhancement and Consulting Services

This letter serves as an offer to contract with your municipality to provide privilege tax revenue enhancement services. These services will result in an increase in the privilege tax collections for your municipality, making current budget requests easier to fund. These services will result in a return of three or more times the contract amount in actual recovered tax revenue. In addition, information projects will assist taxpayers in complying with the Model Tax Code, resulting in additional privilege tax revenue.

I have been working with the Model Tax Code since its inception in 1987, and providing privilege tax enhancement services since 1986, first as an employee of the City of Scottsdale, and then with the City of Casa Grande where I began their supplemental auditing program in 1988. In 1993, I began my own business, working with communities throughout the state of Arizona.

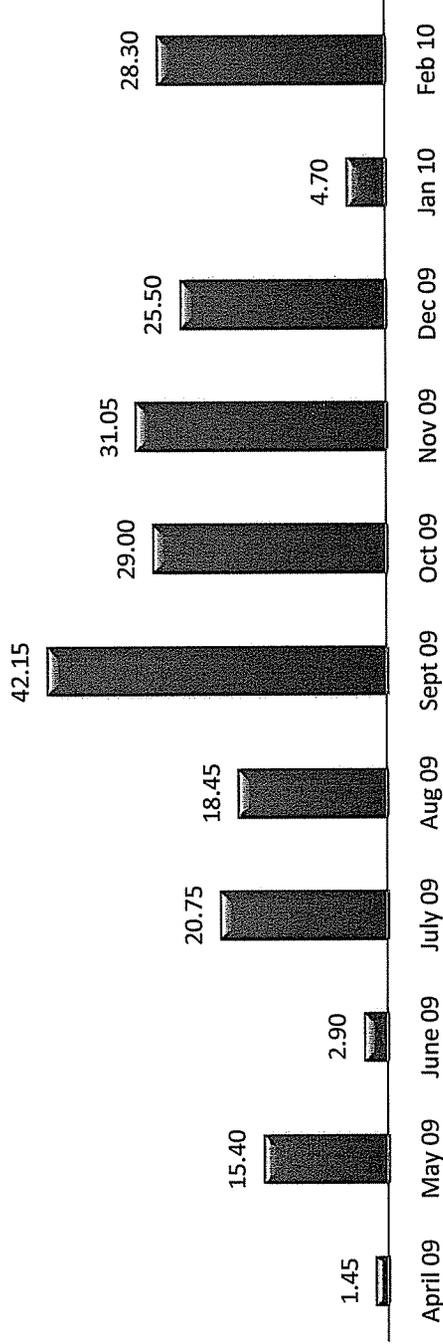
What is proposed for your community is a program consisting of information projects, tax payment verification, and privilege tax audits. The program would focus on construction contracting, real property rentals, sales of manufactured homes, restaurants and bars, retailers, peddlers and transient merchants. These businesses often have unreported privilege tax receipts because of a lack of understanding of how the Model Tax Code applies to their activities, and because of key differences between the Model Tax Code and the state of Arizona tax code. Educating the taxpayer about the tax laws applicable to them will result in an increase in the remittance of these taxes.

I welcome the opportunity to discuss with you further the services I can provide to your community. Please contact me at 480-367-8421 to discuss any questions you may have.

Sincerely,

Donald E. Zelechowski Certified Public Accountant

Hours Worked by Don Zelechowski



Month	Hours
April 09	1.45
May 09	15.40
June 09	2.90
July 09	20.75
Aug 09	18.45
Sept 09	42.15
Oct 09	29.00
Nov 09	31.05
Dec 09	25.50
Jan 10	4.70
Feb 10	28.30
	219.65

Don Zelechowski, Contract A - Average Weekly Hours
 Provided to the Town for TPT Collections and Estimated Current and Future Return on Investment (ROI)
 A=Average

□

	Contract Amt.	Consultant's Hourly Rate	Approx. Hrs. Delivered for Contract (Salary/Hours)	Months	A = Month Hrs.	A = Weekly Hrs.
9 mths FY 09/10	\$10,000.00	\$45.00/hr.	222	9	24.67	6.17
April, May June 2010	\$5,600.00	\$45.00/hr.	124	3	41.18	10.37
FY 10/11	\$19,600.00	\$45.00/hr.	436	12	36.3	9.08

	Contract Amt.	Revenues Generated from TPT Construction Misallocation	Estimated ROI
Return on Invest (ROI) Construction Tax only for 9 mths FY 09/10	\$10,000.00	\$70,831	7.08%

	Contract Amt.	ROI	Est. Revenues	Est. Revenues Less Contract Amt.	Est. Conservative Revenues To the Town in FY 10/11
ROI on FY 10/11	\$19,200.00 x 3 (conservative ROI)		\$57,600	\$19,600	\$38,000

Please note: Since rental tax compliance was approved by Council to be initiated January 1, 2010 and the Town has just begun to receive said revenues there was not enough historical data to analyze the ROI for rental TPT revenues.



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: May 5, 2010

Meeting Type: Regular Session

Consent Agenda Regular Session

Reference Document: Correction to Resolution 2010-808 and Intergovernmental Agreement (IGA) between the Town of Camp Verde and the Camp Verde Unified School District No. 28 of Yavapai County.

Agenda Title (be exact): Discussion, consideration and possible approval of **RESOLUTION 2010-808, A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING AND ADOPTING THE INTERGOVERNMENTAL AGREEMENT ("IGA") BETWEEN THE TOWN OF CAMP VERDE AND THE CAMP VERDE UNIFIED SCHOOL DISTRICT (CVUSD) ALLOWING CVUSD TO USE TOWN FACILITIES FOR PHYSICAL EDUCATION INSTRUCTION.**

Purpose and Background Information: At the April 21, 2010 council meeting, Staff was directed to change section C.5. Of the IGA between the Town and the CVUSD and the corresponding Resolution to state "five hours of community service per student". This was requested to provide clarification to the exact number of community service hours required of the CVUSD students. In closer examination of the IGA, Staff discovered a text error had been made when typing the IGA. Paragraph C.5. should have read:

FINANCIAL CONTRIBUTIONS. CVUSD agrees to perform **thirty- five** hours of Community Service per month based on a rate of \$10.00 per hour to cover the cost of general maintenance and janitorial in the amount of \$350.00 per month. The Community Service will be coordinated with the Town of Camp Verde, Maintenance Division, 395 S. Main Street, Camp Verde, AZ.

This correction allows CVUSD to better monitor the required hours of community service and manage their student's activities, providing direct accountability of those who participate in physical education class. It also satisfies Council's direction to clearly state the Town's specific requirements to fulfill the required monthly community service.

Recommendation (Suggested Motion): Move to approve

RESOLUTION 2010-808 OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING AND ADOPTING THE INTERGOVERNMENTAL AGREEMENT ("IGA") BETWEEN THE TOWN OF CAMP VERDE ("TOWN") AND THE CAMP VERDE UNIFIED SCHOOL DISTRICT NO. 28 ("CVUSD"). OF YAVAPAI COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Public Works

Contact Person: Ron Long

Action Report prepared by: D. Ranney



RESOLUTION 2010-808

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING AND ADOPTING THE INTERGOVERNMENTAL AGREEMENT ("IGA") BETWEEN THE TOWN OF CAMP VERDE ("TOWN") AND CAMP VERDE UNIFIED SCHOOL DISTRICT NO. 28 OF YAVAPAI COUNTY ("CVUSD") ALLOWING :

South Verde Technology Magnet High School (South Verde High School) students from the Camp Verde Unified School District No. 28, to make use of the Town gymnasium and soccer fields for the purpose of Physical Education Instruction.

WHEREAS, South Verde High School is included in Camp Verde School District number 28 of Yavapai County School District; and

WHEREAS, the Administration of South Verde High School desires to provide physical education classes to students attending South Verde High School; and

WHEREAS, South Verde High School lacks the necessary facilities to provide physical education classes; and

WHEREAS, The Town of Camp Verde Town Site is located directly across the street, a safe walking distance from South Verde High School; and

WHEREAS, The Public Works Building has a gymnasium suitable for basketball and other indoor activities, a soccer field is located behind the gymnasium; and

WHEREAS, For the past two years students from South Verde High have utilized the Town gymnasium and soccer field under an informal, verbal agreement; and

WHEREAS, The Town and South Verde High School, CVUSD recognize the importance of a more formal agreement.

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE RESOLVE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT AS FOLLOWS:

- A. The term of the Agreement shall be for one year, and may be extended by mutual written agreement of the Town and CVUSD for a term of one year. However, the agreement may not be extended more than four (4) times.
- B. When school is in session, South Verde High School will schedule the use of Town facilities through the Parks and Recreation division for one hour in the morning and one hour in the afternoon between the hours of 8:00 a.m. and 4:00 p.m.
- C. South Verde High School agrees to perform thirty-five hours of Community Service per month, Community Service will be coordinated with the Town of Camp Verde, Maintenance Division.
- D. Camp Verde Union High School and the Town, individually, will procure and maintain at their own expense, a property insurance policy and a policy of general liability insurance against claims for bodily injury, death, and property damage occurring in connection with the use of the facilities. Insurance provided by CVUSD shall be primary and insurance provided by the Town shall not contribute to liability covered by CVUSD insurance coverage.
- E. By signing below, the signer certifies the authority to enter into this IGA and has read the foregoing and agrees to accept the provisions herein.
- F. This IGA is entered into and is effective as of May 5, 2010 and shall continue until May 4, 2011, unless earlier cancelled or terminated. This IGA may be extended for four additional one-year periods, upon 30-calendar days written notice by either party, prior to expiration, and the written agreement of both parties.

PASSED AND APPROVED by the Mayor and Common Council of the Town of Camp Verde, Arizona, this 5th day of May, 2010.

Bob Burnside, Mayor

Date

ATTEST:

Deborah Barber, Town Clerk

APPROVED AS TO FORM:

Bill Sims, Town Attorney

INTERGOVERNMENTAL AGREEMENT
TOWN OF CAMP VERDE FACILITIES USE

This Intergovernmental Agreement Town of Camp Verde Facilities Use Agreement ("Agreement") is entered into this 5th day of May 2010, by and between Camp Verde Unified School District No. 28 of Yavapai County, a political subdivision of the State of Arizona, for and on behalf of South Verde Middle/High School and South Verde Technology Magnet ("CVUSD"), and the Town of Camp Verde, an Arizona municipal corporation (the "Town"), each individually a "Party" and jointly the "Parties."

RECITALS

The Town owns a gymnasium and fields located at 395 South Main Street in Camp Verde, Arizona (the "Facility").

CVUSD desires to use the Facility when instructing physical education courses taught through South Verde Middle/High School and South Verde Technology Magnet.

CVUSD is authorized to enter into this Agreement pursuant to Arizona Revised Statutes ("ARS") Section 15-342(13), Section 15-364(A), Section 15-1105 and Section 11-952.

The Town is authorized to enter into this Agreement under ARS Section 15-364(B) and Section 11-952.

Now therefore, for the mutual covenants and consideration herein, the Parties agree as follows:

AGREEMENT

1. TERM. The term of this Agreement ("Term") shall commence on May 5, 2010, and shall terminate no later than May 4, 2011. This Agreement may be extended by mutual written agreement of the Parties following written notice by either Party of intent to extend delivered to the other Party not less than thirty (30) days prior to the end of the then-current term. If the Parties agree, the Term shall be extended for one (i) year. Each successive term shall be for one (1) year; provided, however, that this Agreement may not be extended more than four (4) times.

2. PURPOSE. The purpose of this Agreement is to set forth the responsibilities and contributions of the Parties with respect to the use and operation of the Facility.

3. USE.

A. CVUSD shall have non-exclusive use of the Facility for the purpose of instructing physical education courses to students of South Verde Middle/High School and South Verde Technology Magnet.

B. CVUSD agrees to comply with all applicable state and federal laws and regulations, and with the policies and regulations of Town, pertaining to the use and occupancy of the Facility. Town shall ensure that CVUSD has copies of Town policies and regulations pertinent to this Agreement. During the hours CVUSD is using the Facility, CVUSD shall not (i) use or allow any portion of the Facility to be used for any unlawful purpose, (ii) commit or allow to be committed any waste or nuisance in or about the Facility, (iii) violate any insurance coverage maintained by CVUSD or the Town, (iv) allow a number of persons in any portion of the Facility in excess of the legal or normal capacity of the Facility, and (v) permit smoking or alcohol in any portion of the Facility.

C. At the end of each session of use of the Facility by CVUSD, CVUSD shall perform routine cleanup of garbage, floor sweeping, and organization of equipment and furniture. CVUSD shall provide equipment required for its physical education courses. CVUSD shall repair or replace any of Town's equipment which is damaged during CVUSD use of the equipment.

4. SCHEDULING. The CVUSD will schedule the use of the Facility through the Town, primarily through its Parks and Recreation Department. Town events shall have priority in use of the Facility. When CVUSD is in session, CVUSD may, except when other scheduled events preclude its use, use the Facility for one hour each morning and one hour each afternoon, and such hourly use shall be scheduled between the hours of 8:00 a.m. and 4:00 p.m.

5. FINANCIAL CONTRIBUTIONS. CVUSD agrees to perform thirty- five hours of Community Service per month based on a rate of \$10.00 per hour to cover the cost of general maintenance and janitorial in the amount of \$350.00 per month. The Community Service will be coordinated with the Town of Camp Verde, Maintenance Division, 395 S. Main Street, Camp Verde, AZ.

6. INSURANCE.

A. CVUSD will procure, at its expense, and maintain during the term hereof, a property insurance policy and a policy of general liability insurance against claims for the bodily injury, death, and property damage occurring in connection with the use of the Facility as part of its general policy. This may be self-insurance through the Arizona School Risk Retention Trust and shall provide insurance coverage no less than provided for CVUSD buildings and operations. Insurance provided by CVUSD shall be primary and insurance provided by the Town shall not contribute to liability covered by CVUSD insurance coverage.

B. Town will procure, at its expense, and maintain during the term hereof, a property insurance policy and a policy of general liability insurance against claims for the bodily injury, death, and property damage occurring in connection with the use of the Facility as part of its general policy. This may be self-insurance through the Arizona School Risk Retention Trust and shall provide insurance coverage no less than provided for Town buildings and operations.

7. LIABILITY AND INDEMNITY. CVUSD agrees to conduct its activities in the Facilities in a careful and safe manner. In the event both Parties, including but not limited to employees, agents, students or invitees, participate in a liability-causing event, each Party shall contribute to the common liability at a pro rata share based upon its relative degree of fault as established by compromise, arbitration, or litigation. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, any agreement by a Party to defend, hold harmless or indemnify the other Party shall be limited to, and be payable only from, available insurance or self-insurance coverage for liability assumed by contract, if any, available as part of its general liability insurance program.

8. ENTIRE CONTRACT. This Agreement and any Exhibits attached hereto are the entire agreement between Town and CVUSD concerning this matter. The Parties shall not be bound by or be liable for any statement or representation of any nature not set forth in this Agreement. Alterations and modifications of any of the provisions of this Agreement shall not be valid unless reduced to writing and signed by both Parties.

9. TERMINATION. Either Party may terminate this Agreement by delivering written notice of intent to terminate to the other Party not less than thirty (30) days prior to the effective date of termination. Such termination shall be effective at the end of the then-current academic semester or quarter, as appropriate, in which notice was delivered.

10. MAINTENANCE. Except as provided elsewhere herein, Town shall be responsible for all maintenance, repairs, improvements and additions to the Facility, except for repairs resulting from use of the Facility by CVUSD, which repairs shall be the obligation of CVUSD. Town shall be responsible for the provision of utilities and payment for utility services to the Facility, including but not limited to water, sewer, electricity, heating, cooling, telecommunications, garbage disposal, and snow removal.

11. WAIVER. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or either Party's delay in the exercise of any such rights or remedies shall not release the other Party from any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of the Party to insist upon strict performance of this Agreement.

12. DELEGATION AND ASSIGNMENT.

A. Town shall have the right to delegate Town's duties under this Agreement provided Town notifies the District in writing of such delegation, and provides the District with contact information of the delegee.

B. CVUSD shall not assign its rights under this Agreement without the prior written consent of Town.

13. ARBITRATION. In the event of a dispute hereunder, the Parties agree to negotiate in good faith to resolve any differences, and if such negotiations fail, then to use arbitration insofar as required by Arizona Revised Statutes Sections 12-1518 and 12-133, and the rules promulgated thereunder.

14. CONFLICT OF INTEREST. The Parties understand that this Agreement is subject to cancellation pursuant to ARS Section 38-511.

15. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Arizona, the courts of which state shall have jurisdiction of the subject matter thereof.

16. RELATIONSHIP.

A. The Parties agree that neither the Town nor any employees or other personnel of the Town will, for any purpose, be considered employees of the CVUSD. CVUSD shall not be responsible in any manner for the supervision, daily direction and control of the Town and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for Town and any of its employees or other personnel.

B. The Parties agree that neither CVUSD nor any employees or other personnel of CVUSD will, for any purpose, be considered employees of the Town. The Town shall not be responsible in any manner for the supervision, daily direction and control of CVUSD and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for CVUSD and any of its employees or other personnel.

17. AUTHORITY.

A. The individual signing below on behalf of the Town hereby represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of the Town and that this Agreement is binding upon the Town in accordance with its terms.

B. The individual signing below on behalf of CVUSD hereby represents and warrants that such individual is duly authorized to execute and deliver this Agreement on

behalf of CVUSD and that this Agreement is binding upon CVUSD in accordance with its terms.

In Witness whereof, the Parties execute this Agreement:

FOR TOWN:

By: _____
Bob Burnside, Mayor

Attest: _____
Debbie Barber, Town Clerk

This Agreement is in the proper form and is within the power and authority granted to Town under ARS Section 11-952 *et seq.*:

By: _____
Town Attorney

FOR CVUSD:

By: _____
Tim Roth, Board President

Attest: _____
Mary Hudson, Superintendent/Board Secretary

This Agreement is in the proper form and is within the power and authority granted to CVUSD under ARS Section 11-952 *et seq.*:

By: _____
Attorney for the District



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: May 5, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: Parks & Recreation Facility Rules and Regulations

Agenda Title (be exact):

Discussion, consideration, and possible approval of Town of Camp Verde Facility Rental Rules and Regulations.

Purpose and Background Information:

These are the Facility Rules and Regulations that the Parks & Recreation Department has been using for the past 10 years. It has been discovered that they have never been adopted by Council. The Facility Rules and Regulations are given out to the public when they come into the office to rent one of our Town facilities.

Recommendation (Suggested Motion):

1. Move to approve Town of Camp Verde Facility Rental Rules and Regulations.

Finance Review: **Budgeted** **Unbudgeted** **N/A**

Finance Director Comments/Fund: N/A

Attorney Review: **Yes** **No** **N/A**

Attorney Comments: N/A

Submitting Department: Public Works

Contact Person: Ron Long

Action Report prepared by: L. Moore

Town of Camp Verde Facility Rental Rules and Regulations

I. APPLICATION - PRIORITIES

- a) The primary use of municipal public recreation buildings and facilities is for activities of a constructive recreational nature, organized and conducted by the Parks & Recreation Department.
- b) Town of Camp Verde activities and meetings will have priority use of the facilities over other applications for the facility space. When conflict occurs, facility use permits held by non-sponsored groups or persons may be cancelled as authorized by the Public Works Director.
- c) The Parks & Recreation Department reserves the right to cancel or suspend any and all events with little or no notification in the case of inclement weather, unsafe conditions or damage to the facilities or fields as well as but not limited to, repair and maintenance.
- d) The use of the building or facility shall not be granted when, as determined by the Public Works Director, such use of building or facility is not in the best interest of the Town.
- e) Application shall be issued to responsible adults (21 yrs. of age) only; who shall be in attendance when application is made.
- f) Payment for the entire reservation cost plus the entire amount of deposit shall accompany the facility reservation permit. Payments must be in the Parks & Recreation office at the time of signing permit.
- g) Continuous use of facilities by clubs or enterprises shall be permitted through a facilities agreement, which may be re-issued annually by the Town Council. No permit shall exceed a three-year period of time.
- h) Continuous use of facilities for specialty classes shall be permitted through an Agreement for Co-Sponsored Services, which may be re-issued annually by the Town Council. No permit shall exceed a one-year period of time.

II. APPROVAL/ REVOCATION- RULES OF CONDUCT FOR ACTIVITIES

- a) All activities are required to be under competent adult supervision and assuming full responsibility for any damages to facilities or equipment. If a Parks & Recreation employee is on duty, he/she shall exercise authority over the permit holder or its activities.
- b) Cancellations must be made forty-eight (48) hours prior to the date of use, or the permit holder may be held responsible for all charges at the discretion of the Public Works Director.
- c) No apparatus (scenery, etc.), furniture or equipment shall be moved into a Parks & Recreation facility unless special permission is granted in advance and shall be removed from the facility promptly after use.
- d) The Permit Holder must provide a certificate of insurance for General Liability insurance of at least \$1,000,000.00 per occurrence and \$2,000,000 aggregate against claims for bodily injury, death and property damage and names the Town of Camp Verde, AZ as an Additional Insured in connection with the use Town facilities and parks.

- e) Facilities and public parks must be vacated by 10:00 p.m. unless permission is granted specifically in the permit. It is the responsibility of the Permit Holder to assure that this policy is administered. Event shall be concluded on time to provide for cleanup and clearance of the facility as stated in the permit.
- f) The permit holder will be responsible for the clean up of all debris or trash and securing all debris, waste or trash in provided receptacles before leaving the area. The failure to comply with this may result in the loss of your deposit.
- g) The use of tobacco in any facility in any form is prohibited.
- h) The use of alcohol in any facility or public park is prohibited.**
- i) Glass beverage containers are not permitted in any facility or public park.
- j) BBQ's are not allowed under the Ramadas.
- k) Amplified music without authorization is prohibited. The Camp Verde Noise Ordinance is strictly enforced.
- l) No overnight camping.
- m) All statutes and ordinances of the Federal, State, County and Town shall be obeyed.
- n) Control of lights, keys, locks, locking of doors, gates, etc. will be the responsibility of the permit holder. Doors and gates left unlocked or lights left on could result in the loss of your deposit.
- o) Use of facility shall not include business or commercial activities, except by special agreement with the Public Works Department.

III. CLASSIFICATIONS

Class A – Town co-sponsored organized groups or other government agencies, Little League, AYSO and Youth Football. Community members using the gym whose purpose is clearly for recreational use.

Class B – All Charitable, Religious and Civic Organizations.

Class C – Profit making individuals, groups or organizations using facilities for raising money or whose purpose is clearly of a profit making status.



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: May 5, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: FY2009-2010 Budget, Refunding Agreement between the General Fund and the Parks Fund

Agenda Title (be exact):

Discussion, consideration, and possible approval of 1) the reversal of the budgeted entries for the Operating Transfer from the General Fund to the Parks Fund and 2) the reversal of the Interfund Loan Repayment budgeted entries for the repayment of the monies loaned to the Parks Fund by the General Fund in the FY 2009-2010 Budget; and 3) amend the Refunding Agreement to allow for the Interfund Loan to be repaid when the Parks Fund has cash available to make the payments.

Purpose and Background Information:

On February 7, 2008, Council approved the purchase of 118.7 acres of Forest Service land for \$2,400,000. To fund this acquisition, it was necessary for the General Fund to loan the Parks Fund \$832,000.

On March 5, 2008, Council approved a Refunding Agreement to memorialize the terms and conditions of the \$832,000 inter-fund loan between the Town's General Fund and the Town's Park Fund. This Refunding Agreement established terms of repayment stating that the Parks Fund would repay the General Fund \$50,000 per quarter until the balance is paid in full (\$200,000 per year).

To honor the requirements of the Refunding Agreement and track the repayment of the loan, staff established in the FY2008-2009 Budget an expenditure line item titled "Interfund Loan Repayment" in the Parks Fund as well as a revenue line item titled "Transfers In-Parks Fund" in the General Fund. Monthly adjusting entries have been made to reflect the intended repayment of the loan.

During the preparation of the financial statements for the FY2008-2009 audit, staff was notified that the transactions established in the FY2008-2009 Budget to record the repayment of the Refunding Agreement were not established correctly. At this time, the budget for the FY2009-2010 was already adopted.

The Interfund Loan is a balance sheet transaction that records an accounts receivable in the General Fund and a corresponding liability in the Parks Fund. As payments are made from the Parks Fund to the General Fund, the accounts receivable account and the corresponding liability account are reduced accordingly. Staff's intention in establishing the corresponding revenue and expenditure line items was to have transactions recording the repayment of the loan. The error was in recording the transactions as revenues and expenditures. The result of correcting these aforementioned transactions in the FY2008-2009 financial statements was to eliminate the revenue and expenditure transactions and record only the adjustments to the accounts receivable and liability accounts. While the revenue and expenditure transactions of the Interfund Loan Repayment were eliminated, the Operating Transfer from the General Fund to the Parks Fund was not. This portion of the transaction was viewed a separate transaction that was used to provide the Parks Fund with cash to operate. The intended purpose of the Operating Transfer was to provide the Parks Fund with monies with which to repay the Interfund Loan via the Refunding Agreement, resulting in a zero effect to the General Fund (monies being transferred out to the Parks Fund and the same amount of monies being transferred back from the Parks Fund).

The Parks Fund had a fund balance of <\$744,077> (negative) at June 30, 2008. At June 30, 2009, the Parks Fund had a fund balance of <\$326,933> (negative). This reduction in negative fund balance was, in part, due to the Operating Transfer from the General Fund to the Parks Fund that was intended to be utilized to repay the Interfund Loan not being reversed as was the other side of the transactions. Since the Interfund Loan is a balance sheet item, in order for the Parks Fund to make a payment, the Parks Fund must accumulate cash in order to pay back the General Fund. Similar to making a personal loan

payment, you must have cash in order to make the payment.

In order to properly account for the Interfund Loan Repayment via the Refunding Agreement in the current fiscal year, it is necessary to reverse the following revenue and expenditure budgeted appropriations in the FY2009-2010 Budget:

- General Fund
 - Operating Transfers In – Parks Fund; Account 01-40-00-7704; Appropriation \$200,000
- Parks Fund
 - Interfund Loan Repayment (General Fund); Account 04-50-00-8801; Appropriation \$200,000

In order to reverse the Operating Transfer intended to supply the Parks Fund with monies necessary to make the Interfund Loan Repayment in the current fiscal year, it is necessary to reverse the following budgeted appropriations in the FY2009-2010

- General Fund
 - Operating Transfers Out – Parks Fund; Account 01-40-00-8804; Appropriation \$200,000
- Parks Fund
 - Operating Transfers In – General Fund; Account 04-40-00-7701; Appropriation \$200,000

Council can decide to continue to fund the Parks Fund with an Operating Transfer to eliminate the Park Fund's negative fund balance and allow it to build up reserves with which to repay the Interfund Loan Agreement. With the current economic conditions of the Town, staff does not support this option as the General Fund needs all of the resources that it can retain. Council can also decide to either write-off or forgive a portion of the Interfund Loan each year OR Council can decide to wait until the Parks Fund has cash available to pay back the General Fund when the economy improves. Staff recommends the option of waiting until the Parks Fund has cash available to pay back the General Fund.

The correction of the budget appropriations as well as the reversal of the transactions made in the current fiscal year to date will result in the correct handling of the Interfund Loan Repayment and the proper reporting of the transactions.

Recommendation (Suggested Motion):

Approval of 1) the reversal of the budgeted entries for the Operating Transfer from the General Fund to the Parks Fund; and 2) the reversal of the Interfund Loan Repayment budgeted entries for the repayment of the monies loaned to the Parks Fund by the General Fund in the FY 2009-2010 Budget; and 3) amend the Refunding Agreement to allow for the Interfund Loan to be repaid when the Parks Fund has cash available to make the payments.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Attorney Review: Yes No N/A

Attorney Comments:

Submitting Department: Finance Department

Contact Person: Lisa Elliott, Senior Accountant

Action Report Prepared By: Lisa Elliott, Senior Accountant

REVISED REFUNDING AGREEMENT

This Revised Refunding Agreement is to modify the Refunding Agreement adopted by Council on March 5, 2008 that stated as follows:

The aggregate sum of eight hundred thirty-two thousand dollars (\$832,000) shall be transferred from the Town Parkland Acquisition Fund to the Town of Camp Verde General Fund, Local Government Investment Pool Account pursuant to the payment terms set forth below:

Terms of Repayment: Payable on a quarterly basis with fifty thousand dollars being tendered each quarter beginning on October 1, 2008 and continuing on a quarterly basis thereafter until the full amount of the funds borrowed, that being eight hundred thirty-two thousand dollars (\$832,000), is repaid in full.

This revision serves to include the provision that the Parks Fund shall make payments to the General Fund when cash resources are available for repayment. In times when the cash resources are not available for repayment, the repayment period will be extended until a time in which cash resources are available for repayment.

APPROVALS

Mayor

Date

Attest:

Town Clerk

Date

Determination of Counsel

The foregoing agreement has been reviewed by the undersigned attorney for the Town of Camp Verde, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Town of Camp Verde.

Town Attorney

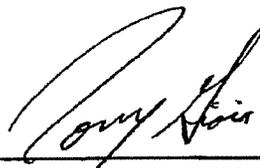
Date

REFUNDING AGREEMENT

The aggregate sum of Eight Hundred Thirty-Two Thousand Dollars (\$832,000) shall be transferred from the Town Parkland Acquisition Fund to the Town of Camp Verde General Fund, Local Government Investment Pool Account pursuant to the payment terms set forth below:

Terms of Repayment: Payable on a Quarterly basis with fifty thousand dollars being tendered each quarter beginning on October 1, 2008 and continuing on a quarterly basis thereafter until the full amount of the funds borrowed, that being Eight Hundred Thirty-Two Thousand Dollars (\$832,000), is repaid in full.

APPROVALS



Mayor

3/6/08

Date

Attest:

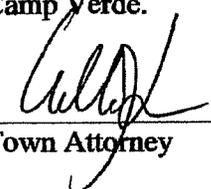

Town Clerk

3-14-08

Date

Determination of Counsel

The foregoing agreement has been reviewed by the undersigned attorney for the Town of Camp Verde, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the Town of Camp Verde.



Town Attorney

3/14/08

Date



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: May 5, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: N/A

Agenda Title (be exact):

Discussion, consideration, and possible direction to staff relative to placing a plaque on the gazebo honoring Tom Neilson's efforts in constructing the gazebo.

Purpose and Background Information:

Tom Neilson served on the first Town Council and was instrumental in the efforts to build the gazebo that our Town has enjoyed for many years. It seems fitting and proper with the passing of Tom, that we honor his memory in some manner. I believe a nice plaque placed on or near the gazebo would be an appropriate way to honor his commitment and service to our Town.

Recommendation (Suggested Motion):

Move to direct staff to purchase and place a plaque on or near the gazebo that recognizes Tom Neilson's efforts in the construction of the gazebo.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Mayor & Council

Contact Person: Council Member Jackie Baker

Action Report prepared by: D. Barber



TOWN OF CAMP VERDE
Agenda Action Form

Meeting Date: May 5, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: N/A

Agenda Title (be exact):

Discussion, consideration, and possible direction to staff relative to setting a return policy for Town-owned equipment, keys, credit cards, files, hard copies of reports, and documents to include all items funded by the tax payers and/or material that should remain in the Town's archives, etc. when an employee or Council member ends their service with the Town.

Purpose and Background Information:

There have been issues in the past relative to a policy for departing employees and/or Council members returning items that belong to the Town. Though there is an Exit Process in the Personnel Handbook that covers personnel, Council and/or Commission members are not covered. Further, there was confusion with the recent departure of the Manager in that the Mayor had to make arrangements to meet him late on a Sunday evening.

I feel that it would serve the Town better if rules were in place that establishes specific procedures that apply to everyone. An example might include a provision that all Town property including equipment, files, etc. must be relinquished on the last day that the employee or Council member is physically present or the last day of the workweek.

Recommendation (Suggested Motion):

Move to direct staff to prepare an Exit Process to include in the Council Policies, Rules & Procedures Handbook and to clarify the process in the Personnel Manual so that everyone understands the procedures.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Mayor & Council

Contact Person: Council Member Norma Garrison

Action Report prepared by: D. Barber



CHAPTER 8

TERMINATION OF EMPLOYMENT

Section 8-2-3 Final Pay Check

- A) The Finance Department shall be notified of the employee's separation date through the Personnel Action Form. Employees shall receive pay for work performed through the last hour worked and for unused benefits as stipulated by Town policy and laws governing such payments.
- 1) Involuntarily terminated employees must be issued their final paycheck within 3 working days of the termination. It is the responsibility of the Department Head to forward to Human Resources all completed paperwork to meet this federal requirement.
 - 2) All other employees who leave the employment of the Town will be paid at the next regular pay period.
 - 3) Costs of unreturned Town property will be deducted from the final paycheck.
- B) Before the final paycheck is issued to the employee, it is the responsibility of the Department Head to ensure that the employee has completed final clearance. Verification of clearance must accompany the Personnel Action Form.



Section 8-2-4 Continuation of Benefits

- A) Benefits continue through the time actually worked by the employee. If the employee works any part of the month, Town-provided insurance benefits will continue through the last day of the month.
- B) Employees eligible to continue health benefits through C.O.B.R.A. and H.I.P.A.A. will be notified by the Town's Health Insurance Administrator within the time limit determined by law.
- C) For those employees who are not retiring, monies accumulated in the employee's retirement account are refundable. Forms required to request this refund are available through the retirement plan.



CHAPTER 8

TERMINATION OF EMPLOYMENT

- B) A Department Head may lay off an employee with the approval of the Town Manager because of material change in duties or organization or because of shortage of work or funds. Affected employees shall be given written notice as soon as possible, but not later than a minimum of 14 calendar days prior to the effective date of a proposed layoff.
- C) Layoff decisions, recall and filling of regular job vacancies may be made based on documented ability and performance of the duties required in the job and consideration of an employee's length of continuous service with the Town in the classification. Where documented performance, experience, and qualifications are equal, decisions to lay off, recall, and fill vacancies will normally be made on seniority within the affected classification within the department.
- D) Layoff decisions shall be coordinated among the various Town departments to provide possible transfer of employees to positions for which the employees qualify.
- E) An employee who has been laid off by the Town may be recalled within one year of the layoff if the employee's previously-held job is reopened or if a similar job for which the laid off employee is qualified becomes available. The Town is not required to follow the competitive hiring process to recall a laid off employee.

* POLICY 8-2 EXIT PROCESS

The Department Head is responsible for coordinating the exit process with the Human Resources Department.

Section 8-2-1 Exit Clearance

Included in the final clearance is a verification that all Town equipment, materials, and supplies, such as keys, identification card, Town credit cards, and uniforms, depending upon the department, etc., have been returned.

Section 8-2-2 Exit Interview

Regular full-time and regular part-time employees can participate in an exit interview. The interview will be scheduled prior to the last day of employment. The Exit Interview shall be maintained separately from the employee's personnel file. Temporary employees do not ordinarily participate in an Exit Interview unless they volunteer to complete the interview.



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: May 5, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: N/A

Agenda Title (be exact):

Discussion, consideration, and possible approval of the job descriptions and salary ranges for the Senior Accountant and Special Projects Administrator positions.

Purpose and Background Information:

It has been brought to Council's attention that the job descriptions and pay ranges for these two positions were never formerly reviewed by Council, as required by the Personnel Manual. The Personnel Manual requires a very comprehensive approach to approving new positions. A report was to have been prepared for review by the Manager and the Council. Council never received a report.

This action will formalize Council's authorization for the two positions. Further, staff should be reminded of the procedures to be used when creating new positions.

Recommendation (Suggested Motion):

Move to approve the job descriptions of the Senior Accountant and Special Projects Administrator positions and salary ranges.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Mayor & Council

Contact Person: Council Member Norma Garrison

Action Report prepared by: D. Barber



CHAPTER 3 COMPENSATION

Revision of position descriptions and re-allocations within the classification plan shall be made as often as is necessary to provide current information on positions and classes. It is the duty of the Human Resources Director to examine the nature of all positions and to allocate them to existing or newly created classes; to make changes in the classification plan as are made necessary by changes in the duties and responsibilities of existing positions; and to periodically review the entire classification plan and recommend appropriate changes in the allocations of positions in the classification plan.

Section 3-12-1 Procedure

- A) When a new position is requested by a Department Head or the duties of an old position are substantially changed, the Department Head shall submit a written recommendation to the Human Resources Director including justification for the reclassification and emphasizing changes in the position responsibilities or requirements for qualifications, such as experience, education, certifications, etc.
- B) The request will be reviewed by the Human Resources Director. A job audit, which is an analysis of the critical elements of a position and placement in the Town's classification/salary schedule, will be undertaken.
- * C) If the request is justified, the budget impact will be determined and a report prepared for review by the Town Manager and Town Council.
- * D) Any reclassification involving an upgrade of salary that is not requested and approved as part of the budget process must have specific Council approval.
- E) If approved, the Human Resources Department will take the necessary steps to implement the reclassification.
- F) If the requested action is for downgrading of a position, and the Town Manager agrees, the Human Resources Director shall coordinate implementation steps.
- G) If the Town Manager does not concur with the request for the downgrade, the Department Head will be provided with reasons. The decision of the Town Manager is final.
- H) As a result of reclassification, the salary range shall be increased or decreased.
- I) Any employee who considers his or her position improperly classified shall first submit a request in writing for reclassification to his/her Department Head, who shall review the request and transmit with written recommendation to the Human Resources Director, who will follow the justification procedures above.

Job Description**Exempt (R68)****SPECIAL PROJECTS ADMINISTRATOR**

Department:	Administration	Revised Date:	July 2009
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GENERAL PURPOSE: Under general supervision, coordinates and administers special programs or projects as directed by the Town Manager; work involves coordinating, planning, researching, and implementing all activities of a program or project identified as a critical Town service; duties require considerable initiative and independent judgment within the assigned area of responsibility; assures compliance to state and Federal regulations, and Town policies, procedures and goals.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

- Plans, develops, and coordinates Special Projects as assigned by the Town Manager; serves as the principal advisor to the Town on these programs and projects; develops plans and procedures to meet Town goals and objectives; identifies problems, interprets concerns, defines desired results, and develops solutions; determines scope and priorities of programs and special projects.
- Represents the Special Projects Administration to other Town departments, elected officials and outside agencies; interprets and explains policies, procedures, rules and regulations; coordinates strategies to integrate services with other programs, departments and agencies; assures the integrity of the Special Projects' work products, processes and procedures; monitors technical documents for accuracy, completeness, and compliance with Federal, state, and Town policies and practices; reviews status reports, and recommends appropriate actions.
- Reviews and approves applications, agreements, plans and reports of project activities; manages the collection, analysis and reporting of administrative and operational data; assures effective communication of project issues; coordinates with citizens' groups, develops cooperative professional relationships with local professionals.
- Identifies resources needed and implements projects according to approved project design; evaluates the effectiveness of projects and responds to questions from residents and provides information and customer service; investigates and resolves inquiries and complaints, enforces rules and regulations, and reviews trends in planning and development programs; assures that appropriate services are provided.
- Assesses needs and researches current data on topic and reviews statistical material; researches additional funding resources including state and federal grants and prepares proposals as appropriate; serves as a resource throughout implementation of the project; maintains communication and interaction with all stakeholders.
- Performs other related duties as assigned or required.

Job Description**MANAGERIAL RESPONSIBILITIES:**

Directly supervises assigned staff.

MINIMUM QUALIFICATIONS:**Education and Experience:**

Bachelor's Degree in Urban Planning, Business or Public Administration, or related field; AND five year's experience in project management; OR an equivalent combination of education and experience.

Required Licenses or Certifications:

- Must possess State of Arizona Driver's license.
- Professional certification through the American Institute of Certified Planners (AICP) is preferred; depending on the needs of the Town, incumbent may be required to obtain additional technical certifications.

Required Knowledge of:

- Town policies and procedures.
- Principles and practices of public administration and government.
- Principles of land use planning and urban design.
- Organizing and implementing comprehensive administrative programs.
- Federal, State and local laws, rules, codes and regulations governing planning, zoning, building, safety, code enforcement, community planning and economic development.
- Town land use and development regulations, zoning codes, planning concepts and principles.
- Techniques and practices for efficient and cost effective management of allocated resources.
- Occupational hazards and safety precautions.
- Record keeping and file maintenance principles and procedures.

Required Skill in:

- Analyzing issues, evaluating alternatives, and making logical recommendations based on findings.
- Interpreting and applying development standards and procedures, Federal and state rules and regulations, and Town policies and procedures.
- Assessing Town needs and developing and promoting effective solutions.
- Presenting and defending reports and information in a public speaking setting such as public hearings and neighborhood meetings.
- Reading and interpreting technical specifications, and checking details, estimates, plans, and specifications of projects.
- Establishing and maintaining cooperative working relationships with employees, officials, contractors, other development agencies and the general public.
- Maintaining accurate and interrelated technical and computerized records.
- Communicating clearly and concisely, both verbally and in writing.

Physical Demands / Work Environment:

- Work is performed in a standard office environment.

Job Description

Non-exempt (R55)



SENIOR ACCOUNTANT

Department:	Finance	Revised Date:	November 2008
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GENERAL PURPOSE: Under general direction and oversight of the Finance Director, the Senior Accountant performs complex professional governmental accounting work including the examination, maintenance, verification, analysis, and reconciliation of financial records; assists in developing and installing accounting systems; and prepares accounting and auditing reports. An employee in this job class directs, coordinates, and supervises the work of other accounting staff. The Senior Accountant regularly advises and consults with the Finance Director.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

- Plans and directs general accounting operations, including general ledger maintenance, accounts payable and receivable, payroll, and purchase orders.
- Administers Town budget, tracks expenditures, and coordinates budget development; monitors budget and financial variables, revenue cycle and expenditure trends.
- Analyzes and verifies journal entries and bank reconciliations; verifies the accuracy of financial records; researches and resolves accounting and budget issues; interprets and explains financial policies and rules.
- Manages the preparation and filing of financial reports; analyzes expenditures and develops revenue projections; coordinates external financial reporting and work with external auditors.
- Reviews source documents for compliance to rules and regulations; determines proper handling of financial and technical transactions within designated limits; reports discrepancies.
- Assures that Town financial records are complete, accurate, and in compliance with laws, ordinances, and regulations which affect municipal finance operations, and Generally Accepted Accounting Principals.
- Assists department heads and other Town staff on technical accounting matters. Responds to requests for information and refers matters requiring policy interpretation to manager for resolution.
- Assures that all reports and paperwork are completed in a timely manner; updates, corrects, retrieves and releases information according to procedures.
- Maintains the absolute confidentiality of all records and information.
- Performs other related duties as assigned or required.

MANAGERIAL RESPONSIBILITIES:

Supervises accounting staff

Job Description

MINIMUM QUALIFICATIONS:

Education and Experience:

Associates Degree in Finance, Accounting or Business Administration with an accounting concentration; AND three year's accounting experience, including at least one year in governmental accounting; OR an equivalent combination of education and experience.

Required Licenses or Certifications:

Must possess State of Arizona Driver's license.

Required Knowledge of:

- Town organization, operations, policies and procedures.
- General accounting standards, policies, procedures and regulations.
- Public Sector accounting and budgeting principles and methods, including payroll and special fund rules and procedures.
- Applicable state and Federal rules, codes and regulations.
- Basic leadership and supervisory practices and techniques.
- Record keeping and file maintenance principles and procedures.
- General ledger reconciliation procedures.
- Business and personal computers, and spreadsheet software applications.

Required Skill in:

- Interpreting and applying accounting rules and Town policies and procedures.
- Maintaining interrelated financial and technical records, and identifying and reconciling errors.
- Using initiative and independent judgment within established procedural guidelines.
- Analyzing and interpreting financial documents, and preparing financial reports.
- Correcting and updating financial information systems.
- Performing mathematical calculations with skill and accuracy; reviewing and verifying calculations.
- Establishing and maintaining cooperative working relationships with co-workers and general public.
- Assessing and prioritizing multiple tasks, projects and demands.
- Effective supervision skills and establishing and maintaining effective and harmonious working relationships with other staff, managers, elected and appointed officials and the public.
- Preparing clear, comprehensive, concise written reports and communications as well as complex statistical analyses.
- Communicating clearly and concisely.

Physical Demands / Work Environment:

- Work is performed in a standard office environment.

**Town of Camp Verde
Permanent Salary Range Table**

Range	MIN	MID	MAX		Range	MIN	MID	MAX
11	\$13,712	\$17,289	\$20,865		55	\$40,641	\$51,240	\$61,839
12	\$14,055	\$17,721	\$21,386		56	\$41,657	\$52,521	\$63,385
13	\$14,406	\$18,164	\$21,921		57	\$42,698	\$53,834	\$64,970
14	\$14,767	\$18,618	\$22,469		58	\$43,765	\$55,180	\$66,594
15	\$15,136	\$19,083	\$23,031		59	\$44,860	\$56,559	\$68,259
16	\$15,514	\$19,560	\$23,607		60	\$45,981	\$57,973	\$69,966
17	\$15,902	\$20,049	\$24,197		61	\$47,131	\$59,423	\$71,715
18	\$16,300	\$20,551	\$24,802		62	\$48,309	\$60,908	\$73,508
19	\$16,707	\$21,064	\$25,422		63	\$49,517	\$62,431	\$75,345
20	\$17,125	\$21,591	\$26,057		64	\$50,754	\$63,992	\$77,229
21	\$17,553	\$22,131	\$26,709		65	\$52,023	\$65,591	\$79,160
22	\$17,992	\$22,684	\$27,376		66	\$53,324	\$67,231	\$81,139
23	\$18,441	\$23,251	\$28,061		67	\$54,657	\$68,912	\$83,167
24	\$18,903	\$23,832	\$28,762		68	\$56,023	\$70,635	\$85,246
25	\$19,375	\$24,428	\$29,481		69	\$57,424	\$72,401	\$87,377
26	\$19,859	\$25,039	\$30,219		70	\$58,860	\$74,211	\$89,562
27	\$20,356	\$25,665	\$30,974		71	\$60,331	\$76,066	\$91,801
28	\$20,865	\$26,307	\$31,748		72	\$61,839	\$77,968	\$94,096
29	\$21,386	\$26,964	\$32,542		73	\$63,385	\$79,917	\$96,448
30	\$21,921	\$27,638	\$33,356		74	\$64,970	\$81,915	\$98,860
31	\$22,469	\$28,329	\$34,189		75	\$66,594	\$83,963	\$101,331
32	\$23,031	\$29,038	\$35,044		76	\$68,259	\$86,062	\$103,864
33	\$23,607	\$29,763	\$35,920		77	\$69,966	\$88,213	\$106,461
34	\$24,197	\$30,508	\$36,818		78	\$71,715	\$90,419	\$109,122
35	\$24,802	\$31,270	\$37,739		79	\$73,508	\$92,679	\$111,850
36	\$25,422	\$32,052	\$38,682		80	\$75,345	\$94,996	\$114,647
37	\$26,057	\$32,853	\$39,649		81	\$77,229	\$97,371	\$117,513
38	\$26,709	\$33,675	\$40,641		82	\$79,160	\$99,805	\$120,451
39	\$27,376	\$34,517	\$41,657		83	\$81,139	\$102,300	\$123,462
40	\$28,061	\$35,379	\$42,698		84	\$83,167	\$104,858	\$126,549
41	\$28,762	\$36,264	\$43,765		85	\$85,246	\$107,479	\$129,712
42	\$29,481	\$37,170	\$44,860		86	\$87,377	\$110,166	\$132,955
43	\$30,219	\$38,100	\$45,981		87	\$89,562	\$112,920	\$136,279
44	\$30,974	\$39,052	\$47,131		88	\$91,801	\$115,743	\$139,686
45	\$31,748	\$40,029	\$48,309		89	\$94,096	\$118,637	\$143,178
46	\$32,542	\$41,029	\$49,517		90	\$96,448	\$121,603	\$146,757
47	\$33,356	\$42,055	\$50,754		91	\$98,860	\$124,643	\$150,426
48	\$34,189	\$43,106	\$52,023		92	\$101,331	\$127,759	\$154,187
49	\$35,044	\$44,184	\$53,324		93	\$103,864	\$130,953	\$158,042
50	\$35,920	\$45,289	\$54,657		94	\$106,461	\$134,227	\$161,993
51	\$36,818	\$46,421	\$56,023		95	\$109,122	\$137,583	\$166,043
52	\$37,739	\$47,581	\$57,424		96	\$111,850	\$141,022	\$170,194
53	\$38,682	\$48,771	\$58,860		97	\$114,647	\$144,548	\$174,449
54	\$39,649	\$49,990	\$60,331		98	\$117,513	\$148,161	\$178,810

Town of Camp Verde
Salary Plan

Effective 01/01/09

Position	Range		Minimum	Midpoint	Maximum
Town Manager E	93	Annual	\$103,864.00	\$130,953.00	\$158,042.00
		Bi-weekly	\$3,994.77	\$5,036.65	\$6,078.54
		Hourly	\$49.93	\$62.96	\$75.98
Town Marshal/HR Director E	82	Annual	\$79,160.00	\$99,805.00	\$120,451.00
		Bi-weekly	\$3,044.62	\$3,838.65	\$4,632.73
		Hourly	\$38.06	\$47.98	\$57.91
Public Works Director/ Town Engineer E	78	Annual	\$71,715.00	\$90,419.00	\$109,122.00
		Bi-weekly	\$2,758.27	\$3,477.65	\$4,197.00
		Hourly	\$34.48	\$43.47	\$52.46
Community Development Director E	77	Annual	\$69,966.00	\$88,213.00	\$106,461.00
		Bi-weekly	\$2,691.00	\$3,392.81	\$4,094.65
		Hourly	\$33.64	\$42.41	\$51.18
Finance Director E	73	Annual	\$63,385.00	\$79,917.00	\$96,448.00
		Bi-weekly	\$2,437.88	\$3,073.73	\$3,709.54
		Hourly	\$30.47	\$38.42	\$46.37
Parks & Recreation Director E Lieutenant (Police) E	72	Annual	\$61,839.00	\$77,968.00	\$94,096.00
		Bi-weekly	\$2,378.42	\$2,998.77	\$3,619.08
		Hourly	\$29.73	\$37.48	\$45.24
Library Director E	69	Annual	\$57,424.00	\$72,401.00	\$87,377.00
		Bi-weekly	\$2,208.62	\$2,784.65	\$3,360.65
		Hourly	\$27.61	\$34.81	\$42.01
Special Projects Administrator E	68	Annual	\$56,023.00	\$70,635.00	\$85,246.00
		Bi-weekly	\$2,154.73	\$2,716.73	\$3,278.69
		Hourly	\$26.93	\$33.96	\$40.98
Town Clerk E	67	Annual	\$54,657.00	\$68,912.00	\$83,167.00
		Bi-weekly	\$2,102.19	\$2,650.46	\$3,198.73
		Hourly	\$26.28	\$33.13	\$39.98
Chief Building Official E	64	Annual	\$50,754.00	\$63,992.00	\$77,229.00
		Bi-weekly	\$1,952.08	\$2,461.23	\$2,970.35
		Hourly	\$24.40	\$30.77	\$37.13
Sergeant (Police)	62	Annual	\$48,309.00	\$60,908.00	\$73,508.00
		Bi-weekly	\$1,858.04	\$2,342.62	\$2,827.23
		Hourly	\$23.23	\$29.28	\$35.34
Senior Planner E	59	Annual	\$44,860.00	\$56,559.00	\$68,259.00
		Bi-weekly	\$1,725.38	\$2,175.35	\$2,625.35
		Hourly	\$21.57	\$27.19	\$32.82
Streets Supervisor/ Inspector	56	Annual	\$41,657.00	\$52,521.00	\$63,385.00
		Bi-weekly	\$1,602.19	\$2,020.04	\$2,437.88
		Hourly	\$20.03	\$25.25	\$30.47
Senior Accountant	55	Annual	\$40,641.00	\$51,240.00	\$61,839.00
		Bi-weekly	\$1,563.12	\$1,970.77	\$2,378.42
		Hourly	\$19.54	\$24.63	\$29.73
Deputy (police officer)	53	Annual	\$38,682.00	\$48,771.00	\$58,860.00
		Bi-weekly	\$1,487.77	\$1,875.81	\$2,263.85
		Hourly	\$18.60	\$23.45	\$28.30
Streets Maintenance Foreman	52	Annual	\$37,739.00	\$47,581.00	\$57,424.00
		Bi-weekly	\$1,451.50	\$1,830.04	\$2,208.62
		Hourly	\$18.14	\$22.88	\$27.61
Court Supervisor	50	Annual	\$35,920.00	\$45,289.00	\$54,657.00
		Bi-weekly	\$1,381.54	\$1,741.88	\$2,102.19
		Hourly	\$17.27	\$21.77	\$26.28

Town of Camp Verde
Salary Plan

Effective 01/01/09

Position	Range		Minimum	Midpoint	Maximum
Deputy Town Clerk; Children's Librarian E; Recreation Supervisor; Building Inspector	49	Annual	\$35,044.00	\$44,184.00	\$53,324.00
		Bi-weekly	\$1,347.85	\$1,699.38	\$2,050.92
		Hourly	\$16.85	\$21.24	\$25.64
Admin Asst to Town Manager; Dispatch Supervisor; Maintenance Foreman	48	Annual	\$34,189.00	\$43,106.00	\$52,023.00
		Bi-weekly	\$1,314.96	\$1,657.92	\$2,000.88
		Hourly	\$16.44	\$20.72	\$25.01
Assistant Planner Accountant	46	Annual	\$32,542.00	\$41,029.00	\$49,517.00
		Bi-weekly	\$1,251.62	\$1,578.04	\$1,904.50
		Hourly	\$15.65	\$19.73	\$23.81
HR Specialist; Special Events Coordinator; Code Enforcement Officer	45	Annual	\$31,748.00	\$40,029.00	\$48,309.00
		Bi-weekly	\$1,221.08	\$1,539.58	\$1,858.04
		Hourly	\$15.26	\$19.24	\$23.23
Lead Maintenance Worker	44	Annual	\$30,974.00	\$39,052.00	\$47,131.00
		Bi-weekly	\$1,191.31	\$1,502.00	\$1,812.73
		Hourly	\$14.89	\$18.78	\$22.66
Dispatcher; Records Specialist; Senior Equipment Operator	43	Annual	\$30,219.00	\$38,100.00	\$45,981.00
		Bi-weekly	\$1,162.27	\$1,465.38	\$1,768.50
		Hourly	\$14.53	\$18.32	\$22.11
Administrative Assistant Permit Technician	42	Annual	\$29,481.00	\$37,170.00	\$44,860.00
		Bi-weekly	\$1,133.88	\$1,429.62	\$1,725.38
		Hourly	\$14.17	\$17.87	\$21.57
Court Clerk Finance Clerk	40	Annual	\$28,061.00	\$35,379.00	\$42,698.00
		Bi-weekly	\$1,079.27	\$1,360.73	\$1,642.23
		Hourly	\$13.49	\$17.01	\$20.53
Library Specialist Equipment Operator	39	Annual	\$27,376.00	\$34,517.00	\$41,657.00
		Bi-weekly	\$1,052.92	\$1,327.58	\$1,602.19
		Hourly	\$13.16	\$16.59	\$20.03
Animal Control Officer	38	Annual	\$26,709.00	\$33,675.00	\$40,641.00
		Bi-weekly	\$1,027.27	\$1,295.19	\$1,563.12
		Hourly	\$12.84	\$16.19	\$19.54
Records Clerk	37	Annual	\$26,057.00	\$32,853.00	\$39,649.00
		Bi-weekly	\$1,002.19	\$1,263.58	\$1,524.96
		Hourly	\$12.53	\$15.79	\$19.06
Animal Shelter Operator	36	Annual	\$25,422.00	\$32,052.00	\$38,682.00
		Bi-weekly	\$977.77	\$1,232.77	\$1,487.77
		Hourly	\$12.22	\$15.41	\$18.60
Maintenance Worker	34	Annual	\$24,197.00	\$30,508.00	\$36,818.00
		Bi-weekly	\$930.65	\$1,173.38	\$1,416.08
		Hourly	\$11.63	\$14.67	\$17.70
Senior Library Clerk Laborer	33	Annual	\$23,607.00	\$29,763.00	\$35,920.00
		Bi-weekly	\$907.96	\$1,144.73	\$1,381.54
		Hourly	\$11.35	\$14.31	\$17.27
Receptionist	32	Annual	\$23,031.00	\$29,038.00	\$35,044.00
		Bi-weekly	\$885.81	\$1,116.85	\$1,347.85
		Hourly	\$11.07	\$13.96	\$16.85
Library Clerk	29	Annual	\$21,386.00	\$26,964.00	\$32,542.00
		Bi-weekly	\$822.54	\$1,037.08	\$1,251.62
		Hourly	\$10.28	\$12.96	\$15.65
Janitor	28	Annual	\$20,865.00	\$26,307.00	\$31,748.00
		Bi-weekly	\$802.50	\$1,011.81	\$1,221.08
		Hourly	\$10.03	\$12.65	\$15.26



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: May 5, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: N/A

Agenda Title (be exact):

Discussion, consideration, and possible direction to staff relative to the letter received from John Biondi regarding his request to determine Council's interest in his property located adjacent to the Town Hall facilities.

Purpose and Background Information:

The Town's master plan included acquisition of the property located at 493 S. Main. Mr. Biondi has sent a letter notifying the Town that he has an interested buyer who plans to replace the existing buildings. Mr. Biondi is asking the Council if there is still interest in the Town's acquisition of the property.

Recommendation (Suggested Motion):

Direct staff to look into the possible purchase of the property to include financing options and report back to Council at the earliest possible date.

OR

Take no action and direct staff to prepare a letter to Mr. Biondi advising that there is no interest in acquiring the property at this time.

Finance Review: **Budgeted** **Unbudgeted** **N/A**

Finance Director Comments/Fund: N/A

Attorney Review: **Yes** **No** **N/A**

Attorney Comments: N/A

Submitting Department: Mayor & Council

Contact Person: Mayor Bob Burnside

Action Report prepared by: D. Barber

April 9, 2010

FD
Blk-Copied
Copied Council and Staff *DAB*

APR 14 2010

04-13-10A11:25 RCVD

CJB via scan

Town Manager

Town Of Camp Verde

473 S. Main St.

Camp Verde, Az. 86322

Town Manager,

I am the owner of the property located at 493 S. Main St. Camp Verde, Az. 86322.

Recently I have been contacted by a contractor/ developer who is interested in purchasing the property with the intent of replacing the existing buildings with other structures either through an outright purchase or in a partnership with myself.

Throughout the ten plus years that I have owned the property there have been different levels of interest in purchasing the property by the town.

If there is a valid interest by the town, at this juncture, in pursuing the purchase of the property, I will be receptive to participating in the discussions.

Please contact me at (928) 567-5911 if the town has an interest in the property.

Sincerely,

JOHN BIONDI