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**AGENDA
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY, SEPTEMBER 1, 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 – August 18, 2010
 - 2) Special Session – August 18, 2010
 - 3) Executive Session – August 18, 2010 (recorded)
 - b) **Set Next Meeting, Date and Time:**
 - 1) September 15, 2010 at 6:30 p.m. – Regular Session
 - 2) September 22, 2010 at 6:30 p.m. – Council Hears Planning & Zoning Matters
 - 3) October 6, 2010 at 6:30 p.m. – Regular Session
 - 4) October 20, 2010 at 6:30 p.m. – Regular Session
 - 5) October 27, 2010 at 6:30 p.m. – Council Hears Planning & Zoning Matters
 - c) **Possible approval of an Intergovernmental Agreement with Camp Verde Unified School District for the Town's use of the triangle parking lot and pedestrian trail located between the District Administration Office and Butler Park and authorization for the Manager to include a letter that outlines the new immigration law requirements to be attached to said agreement. Staff Resource: Ron Long**
5. **Special Announcements & Presentations**
 - **Approval of the Proclamation declaring September 11th as "A Day to Remember", and memorializing those men, women, and children who lost their lives by the unprovoked attacks of September 11, 2001 upon America by foreign terrorists and that thrust the United States and other countries into a war it never envisioned either militarily or diplomatically. Staff Resource: Debbie Barber**
 - **Presentation of a Certificate of Appreciation to Toni Jenkins for her assistance in the Spanish translation of the voter information for the Town's new website. Mrs. Jenkins provided the service to the Town at no charge. Staff Resource: Debbie Barber**
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, Yavapai County Water Advisory Committee, and shopping locally. 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 approval of a special event liquor license for the Verde Valley Mounted Sheriff's Posse for a one-day event to be held on October 23, 2010 at Camp Verde Mercantile, 74 W. Hollamon Street. Staff Resource: Debbie Barber**
9. **Discussion, consideration, and possible approval of an agreement between FOUR-D LLC, Information Technology (IT) Consultant, and the Town of Camp Verde to provide IT consulting services. This is a budgeted item. (Staff Resource: Matt Morris)**

Councilor German requested item #10:

10. **Discussion, consideration, and possible decision relative to proceeding with an application to the USDA for a low-interest loan, grant, and other possible financial considerations to fund the construction of the library. This discussion and possible approval to proceed (with only the application to USDA) would strategically position the Town of Camp Verde to be able to compete with other communities for those same funds during this cycle.**
11. **Call to the Public for Items not on the Agenda.**
12. **Advanced Approvals of Town Expenditures.** There are no advanced approvals.
13. **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.
14. **Adjournment**

Posted by:

V. Jones

Date/Time:

8-26-2010

8:30

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.

4a.1

**MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS
WEDNESDAY, AUGUST 18, 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: Town Manager Russ Martin, Public Works Director Ron Long, Sr. Acct. Lisa Elliott, Special Projects Administrator Matt Morris, Adm. Asst. Carol Brown, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper.
3. **Pledge of Allegiance**
The Pledge was led by Garrison.
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 – August 4, 2010
 - b) **Set Next Meeting, Date and Time:**
 - 1) Set Date, Time & Place to hold an Open House to introduce Town Manager Russell Martin to the community. (Requested by Councilor German)
 - 2) August 25, 2010 at 4:00 p.m. – Council/Manager Retreat
 - 3) August 25, 2010 at 6:30 p.m. – Council Hears Planning & Zoning Matters - **CANCELLED**
 - 4) September 1, 2010 at 4:30 p.m. – Joint Work Session with Camp Verde Chamber of Commerce
 - 5) September 1, 2010 at 6:30 p.m. – Regular Session
 - 6) September 15, 2010 at 6:30 p.m. – Regular Session
 - 7) September 22, 2010 at 6:30 p.m. – Council Hears Planning & Zoning Matters
 - c) **Possible approval of an Intergovernmental Agreement with Yavapai County Flood Control District that will provide funding in the amount of \$464,530 to complete a portion of the Cliffs Drainage Project.** Staff Resource: Ron Long
 - d) **Possible approval of Resolution 2010-818, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting an Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation for bridge inspections and authorization to execute the IGA.** Staff Resource: Ron Long

On a motion by Kovacovich, seconded by Baker, the Consent Agenda was unanimously approved as presented, pulling Items 4.b)1) and 2).

Councilor German requested that Item 4.b)1) be pulled for discussion, and Councilor Baker requested that Item 4.b)2) also be pulled for discussion.

 - 4.b)1) **Set Date, Time & Place to hold an Open House to introduce Town Manager Russell Martin to the community.**
On a motion by Garrison, seconded by Baker, the Council unanimously approved Saturday, September 11, 2010, for a Meet-and-Greet event between 9:00 a.m. and 11:00 a.m. at the Farmers Market, to introduce Town Manager

Martin to the community, as outlined by Mayor Burnside.

Councilor German explained that instead of holding an evening social event as an Open House to introduce the Town Manager as originally planned, Mayor Burnside had an alternate suggestion, which he described as a Saturday event, September 11, 2010, between 9:00 a.m. and 11:00 a.m., at the Farmers Market for a welcome Meet-and-Greet for Town Manager Martin and his family. Also in attendance will be the Butterfly Lady. Free ice cream treats will be included, and all of the community is invited to participate; staff is requested to invite the members of the Yavapai-Apache Nation.

4.b)2) August 25, 2010 at 4:00 p.m. – Council/Manager Retreat

On a motion by Baker, seconded by Kovacovich, the Council unanimously confirmed the August 25, 2010 Council/Manager Retreat at 4:00 p.m.

Councilor Baker suggested that department heads be included in the proposed Council/Manager Retreat scheduled for August 25, 2010. During discussion it was pointed out that the planned Retreat would be an opportunity for the Council members and the new Town Manager to get acquainted and to exchange ideas and share questions for the Town Manager to research with staff, and that having staff present might detract from the integrity of a Manager/Council Retreat.

5. Special Announcements & Presentations

- **Congratulations to *Stewards of Public Lands* for receiving the prestigious Arizona Wildlife Federation's, "2010 Conservation Organization of the Year" award.** Cottonwood Mayor Diane Joens will be present to show the award to the public.
- **Welcome to the new businesses that registered during the month of July:**
 - ❖ Arizona Commercial Signs, Phoenix, AZ
 - ❖ Camp Verde Cuts, 434 S. Main St., Ste. 4, Camp Verde
 - ❖ Central Supply and Metal Company, Phoenix
 - ❖ Clear Creek Village Store, 4483 E. SR 260, Camp Verde
 - ❖ Dugan Homemade Ice Cream, Camp Verde
 - ❖ Hooligan Hill Tattooing, 891 Howard's Road, Camp Verde
 - ❖ Markham Contracting, Rimrock
 - ❖ MFC Electrical Contracting, Phoenix
 - ❖ Mickle's Custom Homes, Inc., Cottonwood
 - ❖ Mission Artisan Remodeling, Clarkdale
 - ❖ Planet Video, 522 W. Finnie Flat Road, Ste. G-1, Camp Verde
 - ❖ Shelly's Salon, 141 Silver Bugle Dr., Camp Verde

Mayor Burnside introduced **Cottonwood Mayor Diane Joens** who gave a Power Point presentation on the ongoing grueling work and litter removal by the Stewards of Public Lands, projects that have earned them the prestigious Arizona Wildlife Federation's "2010 Conservation organization of the Year" award. Following the presentation, Mayor Joens displayed the plaque memorializing the Award. It was agreed that the plaque, which represents participation by volunteers from many Verde Valley communities and entities, will be permanently displayed in the County building in Cottonwood.

Burnside read aloud with pride the list of new businesses that were registered during the month of July; he said that he would like to plan to announce new business each month, to show how the businesses are increasing and to welcome them.

6. Council Informational Reports.

Whatley reported that she had attended the Audit Committee meeting on August 10 with the Mayor, as well as the Sanitary District meeting on August 12.

Garrison reported on her attendance at the NACOG Tourism meeting; the tourism approach will be completely revamped

in an effort to draw attention to all the cities and towns in Arizona and what they have to offer tourists; the emphasis will be that there is more to see in Arizona than just Page, Grand Canyon and Sedona.

Baker said she attended the groundbreaking in Cottonwood on Monday for the Yavapai County new Public Health building; it will be a great facility for the Verde Valley, and construction is tentatively scheduled to be completed in June 2011.

German reported that she attended the Superintendent's Advisory Council meeting this morning; it is off to a good start.

Burnside shared a telephone call that he had received recently from a very enthusiastic caller who said she had to call the Mayor of Camp Verde to relay her extremely positive experience upon contacting Ms. Moore of the Visitors Center. Burnside also shared some trivia: There will be five Sundays, Mondays and Tuesdays in this month; it will not happen again for 800 years.

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

(Comments from the following individual are summarized.)

Howard Parrish wanted to express his gratitude for whoever it was that called the Highway Department; the weeds have been cut down on the walkway to the River; it looks great now and people can walk across without getting lost.

There was no further public input.

Note: It was agreed to address Item 14 ahead of Item 8 as requested by Carol Brown.

8. **Discussion, consideration and possible approval of a special event liquor license for the Verde Valley Mounted Sheriff's Posse for the Annual Fort Verde Days that is scheduled for October 8 and 9, 2010.** Staff Resource:

Debbie Barber

On a motion by Whatley, seconded by Baker, the Council unanimously approved a special event liquor license for the Verde Valley Mounted Sheriff's Posse for the Annual Fort Verde Days Celebration scheduled for October 8 and 9, 2010, Friday and Saturday.

Town Clerk Barber said that the proposed special event liquor license requires Council approval; the issue was opened for public comment.

PUBLIC INPUT

Jim Williams, representing the Verde Valley Rangers, advised the Council that there was one change to the application: The Bull Bash will be held at the Casino, according to the last planning. There will be a fenced-in Beer Garden at the old tennis courts along with the other vendors. Beer will not be served on Sunday. Williams said that copies of the program will be provided to Camp Verde Promotions for distribution.

There was no further public input.

9. **Discussion, reconsideration, and possible direction to staff relative to options to include in a contract with Sedona Recycles, Inc. (SRI) to continue to provide recycle services for the bins located near the Heritage Pool.** **SRI Executive Director Jill McCutcheon will be present to explain the proposal.** Staff Resource: Russ Martin

On a motion by Baker, seconded by Whatley, the Council unanimously accepted Option 1 as presented by Sedona Recycles, Inc., as follows: Sedona Recycles would bill the Town of Camp Verde for recycling services as follows: All 9-cubic yard bins that are used to collect cardboard, paper and mixed material would be charged at a rate of \$15 per pick up; The glass trailer would be serviced at a rate of \$60 per pick up; Estimated one-year cost of proposal A, \$4,650; Based on the last six months of service, it is believed that it will be approximately \$387.50 per month, and the agreement is for one year.

Jill McCutcheon, Executive Director of Sedona Recycles, referred to the two proposals she had submitted to the town

Manager's office, and reviewed the estimated basis for arriving at each different option. She outlined the ecological benefits of recycling, commenting on the importance of maintaining a positive relationship with the Town, and the need for the subject collection site near the Heritage Pool.

Town Manager Russ Martin pointed out that the proposed recycling is essentially a service, the site does exist and is being used, and the estimated cost of \$4,600 indicated in Option 1 is available in the budget, which is actually less than originally budgeted. After Council discussion, Mayor Burnside commended Ms. McCutcheon for bringing back the alternate proposals, and reminded everyone that the proposed cost is estimated only and will depend on the actual service each month, although he understands it will be a savings in any event.

PUBLIC INPUT

There was no public input.

10. **Discussion, consideration, and possible approval of the Town of Camp Verde Facility Rental Rules and Regulations.** Staff Resource: Ron Long
On a motion by Kovacovich, seconded by Garrison, the Council unanimously approved the Town of Camp Verde Facility Rental Rules and Regulations.

Public Works Director Ron Long explained that the Rules and Regulations have been used for approximately ten years, but have never been approved by Council. During the ten-year period they have served well and been refined; the document presented to the Council is a set of Rules and Regulations that have protected the Town with the rental agreements. Long recommended Council approval.

Following a brief Council discussion, including clarification of the prohibition of liquor on Town property, except where specifically allowed by Council approval, Long was commended for his good housekeeping job and attention to such details.

11. **Status report, update, and possible discussion relative to the sales tax incentive agreement with Steve Coury for the period covering July 1, 2007 through June 30, 2010, pursuant to ARS §9-500.G.** Staff Resource: Lisa Elliott
There was no action taken.

Sr. Acct. Elliott explained that the subject A.R.S. regulations require that status reports of revenues and expenditures associated with any tax incentive be presented every two years for the duration of the agreement in a public meeting. It appears that the report was not given last year, so the report being given tonight covers a three-year period, from July 1, 2007 through June 30, 2010. The report is summarized since State law prohibits any embellishment on the sales tax receipts of a business, Elliott then gave a general overview of the receipts for the three-year period. Elliott said the next report will be given to Council in July 2012..

12. **Report, update, and possible discussion relative to Development Impact Fees for the fiscal year ending June 30, 2010, pursuant to Town Code 7-10-3.B. The report may include, but not be limited to the Statement of Revenues, Expenditures, and Change in Fund Balance.** Staff Resource: Lisa Elliott
There was no action taken.

Elliott said that pursuant to the subject Town Code, the Town Manager, or his designee, shall prepare and present an annual report to the Council. As the designee, Elliott presented the report on the revenues collected during the Fiscal Year ending June 30, 2010; there have been no expenditures to date, and the total fund balance has accumulated to \$265,242.67. Elliott outlined the building activities generating the revenue from the impact fees.

Councilor Baker requested Item #13:

13. **Update and discussion of the Council authorization to begin collection of funds for a plaque in honor of Tom Nielson's volunteer efforts with the Gazebo Project.**

There was no action taken; this item will be taken off of the Council action list.

Councilor Baker advised the Council that at the May 5th, 2010 meeting she had been authorized to begin collecting funds for a plaque to honor Tom Nielson's memory; however, she subsequently learned that a plaque already has existed since 1992 that honors Tom Nielson as the project coordinator for the building of the gazebo, as well as a number of other community volunteers and businesses, including the Verde Valley Service Veterans. Baker suggested that the plaque should be upgraded because of its poor condition from the wear and tear over the years. The Council also expressed appreciation for the planned excellent selection of Grand Marshals for the upcoming Fort Verde Days, one of whom will be Tom Nielson.

Councilor German requested Item # 14:

14. **Discussion, consideration, and possible authorization to allow a Master (Blanket) Insurance Policy for the Sponsor of a special event that will cover a certain number of vendors on the policy.**

On a motion by Roulette, seconded by German, the Council unanimously authorized a Master (Blanket) Insurance Policy for the Sponsor of a special event which will allow a certain number of vendors to be covered on said policy, and also to make sure that change gets included into the Special Events Handbook, and any other document in which it needs to be included.

Adm. Asst. Brown reviewed some of the reasons that Councilor German had requested this item, mainly because of the event sponsors finding that vendors objected to or could not afford the required special insurance coverage, but also the burden on staff's time verifying the necessary coverage. Brown outlined her research that included information from a local agency confirming that a blanket certificate of insurance would be available to a sponsor of an event, comparing the costs for general liability limits where alcohol is either served or not served. For example, the Master policy would cover the sponsor and approximately 20 vendors.

During the Council discussion with Brown, it was generally agreed that it most likely would be up to the individual insurance company whether to allow more than 20 vendors if requested by the sponsor. The Council reviewed with Brown the list of requirements for the Town to allow a Master (Blanket) Insurance policy for a special event, and it was requested that the Event Handbook and any related documents be revised to reflect the new insurance requirements. After a brief further discussion expressing appreciation for the research and the resulting benefit for the sponsors, vendors and the community, the Council took action as recommended.

Mayor Burnside requested Item #15:

15. **Discussion, consideration, and possible direction as desired by Council to coordinate a united effort with the School District, Yavapai Apache Nation, the Chamber of Commerce, Historical Society, and interested citizens to substantiate Camp Verde's long-standing contention that the geodetic marker on Squaw Peak is the geographical center of the State of Arizona and to acquire this designation in time for the 2012 Centennial Celebration.**

On a motion by Roulette, seconded by Baker, the Council unanimously and enthusiastically authorized the Mayor, together with journalist Steve Ayers, to fight and prevail, using whatever means necessary, either fairly or unfairly, in the effort to substantiate Camp Verde's contention regarding the geographical center of the State of Arizona, as described.

Mayor Burnside said he was motivated to bring this issue forward after reading Steve Ayers' article in the newspaper that included some comments of great interest. Burnside reminded the other members of the belief of other Camp Verde citizens and dignitaries over the past years that supported the theory of Camp Verde being the geographical center of the State of Arizona identified by the geodetic marker on Squaw Peak. Burnside referred to the copies of articles, information and illustrations that had been included in the agenda packets, and said he was requesting the Council's support in order for him to follow through with the research, in accordance with protocol, after which Steve Ayers was invited to speak.

Steve Ayers, a citizen of Camp Verde, renowned journalist, and author of newspaper articles memorializing his extensive research, outlined the past conversations that he and Mayor Burnside had regarding the subject issue, and explained the activities currently underway by the Arizona Professional Land Surveyors Association as a legacy project for the 2012

Centennial Celebration; the intent is to determine the geographical center of Arizona. One of the stated goals of the individual in charge is to designate an official incorporated community as that center, which then narrows down the choice as between Payson and Camp Verde. Using a humorous tongue-in-cheek approach, Ayers explained that the idea for his article and research stemmed from a recent serious and subsequent ongoing debate with a member of the Payson community whom he holds in highest regard; that is, his mother, who expressed her firm belief that Payson was the geographic center. Ayers said that his resulting article and research also inspired renewed interest in the legacy project being undertaken by the Arizona Professional Land Surveyors Association. As for the process for determining and establishing the center, Ayers said he felt that the Mayor of Camp Verde should be authorized to participate in that project in order to successfully defend the long-held belief that Camp Verde is indeed the official geographic center. In conclusion, Ayers said the project would be an opportunity for a fun competition and banter between the two communities, and suggested surreptitious ways to try to influence the research by whatever means possible.

Without further discussion, the Council unanimously authorized the Mayor to work with Ayers on the proposed mission.

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

(Comments from the following individuals are summarized.)

Carly Androus thanked the Council members and management for taking action on the insurance issue that has been a nightmare for the small vendors who wanted to participate in events; everyone is extremely grateful for the resolution

Ron Brattain reminded the Council that in two days yesterday will be tomorrow. *The Council commented on the interesting input.*

There was no further public input.

17. **Advanced Approvals of Town Expenditures.**

There were no advanced approvals.

18. **Manager/Staff Report**

Town Manager Martin referred to a report that had been previously distributed to Council prior to the meeting; he will try to follow that schedule in the future. Martin said he was happy to be a part of the Town; he hopes for a long relationship. His family is very content, and he has enjoyed meeting and working and getting acquainted with the dedicated staff members.

19. **Adjournment**

On a motion by Garrison, seconded by Baker, the meeting was adjourned at 7:46 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 18th day of August 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. 2

MINUTES
SPECIAL SESSION
MAYOR and COMMON COUNCIL
Of the
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street #106
WEDNESDAY, AUGUST 18, 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:

Town Manager Martin, Acting Community Development Director Jenkins, and Town Clerk Barber were present. Attorney Sims was present telephonically.

Mayor Burnside read the agenda items aloud. On a motion by German, seconded by Baker, the Council voted unanimously to hear item #3 in 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.

The Special Session was recessed at 5:16 p.m. and reconvened at 5:59 p.m.

3. Discussion, and consideration, of a settlement agreement, related stipulations, judgments and letters of apology concerning the court ordered settlement conference that was conducted under the auspices of the Yavapai County Superior Court regarding the Zellner woodlot dispute and a settlement with California Hotwood, Zellner and related entities concerning such dispute. Note: Council may vote to go into Executive Session (Staff Resource: Town Attorney)

Council took no action on this item.

4. Discussion, consideration and possible approval of a) Resolution 2010-817, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving a Compromise and Settlement Agreement with California Hotwood, Zellner and related entities concerning the settlement of the dispute regarding the Zellner woodlot and b) approval of letters of apology concerning the dispute.

On a motion by Burnside, seconded by Roulette, the Council voted to approve a) Resolution 2010-817, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving a Compromise and Settlement Agreement with California Hotwood, Zellner and related entities concerning the settlement of the dispute regarding the Zellner woodlot and b) approval of letters of apology concerning the dispute. Councilor Baker voted no.

Mayor Burnside read the agenda item aloud. Attorney Sims remained present telephonically.

5. Adjournment

On a motion by Baker, seconded by Garrison, the meeting was adjourned at 6:02 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 August 18, 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

4c.



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: September 1, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Session**

Reference Document: Intergovernmental Agreement (IGA) between the Town of Camp Verde and the Camp Verde Unified School District

Agenda Title (be exact): Discussion, consideration and possible approval to renew the IGA between the Town of Camp Verde (Town) and the Camp Verde Unified School District (District) for the triangle parking lot and trail located between the District Administrative Offices and Butler Park for a one year term.

Purpose and Background Information This is a renewal of the IGA originally executed Sept. 9, 2009, for the small triangular parking lot between the District Office and Butler Park. Butler Park has limited parking; without the IGA the District could charge a fee to the Town for use of this much needed parking lot. Instead, under the terms of the IGA, Town Maintenance Staff spends approximately four (4) hours per month in the summer and minimal time in the winter to maintain the area.

When the District approved the IGA, they attempted to comply with State Immigration Law by adding new verbiage in paragraph sixteen (16). Because specific language is required, Mr. Sims has suggested that Council approve the IGA, and the Town Manager follow up with a letter to the District Superintendent clarifying the full intent of paragraph 16 and the provisions of SB 1070. (An example draft letter to the Superintendent is included with this Agenda Action Form.)

Recommendation (Suggested Motion): Move to approve the IGA between the Town of Camp Verde and the Camp Verde Unified School District for the use of the triangular parking lot and trail between the District Office and Butler Park. To be followed with a letter from the Town Manager to the District Superintendent in order to clarify paragraph 16 of the IGA as it pertains to Arizona Immigration Law.

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

September 1, 2010

Mr. Dan Brown, Superintendent
Camp Verde Unified School District, No. 28
410 Camp Lincoln Road
Camp Verde, Arizona 86322

RE: IGA for Parking Lot and Trail adjacent to Butler Park

Dear Mr. Brown,

On June 8, 2010, the Camp Verde Unified School District Governing Board (District) approved the renewal of the Parking Lot Intergovernmental Agreement (IGA) between the District and the Town of Camp Verde (Town), subsequently approved by the Town Council on September 1, 2010.

Given SB 1070 and all the changes at our legislature regarding compliance with immigration laws, our legislature actually requires that certain language be in all contracts. Recognizing this, the School District Governing Board added section #16 to the IGA. However, because the laws require very specific language, this letter is intended to request your agreement to clarify paragraph 16 of the IGA by implementing the following verbiage as a permanent exhibit to the Agreement:

- A. Under the provisions of A.R.S. § 41-4401, the parties warrant to each other that each and each of their respective subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "**Immigration Warranty**").
- B. A Breach of the Immigration Warranty shall constitute a material breach of the *Intergovernmental Agreement Parking Lot and Trail* by and between the Town and the School District, dated September 1,, 2010 ("**IGA**") and shall subject the breaching party to penalties up to and including termination of the IGA by the other party.
- C. Each party retains the legal right to inspect the papers of the employees of the other party and its subcontractors who perform work under the IGA to ensure that the other party is complying with the Immigration Warranty. Each party agrees to assist the other in regard to any such inspections.
- D. Either party may conduct random verification of the employment records of the other party and any of its subcontractors to ensure compliance with the Immigration Warranty. Each party agrees to assist the other in regard to any random verification performed.

- E. Neither party nor any of its subcontractors shall be deemed to have materially breached the Immigration Warranty if the party or its subcontractors establish compliance with the employment verification provision prescribed by sections 274A ad 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection.

This letter will serve as notification that the preceding paragraphs, A through E, will be incorporated as Exhibit A, as a continuation of section 16, into the Intergovernmental Agreement dated September 1, 2010.

Sincerely,

Russell Martin, Town Manger
Town of Camp Verde

Cc: Mayor and Council

SAMPLE

INTERGOVERNMENTAL AGREEMENT PARKING LOT AND TRAIL

This Intergovernmental Agreement ("Agreement") for use of a parking lot and trails is entered into this 29th day of June, 2010, by and between Camp Verde Unified School District No. 28 of Yavapai County, a political subdivision of the State of Arizona ("District"), and the Town of Camp Verde, an Arizona municipal corporation (the "Town"), each individually a "Party" and jointly "the Parties".

RECITALS

District owns real property, on which is located a parking lot and landscaping (the "Facility"), adjacent to Butler Park.

The Town owns real property located at North Garner Lane in Camp Verde, Arizona, commonly known as Butler Park, on which is located, a seven acre recreational park which contains playground equipment, a Ramada, a picnic area, restrooms and a concession stand, and consists of soccer, football and baseball fields, volleyball, basketball and tennis courts (the "Park"), adjacent to Camp Verde Middle School, a school in the District.

The Town desires to provide (a) a vehicle parking area for the general citizenry on, and (b) pedestrian trail access for the general public to the Park over and across, the Facility.

The District desires that Town use the Facility to provide (a) a vehicle parking area for the general citizenry on, and (b) pedestrian trail access for the general public to the Park over and across, the Facility.

The District 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 contained herein, the Parties agree as follows:

AGREEMENT

1. TERM. The term of this Agreement shall commence on June 29, 2010, and end on June 30, 2011. This Agreement may be extended by either Party for successive terms of one year upon written notice of intent to extend delivered to the other Party not less than thirty (30) days prior to the end of the then-current term.

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

3. USE. Town is hereby granted the nonexclusive right to use the Facility for the purpose of a vehicle parking lot for the general public and for pedestrian trail access by the general public to the Park. Neither Party shall use or allow any portion of the Facility to be used for any unlawful purpose. Neither Party shall commit or allow to be committed any waste or nuisance on the Facility, or subject the Facility to any use that would damage any portion of the Facility.

4. OBLIGATIONS.

- A. Pursuant to ARS Section 15-1105(A), the District may lease school property to any organization for recreational, social or civic purposes in the interest of the community. The District must charge a reasonable use fee for such lease, which fee may include goods contributed or services rendered by the Town to the District.

The reasonable use fee for lease of the Facility shall be services rendered by the Town as follows:

- Town will provide trash receptacles at, and trash removal from, the Facility.
- Town will mow grass and maintain the landscaping on the Facility.
- Town will provide snow removal, if necessary, from the Facility.

- B. The District shall maintain in good repair the paved surface of the Facility. In the event the District must repair the Facility to such an extent that use of the Facility is limited or suspended, the District shall notify Town as soon as District knows access to the Facility will be limited or suspended, and shall cooperate with Town to determine the best dates when limiting access to the Facility will have the least impact on Town and its use of the Facility.

- C. Each Party shall include in its budget each year an amount necessary to meet the Party's obligations as set forth in this Agreement.

5. INSURANCE AND INDEMNIFICATION.

- A. The District will procure, at its expense, and maintain during the term hereof, a policy of general liability insurance against claims for bodily injury, death and property damage occurring in connection with the use of the Facility as part of its general policy.

- B. Town will procure, at its expense, and maintain during the term hereof, a policy of general liability insurance against claims for bodily injury, death and property damage occurring in connection with the use of the Facility as part of its general policy, and shall name District as an additional insured.

- C. To the fullest extent permitted by law, Town will defend, indemnify and hold harmless District, its officers, directors, officials, employees and agents from and against all claims, damages, losses and expense, including but not limited to attorney fees and costs, arising from Town's use of the Facility.

6. ENTIRE CONTRACT. This Agreement and any Exhibits attached hereto are the entire agreement between Town and the District 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.

7. TERMINATION. This Agreement may be terminated by a majority vote by the governing body of one Party, in its sole discretion, if either of the following occur:

- A. the other Party fails to perform its obligations under this Agreement; or
- B. the other Party fails to receive appropriations necessary to perform its obligations under this Agreement.

The Party terminating the Agreement shall notify the other Party in writing not less than thirty days prior to the effective date of termination.

8. RIGHT OF FIRST REFUSAL.

- A. If the District decides at any time to sell the Facility, the District shall notify Town of such decision, and Town shall have thirty days to notify the District of Town's intent to purchase the Facility. If Town decides to purchase the Facility, the transaction shall proceed as required under Arizona Revised Statutes for the sale of school district property. If the Arizona Revised Statutes would not cover this transaction, then the value of the Facility shall be the fair market value as determined by an appraiser qualified under the Internal Revenue Code and the Treasury Regulations promulgated thereunder.
- B. If Town fails, within the thirty-day period, to notify the District of Town's intent to purchase the Facility, or if within that time period Town notifies the District that Town does not intend to purchase the Facility, then District shall have the right to sell the Facility to a third party, and such action shall not be deemed an event of default under the terms of this Agreement.

9. 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.

10. DELEGATION. 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.

11. ARBITRATION. In the event of a dispute hereunder, the parties agree to negotiate 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.

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

13. 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 hereof.

14. 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 District. The District 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 the District nor any employees or other personnel of the District 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 the District 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 the District and any of its employees or other personnel.

15. 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 the District hereby represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of the District and that this Agreement is binding upon the District in accordance with its terms.

16. IMMIGRATION LAW. Each Party warrants that it complies with applicable federal and state immigration laws.

17. IRAN/SUDAN. Each Party warrants that it does not have scrutinized business in either Iran or the Sudan.

In Witness whereof, the Parties execute this Agreement:

FOR TOWN:

BY: _____
Bob Burnside, Mayor

Attest: _____
Deborah Barber, Clerk

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

By: _____
Town Attorney

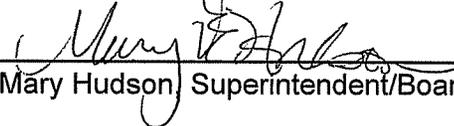
FOR THE DISTRICT:

BY:



Tim Roth, Governing Board President

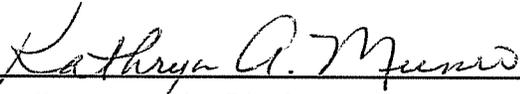
Attest:

 8/12/10

Mary Hudson, Superintendent/Board Secretary

This Agreement is in the proper form and is within the power and authority granted to the District under A.R.S. Section 11-952 *et seq.*:

By:



Attorney for the District

Mr. Shultz, Director of Operations spoke on behalf of Mr. Ware, Technology Director. He explained that the contract that the Board viewed and accepted in May required an annual fee of \$500.00 per year. He explained that the Education Technology Consortium Agreement benefits the school greatly, helping with SAIS (Student Accountability Information System) and other school technology needs.

There was some discussion on the significance and the value of the consortium.

There was discussion on the motion made to accept the consortium during the May 11, 2010, meeting and how it would have to be reworded.

Mrs. Freeman moved, seconded by Mrs. Gilbert, to approve the Educational Technology Consortium agreement. The motion passed unanimously.

B. DISCUSSION AND POSSIBLE ACTION ON INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF CAMP VERDE REGARDING THE PARKING LOT AND TRAIL ADJACENT TO BUTLER PARK

Superintendent Brown explained that IGA (Intergovernmental Agreement) this is the same agreement that was entered into last year regarding the parking lot adjacent to Butler Park.

Mr. Roth moved, seconded by Mrs. Freeman to approve the Intergovernmental Agreement with the Town of Camp Verde regarding the Parking Lot and Trail Adjacent to Butler Park. The motion passed unanimously.

C. DISCUSSION ON CAMP VERDE UNIFIED SCHOOL DISTRICTS AUDIT REPORTING PACKAGE FROM JOHN C. TODD II, P.C. CERTIFIED ACCOUNTANTS

This item was tabled (see Item 4). There was no discussion.

D. DISCUSSION AND POTENTIAL APPROVAL OF THE ADMENDMENTS MADE TO THE PROGRESSIVE ADMINISTRATIVE DISCIPLINE PLAN FOR CAMP VERDE HIGH SCHOOL

Principal Bob Weir explained that there were adjustments made to the discipline plan and that some terminology had been changed. He explained that the adjustments will give the students a chance to earn their way off of a discipline plan, giving students incentive to get back on track.

Mrs. Gilbert moved, seconded by Mr. Roth to approve amendments of the Progressive Administrative Discipline Plan for Camp Verde High School for the 2010/2011 school year. The motion passed unanimously.

E. DISCUSSION AND POSSIBLE ACTION TO ADOPT GRADUATION REQUIREMENTS BEGINNING WITH THE CLASS OF 2014

Mr. Weir explained that he would like to require students to have 23 credits to graduate by the year 2014. The State will require four credits of math and three credits of science for the graduating class of 2014.

He explained further that this coming school year he is requiring seniors to enrolled in (5) five classes a day in order to be considered full time. This will provide more senior leadership on campus and prepare the way for the upcoming students who will be obligated to have more credits to graduate.



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: September 1, 2010

Meeting Type: Regular Session

Consent Agenda Regular Business

Reference Document: Proclamation

Agenda Title (be exact): Approval of Proclamation memorializing those men, women, and children who lost their lives by the unprovoked attacks of September 11, 2001 upon America by foreign terrorists that thrust the United States and other countries into a war it never envisioned, either militarily or diplomatically.

Purpose and Background Information:

This is an annual proclamation to remember all the men, women, and children who lost their lives during the attacks of September 11, 2001.

Recommendation (Suggested Motion):

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: N/A

Contact Person:

Action Report prepared by: V Jones

**Town of Camp Verde
Camp Verde, Arizona**

PROCLAMATION

"A Day to Remember"

- Whereas,** the unprovoked attacks of September 11, 2001 upon America by foreign terrorists have thrust the United States and other countries into a war it never envisioned, either militarily or diplomatically; and
- Whereas,** the challenges facing all the civilized people of the world as they relate to the war on terrorism will not end until those fanatics responsible are eliminated or brought to justice; and
- Whereas,** America is fully committed through "Operation Enduring Freedom" and "Operation Nobel Eagle" to ensure our freedom remains unfettered and sovereign for all generations, now and forever; and
- Whereas,** world opinion needs to remain focused upon the eradication of these inhuman acts perpetrated around the globe; and
- Whereas,** one way to accomplish this is to NEVER FORGET that those innocent victims did not die in vain; and
- Whereas,** America can fight back by reminding the world that the deaths of these people will always be remembered and that they will be forever loved; and
- Whereas,** a noble and appropriate way to accomplish this is through the annual celebration of their living; and
- Whereas,** this commemoration should be held each September 11th throughout the land to include:
- **The promotion of global peace and goodwill.**
 - **The demonstration of America's resolve and perseverance to win the war on terrorism.**
 - **The advancement of responsible citizenship.**
 - **The encouragement of responsible citizenship.**
 - **The encouragement of patriotism and love of country.**
 - **The poignant remembrance of those innocent victims that died on September 11th as heroes, one and all.**

NOW THEREFORE, the Mayor and Common Council of the Town of Camp Verde, Camp Verde, Arizona, do hereby issue this Proclamation to memorialize those men, women, and children who lost their lives; and be it further declared that this Proclamation be publicized for all to see and know that the citizens of Camp Verde remember with eternal respect those whose lives were suddenly, without cause, and pointlessly taken from them on September 11, 2001.

“May They Forever Rest in Peace and Abide in Our Memories”

Proclaimed this 1st day of September 2010.

Bob Burnside, Mayor

ATTEST:

Deborah Barber, Town Clerk

5



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: 8-25-2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: Certificate of Appreciation

Agenda Title (be exact): Presentation of a Certificate of Appreciation to Toni Jenkins for her assistance in the Spanish translation of the voter information for the Town's new website. Mrs. Jenkins provided the service to the Town at no charge.

Purpose and Background Information:

The Clerk's department needed the voter election information to be translated into Spanish in order to be compliant with statutes. Acting Community Development Director, Mike Jenkins' wife, volunteered to translate the entire Election information web page for the Town, **free of charge**. This act of kindness saved the town of the expense of having it translated. Because Mrs. Jenkins performed the task so quickly, the Clerk's Office was able to meet the 8/26 deadline for the launch of the new web site.

Recommendation (Suggested Motion):

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: N/A

Contact Person: Debbie Barber

Action Report prepared by: V. Jones

CERTIFICATE OF APPRECIATION

This certificate is awarded to

Toni Jenkins

*In recognition of her valuable public
service to the Town*



TOWN OF CAMP VERDE

Mayor Bob Burnside

Date



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: 09-01-2010

Meeting Type: Regular Session

Consent Agenda Regular Business

Reference Document: Application for Special Event Liquor License Application

Agenda Title (be exact):

Discussion, consideration and possible approval of a special event liquor license for the Verde Valley Mounted Sheriff's Posse for a one day event, October 23, 2010, being held at Camp Verde Mercantile, located at 74 W. Hollamon Street.

Purpose and Background Information:

The Verde Valley Mounted Sheriff's Posse is working with Camp Verde Mercantile who is hosting a beer and brauts event on October 23, 2010, located at 74 W. Hollamon Street.

Recommendation (Suggested Motion):

Approved the special event liquor license for the Verde Valley Mounted Sheriff's Posse for October 23, 2010 at Camp Verde Mercantile located at 74 W. Hollamon Street.

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: N/A

Contact Person: Deborah Barber

Action Report prepared by: Virginia Jones

State of Arizona Department of Liquor Licenses and Control
 800 W. Washington, 5th Floor
 Phoenix, AZ 85007
 www.azliquor.gov
 (602)542-5141

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
 PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL

****Application must be approved by local government before submission to Department of Liquor Licenses and Control: (Section #20)**

DLLC USE ONLY LICENSE #

1. Name of Organization: VERDE VALLEY RANGERS MOUNTED SHERIFF'S POSSE

2. Non-Profit/I.R.S. Tax Exempt Number: 86-0669881

3. The organization is a: (check one box only)

- Charitable
- Fraternal (must have regular membership and in existence for over 5 years)
- Civic
- Political Party, Ballot Measure, or Campaign Committee
- Religious

4. What is the purpose of this event? FUND RAISER

5. Location of the event: 74 W. HOLLAMAN ST., CAMP VERDE, YAVAPAI, AZ 86322
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: WILLIAMS JAMES Lo. 5-22-33
Last First Middle Date of Birth

7. Applicant's Mailing Address: 2315 S. SUNSET DR, CAMP VERDE, AZ 86322
Street City State Zip

8. Phone Numbers: (928) 567-2282 () (928) 567-6107
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>10-23-10</u>	<u>SAT</u>	<u>11 AM</u>	<u>10 PM</u>
Day 2:	_____	_____	_____	_____
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)

11. This organization has been issued a special event license for 5 days this year, including this event
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event? YES NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL
EVENT LIQUOR SALES.**

Name VERDE VALLEY RANGERS MOUNTED SHERIFF 100%
Percentage

Address PO BOX 2866, CAMP VERDE, AZ 86322

Name _____ Percentage

Address _____
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

____ # Police Fencing
4 # Security personnel Barriers

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO

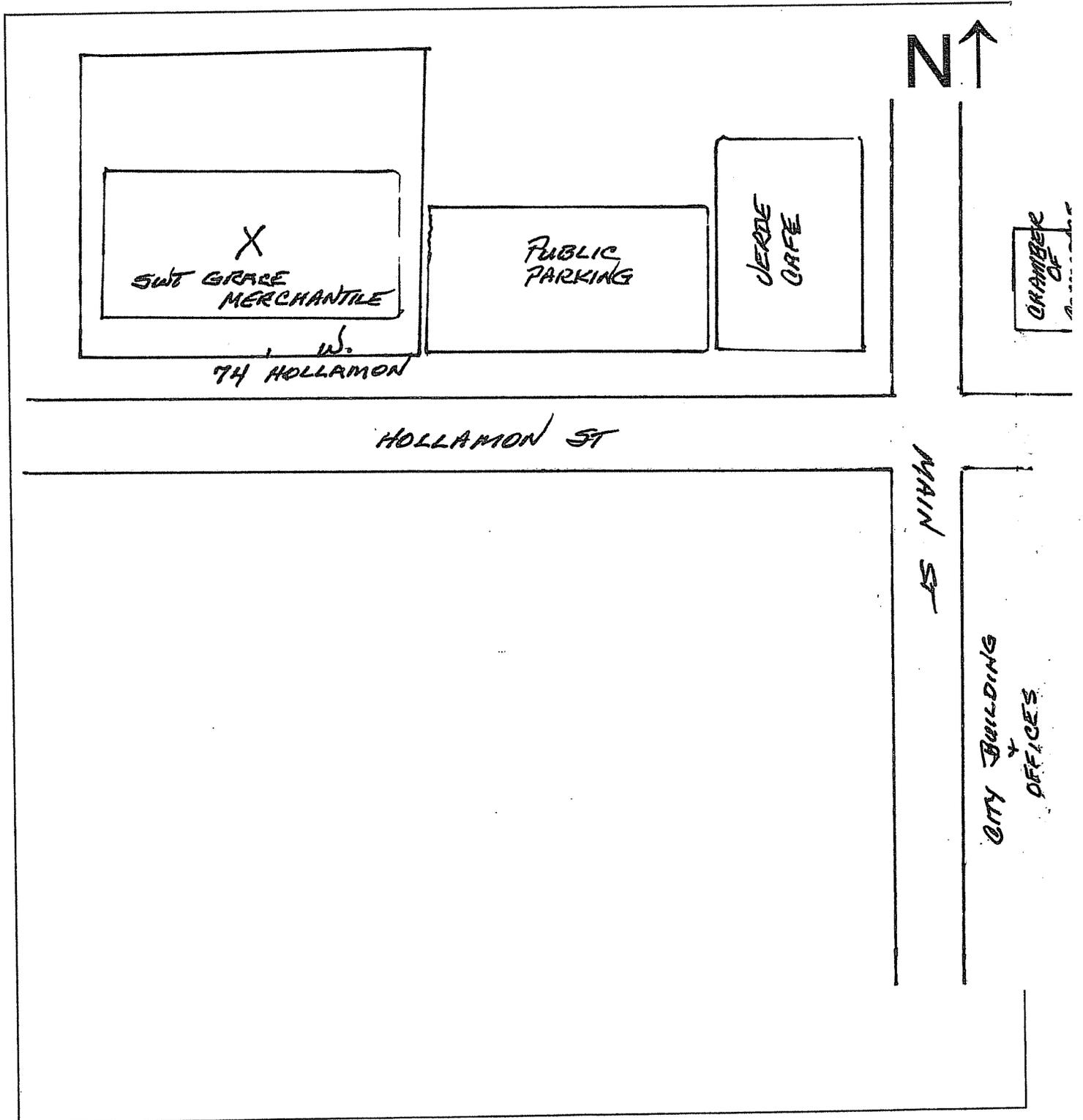
(ATTACH COPY OF AGREEMENT)

Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

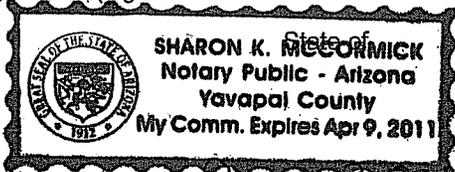
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, JAMES L. WILLIAMS declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X James L. Williams (Signature) _____ (Title/Position) 8-18-10 (928) 567-6107 (Date) (Phone #)



State of Arizona County of Yavapai
 The foregoing instrument was acknowledged before me this August 18 2010
Day Month Year

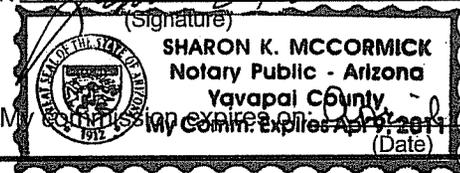
My Commission expires on: April 9, 2011 (Date) Sharon K. McCormick (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, JAMES L. WILLIAMS declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

James L. Williams (Signature)

State of Arizona County of Yavapai
 The foregoing instrument was acknowledged before me this August 18 2010
Day Month Year



Sharon K. McCormick (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County *MUST* recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ (Government Official) _____ (Title) hereby recommend this special event application on behalf of _____ (City, Town or County) _____ (Signature of OFFICIAL) _____ (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 _____ (Employee) _____ (Date)

APPROVED DISAPPROVED BY: _____
 _____ (Title) _____ (Date)



TOWN OF CAMP VERDE
Agenda Action Form

Meeting Date: September 1, 2010

Meeting Type: Regular Session

Consent Agenda Regular Business

Reference Document: Draft Contract: Four-D LLC

Agenda Title (be exact): Discussion, consideration and possible approval of an agreement between FOUR-D LLC, Information Technology (IT) Consultant, and the Town of Camp Verde to provide IT consulting services.

Purpose and Background Information:

The town's one year contractual agreement with Four-D LLC expired June 30, 2010, and the town is therefore receiving computer consulting services on a monthly basis. As such, staff is recommending the town extend the contractual agreement with Four-D LLC to continue the current work in progress focused on bringing the town into the 21st century with respect to its computer/network infrastructure. The computer consultant has increased their hourly billable rate from \$60 to \$65 per hour, effective July 1st. The Town of Clarkdale and the Clarkdale Fire District both pay Four-D \$65 per hour. Havasupai Tribal Council pays \$75 per hour plus travel expenses. Four-D's private sector hourly rate is \$125 per hour. As such, staff recommends establishing a two year contractual agreement with Four-D LLC at \$65 per hour to lock in this rate for two years.

During the current year several objectives have been completed by Four-D which include: improved internet access, speed and reliability, and reduction in cost; email and website services are now administered internally at Town Hall which is more secure and less costly; first phase of computer replacement program completed with 25 new computers deployed; and all employee computers have been upgraded to Microsoft Office 2007, (in the past employees have been using various office suites/versions), everyone is now using the same software for improved collaboration opportunities and efficiency between employees. Additionally, all computers located at Town Hall (Clerks, Community Development, Public Works, etc) have been networked and associated data transferred to new network server.

Planned objectives for the 2010-11 fiscal year include: second round of computer replacement/deployment; setup SharePoint Communicator to further develop "shared work environment" and improve communication and productivity; implement System Center which will enable automatic updates of town computers with security patches and system inventory management; develop, implement and test a comprehensive Disaster Recovery Plan; establish "Point to Point Network Connections" between Town Hall, Marshal's Office and Library; and assist with the implementation of Incode Financial Software. In addition, Four-D will continue to provide technical assistance for IT troubleshooting, etc, on an as needed basis. Costs associated with the aforementioned initiatives are included in Fund # 01-20-18-7100 (Information Technology Services: Consulting Services).

Recommendation (Suggested Motion):

Move to approve and authorize Mayor to sign contractual agreement with Four-D LLC as presented by staff for a period of two years.

Finance Review : Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Attorney Review: Yes No N/A

Attorney Comments: None.

Submitting Department: Administration

Contact Person: Matt Morris

Action Report prepared by: Matt Morris

**Town of Camp Verde
Consultant Agreement**

Professional Services for an Information Technology Consulting Firm

Between the Town of Camp Verde, Camp Verde, Arizona
And Four-D, LLC, an Arizona Limited Liability Corporation

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

This INDEPENDENT CONSULTANT AGREEMENT ("Agreement") is by and between Four-D, LLC - a Technical Consulting and Support Services Company ("Consultant") and the Town of Camp Verde, a municipal corporation ("Town").

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Consultant will be an independent contractor and not an employee of the Town for all purposes, including, but not limited to, the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code (and any other Arizona income tax laws), the Arizona state workers' compensation laws, the Arizona State unemployment insurance laws and any of the Town's benefit plans for the Town's employees. Consultant agrees that it is a separate and independent enterprise from the Town; that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform any work performed for the Town. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the Town. The Town will not be liable for any obligation incurred by the Consultant, including but not limited to unpaid minimum wages and/or overtime premiums. This Agreement shall not be construed to authorize the Consultant to act as an agent for the TOWN in any manner.

The parties further agree and acknowledge that the Town is engaging Consultant as an independent contractor to provide services to the Town under the terms of this Agreement and that the Town shall not be required, under any circumstance(s), to assume liability for the direct payment of any salary, wage, or other compensation to any person employed by the Consultant before, during, or after this agreement is in effect.

The Town shall not withhold from sums becoming payable to the Consultant under this Agreement any amounts for federal, state or local taxes, including federal or state income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. The Town shall report all payments to Consultant on Internal Revenue Service Form 1099. The Consultant agrees that any tax obligation of Consultant arising from the payments made under this Agreement will be the Consultant's sole responsibility. The Consultant will

indemnify the Town for any tax liability, interest, and/or penalties imposed upon the Town by any taxing authority based upon the Town's failure to withhold any amount from the payments for tax purposes.

Section I. Period of Service

Unless terminated sooner, pursuant to section V, this agreement will be for an initial term of the period commencing on the date that the Town Council approves this agreement to June 30, 2012.

Section II. Scope of Work

Consultant is being retained to provide professional services to the Town for information technology services pertaining to the update and improvement of the Town's computer equipment and network system infrastructure, general computer troubleshooting support and as more particularly described in the Statement of Services (Dated July 14, 2010) attached hereto as Exhibit A.

Section III. Compensation

Consultant shall provide technology consulting services. The Town and Consultant shall mutually agree upon the specific work product, scope of services and cost of any work performed. No work by Consultant shall be performed unless directed to do so in writing by the Town Manager or the Town Manager's designated point of contact for the Consultant. In addition, Consultant shall obtain the prior written approval from the Town Manager for any travel or other costs. The rates Consultant will be paid for professional services is \$65.00 per hour. This includes work performed remotely, work performed off-site, verbal and written communications, consultation and support.

Section IV. Billing

The Town shall pay Consultant, monthly, based upon work performed, completion to date and submission of invoices. Invoices shall be submitted by a method approved by the Town Finance Department.

Section V. Termination

The Town has an option to renew the Agreement on a month to month basis at the expiration date of this Agreement. This Agreement shall automatically renew on a month to month basis unless written notice to the contrary is filed with either party not later than the last business day (Monday through Friday) of the calendar month preceding the calendar month in which the current contract period expires.

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.

This agreement may be terminated by either party with 90 days written notice.

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 Manager.

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 this Agreement should 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. Construction

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

Section X. Insurance

- 1. Certificate of Insurance for a General Liability Insurance Policy against claims for bodily injury, death and property damage with limits of at least:

Each Occurrence	\$1,000,000
General Aggregate.....	\$2,000,000

In addition, the Certificate of Insurance must name the Town of Camp Verde, Arizona as an Additional Insured in connection with the consulting services as provided herein and must briefly describe the services being performed, e.g. Information Technology Consulting.

- 2. Certificate of Insurance for Professional Liability Insurance (Errors and Omissions) Policy against claims in connection with the consulting services provided herein with limits of at least:

Each Occurrence	\$1,000,000
General Aggregate.....	\$2,000,000

- 3. Certificate of Insurance for Workers' Compensation Insurance Policy (statutory).

- 4. All Certificate(s) of Insurance captioned above and the fully executed contract provided herein

shall be delivered to the Town as specified in the Notice of Award (if applicable) prior to the issuance of the Notice to Proceed.

5. The Consultant's liability under this Agreement is not in any way limited by the insurance required by this Agreement.
6. The Consultant shall keep said policies in force for the duration of the Agreement and for any possible extension thereof.

Section XI. 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 XII. 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 1956 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 and each of its subcontractors ("Subcontractors") 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 termination of this Agreement at the sole discretion of the Town.

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

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

Neither the Consultant nor any of the Subcontractors shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify

requirements prescribed by A.R.S. §23-214, Subsection A.

Section XIII. TOWN RESPONSIBILITIES

The Town shall accomplish the following:

Assist the Consultant by placing at its disposal all available information in possession of the Town pertinent to the Scope of Services for the project.

Use its best efforts at no additional cost to the Town to secure release of other data necessary for the Consultant to perform the Scope of Services held by others.

Give prompt written notice to the Consultant whenever the Town observes, or otherwise becomes aware of any fault or defect in the project or non-conformance with this Agreement.

Provide the Consultant with a secure, on-site workplace, with a desk or similar work surface, a desktop or laptop PC of similar performance to most other systems currently in use by the Town, and space to store files, technical resources such as books and CDs, and storage for hardware, parts and tools.

Section XIV. CONSULTANT RESPONSIBILITIES

The Consultant shall accomplish the following:

Give prompt written notice to the Town whenever the Consultant observes, or otherwise becomes aware of, any fault or deficit in the [work provided under this Agreement] or any non-conformance with the Agreement.

Observe strict confidentiality in relations with all other parties regarding all of the Town's proprietary information and regarding any other information obtained in connection with the representation of the Town.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals, this _____ day of _____, 2010.

APPROVED AS TO FORM:

Town of Camp Verde

Town Attorney

By: _____
Bob Burnside, Mayor

Consultant

By: _____
Four-D, LLC

ATTEST:

The Mayor and Council approved this contract for execution at the regular session of

Date

Town Clerk

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

_____, 2010 by _____



July 14, 2010

Statement of Services

- Provide PC, communications, and general technical support for Town Staff and others as authorized by the Town Manager, Town Council or their designee to receive such services.
- Develop protocols and educate staff on best practices related to file management, database utilization, email, and communications.
- Assist staff in IT related product evaluation and selection. Provide guidance for future IT projects and initiatives.
- Develop, implement, maintain and support all existing systems and future projects and initiatives.
- Ensure sensitive information is secure from unauthorized access.
- Make recommendations to staff of applicable new technology and industry trends.
- Work with staff and council to develop long and short term technology plans that will support the present and future needs of the Town of Camp Verde.
- Provide 24 x 7 emergency support for all systems with a two hour response time.
- Manage all work, projects and initiatives to plan and to budget.

Four-D, LLC is well positioned to fulfill the Enterprise Support needs of the town of Camp Verde. Physically located about within approximately 20 miles, we can provide the prompt and responsive support you require. We specialize in support for local governments. For the past three years we have worked with the Town of Clarkdale to implement a Cisco based converged voice/data network and phone system, a virtualized Windows Server 2008 environment and a managed desktop. Dewey-Humboldt is also a client, currently being upgraded to Exchange 2010, Windows 7 desktops and Office 2010

Our business model is based on providing exemplary IT services to a dedicated customer base. Concentrating on local contracts within the county allows us to maintain a part-time on-site presence. We get to know your systems and your people.

Our philosophy is to develop and implement highly reliable systems that require minimal maintenance. We stick to industry standard hardware that can be easily supported. We attempt to minimize unnecessary customizations as they make support and maintenance more difficult. We believe in thorough documentation. Changes should be implemented in a planned and tested fashion. We understand that your people are the heart of your organization; that technology systems have become necessary tools for managing your operation, and that good tools must be highly available and dependable. We will do our best to ensure that your systems function flawlessly.



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: September 1, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: N/A

Agenda Title (be exact):

Discussion, consideration, and possible decision relative to proceeding with an application to the USDA for a low-interest loan, grant, and other possible financial considerations to fund the construction of the library. This discussion and possible approval to proceed (with only the application to USDA) would strategically position the Town of Camp Verde to be able to compete with other communities for those same funds during this cycle.

Purpose and Background Information:

This discussion and possible approval to proceed with only the application to USDA would strategically position the Town of Camp Verde to be able to compete with other communities competing for those same funds during this cycle. Any future decisions would have to be made IF and when the submitted application was: 1. accepted, and 2. to be funded. This application process would be at no cost for the Town and the final decision for any loan and grant would be Council's to make at the end of all approvals of the application and funding sources determined. By not submitting the application, it will effectively eliminate Camp Verde from ANY possibility of proceeding with funding through the USDA sources this cycle and will serve to enhance the applications of other communities seeking funding through this same application process.

Recommendation (Suggested Motion):

If it is Council's pleasure, direct staff to prepare an application to the USDA for the construction of the library.

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

Finance Director Comments/Fund: N/A

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

Attorney Comments:

Submitting Department: Council

Contact Person: Councilor German

Action Report prepared by: D. Barber/Councilor German