



It's in your hands ~ "Build a Stronger Community - Shop Locally"

**AGENDA  
JOINT WORK SESSION  
MAYOR and COMMON COUNCIL of the TOWN OF CAMP VERDE  
and the CAMP VERDE CHAMBER OF COMMERCE**

**COUNCIL CHAMBERS - 473 S. Main St., Room 106  
WEDNESDAY, MARCH 23, 2011  
5:00 p.m.**

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Discussion with the Board of Directors of the Camp Verde Chamber of Commerce relative to the Agreement for Contracted Services and Municipal Lease for the operation of the Visitor's Center, followed by possible direction to staff relative to the contracts and/or other matters relating to the Visitor's Center.**
5. **Adjournment**

Posted by:

*Valerie Adams*

Date/Time:

*3/17/11 10:30 am*

*Note: Pursuant to A.R.S. §38-431.03.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.



TOWN OF CAMP VERDE
Agenda Action Form

Meeting Date: March 23, 2011

Meeting Type:

Consent Agenda - Special Announcements Regular Business Work or Special Session

Reference Document: Draft Agreements for Contracted Services and Lease Agreement

Agenda Title:

Discussion with the Executive Board of the Camp Verde Chamber of Commerce relative to the agreement for contracted services and municipal lease for the operation of the Visitor's Center, followed by possible direction to staff relative to the contracts and/or other matters related to the Visitor's Center.

Purpose and Background Information:

Council held a joint work session with the Chamber Board on September 1, 2010. In that meeting, Council directed staff to work out the terms of the agreements and bring the matter back to Council in a joint work session with the Board by April so that it might be considered in the FY 2011/12 budget. The attached agreements are the result of the meetings with the Chamber Director, Tracie Schimikowsky.

In addition, staff and Ms. Schimikowsky respectfully request that the Chamber Board and Council specify what information is to be included in the Chamber's quarterly reports to Council.

Recommendation (Suggested Motion): Direct staff relative to the agreements based on Council policy.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Attorney Review: Yes No N/A

Attorney Comments: N/A at this time.

Submitting Department: Town Manager

Contact Person: Russ Martin

Supporting Documents attached: Yes No N/A (if yes, list detail below)

- 1) 3-16-11 Draft Visitor Center Agreement for Services # of pages 5
2) 3-16-11 Draft Visitor Center Lease Agreement # of pages 3
3) September 1, 2010 Work Session Minutes # of pages 4
4) # of pages
5) # of pages

Instructions to Clerk: N/A

Action Report prepared by: D. Barber for Russ Martin

**03-16-11 Draft REVISED Visitor Center Agreement**

**Agreement for Contracted Services  
Between  
The Town of Camp Verde  
and the  
Camp Verde Chamber of Commerce**

This Agreement is entered into this TBD day of TBD, 2011 by and between the CHAMBER of Commerce, a non-profit corporation, hereinafter referred to as "CHAMBER" and the Town of Camp Verde, an Arizona municipal corporation, hereinafter referred to as "TOWN."

**WHEREAS**, pursuant to A.R.S. § 9-500.11, the TOWN desires to appropriate funds to enhance tourism by promoting Camp Verde as a destination and by assisting visitors to Camp Verde and Camp Verde residents with information and facilities which improve the quality of their experience when in Camp Verde; and

**WHEREAS**, the TOWN receives a significant portion of its tax revenue from tourist spending in the community and sales tax revenue from businesses; and

**WHEREAS**, the TOWN desires to maintain a strong and vital local economy and to require certain minimum levels of staffing at the Visitor Center located in Town to promote Camp Verde and in order to assist in the retention of existing businesses, the attraction of new businesses, and tourism that are deemed desirable; and

**WHEREAS**, the CHAMBER is qualified and has the expertise, organization to provide visitor services, and promote Camp Verde, and such efforts will generate tax revenue to assist the TOWN in providing facilities and services to all residents of Camp Verde; and

**WHEREAS**, the PURPOSE OF THE AGREEMENT is as follows: the TOWN hereby retains the CHAMBER to promote, develop and enhance tourism for the TOWN and its surrounding areas, and to render specific professional and technical services to the TOWN. It is understood and agreed that the CHAMBER, while retained under this Agreement, will also be rendering other services to its members.

**NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS OF THE PARTIES, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

1. **Visitor Center:** Annually the TOWN may allocate funding for the purposes of staffing and operating a Visitor Center. The TOWN agrees to make payment to the CHAMBER following quarterly reports generally in four (4) installments on July 1; October 1, January 1, and April 1, of each fiscal year allocations are made from the TOWN.
  - a. In exchange of this value the CHAMBER agrees to spend the amount allocated to maintain and staff the TOWN's Visitor Center within TOWN for such purposes only. The CHAMBER will ensure The Visitor Center will abide by the criteria set forth by the Arizona Office of Tourism to be a state designated LVIC (Local Visitor Information Center). The Visitor Center will be open to the public during weekdays and weekends to answer all correspondence, telephone or walk-in inquiries for general information

## 03-16-11 Draft REVISED Visitor Center Agreement

relating to Camp Verde. This shall cover costs such as reported in the CHAMBER'S annual budget to include, but not be limited to:

- i. Utilities
- ii. Telephone
- iii. Insurance
- iv. Wages and Benefits for paid visitor center staff
- v. Supplies and Copier
- vi. Postage, mailing costs, freight

2. **Promotion/Marketing:** Annually the TOWN may allocate for tourism in promoting and marketing Camp Verde as a destination. The TOWN agrees to make payment to the CHAMBER following quarterly reports in four (4) installments on July 1; October 1, January 1, and April 1, of each fiscal year allocations are made from the TOWN.
  - a. In exchange of this value the CHAMBER agrees to spend the allocation of the funds received from the TOWN for the following purposes related to marketing activities:
    - i. Website maintenance
    - ii. Website hosting fees
    - iii. Website promotion campaigns
    - iv. PR/Media
    - v. Print advertising campaigns
    - vi. Attend Annual Governor's Conference on Tourism
    - vii. Participation in Sedona Verde Valley Tourism Council (SVVTC)
  - b. The CHAMBER agrees that all printed materials created and distributed by the CHAMBER with funds from the TOWN contain a statement recognizing and acknowledging that funding has been provided by the TOWN for such documents.
3. **Reporting:** The CHAMBER will provide quarterly presentations to the Town Council that minimally include.
  - a. Number of visitors to the Visitor Center broken down by home location.
  - b. Hours to include paid and volunteer staff hours
4. **Coordination:** The TOWN Council Liaison to the CHAMBER and the Town Manager will meet periodically, but not less than quarterly, with the CHAMBER to discuss the coordination between the TOWN and the CHAMBER on items of mutual interest that promotes tourism and provides visitor information.
5. **Annual Financial Audit:** The CHAMBER agrees to provide the TOWN with a copy of its annual financial audit.
6. **Termination:** If and in the event that a dispute between the parties arises as to the service to be provided under this Agreement, then the TOWN and the CHAMBER shall attempt to resolve said dispute. This Agreement is entered into in the State of Arizona and shall be construed and interpreted under the laws of the State of Arizona including, without limitation, the provisions of A.R.S. § 38-511.
7. **Term:** This Agreement will be in force from TBD. The TOWN will provide use of the Visitor Center to the CHAMBER under the terms and conditions as exist under the current

**03-16-11 Draft REVISED Visitor Center Agreement**

lease. This agreement shall end if no funding is allocated from the TOWN or 12 month written notice is given by either party.

**8. Town Duties:**

- a. At the request of the CHAMBER, the TOWN shall disclose to the CHAMBER any information that pertains to the business community that may be legally released; provided that the TOWN shall have no obligation to incur any cost outside the ordinary course of business.
- b. TOWN shall make available TOWN facilities as it deems necessary to accommodate activities associated with CHAMBER business.
- c. TOWN shall endeavor to work with the CHAMBER on a Business Recruitment Program and an Economic Development Program.

**9. Independent Contractor:**

- a. The parties agree that the CHAMBER provides specialized services and that the CHAMBER enters this Agreement with the TOWN as an independent contractor. Nothing in this contract shall be construed to constitute the CHAMBER, nor any of its personnel, volunteers, or directors, as agents, employees, or representatives of the Town of Camp Verde.
- b. As an independent contractor, the CHAMBER is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages, which may arise during the operation of this Agreement.

**10. Insurance, Liability and Indemnity:** The CHAMBER agrees to procure and maintain at its sole expense insurance adequate to meet TOWN Policies currently requiring:

- a. Certificate of Insurance for a General Liability Insurance Policy against claims for bodily injury, death and property damage with limits of at least:
  - 1. Each Occurrence .....\$1,000,000
  - 2. General Aggregate.....\$2,000,000
- b. In addition, the Certificate of Insurance must name the Town of Camp Verde, Arizona as an Additional Insured in connection with the facilities as provided herein and must briefly describe the services being performed, e.g. Lease of TOWN Facilities.
- c. Certificate of Insurance for Workers' Compensation Insurance Policy (Statutory).
- d. All Certificate(s) of Insurance referenced above and completed (signed by all pertinent parties) Services and Lease Agreement as provided herein shall be delivered simultaneously to the TOWN. Upon the TOWN's receipt of both the aforementioned documents the Agreement will be considered fully executed.
- e. CHAMBER liability under this Agreement is not in any way limited by the insurance required by this Agreement.
- f. CHAMBER shall keep said policies in force for the duration of the Agreement and for any possible extension thereof.

**11. Indemnification:** CHAMBER assumes and agrees to hold harmless, indemnify and defend the TOWN, its officers, agents and representatives from and against all losses, claims, demands,

## 03-16-11 Draft REVISED Visitor Center Agreement

payments, suits, actions, recoveries, judgments and all liability of every kind, nature, and description for injury to persons including wrongful death, or damage to property or both occurring during, or in consequence, of the performance or failure to perform by CHAMBER. The TOWN assumes no liability, obligation or responsibility of any nature whatsoever, in connection with this Agreement except for payment of fees as stated or referred to herein.

12. **Subcontracting:** It is understood and agreed that the CHAMBER is free to contract with other parties or to otherwise provide additional services.

13. **Immigration Law Compliance:**

- a. Under the provisions of A.R.S. § 41-4401, the CHAMBER hereby warrants to the TOWN that the CHAMBER and each of its subcontractors (if any) 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 "Contractor Immigration Warranty").
- b. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject the CHAMBER to penalties up to and including termination of this contract at the sole discretion of the TOWN.
- c. The TOWN retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. The TOWN agrees to assist the TOWN in regard to any such inspections.
- d. The TOWN may, at its sole discretion, conduct random verification of the employment records of the CHAMBER and any subcontractors to ensure compliance with Contractor's Immigration Warranty. The CHAMBER agrees to assist the TOWN in regard to any random verifications performed.
- e. Neither the CHAMBER nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the CHAMBER or any subcontractor establishes that it has complied 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 A.
- f. The foregoing provisions of subparagraphs a-e of this article must be included in any contract that the CHAMBER enters into with any and all its subcontractors who provide service under this contract or any subcontract.

**03-16-11 Draft REVISED Visitor Center Agreement**

**APPROVAL AND EXECUTION BY CHAMBER**

PASSED AND APPROVED BY CHAMBER OF COMMERCE ON THE \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Camp Verde CHAMBER of Commerce

By: \_\_\_\_\_  
Dave Freeman, CHAMBER of Commerce Chairman

**ATTEST:**

Camp Verde CHAMBER of Commerce

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

Print Name: \_\_\_\_\_

**APPROVAL AND EXECUTION BY TOWN**

IN WITNESS WHEREOF to be executed by their duly authorized officials on \_\_\_\_\_, 2011.

\_\_\_\_\_  
Bob Burnside, Mayor

Attest: \_\_\_\_\_  
Deborah Barber, Town Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
William J. Sims, Town Attorney

## Lease Agreement

**LANDLORD:** Town of Camp Verde ("LANDLORD"), an Arizona municipal corporation, 473 South Main Street, Ste. 102, Camp Verde, AZ 86322

**TENANT:** Camp Verde Chamber of Commerce ("TENANT"), a non-profit corporation, 385 South Main Street, Camp Verde, AZ 86322

WHEREAS, the LANDLORD and TENANT agree it would be in the public interest to establish larger facilities for use by the TENANT and other related public agencies, for promotion of tourism as a visitor's center; and

WHEREAS, the LANDLORD has provided a remodeled building at 385 South Main Street and related parking areas, located at the entrance to Fort Verde State Historic Park, from Main Street, that would serve as a gateway center for future development connecting the downtown area and the Fort; and

WHEREAS, the parties have entered into a contract for promotion of tourism and economic development.

*NOW, THEREFORE, THE LANDLORD AGREES TO EXECUTE THIS LEASE WITH THE TENANT ON THE FOLLOWING MUTUALLY AGREEABLE TERMS AND CONDITIONS:*

1. **Property and Use:** TENANT shall lease the 385 South Main Street building, other than areas reserved by the LANDLORD for municipal use, and adjoining parking areas, for its office facility both to fulfill the terms of services contract with the LANDLORD, and its role as the administration center for its member businesses and the public. TENANT shall allow other public agencies, as authorized by the Town Manager, space for displays and volunteers from those agencies that will present tourist and related information to visitors. A conference room will be available for LANDLORD's use to be scheduled by the Town Manager (or his/her designee), through the Chamber Director. The TENANT will be responsible for all scheduling and coordinating use of the building.
2. **Term and Use of Visitor's Center:** The term of the lease shall continue until written notice is given by either party to the other. The LANDLORD will provide use of the Visitor Center to the TENANT under the terms and conditions as exist under this lease. This lease shall terminate:
  - a. eighteen (18) months following proper notice in writing in order to allow the TENANT to continue to operate as a Visitor Center and/or make plans for its operation at another location; or
  - b. at any time the use of the premises ceases to be used for visitor services to the benefit of the citizens of the TOWN.

## 03-16-11 Draft Revised Visitor Center Lease Agreement

3. **Improvements:** TENANT will not make any modifications or improvements to the property without the prior consent of the LANDLORD. Any office equipment, supplies, or other fixtures brought to the property shall remain the property of the TENANT.
4. **Rent:** Payment of rent during the term of the lease shall be the nominal sum of \$1.00 per year, acknowledging that the TENANT'S occupancy and use of the premises contribute to visitor services, which is a benefit to the citizens of the TOWN. Also the TENANT, in exchange for the use of the same building, will pay the following to offset the estimated benefit of its use of office spaces, storage and conference room currently estimated as allocated in the TENANT'S annual budget:
  - a. Wages, benefits & workers compensation
  - b. Utilities
  - c. Office supplies
5. **Utilities:** Costs of the utilities to the premises such as electrical service and any separate heating/cooling costs, where they may be prorated, shall be the responsibility of the TENANT.
6. **Sublease:** TENANT will not sublease any portion of the premises without the written consent of the Landlord.
7. **Maintenance:** TENANT will maintain the premises in the condition of the facility at the time of initial occupancy, and Landlord shall maintain the heating/cooling and other services.
8. **Signs:** TENANT will not install any exterior signage on the building without the prior approval of the Landlord.
9. **Remodeling:** The building and surrounding property are an integral part of Main and Hollamon Street and will link the historic areas of the TOWN with Fort Verde State Historic Park. Therefore, the LANDLORD reserves the right to effect changes in the building structure, parking, and access consistent with the surrounding parking areas that indicates the primary uses of the facility.

### APPROVAL AND EXECUTION BY CHAMBER

PASSED AND APPROVED BY CHAMBER OF COMMERCE ON THE \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Camp Verde CHAMBER of Commerce

By: \_\_\_\_\_  
Dave Freeman, CHAMBER of Commerce Chairman

**03-16-11 Draft Revised Visitor Center Lease Agreement**

**ATTEST:**

**Camp Verde CHAMBER of Commerce**

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

**Print Name:** \_\_\_\_\_

**APPROVAL AND EXECUTION BY TOWN**

**IN WITNESS WHEREOF to be executed by their duly authorized officials on \_\_\_\_\_,**  
**2011**

\_\_\_\_\_  
**Bob Burnside, Mayor**

**Attest:** \_\_\_\_\_  
**Debbie Barber, Town Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**William J. Sims, Town Attorney**

4a.2

**MINUTES  
JOINT WORK SESSION  
MAYOR and COMMON COUNCIL of the TOWN OF CAMP VERDE  
and the CAMP VERDE CHAMBER OF COMMERCE  
CVMO TRAINING ROOM – 646 First Street, Camp Verde, AZ  
WEDNESDAY, SEPTEMBER 1, 2010 at 4:30 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.

**1. Call to Order**

Mayor Burnside called the meeting to order at 4:32 p.m.

**2. Roll Call**

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

**Chamber Members Present:**

Director Tracie Schimikowsky, Alex Wilson, Vice-Chair Linda Buchanan, Treasurer Dave Freeman, and Chair Gary Thompson

**Also Present:**

Town Manager Russ Martin and Town Clerk Deborah Barber

**3. Pledge of Allegiance**

Councilor Roulette led the pledge.

**4. Discussion with the Executive Board of the Camp Verde Chamber of Commerce relative to the Agreement for Contracted Services and Municipal Lease for the operation of the Visitor's Center, followed by possible direction to staff relative to the contract.**

Martin explained that the existing contract stipulates the duties and funding associated with the operation/lease for the operation/lease of the Visitor's Center, a Town-owned property located at 385 S. Main Street, Camp Verde, Arizona. The proposed contract is attached and becomes a permanent part of this record. He advised that past contracts failed to clearly outline duties and expectations. He suggested that Council approve the existing contract until he had the opportunity to meet with the Chamber Director to get a better understanding of the expectations of both parties to present to Council for consideration.

Baker asked if Martin were suggesting extending the current contract until June. Martin said that he planned to have it no later than April to accommodate the budget cycle. Baker, noting that the lease ends in December 2010, suggested that extending the lease until June when the fiscal year ends would allow an opportunity for the parties to consider their options. She also noted the immigration compliance section needed to state the Chamber agrees to assist the Town, as opposed to the Town assists the Town.

Buchanan expressed concerns with limiting the lease until June because the Chamber is limited in their long-range planning activities. She strongly urged the Council to consider a longer term than June, for example June 2012.

Baker agreed, stating that her concern was that the goals be determined in addition to the extended length since the lease expires in December 2010. She said that she would not be opposed to the 2012 extension.

Martin preferred the April date to work out the terms, so that it could be included into the budget.

Roulette agreed with Baker and with the Manager, noting that in light of recent legislation, it is important to get more detail in writing. He said that he had no issue with extending the Visitor's Center lease. He explained that the contract does need to be more specific for the benefit of each party.

German agreed with giving the Manager and Director the authority to work out the terms. She said that we could agree to a time so that the Visitor's Center could feel comfortable that they will not have to move in April. She advised that she would like to see the contract solidified before March or April.

Dave Freeman said that the Board has been limited in their planning efforts without the assurance of their location. He said that the short amount of time left on the lease has created additional budgetary expenses because they did not know where they would be located. He said that this was a disservice to the community and Chamber members. He suggested that the lease agreement be separated from the services agreement. He suggested a long-term lease and short-term service contract.

Schirikowsky noted that the State Tourism Office, who was not represented at this meeting and who gives out the official Visitor's Center designation, has stringent compliance criteria. She advised that the status is in jeopardy because there is no handicapped parking spot. She also advised that she had notified the former Town Manager because the Chamber has been 'dinged' on this problem area and it might affect their status.

Burnside agreed that this was a critical issue. He said there has been a misconception in the community that public money and the building went to the Chamber, a private organization. He clarified that the Town owns the building and that the Town pays for (i.e. outsources) the operation of the Visitor's Center to the Chamber of Commerce. He said that the Town wants and needs a Visitor's Center and in order for the Town to have a Visitor's Center, certain requirements are necessary. He said that the outsourcing agreement must outline very specific requirements. He suggested that the simplest act to accomplish at this meeting is to establish benchmarks. Burnside outlined proposed benchmarks as follows:

- \$55,000 – how much do you want to pay for rent for the office space you use for the solely for Chamber activities? This amount should be deducted from the \$55,000.
- How much do you pay your staff for staffing the Visitor's Center? Put this information on paper.
- Quarterly reports relative to the visitors, their interest, increase in numbers and impact on sales tax to justify the public monies that are invested in the operation of the Visitor's Center. The Town can then justify the return on the investment of public monies. This could also justify an increase in funding if needed.
- In 2 years, prepare an analysis of people coming across 260 as opposed to coming into Town – we might discover that the Center needs to be moved to another location that will attract more visitors. We now need to document the funds.
- The Visitor's Center belongs to the Town. If you want to have your Chamber meetings in the Visitor's Center, define how much space you need and how much you are willing to pay for it.

Burnside closed with stating that he felt it would be beneficial to establish benchmarks, as the previous agreement failed to define anything. In summary, he stated the following:

- Define the office space & the rent
- Estimate costs of operation and maintenance – i.e. employees, utilities, upkeep
- Quarterly reports – number of visitors, where are they from, what is their interest, possibly define a correlation with visits to local businesses; cost analysis with direct/indirect costs,
- Define what the Town could do for them – more parking; driveway; picnic tables; ramada; discounts to the local parks and sites, etc.
- Tourism Marketing Tools – provide documentation as to the benefit, what does it do, how much money does it bring in. He does not want a report about how many advertisements were placed, but a report as to how those advertisements resulted in increased visitors that would not otherwise have occurred.

Baker agreed that the handicapped spot should be there and asked why ADOT did not put one in when they did the beautification project. She said that she thought Council was not doing their job and that she was disappointed at times with the information in the Chamber's reports. She said that if Council wanted

German agreed with giving the Manager and Director the authority to work out the terms. She said that we could agree to a time so that the Visitor's Center could feel comfortable that they will not have to move in April. She advised that she would like to see the contract solidified before March or April.

Dave Freeman said that the Board has been limited in their planning efforts without the assurance of their location. He said that the short amount of time left on the lease has created additional budgetary expenses because they did not know where they would be located. He said that this was a disservice to the community and Chamber members. He suggested that the lease agreement be separated from the services agreement. He suggested a long-term lease and short-term service contract.

Schimikowsky noted that the State Tourism Office, who was not represented at this meeting and who gives out the official Visitor's Center designation, has stringent compliance criteria. She advised that the status is in jeopardy because there is no handicapped parking spot. She also advised that she had notified the former Town Manager because the Chamber has been 'dinged' on this problem area and it might affect their status.

Burnside agreed that this was a critical issue. He said there has been a misconception in the community that public money and the building went to the Chamber, a private organization. He clarified that the Town owns the building and that the Town pays for (i.e. outsources) the operation of the Visitor's Center to the Chamber of Commerce. He said that the Town wants and needs a Visitor's Center and in order for the Town to have a Visitor's Center, certain requirements are necessary. He said that the outsourcing agreement must outline very specific requirements. He suggested that the simplest act to accomplish at this meeting is to establish benchmarks. Burnside outlined proposed benchmarks as follows:

- \$55,000 – how much do you want to pay for rent for the office space you use for the solely for Chamber activities? This amount should be deducted from the \$55,000.
- How much do you pay your staff for staffing the Visitor's Center? Put this information on paper.
- Quarterly reports relative to the visitors, their interest, increase in numbers and impact on sales tax to justify the public monies that are invested in the operation of the Visitor's Center. The Town can then justify the return on the investment of public monies. This could also justify an increase in funding if needed.
- In 2 years, prepare an analysis of people coming across 260 as opposed to coming into Town – we might discover that the Center needs to be moved to another location that will attract more visitors. We now need to document the funds.
- The Visitor's Center belongs to the Town. If you want to have your Chamber meetings in the Visitor's Center, define how much space you need and how much you are willing to pay for it.

Burnside closed with stating that he felt it would be beneficial to establish benchmarks, as the previous agreement failed to define anything. In summary, he stated the following:

- Define the office space & the rent
- Estimate costs of operation and maintenance – i.e. employees, utilities, upkeep
- Quarterly reports – number of visitors, where are they from, what is their interest, possibly define a correlation with visits to local businesses; cost analysis with direct/indirect costs,
- Define what the Town could do for them – more parking; driveway; picnic tables; ramada, discounts to the local parks and sites, etc.
- Tourism Marketing Tools – provide documentation as to the benefit, what does it do, how much money does it bring in. He does not want a report about how many advertisements were placed, but a report as to how those advertisements resulted in increased visitors that would not otherwise have occurred.

Baker agreed that the handicapped spot should be there and asked why ADOT did not put one in when they did the beautification project. She said that she thought Council was not doing their job and that she was disappointed at times with the information in the Chamber's reports. She said that if Council wanted

something different, they should have let them know. She also felt that we needed to get the details worked out and work together to succeed. She would like to see us focus on the in-state visitors because people are not traveling, but they were traveling within the state. She wanted the clearest, most straightforward direction as possible in the contract

German said that the Chamber has provided the information that Burnside requested. They have shown that Town is not giving the money without something in return. She agreed with Martin's suggestion to allow the Manager and the Director to work out the details, with the information that has been provided. She said that she thought it was unfair to ask them to tie in the number of visitors with the sales tax. She said the Finance Department could determine that information.

Thompson said that correlating visitors with tax dollars would be difficult because people pay taxes differently – monthly, annually, quarterly, and sometimes not at all.

Roulette thanked the Chamber for the reports that have been given. He said that he wanted to come to the Chamber's defense for not coming to the Town to ask for a handicapped spot when they thought they were going to be kicked out. He felt that the Town was getting a good deal.

Schimikowsky advised the previous Town Manager of the handicapped parking space two years in a row and nothing came of it. All members agreed that it was a liability issue. She explained the membership paid for 45% of her salary and contributed 30% of their own budget to the operation of the Visitor's Center for the Town.

Garrison said that she was very unhappy, noting that the former director pulled out of a NACOG tourism event. She reported that Schimikowsky saved the day and has always stood behind her word. She felt that the former director made the Chamber, the Board, and the Town look bad. She said that she would like to cut to the chase. She would like to extend the lease one year, work with them to understand their needs, and agreed to allow the Manager and Director to work out the details and then move forward. She said that this coming budget cycle would be the worst yet. She noted that the Town had to take \$700,000 from the rainy-day fund to make it through this year and it is just not there next year. She said that she was uncomfortable making promises that we might not be able to keep.

German said that we would assure the Chamber that they would not be removed at the end of December and allow the manager to work with the director.

Freeman thanked Garrison for her comments and reminded her that he spoke before Council a few times about the failures of the Chamber. He explained that this is a new board and chamber and assured members that he would not be part of a Chamber that was run as it was in the past. He expressed his appreciation for Council's support, noting that it is a challenge to move forward on a shoestring. He said that the focus needs to be on growing this Town and making it vibrant again.

Burnside asked Martin to check with the attorney to determine if we had the luxury of waiting until April or if it could be done more quickly. Martin advised that the attorney had reviewed the contract. Burnside asked the Chamber what they wanted from the Town, noting again that this agreement is mandated by law with benchmarks.

Baker said that she was confused. She thought this meeting was about reviewing the contract.

Martin explained that he would like to see Council approve the proposed contract in its current state that expires in December 2011 and that staff would come back in April 2011 with more detail.

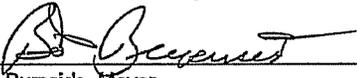
Buchanan said that she was concerned with not extending the lease.

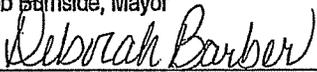
Martin said that if the Town did not have the funding to go past June, the additional six-months on the lease would allow them to make transition plans accordingly. Baker said that Bill Sims did write the contract, noting that the lease terminates December 2011. Martin noted that he had made the change to allow the Chamber additional time.

Burnside asked for a consensus on the direction. All members agreed to the existing contract with Martin & Schimikowsky to work out details later, with an opportunity to review the document in a meeting such as this before it comes to Council for a vote.

5. **Adjournment**

On a motion by Baker, seconded by Garrison, the Mayor adjourned the meeting at 5:42 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 discussion of the Mayor and Common Council of the Town of Camp Verde during the Joint Work Session of the Town Council of Camp Verde, Arizona, held on September 1, 2010. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 20 day of September 2010.

  
\_\_\_\_\_  
Deborah Barber