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AGENDA
MAYOR AND COUNCIL – REGULAR SESSION
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY, FEBRUARY 1, 2012 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 – January 18, 2012
 - 2) Executive Session – January 18, 2012 (recorded)
 - 3) Special Session – January 18, 2012
 - 4) Work Session – January 11, 2012
 - b) **Set Next Meeting, Date and Time:**
 - 1) February 8, 2012 at 6:30 p.m. – Work Session Capital Improvements Plan
 - 2) February 15, 2012 at 5:30 p.m. – Special Session *to be held at Verde Lakes Clubhouse located at 2867 E. Verde Lakes Drive Camp Verde, AZ*
 - 3) February 15, 2012 at 6:30 p.m. – Regular Session
 - 4) February 22, 2012 at 6:30 p.m. – Council Hears Planning & Zoning Matters
 - c) **Possible recommendation for approval of Wine Festival/Wine Fair licenses for the Pecan & Wine Festival to be held February 17, 18, & 19. The application list will be provided with a green sheet prior to the meeting.**
Staff Resource: Debbie Barber
5. **Special Announcements & Presentations** – There are no Special Announcements or Presentations.
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. **The new Program Director of the Camp Verde Adult Reading Program, Kathy Brezina, will introduce herself and update Council on the activities, direction, and benefits of the organization. This will be followed by discussion, consideration, and possible approval of a proclamation declaring February 12-18, 2012 as "Arizona Adult Literacy Week".**
9. **Discussion, consideration, and possible direction to staff relative to changes and distribution to the Camp Verde Unified School District for their consideration and preliminary approval of the proposed Intergovernmental Agreement for Joint Facilities and Equipment Use (including vehicles/buses). Staff Resource: Russ Martin**
10. **Call to the Public for items not on the agenda.**
11. **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.
12. **Adjournment**

Posted by: *Virginia Jones*

Date/Time: *1-26-2012*

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.

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DRAFT
MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS
WEDNESDAY, JANUARY 18, 2012
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, George, Buchanan, Baker and German were present.

Also Present: Town Manager Russ Martin, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper.

3. Pledge of Allegiance

The Pledge was led by Burnside.

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 – January 4, 2012

b) Set Next Meeting, Date and Time:

1) January 25, 2012 at 5:30 p.m. – Joint Work Session with the Chamber of Commerce Board

2) January 25, 2012 at 6:30 p.m. – Council Hears Planning & Zoning Matters – **CANCELLED**

3) February 1, 2012 at 6:30 p.m. – Regular Session

4) February 8, 2012 at 6:30 p.m. – Work Session Capital Improvements Plan

5) February 15, 2012 at 5:30 p.m. – Special Session to be held at Verde Lakes Clubhouse located at 2867 E. Verde Lakes Drive Camp Verde, AZ

6) February 15, 2012 at 6:30 p.m. – Regular Session

7) February 22, 2012 at 6:30 p.m. – Council Hears Planning & Zoning Matters

c) Possible approval of Amendment #1 to Intergovernmental Agreement 09-1525I, approved by Resolution 2011-830 between the State of Arizona and the Town wherein the State will provide an additional \$12,550 for the purchase of Right-of-Way adjacent to Finnie Flat Road in front of the Bashas' property for the Finnie Flat Road Sidewalk Project. Staff Resource: Ron Long

d) Possible approval of a Facilities Use Agreement between the Town and the Governing Board of Yavapai Community College District for the use of Rooms 206-207, restrooms, and related parking lot for their Spring Semester dance class for the period beginning January 15, 2012 and ending January 15, 2013. Staff Resource: Ron Long

On a motion by Kovacovich, seconded by Baker, the Consent Agenda was unanimously approved as presented, except for **Item 4.a)1).**

George requested that the Minutes be pulled.

4.a)1) Regular Session – January 4, 2012

On a motion by George, seconded by Whatley, the Council unanimously approved the addition to the Minutes, and the Minutes.

George referred to Item 10 of the subject Minutes during which the sale of property was being discussed, and said he would like to commend the Mayor for doing the research and giving the State Statutes on selling property; it was very pertinent and useful information and he wanted to say "thank you," and add his comments to the Minutes.

5. **Special Announcements & Presentations**

- **Possible approval of a Proclamation declaring February 4, 2012 as American Legion Auxiliary Kris Nelson Day.**
- **Welcome to the new businesses:**
 - ❖ **Optima Network Services, Inc. – Chino, California**
 - ❖ **MD Construction, Inc. – Phoenix**
 - ❖ **Specialty Paving & Grading, LLC – Prescott**
 - ❖ **Republic ITS, Inc. – Novato, California**

Mayor Burnside first formally announced the Proclamation declaring February 4, 2012 as the American Legion Auxiliary Kris Nelson Day. Burnside welcomed the new businesses as listed, and said it was always a pleasure to do so.

6. **Council Informational Reports.**

Baker commented on attending the Martin Luther King Day celebration set up by the wonderful boy, Chandler, and suggested that he be named the Grand Marshal for Fort Verde Days.

Whatley reported on attending the Sanitary District meeting Thursday and commented on the busy people who are on the Board; she also attended the MLK Day that was very successful that had the Nation incorporated into it as well, and everyone has been asked back next year.

George echoed Whatley's report; he also attended a volunteer meeting with the Verde Promotions, sponsors of the Corn Fest and Fort Verde Days. George said they would love to have more volunteers.

Burnside said he also attended the Martin Luther King Walk; it was fun and the boy did a wonderful job getting people together. Burnside explained his deep regret on not being able to take advantage of an invitation to join in a dance with one of the Yavapai-Apache Nation girls because of a back problem. Burnside went to a WAC meeting today; their dues are being revised; it was a very interesting meeting and he will share more information from the Minutes of that meeting. Burnside said he works at Copper Canyon Trailhead every weekend, from 8:00 to 4:30 each day, and invited volunteers to come and help finish the job.

7. **Call to the Public for items not on the agenda.**

(Comments from the following individuals are summarized.)

Steve Goetting, together with **Barbara Goetting** who distributed printed flyers, called attention to the Grand Opening of White Hills Gallery on 4th Friday, and the upcoming Pecan & Wine Festival; volunteers are invited, and they are still looking for vendors. Calls indicating interest in spending the weekend have been received from California, Texas, and Colorado, as well as Arizona cities. Last night the Archaeological Center held its annual meeting, with 60 people in attendance from as far away as Phoenix, Sedona and the Village of Oak Creek.

Gary Chamberlain reported on the result of his group that is focusing on the highways between Cottonwood and Camp Verde, and Cottonwood and Sedona, picking up bags of trash, a project that has now turned into a business that has been featured on Fox 10 News. He explained that his group has taken on the Adopt-A-Highway Program that has become a broken ADOT bureaucracy; through their efforts, commitments to that Program have now been increased significantly. Mr. Chamberlain invited the Council members to participate by spending 2 hours of their time four times a year helping one of those people who are on the ADOT signs to make it the best one mile section in the neighborhood. He has all the contact information for those who are interested. The bags of trash are periodically picked up and brought to Rusty's Morningstar Ranch for sorting and recycling. The entire community has much to gain through everyone's efforts.

Andy Goodwin announced the opening of his office in the Basha's plaza, starting on March 5th; he is with Edward Jones, an full-service investment firm.

Justin Wertz said he wanted to thank the Council for their time and attention to his project that is now drawing to a close; he hopes the Council will step up with some of the initiatives and help solve some of the community's problems.

There was no further public input.

8. **Public Hearing followed by discussion, consideration, and possible recommendation to approve a liquor license application for Keith's Sports Café located at 522 W. Finnie Flat Rd., Ste. G-2.** Staff Resource: Debbie Barber
On a motion by Baker, seconded by Buchanan, the Council unanimously recommended approval of a liquor license application for Keith's Sports Café located at 522 W. Finnie Flat Rd., Ste. G-2, in Camp Verde.

Town Clerk Barber said that this is a new application for a liquor license for the subject Sports Café; the owner is here if there are any questions. It has been posted for the required 20 days and no comments have been received.

Keith Diskin said the café had opened in August, starting with just breakfast and lunch, currently from 6:00 a.m. to 2:30 p.m. He explained they have applied for the liquor license and want to plan to be open evenings as a good place to come, with an atmosphere of sports, good food, and still family-oriented, keeping the two areas separate.

There was no public input.

9. **Public Hearing followed by discussion, consideration, and possible recommendation to approve a liquor license application for the extension of premises/patio permit for White Hills Winery, LLC, dba The Horn, located at 348 S. Main St.** Debbie Barber
On a motion by Buchanan, seconded by German, the Council unanimously recommended approval of a liquor license application for the extension of premises/patio permit for White Hills Winery, LLC, dba The Horn, located at 348 S. Main Street, Camp Verde, Arizona.

Barber explained that this is a request to extend the patio premises to serve alcohol; posting was not required since this is just a formality to request Council approval before the Department of Liquor will extend the permit. Barber added that Barbara Goetting is present to answer any questions.

Barbara Goetting said that the plan is to extend the outdoor seating, and in order to do that, Council permission is necessary to let the State know that the additional area is approved. Ms. Goetting described the plans to make it a garden/picnic type area, cultivating hops that eventually will be used for brewing beer for The Horn. They just want more elbow room outside.

Burnside discussed with Ms. Goetting the use of the existing posts for the hops.

There was no public input.

Burnside explained his concern regarding the future propane tank shown in the drawing, and requested the Town Manager to follow up with Planning & Zoning on the necessary true protection for the public and make certain that it gets accomplished correctly. Buchanan thanked the Goettings for opening up a great place; they have never come up short on anything they have tried to accomplish. Barber confirmed that the request included "liquor license application."

10. **Presentation and possible discussion of the quarterly reports from the following:**
- ❖ **Planning & Zoning Commission**
 - ❖ **Board of Adjustments**
 - ❖ **Ft. Verde State Park**
 - ❖ **Camp Verde Chamber of Commerce**

Community Development Director Mike Jenkins presented the reports on behalf of the Planning & Zoning Commission

and the Board of Adjustments for the quarter of October through December, 2011; no actions were taken by either body or recommendations made to Council. Jenkins added that although it was a slow quarter, things are coming in the future.

There was no representative present from the Fort Verde State Park; however, the agenda packet had included a written report, with pictures, on the tours, special events and maintenance projects.

Tracie Schimikowsky, President and CEO of the Chamber of Commerce and Visitors Center, gave a Power Point presentation on information for the Visitors Center and Tourism Marketing, indicating an increase in visitor counts ahead of last year. She noted that the Center is on a quest for two more public computers to replace those that no longer are functioning but were very well used. Ms. Schimikowsky reviewed the quarterly comparison figures that also showed an increase in visitor spending, and pointed out the volunteer and staff time involved in the last quarter, as well as ads that have been published, the billboard located in Phoenix, and improvements made to the Website. Ms. Schimikowsky also reported on publicity that resulted from a tour of International journalists a year ago, and her months of work with an International tour company, their upcoming visit to Camp Verde, and a planned visit by a group through a tour company out of Minnesota.

11. Possible award of bid to Yavapai Fence, Inc. in the amount of \$42,729 and authorization to execute contract documents with Yavapai Fence, Inc. for the Public Works Yard Fencing Project Bid #11-094. This is a budgeted item in the CIP. Staff Resource: Ron Long

On a motion by German, seconded by Baker, the Council unanimously moved to award the bid and authorize the Mayor to execute the Agreement for the Public Works Yard Fencing Project, No. 11-094, between the Town of Camp Verde and Yavapai Fence Inc. in the amount of \$42,759.00, subject to Attorney review of the contract payment clause.

Martin said that he had excused Ron Long to attend a training opportunity in Yuma; Martin and Long's assistant are available to answer questions.

In response to a question from Baker, Martin explained that the fencing would not include the area where the sewer line and ditch are, but that obstacle in itself would be a strong deterrent for stealing and driving out with a large amount; it will not be a full security perimeter fence. Adm. Assistant Ranney added that the crew is doing some necessary grading and that dirt will also be moved along the side also.

Burnside reviewed his recollection pertaining to the fencing of the project; there was a dollar amount stated and there was a question regarding doing the whole fence; he understood that the intent of staff was to bring back some options, and questioned why those options had not been received. Martin said he remembered the discussions during budget sessions, and his understanding was whether the scope of work would have to be changed pursuant to a bid that would be received. He recalled that, based on assumption that the bid for the full amount would come in for a better number than the estimate, and staff would be able to do it in a full way in order to not confuse the public or bidders; he believed that was the intent of the Council when the project was funded, and that staff also had that understanding. Given the circumstances as alluded to, it was the intent to get the whole project done and it was bid out that way. Burnside commented on the reference to "alluded to," and said that should this come to him again he would ask, for the record, to specifically put in the Minutes as to what he or any other Council member was asking for, so that an "interpretation" does not happen again. Martin agreed, and said that it would have been important to give staff specific directions, reflected in the Minutes. Without that, it makes recollection more difficult; Martin suggested that staff's intent was to get the entire project done from the beginning, when it was actually funded, and when an opportunity arose to get the project done at or below what the anticipated cost was, staff took that opportunity. Burnside said that, based upon when he left the Council, he was going to get an option. So it appears that one bid was sent out and it came in low enough so that it is not necessary to do an option, which gives the impression that "we can do what we want to do," because the bid could have been put out for the entire property, with addendum showing the different options; that happens all the time. Martin said that he felt it would be better, if we were going to make a savings on the project, to not split up the project, and he takes responsibility for the decision.

Burnside continued expressing his concerns, including whether the full four acres were part of the project and the lack of a map for reference showing the fencing and location of gates. Burnside objected to the payment clause as stated on Exhibit A, which he asserted should be according to the Arizona State Statutes, and not according to a Transportation Title; Burnside cited in detail the Statute sections defining progress payment requirements and the retention of a percentage of payments to ensure proper performance of the contract, both of which he believes should be set forth in the contract. Martin suggested that the Attorney could review those sections, which could be done before the next meeting; in the meantime staff could keep the project going. Burnside explained that his objection to the payment language was that some of it was taken from Title 28, ADOT requirements, whereas for the Town, fencing, carpet, building items all come under Title 41. Burnside said that the Town will be doing more work in the future, and this is a good time to start with the correctness of contracts and moving forward.

Public Works Adm. Asst. Deborah Ranney said that the contract, as submitted, has been reviewed and signed off by the lawyer at this point. Buchanan said he was also troubled, based on the recital of Arizona State Statutes, since he feels it is not uncommon for a lawyer to make a mistake and the issue should be further investigated. He said that he, too, had been expecting something further before approval of funding for fencing, at least a drawing indicating the construction. Buchanan added that without more information he would not be able to approve any motion on this at this time. German disagreed, pointing out that this has been discussed several times; the project should not be delayed further, and staff should be allowed to make any necessary additions to the contract regarding the desired State Statutes, without having to bring it back to Council. Ranney suggested that tours can always be arranged if anyone wants to look at the east side in question, how it is accessed, and the difficulty of getting into the yard. There was further discussion about getting the fence and building secured so that equipment can be moved in. George suggested moving forward with the project, subject to review by the Attorney. Baker questioned whether the project would have to comply with different ARS requirements, since there is HURF funding involved; based on his experience and expertise, she would trust the Attorney's review of the contract at this point. Baker said she would also trust the Town Engineer and his staff to be planning what is needed for the project. Burnside also objected to the payment schedule for materials and for final payment as set forth in the contract; he said it is very important to know how the Town pays the contractors and to define exactly when and how they are paid.

Martin said that staff could go to the Attorney to confirm the issues that should be addressed and make the appropriate changes, if necessary; that could be done in short order.

There was no public input.

12. Call to the Public for items not on the agenda.

There was no public input.

13. Manager/Staff Report

Martin reminded everyone of the 4th Friday event.

14. Adjournment

On a motion by Buchanan, seconded by Baker, the meeting was adjourned at 7:33 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 January 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2012.

Debbie Barber, Town Clerk

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DRAFT
MINUTES
SPECIAL SESSION
MAYOR and COMMON COUNCIL
COUNCIL CHAMBERS
473 S. Main Street, # 106
WEDNESDAY, JANUARY 18, 2012 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.
Public input, where appropriate, is heard prior to the motion

1. Call to Order

Vice Mayor Kovacovich called the meeting to order at 4:30 p.m.

2. Roll Call

Vice Mayor Kovacovich, and Councilors Baker, George, German, and Whatley were present. Councilor Buchanan was absent. Mayor Burnside arrived at 4:35 p.m.

Also Present

Town Manager Russ Martin and Town Clerk Deborah Barber

The Vice Mayor explained that this meeting was for the annual performance review of the Town Manager, noting that the Manager had requested discussion in executive session.

On a motion by Baker, seconded by Whatley, the Council voted unanimously to go into Executive Session pursuant to ARS §38-431.03 (A)(1) for discussion or consideration of assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body.

The Special Session was recessed at 4:31 p.m. and reconvened at 6:13 p.m.

3. Discussion of the annual performance review of the Town Manager.

Council took no action on this item.

4. Adjournment

On a motion by Kovacovich, seconded by George, the meeting was adjourned at 6:14 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 Regular Session of the Town Council of Camp Verde, Arizona, held on the 18th day of January 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2012.

Debbie Barber, Town Clerk

4 a. 4

DRAFT
MINUTES
WORK SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS
WEDNESDAY, JANUARY 11, 2012
5:30 P.M.

Minutes are a summary of the discussion and/or direction only. They are not verbatim.
Public input is placed after Council discussion 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 5:30 p.m.

2. Roll Call

Mayor Burnside, Vice Mayor Kovacovich, and Councilors Baker, Buchanan, George, and Whatley were present. Councilor German joined the meeting at 6:24 p.m. and offered an apology, stating that she thought that the meeting started at 6:30.

Also Present:

Manager Russ Martin, Economic Development Director Melissa Preston, Public Works Director Ron Long, Finance Mike Showers and Town Clerk Deborah Barber

3. Pledge of Allegiance

Ron Long led the pledge.

4. Discussion and possible direction to staff relative to the development of a Capital Improvements Plan (CIP) to include, but not be limited to the survey results, the CIP process, potential funding and funding sources, prioritizing projects, etc. Staff Resource: Russ Martin

Martin explained that the purpose of this initial meeting was to go through the CIP process; to learn what to expect; the role of Council; setting priorities; and getting staff to a point where they can present a budget in April that Council would recognize.

Martin said that the meeting was to discuss only those survey responses that were capital-outlay related. He advised that some survey responses were staff and maintenance related, but these types of requests would not be discussed. He said that this effort was intended to update the plan that would serve as guidance into the future, affecting budgeting and providing a positive impact on the community through funded and completed projects within a specified timeline. Martin suggested that the CIP should be completed in a limited fashion by April 2012, and then updated regularly on an annual basis.

Martin explained that he tried to get information out when people called about specifics, such as the library and equestrian facility. He said that the merits of these and other projects would not be discussed at this meeting. He suggested that public input could be taken at the February 8th meeting.

Commenting on the survey results, Martin explained that though there was a small response rate, it was good in that it was cost-effective and fit within the timeframe that we had. He explained that the survey was not completed or intended to be completed in a scientific manner. He suggested that Council fund a scientific survey in the upcoming budget if they wanted a more accurate picture of what the community would like. He noted that the survey responders put time and effort into the survey and they should be heard. He said that he would like Council's feedback on the timeframes to complete the CIP.

As an aside, Martin advised that he had set aside an office for Council use in the Public Works area where Valerie House used to be, noting that there was a computer and phone available.

For the benefit of the public present, Burnside summarized Martin's discussion by stating that this is the first time in 10 years that the Town has looked at a new CIP plan, noting that the Town Code requires an update every 5 years. He said that we needed to look at how much money we have and what can be improved in the next 5 years. He advised that the February 8th meeting would include public input, noting that Council has their homework since they were not provided information prior to this meeting. He said that this meeting was more of a learning curve for Council. He advised that 10 years ago, a committee was formed and Town-wide surveys done, but this year, it was not done.

Preston explained the survey process. She advised that 6,400 surveys were made available and placed on the web and in strategic places throughout the Town. She advised that there were 258 responses, 153 of which were written. Using the May 2011 registered voter numbers; the percentage of return was 4.4%. She noted it was also made available in Spanish, but none were returned. She advised that she spent about \$700.

Whatley noted that it cost about \$3.00 per survey and that she was very concerned with such a low response rate and the potential to put in more than one response. Baker responded that it was available all over the Town and that it was not possible to force people to fill it out. Martin said that he would like to do a more scientific survey, noting again that the cost should be budgeted.

Preston explained that the Survey Monkey tool was an annual expense and that it was available for other projects. Preston reviewed the "2011 CIP Survey Result by Project Importance" chart, a copy of which is attached and becomes a permanent part of the record. Preston advised that she would provide additional information at the end of the meeting that addressed the comments, a copy of which also becomes a permanent part of this record. She noted that the least important was the equestrian facility and council chambers remodel.

Martin spoke to the importance of the design of a survey. For example, an equestrian facility could be used as an economic development tool and be compared with other economic opportunities, asking the question, would you rather see this or that? He advised that the response then might be very different. He explained that the purpose of this survey was to determine the importance of the 10 projects and the method of funding.

Preston noted that 45.3% of the responses said that reserve funds should be used as opposed to tax increases. At this point, Martin asked that Council take some time to review the information. There was a 5-minute period for review, during which an unidentified woman spoke to the importance of an equestrian facility.

Upon resuming the discussion, Burnside noted that the survey showed that Camp Verde citizens are conservative, perhaps due to the economy. Martin noted the two highest important responses were actually maintenance issues. Burnside said the reason for hiring Ron Long was improving storm drainage and then Steve Burrows was hired to help him and that storm drainage still needed to be done. Long advised that projects were underway.

Buchanan agreed with Martin in that the responses seemed to want to take care of what we have. He said that he knows the survey was put together quickly and may not reflect true data, but it was the best that could be done and it provided a starting point. He said that it was important to give the survey credit.

George agreed that the responders wanted to take care of what we have.

Martin said that regardless of the sample received, it represented what people have told him, and what he suspected constituents have told Council members, that the people want the Town to take care of what we have and that this is a priority.

German said that she was impressed with the thoughtfulness that went into the responses. She was pleased with the favorable responses relative to the library, pool, and park. She said that before we start building the community park, there needs to be infrastructure.

Long said he would have to solve the water issue before putting in ball fields. Burnside said the logical next step is to build a road, relocate the fencing, and improve the existing building for volunteer use. He said there was lead-based paint on the door and window frames and asbestos rolled roofing.

Burnside said that two people contacted him and reminded him that our new manager said that we could go for 3 years without going in the red, and then asked him how anything new could be done. He said they were opposed to increased taxes and relayed that they believed an increase would be 'the kiss of death'.

Martin explained that the budget was running a \$300,000 operational deficit, not a CIP deficit. He said that if we use the general fund to fund capital projects, it would deplete it much quicker than 3-5 years.

Burnside asked for revenue projections. Showers reported that tax revenues are down, but there was an increase in franchise and court fines, so that overall, we are close to the projections.

Buchanan said that we needed to give the public something. He said that we should get an entrance into the park and use volunteers to get as much done as possible. Long said that they had to get an easement from the US Forest Service and meet ADOT standards for a road on the east side of the park, noting that it was going to take time.

Martin reminded Council that we also need to be able to maintain what we build, noting that we do not currently have the staff for new projects. Baker said that ball fields could bring money, but that we had to have water and lights and everything else that goes along with it first, and it was important that Council needed to know from where the money would come.

Whatley said that the Town spent 2.1 million dollars of the public's money three years ago to buy a park and we have done nothing since. She suggested using the impact fees that are sitting in an account to start something.

Martin said that as Council reads through the comments, he hoped that they would recognize that we have a responsibility to understand that Camp Verde's tax structure is different from the other entities with which the public is comparing us. He noted that there is no tax on the APS bill, but there is on their other utilities. He said there is no tax on food in Camp Verde, yet people would drive to Cottonwood to pay 3% and this is how Cottonwood funds their rec center and sewer plant. He noted that the sales taxes are not coming from our citizens in a large way. He asked Council to consider a 1% sales tax increase and explain to their constituents that on a per-capita basis, we are providing services to people the size Cottonwood on 1/5 of their budget.

He advised that with the current tax structure and the economy, this CIP is an exercise in futility. He stressed that there is no way to fund even one project without changing the tax structure. He stated emphatically that keeping the same tax structure would serve only to keep the lights on. He said that if Council moves forward with the resources that are needed, and he hasn't accomplished the projects within 3 to 5 years, they should fire him. He asked that Council not waste the people's time if they are not willing to consider an increase in taxes. He noted that any of the projects would make a difference in the service delivery to our Town.

Burnside said that a major problem in Town is that the citizens do not trust the Town because the taxes were changed. He said the people forgive, but they never forget. He said that Council could make people understand, but they needed to build trust.

Martin said that Council would see a budget that is progressive if resources are provided. He explained that the difficulty with setting certain percentages is that costs increase in some areas that could cause a shift in course.

Baker said that she took offense, because Councils over the years managed to save money for these lean times. She noted that this Council has always worked hard to involve the citizens and would continue to do so.

George noting that implementing a 1% tax would take affect about the time that the State's 1% sunsets, so there would be no actual impact.

Martin advised that this is the only place that he has ever worked that does not have a property tax. He asked Council to imagine what they could do if they had a property tax that covered just the expenses of the Marshal's Office.

Burnside suggested expanding the bed tax since it only impacts the tourists.

Carol German reminded Council that the Bugle figured the cost of the tax increase and the 1/2 % would cost the average citizen \$8.00. She suggested that Martin contact them. Burnside disagreed with those figures. Martin said that if a family spends \$100 per week eating out, it would cost them an extra \$4.00. They would contribute \$10 to the Town if they spent \$1,000.

In closing, Martin said that on February 8th, he would pull some of the more expensive projects out to determine if they are Council priorities. He advised that he would 'group' the maintenance projects that could be completed within the next 5 years. He explained that once priorities are set, staff would come back with the projects in the budget. He said that Council would see the results in March. He asked Council to let him know if they wanted to go through the projects individually, and he would schedule additional work sessions.

Burnside thanked Martin for his honesty.

5. **Adjournment**

The meeting was adjourned at 7:39 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 Work Session of the Town Council of Camp Verde, Arizona, held on the 11th day of January 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2012.

Debbie Barber, Town Clerk



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

PROCLAMATION

**Declaring
February 12-18, 2012**

ARIZONA ADULT LITERACY WEEK

Whereas, approximately 20 percent of Arizona's adults experience literacy issues that severely impacts their lives and families, their ability to work productively, and their full participation as citizens and residents of our State; and

Whereas, the need for a highly literate citizenry is growing rapidly as Arizona moves toward an increasingly technological future; and

Whereas, parents are their children's first teachers, preparing their children to learn and succeed in school and in their community; and

Whereas, Arizona's adult education providers dedicated over two million hours of instruction last year for the benefit our citizenry; and

Whereas, Arizona Adult Literacy Week will encourage and promote literacy and lifelong learning across our great state.

NOW THEREFORE, The Mayor & Common Council of the Town of Camp Verde, Camp Verde, Arizona, do hereby proclaim February 12-18, 2012 as:

"ARIZONA ADULT LITERACY WEEK"

Issued this 1th day of February 2012.

Bob Burnside, Mayor

ATTEST:

Deborah Barber, Clerk

9.



Town of Camp Verde

Meeting Date: February 1, 2012

- Consent Agenda
- Decision Agenda
- Executive Session Requested
- Presentation Only
- Action/Presentation

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact):

DISCUSSION, CONSIDERATION AND DIRECTION TO STAFF RELATIVE TO CHANGES AND DISTRIBUTION TO THE CAMP VERDE UNIFIED SCHOOL DISTRICT (CVUSD) FOR THEIR CONSIDERATION AND PRELIMINARY APPROVAL OF THE PROPOSED INTERGOVERNMENTAL AGREEMENT ("IGA") BETWEEN THE TOWN OF CAMP VERDE ("TOWN") AND CVUSD NO. 28, YAVAPAI COUNTY FOR JOINT FACILITIES AND EQUIPMENT USE (INCLUDING VEHICLES/BUSSES).

List Attached Documents:

- 1. IGA/EXHIBITS A - J

Power Point Presentation: NO

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 15 minutes

Reviews Completed by:

- Department Head: _____
- Town Attorney Comments:

Attorney Bill Sims will review CVUSD's version that will come back to Council for final approval.

Risk Manager Comments:

Counsel for the CVUSD has added the following language to Exhibit G, Page 2, Recital 1, School Bus Use (attached) which Risk Management requests the Town Council review and add, modify or strike, as appropriate.

Sentence #1: The Town shall maintain automobile insurance in the following minimum amounts _____ The Town's automobile insurance exposure/coverage provides collision, comprehensive and an auto liability limit in the amount of \$2 million primary limit and 5 million dollar excess limit, each accident. Council may wish to direct staff to fill in the blank line above in order to advise the CVUSD of the Town's current coverage.

Sentence #2: *The District shall be named as an additional insured under the policy. The Town's insurance shall be primary at all times when the Bus is being used by the Town.*

The Town has no insurable interest in the CVUSD busses. For clarification, basic Insurance laws indicate that 'parties' who do not have an 'interest' (some type of ownership in a vehicle) cannot procure insurance for said vehicle. This would be considered a moral hazard. Therefore, Council may wish to direct staff to strike sentence #2 above, from Exhibit G.

Finance Department

Fiscal Impact: *The only exchange of resources (cash) in this agreement seems to be the hourly charge for CVUSD employed bus drivers when using the schools busses and the corresponding gas expense. The rates from recent use (\$20/hr driving and \$10/hr non-driving) seem to be reasonable and appropriate and certainly do not cause a hardship for the Town. The "wear & tear" impact seems reasonable and equitable for both parties.*

Budget Code: _____ **N/A** _____ **Amount Remaining:** _____

Comments: Each Party has determined that the 'consideration' (roughly equivalent value as a result of this exchange) that it will receive from the other Party is adequate.

Background Information:

Staff is seeking your direction relative to:

1. Any recommended changes to the proposed IGA; and
2. Distribution of IGA to the CVUSD Board for their consideration and possible preliminary approval in the near term of the document.

If the CVUSD Board approves the IGA, it will subsequently be agendized for Council's approval.

You are considering the proposed IGA for the following reasons:

1. Historically, the Town and the Camp Verde School District have participated in the joint/shared-use of resources via multiple IGA's.
2. CVUSD and the Town have forged (and want to continue forging) a strong partnership/ working relationship and the existing relationship can be enhanced by both parties approving one Master IGA.

The purpose of one Master IGA is to:

1. Jointly and cooperatively utilize each other's facilities and equipment on an on-going basis; and
2. Summarize, integrate and enhance previous agreements to the fullest extent possible; and
3. Provide an opportunity for the efficient expenditure of public funds and maximization of services to the community now and into the future.

Recommended Action (Motion):

DIRECT STAFF RELATIVE TO CHANGES AND DISTRIBUTION TO THE CAMP VERDE UNIFIED SCHOOL DISTRICT (CVUSD) FOR THEIR CONSIDERATION AND PRELIMINARY APPROVAL OF THE PROPOSED INTERGOVERNMENTAL AGREEMENT ("IGA") BETWEEN THE TOWN OF CAMP VERDE ("TOWN") AND CVUSD NO. 28, YAVAPAI COUNTY FOR JOINT FACILITIES AND EQUIPMENT USE (INCLUDING VEHICLES/BUSSES).

Instructions to the Clerk: The updated, draft IGA will be electronically sent to the CVUSD's Office by the Manager's Admin. Assist. When the final version of IGA is approved by the CVUSD it will need to be placed on the next available agenda.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF CAMP VERDE AND
CAMP VERDE UNIFIED SCHOOL DISTRICT NO. 28
FOR A JOINT FACILITIES AND EQUIPMENT (INCLUDING VEHICLES/BUSSES)
USE AGREEMENT**

This Intergovernmental Agreement ("Agreement") is made and entered into this day of February 1, 2012 by and between TOWN OF CAMP VERDE, an Arizona municipal corporation ("Town") with offices at 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322 and CAMP VERDE UNIFIED SCHOOL DISTRICT NO. 28 OF YAVAPAI COUNTY, ARIZONA, ("CVUSD"), a political subdivision of the State of Arizona with offices at 410 Camp Lincoln Road, Camp Verde, AZ 86322 collectively referred to in this Agreement as the ("Parties").

RECITALS:

- A. Pursuant to A.R.S. §11-952 et seq., the Town and CVUSD are legally authorized to enter into intergovernmental agreements for services or for the exercise of joint common powers.
- B. The Town and CVUSD desire to jointly and cooperatively utilize ~~certain each other's respective~~ Facilities and Equipment (including Vehicles/Busses) ~~via an exchange, owned by the parties.~~ The parties intend that the Facilities and Equipment said assets will be shared would be available primarily for a more efficient expenditure of public funds and to maximize service to the community.
- C. As more specifically set forth in the Exhibits to this Agreement, Each Party has determined that the consideration it will receive from the other Party is adequate and the Parties will receive roughly equivalent value as a result of this exchange. ~~(see attached Exhibit IA)~~
- D. ~~Either party, individually, enters into this Agreement and has by resolution, approved this Agreement.~~

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NOW, THEREFORE, in consideration of the above recitals and the mutual promises contained herein and other good and valuable consideration, the Parties agree as follows:

AGREEMENT:

- 1. **PURPOSE:**
The purpose of this Agreement is to set forth the terms and conditions for the ~~current and future~~ joint/ shared-use (on an available basis) of the following real property, Facilities including buildings, recreational fields, restrooms, work areas, parking lots and any other potential Facilities) within the Town's jurisdiction and the CVUSD boundaries and ancillary Equipment including Vehicles/Busses and other Equipment ~~as needed~~;

District Facilities and Equipment (including vehicles/busses):

The Multi Use Center (theater or cafeteria) located at 280 Camp Lincoln Road, Camp Verde, Arizona 86322.

The gymnasiums, football fields, and baseball fields located at:

1. 200 Camp Lincoln Road, Camp Verde, Arizona 86322; and
2. 370 Camp Lincoln Road, Camp Verde, Arizona 86322; and
3. 1326 Montezuma Castle Highway, Camp Verde, Arizona 86322; and
4. 462 South Main Street, Camp Verde, Arizona 86322; and
5. Vehicles/Busses and other equipment as needed;

Town Facilities and Equipment

1. Skateboard Park, a public skateboard park, located at 290 Apache Trail, Camp Verde, Arizona, 86322; and
2. Butler Park, a public park, located adjacent to the Camp Verde Middle School Camp Verde, Arizona, 86322 (all facilities, including parking and trail from park to school); and
3. Heritage Pool, a public swimming pool, located at 290 Apache Trail, Camp Verde, Arizona, 86322; and
4. A gymnasium and fields located at 395 South Main Street in Camp Verde Arizona, 86322 utilized by both CVUSD and satellite school South Verde; and
5. Scoreboard; and
6. Large Animal Pens

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-Terms and conditions applicable to specific Facilities and Equipment are set forth in exhibits A through J to this Agreement. Terms and conditions for the shared use of additional Facilities or Equipment not listed above or addressed in the Exhibits may be agreed to in writing by the Parties and added as additional exhibits to this Agreement.

2. SCHEDULING AND PRIORITY USE:

- a. The Facilities and Equipment (including Vehicles/Busses) will be utilized by ~~the general public and CVUSD~~ and ~~the Town Personnel~~ in accordance with the terms and conditions stated in this Agreement and in the Exhibits attached to this Agreement herein (on a space available basis) for maximum services to the community. The Host Party shall retain the right of first priority in the scheduling and use of its Facilities and Equipment (including Vehicles/Busses), as if this Agreement did not exist, and grant the Visiting Party the next following priority.
- b. Neither Party shall use or allow any portion of the Facilities or Equipment (including Vehicles/Busses) to be ~~used~~ utilized for any unlawful purposes, and the use shall not conflict with the respective facility's site activities or mission of either Party.
- c. Host Party (meaning the Party who owns the Facility or Equipment) shall not charge the Visiting Party (meaning the Party using the Facility or Equipment under the terms of this Agreement) for the use of Host Party Facilities and Equipment (including Vehicles/Busses unless expressly provided herein.
- d. The Parties will schedule the use of the Facility and Equipment (including Vehicles/Busses) as needed through either Party's respective offices. Town: The Parks and Recreation Department at 928.567.0535 or such other office as the Town may

designate. CVUSD: 928.567.8008. Either Party shall have priority use of their own facilities and equipment.

3. **TERM:**

The term of this Agreement shall commence as of the effective date noted above until cancelled by notice under section seven (7).

4. **OPERATION AND MAINTENANCE OF RESPECTIVE FACILITIES:**

- a. Each Party shall be responsible for operation and use of their facilities.
- b. When utilizing each other's Facilities, Equipment (including Vehicles/Busses) either Party shall abide by all state and federal laws and regulations and either Party's policies, regulations and rules, necessary for safe use.
- c. Each Party shall share their rules and regulations with the other Party.
- d. Each Party shall include in its annual budget an amount necessary to meet the Party's obligations and repairs of respective Facilities and Equipment (including Vehicle/Busses) as set forth in this Agreement. For any portion of Facilities and Equipment (including, Vehicles/Busses) that requires repair or replacement that is due to the negligence, willful misconduct or by accident of the other Party, the Party that caused the damages shall provide repair or replacement.
- e. At the end of each session of use, the Party using the Facility Equipment (including Vehicles/Busses) shall perform routine cleanup of garbage, floor sweeping and place equipment and furniture back in its original location if moved during the use of the facilities.

~~Each Host Party shall, to the extent practicable, make its cleaning and maintenance personnel, supplies and equipment available to the Visiting Party during and immediately following the Visiting Party's use of the Host Party's Facilities. To the extent that the Visiting Party requires the presence of personnel of the Host Party who would not otherwise be present, then the Visiting Party shall pay the Host Party the actual cost of providing such personnel within (30) days of delivery by the Host Party of an invoice therefor.~~

- f. During a Visiting Party's use of a Host Party's Facilities and Equipment hereunder, the Visiting Party shall provide all major Equipment inherent to operation of the intended use. This includes, but is not limited to, any kitchen facilities, food, sports equipment, safety equipment, theatrical lighting equipment, theatrical sound equipment or cleaning supplies. Nothing in this paragraph shall prevent the Parties from amending this Agreement or entering into a separate agreement for the use of the Host Party's equipment herein. Each Party shall provide supervision during their use of the other Party's Facilities and Equipment (including Vehicles/Busses) to ensure the said assets are properly utilized and that users follow established rules and regulations. . . To the extent that the Visiting Party requires the presence of personnel of the Host Party who would not otherwise be present, then the Visiting Party shall pay the Host Party the actual cost of providing such personnel within (30) days of delivery by the Host Party of an invoice therefor.

- f.
- g. Maintain any and all records properly required for and associated with the conduct of such activities.
- h. Inspect the Host Part's Facilities and Equipment being used and all fixtures and equipment used therein, for safety conditions and for damage, at the beginning and end of each period of use.

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- ~~i. During a Visiting Party's use of a Host Party's Facilities and Equipment hereunder, the Visiting Party shall provide all major Equipment inherent to operation of the intended use. This includes, but is not limited to, any kitchen facilities, food, sports equipment, safety equipment, theatrical lighting equipment, theatrical sound equipment or cleaning supplies. Nothing in this paragraph shall prevent the Parties from amending this Agreement or entering into a separate agreement for the use of the Host Party's equipment herein. Each Party shall provide supervision during their use of the other Party's Facilities and Equipment (including Vehicles/Busses) to ensure the said assets are properly utilized and that users follow established rules and regulations.~~
- ~~j. The Town will pay for and hire the off-duty CVUSD bus drivers (a minimum of six (6) times annually) as contract labor for the utilization of school busses.~~

5. INSURANCE:

Either Party shall, individually procure and maintain (at its sole expense and it may be self-insurance) during the term of this Agreement the following insurance:

- a. A property insurance policy and a policy of general liability insurance against claims for bodily injury, death and property damage occurring in connection with the use of each other's Facilities and Equipment (including Vehicles/Busses) as part of its general policy as provided herein with the following limits:
 Each Occurrence\$1,000,000
 General Aggregate.....\$2,000,000
- b. Statutory Workers' Compensation.
- c. Commercial automobile liability insurance for any owned, hired or non-owned autos, with a limit of not less than \$1,000,000 each accident.
- d. Should coverage be provided on a claims-made basis, the reporting period for claims shall be written so that it can be extended for not less than two (2) years.
- e. Both Parties shall provide, to the other party, Certificates of Insurance (COI) and corresponding endorsement evidencing coverage provisions relative to the joint use of each Party's assets and shall name the other Party as an additionally insured on all applicable insurance policies.
- f. All carriers shall be approved to write insurance in the State of Arizona and possess an A or better A.M. Best rating. provided, however, that coverage through a risk retention pool or trust authorized by Arizona law for municipal corporations and/or school districts may be used to satisfy either Party's insurance obligation.
- g. Either party's coverage shall provide at least thirty (30) days' notice of cancellation or f material change in coverage.
- h. The parties agree to review annually the limits and types of insurance required herein and may, by mutual agreement, amend the requirements as they deem necessary.
- i. Each Party's responsibility, whether by insurance or self-insurance, shall be primary or designated as primary in respect to the acts and omissions of its employees and its operation of the Town's Facilities
- j. Each Party accepts full responsibility for the actions of their own employees while acting under authority of this Agreement. Nothing in this Agreement will be construed to mean that an employee of one agency is an employee or agent of the other agency, or that any contractors or subcontractors are agents for either the TOWN or CVUSD.
- k. Each Party hereby mutually waives their respective rights of recovery against each other for any loss insured by property insurance coverage existing for the benefit of the respective parties.
- l. Arizona School Risk Retention Trust, Inc., (an insurance carrier for schools) shall provide Group or Blanket insurance coverage under a policy issued to CVUSD for all

~~affiliated groups associated with CVUSD that are part of the curriculum (e.g. FFA, Cheerleaders, etc.);~~

6. HOLD HARMLESS AND INDEMNIFICATION:

- a. Each Party, to the fullest extent possible, shall defend, indemnify and hold harmless the other Party its officers, employees and agents, from and against any and all claims, demands, suits, actions or proceedings of any kind or nature, for damages to property or injuries to or death of any person or persons, including employees or agents of the other Party, and including, but not by way of limitation, Workers' Compensation claims, resulting from or arising out of the negligent or wrongful acts, errors or omissions of the Party, its officers, employees, agents, consultants, contractors or subcontractors. This Paragraph 6.a shall survive the termination of this Agreement.
- b. In the event of any third Party legal action against both CVUSD and Town, the parties agree to discuss and analyze the benefits of a ~~common, but~~ mutual defense.

7. ASSIGNMENT TERMINATION:

- a. This Agreement may be terminated by a majority vote by the governing body of either Party for cause, or for any or no reason.
- b. The Party terminating the Agreement shall notify the other Party in writing not less than twelve (12) months prior to the effective date of termination.
- c. This Agreement is subject to ~~cancellation termination~~ pursuant to A.R.S. § 38-511.

8. RELATIONSHIP:

- a. Agents, employees and contractors hired by each party to provide supervisory security or other services at the Host Party's Facilities shall be and remain the agent or employee of the Party employing the agent, employee or contractor.
- b. The Parties shall not be responsible in any manner for the supervision, daily direction and control of the Other Party 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.
- c. If no Host Party personnel are required for the Visiting Party's use of the Facilities, a Host Party may agree to provide keys to a Facility to the Visiting Party for access.

9. MEETINGS:

- a. During the term of this Agreement, the Parties shall meet not less than three times per year to discuss and determine the following relative Facilities and Equipment (including Vehicles/Busses):
 1. The schedules for the use of and any projected closure dates;
 2. Any required maintenance or repair(s);
 3. Any proposed capital improvements to be made in the foreseeable future; and
 4. Any other matter concerning the said assets that may arise.
- b. Meetings of the Parties shall be held prior to the beginning of each semester of the District calendar. Prior to June 15 each year, the District shall notify the Town of the dates for the meetings to be held in the upcoming year. Meeting dates may be rescheduled by mutual agreement of the Parties, and the time of day the meeting is to be held shall be as agreed upon by the Parties. Other meetings may be held as necessary, and

such extraordinary meetings may be called by either Party following notice to the other Party.

- c.. Each Party shall present to the other Party a list of the times during which the Party requests use of the other Party's Facilities. Such list shall project a minimum of three months of time, but should project as far into the coming fiscal year as is practicable. Subject to Section 2(A) herein, the Parties shall honor the other Party's request to the fullest extent possible. Each Party shall print the schedules covering its Facilities and Equipment (including Vehicles/Busses) and provide a printed copy to the other Party to be retained in that Party's records.

10. OWNERSHIP OF EQUIPMENT FIXTURES AND IMPROVEMENTS

All tangible personal property (such as equipment, supplies and materials) brought to or used upon a Facility shall be and remain the property of the Party providing the property. Neither Party shall install any fixtures or make any modifications to the other Party's property without the prior written consent of the other Party. All fixtures and improvements installed or affixed in or upon a Facility and Equipment (including Vehicles/Busses) shall become the property of the Host Party at the time installed or affixed.

11. SEVERABILITY

In the event that a court of competent jurisdiction shall hold any part or provision of this Agreement void or of no effect, the remaining provisions of this Agreement shall remain in full force and effect, to the extent that the continued enforcement of such remaining terms shall continue to reflect substantially the intent of the Parties hereto.

12. 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 right 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.

13. ENTIRE AGREEMENT:

- a. This Agreement and amendments hereto is the entire Agreement between the Town and CVUSD concerning this matter. The Parties shall not be bound by or be liable for any statement or representation of any nature not set forth in this Agreement.
- b. As issues within this section ~~that~~ arise, the Town Manager, Superintendent and the Parties' attorneys (on behalf of either Party) are empowered under their authority to collectively, discuss, collaborate, amend, and execute changes to this IGA (future IGAs and future amendments will be incorporated into this *Agreement* utilizing the standard language with respect to shared-resources and partnerships prior to the finalization of this agreement).
- c. Conflict remedy: The parties have a duty to consider and agree to attempt in good faith to promptly resolve conflicts with respect to the agreement. In the event that a conflict cannot be resolved, the Parties shall consider whether arbitration would be beneficial, the most appropriate type of process, the selection of the arbitrator, and schedule for the arbitrator process within a 60 day period or sooner if practicable.
- d. ~~Currently, the Parties have~~ the following ~~-Intergovernmental Agreements regarding the use of Facilities and Equipment executed IGA's by the Parties are expressly terminated, revoked and superseded as of the effective date of this Agreement :~~
 * ~~Recycling Facility expires October 2011~~

- Skateboard Park IGA dated October 9, 2007; expires October 2011
- Parking Lot and Trail IGA dated June 29, 2010; expires June 2011
- Camp Verde Heritage Pool IGA dated October 9, 2007;
- ~~Town of Camp Verde Facilities Use IGA signed in May, 2010. Resolution 2000-457 regarding the pool~~
- ~~Resolution 2002-529 Statement of Understanding regarding Emergency evacuation (this was a 5 year term renewable for 5 years~~
- ~~Resolution 2010-808 South Verde Technology expires May 2011 may not be extended for more than 4 years.~~

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14. IMMIGRATION LAWS:

- a. Under the provisions of A.R.S. § 41-4401, each party hereby warrants to the other that each party and all 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 Agreement and shall subject the breaching party to penalties up to and including termination of this Agreement at the sole discretion of the non-breaching party.
- c. Each party retains the legal right to inspect the papers of any contractor or subcontractor employee of the other party who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. Each party agrees to assist the other party in regard to any such inspections.
- d. Each party may, at its sole discretion, conduct random verification of the employment records of the other party and any of its subcontractors to ensure compliance with Contractor's Immigration Warranty. Each party agrees to assist the other party in regard to any random verification(s) performed.
- e. A party will not be considered in materially breach of this Agreement or the Contractor Immigration Warranty if the party 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 a party enters into with any and all its subcontractors who provide service under this Agreement or any subcontract.
- g. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, each party certifies that it does not have a scrutinized business operation as defined in A.R.S. §§ 35-391 and 35-393 in either Sudan or Iran.

15. MISCELLANEOUS:

- a. Failure to comply with the terms of this Agreement shall not provide the basis of any third Party action against either of the parties, and there are no third Party beneficiaries of the terms of this Agreement.
- b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

16. AUTHORITY AND NOTICES:

- a. The individuals signing below, on behalf of either Party, hereby represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of either Party and that this Agreement is binding upon either Party in accordance with its terms.

- b. Unless otherwise specified herein, any notice or other communication required or permitted to be given under this Agreement shall be in writing and mailed to the address given below for the Party to be notified, or to such other address, notice of which is given in compliance with this Section:

If to Town:

Town of Camp Verde Clerk's Office
473 S. Main Street, Ste. 102
Camp Verde, Arizona 86322
Fax No.: (928) 567-9061

If to School District:

Camp Verde Unified School District #28
410 Camp Lincoln Road
Camp Verde, AZ 86322
Fax No.: (928) 567-8004

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their names on the day and date first written above.

TOWN OF CAMP VERDE

CAMP VERDE UNIFIED SCHOOL
DISTRICT NO. 28

By: _____
Bob Burnside, Mayor

By: _____
Board Chairman

APPROVAL OF SCHOOL DISTRICT AND TOWN ATTORNEYS

I hereby state that I have reviewed the proposed Intergovernmental Agreement between the Town of CAMP VERDE and the Camp Verde Unified School District No. 28, and declare the Agreement to be in proper form and within the powers and authority granted to their respective governing bodies under the law of the State of Arizona.

By:

By:

Bill Sims, Camp Verde Town Attorney

Camp Verde Unified School District No. 28 Attorney

Date

Date

Exhibit JB

District Facilities and Equipment (including vehicles/busses):

The Multi Use Center (theater or cafeteria) located at 280 Camp Lincoln Road, Camp Verde, Arizona 86322.

The gymnasiums, football fields, and baseball fields located at:

1. 200 Camp Lincoln Road, Camp Verde, Arizona 86322; and
2. 370 Camp Lincoln Road, Camp Verde, Arizona 86322; and
3. 1326 Montezuma Castle Highway, Camp Verde, Arizona 86322; and
4. 462 South Main Street, Camp Verde, Arizona 86322; and
5. Vehicles/Busses and other equipment as needed; and
6. Any other potential recreational fields, restrooms, work areas, parking lots and any other Facilities as developed;
7. Waiver of Town of Camp Verde Community Development Fees

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Town Facilities and Equipment

1. Skateboard Park, a public skateboard park, located at 290 Apache Trail, Camp Verde, Arizona, 86322; and
- Butler Park, a public park, located adjacent to the Camp Verde Middle School
- Camp Verde, Arizona, 86322 (all facilities, including parking and trail from park to school); and
- Heritage Pool, a public swimming pool, located at 290 Apache Trail, Camp Verde, Arizona, 86322; and
- A gymnasium and fields located at 395 South Main Street in Camp Verde, Arizona, 86322 utilized by both CVUSD and satellite school South Verde; and
- Scoreboard; and
- Large Animal Pens
- Any other potential recreational fields, restrooms, work areas, parking lots and any other Facilities as developed;

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A gymnasium and fields located at 395 South Main Street in Camp Verde, Arizona, 86322; and

2. ~~Heritage Pool, a public swimming pool, located at 290 Apache Trail, Camp Verde, Arizona, 86322; and~~
3. ~~Butler Park, a public park, located adjacent to the Camp Verde Middle School, Camp Verde, Arizona, 86322.~~

EXHIBIT A
SKATEBOARD PARK

SKATE BOARD PARK

1. USE

The Parties each represent that the Facility will be used only for the purpose of a Skateboard Park. The Parties agree to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of the CVUSD pertaining to the use and occupancy of the Facility. Neither Party shall use or allow any portion of the Facility to be used for any unlawful purpose. 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 in or about the Facility, or subject the Facility to any use that would damage any portion of the Facility or raise or violate any insurance coverage maintained by the CVUSD. The Parties shall not allow a number of persons in any portion of the Facility at any time in excess of the legal or normal capacity of such portion of the Facility. The Parties shall not permit smoking or alcohol in any portion of the Facility.

2. SCHEDULING

- A. The Town will schedule the use of the Facility, primarily through the Town's Parks and Recreation Department.
- B. The Town will hire and schedule all staff and employees for operation of the Facility. The Town assumes all responsibility and liability for its employees hired pursuant to this Agreement.

3. CONTRIBUTIONS

~~In the event that Pursuant to ARS Section 15-1105 (A) is found to apply to this agreement, the Parties agree that CVUSD may lease school property to any organization for recreational purposes in the interest of the community. CVUSD must charge a reasonable use fee for such lease, which fee may include goods contributed or services rendered by the Town to CVUSD.~~

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

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- Town will schedule use of the Facility as proved in section 2 above.
- Town will operate and maintain the Facility.
- Town will set fees for use of the Facility and collect the same.
- Town will use fees collected to pay all expenses of operation and maintenance (including but not limited to utilities, supplies, and personnel) of the Facility.
- Town will pay for the electricity used by the Facility.

~~In the event the Facility is abandoned for a period of one year or is permanently closed, then the Town shall be responsible for the cost of restoring the site to its condition prior to construction of the Facility.~~

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EXHIBIT B
PARKING LOT AND TRAIL

PARKING LOT AND TRAIL

1. 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, concession stand, announcer stand, and consists of soccer, football, baseball fields, basketball court and tennis court (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.

2. 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.

3. TOWN OBLIGATIONS

~~In the event that 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, is found to apply to this agreement, the Parties agree that t~~

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

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Town shall 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.

4. CVUSD OBLIGATIONS

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 the Town as soon as District knows access to the Facility will be limited or suspended, and shall cooperate with the 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.

EXHIBIT C
CAMP VERDE HERITAGE POOL

CAMP VERDE HERITAGE POOL

1. RECITALS

The Town, as applicant, and CVUSD filed a grant application with the Arizona State Parks Board on June 29, 1993, for the construction of a community swimming pool complex as a public outdoor recreational facility ("Facility") under the Federal Land and Water Conservation Fund (LWCF), established by Public Law 88-567, and Arizona Revised Statutes Section 41-503 and section 15-364.

The grant application and Town Resolution 93-239 required execution of an intergovernmental agreement containing the contributions of the Parties toward the grant, equal sharing of operational costs, and the responsibilities of the Parties for operational of the Facility.

The Parties have constructed the Facility as a public facility on CVUSD property.

2. USE

The Parties each represent that the Facility will be used only for the purpose of a public outdoor recreational facility. The Parties agree to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of CVUSD pertaining to the use and occupancy of the Facility. Neither Party shall use or commit or allow to be committed an waste or nuisance in or about the Facility, or subject the Facility to any use that would damage any portion of the Facility or raise or violate any insurance coverage maintained by CVUSD. The Parties shall not allow a number of persons in any portion of the Facility at any time in excess of the legal or normal capacity of such Facility. The Parties shall not permit smoking or alcohol in any portion of the Facility.

3. SCHEDULING

- A. The Town will schedule the use of the Facility, primarily through its Parks and Recreation Department. During the time the schools are in session, priority in scheduling will be given to CVUSD students. During times that the school has use of the pool, it will be closed to the public and adequate adult supervision/lifeguards will be the responsibility of CVUSD. The safety and well-being of the children will be the sole responsibility of CVUSD.
- B. The Town will hire and schedule all staff and employees for operation of the Facility during open public hours. The Town assumes all responsibility and liability for its employees hired pursuant to this Agreement.

4. CONTRIBUTIONS

~~A. —In the event that Pursuant to ARS Section 15-1105 (A) is found to apply to this agreement, the Parties agree that t~~

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~~, CVUSD may lease school property to any organization for recreational purposes in the interest of the community. CVUSD must charge a reasonable use fee for such lease, which fee may include goods contributed or services rendered by the Town to CVUSD.~~

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

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- a. Town will schedule use of the Facility as provided in Section 3 above.
 - b. Town will operate and maintain Facility.
 - c. Town will set fees for use of the Facility and collect fees and revenues and pay all expenses of operation and maintenance (including but not limited to utilities, supplies, and personnel) of the Facility except as expressly provided elsewhere in this agreement.
 - d. Town shall pay for electricity used by the Facility.
- B. CVUSD shall provide non-potable and potable water used by the Facility. This provision shall survive termination of the Agreement as long as the Town is operating the Facility; provided, however that if such termination occurs and Town continues to operate the Facility, CVUSD and Town may negotiate for Town to reimburse CVUSD for the expenses of water provided by CVUSD to the Facility.
- C. Each party shall include in its budget each year an amount necessary to meet the Party's financial responsibilities.
- D. In the event the Facility is abandoned for a period of one year or is permanently closed, then the cost of restoring the site to its condition prior to construction of the Facility shall be borne fifty percent (50%) by CVUSD and fifty percent (50%) by Town. Notwithstanding the preceding sentence, nothing in this paragraph shall prohibit CVUSD from retaining ownership of and maintaining the Facility upon the events listed in this paragraph.

5. RIGHT OF FIRST REFUSAL

If CVUSD at any time determines to sell the real property upon which the Facility is located, CVUSD shall first offer to the Town the option to purchase the Facility, including real property of a size to effectuate the purpose for which the Facility was constructed, at a price which is fair market value less an amount which is the total of the funds contributed by Town for original construction of the Facility plus all subsequent capital contributions to the Facility by Town. Town shall have thirty (30) days in which to decide if Town will exercise its option to purchase the Facility, CVUSD of the decision. If Town does not exercise its option to purchase the Facility, CVUSD may sell the property to any purchaser. Such sale shall be contingent upon completion of the twenty-five (25) year lease or repayment of grant fund per CVUSD Resolution 99-201 dated February 9, 1999.

6. **ASSIGNMENTS AND SUBLETTING**

Town shall not have the right to assign this Agreement or allow any other person or entity to use or occupy any or all of the Facility without the prior written consent of CVUSD, which consent may be granted or withheld at CVUSD's sole discretion.

EXHIBIT D
SOUTH VERDE TECHNOLOGY
MAGNET HIGH SCHOOL

SOUTH VERDE TECHNOLOGY MAGNET HIGH SCHOOL

1. RECITALS

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

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

2. USE

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

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

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

3. SCHEDULING

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

4. MAINTENANCE

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

EXHIBIT E
SCOREBOARD

SCOREBOARD

1. **USE**

CVUSD will have use of the Town's Scoreboard for South Verde Technology Magnet home basketball games held at the Town Gym.

2. **SCHEDULING**

CVUSD will schedule use of the scoreboard primarily through the Parks & Recreation Department.

3. **OBLIGATIONS**

CVUSD will be responsible for set-up and take down of the scoreboard.

CVUSD will be responsible for any damages to the scoreboard and agree to repair or replace equipment at the expense of CVUSD.

EXHIBIT F
BALL FIELDS

BALL FIELDS

RECITALS

The Town owns fields (the "Facility") located at Butler Park on Garner Lane that sits adjacent to the Camp Verde Middle School.

CVUSD desires to use the Facility for Physical Education and Athletic Programs.

1. USE

CVUSD shall have non-exclusive use of the Facility for the purpose of Physical Education and Athletic Programs.

- A. CVUSD agrees to comply with all applicable state and federal laws and regulations, and with the policies and regulations of Town, pertaining to the use and occupancy of the Facility. Town shall ensure that CVUSD has copies of Town policies and regulations pertinent to this agreement. During the hours CVUSD is using the Facility, CVUSD shall not (i) use or allow any portion of the Facility to be used for any unlawful purpose, (ii) commit or allow to be committed any waste or nuisance in or about the Facility, (iii) violate any insurance coverage maintained by CVUSD or the Town, (iv) allow a number of persons in any portion of the Facility in excess of the legal or normal capacity of the Facility, and (v) permit smoking or alcohol in any portion of the Facility.
- B. At the end of each session of the use of the Facility by CVUSD, CVUSD shall perform routine cleanup of garbage, and organization of equipment. CVUSD shall provide equipment required for its athletic programs and will do any field preparations needed. CVUSD shall repair or replace any of Town's equipment which is damaged during CVUSD use of the equipment.

2. SCHEDULING

The CVUSD will schedule the use of the Facility through the Town's, ~~primarily through the Parks & Recreation Department.~~ Town events shall have priority use of the Facility. ~~When CVUSD is in session, CVUSD may, except when other scheduled events preclude its use, use the Facility each afternoon, and such hourly use shall be scheduled between the hours of 8:00 a.m. and 5:00 p.m.~~

3. MAINTENANCE

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

EXHIBIT G
SCHOOL BUS USE

SCHOOL BUS

1. RECITALS

The Town ~~has a need to provide bus transportation for people participating in Town recreational activities~~ desires to provide affordable, recreational bus trips for the general citizenry of the community.

The District is willing to facilitate the ~~desires that~~ Town's use of the District's Equipment (the "Bus.") ~~in connection with Town recreation activities.~~

The bus to be made available under this Agreement for Town use is
_____ [Make, Model, Year VIN, etc] ~~to provide affordable, recreational bus trips for the general citizenry.~~

1. USE

The Parties each represent that the Bus will be used only for ~~the purpose of a~~ public recreational activities provided by the Town. The Parties agree to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of CVUSD pertaining to the use and occupancy of the Facility. ~~The Town Neither Party shall not use or commit or allow to be committed an waste or nuisance in or about the Facility, or subject the Bus Facility to any use that would damage any portion of the Bus Facility or raise or violate any insurance coverage maintained by CVUSD. The Parties shall not allow a number of persons in the Bus any portion of the Equipment at any time in excess of the legal or normal capacity of such Equipment. The Parties shall not permit smoking or alcohol in any portion of the Bus Equipment. The Town shall maintain automobile insurance in the following minimum amounts~~ _____. The District shall be named as an additional insured under the policy. The Town's insurance shall be primary at all times when the Bus is being used by the Town.

2. SCHEDULING

The Town will schedule the use of the Bus through the CVUSD Transportation Department. CVUSD events shall have priority use of the Bus.

3. CONTRIBUTIONS

~~A. In the event that Pursuant to ARS Section 15-1105 (A), is found to apply to this Agreement, the Parties agree that t~~
~~CVUSD may lease school property to any organization for recreational purposes in the interest of the community. CVUSD must charge a reasonable use fee for such lease, which fee may include goods contributed or services rendered by the Town to CVUSD.~~
~~The reasonable use fee for lease of CVUSD property shall be services rendered by the Town~~ as follows:

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- a. Town will schedule use of the Facility as provided in Section 2 above.
 - b. Town will hire a CVUSD bus driver as contract labor to operate the bus and pay driver for drive and stand-by time.
 - c. Town will re-fuel bus after each trip.
- B. Town shall have at least one Town staff member on board of the bus for each trip.
- C. Town staff shall inspect and clean all trash from the bus at the end of each trip.

~~B. CVUSD will provide a school bus for community bus trips.~~

EXHIBIT H

Large Animal Pens

Large Animal Pens

1. RECITALS

The Town owns a large animal pens located at Arena Del Loma in Camp Verde, Arizona (the "Facility").

CVUSD desires to use the Facility for fund raising for District Agricultural program~~the Camp Verde High School FFA Program.~~

2. USE

- A. CVUSD shall have non-exclusive use of the Facility for the purpose of renting the pens at all events located at Arena Del Loma for the purpose of raising funds for District Agricultural program~~the Camp Verde High School FFA Program. All funds will go directly to Camp Verde FFA.~~
- B. CVUSD agrees to comply with all applicable state and federal laws and regulations, and with the policies and regulations of Town, pertaining to the use and occupancy of the Facility. Town shall ensure that CVUSD has copies of Town policies and regulations pertinent to this agreement. During the hours CVUSD is using the Facility, CVUSD shall not (i) use or allow any portion of the Facility to be used for any unlawful purpose, (ii) commit or allow to be committed any waste or nuisance in or about the Facility, (iii) violate any insurance coverage maintained by CVUSD or the Town, (iv) allow a number of persons in any portion of the Facility in excess of the legal or normal capacity of the Facility, and (v) permit smoking or alcohol in any portion of the Facility.
- C. At the beginning and end of each session of the use of the Facility by CVUSD, CVUSD shall perform routine cleanup of the pen area which may include weed control, garbage, cleaning of each pen and properly disposing of manure. CVUSD shall provide tools/equipment required to perform these duties. CVUSD shall repair or replace any of Town's equipment which is damaged during CVUSD use of the equipment.
- D. If at any time CVUSD decides to no longer use the Facility for fund raising efforts, then the Camp Verde FFA will be responsible to taking the pens down and returning to designated Town Property.

3. SCHEDULING

The CVUSD will schedule the use of the Facility through the Town, primarily through the Parks & Recreation Department. Parks & Recreation staff will work with Verde Fair and Rec. to obtain a yearly calendar of Arena Del Loma events.

4. MAINTENANCE

Town shall be responsible for all maintenance, repairs, improvements and additions to the Facility, except for repairs resulting from use of the Facility by CVUSD, which repairs shall be the obligation of CVUSD.

Camp Verde Unified School District #28

410 Camp Lincoln Rd., Camp Verde, AZ 86322

Phone: (928) 567-8055 FAX: (928) 567-3899

School Facilities User Fees

Class II – Non school sponsored, nonprofit service organization activities.

Class III – Activities sponsored by commercial or profit making groups, including charter and private schools.

Price's Are Per Hour

<u>Facility</u>	<u>Class II</u>	<u>Class III</u>
Classroom	\$ 20.00	\$ 35.00
Computer Lab	\$ 50.00 **	\$ 65.00 **
Elementary School Gym	\$ 30.00	\$ 75.00
Library	\$ 30.00	\$ 50.00
Band / Art Room	\$ 25.00	\$ 40.00
Middle School Gym	\$ 45.00	\$100.00
High School Gym	\$ 45.00	\$100.00
Stadium and Field (Daytime)	\$ 25.00	\$ 50.00
Stadium and Field (Nights w/lights)	\$100.00	\$200.00
Kitchen	\$ 50.00 **	\$100.00 **
Dining Area	\$ 30.00	\$ 75.00
Theater	\$ 60.00 ***	\$115.00 **

Flatbed Trailer

Tractor (Back Hoe)

Weed Eater

Chain Saw

Water Pump

Lawn Mowers

Forklift

Commercial Size Carpet/Vac Sweeper

Floor Polisher

Pick Up Truck

School Bus

\$20.00 Driver per hour + \$2.35 per mile

** Includes district custodial/supervisory personnel presence, if appropriate.

*** Minimum three (3) hour fee.

FACILITY/EQUIPMENT	(Prices are per hour)
Classroom	\$20.00
Kitchen	\$30.00
Gym	\$30.00
Gym Floor Prep	\$65.00
Ball Field (Daytime)	\$25.00
Ball Field (Nights w/Lights)	\$100.00

	(Prices are per day)
Scoreboard	\$50.00
Flatbed Trailer	\$82.00
Tractor **	\$262.00
Mower **	\$120.00
Weed Eater	\$30.00
Bucket Truck/Boom Lift **	\$311.00
Chain Saw	\$45.00

** Requires Operator

POOL ADMISSION

Child	\$1.50
Adult	\$2.00
Lifeguards on Duty	\$10 per hr. per guard

DEPOSITS

Security/Cleaning/Damage (all classes)	\$500
Key Deposit (all classes) (per Key)	\$110

Pre'd by L. Moore
12/29/2011

EXHIBIT J

WAIVER OF COMMUNITY DEVELOPMENT FEES

1. USE

Community development fees including permits, inspections, planning and zoning.

2. OBLIGATIONS

CVUSD will be responsible for following all codes, laws, scheduling set forth by the Town of Camp Verde, Planning/Zoning, and Yavapai County. Camp Verde Unified School District will consult town prior to construction of any new or renovated facilities.