

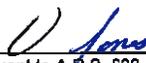


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**AGENDA
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY, MARCH 7, 2012
6:30 P.M.**

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) Council Hears Planning & Zoning Matters – February 22, 2012
 - 2) Regular Session – February 15, 2012
 - 3) Special Session – February 15, 2012
 - 4) Work Session – January 25, 2012
 - b) **Set Next Meeting, Date and Time:**
 - 1) March 21, 2012 at 6:30 p.m. – Regular Session
 - 2) March 28, 2012 at 6:30 p.m. – Council Hears Planning & Zoning Matters
 - 3) April 4, 2012 at 6:30 p.m. – Regular Session
 - 4) April 18, 2012 at 6:30 p.m. – Regular Session
 - 5) April 25, 2012 at 6:30 p.m. – Council Hears Planning & Zoning Matters
 - 6) Monday, April 30, 2012 at 4:00 p.m. – Budget Work Session
 - c) **Possible re-appointment of E. Eugene Neil, Esq. as an Assistant Magistrate for the Municipal Court for a 2-year term, effective March 8, 2012 and setting the hourly rate at \$38.00 per hour with a 3-hour minimum. Staff Resource: Magistrate Harry Cipriano**
 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.**
- Councilor Buchanan requested Item #8:
8. **Presentation by Gayle Durkin, Executive Director of the Verde Valley Habitat for Humanity followed by possible discussion.**
 9. **Discussion, consideration, and possible approval of an agreement re-appointing Magistrate Harry Cipriano as Town Magistrate for a 2-year term beginning 3-17-2012 through 3-17-2014. The new agreement may include an increase in compensation and increase in work hours. Staff Resource: Magistrate Cipriano**
 10. **Discussion, consideration, and possible award of bid for Project #12-095 Finnie Flat/Climbs Parkway Drainage Improvement Project to low bidder Eagle Mountain Construction, Inc. in the amount of \$1,048,104.18 and authorization for the Mayor to execute the Contract Documents. Staff Resource: Ron Long**

11. **Discussion, consideration, and possible acceptance of and/or direction to staff relative to the 2nd Quarter General Fund report and the January Revenue Drivers.** Staff Resource: Mike Showers
12. **Discussion, consideration, and possible direction to staff relative to updates and requested action(s) concerning proposed legislation that affects the Town.** Staff Resource: Russ Martin
13. **Call to the Public for items not on the agenda.**
14. **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.
15. **Adjournment**

Posted by:  Date/Time: 3-1-2012 9:30 a.m.
Note: Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

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

DRAFT
MINUTES
COUNCIL HEARS PLANNING & ZONING MATTERS
MAYOR AND COUNCIL
COUNCIL CHAMBERS
WEDNESDAY FEBRUARY 22, 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, Community Development Director Mike Jenkins, and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**
The Pledge was led by George.

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) February 8, 2012 – Work Session
 - b) **Set Next Meeting, Date and Time:**
 - 1) March 5, 2012 at 5:30 – Work Session
 - 2) March 7, 2012 at 6:30 p.m. – Regular Session
 - 3) March 21, 2012 at 6:30 p.m. – Regular Session
 - 4) March 28, 2012 at 6:30 p.m. – Council Hears Planning & Zoning Matters

On a motion by Kovacovich, seconded by Baker, the Consent Agenda was unanimously approved.

5. **Special Announcements & Presentations**
There were no special announcements or presentations.

6. **Council Informational Reports.**

Whatley reported on her attendance and volunteering at the Pecan & Wine Festival last weekend, enjoying the Kiwanis Breakfast on Saturday morning, the Flag Ceremony and welcoming the Buffalo Soldiers to Camp Verde.

George said he also was at the Pecan & Wine Festival, manning the Verde River Basin Partnership booth; today he attended a luncheon, the Arizona Sustainable Economic Initiative monthly Board meeting in Camp Verde.

Kovacovich also was at the SETI meeting today that was also attended by several people from Northern Arizona who participated in a tour of the downtown sites; he thanked the Town staff for setting things up for that activity.

German said she also helped out at the Pecan & Wine Festival that seems to get bigger and better every year. She attended the SETI meeting in the afternoon; in the morning she went to the Copper Canyon Trailhead event that was very well attended. German commended all the volunteers and the Forest Service personnel, the State Parks, and everyone who participated in creating the Trailhead; it is a job well done.

Buchanan echoed the sentiments of **Whalley** and **German** regarding the Pecan & Wine Festival; he was there all three days putting in 20 volunteer hours helping at the front door checking bracelets; he also attended the dedication of the Copper Canyon Trailhead.

Baker regretted that she was unable to attend the Trailhead dedication this morning; she was aware that so many people had worked so hard and so long to make the project a reality, especially **Lynn Reddell**. **Baker** acknowledged and thanked all those who had also put their hearts and souls into the Trailhead.

Burnside commented on the dedication of the Copper Canyon Trailhead; the project had started in 1991, and is a multi-use Trailhead, and **Lynn Reddell** was the one who kept pushing the boulder. The rest of those who worked on it the last two or three years only finished the need that was stressed and the bar that was set. Everyone should visit the Trailhead and see the plaque that was placed there.

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

(Commented from the following individual are summarized.)

Brenda Hauser wanted to also mention **Bea Richmond** who was also instrumental in developing the Trailhead, and had walked every trail. **Ms. Hauser's** spoke on behalf of the senior citizens who participate in scrapbooking and enjoy other activities at the Library; she appealed to the Council to include \$1200 in the Budget to help defray the expenses for scrapbooking. She asked about the Skateboard being closed. *Town Manager Martin explained that the light had been destroyed and it was difficult to replace.*

There was no further public input.

8. **Presentation by Jeff Schalau from the University of Arizona Cooperation Extension Office and Chip Norton and Jodi Allen from the Verde Natural Resource Conservation District regarding Noxious Weeds abatement and control. Discussion may follow the presentations with possible Council direction to staff relative to the most effective approach for the measures provided. Staff Resource: Mike Jenkins**

On a motion by **Baker**, seconded by **German**, the Council unanimously directed staff to collaborate with **Chip Norton** of the Verde Natural Resource Conservation District and **Jeff Schalau**, University of Arizona Cooperative Extension Office, and all organizations we can work with, to use all the available measures discussed, including biological control insects, and to develop an educational program for our citizens, regarding this noxious weed issue, in particular the Yellow Star Thistle, as soon as possible.

Community Development Director **Mike Jenkins** prefaced the presentation with the news that a permit to the Shooting Range this morning; construction has been started, and that news was well received.

Jenkins said that he had been previously requested to meet with the subject local experts and bring them before the Council to share their information regarding the problems and management of noxious weeds, and the different possible measures that could be taken within our communities to address the growing concern.

Jeff Schalau explained that he had been involved with the UofA Cooperative Extension in Yavapai County for approximately 14 years, and for the last 12 years has been aware of the presence of the Star Thistle in the southern part of Camp Verde. **Mr. Schalau** presented a comprehensive overview of the research done on the origin, existence, proliferation and harm to certain livestock, and recommended measures to try to control the spread of that noxious weed, including considering the use of biological control insects.

The Council members discussed with **Mr. Schalau** the information he had shared, describing their personal experience trying to manage the plant that had invaded their properties. During the discussion, **Mr. Schalau** commented that if the Council were to consider adopting an ordinance on this issue, he is not sure that regulation would have the desired effect; it would take resources to enforce a weed abatement law. He said

that the State does have some noxious weed laws; however, those laws are not strictly enforced, because of various hurdles with being able to impose penalties. Mr. Schalau believes that education and public awareness are some of the more effective ways to manage the weed. Other potential ways are working with private land owners, the Town, ADOT and others regarding the roadsides, and the Forest Service on their boundaries, although it may never be possible to totally eradicate the weed.

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Nancy Pohlman described her experience with the Star Thistle on her property and asked about what she could expect this coming season, and whether a horse would favor the weed over its regular feed. *Mr. Schalau responded that he could not make a precise prediction regarding the growth, and assumed that a regular diet would be preferable.*

Howard Parrish recalled that during the term of President Johnson, Mrs. Johnson had been influential in getting law passed for that state that protected the Yellow Star Thistle during its blooming season.

There was no further public input.

Chip Norton, from the Verde Natural Resource Conservation District, an organization that works with private landowners, traditionally farmers and ranchers on soil and water conservation issues, explained that the organization is also involved in control of invasive plants. Mr. Norton noted that the two things that have been found most effective are education and cooperation. He pointed out that without the cooperation of surrounding communities, such as the County, the City of Cottonwood, and private landowners, Camp Verde would not be entirely successful in its efforts to control the weed. Mr. Norton said the NRCDC would be happy to work with the Town and other partners to hold workshops to provide that education for noxious weeds and invasive plants. In many ways, cooperative efforts seem to work best when dealing with something that is not specific to one jurisdiction.

Commencing further discussion, Councilor George displayed a rough sketch illustrating how the Star Thistle can invade an adjacent property and the need for the owners to cooperate in trying to control the weed. He suggested creating some type of brochure to help educate everyone. Further discussion appeared to indicate general agreement that education would be favored over regulation by ordinance. In response to a question, Mr. Schalau reviewed his previous suggestion regarding the introduction of beetles and flies as a bio-control measure. Jenkins noted that the Town Engineer has been working on controlling the weed, and in addition might want to pursue the use of the beetles and flies, if directed by the Council or Manager. There are also brochures available that staff could use to create something similar for the Town to educate the community.

As for the comments regarding the use of the beetles and flies, Buchanan interjected his assurance for the public that the Town and staff are not importing some bugs, but they are being guided by some very talented organizations and are doing the best for the Town.

9. **Discussion, consideration, and possible direction to staff relative to updates and requested action(s) concerning proposed legislation that affects the Town.** Staff Resource: Russ Martin
There was no action taken.

Martin reviewed two issues from the comprehensive Legislative update, in particular the Regulatory Tax Credit that he believes could have a detrimental effect on us and should be monitored closely, and the ongoing discussion of consolidating the election dates; the bills discussed will be monitored with updates to follow.

10. **Call to the Public for Items not on the Agenda.**
There was no public input.
11. **Manager/Staff Report**
Martin reminded everyone about the Cottonwood Recreation Center Intergovernmental meeting to be held at 6:00 p.m.; the agenda includes a discussion of intergovernmental forums for elected officials about water resources.
12. **Adjournment**
On a motion by German, seconded by Baker, the meeting was adjourned at 7:50 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 22nd day of February 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

H.A. 2

DRAFT
MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS
WEDNESDAY, FEBRUARY 15, 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, Public Works Director Ron Long, Library Director Gerry Laurito, and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**
The Pledge was led by Kovacovich.

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 – February 1, 2012
 - 2) Work Session – January 25, 2012
 - b) **Set Next Meeting, Date and Time:**
 - 1) February 22, 2012 at 6:30 p.m. – Council Hears Planning & Zoning Matters
 - 2) March 7, 2012 at 6:30 p.m. – Regular Session
 - 3) March 21, 2012 at 6:30 p.m. – Regular Session
 - c) **Possible approval of the FY 12/13 Budget Calendar** Staff Resource: Mike Showers
 - d) **Possible approval of the Library Materials Sales Agreement with the Camp Verde Library Endowment (CVLE) to accept used library materials to be sold by CVLE to benefit the Library.**
Staff Resource: Gerry Laurito
 - e) **Possible receipt of warranty deeds upon completion from Chase Bank for parcels 404-02-024U and 404-02-024W located in the Northeast Industry Commerce Park off Howard's Road and possible acceptance of these parcels into the Town's road system for maintenance.**
On a motion by Kovacovich, seconded by Baker, the Consent Agenda was unanimously approved as presented, with the exception of Item 4.a)2).

Burnside requested that Item 2 under Approval of the Minutes be pulled.

4.a)2) Approval of the Minutes: Work Session-January 25, 2012

On a motion by Burnside, seconded by Buchanan, the Council unanimously voted to send the Minutes back to staff to be brought back at a later date for approval, with the addition of German's statement, and the line item removed.

Burnside referred to the last page of those Minutes, specifically the item, "Ideas Moving Forward," and

explained that at the meeting, he did not believe that there was a full discussion and general agreement on the line item, "a budget not to exceed \$80,000." He did recall that one Council member expressed an opinion. Burnside's concern was that such a limit would affect the Town Manager's ability to take advantage of real opportunities forthcoming, as indicated by the last sentence in that item. After discussion with each Council member and the Town Manager, it was agreed that there had not been a consensus on a specific amount. German explained that she was the member who would like to see the amount kept at \$80,000, and she agreed that there was not a general consensus; that was only her opinion based on her concern about the Town already currently operating at a deficit, and wanting to be fiscally responsible. Burnside requested that the line item be removed and the Minutes corrected to include German's statement; action was taken accordingly.

5. **Special Announcements & Presentations**

• **Welcome to the new businesses:**

- ❖ **Rainbow Ranch Construction LLC. – Camp Verde, AZ**
- ❖ **Childrens Party People-Prescott, AZ**
- ❖ **R & M Building Services – Flagstaff, AZ**
- ❖ **Bee Electric Co. Inc. – Mesa, AZ**
- ❖ **Comfort Building Services LLC – Cottonwood, AZ**
- ❖ **Stewart & Sons LLC – Jerome, AZ**
- ❖ **Alcantara Vineyard – Cottonwood, AZ - Special Event**
- ❖ **Pillsbury Wine Company North – Phoenix, AZ - Special Event**
- ❖ **Bitter Creek Winery – Gilbert, AZ – Special Event**
- ❖ **Arizona Stronghold Vineyard – Cornville, AZ - Special Event**
- ❖ **Kokopelli Winery – Chandler, AZ – Special Event**
- ❖ **Javelina Leap Vineyard & Wine – Cornville, AZ – Special Event**
- ❖ **Jerome Winery – Gilbert, AZ – Special Event**
- ❖ **Granite Creek Vineyards – Chino Valley, AZ – Special Event**
- ❖ **Freitas Vineyards – Cottonwood, AZ – Special Events**
- ❖ **Oak Creek Vineyard and Winery – Cornville, AZ – Special Event**

Burnside announced the list of new businesses, and welcomed each to the Town.

6. **Council Informational Reports.**

German reported on her attendance, together with Councilor Buchanan, at the Beaver Creek Arizona Centennial celebration, and described in detail what she referred to as a spectacular event that was held in the Beaver Creek new Multi-Use Center, including enjoying digital stories of the Verde Valley history; more of those stories will be shown this Friday at the Camp Verde Multi-Use Center. German also reported on attending the Camp Verde Superintendent's Advisory Council this morning; the Camp Verde School District is going to get involved in the YCETC (Yavapai County Educational Technological Consortium) That group will be setting up distance learning in all the different schools in the area to enable students to get courses from other venues through telecommunication.

Buchanan echoed German's remarks on the Centennial celebration, and also commented on the wonderful digital stories being available on CD's. Buchanan reported on attending the WAC meeting in Prescott this afternoon. He also attended a League of Women Voters Saturday in Sedona.

Baker said she was glad to be back after her recent bout with a health problem.

Whatley said she went to a water meeting; she also went to the Verde Valley Historical Photographs exhibit at the Yavapai County Attorney's Office, and described some of the photos that were on display there. Whatley also attended the League of Women Voters meeting, and said that a former Mayor of Phoenix is working on an initiative that would permit everybody to vote in every primary, regardless of party affiliation.

George also commented on the photo exhibit, and said that the pictures will be on permanent display. He also attended the League of Women Voters luncheon. On Monday he attended the Verde River Basin Partnership Committee meeting; that Committee will have a booth at the Pecan & Wine Festival to help educate people on handling the river and the water.

Burnside said that the water meeting referred to by Whatley was a focus on the economics of the Verde River; there will probably be some further meetings or a survey or a synopsis of all that has been learned and how they will be moving forward. Burnside also reported on the Black Canyon Trails Coalition meeting at the Prescott National Forest, and outlined the trails being planned from Carefree Highway all the way up, ending up on the State Trail. Burnside read the first paragraph of a letter from a young student noting some pedestrian safety problems on Hollamon and Fifth Street; Burnside referred her concern to the Town Manager to look into and report back, in order to respond to that student.

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

(Comments from the following individual are summarized.)

Charlotte Salsman announced that the Town now has Copper Canyon Trailhead; the grand opening will be next Wednesday at noon. Also, the Wine & Pecan Festival needs volunteers; call 703-969-3378 for further information.

There was no further public input.

8. **Presentation/Discussion by Sue Sammarco, Event Manager for the 2012 Petapalooza, a March 31, 2012 event on Town premises focused on both adoption of pets and 'Responsible Pet Ownership'.**

Staff Resource Russ Martin

There was no action taken.

Town Manager Martin said the upcoming event was made possible through the efforts of Ms. Sammarco, Councilor German, and a few other interested people working with staff; the Town appreciates the focus on the pet population, which is a concern of the Town as well.

Ms. Sammarco, a member of Yavapai Broadcasting, with an extensive background in dog showing and pet events, outlined the plans for the March 31st event and the decision to hold it in Camp Verde. The strong focus will be on adoption of animals being brought in from area humane groups, as well as the participation by many different vendors promoting the theme of "Responsible Pet Ownership." Ms. Sammarco described in detail the various activities that will be held at the Community Field, Gymnasium, Ramada, and at the Fort Verde State Historic Park Parade Grounds.

9. **Presentation/Discussion by Jody Nickerson, OHV Program Coordinator for the USFS regarding Travel Management Rule for public motorized travel relative to access on the Coconino National Forest.** Staff Resource Russ Martin

There was no action taken.

Martin emphasized that the subject Travel Management Rule has already been passed in 2005; the presentation is intended to familiarize the Council members with the changes that are coming to the National Forest in order to be able to respond to possible citizen inquiries.

Jody Nickerson referred to the handout that had been included in the Agenda packets, and said that she would be presenting the nuances of Travel Management on the Coconino National Forest. The Prescott Forest established their Travel Management Rule in 2009; their Motor Vehicle Use Map exhibits what is coming for the Coconino, and is free to the public. Ms. Nickerson detailed the changes affecting all National

Forests and Grasslands regarding motorized vehicles, the identification of designated roads, trails and areas open to motor vehicle use, prohibition of cross country travel, motorized camping, big game retrieval, permitted uses, and the current signing policies. Ms. Nickerson also pointed out penalties for violations of the Rule. During the discussion that followed, Burnside commented on the areas within the Town boundaries that have social trails, which Ms. Nickerson said she is aware of; she said those trails will be non-designated. Burnside offered to provide Ms. Nickerson with a copy of the map of the Camp Verde trails system, which she welcomed.

10. **Presentation/Discussion by Camp Verde Women Taking Action relative to adopting and making improvements to Rezzonico Park as a volunteer service project. Discussion may be followed by possible direction to staff on coming back before Council with plans for the project that will meet the Town's requirements for moving forward.** Staff Resource: Ron Long
There was no action taken.

Martin explained that the group had met with Ron Long who suggested that they give an update to the Council on their plans, as well as to receive thoughts or comments on the project they are proposing.

Charlotte Chase, representing the Camp Verde Women Taking Action group, said they are relatively new, having started in June with the intent to take on Town of Camp Verde projects to try to make the Town as attractive as possible to businesses. If it meets with Council approval, Ms Chase said the group has decided to pursue beautifying and making Rezzonico Park more inviting to the public to have picnics, walk the trails and engage in various recreational activities. Ms. Chase said that they had walked the Park with Ron Long to discuss their ideas. Their target deadline is for Memorial Day and to involve Veterans in this project and honor them, with the Park perhaps creating an environment in which they can feel their contribution to this country has been recognized here in Camp Verde. The first phase of the project would be to establish the walking paths, and the next phases would involve lighting, reclaiming some picnic tables, landscaping, and perhaps a portable band shell to be used for community gatherings during the summer. Ms. Chase said they would like approval from the Council to pursue gaining volunteers and donations.

In response to questions from the Council, Ms. Chase said that they had talked to the Rezzonico family regarding the project, and that had been their first step; they are a non-profit group, loosely organized, and not established as a 501(c)(3). Ms. Chase said they would welcome volunteers, are not gender-specific, and would be happy to partner and collaborate with other groups who are pursuing the same type of venue. Whatley confirmed with Ms. Chase that the group will be coming back to Council with a plan before doing anything further, and wanted to make sure that they will also partner with the neighbors in the area; it is a very quiet neighborhood. Ms. Chase gave assurance that they would be sensitive to the neighborhood, and would only have entertainment on a toned-down basis. Whatley also stressed that the Park was created for access to the river, to be able to listen to the quiet, and picnic, and enjoy the river.

11. **Discussion, consideration, and possible approval of Resolution 2012-861, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, expressing support for designation of a 'Welcome Home Vietnam Veterans Day'.** Staff Resource: Russ Martin
On a motion by Buchanan, seconded by German, the Council unanimously approved Resolution 2012-861, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, expressing support for designation of a 'Welcome Home Vietnam Veterans Day'.

Martin said that as a proud son of a Vietnam Veteran, he became aware of this movement from his fellow Managers in the Valley who are also supporting designating the special Day. Martin said that he hopes there will be time before the proposed date of March 30, 2012 to be able to plan some type of recognition beyond just what this Resolution would accomplish, and that this will generate the attention that such a special Day deserves. During a brief discussion, Martin explained the difference between a Proclamation

and a Resolution, simply that all the members of the Town Council would be *resolving* to designate a special Day; in the future the Day could then be *proclaimed*.

12. **Discussion, consideration, and possible direction to staff relative to updates and requested action(s) concerning proposed legislation that affects the Town.** Staff Resource: Russ Martin
There was no action taken.

Martin explained that, as the Council's designated "lobbyist," he would like to continue having these on the Agendas for the time being, since it gives him the opportunity to not only make sure the members are aware of what is happening, but also that he is aware that the Council thinks certain items need to be brought to everyone's attention, and, depending upon their importance, to the attention of our Legislative representatives. Being able to check in with the Council at least every two weeks, if there is a burning issue, the hope is to alter the Agenda in time to be able to notify the public that a certain bill will be coming before the Council to weigh in on. Martin reviewed the process followed by the League of Cities regarding updating towns and cities on legislative happenings and lobbying on their behalf; bills are now starting to come up for consideration and possible action. Martin said that having this on the agenda throughout the Legislative session would enable staff to review with Council any legislation or potential action they may wish to take, from no action, to a phone call, or appearances in Phoenix, as well as to keep the public advised of those events. Martin stressed the importance of the proposed strategy of having everyone on the same page immediately responding to an issue. Martin said he would check into whether Work Session agendas would be included. It was noted that actions will be continued as necessary between meetings, pursuant to current Council policy.

13. **Call to the Public for items not on the agenda.**
(Comments from the following individuals are summarized.)

Justin Wertz gave an update on the skateboard park he is working on and the individuals that are lending support on the project for everybody to enjoy.

David White, whose mother lives on Black Bridge Loop Road, described a past experience where the residents felt that they were not being consulted about what was being done in that area, and they are afraid that it is happening again. Although the ladies said they talked to the Rezzonicos, nobody on Black Bridge Loop has been contacted. The prospect of lights being put up, a bandstand, and such, are of deep concern. Former agreements have not been honored. Also, who will be responsible for the maintenance of any improvements; the residents want to be in the loop before anything starts happening.

Charlotte Salsman said that what the ladies are attempting to do is a wonderful idea; however, unless they have spoken with Irene within the last month, they have not spoken with the Rezzonicos. The Rezzonicos have something in mind that they would like to do, but have done nothing yet because of the economy. Maintenance and upkeep are also of concern. Ms. Salsman also said she feels that any action group like this, coming into our town, should be from Camp Verde; she has heard some of them are from Cottonwood and other communities.

Ramona Aldridge commented on always seeing Bob Burnside working, and rarely in any type of social situation. Ms. Aldridge then read a Valentine's poem she had written extolling the Mayor for his consistently pleasant demeanor, his industry, and his dedication to the Town and its citizens.

There was no further public input.

14. **Manager/Staff Report**

Martin requested that the next CIP meeting be scheduled for Monday, March 5th; after discussion that date was agreed upon, and the time set for 5:30 p.m. for the Special Session.

15. **Adjournment**

On a motion by Buchanan, seconded by Baker, the meeting was adjourned at 8:06 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 15th day of February 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

Ha. 2

**MINUTES
SPECIAL SESSION
MAYOR AND COUNCIL
VERDE LAKES CLUBHOUSE
2867 E. VERDE LAKES DRIVE
WEDNESDAY, FEBRARY 15, 2012 at 5:30 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

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, German, and Whatley were present.

Also Present:

Town Manager Russ Martin, Town Clerk Deborah Barber

3. Pledge of Allegiance

Councilor Baker led the pledge.

4. Discussion, consideration and possible approval of Resolution 2012-860, a Resolution of the Mayor and Council of the Town of Camp Verde as the Official Center of Arizona.

On a motion by Baker, seconded by Kovacovich, the Council voted unanimously to approve Resolution 2012-860, a resolution of the Mayor and Council of the Town of Camp Verde establishing the Town of Camp Verde as the "Official Center of Arizona".

Manager Martin introduced Brian Fisher from the Arizona Professional Land Surveyors (APLS). Mr. Fisher explained that APLS has passed a resolution calling for the designation of the geographical center of Arizona. Camp Verde has been designated as the official '2012 Centennial Closest Community to the Geographic Center of Arizona'. If Council approves the Resolution, Camp Verde will have the bragging rights as being the geographical center of the state.

Manager Martin explained that on April 1, 2012 the Centennial Legacy Marker will be placed at Rezzonico Park and staff is working diligently to prepare the site for the marker..

5. Adjournment

On a motion by German, seconded by Baker, the meeting was adjourned at 5:36 p.m.

Bob Burnside, Mayor

Virginia Jones, Deputy 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.

Virginia Jones, Deputy Town Clerk

H. a. 4

**(Corrected) MINUTES
JOINT WORK SESSION
MAYOR and COMMON COUNCIL of the TOWN OF CAMP VERDE
and the CAMP VERDE CHAMBER OF COMMERCE
COUNCIL CHAMBERS—473 S. Main St., Room 106
WEDNESDAY JANUARY 25, 2012 at 5:30 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

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, German, and Whatley

Chamber Board Members Present

Chief Executive Officer Tracie Schimikowsky, Chairman Gary Thompson, and Steve Goetting were present. Member Kyle French arrived at 6:44 p.m.

Also Present

Town Manager Russ Martin, Economic Development Director Melissa Preston, and Town Clerk Deborah Barber

3. Pledge of Allegiance

Schimikowsky led the pledge.

4. Continued discussion with the Board of Directors of the Camp Verde Chamber of Commerce relative to the Visitors Center to include, but not limited to:

a. Status Updates

Martin said that the last discussion left off with the Chamber wanting to poll their members about the direction that they wanted to see the Chamber go. Chairman Thompson read a statement advising that the Chamber intends to continue the Visitor Center operations and Destination Tourism marketing. He advised that they will seek alternate funding and partnerships to support their operations. He asked if the Council wanted the Chamber to vacate the building.

Martin replied that as long as the Chamber continues to provide services at the current level, their lease runs until 2013. He advised that he had met with Mr. Zoll of the Archeology Center and they have large timeframe within which to relocate. Martin said that there is an opportunity to decide when to have the Chamber move, as opposed to a date certain. He said that it was his understanding that it was Council's intent to take the building back when they decided not to continue with the funding.

Burnside affirmed that the Chamber wants to stay until May 2013, and will continue to run the Visitor's Center while searching for funding.

Thompson said that was their intent. He advised that they were currently looking for a new location. He said that the Chamber does not need the entire square footage of the building and that he had spoken with Mr. Zoll about sharing the building with the Archeology Center. He explained that a partnership such as this would be good for the Town in that the Chamber could provide staffing for the Archeology Center so that it could be open 7 days a week. He explained that the Chamber, Archeology Center, and the Fort located in the same area would be a strong draw for visitors to downtown. He said that he was encouraged that something could be worked out with the Archeology Center. He asked if Council was amenable to a partnership such as this, and if so, the Chamber would meet with the Archeology Center.

Baker noted that Mr. Zoll had indicated that the Archeology Center was opposed to sharing a facility due to security needs.

Martin said that this might make a good interim partnership for both organizations and that he was happy and very impressed with the suggestion.

German said that this is a key component because Council could not make any decisions until the Chamber decided what they were going to do. Goetting agreed.

Preston noted that this is just one piece of the pie and that the Town intends to move forward with its own marketing.

Martin said it was important to ensure the Archeology Center has what it needs to be in place for a long time. He said staff is looking at utilizing other locations and methods to bring attention to the Town. He confirmed that the plans that we make from this point will be based on the fact that the Town will not be able to use the facility for at least a year. He asked what Council they would like to do.

Council members agreed that they would entertain a motion relative to a partnership between the Chamber and the Archeology Center once a conclusion is reached.

Burnside said that he would like to see some substantial documentation about the Archeology Center, the proposed length of stay, their needs, who is going to pay for what, etc.

Martin said that the Archeology Center would like 5-year commitments to coincide with their 5-year plan. He said that he would like to get a lease agreement before Council so that they could plan for a date certain.

b. Ideas moving forward

Baker said that she has always believed that it is imperative that the Chamber be as close to I-17 & 260 as possible. In response to Thompson's report that the rent in that location is about \$50,000 annually, she asked what Council could put on the table that would assist them in getting where they needed to be. She said that did not care about the LVIC designation because she believed that the Town could accomplish more on our own. She advised that as a volunteer at Ft. Verde she would ask every visitor how they heard about Camp Verde. She said that not one visitor ever said they got their information from AOT and that they heard about us from AAA and other similar sources. She said that she has little confidence in what we have been doing as far as marketing.

There was discussion relative to priorities, budgets, staffing, locations, and steps that could be taken immediately and in the long term. The discussion included limiting a budget amount to \$80,000; however, there was no general agreement on that issue; German expressed her opinion in favor of that amount, based on her concern that the Town was already currently operating at a deficit, and wanting to be fiscally responsible.

Council generally agreed to the following:

- An immediate presence at I-17, at least kiosks placed in strategic locations, upgrading to electronic kiosks as the budget allows
- Opening the Fort more than 5 days a week
- Having the Archeology Center in the Chamber Building
- Building partnerships
- Considering possible tax increases that would have the least impact on specific businesses and/or residents

Martin advised that there are real opportunities that we need to seize and based on Council input, he would put together a tiered approach for Council consideration.

5. **Adjournment**

On a motion by German, seconded by Baker, the meeting was adjourned at 7:00 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 Regular Session of the Town Council of Camp Verde, Arizona, held on the 25th 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.

Deborah Barber, Town Clerk

4.C



Town of Camp Verde

Meeting Date: March 7, 2012

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

Requesting Department: Camp Verde Municipal court

Staff Resource/Contact Person: Presiding Magistrate Harry E. Cipriano

Agenda Title): *Re-Appointment for E. Eugene Neil, Esq. as an Assistant Magistrate for Camp Verde Municipal Court for a two (2) year term, effective March 8 , 2012, and setting an hourly pay rate of \$38.00 per hour on an as need basis with a three hour minimum.*

List Attached Documents:

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5-10 minutes

Reviews Completed by:

Department Head: Harry E. Cipriano **Town Attorney Comments:**

Finance Department

Fiscal Impact: N/A

Budget Code: 01-300-20-600000 **Amount Remaining: \$9,000.00**

Comments:

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

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

Recommended Action (Motion): *Move to re-appoint E. Eugene Neil as an Assistant Magistrate for a two (2) year term, to serve under the direction of the Town Magistrate, at the rate of \$38.00 per hour on an as need basis, with a three hour minimum.*

Instructions to the Clerk: N/A

Town of Camp Verde

Agenda Item Submission Form – Section II (Staff Report)

Department: Magistrate Court

Staff Resource/Contact Person: Presiding Magistrate Harry E. Cipriano

Contact Information: Presiding Magistrate Harry E. Cipriano

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

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

Statement of the Problem or Opportunity: Discussion, consideration, and possible approval of the following:

Re-Appointment of E. Eugene Neil, Esq. as an Assistant Magistrate for Camp Verde Municipal Court for a two (2) year term, effective March 8, 2012, and setting an hourly pay rate of \$38.00 per hour on an as need basis with a three hour minimum.

Alternatives/Options/Solutions: N/A

Comparative Analysis: N/A

Fiscal Impact to the Town: Currently in Court Budget

Other Impacts: N/A

Conclusion: N/A

Recommendation: Move to re-appoint E. Eugene Neil as an Assistant Magistrate for a two (2) year term, to serve under the direction of the Town Magistrate, at the rate of \$38.00 per hour on an as need basis, with a three hour minimum.



Agenda Item Submission Form – Section I

Meeting Date: March 7, 2012

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

Requesting Department: Clerk's Office

Staff Resource/Contact Person: Councilor Alan 'Buck' Buchanan

Agenda Title (be exact): Presentation by Gayle Durkin, Executive Director of the Verde Valley Habitat for Humanity

List Attached Documents: 3 flyers from Habitat for Humanity

Estimated Presentation Time: 10 Minutes

Estimated Discussion Time: 5 Minutes

Reviews Completed by:

- Department Head: Town Attorney Comments: N/A

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Fiscal Impact: None

Budget Code: _____ **Amount Remaining:** _____

Comments:

Background Information:

Recommended Action (Motion): No Action

Instructions to the Clerk: Section II not required



Learn More

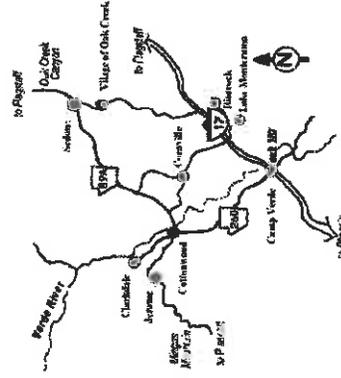
You can learn more about Verde Valley Habitat for Humanity by visiting our website at www.vvhabitat.org, "the Homemaker", or by calling our staff at (928) 649-6788.

"Volunteering for Habitat for Humanity has been a very personally rewarding experience. The one thing that really intrigues me the most about the volunteers and recipients at Habitat is that they are such a diverse group of people all working together towards a common goal. Everyone can contribute something and everything you do is truly appreciated. It seems that every day that I volunteer, I learn something new. I honestly can't think of a better way to spend a few free hours."

~ Jim Whitten, a Habitat Volunteer



Building Houses, Building Hope



The Verde Valley Habitat for Humanity affiliate represents the communities of Cottonwood, Clarkdale, Jerome, Camp Verde, Cornville, Rimrock, Lake Montezuma, Sedona and other nearby communities. Most recently we built homes in the Rimrock and Lake Montezuma communities where land is more affordable and conducive to our self-help ownership program.



737 S. Main St.
Cottonwood, AZ 86326
(928) 649-6788
www.vvhabitat.org



Building hope in our community.

Working in partnership with God and people to build affordable homes, empower families, and develop communities.

Together, we make a difference . . .



Who We Are

Habitat for Humanity International is a non-profit, ecumenical Christian housing ministry dedicated to eliminating poverty housing worldwide and making decent shelter a reality for all families.

Why We Are Needed

More than 95 million people in the United States are impacted by substandard housing problems including poor quality and unsafe shelter, overcrowding, homelessness, and rental costs that are too large a percentage of earnings. Examples of substandard housing can be found all around us . . . in our urban, suburban, and rural communities alike.

How We Work

Habitat affiliates work locally in communities around the world to select and support homeowners, organize volunteers, and coordinate house building. Since 1995, the Verde Valley Affiliate has partnered with individuals, churches, and businesses to build more than 1.1 houses in the Verde Valley.

Who We Serve

Partner families are first-time homebuyers who earn between 30-60% of the median income in Yavapia County who are currently living in unsafe, dilapidated, unaffordable housing. Homeowners are selected based on their need for housing, their ability to repay a zero-interest mortgage, and their willingness to partner with Habitat to work on their own home and those of others. We seek to empower families by providing economic opportunity, homeownership education, long-term partnership, hands-on learning, and the dignity of a hand-up, not a hand-out.

How It's Possible

Habitat is able to make housing affordable to low-income families because:

- 1) Houses are sold through a no-profit, no-interest mortgage that is created and held by the Affiliate;
- 2) Homeowners and construction volunteers build under trained supervision and supply thousands of hours of labor to further reduce home-building costs;
- 3) Individuals, corporations, faith groups, and others provide vital financial support through house sponsorships, monetary contributions, and in-kind donations.

How You Can Get Involved

There are many different ways for individuals and businesses to engage with us in our effort to eliminate substandard housing in the Verde Valley:



- **Contribute:** Private financial contributions are always needed, as they allow us to buy necessary home-building materials.



- **Sponsor:** Businesses, civic associations, and faith groups can give back to the community in which they operate through full or partial house sponsorships.



- **Volunteer:** Individuals who help build houses or who assist Habitat's office or ReStore operations are the volunteers at the heart of our mission, significantly reducing both our construction and operating costs.

ReStore

- **Shop or Donate:** You can also shop at, or donate reusable home improvement or building materials to, Habitat's ReStore which resells these items at a discount to the public. The profits directly offset 100% of Habitat's administrative costs.

Where We Build

Since its founding in 1976, Habitat for Humanity International has built more than 500,000 homes around the world. Thanks to Habitat for Humanity's help, a family somewhere in the world improves its housing situation every 7 minutes of every hour of every day of the year. In 2010, Habitat for Humanity served a record 74,960 families in need. The Verde Valley Affiliate, in response to the needs of our local community, is also rebuilding and refurbishing existing, foreclosed properties in the Verde Valley as well as building new homes.



Fast Facts for new homebuyers

Are you a citizen of the U.S.?

Are you unable to qualify for conventional loans?

Have you been at your current job for at least one year?

Lived in the Verde Valley for at least 2 consecutive years?

If you have current outstanding debt, can you pay it off in 12 months or less?

Can you live in a 1,000 to 1,380 sq. foot house?

Can you live anywhere in the Verde Valley?

Are you willing to build your own home?

Are you able to live in your current housing for at least 1yr?

If you answered yes to all the above you may qualify for Verde Valley Habitat for Humanity.

12/11 Updated

NONPROFIT ORG.
U.S. POSTAGE
PAID
COTTONWOOD, AZ
PERMIT NO. 78

Interested in Applying to be a Habitat for Humanity Homeowner ?



Verde Valley Habitat for Humanity
P.O. Box 2515
Cottonwood, AZ 86326
Web site www.vvhabitat.org
Email : info@vvhabitat.org

928-649-6788



Here are some commonly asked questions....

How does Habitat work?

Habitat for Humanity (HFH) builds houses in partnership with qualifying families, using as much donated materials and labor as possible. HFH then sells the houses at no interest and no profit. HFH builds decent, affordable, no frills housing. The monthly payments from each HFH home in your community combines to provide funds to help build the next home.

Who qualifies for a Habitat House?

There are many criteria a family will need to meet to be considered for a HFH Home. Problems with current housing such as over crowding, excessive rental payments, structural problems in current housing as well as your willingness to partner with Habitat will be reviewed. Your employment history, residency in our community, credit history, and ability to re-pay the monthly mortgage payment will also be considered.

What is involved in the application process?

As needed, or based upon availability of properties, the Family selection committee holds a prospective homeowner orientation. During this orientation, criteria for homeownership will be presented. Those in attendance who feel they qualify will be given an HFH Application for Housing. This is a 6-page document that must be completed and returned within 10 days. Incomplete applications or applications returned past deadline date will not be accepted and will not proceed to the next phase. If your application is complete and all information has been confirmed to be correct, a home visit by our family selection committee is arranged. After all qualifying applications have been reviewed and home visits are made, the committee will nominate 2-3 families for final review by the board of directors. This process usually does not exceed 30 days.

How much does a Habitat house cost?

Monthly payments will vary from house to house. For example, a house built for \$70,000.00 (which is typical) would have a monthly payment of approximately \$385.00, which includes principle and escrow for taxes and insurance. The houses are sold with 20-25 year mortgages and payments will not exceed 30% of the family's income. **An initial down payment of \$1,000.00 is required for closing costs, fees and utility hookups and 1 year home insurance. An additional \$1,000.00 is due within 3 months of being accepted for a home, but 30 days prior to closing on the home.**

If I qualify and have been selected as a new homeowner how long does it take to move in?

It can take anywhere from 9 months to 2 years for a family to actually move in. Variables such as the size of the home, location and the new homeowner's ability to produce pre construction sweat equity hours and deposit, as well as where on the waiting list you are, can determine your wait time. On average once you have your pre construction hours and ground has been broken, it takes 6-8 months to complete your house.

If you are selected to be a new homeowner what will your responsibility to Habitat be?

A single parent family will have to contribute 400 hours of "sweat equity" to move into their new home. A 2 Adult family will need 450 hours of "sweat equity". Homeowners will need 25 hours of sweat equity performed before Lot assignment, and 75 hours before construction on your home is even started, this means you will work on other homes, on committees and in community involvement activities. Up to 200 hours of your total sweat equity can be performed by family and friends

What else should I know?

Your home will carry 2-3 mortgage notes. The first will be for the actual construction amount. The 2nd for any funds used to buy your land through grants or foundation loans and the 3rd

for the balance of your appraised home. (Our last home appraised for a \$153,000)

After moving in, families are expected to make monthly payments on time, keep the home and it's yard well maintained. Annually, you will be responsible for property taxes and homeowner insurance renewals. Post move in financial follow up visits will also be required.

You may not take out home equity loans or liens on your property, as, HFH is your bank. If you default on your property payments Habitat will foreclose on your property.

In the event a homeowner needs to sell their home prior to the completion of their 20-25 year mortgage, HFH has first option on your home. The only time a homeowner can acquire equity from a sale of their home is if they have lived in their home for a minimum of 10 years, and all the above mentioned notes have been satisfied.

This is not a rental program: VV Habitat for Humanity builds houses to help build stability in our community.

Habitat works in partnership with homebuyers, understanding that homeownership is a fundamental way for people to secure a better future for their family and their families future generations.

Income limits for our program are 30% - 80% of Median Income per year for Yavapai County.

# Of People in Home	Gross Annual Income	Includes: child support food stamps, Social Sec. & disability payments
One	between \$11,900-31,750	
Two	between \$13,600-36,300	
Three	between \$15,300-40,850	
Four	between \$17,000-45,350	
Five	between \$18,400-49,000	
Six	between \$19,750-52,650	
Seven	between \$21,100-56,250	

Subject to change based on updates from State of Arizona Housing Fund Program.

OTHER OPPORTUNITIES

HABITAT RESTORE

Habitat operates a ReStore at 737 S. Main St., Cottonwood, AZ. The ReStore sells donated used and recycled building materials. Volunteers are needed for sales, merchandise display, pricing, donation pick-up, and other tasks. Call 928.649.6788 to donate time or materials.

REAL ESTATE ATTORNEY

Volunteer attorneys help prepare titles for both the purchase of and by Habitat and the sale of the home to Habitat homeowners.

LAND ACQUISITION

Volunteers with real estate experience are needed to help acquire property (both individual lots and larger parcels) for eventual use for Habitat homes.

WEEKDAY OFFICE HELP

We also have need for folks who have time during the day on many weeks, Tuesday through Saturday, who would like to help in the office. Phone screeners are needed to handle donation calls, family selection criteria, and other general questions. And, if you are proficient on a computer, we also have weekly data-entry tasks.



RESTORE / VOLUNTEER OFFICE
737 S. MAIN ST., COTTONWOOD, AZ 86320
OFFICE: 928.649.6788 FAX: 928.649.6743
MAILING ADDRESS
P.O. BOX 2015, COTTONWOOD, AZ 86320

EMAIL: info@verdevalley.org
WEBSITE: www.verdevalley.org



VOLUNTEER OPPORTUNITIES



ON-SITE CONSTRUCTION

WHEN WOULD I WORK?

Habitat construction sites operate several days during the week and on Saturdays from 7am to 2pm or as noted when you call.

HOW CAN I VOLUNTEER?

The following are the ways to you volunteer in construction as an individual:

- 1) Call 928.649.6788 at least the day before you wish to volunteer. You will be assigned to the work site that needs you the most.
- 2) Join a group called a "crew" that volunteers regularly for one Saturday every four to eight weeks. Just call the volunteer office.
- 3) Churches may participate as part of our Apostles building program. Churches sponsor a Spirit Day on our jobsite. Churches provide lunch for your crew and time for spiritual reflection. You may volunteer just once, or as often as you wish; however, unless you make contact with a crew leader or register as a volunteer, you will not receive phone calls or updated emails regarding current needs in construction.

WHAT TO BRING TO THE WORKSITE

Verde Valley Habitat provides tools for its volunteers. Sometimes they are limited in number. If you are working on a specific task that you are proficient in as a trade and wish to use your own tools, please label all of your tools with your name, and collect them at the end of the session.

SKILLS REQUIREMENTS

No specific skills, except a willingness to learn, are needed. Habitat provides an experienced crew leader on each worksite who will provide on-the-job training.

ARRIVAL ON THE SITE

At the beginning of each work day, a Habitat supervisor will start the morning with a prayer, introductions, a safety talk and instructions. The group will then break into crews to work on various tasks. Please be on time.

KIDS & CONSTRUCTION

To help ensure a safe work environment, construction volunteers must be at least 16 years old. Teens, 16 and 17, may work on a construction site provided they have parental permission and a guardian present. Those under 18 must not use power tools, climb ladders, or work on scaffolding or the roof.

RELEASE OF LIABILITY

Each Habitat volunteer must sign a Release of Liability form agree to take personal responsibility for any accidents or injuries on the job. Most individuals have a personal health insurance plan that covers them while engaged in volunteer work. However, you should verify your coverage prior to coming to the worksite.

VOLUNTEER GROUPS

Over 12 groups of volunteers each "build". If you have a group that wishes to volunteer, please call 928.649.6788. Schedules are pre-set each "build". In addition, 10 groups are needed each year to provide all of the resources money ad volunteers to build a home through the Adopt-A-Home Program. Call 928.649.6788 to learn more about this program.

COMMUNITY SERVICE

Individuals who may have community service requirements can perform their hours at Habitat. For Habitat to provide documentation of service, prior arrangement must be made by calling 928.649.6788.

FUND RAISING

Verde Valley Habitat's fund raising efforts consist of our Home Improvement ReStore, The Carpenter's Club, special events, and our Adopt-A-Home projects. Volunteers are needed quarterly to put out our newsletter. The Faith Relations In-Kind Committee, along with other one-time task forces, helps raise money to build Habitat houses.



FAMILY SERVICES

FINANCIAL COUNSELOR

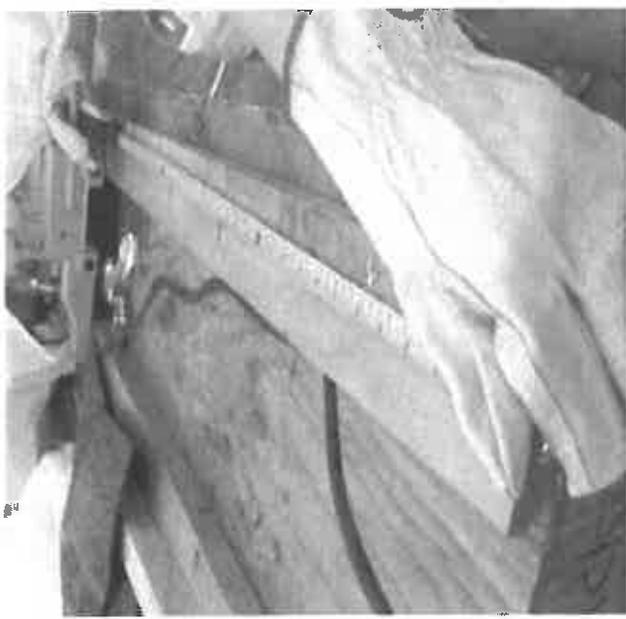
These volunteers work one-on-one with prospective or existing Habitat homeowners on budgeting skills. Training is provided and the counseling usually occurs in the evenings or weekends.

FAMILY SELECTION

Volunteers who whip in the selection process for Habitat homeownership include: interviewers, family selection home visitors, and translators, particularly for Spanish.

BOARD OF DIRECTORS

As a member of the governing board of Verde Valley Habitat for Humanity, you can utilize your life's skills in directing the future of the organization, as well as guiding the day-to-day operations of the ReStore and project builds.





Agenda Item Submission Form - Section I

Meeting Date: *March 7, 2012*

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

Requesting Department:

Staff Resource/Contact Person: *Russ Martin, Town Manager*

Agenda Title (be exact): *Possible approval of an agreement appointing Judge Harry Cipriano as Town Magistrate for a 2-year term beginning 3-17-2012 through 3-17-2014.*

List Attached Documents: *TOWN OF CAMP VERDE MAGISTRATE EMPLOYMENT AGREEMENT*

Estimated Presentation Time: *NA*

Estimated Discussion Time: *NA*

Reviews Completed by:

- Department Head:** *Russ Martin, Town Manager* **Town Attorney Comments:**

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Fiscal Impact:

Budget Code: _____ **Amount Remaining:** _____

Comments:

Background Information: Council directed staff to negotiate a contract with Judge Cipriano at the Special Session of 3-7-2012.

Recommended Action (Motion): Approve the agreement appointing Judge Harry Cipriano as Town Magistrate for a 2-year term beginning 3-17-12 through 3-17-2014.

Instructions to the Clerk:

**TOWN OF CAMP VERDE MAGISTRATE
EMPLOYMENT AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT, is made and entered into the date below signed by and between Common Council of the Town of Camp Verde, Arizona, hereinafter referred to as "The Council", and Harry E. Cipriano ("Magistrate"), hereinafter referred to as "Cipriano", witnesseth:

WHEREAS, the Council desires to employ the services of Harry Cipriano as The Town Magistrate of Camp Verde, Arizona, as provided by A.R.S. 9-240. B.28 (general powers), 9-237 (appointed officers) and provide for conditions of Cipriano's employment; and,

WHEREAS, Cipriano desires to be employed as Town Magistrate of Camp Verde, Arizona, under the terms and conditions outlined herein,

NOW THEREFORE, in consideration of the mutual covenants, promises and payments hereinafter set forth, it is agreed between the parties as follows;

1.

The Council hereby appoints Cipriano as the Town's Presiding Magistrate to perform the functions and duties specified in Section 5-2-1 of the code of the Town of Camp Verde, Arizona, and such other reasonable functions and duties as the Council may direct.

II.

This Agreement is based on the Arizona Constitution's requirement of separation of powers and the necessity of judicial independence to preserve and protect that separation. This Agreement shall set forth the parameters, guidelines, duties and rules of conduct, and compensation during the term of this Agreement. It is agreed as follows:

1. Term. This Agreement shall be effective from 17 day of March, 2012 through the 17 day of March, 2014.

2. Compensation. Cipriano shall be paid the annual base salary of \$63,500.00 in twenty-six (26) bi-weekly installments and is based on a 24 hour per week schedule, which is inclusive of any on-call time, meetings, travel and education that is necessary throughout the year. The expected typical work week will consist of 20 hours per week for the period of employment. Cipriano shall perform all duties as set forth in Section 5-2-2 of the Town Code as well as any other duties required by law or the Judicial Code of Conduct or by the Presiding Superior Court Judge of Yavapai County. Cipriano shall be responsible for all payroll withholdings as required by law. The Town will withhold such amounts on behalf of the Cipriano as requested by him, in writing. Cipriano shall not be entitled to any other employee benefits, except an amount equal to the Town's retirement program contribution on the same basis as other employees of the Town. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Cipriano to resign at any time from the position of Magistrate. In the event Cipriano voluntarily resigns as Magistrate with the Town of Camp Verde before expiration of the term of employment, Cipriano shall give the Council sixty (60) days written notice, unless the parties otherwise agree in writing. In addition to the sixty (60) days notice, the Magistrate agrees to be

available to the Town of Camp Verde for consultation for an additional thirty (30) days, for compensation at a rate of fifty (50) dollars per hour.

3. Work Hours. The Magistrate shall set the court hours and court docket to ensure that all cases are handled in a timely and reasonable manner during workdays except for legal holidays. The Magistrate or appropriate substitute shall be available as necessary on workdays when court is not in session, during weekends and on legal holidays to accommodate special circumstances that may from time to time arise. The Court Administrator shall maintain the Magistrate's calendar to ensure that all appropriate city personnel who need to make contact with the Magistrate or an appropriate substitute can readily do so.

4. Telephone. The Magistrate is required to maintain a personal telephone at which he may be reached in emergency situations. Such telephone shall be the financial responsibility of the Magistrate.

5. Duties. Cipriano shall perform all duties in the Town of Camp Verde, Town Code, Section 5-2-2; Title 22, Chapter 4, Articles 1 and 2 of the Arizona Revised Statutes; and all regulations, orders, policies and handbooks established by the Arizona Supreme Court, as well as any other duties required by law or the Judicial Code of Conduct or by the Presiding Superior Court Judge of Yavapai County. Cipriano shall assist in the preparation of the budget for the municipal court and shall report to the Town Council regarding the state of the municipal court upon request. Cipriano shall perform the duties of Presiding Town Court Magistrate pursuant to all laws, ordinances and rules of the State of Arizona, Town of Camp Verde and Arizona Supreme Court. He shall devote such time as necessary to cause the Town Court to function in a proper manner and may use assistant magistrates within the constraints of the approved budget of the Town Court.

6. Conditions of Employment.

(a) Cipriano shall preside as Presiding Magistrate over the Town of Camp Verde Municipal Court System and other assistant magistrates of the Camp Verde Municipal Court whether full time or part time.

(b) Cipriano shall at all times insure that his conduct as Magistrate of the Town Court of the Town of Camp Verde does not violate the Code of Judicial Conduct, Rule 81 of the Rules of the Arizona Supreme Court, dated September 1, 2009, and any other Rule or law governing the conduct of magistrates during the terms of this Agreement.

(c) The Town shall also bear full cost of any fidelity or other bonds required of Cipriano under any federal, state or local law or ordinance.

(d) Cipriano shall not during his term of employment commit any act which would be grounds for dismissal pursuant to the Personnel Rules and Regulations of the Town of Camp Verde.

(e) The Town shall defend, save harmless and indemnify Cipriano against any tort, professional liability claim or demand or other legal action, whether meritorious or not, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Cipriano's duties.

(f) Cipriano shall make available to the citizens/ customers, a Customer Service Survey evaluation in the lobby of the Camp Verde Court at all times.

7. Training and Support. The Town will pay all necessary dues, membership fees, and publication/subscription fees for legal materials and other required supporting materials, subject to proper budgetary authority. Cipriano shall be allowed to attend at Town expense, subject to proper budgetary approval, any conferences, training sessions, or seminars that are related to the functioning of the Town Court, criminal law, or criminal procedure. The Town shall provide suitable municipal court facilities and staff.

8. Termination. During the term of this Agreement, Cipriano may be removed from office for violation of this Agreement by the Town Council of the Town of Camp Verde. Notice of removal of office shall be delivered in writing to the Magistrate and Cipriano shall have the right to request a hearing before the Town Council of the Town of Camp Verde. Any such request for hearing and any hearing shall be in accordance with Section 1401 C of the Personnel Manual of the Town of Camp Verde, except that said hearing shall be before the Town Council of the Town of Camp Verde and not the Personnel Board.

IN WITNESS WHEREOF, the Town of Camp Verde, Arizona, has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk, and Cipriano has signed and executed this agreement, both in duplicate, the day and year first above written.

DATED this _____ day of _____ 2012

APPROVED:

Bob Burnside, Mayor

ATTEST:

Deborah Barber, Town Clerk

APPROVED AS TO FORM:

Bill Sims, Town Attorney

ACCEPTED:

Harry E. Cipriano, Magistrate

AGREEMENT

THIS AGREEMENT is entered into the date below signed by and between Common Council of the Town of Camp Verde, Arizona, hereinafter referred to as "The Council", and Harry E. Cipriano, hereinafter referred to as "Cipriano", witnesseth:

WHEREAS, the Council desires to employ Cipriano as The Town Magistrate of Camp Verde, Arizona, and provide for conditions of Cipriano's employment; and,

WHEREAS, Cipriano desires to be employed as Town Magistrate of Camp Verde, Arizona, under the terms and conditions outlined herein,

NOW THEREFORE, in consideration of the mutual covenants, promises and payments hereinafter set forth, it is agreed between the parties as follows

1.

The Council hereby appoints Cipriano as the Town's Presiding Magistrate to perform the functions and duties specified in Section 5-2-1 of the code of the Town of Camp Verde, Arizona, and such other reasonable functions and duties as the Council may direct.

II.

This Agreement is based on the Arizona Constitution's requirement of separation of powers and the necessity of judicial independence to preserve and protect that separation. This Agreement shall set forth the parameters, guidelines, duties and rules of conduct, and compensation during the term of this Agreement. It is agreed as follows:

1. Term. This Agreement shall be effective from 17 day of March 2010 through the 17 day of March, 2012

2. Compensation. Cipriano shall be paid the annual sum \$53,500.00 in twenty-six (26) bi-weekly installments and is based on a 23 hour per week schedule, which is inclusive of any on-call time, meetings, travel and education that is necessary throughout the year. The expected typical work week will consist of 20-hours per week for the period of employment. Cipriano shall perform all duties as set forth in Section 5-2-2 of the Town Code as well as any other duties required by law or the Judicial Code of Conduct or by the Presiding Superior Court Judge of Yavapai County. Cipriano shall be responsible for all payroll withholdings as required by law. The Town will withhold such amounts on behalf of the Cipriano as requested by him, in writing. Cipriano shall not be entitled to any other employee benefits, except an amount equal to the Town's retirement program contribution on the same basis as other employees of the Town. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Cipriano to resign at any time from the position of Magistrate. In the event Cipriano voluntarily resigns as Magistrate with the Town of Camp Verde before expiration of the term of employment, Cipriano shall give the Council sixty (60) days written notice, unless the parties otherwise agree in writing.

3. Duties. Cipriano shall perform all duties as set forth in Section 5-2-2 of the Town Code as well as any other duties required by law or the Judicial Code of Conduct or by the Presiding Superior Court Judge of Yavapai County. Cipriano shall assist in the preparation of the budget for the municipal court and shall report to the Town Council regarding the state of the municipal court upon request. Cipriano shall perform the duties of Presiding Town Court Magistrate pursuant to all laws, ordinances and rules of the State of Arizona, Town of Camp Verde and Arizona Supreme Court. He shall devote such time as necessary to cause the Town Court to function in a proper manner and may use assistant magistrates within the constraints of the approved budget of the Town Court.

4. Conditions of Employment.

(a) Cipriano shall preside as Presiding Magistrate over the Town of Camp Verde Municipal Court System and other assistant magistrates of the Camp Verde Municipal Court whether full time or part time.

(b) Cipriano shall at all times insure that his conduct as Magistrate of the Town Court of the Town of Camp Verde does not violate the Code of Judicial Conduct, Rule 81 of the Rules of the Arizona Supreme Court, dated September 1, 2009, and any other Rule or law governing the conduct of magistrates during the terms of this Agreement.

(c) The Town shall also bear full cost of any fidelity or other bonds required of Cipriano under any federal, state or local law or ordinance.

(d) Cipriano shall not during his term of employment commit any act which would be grounds for dismissal pursuant to the Personnel Rules and Regulations of the Town of Camp Verde.

(e) Cipriano shall make available to the citizens/ customers, a Customer Service Survey evaluation in the lobby of the Camp Verde Court at all times.

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IN WITNESS WHEREOF, the Town of Camp Verde, Arizona, has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk, and Cipriano has signed and executed this agreement, both in duplicate, the day and year first above written.

DATED this 8 day of April 2010

APPROVED:

APPROVED AS TO FORM:



Bob Burnside, Mayor



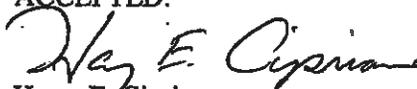
Bill Sims, Town Attorney

ATTEST:



Deborah Barber, Town Clerk

ACCEPTED:



Harry E. Cipriano

ORDINANCE 2002-A243

**AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE
TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA
AMENDING SECTION 5-2-1, TOWN MAGISTRATE**

WHEREAS, Administrative Order #2002-66 issued by the Supreme Court has required the termination of all non-attorneys as Judge Pro Tempore and as it remains imperative to have a Judge available in the event the Presiding Judge was not available; and

WHEREAS, currently the court must pay an hourly rate to a Judge Pro-Tempore to cover the hours when the Presiding Magistrate is unavailable, as the magistrate must attend mandatory training and may be unavailable due to illness, vacation and an occasional recusal and due to the fact that the caseload is steadily increasing and makes estimating for budget difficult,

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE AS FOLLOWS:

Section 1. Amending Section 5-2-1 of the Camp Verde Town Code as follows:

Section 5-2-1 Town Magistrate

The presiding officer of the ~~municipal~~ MAGISTRATE court AND SUCH OTHER MAGISTRATES AS DEEMED NECESSARY BY THE COUNCIL shall be the Town Magistrate, who shall be appointed by the Council. A MAGISTRATE SHALL SERVE FOR A TERM OF EITHER TWO OR FOUR YEARS. DURING SUCH TERM, A MAGISTRATE MAY BE REMOVED ONLY FOR CAUSE. ~~for a two-year or four-year term, as determined by Council.~~

Section 2. All ordinances or parts of ordinances adopted by the Town of Camp Verde in conflict with the provisions of this ordinance or any part of the code adopted herein by reference, are hereby repealed, effective as of the effective date of this ordinance.

Section 3. This ordinance is effective upon completion of publication and any posting as required by law.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the

decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND APPROVED by a majority vote of the Town Council of Camp Verde, Arizona, this 25 day of September 2001.

Approved as to Form:

Julie Kriegh
Julie Kriegh, Town Attorney

Date 9-27-02

Brenda Hauser
Brenda Hauser, Mayor

Attest:

Deborah Barber
Deborah Barber, Town Clerk



Town of Camp Verde

Agenda Item Submission Form - Section I

Meeting Date: March 7, 2012

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

Requesting Department: Public Works

Staff Resource/Contact Person: Ron Long

Agenda Title (be exact): Discussion, Consideration and Council's direction authorizing the Mayor to execute the Agreement between The Town of Camp Verde and the apparent low bidder, Eagle Mountain Construction Inc., for Project #12-095: Finnie Flat/Cliffs Parkway Drainage Channel Improvement Project in the amount of \$1,048,104.18.

List Attached Documents: 1.) Bid Posting (1 page) 2.) Bid Opening/Tabulation (2 pages)
3.) Bid Award Recommendation Form (1 Page) 4.) Agreement (11 Pages)

Estimated Presentation Time: Consent Agenda

Estimated Discussion Time: Consent Agenda

Reviews Completed by:

- Department Head:** Ron Long__
- Town Attorney Comments:** Edits & Changes are reflected in Agreement as presented

Finance Review: Budgeted Unbudgeted N/A

Finance Department

Fiscal Impact: Expense included in 2011/2012 budget

Budget Code: Stormwater #01-410-20-759010
 CIP #03-000-20-850200
 HURF #20-000-20-871000

Amount Remaining \$750,000 – Stormwater/Yavapai County Flood Control
 \$280,000 - Capital Improvement/Finnie Flat Drainage
 \$ 20,000 - HURF/Street Paving

TOTAL AVAILABLE: \$1,050,000

Comments: The bulk of this project is funded through a grant from Yavapai County Flood Control (\$750,000). This portion of the project will be fronted on a monthly basis with billing to the County for reimbursement. The costs of fronting these monthly payments will not put any financial strain on the Town. The second portion of this project will be paid through a CIP budget approved line item of \$280,000 (03-000-20-850200). The Town is in a positive

position to cash flow that budgeted amount at this time. Lastly, the \$18,104 is also coming out of budget approved funds (20-000-20-871000) and does not put any financial stress on the Town.

Background Information: Beginning in 2006, Staff began researching various designs and options for this important drainage project. After a model of a 100 Year Storm Event supported its viability, a design was developed to protect the homes, businesses and infrastructure from the flooding caused by stormwater runoff.

The project was engineered *and bid* as a Base Bid with Two Options. The design for the Base Bid is the same for both options. The project starts behind Walgreens, from there drainage flows in a box culvert under Finnie Flat Rd. into the existing channel at Chase Bank. The box culvert will continue in the channel to a point just north of the Tiera Verde Complex. For the next 525 feet, the Base Bid calls for a u-shaped, concrete channel that is designed to carry the 100-year flood event without overtopping.

In the event that bids exceeded our budget, two different options were engineered for the final 450 lineal feet (this location is approximately just past the foot bridge to the end of the channel). Contractors provided bids for *each* of the *two options*. Option #1 calls for an open u-shaped concrete channel continuing past the Verde Town Homes, until it transitions west into the Bashas' Channel, where it will be coated with shotcrete. Option #2, is designed to cover the last 450 feet with shotcrete all the way into the Bashas' Channel.

The total available budget is \$1,050,000. Because Option #1 will provide a longer life span, better aesthetics, greater efficiency of water flow and lower overall cost of maintenance, staff is of the opinion that Option #1 will be the most cost effective over time.

Staff has met with the business owners and town home residents who have been affected by the stormwater runoff for many years and will be impacted by the construction. We have received a positive response for the improvements as well as the necessary authorizations to enter upon their property to complete the construction.

Recommended Action (Motion): Move to authorize the Mayor to execute the Agreement between The Town of Camp Verde and the apparent low bidder, Eagle Mountain Construction Inc., for Project #12-095: Finnie Flat/Cliffs Parkway Drainage Channel Improvement Project in the amount of \$1,048,104.18.

Instructions to the Clerk: Place this Item in the Consent Agenda; obtain Vendor's signature, Mayor's signature and return one original copy to Eagle Mountain Construction

BID AWARD RECOMMENDATION FORM

Bid/Quote # 12-095 Submitting Department Public Works

NAME OF COMPANY Eagle Mountain Construction

Business License # 231544 A Verified Yes
No

Contract signed by Contractor/Provider/Vendor – to follow

www.azroc.gov (Arizona Register of Contractors) N/A

License: # 231544 A	License Status: Current
Class: A	Type: Commercial
Complaints Filed: -0-	
Explanation:	

AND/OR

www.central-northern-western-arizona.bbb.org Better Business Bureau Not listed

Rating:	<input type="checkbox"/> Not Listed
Complaints Filed in last 12 months:	
Report Date:	

TOWN OF CAMP VERDE



BID POSTING

**Request for Bids
Project # 12-095
Finnie Flat/Cliffs Drainage Improvement Project
BID OPENING
February 22, 2012**

**Present: (Staff) Ron Long, Public Works Director, Steve Burroughs, Public Works Project Manager, Deborah Ranney Admin. Assistant
Bidders Present: L. Floyd, T. McCauley, M Millar, L Harkness, L Bennett, W Reddell, J Lagro, T Childers**

BIDS RECEIVED		
COMPANY	ADDRESS	Total Bid
Arizona Northern Equip	618 Air Park Rd. Cottonwood, AZ 86326	Base \$ 873,314 Option 1 \$ 276,888 Option 2 \$ 114,225
McDonald Bros. Const.	Camp Verde, Az 86322	Base \$ 846,093.35 Option 1 \$ 251,311 Option 2 \$ 97,056.50
Eagle Mountain Const.	3885 E Industrial Flagstaff, AZ 86004	Base \$ 796,686.50 Option 1 \$ 251,417.68 Option 2 \$ 90,006
CNB Excavating, Inc	12600 E Century Lane Dewey, AZ 86327	Base \$ 1,246,125 Option 1 \$ 416,480 Option 2 \$ 85,253
McCauley Construction Inc	206 W First St Winslow, AZ 86047	Base \$ 963,958 Option 1 \$ 291,973 Option 2 \$ 143,501
CT Price Contracting Inc	20622 N. 63 rd Dr Glendale, AZ 85308	Base \$ 830,451.70 Option 1 \$ 252,774.75 Option 2 \$ 95,905.25
Carson Construction Co.	472 E. Wickenburg Way #106 Wickenburg, AZ 85309	Base \$ 1,285,669.38 Option 1 \$ 438,873.93 Option 2 \$ 227,934.61
Intermountain West Civil Constructors, Inc.	107 N. Tonto St. Payson, AZ 85547	Base \$ 988,881.75 Option 1 \$ 240,906.50 Option 2 \$ 85,605.10

Posted By: Deborah Ranney Date/Time 02/22/12 4:00p.m.

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.

#12-095 Finnie Flat/Cliffs Drainage Channel Improvement Project

February 22, 2012 Bid Tabulation

Bid Item	Arizona Northern Equipment	McDonald Bros. Const	Eagle Mountain Const.	CNB Excavating, Inc	McCauley Construction Inc	CT Price Contracting Inc	Carson Construction Co.	Intermountain West Civil Constructors, Inc.
Base	\$873,314.00	\$846,093.35	\$796,686.50	\$1,246,125.00	\$963,958.00	\$830,451.70	\$1,285,669.38	\$988,881.75
Opt. 1	\$276,888.00	\$251,311.00	\$251,417.68	\$416,480.00	\$291,973.00	\$252,774.75	\$438,873.93	\$240,906.50
Opt. 2	\$114,225.00	\$97,056.50	\$90,006.00	\$85,253.00	\$143,501.00	\$95,905.25	\$227,934.61	\$85,605.10
Base + Opt. 1	\$1,150,202.00	\$1,097,404.35	\$1,048,104.18	\$1,662,605.00	\$1,255,931.00	\$1,083,226.45	\$1,724,543.31	\$1,229,788.25
Base + Opt.2	\$987,539.00	\$943,149.85	\$886,692.50	\$1,331,378.00	\$1,107,459.00	\$926,356.95	\$1,513,603.99	\$1,074,486.85

Apparent Low Bidder: Eagle Mountain Const. Base + Opt. 1 \$1,048,104.18

Town of Camp Verde
395 S. Main Street, Camp Verde, AZ. 86322



Town Council

Mayor: Bob Burnside

Vice Mayor: Bob Kovacovich

Council Member: Jackie Baker

Council Member: Alan Buchanan

Council Member: Bruce George

Council Member: Carol German

Council Member: Robin Whatley

Public Works Department
Finnie Flat/Cliffs Parkway Drainage Channel
Improvement Project

TOWN OF CAMP VERDE BID NO.: 12-095

Bid Documents prepared by:

Ron Long, Public Works Director

(928) 567-0534

Fax: (928) 567-1540

E-Mail: ron.long@campverde.az.gov

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of March, 2012, by and between the Town of Camp Verde, Yavapai County, State of Arizona (herein called the "**Town**") acting herein by the **Mayor, Bob Burnside**, and Common Council, party of the first part, and _Eagle Mountain Construction Inc. (hereinafter called the "**CONTRACTOR**") party of the second part.

WITNESSETH THAT:

The Town of Camp Verde desires to engage the CONTRACTOR to render construction services for the Finnie Flat/Cliffs Drainage Channel Improvement Project in Camp Verde, Arizona - Bid No.: 12-095.

1. Work

CONTRACTOR shall complete all work as specified in the bid documents and set forth in the 17 page plan set and Special Provisions attached and incorporated in this Agreement. CONTRACTOR shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. CONTRACTOR shall be responsible for, and in full control of, the work of all such personnel.

2. Access to Information

It is agreed that all information, data reports, records as exist, available and necessary for carrying out of the work outlined in the 17-Page Plan Set and Special Provisions have been furnished to the CONTRACTOR by the Town and its agencies. CONTRACTOR hereby acknowledges receipt of same. The Town and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described herein.

3. Project Manager - Administration

The Town of Camp Verde has designated the Public Works Director, Ron Long P.E., as Project Administrator; Project Management will be facilitated by Steve Burroughs, Public Works Project Manager. The Project Manager shall be empowered to perform all administrative functions as required for management of the project.

4. Agreement Times

The work will be completed and ready for final payment within 155 calendar days of the date in the Notice to Proceed. The CONTRACTOR has submitted a project schedule to the TOWN Project Manager with their sealed bid.

5. Compensation

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed: One Million Forty Eight Thousand One Hundred Four Dollars and Eighteen Cents (\$1,048,104.18) Originals of the Applications for Payment are to be submitted to:

**The Town of Camp Verde
Attention: Public Works
395 S. Main Street
Camp Verde, AZ 86322**

Project Manager shall verify completion of all work as outlined in Plan Set, Special Provisions and Exhibit "A." Payment under this Agreement shall be made as outlined in Exhibit "A, Item 5".

6. Termination of agreement

- a. If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, the Town of Camp Verde shall thereupon have the right to terminate the Agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. In such event, all finished or unfinished site or structural improvements as well as all materials or equipment acquired or stored by the CONTRACTOR under this Agreement shall, at the option of the TOWN, become Town of Camp Verde's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the TOWN for damages sustained by the Town of Camp Verde by virtue of any breach of the Agreement by the CONTRACTOR, and the Town of Camp Verde may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the Town of Camp Verde from the CONTRACTOR is determined.

- b. The Town of Camp Verde may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Agreement is terminated by the TOWN as provided herein, the CONTRACTOR will be paid as provided in the Addendum for the time expended and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the CONTRACTOR, Paragraph 7.a hereof relative to termination shall apply.
- c. This Agreement may be terminated as per A.R.S. §38-511, Conflict of Interest.

7. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona, and all obligations of the parties created hereunder are performable in Camp Verde, Yavapai County, Arizona.
- b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision and never been contained herein.
- c. Action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court including the appellate court, may adjudge reasonable as attorney fees.
- d. This Agreement represents the entire understanding of the TOWN and CONTRACTOR as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

8. Project Familiarity and Identification of Conflicts

In order to induce the Town of Camp Verde to enter into this Agreement, CONTRACTOR makes the following representation:

- a. CONTRACTOR has familiarized himself/herself with the nature and extent of the Agreement documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
- b. CONTRACTOR has given the Project Manager a written notice of all conflicts, errors, or discrepancies discovered in the Agreement documents and the written resolution thereof by the Project Manager is acceptable to the CONTRACTOR.
- c. CONTRACTOR has examined and carefully studied the Agreement documents and other related data identified in the bidding documents.
- d. CONTRACTOR is familiar with and satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

9. Insurance

The CONTRACTOR shall procure and maintain, at CONTRACTOR's sole expense, until completion of the Agreement, coverage's as specified in Exhibit "A, Item 3".

Certificate(s) of Insurance naming the Town of Camp Verde and CONTRACTOR as co-insured verifying the minimum coverage's specified in Exhibit "A, Item 3" shall be delivered to the Town prior to issuance of the Notice to Proceed:

10. Indemnity

CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify, defend, save and hold harmless the Town of Camp Verde, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnities") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of CONTRACTOR or any of its owners, officers, directors, agents, employees or sub-CONTRACTORS. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such CONTRACTOR to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by CONTRACTOR from and against any and all claims. It is agreed that CONTRACTOR will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the CONTRACTOR agrees to waive all rights of subrogation against the Town of Camp Verde, its officers, officials, agents and employees for losses arising from the work performed by the CONTRACTOR for the Town of Camp Verde.

*Town of Camp Verde - Public Works Department
Finnie Flat/Cliffs Parkway Drainage Channel Improvement Project*

11. Agreement Documents

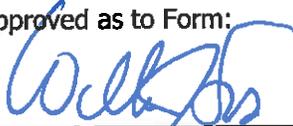
The Agreement documents which comprise the entire agreement between the Town of Camp Verde and the CONTRACTOR concerning the work consist of the following:

- a. This Agreement including: Terms and Conditions: Exhibit "A"
- b. Project Scope: Exhibit "B"
- c. Special Provisions
- d. Design Documents : 17 page Plan Set
- e. Bid, Performance, Payment and other Bonds: The bidder to whom an award is made will be required to execute a Bid Bond in 10 percent of the amount of the bid and Performance and Payment Bond, each in 100 percent of the amount of the bid.
- f. Certificate(s) of Insurance
- g. Notice of Award
- f. Notice to Proceed
- g. All bidding documents
 - i) Request for Bids
 - ii) Information for Bidders
 - iii) Project Bid & CONTRACTOR's Schedule

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

Town of Camp Verde

Approved as to Form:



Town Attorney

Mayor, Bob Burnside

Attest:

Town Clerk, Debbie Barber

Town Manager, Russ Martin

CONTRACTOR: Eagle Mountain Construction Inc.

Name/Title

**Exhibit "A"
TERMS AND CONDITIONS**

1. Changes

The Town of Camp Verde may request changes in the scope of the services of the AGREEMENT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the Town of Camp Verde and the CONTRACTOR, shall be incorporated in written amendments to this Agreement.

2. Personnel

- a. The CONTRACTOR represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Agreement.
- b. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the Town of Camp Verde. Any work or services subcontracted hereunder shall be specified by written agreement or agreement and shall be subject to each provision of this Agreement.

3. Insurance

General Liability: shall protect the CONTRACTOR and the Town from claims for bodily injury, personal injury, and property damage which may arise out of the nature of the work or from operations under this Agreement.

The CONTRACTOR shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form.

At a minimum, the CONTRACTOR shall provide general liability and excess General Liability coverage in the following amounts:

\$1,000,000 per occurrence/\$2,000,000 per Aggregate.

Workers' Compensation Insurance (Statutory): CONTRACTOR shall furnish to the Town with satisfactory proof that he or she has, for the period covered under the Agreement, full Workers' Compensation coverage for all persons whom the CONTRACTOR may employ directly, or through subcontractors, in carrying out the work contemplated under the Agreement, and shall hold the Town free and harmless for all personal injuries of all persons whom the contractor may employ directly or through subcontractors. Coverage Statutory, plus Coverage A: Each Accident, B: Each Employee and C: Disease, Each \$1,000,000.

Property Insurance: The CONTRACTOR/consultant shall have property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than \$1,000,000. The Town shall be held harmless for any damage to the CONTRACTOR'S property and/or equipment during the course of executing the Agreement.

The Contractor shall keep said policies in force for the duration of the Agreement and for any possible extension thereof. All policies shall not be suspended, voided, canceled or reduced in coverage for the duration of the Agreement and for any possible extension thereof without at least thirty (30) days' notice of cancellation of material change in coverage. Such notice shall be sent directly to Town of Camp Verde, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322, Attn: Risk Manager.

All carriers shall be approved to write insurance in the State of Arizona and possess an A- or better A.M. Best rating.

With the execution of this Agreement, prior to the Notice To Proceed being issued, Contractor shall furnish to the Town of Camp Verde any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement establishing that the CONTRACTOR and all subcontractors have complied with insurance requirements previously stated.

Contractor shall furnish to the Town of Camp Verde any renewal Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage (if coverage has an expiration or renewal dates occurring during the term of this Agreement).

The receipt of any Certificate of Insurance and endorsement does not constitute an agreement by the Town of Camp Verde that insurance requirements have been met.

Failure of CONTRACTOR to obtain Certificates or other insurance evidence from other Sub-CONTRACTORS shall not be deemed a waiver by the Town of Camp Verde.

The CONTRACTOR'S liability under this Agreement is not in any way limited by the insurance required by this Agreement. Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.

4. Assignability

The CONTRACTOR shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the Town of Camp Verde thereto: Provided, however, that claims for money by the CONTRACTOR from the Town of Camp Verde under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Town of Camp Verde.

5. Payment

Monthly progress payments for certified work and material delivered to the work site for the preceding month shall be paid on or before fourteen days after the estimate of the work is certified and approved. The submittal estimate shall be deemed certified and approved for payment after seven days from the date of submission unless the Town's Project Manager issues a written finding setting forth items not approved for payment.

Ten Percent (10%) of all progress payments shall be retained by the Town as insurance of proper performance of the Agreement or, at the option of CONTRACTOR, a substitute security may be provided by the CONTRACTOR in an authorized form approved by the Town. The CONTRACTOR is entitled to all interest from any such substitute security.

*Town of Camp Verde - Public Works Department
Finnie Flat/Cliffs Parkway Drainage Channel Improvement Project*

When the Agreement is fifty-percent (50%) completed, one-half of the amount retained or securities substituted, shall be paid to the CONTRACTOR upon the CONTRACTOR'S request provided the CONTRACTOR is making satisfactory progress on the Agreement and there is no specific cause or claim requiring a greater amount to be retained. After the Agreement is fifty-percent completed, no more than five percent (5%) of the amount of any subsequent progress payments made under the contract shall be retained providing the CONTRACTOR is making satisfactory progress on the project. If at any time the Town determines satisfactory progress is not being made ten percent (10%) retention shall be reinstated for all progress payments made under the Agreement subsequent to the determination.

Unless the Project Manager delivers specific written finding of deficiencies and expected cost to cure, any retention shall be paid, or substitute security shall be returned to the CONTRACTOR, within sixty day after final completion and acceptance of work under the Agreement. The Town may withhold an amount from the progress payment sufficient to pay the expenses the Town's Project Manager reasonably expect to incur in correcting the deficiency set forth in the written finding.

The CONTRACTOR, and all subcontractors, shall pay to his/her subcontractors or material suppliers, within seven days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the CONTRACTOR or subcontractor on account of the work performed or materials delivered to the extent of each such subcontractor's or material supplier's interest therein. No Agreement for construction may materially alter the rights of any contractor, subcontractor or material supplier to receive prompt and timely payment as provided under this section. These monthly progress payments to subcontractors or material suppliers shall be based on payments received pursuant to this section. Any diversion by the CONTRACTOR or subcontractor of payments received for work performed on an Agreement, or failure to reasonably account for the application or use of such payments, constitutes grounds for disciplinary action by the registrar of contractors. The subcontractor or material supplier shall notify the registrar of contractors and the Town in writing of any payment less than the amount or percentage approved for the class or item of work as set forth in this section.

The subcontractor may notify the Town's Project Manager in writing requesting that the subcontractor be notified by the Town in writing within five days from payment of each progress payment made to the CONTRACTOR. The subcontractor's request remains in effect for the duration of the subcontractor's work on the project.

Nothing in this section prevents the CONTRACTOR at the time of application/certification to the Town from withholding application/certification to the Town for payment to the subcontractor or material supplier for unsatisfactory job progress, defective work or materials not remedied, dispute work or materials, third party claims filed or reasonable evidence that claim will be filed, failure of a subcontractor to make timely payment for labor, equipment and materials, the subcontract cannot be completed for the unpaid balance or the subcontract sum or a reasonable amount for retention that does not exceed the actual percentage retained by the Town.

If any periodic or final payment to a CONTRACTOR is delayed after the date due, interest shall be paid at the rate of one percent per month or a fraction of the month on such unpaid balance as may be due.

6. Liquidated Damages

Town of Camp Verde and CONTRACTOR recognize that time is of the essence of this Agreement and that the Town of Camp Verde will suffer financial loss if the work is not completed within the time specified. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Town of Camp Verde if the work is not completed on time. Accordingly, instead of requiring any such proof, the Town and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay the Town \$250 (Two Hundred Fifty Dollars) for each day that expires after the time specified for final completion until the work is complete and ready for final payment.

7. Copyright

No report, plan drawing or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

8. Compliance with Local Laws

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the State and Local and Federal governments, and the CONTRACTOR shall save the Town of Camp Verde harmless with respect to any damages arising from any tort done by the CONTRACTOR or representatives in performing any of the work embraced by this Agreement.

9. Compliance with Federal and State Laws

CONTRACTOR understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CONTRACTOR must also comply with A.R.S. § 34-301, as amended, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirement for Employees".

Under the provisions of A.R.S. §41-4401, CONTRACTOR hereby warrants to the Town that the CONTRACTOR and each of its Sub-CONTRACTORS ("Sub-CONTRACTORS") will comply with, and are mutually obligated to comply with, all Federal Immigrations laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "CONTRACTOR Immigration Warranty").

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

The TOWN retains the legal right to inspect the papers of any CONTRACTOR or Sub-CONTRACTOR employee who works on this Agreement to ensure that the CONTRACTOR or Sub-CONTRACTOR is complying with the CONTRACTOR Immigration Warranty. CONTRACTOR agrees to assist the TOWN in regard to any such inspections.

The TOWN may, at its sole discretion, may conduct random verification of the employment records of the CONTRACTOR and any of the Sub-CONTRACTORS to ensure compliance with the CONTRACTOR Immigration Warranty. CONTRACTOR agrees to assist the TOWN in regard to any random verification performed.

Neither the CONTRACTOR nor any of Sub-CONTRACTOR shall be deemed to have materially breached the CONTRACTOR Immigration Warranty if the CONTRACTOR or Sub-CONTRACTOR establishes that is has complied with the employment verification

*Town of Camp Verde - Public Works Department
Finnie Flat/Cliffs Parkway Drainage Channel Improvement Project*

provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

10. Business Operations in Sudan/Iran.

In accordance with A.R.S. § 35-397, the Provider certifies that the Provider and its affiliates and subsidiaries do not have scrutinized business operations in Sudan or Iran. If the TOWN determines that the Provider's certification is false, the TOWN may impose all legal and equitable remedies available to it, including but not limited to termination of this Agreement.

11. Interest of Members of the Town of Camp Verde Governing Body

No member of the Governing body of the Town of Camp Verde and no other officer, employee, or agent of the Town of Camp Verde who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Agreement; and the CONTRACTOR shall take appropriate steps to assure compliance.

12. Interest of CONTRACTOR and Employees

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that no person having any such interest shall be employed in the performance of this Agreement.

Exhibit "B" Project Scope

GENERAL SCOPE OF SERVICES

The CONTRACTOR shall furnish any and all labor materials, equipment, transportation, utilities, services and facilities required to perform all work for the construction of Project #12-095. CONTRACTOR shall promptly order, schedule and stage materials, workers, and tasks according to the CONTRACTOR'S Project Schedule so as to meet the completion date of 155 days from the Notice to Proceed. CONTRACTOR shall construct the Project for the Town per the Plans, Special Provisions and Directives in a good, workmanlike and substantial manner and to the satisfaction of the Town under the direction and supervision of the Project Administrator and Project Manager or its properly authorized agents.

CONTRACTOR'S work shall be strictly pursuant to and in conformity with the Agreement. All work covered in this Agreement shall be done in accordance with the latest and best accepted practices of the trades involved. The CONTRACTOR is responsible for maintaining, repairing, or replacing damages or losses resulting from the work under the Agreement including real property, utilities, vegetation, hardscape, asphalt, concrete, vertical improvements and attachments of the private property accessed through a Temporary Construction Easement obtained by the Town. The CONTRACTOR'S required Certificate of Insurance shall name, as Additional Insured, the Town of Camp Verde and all property owners providing Temporary Construction Easements for the Project.

A Pre-Construction Conference will be held with the successful CONTRACTOR after the Notice of Award is issued; at a date and time to be agreed upon between the CONTRACTOR and the Project Manager. The meeting will be held in the Public Works Conference Room at 395 S. Main Street, Camp Verde, AZ 86322. The purpose of the meeting is to outline specific construction items and procedures that the Town feels require special attention on part of the CONTRACTOR. The CONTRACTOR shall submit the Traffic Control plan, and be prepared to discuss the Project Schedule plans for materials delivery and storage, housekeeping, and the responsibilities under the Temporary Construction Easements granted for this project. The CONTRACTOR may also present any variations in procedures to improve the workability of the Project, reduce costs or reduce inconvenience to the public.



Agenda Item Submission Form – Section II

Meeting Date: March 7, 2012

Consent Agenda Decision Agenda Executive Session Requested

Presentation Only Action/Presentation Special Session

Requesting Department: Finance

Staff Resource/Contact Person: Mike Showers

Agenda Title (be exact): Discussion, consideration and possible acceptance of and/or direction to staff relative to the 2nd Quarter General Fund report and the January Revenue Report.

List Attached Documents: 2nd QTR General Fund Report, January Revenue Drivers

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 10 minutes

Reviews Completed by:

Department Head: Town Attorney Comments:

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Fiscal Impact: N/A

Budget Code: _____ **Amount Remaining:** _____

Comments:

Background Information: In the January Revenue Drivers Report, the term "Drivers" refers to the line items in our budget that have a significant impact on our total budgeted revenue, i.e. if they drop dramatically, our spending would need to be adjusted accordingly.

Recommended Action (Motion): 1) Accept and Approve Financial Reports, 2) Give any further direction to Finance Director of desired information for the future.

Instructions to the Clerk: N/A

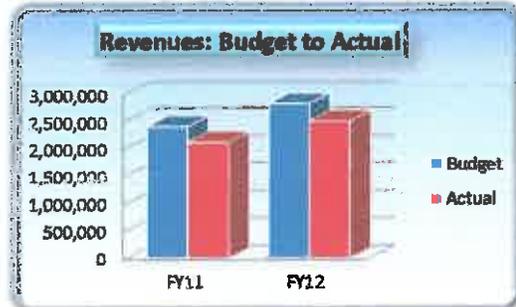
TOWN OF CAMP VERDE

General Fund Report

2nd QTR - Dec 2011

GENERAL FUND REVENUES

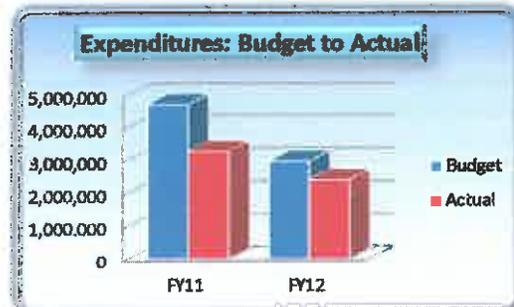
	FY 11-12 Budget	FY 11-12 Actual	% of Budget Realized
Local Taxes	1,692,000	853,678	50%
Franchise Fees	210,000	80,299	38%
State Sales Tax	822,612	405,486	49%
Urban Revenue Sharing	917,727	535,303	58%
Vehicle License Tax	577,351	274,352	48%
Yav County Flood Control Operations & Misc	743,000	0	0%
TOTAL	5,602,430	2,488,828	44%



Revenues are coming in right on Budget. County flood control revenues are zero as we do not have any expenses in that category as well so it has a net-zero effect on the over-all financials. Franchise fees are low only because they have not yet all been collected for the 2nd QTR. If the Flood control money is removed from the percentage calculation, we are at 51% of Budget Revenues Realized. 5 categories of our sales tax revenue are actually coming in higher than last year; the largest of which are real estate rentals, wholesale trade and restaurant & bar. The retail trade category is far the hardest hit category compared to last year though construction slightly edges it out over the last 5 years as the hardest hit category.

GENERAL FUND EXPENDITURES by DEPARTMENT

	FY 11-12 Budget	FY 11-12 Actual	% of Budget Expended
General Admin	1,457,122	716,675	49%
Court	308,011	145,264	47%
Public Works	1,276,362	238,751	19%
Community Development	270,061	121,583	45%
Marshall's Office	2,090,718	959,831	46%
Library	326,285	139,552	43%
Parks & Rec	218,629	99,479	46%
TOTAL	5,947,188	2,421,135	41%



Expenses, like Revenues, are very close to budget but short of budget rather than over. As seen above, if the stormwater expenses are removed from the above numbers, Public Works would come in at 45% of budget expended and the overall amount would be 47% of budget expended. The variances in both revenues and expenditures amount to the Town actually being nearly \$68,000 to the black in the General Fund through December 2011 instead of the expected \$172,500 in the red through the first 6 months.

CASH ANALYSIS

Bank Accounts*	
Pooled Checking	201,884
Payroll Checking	9,196
LGIP Investment	4,356,226
Library Savings	3,370
Home Grant Savings	85,652
Employee Assistance	4,679
Court Checking	8,549
TOTAL CASH	4,669,556
Restrictions	(2,506,918)
Unrestricted Cash	2,162,638



Town of Camp Verde
 Revenue Drivers
 January 2012

Source	Jan-12	Inc/Dec %	Dec-11	Nov-11	FY Avg TD	Bud/Month	YTD Bud +/-	LYM Avg +/-	L5YM Avg +/-
City Sales Tax	159,326	12%	141,648	118,784	141,895	141,000	6,262	(5,063)	
State Sales Tax	82,304	19%	68,889	65,993	69,684	68,551	7,933		(45,254)
VLT	44,713	7%	41,982	43,705	45,581	48,113	(17,726)		
URS	76,477	0%	76,477	76,477	76,468	76,477	(74)		
APS Franchise	0		43,503	0	18,215	14,250	23,787		
Court Fines	23,418	0%	23,408	26,836	26,237	18,750	52,410		
HURF	51,047	-5%	53,792	49,633	52,833	54,021	(8,313)		
TOTAL	437,287		449,699	381,428	430,913	421,162	64,280		

12.

Debbie Barber

From: Ken Strobeck <kstrobeck@azleague.org>
Sent: Tuesday, February 28, 2012 7:51 PM
To: Intergov2; Intergovs; Executive Committee
Subject: FW: Response to 2815 Proposed Changes

Sent to Rep. Mesnard tonight. 2815 is on COW tomorrow (Wednesday). Please tell your representatives the proposed amendments do not fix the bill.

Thanks,
Ken

-----Original Message-----

From: Ken Strobeck
Sent: Tue 2/28/2012 7:50 PM
To: Representative JD Mesnard
Subject: Response to 2815 Proposed Changes

Rep. Mesnard,

I want to thank you for taking the time to call me in yesterday and describe your current approach to the "regulatory tax credit" in HB2815. I genuinely appreciate the time and work you have put in to try to make this provision more acceptable to cities and towns. However, after consultation with a number of city officials, we are still opposed to the bill with your proposed changes for these reasons:

- The entire concept still represents an untested, theoretical response to a perceived problem. The entire concept was developed without input from city officials who work with business owners on a daily basis and who know the full range of their issues, not just a subset of them. It is not appropriate for the state legislature to enact new statutes affecting all levels of government based on theoretical musings.
- The amendment still injects the executive branch of the state government into the decisions made in local communities by elected officials. This is unprecedented in state statute and the Arizona Constitution. It is impossible for a staff person in GRRRC to have the context of the individual differences in local governments. That is why we have local elected officials and local administrators to implement policies.
- The argument that the city or town is in complete control of the final outcome is redundant. Cities and towns are already in control of the ordinances and regulations they enact, and it is not necessary to invent a new bureaucratic scheme to have the issue end up where it started.
- In recent years, cities and towns have enacted numerous innovations to streamline permitting and regulations in order to be more business-friendly. We are always willing to work with anyone who has a complaint or a suggestion about improvements. The League is in a position to develop "best practices" that can be customized for each community and encourage their enactment locally without additional state legislation.
- Finally, the legislature passed a massive re-write of regulatory principles in SB1598 last year and no fewer than 11 bills are circulating this year that propose additional regulatory reform. Regardless of their good intentions, local governments cannot develop processes that implement one set of regulations only to see them amended just as they are beginning to take effect. This kind of zig-zag policy making actually makes it more difficult for cities and towns as

well as the businesses in their jurisdictions. We don't need more laws in this area until we know the effect of the ones already enacted.

Again, thank you for your work, but the regulatory tax credit is simply unacceptable to cities and towns for the above reasons. If you want to consider a pilot project on this principle applying only to the state government, we would drop our opposition.

Please feel free to contact me if you have any questions.

Ken

Ken Strobeck

Executive Director

League of Arizona Cities and Towns

602-258-5786 office

602-501-4989 cell

www.azleague.org <<http://www.azleague.org>>

Effective January 10, 2010, Town offices are closed on Friday. Hours of operations are Monday - Thursday 7 am to 6 pm.

All messages created in this system belong to the Town of Camp Verde and should be considered a public record subject to disclosure under the Arizona Public Records Law (A.R.S. 39-121). Town employees, Town public officials, and those who generate email to them, should have no expectation of privacy related to the use of this technology.

In addition, to ensure compliance with the Open Meeting Law, Council or Board/Commission members who are recipients of this message should not forward it to other members of the Council or Board/Commission of the Town of Camp Verde. Council Members or Board/Commission members may reply to a staff member regarding this message, but they should not send a copy of a reply to other Council or Board/Commission members.

Please consider our environment before printing this email. P

Legislative Update Conference Call

League of Arizona Cities and Towns
Monday, February 27, 2012, 10:00 a.m.

NOTES

I. Budget update

Nothing new to report regarding budget negotiations between the Legislature and Governor. An informational hearing on HURF sweeps will be held this Thursday morning in the House. Meanwhile, we ask members to not support a budget deal unless it ends the assessment for DWR and HURF sweeps.

II. Regulatory reform

The “regulatory tax credit” portion of HB2815 is receiving a lot of attention, and is leading to reports that the sponsor is working on amendments. We continue to say that provision cannot be acceptably amended and must be removed from the bill. League position: Oppose regulatory tax credit.

The other bills in this category are the subject of discussions regarding their complexity and duplication of other requirements. No action requested on them right now.

HB 2815 (employment; incentives; regulatory tax credit)

SB 1505 (s/e: cities and towns; rulemaking)

SB 1470 (rules; data quality)

HB 2570 (political subdivisions; proceedings; governing bodies)

III. HB 2826 (consolidated election dates; political subdivisions)

This bill consolidates all city and town elections to the fall cycle of even-numbered years, no exceptions. This is unnecessary and a preemption of a matter of local concern. It is being considered by the House Rules Committee today. Please contact your House members and ask them to vote “no” on this bill when it comes to the floor—possibly later this week. League position: Oppose (talking points attached.)

IV. Tax policy

SCR 1025 (property tax assessed valuation; limitation)

Constitutional referral that limits property valuation increases to 5% for primary and secondary property taxes. League position: Neutral, monitor

HB 2123 (transaction privilege tax reform committee)

This bill has been amended to remove the reference to the goal of eliminating state income taxes. Two city representatives are now included in the committee makeup. This effort will likely dovetail with the Governor’s TPT Simplification Task Force. League position: Neutral.

SB 1367 (personal property; tax exemption; index)

SCR 1012 (personal property tax exemption amount)

These two bills deal with the exemption levels for business personal property. SB1367 bases the maximum amount of the personal property exemption on the percentage

increase in the employment cost index in the two most recent complete state fiscal years. SCR1012 is a referral that increases the current \$50,000 limit to \$2.5 million.

capital gains initiatives

Proposals range from complete elimination to an indexing formula. More details to follow as the bills are negotiated.

V. Alarm systems

A work group discussed these proposals and has suggested a possible compromise solution: a statewide registry for alarm installers that includes a criminal background check. Cities and towns would still be able to enforce local ordinances regarding false alarm limits and collect TPT on the initial installment of an alarm system. The likely vehicle for this compromise will be HB2748. League position: Support the compromise language.

SB 1306 (alarm system installation; contractors; municipalities)

HB 2748 (cities; alarm licenses; reciprocity)

ACTION REQUESTED

- Contact your House members and ask them to oppose HB2826 when it comes to the floor (talking points attached).
- Continue to ask Senate and House members to support our two budget items: elimination of assessment for DWR and HURF sweeps.

Legislative Issue Report

Issue: HB2826; consolidated election dates; political subdivisions
Position: Oppose

- **All-mail ballot elections have produced significant savings and better voter turnout for several Arizona Cities and Towns. Each registered voter is assured of receiving election information and a ballot. The consolidation of local and county elections will eradicate all mail ballot elections because of the necessity to have polling places for the state portion of the ballots. It is more expensive to run polling place elections than all-mail elections.**
- **Consolidating elections for towns and cities with County elections may inadvertently cause less voter participation due to the location of local candidates and issues. Local candidates and issues will be placed toward the end of the ballot AFTER all federal, state, county and judicial matters. Voter fatigue with longer ballots will lead to undervoting.**
- **Longer ballots are heavier ballots and the popularity of early voting means heavier return envelopes and much higher postal costs.**
- **The complexity of multiple elections and party ballots will increase the number of different ballots needed to conduct an election resulting in voter and poll worker confusion, increasing the potential for votes to be invalidated due to poll worker error.**
- **This bill also covers Special Elections, meaning that initiative, referendum, recall, bond and incorporation elections can be held only in even-numbered years, causing long delays and limiting the opportunity for the citizens of the jurisdiction to make local decisions.**
- **With the potential closure of all the mail processing centers in Arizona with the exception of Phoenix, this bill could prevent cities and counties from effectively processing early and vote by mail ballots within legal time frames and to the satisfaction of the voters and Department of Justice.**

2/27/12