

AMENDED AGENDA

REGULAR SESSION

MARCH 21, 2012

#8 AGENDA TITLE REVISED

#8 REVISED AGENDA ITEM SUBMISSION FORM

#10 NEW ITEM

**DISCUSSION, CONSIDERATION, AND POSSIBLE DIRECTION TO
STAFF RELATIVE TO FILLING THE VACANT COUNCIL SEAT LEFT
BY THE RESIGNATION OF COUNCIL MEMBER ALAN BUCHANAN.**



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**AMENDED AGENDA
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY, MARCH 21, 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) Regular Session – March 7, 2012
 - 2) Special Session – March 7, 2012
 - 3) Executive Session – March 7, 2012 (recorded)
 - 4) Work Session – March 5, 2012
 - b) **Set Next Meeting, Date and Time:**
 - 1) March 28, 2012 at 6:30 p.m. – Council Hears Planning & Zoning Matters - **CANCELLED**
 - 2) April 4, 2012 at 6:30 p.m. – Regular Session
 - 3) April 18, 2012 at 6:30 p.m. – Regular Session
 - 4) April 25, 2012 at 6:30 p.m. – Council Hears Planning & Zoning Matters
 - 5) Monday, April 30, 2012 at 4:00 p.m. – Budget Work Session
 - c) **Possible approval of a Special Event Liquor License application for the Golden Cobra Center of Fitness, Inc. for a fundraiser to be held at 5980 E. Coury Drive on Saturday, April 28, 2012 from 11:00 a.m. to 12:00 a.m. Staff Resource: Debbie Barber**
5. **Special Announcements & Presentations**
 - **Possible approval of a Proclamation declaring April as *Fair Housing Month*, urging all residents to comply with and show support for the letter and spirit of the Fair Housing Act.**
 - **Welcome to the new businesses:**
 - ❖ **Native Garden Design – Camp Verde**
 - ❖ **Verde River Adventure Center – 45 W. Hollamon St., Camp Verde**
 - ❖ **Mary Kay Gift Baskets – Camp Verde**
 - ❖ **A Cut Above – Camp Verde**
 - ❖ **A special thank you also goes out to the 31 vendors that participated in the Pecan & Wine Festival**
6. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are Camp Verde Schools Education Foundation; Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, Yavapai County Water Advisory Committee, and shopping locally. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.
7. **Call to the Public for items not on the agenda.**
8. **DISCUSSION, CONSIDERATION, AND POSSIBLE APPROVAL OF A LEASE AGREEMENT, SECURITY SERVICES PORTAL AGREEMENT, AND A COMMENCEMENT DATE MEMORANDUM WITH GOVNET TO PLACE A MICROWAVE OR SIMILAR ANTENNA ON LIBRARY PROPERTY AS PART OF A NEW STATEWIDE DATA NETWORK THAT WILL BRING A LARGER AND STURDIER INTERNET CONNECTION TO OUR AREA. Possible approval of the lease agreement with GovNET to place a**

~~microwave antenna on the Library building roof as part of a new statewide data network that will bring a larger Internet connection to our area.~~ Staff Resource: Gerry Laurito

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
10. DISCUSSION, CONSIDERATION, AND POSSIBLE DIRECTION TO STAFF RELATIVE TO FILLING THE VACANT COUNCIL SEAT LEFT BY THE RESIGNATION OF COUNCIL MEMBER ALAN BUCHANAN. PURSUANT TO STATE STATUTE, THIS POSITION WILL SERVE UNTIL THE NEXT REGULARLY SCHEDULED ELECTION, AT WHICH TIME, THE VOTERS SHALL DETERMINE THE CANDIDATE TO FILL THE REMAINDER OF BUCHANAN'S TERM. Staff Resource: Debbie Barber
11. Call to the Public for items not on the agenda.
12. **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.
13. **Adjournment**

Posted by: *U. Jones* Date/Time: *3-20-2012 11:30 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.

REVISED - Agenda Item Submission Form -- Section I

Meeting Date: March 21, 2012

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

Requesting Department: Library

Staff Resource/Contact Person: Gerry Laurito

Agenda Title (be exact): Discussion, consideration and possible approval of a Lease Agreement, Security Services Portal Agreement and a Commencement Date Memorandum with GovNet to place a microwave or similar antenna on Library property as part of a new statewide data network that will bring a larger and sturdier Internet connection to our Town.

List Attached Documents: Agreements, location documentation, photo

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 10 minutes

Reviews Completed by:

Department Head: Gerry Laurito

Town Attorney Comments: The attorney approved the agreement with changes to Exhibit B (Security Portal Services Agreement, Section B.6 Use of Services) removing reference to citizen requirements; added Immigration Law language; and corrected typographical errors throughout. All attorney comments and suggestions were incorporated into the document.

Finance Department N/A

Fiscal Impact: None

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

Comments:

Background Information: This lease agreement will allow GovNet (a private company with a federal grant to expand and enhance broadband Internet access to rural areas of Arizona) to place a microwave antenna on Library property as part of a new statewide data network that will bring a larger and sturdier Internet connection to our rural area. In exchange for allowing the installation of the antenna, the Town will receive approximately \$690 per month as the fair market value of Security Portal services with 3 megabits per second of continuous encrypted network connection.

Recommended Action (Motion): Move to approve the Lease Agreement, Security Services Portal Agreement and a Commencement Date Memorandum with GovNet to place a microwave or similar antenna on Library property as part of a new statewide data network that will bring a larger and sturdier Internet connection to our Town.

Instructions to the Clerk: Process the agreements



Exhibit A

Location of Site and Equipment

Real Property Information: A Site to be determined by the Parties as provided below to be located on the Property (as defined in Section 1 of the Lease), which is identified as follows:

Property Address: 130 N. Blackbridge Loop Rd. Camp Verde, AZ

Property Legal Description (including any easements, including access over under or across the Property to and from the Site): Parcel 404-19-018B

Site Selection: The Parties acknowledge that proper site selection will involve a significant degree of planning, coordination and feasibility and other studies, which will be undertaken by Tenant in combination with such efforts at other sites. Accordingly, Tenant's proposals for the location of potential sites may not be forthcoming for a significant time after execution of this Lease and potentially, could change from time to time, until a final site selection has been made, as the process for such selection will involve ongoing coordination with other sites.

Landlord and Tenant will use good faith efforts to jointly select an appropriate site, once Tenant has proposed sites that will meet its criteria. Once the site is selected, Landlord and Tenant agree to memorialize their selection below. If an agreement cannot be reached after good faith negotiation by each party within one hundred twenty (120) days of Tenant's proposal of sites, then either Party may give written notice of its termination of the Lease, which will terminate upon receipt of such notice by the other Party.

The Site and Equipment Location:

The location and description of the leased Site and Equipment within the Property (together with access and utilities) is as follows:

Corrected Copy

combined the service with the products or services of others), negligence, breach of security or tortious behavior. To the extent permitted by law, Subscriber agrees to indemnify and hold harmless the Vendor, from any claims resulting from the use of the service by Subscriber or its Users that damage another party or that violate the law.

5. **Limitation of Liability.** VENDOR SHALL NOT BE LIABLE FOR INTERRUPTIONS CAUSED BY FAILURE OF EQUIPMENT OR SERVICES, FAILURE OF COMMUNICATIONS, POWER OUTAGES OR OTHER INTERRUPTION NOT WITHIN THE COMPLETE CONTROL OF VENDOR, NOR SHALL VENDOR BE LIABLE FOR PERFORMANCE DEFICIENCIES CAUSED OR CREATED BY SUBSCRIBER'S OR ITS USERS' EQUIPMENT. VENDOR'S PERFORMANCE UNDER THIS AGREEMENT SHALL BE EXCUSED IN CASE OF LABOR DIFFICULTIES, GOVERNMENTAL ORDERS, CIVIL COMMOTIONS, ACTS OF GOD OR OTHER CONDITIONS OR CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OR BUSINESS OPPORTUNITY, LOSS OF USE, ETC.

6. **Use of Service.** Subscriber's rights herein granted, cannot be transferred, assigned, shared, sold or used by anyone other than the Subscriber without the written consent of Vendor; except that Subscriber may transfer or assign this Agreement to an affiliated entity or to a successor in interest upon notice to Vendor.

7. **BTOP Recipient; Requirements.** Vendor has disclosed to Subscriber that Vendor is the beneficiary of a Broadband Technology Opportunity grant administered by Department of Commerce's National Telecommunications and Information Administration ("NTIA"). As a recipient, Vendor is obligated to comply with various rules and regulations in order to obtain and maintain grant funding. Subscriber hereby agrees to use its best efforts to cooperate with Vendor in its compliance with such rules and regulations. Certain interests in property and equipment, evidenced by this Agreement, are held in trust by the Vendor for the benefit as trustee for the beneficiaries of the project or program. Subscriber acknowledges and agrees that Vendor may be required to grant security interests and record liens or other appropriate notices of record against its interest in this Agreement or the equipment, in favor of the Department of Commerce, to reflect that such property has been acquired or improved with federal funds. Further, notwithstanding anything to the contrary contained in Section 11 of this Agreement, on NTIA's request Vendor may, upon notice to Subscriber and without requiring its consent, cause this Agreement to be assigned to NTIA or to a third party, designated by NTIA.

8. **Disputes.** If either Party is required to engage the services of an attorney because of a breach by the other Party of any of the terms herein contained or in any other manner, the breaching Party shall pay all of the non-breaching Party's reasonable attorney's fees and court costs. In the event of litigation both Parties agree that the internal laws of Arizona shall apply without application of conflicts of law provisions and both Parties consent to the exclusive jurisdiction of the courts of Yavapai County, Arizona. THE PARTIES EXPRESSLY WAIVE A JURY TRIAL.

9. **Content.** Vendor shall have the sole right to decide what information (Web Page content, etc.) can or cannot be uploaded onto or reside upon, the Vendor's system and the Vendor has the right to delete all such information data or files that it decides cannot reside on the Vendor's hardware.

10. **Amendments.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Vendor and an authorized agent of the Subscriber. No provision may be waived except in a writing signed by both Parties.

11. **Assignment.** Vendor may assign this Lease as a whole with Subscriber's prior written consent, which consent will not be unreasonably withheld, delayed or conditioned; provided, however, that Subscriber's consent will not be required for an assignment to any person or entity which is controlled by, controlling or under common control with Vendor.

12. **Complete Understanding.** This Agreement represents the complete understanding between the Parties as to the subject matter hereof and supersedes all prior written or oral negotiations, representations, guaranties, warranties, promises, orders, statements or agreements between the Parties or any statement or representation made or furnished by any other person representing or purporting to represent either Party.

Corrected Copy

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Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: March 21, 2012

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

Requesting Department: Town Clerk

Staff Resource/Contact Person: Debbie Barber

Agenda Title (be exact): Discussion, consideration, and possible direction to staff relative to filling the vacant Council Seat left by the resignation of Council Member Alan Buchanan. Pursuant to State Statute, this position will serve until the next regularly scheduled election at which time, the Voters shall determine the Candidate to fill the remainder of Buchanan's term.

List Attached Documents: Buchanan Letter of Resignation; ARS §9-235 & §9-232; a blank Letter of Interest form; and documentation that will be required from the appointee

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviews Completed by:

Department Head: Debbie Barber

Town Attorney Comments: N/A

Finance Department N/A

Fiscal Impact: None

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

Comments:

Background Information: The Town Code requires that Council fill a vacancy within 60 days. State law now requires that Council fill a vacancy by election if the vacancy occurs more than 30 days before the nomination petition deadline. Council member Buchanan's resignation is more than 30 days before the deadline. The Town's next regularly scheduled election is March 2013. As a point of information, in the near term, staff will be bringing an ordinance to Council that will amend Section 2-1-4 of the Town Code in order to bring it in compliance with State statutes.

In the past, Council has taken letters of interest to fill vacancies.

Recommended Action (Motion): Direct staff according to Council's desires relative to filling the vacancy.

Instructions to the Clerk: N/A

Copied Council *RM*

March 15, 2012

Alan "Buck" Buchanan
3470 S Hacienda Lane
Camp Verde, AZ 86322

Town of Camp Verde
473 S Main Street
Camp Verde, AZ 86322

Dear Town of Camp Verde, Mayor, Council, Manager, Staff and Citizens,

Effective immediately, I tender my resignation as a member of the Camp Verde Town Council.

I have met the filing requirements to become a candidate for Yavapai County Supervisor, District 2.

It has been a pleasure to give my time and energy in service to the Town of Camp Verde. I expect to continue as a volunteer in our community; however, State law requires I resign my council seat in order to become a candidate for another office.

To the voters who elected me to Town Council, I hope I will earn the chance to represent you in the newly formed Yavapai County District 2.

To my fellow council members, I urge you to continue on the path of fiscal conservancy, which has served us well, even during these very challenging financial times.

I also encourage you to continue to prioritize services for the greatest common good of our community.

Best wishes in your current and future endeavors. It has been an honor to serve.

Sincerely,



Alan "Buck" Buchanan
District 2 Candidate, Yavapai County Supervisor

AB:lb



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9-235. Vacancies in council

A. The council shall fill a vacancy that may occur by appointment until the next regularly scheduled council election if the vacancy occurs more than thirty days before the nomination petition deadline, otherwise the appointment is for the unexpired term. This subsection does not [apply](#) to a charter city.

B. The member appointed shall meet the qualifications established in section 9-232.

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A. A person shall not be a member of a city or town council unless, at the time of the election, the person is eighteen years old, is a qualified elector residing within the city or town at the time of the election, and has resided in the city or town for one year next preceding the election, or if an area has been annexed to the city or town for a period of less than one year next preceding the election has resided in such area for one year next preceding the election. If an annexed area is subject to the provisions of this subsection, a person may meet the residency requirements if he has resided within the existing limits of the city or town for the one year period.

B. Every member of the council shall hold the office for the term of two years, except the members of the council first appointed, and before entering upon the duties of the office, the member shall take and subscribe the oath of office.

C. The common council shall assemble within twenty days after their appointment or election, and choose a mayor from among their number.

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9-232.02. Permitting town councilmen to hold office for four-year staggered terms

The common council may, by majority vote of the qualified electors of the town voting thereon, provide for four-year staggered terms for members of the town council in the manner provided in section 9-272, with respect to cities. In the event the common council consists of five members only, the first class shall consist of two councilmen and the [second](#) class shall consist of three councilmen.

*Repeal 1987-05
to the voters 5-19-87*



Camp Verde, Arizona



LETTER OF INTEREST

Name:		Date:		
Home Address:				
Mailing Address, if different:				
Email Address:				
Home Telephone:		Work Telephone:		
Are you a resident of the Town of Camp Verde? <input type="checkbox"/> Yes <input type="checkbox"/> No		Do you own commercial property in the Town of Camp Verde? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Length of residency in the Town of Camp Verde:		Do you operate a business in Camp Verde? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Name and address of business (if applicable):				
If you are not in business in The Town of Camp Verde, please list your occupation; or if retired, please indicate your former occupation or profession:				
Are you now serving, or have you ever served, on a Town of Camp Verde board or commission? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list names of board/commission and dates served:				
Board & Commission preference (s): Refer to the last page for a list of Boards & Commissions. List your choices in order of preference:				
1.		3.		
2.		4.		
Education and Community Service				
Schools Attended:		Degree:	Year:	
Civic Activities-Service Organizations		Office Held:	Year Begun: Year Ended:	
Please state why you would like to be appointed to a Town Board, Commission, or Committee: _____				
Have you ever been charged and convicted of a crime? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes please explain.				
What do you believe is the key responsibility of Board, Commission or Committee member to: (a) The Town Council, (b) The citizens of Camp Verde (c) other Board, Commission or Committee members?				
(a)				
(b)				
(c)				

Please state the reasons why you feel you are qualified to serve on a Board, Commission or Committee: _____

Applications are kept on file for two years. During that time, your application will be considered when there is an opening for the Board or Commission for which you have applied. As a candidate to a Board, Commission or Committee, your name, address and telephone number will be available to the media and public.

Please notify the Clerk's Office at (928) 567-6631, extension 105 if you move or no longer wish to be considered for appointment.

If you have a current resume and/or certificate that may be applicable to your Board, Commission or Committee interest, please attach a copy to this application.

Mail or deliver your completed application to: Town of Camp Verde, Attn: Clerk's Office, 473 S. Main Street, Camp Verde, AZ 86322.

If appointed to a Board/Commission/Committee, I understand that Members of boards or commissions may be removed for cause including excessive lack of attendance, absences of three consecutive meetings or more than half of all scheduled meetings in any municipal year, or improper conduct as determined by the Mayor and Council.

Applicant's Signature: _____ Date: _____

	Date:
Date Contacted & Invited to Appear before Council:	
Staff Contacting Individual	
Date Appointed by Council	
Board or Commission appointed to:	



STATE OF ARIZONA
 NOMINATION PAPER
 AFFIDAVIT OF QUALIFICATION
 CAMPAIGN FINANCE LAWS STATEMENT
 [A.R.S. §§ 16-311, 16-905(K)(5)]

FOR OFFICE USE ONLY

You are hereby notified that I, the undersigned, a qualified elector, am a candidate for the office of _____ subject to the action of the _____ Party, at the Primary Election to be held _____, should I be nominated.

I will have been a citizen of the United States for _____ years next preceding my election and will have been a citizen of Arizona for _____ years next preceding my election and will meet the age requirement for the office I seek and have resided in _____ County for _____ years and in the precinct _____ for _____ years before my election.

I do solemnly swear (or affirm) that, at the time of filing, I am a resident of the county, district or precinct which I propose to represent, and as to all other qualifications, I will be qualified at the time of election to hold the office that I seek, having fulfilled the constitutional and statutory requirements for holding said office.

Actual residence address or description of place of residence _____ (city or town) _____ (zip)

Post Office Address _____ (city or town) _____ (zip)

Print or type your name on the following line in the exact manner you wish it to appear on the ballot. A.R.S. § 16-311.G.

LAST NAME FIRST NAME

 CANDIDATE SIGNATURE

Subscribed AND SWORN to (or affirmed) before me this _____ day of _____, 20____.

 Notary Public

(Seal)
 I have read all applicable laws relating to campaign financing and reporting.

 CANDIDATE SIGNATURE