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**AGENDA  
REGULAR SESSION  
MAYOR AND COUNCIL  
473 S MAIN STREET, SUITE 106  
WEDNESDAY, APRIL 1, 2015 at 6:30 P.M.**

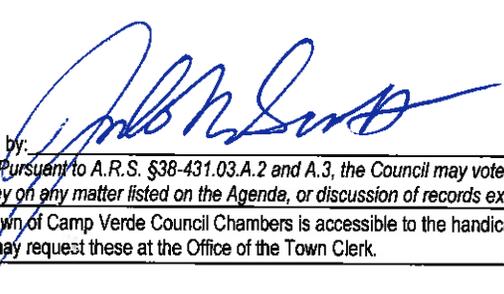
Note: Council member(s) may attend Council Sessions either in person or by telephone, video, or internet conferencing.

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 18, 2015
    - 2) Work Session – March 27, 2015
  - b) **Set Next Meeting, Date and Time:**
    - 1) Wednesday, April 8, 2015 at 5:00 p.m. Special/Executive Session
    - 2) Wednesday, April 8, 2015 at 5:30 p.m. Work Session
    - 3) Wednesday, April 15, 2015 at 6:30 p.m. Regular Session
    - 4) Wednesday, April 22, 2015 at 6:30 p.m. Council Hears Planning & Zoning
  - c) **Possible approval of the Memorandum Of Understanding as written between the Town of Camp Verde and Camp Verde Promotions covering the planning and execution of Camp Verde's three major special events, specifically the Spring Heritage Pecan and Wine Festival, Cornfest and Fort Verde Days.** Staff Resource: Steve Ayers
  - d) **Possible approval of the contract with Merrick & Co., dba McLaughlin Whitewater Design Group for engineering, technical data, sketches and initial draft of improvements related to a River Recreation Master Plan for the Town of Camp Verde.** Staff Resource: Steve Ayers
5. **Special Announcements and presentations:**
  - Proclamation declaring April 7, 2015 as Nationals Service Recognition Day.
  - Proclamation declaring April as RiverFest Month
  - Proclamation declaring April as Go Blue for CASA (Court Appointed Special Advocate) Month
  - Proclamation declaring May as Building Safety Month
6. **Call to the Public for Items not on the Agenda.**
7. **Update and presentation by Tania Simms, Executive Director for Verde Valley Habitat for Humanity regarding past, current and future projects in the Verde Valley. Discussion and possible direction to staff may follow presentation.** Staff Resource: Virginia Jones
8. **Public hearing, discussion, consideration, and possible approval of Resolution 2015-935, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving and authorizing the abatement of dangerous structure(s) located on parcel 404-16-086, 3285 Ripple Road, Camp Verde, Arizona; directing and authorizing the building official to start a**

**work order to Hollamon Generations for the purpose of demolishing and removing the above referenced structure(s); and declaring an emergency; and approving and authorizing the Town Manager to allocate any additional funds, if required, to complete the abatement process. Staff Resource: Mike Jenkins**

9. **Discussion, consideration and possible approval of a Tolling Agreement and First Amendment to the Annexation and Development Agreement for the Coury Annexation and Development agreement.** .  
Note: The Council may vote to go into Executive Session pursuant to ARS §38-431.03(A)(3) Discussion or consultation for legal advice with the attorney or attorneys of the public body and Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation. Staff Resource: Russ Martin
10. **Discussion, consideration, and possible direction to staff relative to proposed legislation by the 52nd State Legislature during its 1<sup>st</sup> Regular Session that convened on January 12, 2015.** Staff Resource: Russ Martin.
11. **Call to the Public for items not on the agenda.**
12. **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.
13. **Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.
14. **Adjournment**

Posted by:

  
Date/Time: 03/30/15 10:50 AM

*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  
REGULAR SESSION  
MAYOR AND COUNCIL  
473 S MAIN STREET, SUITE 106  
WEDNESDAY, MARCH 18, 2015 at 6:30 P.M.**

Minutes are a summary of the discussion. They are not verbatim.  
Public input is placed after Council discussion to facilitate future research.

1. **Call to Order**  
Mayor German called the meeting to order at 6:30 p.m.
  
2. **Roll Call**  
Mayor German, Vice Mayor Jackie Baker, and Councilors Bruce George, Carol German, Robin Whatley, and Jessie Jones are present. Councilor Brad Gordon was absent.  
  
Also Present: Town Clerk Virginia Jones, Marshall Nancy Gardner, Library Director Kathy Hellman, Recording Secretary Lynn Riordan.
  
3. **Pledge of Allegiance**  
Mayor German led the pledge.
  
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 25, 2015
    - 2) March 4, 2015 – Regular Session
    - 3) Executive Session – March 6, 2015 (recorded)
    - 4) Special Session – March 6, 2015
  - b) **Set Next Meeting, Date and Time:**
    - 1) Wednesday, March 25, 2015 at 6:30 p.m. – Council Hears Planning & Zoning - **Cancelled**
    - 2) Friday, March 27, 2015 at 8:30 a.m. – Council/Manager Work Session/Retreat
    - 3) Wednesday, April 1, 2015 at 6:30 p.m. Regular Session
    - 4) Wednesday, April 8, 2015 at 5:00 p.m. – Special/Executive Session
    - 5) Wednesday, April 8, 2015 at 5:30 p.m. Work Session
    - 6) Wednesday, April 15, 2015 at 6:30 p.m. Regular Session
    - 7) Wednesday, April 22, 2015 at 6:30 p.m. Council Hears Planning & Zoning
  - c) **Possible approval of Resolution 2015-938, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, pertaining to the submission of projects for consideration – Department of Homeland Security Grant (DOHS) in Arizona's 2015 fiscal year. Resolution authorizes staff to proceed with a Department of Homeland Security Grant, for \$58,345.00 to continue the upgrade of the inter-operability radio communication process. Funding availability was not available for the entire project; this is the 3<sup>rd</sup> phase of the project. Staff Resource: Marshal Nancy Gardner**

On a motion by Vice Mayor Baker, seconded by Councilor George, the council unanimously voted to approve the Consent Agenda, exception of item 3 Approval of Resolution 2015-938 (DOHS) Grant due to stated concerns by Vice Mayor Baker. Vice Mayor Baker requested clarification of Item 3, and requesting information on the status of the project. Marshal Nancy Gardner addressed the Mayor and Council stating the first DOHS

grant was realized in three stages, Stage One \$105,000+/- completed, Stage Two \$40,600+/- completed and now Stage Three \$58,345 which is the final stage upgrading the radio communications and towers. This final stage will complete the tower in the vicinity of the CC Casino, and will alleviate the current radio dead zones which will provide clear and continuous radio communications for dispatch and emergency services. On a motion by Vice Mayor Baker, seconded by Councilor George, the council unanimously voted to approve Consent Agenda Item 3.

5. **Special Announcements and presentations:**

- **Proclamation declaring March 29, 2015 as Vietnam Veterans Remembrance Day**
- **Proclamation declaring March 21-29, 2015 as SciTech STEM Week**
- **Proclamation declaring April as Fair Housing Month**
- **Proclamation declaring the week of April 12-18, 2015 as National Volunteer Week**
- **Proclamation declaring the week of April 12-18, 2015 as National Library Week**

Mayor German read and stated the Proclamations enacted.

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

Library Director **Kathy Hellman** addressed the Mayor and Council inviting them to participate in the Camp Verde Library and Parks & Recreation Photo Contest for "My Camp Verde, stating the contest is soliciting photos that explore and share why living in Camp Verde is unique and special. Ms. Hellman presented a handout with rules and terms for the "My Camp Verde" Photo Contest. Additional information is available at the Library and Parks & Recreation.

**Linda Buchanan** addressed the Mayor and Council expressing gratitude for their courage and vision to help Camp Verde grow and continue to make Camp Verde a better place to live for all of its residents. Ms. Buchanan stated support for the Council's recent actions in relationship to enactment of sales tax.

**Tom Pitts** addressed the Mayor and Council with an update regarding the progress of installation of Broadband/Internet in the Verde Valley; the coalition is currently seeking out funding sources to reduce the costs for all of the Verde Valley municipalities and communities.

7. **Public Hearing followed by discussion, consideration and possible approval of Class 12 (Restaurant) Liquor License Application for Daphanie Hancock Sanchez Goodman/Gabriella's Taco Shop and Fresh Garden Salsa located at 1620 State Route 260 #D, Camp Verde, AZ. 86322. Staff**

Resource: Virginia Jones

- **Staff Comments**
- **Public Hearing Open**
- **Public Hearing Closed**
- **Council Discussion**

On a motion by Councilor Whatley, seconded by Councilor George, the council unanimously voted to approve the Class 12 (Restaurant) Liquor License Application for Daphanie Hancock Sanchez Goodman/Gabriella's Taco Shop and Fresh Garden Salsa.

Town Clerk Virginia Jones advised Notice and posting requirements for the application of Daphanie Goodman/Gabriella's Taco Shop had been met pursuant to law. The Clerk's Office had not received any comments or objections to the application.

Daphanie Goodman addressed the Council advising of her plans and expansion of Gabriella's Taco Shop and Fresh Garden salsa.

8. **Update, followed by questions and answers, regarding Yavapai College in the Verde Valley from Ruth Wicks and Bob Oliphant, proponents of Verde Valley Community College. Staff Resource: Councilor Carol German**

Councilor German introduced Ruth Wicks and Bob Oliphant. Ms. Wicks addressed the Mayor and Council and thanked the Council for their genuine concerns to enhance and encourage continuing education in

the Verde Valley. Ms. Wicks advised that the College Advisory Board met this morning and there are new (certification) programs proposed for next year with classes being scheduled at the Camp Verde and Mingus Union High School Campuses. A culinary certification program at Camp Verde HS and a welding certification program at Mingus Union HS. Mr. Oliphant addressed the council giving a historical over-view of Yavapai College and its path to where it is now with the administrative control and vast majority of services being offered in Prescott, and the current interest and development in re-structuring a Verde Valley based college. Currently some expansion in career and educational programs are scheduled in the Verde Valley, unfortunately, the College is run like a private corporation, with all control being centralized in Prescott and the Verde Valley Community is not extended a vote or opinion in approving the budget/expenditures or the designation of any class schedules. Ms. Wicks advised that the Verde Valley Citizens Advocates (Community College committee) have a vision of a Verde Valley based College to meet the needs in the Verde Valley Communities, not just the Prescott area. Ms. Wicks also stated that the taxpayers have, and continue to, financially support Yavapai College, and the College has led the taxpayers to believe that the College is underfunded and struggling financially, when in fact, the College is experiencing a 28 million dollar surplus, yet they are not willing to expand in the Verde Valley.

**Public Comment:** Linda Buchanan thanked Ms. Wicks and Mr. Oliphant for their diligence and continuing efforts in supporting higher education, and she supports the need for expanding career and technology education. Ms. Buchanan stated the sources for information provided to the council was not disclosed by the Verde Valley Citizens Advocates and could not be verified, and she did not believe that the Verde Valley Citizens Advocates and the information being provided to the Council was transparent. Ms. Buchanan stated an objection to an administrative college being based in the Verde Valley, as Yavapai College currently provides what is needed for the Camp Verde High School students that want to attend college and the distance/travel time to the campus in Prescott is the same as it is to Clarkdale. Additionally, many students that choose to go to college want to be away from home. The Prescott campus has student housing and allows the students the freedom and adventure of living away from home while attending college, yet they are less than an hour away from home.

9. **Discussion, consideration and possible approval to submit two (2) Library Services and Technology (LSTA) Grants to the Arizona State Library, Archives and Public Records. There is no matching funds required for these grants.** Staff Resource: Kathy Hellman

On a motion by Councilor German, seconded by Vice Mayor Baker, the council unanimously voted to direct staff to submit the grants as written by Dianna Manassy.

Library Director Kathy Hellman introduced Dianna Manassy. Ms. Manassy advised the Mayor and Council that she had written grants to be submitted for new programs, particularly children's reading programs, for the library, which will be implemented even before the new library is completed and expansion in the new library with hopes of incorporating the Camp Verde Schools participation. Additionally, the library will be offering classes and programs to assist high school students in preparing and submitting grants for college. These classes/programs will be publicized and posted. The Council thanked Ms. Manassy.

10. **Discussion, consideration and possible approval of appointment of Ed Lee as Camp Verde's Citizen Liaison to the OLLI (Osher Lifelong Learning Institute) project.**

On a motion by Councilor German, seconded by Councilor George, the council unanimously voted to appoint Ed Lee as Camp Verde's Citizen Liaison to the OLLI project.

Ed Lee addressed the Council stating his excitement and support of the OLLI project. The OLLI project currently will be using Town facilities and space, and will expand into the new library when the facility is completed.

11. **Discussion, consideration, and possible direction to staff relative to proposed legislation by the 52nd State Legislature during its 1<sup>st</sup> Regular Session that convened on January 12, 2015.** Staff Resource:

Camp Verde Marshall Nancy Gardner provided a packet/handout to the Council regarding the proposed legislation with respect to concealed weapons, stating the legislation, if passed, would have a huge financial impact on the Town in providing required security. Marshall Gardner stated she would keep the Council informed of the legislative progress.

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

**Tom Pitts** addressed the Mayor and Council opposing the legislature's actions, stating the legislators are not taking into consideration the financial impact they are imposing on counties and towns with their actions, specifically with respect to the weapons/firearms bill. Further, he believed the legislature wants to be in recess by April 2, 2015, and therefore are not spending the time needed to fully read and understand the legislation they are enacting and the trickle-down effect they will cause.

13. **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.

Councilor George advised that he attended the groundbreaking ceremony for the Verde Valley Medical Center. Mayor German, Vice Mayor Baker and Councilor Jones also attended.

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.

None.

15. **Adjournment**

On a **motion** by Vice Mayor Baker, seconded by Councilor Jones, the council unanimously voted to adjourn at 7:41 p.m.

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Charles German, Mayor

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Lynn Riordan, 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 March 18, 2015. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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Virginia Jones, Interim Town Clerk

**DRAFT MINUTES  
WORK SESSION  
MAYOR AND COUNCIL  
473 S. MAIN STREET, SUITE 106  
FRIDAY, MARCH 27<sup>TH</sup> AT 8:30 A.M.**

Minutes are a summary of the discussion. They are not verbatim.  
Public input is placed after Council discussion to facilitate future research.

Note: Council member(s) may attend Council Sessions either in person or by telephone, video, or internet conferencing.

1. **Call to Order**

Mayor German called the meeting to order at 8:30 am

2. **Roll Call**

Mayor German, Vice Mayor Baker, Councilors Robin Whatley, Bruce George, Brad Gordon, Jessie Jones and Carol German were present.

Also present were Manager Russ Martin and Administrative Assistant Barbie Bridge.

3. **Pledge of Allegiance**

Councilor Bruce George led the pledge.

4. **Discussion, consideration, update, review and possible direction to staff regarding Town Policies, included but not limited to Agenda Guidelines, Council-Committee Procedures, Records Management and Special Events. Council may give direction to staff regarding any of the Towns policies. Staff Resource: Russ Martin**

Manager Russ Martin addressed the memo of the investigation results. Vice Mayor Baker requested a list of findings with bullet points to be present to look at.

Martin stated one of today's issue is to address the council policy, procedures and rules. Items that all Council can agree on as a team and that would help staff understand better what is expected. Russ stated he needs council feedback directly, each may have a different interpretations of the rules. The attorney and Russ went through and Russ' goal is for council to come together on these rules.

Mayor German said there are some items he feels he's not clear on and would like to clear them up with council through discussions. Mayor German also brought up the lateness of Vice Mayor Bakers request for a bulleted document from the findings. Vice Mayor Baker stated she intended to send it on Tuesday but didn't make it until Thursday afternoon.

Martin handed out a document stating he intended his document to be a study guide only, this is a work session and sometimes items come in late. Timing was not as bad as making sure everyone had the same information.

Section 4.1C3 & 4.4A: Meetings and agendas. Martin gave a brief rundown of the staff process. Martin recommended amending the timeframe for all documents to be in by noon on Wednesday, one week prior to the regular Wednesday meeting.

In a discussion on how green sheets can be used to add late items and moving the deadline forward a few days may help to cut down on the use of green sheets. Councilor Gordon stated he has no problem with green sheets, if its information we need it's really not a problem.

Councilor Jones said green sheets can be a tool to move an item if need be because of new information. We need to remember our agenda says possible approval, we don't need to make a decision that night.

Martin introduced the next item for discussion, Section 12-Council and Staff relations:

12.1 is in reference to town code attempting to be clear as to what they mean by going through the manager. Formalize the definition for formal. What is outside the procedure?

Martin said maybe a simple cover sheet to all council letting them all know what the other council is looking at so they have the option to look at it if they so choose.

Councilor George, Doesn't want a cover sheet to go out to all council if he's just asking questions, only if he intends to bring it up to council. Mayor German agreed with councilor George. Councilor Whatley liked the cover sheet idea. Councilor Gordon wanted to know who decides what's important and what's not, he suggest a sheet saying this is what other councilors have requested to looked at. Councilor Jessie likes the form idea. Baker said the form should be easy and efficient for staff to distribute. Councilor George said he liked the form idea after all. Councilor Gordon also stated inquiries should never be about personnel matters, all personnel matters should go through the manager, Mayor German agreed.

Section 13.3F Communication to Council: Martin suggested to add language that clearly states that the mail sent to the Town of Camp Verde is the property of the Town and is subject to the Public Records Act, even if it is addressed to an individual. He also suggested to add the words "germane to all" so it's clear that the mail Town Council receives will be treated as such and copied to all. Whatley agreed, if it comes to one council member it goes to all. Gordon stated, as an elected official we have no expectation of privacy. Even if you receive it at home and it relates to town business it's still a public document. Whatley reminded everyone that personal e-mails are also subject to review. Mayor German agreed, stating if you answer an e-mail as a council member it needs to be forwarded to the clerk or at least preserve it.

Section 15.3.E to 15.4.A Meeting protocol: Martin suggested we need a clear model of how to act at a meeting. The Mayor needs to continually own the head of the conversation. He suggests taking the formal conduct and use it as a model on how you act at meetings.

Mayor German said it's easier to run a meeting when questions are directed to the chair.

Gordon, Baker and the Mayor discussed filling out cards for the public to speak and stated that was tried many years ago and the Community didn't like it. Councilor German likes going to public first for discussion. The Mayor would like it to be put in policy making it clear it can be expected to stay that way. Jones said at a very formal meeting you are expected to register to speak, she does not agree with registering to speak, but if it's an agenda item then maybe it should be required. Jones also stated that maybe we could put on our agendas after each item if it will go to public input or not and maybe council could go to a countdown clock instead of a timer so speakers would not be no nervous. George would also like it to be clear on the agenda if there will be public input or not. Whatley would like it on the agenda why there would not be input. It may not be allowed due to privacy issues or it is not an appropriate item. Martin stated it is not a state law requirement to allow public input. But we could make it a policy of ours to allow it. There was discussion on making it clear that once the public has spoken on a topic for 3 minutes they will not be allowed to get up and speak for another 3 minutes after others have gone. Martin stated he wanted direction from council for clarity on any changes they want. All council agreed they need the appropriate tools to support the mayor and run a clean meeting.

Section 15.5.B: Martin has suggested that Council remove "without the consent of the town manager" in reference to speaking with staff. Council doesn't need consent to speak to staff nor should council be giving any direction to staff. That should always come from the Manager. The Mayor agreed suggesting we make sure other sections are compatible and don't counter each other. Councilor German agreed, the Manager should be the only one giving direction to staff.

Topic 15.10: Enforcement and Ethics Policy. Martin suggested removing ethics and make it just enforcement. It caused confusion and the word enforcement reflects it will enforce the entire policy. Councilor German agreed stating our policies cover conduct and section enforces the ethics code.

Gordon referred back to section 15.5 through 8 stating he would like to see council limit their requests to staff unless it is extremely important and be mindful of staff's time. He also suggested that all requests go through the Manager and let him decide if it's a valid request.

5. Adjournment

On a motion by Baker and seconded by Jones the meeting adjourned at 10:19 am.

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Charles German, Mayor

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Barbie Bridge, 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 March 27, 2015. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015 .

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Virginia Jones, Town Clerk



**Agenda Item Submission Form – Section I**

**Meeting Date: April 1, 2015**

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

**Requesting Department:** Economic Development

**Staff Resource/Contact Person:** Steve Ayers

**Agenda Title (be exact):** Approve an MOU between the Town of Camp Verde and Camp Verde Promotions for the planning and successful execution of the Spring Heritage Pecan and Wine Festival, Cornfest and Fort Vere Days

**List Attached Documents:** 1) Copy of MOU, 2) Copy of CVP Certificate of Liability Insurance

**Estimated Presentation Time:** none

**Estimated Discussion Time:** none

**Reviews Completed by:**

- Department Head:                       Town Attorney Comments:

Finance Review:  Budgeted     Unbudgeted     N/A

Finance Director Comments/Fund:

**Fiscal Impact:** none

**Budget Code:** \_\_\_\_\_ **Amount Remaining:** \_\_\_\_\_

**Comments:**

**Background Information:** At the January 21 Town Council meeting the council voted unanimously to approve the proposed Memorandum of Understanding between the Town of Camp Verde and Camp Verde Promotions, pending a review of the insurance clauses within the agreement. Those reviews have been completed and the necessary changes made following discussions with the Municipal Risk Pool and the Town Attorney. The MOU that spells out the relationship between the Town and CVP regarding the planning and execution of Camp Verde's three major special events, specifically the Spring Heritage Pecan and Wine Festival, Cornfest and Fort Verde Days.

**Recommended Action (Motion):** Approve the Memorandum of Understanding as written between the Town of camp Verde and Camp Verde Promotions covering the planning and execution of Camp Verde's three major special events, specifically the Spring Heritage Pecan and Wine Festival, Cornfest and Fort Verde Days.

**Instructions to the Clerk:** none

**Memorandum of Understanding  
between  
CAMP VERDE PROMOTIONS  
and  
THE TOWN OF CAMP VERDE**

The parties to this agreement are CAMP VERDE PROMOTIONS, “CVP” and the TOWN OF CAMP VERDE, “the Town”.

Camp Verde Promotions and the Town of Camp Verde, for their mutual benefit enter into this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

**PURPOSE**

The purpose of this MOU is to articulate the working agreement and responsibilities between CVP and the Town in regards to the planning, organizing and managing of Camp Verde three major special events—Spring Heritage Pecan and Wine Festival, Cornfest and Fort Verde Days.

**BACKGROUND**

Camp Verde Promotions, a 501(c)(4) organization in good standing, was organized in 2008 to plan and carry out Camp Verde’s annual Cornfest and Fort Verde Days. Until 2013, they did so with a team of volunteers and funding derived of donations, fees and fundraising. In July 2013, the Common Council of the Town of Camp Verde, seeing a need to provide assistance and develop a sustainable model for future special events allocated both staff time and funding. The arrangement proved successful and in March 2014 CVP, the Town and their partners took over the Pecan and Wine Festival, an event that had been around since 2001, rebranding it as the Spring Heritage Pecan and Wine Festival. In 2014, the Town Council gave their blessing to developing a more permanent arrangement with CVP that included waiving all fees previously charged to CVP.

**STATEMENT OF MUTUAL INTEREST AND BENEFITS**

The Town of Camp Verde has an economic interest in developing an effective tourism and marketing program. It also has an obligation to its residents in preserving, interpreting and promoting its cultural heritage. Robust and successful special events fulfill these goals. When the Town of Camp Verde withdrew from its role as planner promoter and manager of its special events in 2008, Camp Verde Promotions was organized as an IRS recognized 501(c) (4). As a 501(c) (4) Social Welfare Organization it must “operate primarily to further the common good and general welfare of the people of the community,” a goal that is satisfied by the organization’s commitment to carrying out special events.

**IN CONSIDERATION OF THE ABOVE, THE PARTIES AGREE AS FOLLOWS**

**The Town will:**

- 1) waive all facility fees, electrical fees and special event sponsorship fees
- 2) coordinate with CVP to prepare an annual budget for the events including the prioritizing of expenditures related to special events. That budget item will be expended in coordination with CVP. The Town will have final authority in all expenditures from the "Special Events" budget item in the Town's General Fund
- 3) provide staff as agreed to assist CVP in the successful execution of special events
- 4) maintain the website <http://www.campverdepromotions.org>
- 5) work in concert with CVP and negotiate in good faith any issues not specifically addressed in the MOU

**CVP will:**

- 1) be the recognized planning organization, responsible for coordinating all elements and all partners of the event
- 2) provide an itemized list to the Town of all vendors attending the events for reporting to the AZ Department of Revenue
- 3) work in concert with the Town and negotiate in good faith any issues not specifically addressed in the MOU
- 4) will be responsible for providing the Town with the content for the CVP website

**Insurance Requirements:**

CVP shall (as per the Town's Risk Management policy requirements) procure and maintain at their own expense (see attached Certificate example):

- 1) Commercial general liability insurance with minimum limits in the amount of \$1,000,000 per occurrence/\$2,000,000 per Aggregate. In the Description of Operations box of the Certificate: a.) Name the Town as additionally insured; and 2) list the event dates including set up and clean-up or indicate for all events on Town premises. (The statement 'for all events on Town premises' is only relative to events CVP sponsors).
- 2) Liquor Liability Insurance with minimum limits in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, if alcoholic beverages are sold (per Council motion February 2009).
- 3) Provide the corresponding endorsement relative to the Town (as certificate holder) being named as additionally insured.

The Town Manager or his designee (e.g. the Risk Manager) reserves the right to make the final decision to waive, increase or decrease insurance requirements depending on the risks/exposures for either sponsors or the vendors to protect the Town's best interest.

**TOWN: CAMP VERDE, ARIZONA**

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CHARLIE GERMAN, MAYOR

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RUSS MARTIN, TOWN MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN ATTORNEY

ATTEST:

\_\_\_\_\_  
VIRGINIA JONES, TOWN CLERK

**CAMP VERDE PROMOTIONS:**

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>SADLER &amp; COMPANY, INC.</b> PO BOX 5888 COLUMBIA, SC 29260-5888 (800) 622-7370	<b>CONTACT NAME:</b> PHONE (AG No. Ext): (800) 622-7370      FAX (AG No.): (803) 268-4017 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:</b>  <b>Camp Verde Promotions</b> PO Box 1970 Camp Verde, AZ 86322	<b>INSURER A:</b> United States Fire Insurance      NAIC #: 21113	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** USS25137B      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAMPMADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		SRPG-101-0414	05/09/2014 12:01 AM	05/09/2015 12:01 AM	<b>GENERAL AGGREGATE</b> \$2,000,000.00 <b>PRODUCTS - COMPROP AGG</b> \$2,000,000.00 <b>PERSONAL &amp; ADV INJURY</b> \$1,000,000.00 <b>EACH OCCURRENCE</b> \$1,000,000.00 <b>FIRE DAMAGE (Any one fire)</b> \$300,000.00 <b>MED EXP (Any one person)</b> \$5,000.00
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTO <input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAMPMADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<b>EACH OCCURRENCE</b> \$ <b>AGGREGATE</b> \$
A	Liquor Liability	X		SRPL-101-0414/ USL302182	05/09/2014 12:01 AM	05/09/2016 12:01 AM	<b>EACH OCCURRENCE</b> \$1,000,000.00 <b>GENERAL AGGREGATE</b> \$2,000,000.00

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The certificate holder is added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.  
Special Event

<b>CERTIFICATE HOLDER</b>  Town of Camp Verde 473 South Main Street Camp Verde, AZ 86322	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Francis L. Dean
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

Policy Number: SRPG-101-0414/USS251376

Insured: Camp Verde Promotions

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
Town of Camp Verde 473 South Main Street Camp Verde, AZ 86322
Information required to complete this Schedule, if not shown above will be shown in the Declarations.

Section II - WHO IS AN INSURED is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions of the acts or omissions of those acting on your behalf.

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

A.D



Town of Camp Verde

**Agenda Item Submission Form – Section I**

**Meeting Date:** April 1, 2015

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

**Requesting Department:** Economic Development

**Staff Resource/Contact Person:** Steve Ayers

**Agenda Title (be exact):** Approval of contract for \$46,950 with Merrick & Co., dba McLaughlin Whitewater Design Group, for engineering, technical data, sketches and initial draft of improvements related to a River Recreation Master Plan for the Town of Camp Verde

**List Attached Documents:** Copy of proposed contract

**Estimated Presentation Time:** none

**Estimated Discussion Time:** none

**Reviews Completed by:**

- Department Head:                       Town Attorney Comments:

Finance Review:  Budgeted     Unbudgeted     N/A

Finance Director Comments/Fund:

**Fiscal Impact:**

**Budget Code:** \_\_\_\_\_ **Amount Remaining:** \_\_\_\_\_

**Comments:**

**Background Information:** The Town of Camp Verde received a river recreation master planning grant from the Walton Family Foundation in the amount of \$50,000 in 2014. The attached contract with McLaughlin Whitewater Design Group covers the technical and engineering work necessary to plan for possible amenities the public may request as part of the planning process. The grant from the Walton Family Foundation will cover the cost of Phase 1: Development of Working Documents and Phase 2: Development of Initial Draft of Improvements. Completion of Phase 3: Finalization of the Plan and Presentation, is dependent on additional funding.

**Recommended Action (Motion):** Approve the contract with Merrick & Co., dba McLaughlin Whitewater Design Group, for engineering, technical data, sketches and initial draft of improvements related to a River Recreation Master Plan for the Town of Camp Verde



3/11/2015

Steve Ayers  
Economic Development Director  
Town of Camp Verde  
395 S. Main Street  
Camp Verde, AZ 86322

**RE: Proposal for Planning of Recreational River Improvements for  
The Town of Camp Verde River Recreation Management Plan**

Dear Mr. Ayers,

The following proposal is submitted by McLaughlin Whitewater Design Group (MWDG) to furnish professional services to the Town of Camp Verde (Client) for planning of recreational river improvements. With your acceptance, this will be considered a contract to accomplish the work as described.

***Background***

The Town of Camp Verde and various stakeholders are planning to enhance access to the Verde River, Beaver Creek, and Clear Creek within corporate limits of the Town of Camp Verde. In addition, recreational improvements within the Verde River are proposed to increase river recreation use by boaters. These improvements would create a paddle trail through all or a portion of the 17 mile reach of the Verde River running through the Town. They could also create localized recreational attractions for paddlers and other in-river recreationalists.

The National Park Service under the Rivers, Trails, and Conservation Assistance Program (RTCA) will be leading a public involvement effort which will include defining the Project vision and goals. This wide-ranging effort will include the corridors of the Verde River, Beaver Creek, and Clear Creek.

The focus of our effort is on improvements within the river bed and along or immediately adjacent to the river banks of the Verde River. There has been general planning of trails throughout the community and coordination rather than "re-visiting" these is the bases of this effort. Likewise, coordinating with proposed or current plans of development along the river corridor, such as near Rezzonico Park, will also be key in this scope of work.

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Agriculture relies heavily on irrigation water from the Verde River. Extensive irrigation infrastructure, such as, diversion dams, head gates, canals/ditches, and returns exist on the river. Several diversion dams are not currently passable by river recreationists or fish and some have been identified for possible modification to accommodate both boat and fish passage. The Nature Conservancy is currently conducting a cursory investigation and coordination with this effort is essential within this planning effort. Additionally, continuing efforts to keep flows in the Verde River (rather than bypassed around reaches of the Verde River through irrigation canals) is being undertaken by diverters and the Nature Conservancy.

Improvements to be included in this planning effort comprise of:

#### **In-River Features**

- Boatable Drops
- Bank stabilization which involves recreational components
- Improvements to improve navigability at low flows.

#### **Access**

- Ingress/Egress facilities to the water (put-ins and take-outs)
- Portage paths

#### ***Scope of Work***

The scope of work will entail the technical aspects and (optionally) providing interpretive sketches and renderings in support for the Work Group's efforts in developing the planning document. Specifically effort include:

#### **Develop Working Documents**

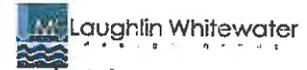
1. Create base mapping along the Verde River from Yavapai County GIS sources.
2. Run existing hydraulic modeling (from County) to develop approximate gradients of the river reaches for recreational purposes.
3. Incorporate/show existing and Proposed trails in vicinity of the Verde River
4. Include/identify related parks and adjacent developments that may impact the planning. (Rezzonico Park, Shield Ranch, etc.)
5. Include/identify in-river features, bridges, diversions, diversion returns, and rapids.
6. Review existing available hydrologic gage data and diversion flows. Produce summary curves as data allows.

#### **Deliverables**

7. Draft set of plan views (11x17)
8. Technical memorandum which summarizes efforts

#### **Develop Initial Draft of Improvements**

1. Field evaluation of river reaches, review identified focal points/improvement, and identify other improvements or sites that look promising.
2. Develop initial schematic layout of improvements



3. Work with Stakeholders to prioritize improvements
4. Select four improvements for further development to produce sketches
5. Support efforts led by the RTCA in defining the Project vision and goals.
6. Attend and participate in on-site Workshop

**Deliverables:**

7. Four sketches of specific proposed improvements
8. Draft set of Plan Views with Proposed Improvements shown
9. Technical Memorandum with results of Workshop

**Finalize Plan and Present**

1. Refine update improvements
2. Feasibility-level costing of improvements
3. Update Plan
4. Present Plan

**Deliverables:**

5. Report including previous technical memorandums and sketches
6. Plan Views with Proposed Improvements

**Compensation**

MCLAUGHLIN WHITEWATER DESIGN GROUP shall work on an hourly and expense basis at rates shown in Attachment E. The cost for all services and deliverables required under this Letter Agreement shall not exceed \$70,000 without prior written approval of the Client. The not-to-exceed fee is based upon the following Project Budget Worksheet with estimated hours allotted to complete the project.

Project Budget Worksheet									
Planning of Recreational River Improvements for The Town of Camp Verde River Recreation Management Plan									
Jan-15 ESTIMATED HOURS									
Tasks	McLaughlin Whitewater Design Group						company total 100%	Extended Task	Subtotal Cost
	Senior P.M. \$175	Design Engineer \$90	Senior CADD Tech \$105	Landscape Architect \$90	Clerical \$75	Expenses			
	168.0	234.0	106.0	34.0	20.0	\$5,400	\$70,675	\$70,675	\$70,675
<b>1 Develop Working Documents</b>									
1.01 Create base mapping	3	8	8				2,085.00	\$2,085	\$15,255
1.02 Run existing hydraulics	2	20	12				3,410.00	\$3,410	
1.03 Incorporate/show trails	1	6	6				1,345.00	\$1,345	
1.04 Include/identify related parks and adj. developments	3	2	6				1,335.00	\$1,335	
1.05 Include/identify in-river features	1	8	8				1,735.00	\$1,735	
1.06 Hydrology	2	14			4		1,910.00	\$1,910	
<b>Deliverables:</b>									

M:\CONTRACTS AND RISK MANAGEMENT\CAM\CLIENT\AGR-PRO-SERVICES  
 Updated: April 3, 2013  
 Revision 12

1.07 Draft set of plan views (11x17)	2	6	12			2,150.00	\$2,150	
1.08 Technical Memorandum	4	4			3	1,285.00	\$1,285	
<b>2 Develop Initial Draft of Improvements</b>								\$31,695
2.01 Field evaluation	24	24				2,400	8,760.00	\$8,760
2.02 Develop initial schematic layout of improvements	12	30					4,800.00	\$4,800
2.03 Work with Stakeholders to prioritize improvements	4	4					1,060.00	\$1,060
2.04 Layout of approximately 4 areas	4	12					1,780.00	\$1,780
2.05 Support efforts led by the RTCA	6	4					1,410.00	\$1,410
2.06 Attend and participate in on-site Workshop	24	6				1,200	5,940.00	\$5,940
Deliverables:								
2.07 Sketches & Participation at Workshop (OPTIONAL)				24		650	2,960.00	\$2,960
2.08 Draft set of Plan Views with Proposed Improvements shown	4	12	20				3,880.00	\$3,880
2.09 Technical Memorandum with results of Workshop	4	2			3		1,105.00	\$1,105
<b>3 Finalize Plan and Present</b>								
3.01 Refine/update improvements	12	24	8				5,100.00	\$5,100
3.02 Feasibility-level costing of improvements	8	10	6				2,930.00	\$2,930
3.03 Update Plan	6	12		10			3,030.00	\$3,030
3.04 Present Plan	16					1,000	3,800.00	\$3,800
Deliverables:								
3.05 Report	8	12			4		2,780.00	\$2,780
3.06 Final Drawings with Proposed Improvements	1	2	20				2,455.00	\$2,455
<b>4 Teleconference Meetings with Work Group (6)</b>	12	12			6		3,630.00	\$3,630

The above proposal with attached Client Agreement for Professional Services constitutes this Agreement and is accepted and MCLAUGHLIN WHITEWATER DESIGN GROUP is authorized to proceed

**Additional Services**

Services outside the Scope of Work noted above shall be compensated as Additional Services. Consultant shall not undertake any services or incur expenses on tasks he deems to be outside the designated Scope of Work without prior written authorization by the Client. Unless otherwise agreed or negotiated Additional Services shall be negotiated on a lump-sum or hourly basis.

**Schedule**

MWDG will complete services within 8 months of the date of execution. The first Task – Develop Working Drawings will be substantially completed within 1 month.

This Letter Agreement is subject to termination pursuant to A.R.S. §38-511.

**IN WITNESS WHEREOF**, the parties execute this Agreement as of the effective date first written above.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Merrick & Company, a  
Colorado corporation dba McLaughlin  
Whitewater Design Group, Ltd.**

Signature

Ronald E. Dvorak  
Signature

Name

RONALD E. DVORAK  
Name

Title

PRINCIPAL, SENIOR PROJECT MGR.  
Title

Attachments: Client Agreement for Professional Services

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**CLIENT  
AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

**Between**

**Merrick & Company  
dba McLaughlin Whitewater Design Group**

**and**

**The Town of Camp Verde**

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- A - Statement of Services, Project Schedule, Deliverables & Additional Services
- B - Schedule of Payment
- C - Additional Client Responsibilities
- D - Insurance
- E - Rate Schedule

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## C l i e n t   A g r e e m e n t   f o r   P r o f e s s i o n a l   S e r v i c e s

This Client Agreement for Professional Services ("Agreement") is made by and between Merrick & Company, a Colorado corporation dba McLaughlin Whitewater Design Group ("Merrick") and the Town of Camp Verde, a political subdivision ("Client"), effective (fill in date).

Where referred to below, the "Proposal" includes all information, scope of services, fees, etc. included above the Signature Block.

Client desires to obtain professional services for the "Project" in the Scope of Services included in the Proposal and as supplemented in Attachment A ("Statement of Services, Project Schedule, Deliverables & Additional Services"), and the parties wish to set forth the terms and conditions for performance of these services.

NOW THEREFORE, for and in consideration of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **Article 1 - Merrick's Services and Personnel**

1.1 Merrick agrees to perform the services described above in the Scope of Services in the Proposal and as supplemented in Attachment A ("Statement of Services, Project Schedule, Deliverables & Additional Services"). Upon notification to proceed, Merrick shall promptly commence and diligently continue the services to completion in compliance with Attachment A, subject to the other terms and conditions of this Agreement.

1.2 Merrick's services shall be performed in a manner consistent with the care and skill ordinarily exercised by professionals practicing in the same locality and specialty under the same or similar conditions, subject to site conditions and time limits and financial and physical constraints imposed by Client. Merrick makes no warranties or guaranties, either express or implied, of any kind, nature or type whatsoever (including those of condition, merchantability, suitability and fitness for a particular purpose or use) regarding the services. Merrick expressly disclaims all such warranties or guaranties. The foregoing is collectively referred to as the "Standard of Care."

1.3 Merrick shall endeavor to follow and comply with applicable law. Merrick shall be responsible for completeness and accuracy of its services and shall correct its errors or omissions at its own expense. Should Client become aware of errors or omissions in the services or should Client otherwise become dissatisfied with the services, Client shall give prompt written notice to Merrick so that Merrick may take measures to minimize the consequences of such condition, and thereafter allow a reasonable time for correction by Merrick.

1.4 Warranties for machinery, equipment, and the like procured or furnished by Merrick shall be limited to those provided by the suppliers or manufacturers.

1.5 Merrick shall promptly pay, when due, taxes, excises, license fees directly applicable and chargeable to the services it performs under this Agreement. Merrick shall take out and keep current applicable licenses required to perform the services.

1.6 Client and Merrick agree to work together, and with other members of the project team, on the basis of trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. Client shall endeavor to promote harmony and cooperation among Client, Merrick, and other members of the project team.

1.7 Merrick is an equal opportunity employer and is a federal contractor. Consequently, the parties agree that, to the extent applicable, they will comply with Executive Order 11246 (60-1.4 a-f), the Vietnam Era Veterans Readjustment Assistance Act of 1974 (60-300.5 a-d), the Vocational Rehabilitation Act of 1973 (60-741.5 a-d) and other laws applicable to federal contractors.

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**Article 2 - Compensation**

2.1 Client shall pay Merrick for its basic services as provided in **Attachment B ("Schedule of Payment")**. If changes to the scope of services or additional services cause an increase or decrease in Merrick's services, an equitable adjustment shall be made to Merrick's compensation under Article 3 and this Agreement shall be modified in writing accordingly.

**Article 3 - Changes to Scope of Work, Suspension**

3.1 A partial itemization of additional services available is set forth in **Attachment C**. Client may request that Merrick perform these and other additional services or make changes to the scope of services. Such changes or additions may include the work required to evaluate such a request. Except where time is of the essence (in which case changes or additions may be authorized verbally and later confirmed in writing), Merrick and Client shall agree in writing to the exact nature of the change or addition prior to its implementation. This writing, when signed by both parties, shall constitute an authorization for changes or additions and shall contain a description of the services, the commencement date and expected completion date for the services, and any special conditions applicable to the services.

3.2 If changes or additions cause an increase or decrease in Merrick's services, the parties shall in good faith attempt to reach a written agreement adjusting Merrick's compensation in an equitable manner. If such an equitable adjustment cannot be reached, Merrick shall perform such services on a Cost Plus basis. In this event, Merrick shall keep an accurate record of its services, supported by time sheets, invoices and other documentation reasonably requested by Client. Merrick shall accurately substantiate costs in a clear and precise manner. If Client is current in its obligations under this Agreement, Merrick's profit mark-up shall be ten percent (10%) for services performed on a Cost Plus basis.

3.3 Client may at any time, by written notice to Merrick, suspend further performance of Merrick's services. Upon receiving notice of suspension, Merrick shall promptly suspend performance of the services to the extent specified. During the period of a suspension, Merrick shall care for and protect its services in progress. For a period of ninety (90) days, consecutive or in the aggregate, Client may withdraw the suspension of performance of the services as to all or part of the suspended services by written notice to Merrick specifying the effective date and scope of withdrawal. Merrick shall then resume performance of the services for which the suspension was withdrawn.

3.4 An equitable adjustment shall be made to Merrick's compensation under Attachment B and to any scheduling or deliverable dates justified by the suspension or withdrawal of suspension, and this Agreement shall be modified in writing accordingly.

3.5 If Merrick disagrees with a request by Client for a noncompensible correction of defects or errors or omissions in the services, then in addition to or in lieu of the other provisions of this Agreement, Merrick may invoice Client for additional compensation in performing the services to the extent that Merrick and the Client agree.

**Article 4 - Technical and Contractual Representatives**

4.1 Authorized representatives of Client and Merrick are:

<b>Client:</b>	<b>Merrick &amp; Company:</b>
Technical: _____	Technical: Richard McLaughlin _____
Contractual: _____	Contractual: <u>Carter E. Boardman</u>

4.2 Modifications or amendments required or permitted under this Agreement should be made by the Contractual Representatives, and technical directions and communications concerning the services should be made by the Technical Representatives. Change of an authorized representative should be made in writing but may be effected by course of conduct without writing.

**Article 5 - Client Responsibilities**

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5.1 Client's representatives as identified in Article 4 above shall have, respectively, authority to act for Client in all things pertaining to this Agreement including, without limitation, authority to make changes to the scope of services or request additional services or suspend services, authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to Merrick's services, and to make decisions on Client's behalf when requested to do so by Merrick.

5.2 Client shall cooperate with Merrick in all aspects of the Project and shall provide information and criteria of Client's requirements for the Project, including objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any time or budgetary limitations. Client shall provide access to the project site, furnish copies of specifications and standards which it will require to be included in the services, and shall examine and respond promptly to Merrick's submissions. Client shall consult with Merrick on a regular basis concerning the timeliness, cost and adequacy of services during the phases of scheduled work and the work progress dates and promptly furnish to Merrick written notice of any noncompliance therewith. Client agrees to properly and adequately scope, insure the Client's risk on the Project.

5.3 Merrick shall not be responsible for taking precautions for protection of the work or safety of the public through or around the Project operations and Merrick shall not be responsible for the means, methods, techniques, sequencing or procedures of the work of others. Additional responsibilities of Client may be specified in **Attachment C ("Client Responsibilities")**.

#### **Article 6 - Records, Audit and Documents**

6.1 Merrick shall maintain records of performance under this Agreement and make them available for inspection and for audit (if the payment provisions herein are of a type capable of audit) by Client at all reasonable times during the course of services and for a period of two (2) years after performance of services. Audits shall be conducted in accordance with generally accepted auditing principles consistently applied.

6.2 Designs, drawings, calculations, specifications, Electronic Data (defined in Attachment A) and similar services, in either electronic or hard copy form, prepared by Merrick and its subcontractors are instruments of service, not products or goods, for use solely on the Project ("**Instruments of Service**"). Merrick and its subcontractors, as authors and owners of their respective Instruments of Service, retain all common law, statutory and other reserved rights, including copyrights. Distribution of Instruments of Service for regulatory or other Project purposes is not a publication in derogation of the reserved rights.

6.3 Upon execution of this Agreement and so long as Client is not in default of its obligations to Merrick, Merrick grants Client a nonexclusive license to reproduce all finished Instruments of Service solely for use on the Project (the "**License**"), subject to the following: (a) if Client is in default of this Agreement, including instances where Merrick terminates the Agreement for nonpayment, the License is terminated without the necessity of further action on the part of the parties; (b) if Client terminates this Agreement for Merrick's default (or for Client's convenience and Client is not in default of its obligations to Merrick), the License is terminated without the necessity of further action on the part of the parties and is replaced by a nonexclusive license permitting Client, subject to the other provisions of this Agreement, to authorize properly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project. Merrick shall be awarded damages for Client's use of the Instruments of Service if it is later determined by an authority with competent jurisdiction that Merrick was not in default. Merrick retains the right to use, sell, and/or modify any databases developed and/or modified in performing its services.

6.4 The licenses granted are not assignable without Merrick's prior written consent, and no license or right is granted or implied under this Agreement, except as provided above. Use of Instruments of Service after termination of this Agreement or upon suspension or completion of the Project are at Client's risk and without liability to Merrick, and Client agrees to the extent permitted by law, to indemnify, defend and hold Merrick harmless from any and all claims, damages, losses, liabilities and expenses, including reasonable attorney fees and expert and consulting fees, arising out of or resulting from such use.

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6.5 Client, its officers and its employees shall not use Merrick's name, publish articles, give press releases, or make speeches about, or otherwise publicize in any way the results achieved or the services performed by Merrick under this Agreement, without first obtaining Merrick's written consent.

6.6 At Merrick's expense, Merrick shall defend any suits brought against Client based on a claim that the use of any design, process, apparatus, or any part, methodology, software, publication, or other proprietary right ("Proprietary Property") furnished by Merrick under this Agreement constitutes an infringement of any patent, trademark, or copyright of the United States; provided that Merrick is notified promptly in writing by Client of such a claim or contention and given the authority, information, and assistance for the defense (at Merrick's expense) thereof. Notwithstanding the foregoing, Merrick shall not be liable to Client for claims under this Article resulting from the use of Proprietary Property that is suggested for use by or on behalf of Client, or that is not developed or proposed by Merrick.

#### **Article 7 - Conflict of Interest, No Contingent Fees**

7.1 Merrick represents it has no known direct or indirect interest, which would conflict with the performance of its services under this Agreement. Except as disclosed to Client and except for the compensation to be paid hereunder, Merrick represents it has not directly or indirectly paid or agreed to pay any person or company any fee, commission, contribution, donation, gift, or any other type of consideration to solicit or secure an award of this Agreement.

#### **Article 8 - Confidential & Proprietary Information**

8.1 Merrick and Client, to the extent of their rights and abilities to do so, may exchange technical data and information reasonably required of each to perform this Agreement. It is anticipated these exchanges will include technical methods, design details, techniques and pricing data of Merrick, together with trade secrets and other confidential and proprietary information of the parties which, when marked or designated as such in writing, will be "Confidential Information."

8.2 Each party will treat as confidential all Confidential Information and except as necessary for the Project, each party agrees that under no circumstance will it make use of or disclose Confidential Information to any third party or use Confidential Information to the detriment or competitive disadvantage of the other party, except as required by law.

8.3 To the extent permitted by law, each party agrees to limit disclosure of the Confidential Information to its officers, directors, members, managers, employees and agents and then only to the extent reasonably necessary to effectuate the purposes of the Project. The party receiving Confidential Information shall take diligent precautions to see to it that those persons to whom disclosures are made keep the Confidential Information confidential.

8.4 These restrictions shall not apply to the extent Confidential Information was in the public domain at the time of the disclosure or subsequently becomes a part of the public domain through no fault of the party receiving the Confidential Information; was known to the receiving party at the time of the disclosure; was readily ascertainable from public or trade sources at the time of its disclosure; was independently developed by the receiving party without recourse to any Confidential Information provided under this Agreement; or is the subject of demand by subpoena, court or governmental order or other similar mandatory legal process in which case the party against whom the demand or request is made shall forthwith give written notice to the other party to preserve the opportunity to resist and/or respond to such process. Confidential Information retained in the unaided memories (e.g. no intentional memorization) of the receiving party's employees who have had access to Confidential Information is not subject to the foregoing.

8.5 The provisions of this Article shall survive expiration or termination of this Agreement and shall apply for a period of two (2) years thereafter. In addition to and without prejudice to its other rights and remedies, a party shall be entitled to injunctive relief upon proof of a breach or threatened breach of this Article.

#### **Article 9 - Subcontracts**

9.1 Except as provided in the Attachments, Merrick shall not subcontract any part of its services under this Agreement without first providing notice to Client. Merrick shall obligate each subcontractor of every tier to consent to compliance with all applicable provisions of this Agreement. Nothing contained in any subcontract of any tier shall create a contractual relationship between Client and any such subcontractor.

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## Article 10 - Indemnification & Risk Allocation

10.1 To the extent permitted by law, Merrick agrees to indemnify and save Client harmless from any loss, cost, or expense, including reasonable attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Merrick in connection with Merrick's professional services. To the extent permitted by law, Client agrees to indemnify and save Merrick harmless from any loss, cost, or expense, including reasonable attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Client in connection with the Project. If the negligence of both Merrick and Client is the cause of such damage or injury, the loss, cost, or expense shall be shared between Merrick and Client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion.

10.2 It is intended that performance of Merrick's services shall not subject the personnel of either party, including employees, officers, directors, members, managers and shareholders (collectively, "Personnel"), to any personal legal exposure for any risk associated with the Project. Each party agrees that any claim, demand or suit shall be made only against a party and not against any of its Personnel.

10.3 Client and Merrick agree that notwithstanding any other provision in this Agreement to the contrary (including any other provision with the same or similar limiting language), to the fullest extent permitted by law: (a) the total liability in the aggregate, of Merrick and its Personnel and independent professional associates, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever (including, without limitation, indemnity obligations, contract damages, reasonable attorney's fees and expert-witness fees) arising out of or in any way related to Merrick's services, the Project, or this Agreement, from any cause or causes whatsoever and regardless of the legal theory asserted (including, without limitation, negligence, errors, omissions, strict liability, misrepresentation, breach of contract or warranty of Merrick or its Personnel or independent professional associates, or any of them), shall not exceed the total compensation received by Merrick under this Agreement (or if separate task orders are issued, then the total compensation received by Merrick for services under the applicable task order); (b) Client and Merrick waive claims against each other: (i) for incidental, special, indirect, punitive or consequential damages arising out of or relating to this Agreement, and Merrick shall not be liable for any cost or expense that provides betterment, upgrade or enhancement of the Project; and (ii) and against the contractors, consultants and employees of the other for damages to the extent that the damages sustained by either Merrick or Client are covered by property insurance.

10.4 The provisions of this Article shall survive expiration or termination of this Agreement and shall apply to all services provided to Client by Merrick, whether within or not within the scope of services of this Agreement, except as the parties may otherwise provide in a signed writing making specific reference to this Article.

## Article 11 - Insurance

11.1 Merrick shall maintain during the term of this Agreement and, if Client is not in default hereunder, for a period of two (2) years after Merrick's services, insurance as set forth in **Attachment D (Schedule of Insurance)**.

## Article 12 - Termination

12.1 Subject to the other provisions of this Agreement, this Agreement may be terminated in whole or in part in writing by either party in the event of a substantial failure by the other party to fulfill its obligations under this Agreement. No such termination shall be effective until the other party is given not less than ten (10) days written notice of intent to terminate and an opportunity for consultation with the terminating party prior to termination.

12.2 This Agreement may be terminated in whole or in part in writing by Client for its convenience. No such termination shall be effective until Merrick is given not less than ten (10) days written notice of intent to terminate and an opportunity for consultation with Client prior to termination.

12.3 Upon receipt of a notice of termination, Merrick shall promptly discontinue all services affected (unless the notice directs otherwise). If Client is not in breach of this Agreement, Merrick shall deliver or otherwise make available to Client all finished services, subject to the terms and conditions of Article 6; provided, however, Merrick shall not be responsible for the accuracy, completeness or workability of documents prepared by Merrick if changed or completed by Client or by another party.

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12.4 Subject to the provisions of Article 2, Merrick shall be paid for its costs and services performed, less allowances for negligent services which must be corrected. If this Agreement is terminated for Client's convenience, in addition to payment for costs and services performed, Client shall pay Merrick as a termination expense ten percent of the total amount invoiced, or to be invoiced by Merrick through the effective date of termination. Merrick's final invoice to Client, which may be submitted after the effective date of termination, may calculate such sum.

12.5 This Agreement is subject to termination pursuant to A.R.S. §38-511.

### **Article 13 - Dispute Resolution**

13.1 If a claim or controversy between Client and Merrick is not resolved by the designated representatives of the parties, the chief executive officers of Merrick and Client, or a senior member of management with authority to negotiate and execute a binding settlement, shall meet within 30 days thereafter to review and discuss such claim or controversy and attempt, in good faith, to settle or resolve the matter.

13.2 Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof (whether in tort, contract, statute or otherwise), shall be resolved by binding arbitration by a single mutually agreed upon arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. If the parties are unable to agree on an arbitrator, the appointing authority shall be AAA. The arbitrator shall be knowledgeable of the professional field at issue. The decision of the arbitrator shall be rendered in writing and may include injunctive relief including specific performance. If a party disagrees with the decision of the arbitrator, within fifteen (15) days after such written decision is rendered, that the party may request a rehearing before the same arbitrator. Such rehearing shall be granted as a matter of right, but shall not last more than two (2) hours unless extended by the arbitrator. The arbitrator may, in his discretion, modify his decision, or grant a new hearing.

13.3 The arbitration may be conducted even if the arbitration body does not have jurisdiction over a necessary party (other than a party to this Agreement). The location of any arbitration shall be mutually agreed upon by the parties. If the parties cannot agree, the arbitration shall be in Denver, Colorado. An award of the arbitrator may be entered in any court of competent jurisdiction.

13.4 If a party seeks temporary injunctive relief, it may apply to a court of competent jurisdiction for such relief notwithstanding this arbitration provision, but such injunctive relief shall be terminated by the arbitration order if not sooner terminated by the court ordering such relief.

### **Article 14 - General**

14.1 **Governing Law & Costs.** This Agreement shall be governed by the laws of the State of Arizona without reference to conflict of law principles, if any. In the event of an action to enforce the terms and conditions of this Agreement or of any of the rights or obligations arising from this Agreement, the prevailing party shall be awarded the costs of such action, including reasonable attorney fees and expert witness and consulting fees.

14.2 **Entire Agreement, Amendments.** This Agreement sets forth the entire agreement of the parties, supersedes all prior negotiations and understandings, and governs any services by Merrick prior to execution of this Agreement. Except as otherwise expressly provided in this Agreement, this Agreement may be modified or amended only upon the signed written agreement of both parties. Merrick shall not be required to execute any documents subsequent to the signing of this Agreement that increase Merrick's contractual or legal obligations or risks, or jeopardize the availability of or increase

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the cost of its insurance, and Client shall make no request of Merrick that would be contrary to Merrick's professional responsibilities. Merrick and Client have each read and fully understand the terms of this Agreement, each has had the opportunity to have it reviewed by counsel, and this Agreement shall be construed evenly and not against or in favor of a party in the event of an ambiguity.

14.3 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable by an authority with competent jurisdiction, the remainder of this Agreement shall be unaffected and enforceable, and there shall be deemed substituted for the affected provision a valid and enforceable provision as similar as possible to the affected provision.

14.4 **Assignment.** This Agreement is for personal services and, except for subcontracting contemplated to perform the services, neither party may assign its rights nor delegate the performance of its duties hereunder without the prior written approval of the other party. Any assignment, voluntary or involuntary, in violation of the foregoing shall be voidable.

14.5 **Third Party Beneficiaries.** Nothing in this Agreement, express or implied, shall confer any rights or remedies upon, or create any contractual relationship with or cause of action in favor of any third party. This Agreement is not intended to benefit any third party.

14.6 **Successors and Approved Assigns.** This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective legal representatives, successors, and approved assigns.

14.7 **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right shall constitute a waiver of that or any other right.

14.8 **Independent Contractor.** Merrick shall perform its services as an independent contractor and not as an agent, employee, fiduciary, representative, joint venturer or partner of Client.

14.9 **Force Majeure.** Merrick shall not be in default of its obligations if performance is prevented or delayed by an existing or future *force majeure* condition or any other cause beyond the reasonable control of a party to this Agreement including, without limitation, act of government, act of God, act of Client or Client's contractor, meteorological phenomenon, power failures or blackouts, strike, shortage of labor or materials, insurrection, embargo, fire, flood, earthquake, electromagnetic interference, explosion, riot, wars or armed conflicts, rebellion, civil disobedience, sabotage, epidemic, emergencies or natural disasters.

14.10 **Notices.** Notice required or permitted hereunder shall be in writing and delivered in a manner most efficient under the circumstances. Subject to the foregoing and unless otherwise specifically provided, notice shall be given by (1) hand delivery, (2) facsimile, or (3) certified mail (postage prepaid & return receipt requested), delivered as follows:

Merrick & Company dba McLaughlin Whitewater Design Group, Ltd.  
2420 Alcott Street  
Denver, Colorado 80211  
Attn: Richard McLaughlin

Telephone No.: (303) 964-3333  
Facsimile No.: (303) 964-3355  
Email:

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**Client:**

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**Attn:**

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**Telephone No.:**

**Facsimile No.:**

**Email:**

or at such other address as a party hereto may designate by written notice. Notice shall be deemed effective on the date of delivery if hand delivered or faxed (to be an effective notice by fax, there must be a written confirmation of the date and time of the transmission, generated contemporaneously by the transmission device in the ordinary course), or on the third day after mailing if sent by certified mail.

14.11 **Headings.** The captions and headings of this Agreement are for convenience and reference only, and do not affect the construction or interpretation of any of its provisions.

14.12 **Pronouns & Terms.** In this Agreement the singular includes the plural, the plural the singular, and the use of any gender is applicable to all genders.

14.13 **Anti-Corruption.** Client covenants and agrees that it shall cause the Client and each of its Subsidiaries, as well as each of their respective directors, officers, employees, subcontractors, agents, and any other person working on behalf of the Client to, at all times, strictly comply with applicable anti-corruption laws, including the Foreign Corrupt Practices Act (the "FCPA") and the U.K. Bribery Act (the "U.K. Bribery Act").

In furtherance of this section, the Client covenants and agrees that it shall cause the Client and each of its Subsidiaries, as well as each of their respective directors, officers, employees, subcontractors, agents, and any other person working on behalf of the Client to: (a) not directly or indirectly offer or accept anything of value to improperly obtain or retain business; (b) provide training on applicable anti-corruption laws, including but not limited to the FCPA and the U.K. Bribery Act; and (c) promptly and thoroughly investigate any indication of non-compliance with applicable anti-corruption laws and to timely report and remediate same, including cooperation with any governmental investigation in respect thereof.

Upon the Effective Date, and thereafter within thirty (30) days after the end of each fiscal year, the Client and any subcontractors engaged by the Client related to this Agreement, shall provide a Certification to Merrick that it is in full compliance with the terms of this section and all applicable anti-corruption laws.

14.14 **Counterparts.** This Agreement may be executed in multiple original, facsimile or electronic counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

#### **Article 15 - Incorporation of Attachments**

The following Attachments are incorporated into and made a part of this Agreement:

- A - Statement of Services, Project Schedule, Deliverables & Additional Services**
- B - Schedule of Payment**
- C - Additional Client Responsibilities**
- D - Insurance**
- E - Rate Schedule**

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## **Attachment A**

### **Statement of Services, Project Schedule, Deliverables, & Additional Services**

#### **A.1 Statement of Services**

In accordance with the provisions of Article 1, Merrick agrees to perform the services described the Proposal

#### **A.2 Project Schedule**

MCLAUGHLIN WHITEWATER DESIGN GROUP will begin work within ten days of authorization by the Client and will proceed in a reasonable and continuous manner consistent with sound professional practices. MCLAUGHLIN WHITEWATER DESIGN GROUP will be substantially complete by the date established in the Proposal.

#### **A.3 Deliverables**

As specified in the Proposal.

#### **A.4 Additional Services**

Services listed the in the Proposal, and any other services not specifically described in Statement of Services, are not included in Merrick's basic services. An undertaking for Additional Services shall not be presumed by course of conduct or custom in the industry. Additional Services may be provided if authorized by Client in writing. Additional Services shall be paid by Client as provided in the Agreement, in addition to the compensation for Merrick's basic services. Unless specifically identified in the Proposal, the following services are not included in the basic services:

A.4.1. Providing financial feasibility or other special studies.

A.4.2. Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approval of governmental authorities or others having jurisdiction over the Project.

A.4.3. Providing services relative to future facilities, systems and equipment, which are not intended to be constructed during the Construction Phase.

A.4.4. Preparing documents of alternate, separate or sequential bids or extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by Client.

A.4.5. Providing coordination of Work performed by separate contractors or by Client's own forces.

A.4.6. Providing services in connection with the work of a construction manager or separate consultants retained by Client except as provided elsewhere in this agreement.

A.4.7. Providing Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of materials, equipment and labor.

A.4.8. Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment other than permanently installed laboratory case work and equipment, if beyond the scope of this Project.

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A.4.9. Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of Merrick.

A.4.10. Preparing as-built drawings, or preparing drawings, specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required of Merrick, provided such Change Orders are required by causes not solely within the control of Merrick.

A.4.11. Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by Client or others.

A.4.12. Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

A.4.13. Providing services made necessary by the default of the Contractor or others, or by major defects or deficiencies in the Work of the Contractor or others, or by failure of performance of either the Client or Prime Contractor under the Contract for Construction.

A.4.14. Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished to Merrick.

A.4.15. Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

A.4.16. Providing services after issuance to the Client of the final Certificate of Occupancy.

A.4.17. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

A.4.18. Providing services of consultants for other than the normal architectural, structural, mechanical and electrical engineering services of the Project.

A.4.19. Providing any other services not otherwise specifically included in this Agreement.

A.4.20 Claims arbiter service, including interpretation and decisions on matters concerning performance of Client and any contractor.

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## A.5 Provisions Applicable to all Services

A.5.1. RFI's When it is within its scope to make written responses to requests from a contractor for clarification and interpretation of the requirements of the contract documents ("RFI"), Merrick shall provide written responses to such RFI's with reasonable promptness. If an RFI seeks information readily apparent from reasonable observation of field conditions or a review of the contract documents (or reasonably inferable therefrom), Merrick shall be entitled to additional compensation under Article 3 for the time spent in responding to such an RFI.

A.5.2. Shop Drawings. When it is within its scope to review and approve or take other appropriate action on the contractor submittals, such as shop drawings, product data, samples and other data, which a contractor is required to submit, Merrick shall do so but only for the limited purpose of checking for conformance with the design concept and the information shown in the construction documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor or others. Review of a specific item shall not indicate that Merrick has reviewed the entire assembly of which the item is a component. Merrick shall not be responsible for any deviations from the construction documents not brought to the attention of Merrick in writing by the contractor. Merrick shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

A.5.3. Work Rejection of Contractors. Merrick shall have the authority to reject any work that is not, in the judgment of Merrick, in conformance with the construction documents or work plans. Neither this authority nor Merrick's good-faith judgment to reject or not reject any work shall subject Merrick to any liability or cause of action to the contractor, subcontractor or any other suppliers or persons performing work on the project, and Client agrees to indemnify, defend and hold Merrick harmless from any and all damages, losses, liabilities and expenses, including attorney fees and expert and consulting fees, arising out of or resulting from such claim.

A.5.4. Certifications. Merrick shall be under no duty or obligation to execute any instruments, no matter by who requested, that would result in Merrick having to certify, guarantee or warrant the existence or nonexistence of conditions that Merrick cannot ascertain, or that were not within the scope of services. When a certification by Merrick is within the scope of its services or otherwise made, such certification means an expression of Merrick's professional opinion based on its information, knowledge and belief. It does not constitute a warranty or guarantee or have any meaning expanded beyond the foregoing definition.

A.5.5. Accurate Data. Unless the scope of services in Attachment A includes an explicit undertaking by Merrick to confirm the accuracy of plans, drawings, specifications, criteria, maps, surveys or other documents or information furnished by or on behalf of Client ("Client Data"), Merrick shall be entitled to rely upon Client Data as accurate and correct without investigation. If subsequent errors are discovered in Client Data which necessitate re-performance of services, Merrick shall be compensated for such extra services in accordance with Article 3. Merrick shall not be liable for errors or omissions in Client Data.

A.5.6. Cost Estimates. Since Merrick has no control over such things as the cost or availability of labor, materials, equipment or services furnished by others, nor over any contractors' method of determining prices, nor over competitive bidding or market conditions, any cost estimate provided for under this Agreement or otherwise made by Merrick shall be on the basis of Merrick's professional experience and judgment; but Merrick cannot and does not guarantee or warrant that the bids or negotiated costs will not vary from estimates prepared by Merrick. If Client wishes greater assurance as to cost estimates, Client shall employ an independent cost estimator.

A.5.7. Extra Services. Extra services by Merrick to modify its services or deliverables to meet any Client imposed cost limitation shall entitle Merrick to additional compensation in accordance with Article 3.

A.5.8. Contractors' Work. Design review, construction observation, or quality assurance services performed by Merrick shall not guarantee the performance of and Merrick shall not have responsibility or liability for damages arising from the acts or omissions of any contractor, subcontractor, supplier or any other entity or person furnishing materials or performing any work on the Project.

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A.5.9. Hazardous Materials. In the event Merrick or any other party encounters hazardous materials at the jobsite, or should it become known in any way that hazardous materials may be present at the jobsite or any adjacent areas that may affect the performance of Merrick's services, Merrick may, at its option and without liability for consequential or any other damages, suspend performance of its services until Client retains an appropriate specialist to identify, abate and/or remove the hazardous materials, and warrant that the jobsite is in compliance with applicable laws and regulations. Since Merrick's scope of services does not include services related to the presence of hazardous materials, hazardous materials encountered in the performance of Merrick's services shall be the responsibility of Client, and Client waives all claims and causes of action against Merrick in connection with hazardous materials. As used in this section, "hazardous materials" is defined in its broadest sense.

A.5.10 ADA. Since the Americans with Disabilities Act contains general provisions subject to differing interpretations on a case-by-case basis, services in connection therewith shall be on the basis of Merrick's professional experience and judgment but Merrick cannot and does not guarantee or warrant its services will be in compliance therewith.

A.5.11 BIM. The following is applicable if the Project will be designed using Building Information Modeling ("BIM"). BIM's intent is to assist Client's and the design teams' understanding and coordination of design, costs and construction, but it may not necessarily result in savings for Client or reduce or eliminate change orders. Merrick recommends that Client maintain a reasonable contingency in the estimate and budget for design errors or omissions and design coordination change orders. In the event of an error or omission in the services, Client agrees to give prompt written notice to Merrick, and Merrick agrees at no additional cost to Client to design, document and process corrective measures. There are no representations or expectations regarding BIM, except as provided in this Agreement.

A.5.12 Electronic Data. The following is applicable if Merrick provides Client with electronic data created by Merrick for the Project, including, as applicable, CAD files and BIM data (collectively, "Electronic Data"). Electronic Data does not include vendor, fabricator, contractor or any third party supplied electronic data.

Subject to the scope of services, Merrick will make Electronic Data in an original format produced by Merrick available to Client at the end of Schematic Design Phase, the end of Design Development Phase, the end of the Construction Document Phase, and at the time Construction Bid Packages are issued, as applicable. When distributing Electronic Data, Client agrees to make its use by third parties subject to the following conditions (the "Disclaimer"):

Recipient acknowledges and agrees to the following by its acceptance or utilization of the Data (defined below) and to the additional terms and conditions of Article 6 of the Agreement between Merrick and its Client on the Project:

Designs, drawings, calculations, specifications, Electronic Data, CAD files and similar services, in either electronic or hard copy form, prepared by Merrick are instruments of service for use solely on the Project (collectively, "Data"). Data does not constitute the sale or delivery of products or goods. Merrick, owner of the Data, retains all reserved rights, including copyrights. Client's non-assignable license to use Data is subject to termination for violation of the terms of use or if Client is in default of its Agreement with Merrick. Use or reuse of Data after termination of the Merrick/Client Agreement or upon suspension or completion of the Project are at recipient's sole risk and without liability to Merrick, and each recipient waives all claims against (regardless of the legal theory) and agrees to indemnify, defend and hold Merrick harmless from any and all claims, damages, losses, liabilities and expenses, including attorney fees and expert and consulting fees, arising out of or resulting from such use. No privity of contract with Merrick is created by access to Data, and no independent right of action against Merrick or its personnel is created thereby including, without limitation, third-party beneficiary or fiduciary status. There are no warranties or guaranties, either express or implied, of any kind, nature or type whatsoever (including those of condition, merchantability, suitability and fitness for a particular purpose or use) regarding the Data, and all such warranties and guaranties are expressly

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disclaimed. Electronic transfer from one system to another can generate errors in Data, thereby making it unreliable; consequently in the event of a difference between Data and hard-copy Construction Documents, the later controls.

Electronic Data constitutes Confidential Information. Merrick will transfer Electronic Data in accordance with its customary practice under the circumstances which may include electronic mail, File Transfer Protocol sites, secure project websites, or disc copies. Because the current state of technology does not allow for transfer from one system or format to another without the possibility of generating errors: (1) no representation or warranty, express or implied, can be or is made regarding the reliability or accuracy of Electronic Data; (2) in the event of a difference between Electronic Data and hard-copy Construction Documents, the later controls; (3) Client agrees Merrick is not liable for, and Client waives claims against, and agrees to indemnify, defend and hold Merrick harmless from any and all claims, damages, losses, liabilities and expenses, including attorney fees and expert and consulting fees, arising out of: (a) Client's failure to make use of Electronic Data by third parties subject to the Disclaimer; (b) Client's transfer of Electronic Data by any means; (c) use, modification or misuse of the Electronic Data by parties other than Merrick; (d) the limited life expectancy and decline of accuracy or readability of the Electronic Data over time; (e) use of electronic Data by third parties receiving it; (f) the incompatibility of software or hardware used by Merrick. Client agrees to include language similar to the foregoing in its agreements with other firms working on the Project who will have access to Electronic Data.

**A.5.13 LEED®** The following is applicable if the LEED® or any Green Building Rating System or other similar environmental guidelines (collectively "LEED®") is used on the Project. LEED® utilizes certain design and usability recommendations to promote an environmentally friendly and energy efficient facility. In addressing these guidelines, Merrick shall perform its services consistent with the Standard of Care. Because LEED® is subject to various and possibly contradictory interpretations and certification or decisions by third parties, compliance may involve factors beyond the control of Merrick including, but not limited to, the Client's use and operation of the completed Project. Therefore, Merrick cannot and does not warrant or represent that the Project will achieve LEED® certification.

Merrick shall not be responsible for contractors' failure to adhere to the contract documents and applicable law, nor for any changes to the design made by Client without Merrick's direct participation and written approval. Likewise, Merrick shall not be responsible for any environmental or energy issues arising out of Client's use and operation of the completed Project.

Client acknowledges that the achievement of LEED® certification is subject to third parties over whom Merrick has no control, and may require the cooperation of Client, the contractors and others. Utilizing LEED® may impact the available design and product options and may impact the overall cost, schedule and performance of the completed project, and may involve the use of untested, experimental green products. Client accepts these potential impacts in recognition of the importance it has placed on the values of a LEED® building.

If Client's program includes goals or requirements for Project energy usage, energy related tax credits, deductions, incentives, etc., Client agrees to timely confirm such goals and usage in writing to Merrick. Client agrees it will review and execute all agreements that are a part of the LEED® certification process and be responsible for the LEED® application. Client waives any and all claims and damages, including consequential damages, against Merrick if LEED® certification for the Project is discontinued. If Energy Modeling is included in the scope, Client acknowledges that, per ASHRAE 90.1: "*Neither the proposed building performance nor the baseline building performance are predictions of actual energy consumption or costs for the proposed design after construction. Actual experience will differ from these calculations due to variations such as occupancy, building operation and maintenance, weather, energy use not covered by this procedure, changes in energy rates between design of the building and occupancy, and the precision of the calculation tool.*" If an Energy Audit is included in the scope, any cost or savings estimates provided by Merrick are strictly estimates and not guarantees of performance.

**A.5.14 Procurement Agent** The following is applicable if Merrick performs procurement services as agent for Client. Client will provide either through itself or through others the schedule, budget and all other necessary information to perform the services including, without limitation, plans, drawings, sketches, schematics, studies, reports, calculations, specifications, drawdown schedules, payment requisitions, construction schedules. Except as limited in Merrick's scope, Merrick is authorized to perform all applicable procurement services including, without limitation, negotiating and

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October 8, 2012

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entering into contracts, purchase orders or other arrangements with third parties (collectively, "Vendor Agreements"), including change or cancellation orders, in Client's name. Client agrees to promptly and timely review and execute Vendor Agreements, and pay vendors according to their terms and conditions. Merrick agrees to take reasonable steps, in accordance with the Standard of Care, to minimize delays and demand that vendors comply with their Vendor Agreements, but Merrick cannot and does not warrant or guarantee performance by these firms. Procurement services are personal services, not the sale of goods. Merrick makes no warranties, representations or guaranties, either express or implied, of any kind, nature or type whatsoever (including those of condition, merchantability, suitability or fitness for a particular purpose or use, or abilities of vendors), and expressly disclaims them regarding the materials and services. Client waives all such claims against Merrick and agrees to look solely to the warranties, representations or guaranties given or made by vendors, if any. When it is within Merrick's scope to negotiate terms of Vendor Agreements, Merrick will endeavor to secure favorable commercial terms, but there can be no assurance Merrick will be successful in doing so. Consequently, Client's signature on a Vendor Agreement, or Merrick's submission of a Vendor Agreement to Client for approval, as applicable, shall constitute Client's acceptance and ratification of its terms and conditions. Client agrees to promptly and timely examine and respond to Merrick's submissions. Merrick agrees at all times to contract with vendors in Client's name, with Merrick as agent for Client, and for title to be issued in Client's name. Each Vendor Agreement shall identify Client as the principal, and Merrick as agent authorized to act on behalf of Client, and language to the effect that "Vendor covenants and agrees that any claim under the Vendor Agreement shall be made against Client only, Vendor waiving any and all claims against Merrick regardless of the legal theory."

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## Attachment B

### Schedule of Payment

#### B.1. Payment Provisions

Fee and type are as specified in Compensation in the Proposal.

#### B.2. Provisions Applicable to all forms of Payment

B.2.1. Client analogizes that it has adequate funds to make payments and cover the Fee(s) as specified in Compensation in the Proposal.

B.2.2. Except where the payment provisions above provide or require otherwise, Merrick shall submit invoices to Client on a periodic basis with a summary of services performed in accordance with Merrick's standard invoicing practices. Client shall notify Merrick of any objection within fourteen (14) calendar days of the invoice date, identifying the reasons there for in writing and timely paying that portion of the invoice not in dispute. Invoices will be considered acceptable to Client if no such objections are made.

B.2.3. Unless otherwise provided in this Agreement, payment is due upon presentment of an invoice. Invoices not paid within thirty (30) days of presentment (except any portion of an invoiced amount in dispute and resolved in favor of Client) shall accrue interest at the rate of 1.5 percent per month, compounded annually. Interest shall be calculated from the date of an invoice, with payments credited first to interest and then to principal.

B.2.4. Payment to Merrick shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by Client of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from Merrick's compensation for any reason except upon compliance with the certification requirements of Article 13.

B.2.5. Timely payment by Client to Merrick is a material part of the consideration of this Agreement. If payment is withheld, Merrick may suspend services or terminate this Agreement without an obligation to perform the terms and conditions of this Agreement and without incurring liability to Client or others for damages, including incidental, special, indirect, or consequential damages.

B.2.6. If during the term of this Agreement circumstances or conditions that were not originally contemplated by or known to Merrick are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, Merrick may call for renegotiation of appropriate portions of this Agreement. Merrick shall notify Client of the changed conditions necessitating renegotiation, and Merrick and Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, either party may then terminate this Agreement.

B.2.7. In the event of an action to enforce the payment terms and conditions of this Agreement, Merrick shall be awarded the costs and expenses of such action, including attorney fees, expert witness and consulting fees, and the value of Merrick's time and expenses spent in connection with such collection action, computed according to Merrick's prevailing fee schedule and expense policy.

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## Attachment C

### Additional Client Responsibilities

As specified in the Proposal

## Attachment D

### Schedule of Insurance

Merrick shall maintain during the term of this Agreement and, if Client is not in default hereunder, for a period of two (2) years after performance of Merrick's services, insurance of the kinds and with the limits indicated below:

**Worker's Compensation Insurance** as required by statute, including **Employers Liability**, with limits of \$1,000,000 each accident; \$1,000,000 disease - policy limit; \$1,000,000 disease - each employee.

**Commercial General Liability Insurance** with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

**Business Automobile Liability Insurance** with limits of \$1,000,000 per occurrence, combined single limits (owned, hired & non-owned).

**Umbrella/Excess Liability Insurance** with limits of \$3,000,000 per occurrence.

**Professional Liability Practice Policy** with limits of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Certificates of insurance evidencing these coverages shall be submitted to Client at the commencement of Merrick's services. The coverages are subject to the terms, exclusions and conditions of the policies with the insurer's liability equivalent to Merrick's under this Agreement, irrespective of policy limits. Merrick will provide the Client a 30-day advance written notice of cancellation. Failure to submit the certificates or endorsements or failure of Client to insist upon submission shall not relieve Merrick of its duty to maintain the required insurance.

Unless otherwise provided, Client shall maintain insurance upon the entire work at the site to the full insurable value thereof. This insurance shall include the interests of Client, the owner, Merrick, any other beneficially interested person or entity, and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for loss or damage. If Client does not intend to maintain such insurance, Client shall inform Merrick in writing prior to commencement of Merrick's services in which case, at the option of Merrick, Merrick may then obtain insurance to protect its interests. If Merrick is damaged by failure of Client to maintain such insurance and to so notify Merrick, then Client shall bear all costs properly attributable thereto. Client shall require that all contractors of any tier on this project obtain and maintain insurance, with appropriate limits, to cover the perils of their undertakings and the allocation of risk on the Project.

**Attachment E – Rate Schedule  
Schedule of Standard Hourly Billing Rates  
Effective January 1, 2014**

<b>Personnel Work Class</b>	<b>Effective 1/1/2014 Per Hour</b>
<b>PROJECT MANAGEMENT:</b>	
Senior Project Manager	\$175.00
Project Manager	\$150.00
<b>PROJECT ENGINEERING:</b>	
Senior Project Engineer	\$155.00
Project Engineer	\$135.00
Senior Design Engineer	\$110.00
Design Engineer	\$90.00
<b>FIELD ENGINEERING / CONSTRUCTION INSPECTION:</b>	
Senior Field Engineer	\$145.00
Field Engineer	\$125.00
Cost Estimator	\$110.00
Senior Inspector	\$115.00
Inspector	\$90.00
<b>LANDSCAPE ARCHITECT:</b>	
Senior Landscape Architect	\$125.00
Landscape Architect	\$110.00
<b>DRAFTING:</b>	
Senior CADD Technician	\$110.00
CADD Technician	\$80.00
<b>ADMINISTRATION:</b>	
Clerical	\$75.00

*Rates will be negotiated for personnel with qualifications not identified in the above schedule.*

*Monthly rates can be furnished for full-time Inspectors.*

<b>BILLABLE EXPENSES:</b>	
Subconsultant	Cost plus 5%
Courier	Cost
Travel	Cost
Printing/Reproduction	Cost
Communications Equipment	Cost
GPS System	\$100.00/unit/day
Vehicle Mileage	Current Allowable IRS Rate
Other Materials or Equipment	Cost plus 5%

*This Schedule of Standard Hourly Billing Rates is considered to be "CONFIDENTIAL" information. Release of any information contained herein to third parties is prohibited without written consent from Merrick & Company. The above billing rates will be held firm through December 31, 2014.*



**PROCLAMATION**

**DESIGNATING APRIL 7, 2015**

**AS**

**National Service Recognition Day**

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation's mayors are increasingly turning to national service and volunteerism as a cost-effective strategy to meet city needs; and,

WHEREAS, AmeriCorps and Senior Corps address the most pressing challenges facing our cities and nation, from educating students for the jobs of the 21st century and supporting veterans and military families to preserving the environment and helping communities recover from natural disasters; and

WHEREAS, national service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, national service participants serve in more than 70,000 locations across the country, bolstering the civic, neighborhood, and faith-based organizations that are so vital to our economic and social well-being; and

WHEREAS, national service participants increase the impact of the organizations they serve with, both through their direct service and by recruiting and managing millions of additional volunteers; and,

WHEREAS, national service represents a unique public-private partnership that invests in community solutions and leverages non-federal resources to strengthen community impact and increase the return on taxpayer dollars; and,

WHEREAS, AmeriCorps members and Senior Corps volunteers demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, the Corporation for National and Community Service shares a priority with mayors nationwide to engage citizens, improve lives, and strengthen communities; and is joining with mayors across the country to support the Mayors Day of Recognition for National Service on April 1, 2015.

THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the Town of Camp Verde do hereby proclaim April 1, 2014, as National Service Recognition Day, and encourage residents to recognize the positive impact of national service in our city, to thank those who serve; and to find ways to give back to their communities.

Passed and approved by a majority vote of the Common Council at the Regular Session of April 1, 2015

\_\_\_\_\_  
Charles German, Mayor

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Virginia Jones, Town Clerk



**Proclamation  
Declaring  
April as  
RiverFest Month**

**WHEREAS**, The Verde River is one of the most important geological features in the Verde Valley, and;

**WHEREAS**, The Verde River is a major resource for our residential and business community, and;

**WHEREAS**, The Verde River provides extremely valuable agricultural, economic, recreational, social and sporting opportunities for the people of the Verde Valley and Arizona and;

**WHEREAS**, The Verde River Valley Nature Organization produces and facilitates a series of Verde River-centered events in the month of April, known as 'RiverFest' and;

**WHEREAS**, The Verde River Valley Nature Organization inspires, encourages, invites, and promotes community wide participation in 'RiverFest' and;

**WHEREAS**, RiverFest brings healthy, sustainable tourism to the Verde Valley that is consistent with the Town of Camp Verde Municipal Economic Development Plan and with our environmental stewardship goals;

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Common Council of the Town of Camp Verde, Camp Verde, Arizona, do hereby proclaim the month of April 2015 as 'RiverFest Month' in the Town of Camp Verde.

Issued this 1st day of April 2015.

---

Charles German, Mayor

Attest:

---

Virginia Jones, Town Clerk



TOWN OF CAMP VERDE  
PROCLAMATION  
DECLARING APRIL, 2015  
"Go Blue for CASA®" Month

**WHEREAS**, the National CASA® (Court Appointed Special Advocate) Association is a network of 955 programs that are recruiting, training, and supporting volunteers to represent the best interests of abused and neglected children in the courtroom and other settings; and

**WHEREAS**, CASA® volunteers are appointed by judges to watch over and advocate for abused and neglected children, to make sure they don't get lost in the overburdened legal and social systems or languish in inappropriate group or foster homes; and

**WHEREAS**, the Verde Valley CASA® Children's Foundation, a member of the National CASA® Association, a nonprofit 501©(3), was created in 2006 to provide financial assistance for the unmet needs of the children of our greater Verde Valley who are wards of the Court; and

**WHEREAS**, the Mission Statement of the Verde Valley CASA® Children's Foundation reads: "To enhance the quality of life for dependent children under Court supervision in the Greater Verde Valley"; and

**WHEREAS**, at this time there are approximately 100 children in the Greater Verde Valley that have been removed from their homes and are currently wards of the Court; and

**WHEREAS**, independent research has demonstrated that children with a CASA® volunteer are substantially less likely to spend time in long-term foster care and less likely to reenter care; and

**WHEREAS**, the color blue is the national color representing abused and/or neglected children; and

**WHEREAS**, the month of April has been declared "Go Blue for CASA® Month" in the Greater Verde Valley and National Child Abuse Awareness Month,

**NOW, THEREFORE**, The Mayor and Common Council of the Town of Camp Verde do hereby proclaim April, 2015 as "Go Blue for CASA®" Month in the Town of Camp Verde.

Issued this 1st Day of April 2015

---

Charles German, Mayor

Attest:

---

Virginia Jones, CMC Town Clerk



03-16-15 Jma

VERDE VALLEY CASA® CHILDREN'S FOUNDATION

P.O. Box 2523  
Cottonwood, AZ 86326

March 16, 2015

Mayor Charles German  
Town of Camp Verde  
473 S. Main Street  
Camp Verde, AZ 86322

RE: Nation Child Abuse Prevention Month

Dear Mayor,

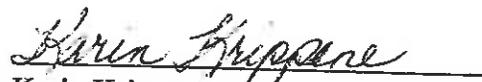
As indicated in the attached Proclamation, our mission is to financially assist the abused and neglected children, who are wards of the court, in the greater Verde Valley. These children often come into the system with little more than the clothes on their back, and they require more help than Department of Child Services can provide. We receive requests from both their case worker or from their Court Appointed Special Advocate (CASA®) volunteer. These requests may include funds for clothing, school supplies, sport programs and equipment, tutoring, or whatever the child needs.

April has been designated "Go Blue for CASA® Month". This campaign is our only major fundraiser. We ask organizations and businesses to display a flyer that asks for support with a donation and/or by wearing the "Go Blue for CASA®" bracelet provided or by signing a child "hand" cutout for display during the month of April.

Your help, by signing this Proclamation, informs the citizens of this worthy cause and heightens the public awareness of the plight of these unfortunate children.

Thanks you for your attention and support.

Sincerely,

  
Karin Krippene

Treasurer

928-592-9489



## Town of Camp Verde *Proclamation*

### Building Safety Month – May 2015 Resilient Communities Start With Building Codes

**WHEREAS**, our Town's continuing efforts to address the critical issues of safety, energy efficiency, and resilience in the built environment that affect our citizens, both in everyday life and in times of natural disaster, give us confidence that our structures are safe and sound, and;

**WHEREAS**, our confidence is achieved through the devotion of vigilant guardians – building safety and fire prevention officials, architects, engineers, builders, tradespeople, laborers and others in the construction industry – who work year-round to ensure the safe construction of buildings, and;

**WHEREAS**, these guardians – dedicated members of the International Code Council – use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and;

**WHEREAS**, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, counties and states; these modern building codes also include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires and earthquakes, and;

**WHEREAS**, Building Safety Month is sponsored by the International Code Council, to remind the public about the critical role of our communities' largely unknown guardians of public safety – our local code officials – who assure us of safe, efficient and livable buildings, and;

**WHEREAS**, "Building Safety: Resilient Communities Start With Building Codes" the theme for Building Safety Month 2015, encourages all Americans to raise awareness of the importance of building safe and resilient construction; fire prevention; disaster mitigation, backyard safety; energy efficiency and new technologies in the construction industry. Building Safety Month 2015 encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies, and,

**WHEREAS**, each year, in observance of Building Safety Month, Americans are asked to consider projects to improve building safety and sustainability at home and in the community, and to

PROCLAMATION – BUILDING SAFETY MONTH – MAY 2015  
4/1/2015

acknowledge the essential service provided to all of us by local and state building departments and federal agencies in protecting lives and property.

***NOW, THEREFORE,*** The Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona do hereby proclaim the month of May 2015 as Building Safety Month. Accordingly, we encourage our citizens to join with their community in participation in Building Safety Month activities.

Proclaimed this 1<sup>st</sup> day of April 2015.

\_\_\_\_\_  
Charles German, Mayor, Town of Camp Verde

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Virginia Jones, Town Clerk

\_\_\_\_\_  
Date



**Exhibit A - Agenda Item Submission Form - Section I**

**Meeting Date: April 1, 2015 - Town Council**

Consent Agenda       Decision Agenda       Executive Session Requested

Presentation Only       Action/Presentation

**Requesting Department:** Community Development/Building Division

**Staff Resource/Contact Person:** Michael Jenkins, Community Development Director; Robert Foreman, Building Official/Town Safety Officer; Kendall Welch, Permit Technician

**Agenda Title (be exact):** Public hearing, discussion, consideration, and possible approval of Resolution 2015-935, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving and authorizing the abatement of dangerous structure(s) located on Parcel 404-16-086, 3285 Ripple Road, Camp Verde, Arizona; directing and authorizing the Building Official to issue a start work order to Hollamon Generations for the purpose of demolishing and removing the above referenced structure(s); and declaring an emergency; and approving and authorizing the Town Manager to allocate any additional funds; if required, to complete the abatement process.

**List Attached Documents:** Draft Resolution No. 2015-935; Eleven (11) Photos of Structure; Quote From Hollamon Generations

**Estimated Presentation Time:** 15 minutes

**Estimated Discussion Time:** 30 minutes

**Reviews Completed by:**

**Department Head:** Michael Jenkins       **Town Attorney Comments:** N/A

**Finance Department**

**Fiscal Impact:** \$4,900.00 - Quote From Hollamon Generations

**Budget Code:** 01-540-20-756220      **Amount Remaining:** \$4,841.07(Estimated)

**Comments:**

**Instructions to the Clerk:** None

**Exhibit B – Agenda Item Submission Form – Section II (Staff Report)**

**Town of Camp Verde**

**Agenda Item Submission Form – Section II (Staff Report)**

**Department:** Community Development/Building Division

**Staff Resource/Contact Person:** Michael Jenkins, Community Development Director; Robert Foreman, Building Official/Town Safety Officer; Kendall Welch, Permit Technician

**Contact Information:** Michael Jenkins, Community Development Director, (928) 554-0051; Robert Foreman, Building Official/Town Safety Officer, (928) 554-0061; Kendall Welch, Permit Technician, (928) 554-0064

**Background:** On July 17, 2014 the Building Division was contacted by Animal Control/Code Enforcement Officers Diacik and Caldwell to inspect the primary structure located at 3285 Ripple Road, Camp Verde, Arizona.

Upon arrival, Building Official Robert Foreman was informed by Officers Diacik and Caldwell that during a Juvenile Probation Officer Assist Call, they entered into the structure and observed exposed electrical wiring, partial collapsed ceilings, and evidence of a mold like substance.

An inspection of the structure was conducted by Building Official, Robert Foreman. In addition to the conditions observed by Diacik and Caldwell, it was also noted that the structure had sections of missing interior insulation, dry wall and floor covering; missing plumbing fixtures (bathtub/shower); trash, rubbish and debris scattered throughout the interior of the structure; mechanical ducting stuffed with insulation to prevent the passage of air; rotted structural members of the patio/porch cover; and several broken windows.

The structure was posted with a "DO NOT ENTER, UNSAFE TO OCCUPY" placard on July 17, 2014 and the owners of the property, Robert A & Vickie L Elisarraras, were noticed with a certified letter on July 17, 2014.

On July 28, 2014 the Building Division notified APS of the dangerous structure and requested the power be disconnected from the building. In addition to notifying APS the owners of the property, Robert A & Vickie L Elisarraras, were noticed with a certified letter on July 29, 2014.

On August 4, 2014, the property owner, Robert Elisarraras, pulled a Residential Demolition Permit to demolish the 14 x 70 mobile home. A courtesy inspection was performed by the Building Division on December 1, 2014, and January 20, 2015 with notations from the Building Official that no work had been performed.

The Residential Demolition Permit expired on February 4, 2015. A courtesy inspection was performed by the Building Division on February 9, 2015 with a notation from the Building Official stating that no work has been completed, with the exception of the removal of two sheets of metal siding from the front side of the mobile home.

The owners, Robert A & Vickie L Elisarraras, were noticed with a courtesy certified letter on January 21, 2015 informing them that the demolition permit was expiring on February 4, 2015. The letter was received on January 26, 2015, by Robert Elisarraras, and to date no response has been received by the Building Division.

**Statement of the Problem or Opportunity:** The structure on Parcel 404-16-086, 3285 Ripple Road, Camp Verde, Arizona has been posted as unsafe and a public nuisance since July 17, 2014. The property owners, Robert A & Vickie L Elisarraras, have failed, neglected and refused to comply with the notice to repair, rehabilitate, or to demolish and remove the building, structure or portion thereof per Town Code Section 7-2-108.4, Right to demolish. Therefore, it is the recommendation of the Building Division that Town Council approve Resolution 2015-935 and move forward with the abatement process.

**Recommended Motion:** A motion to approve or deny Resolution 2015-935, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving and authorizing the abatement of dangerous structure(s) located on Parcel 404-16-086, 3285 Ripple Road, Camp Verde, Arizona; directing and authorizing the Building Official to issue a start work order to Hollamon Generations for the purpose of demolishing and removing the above referenced structure(s); and declaring an emergency; and approving and authorizing the Town Manager to allocate any additional funds, if required, to complete the abatement process.



**RESOLUTION 2015-935**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE ABATEMENT OF DANGEROUS STRUCTURE(S) LOCATED ON PARCEL 404-16-086, 3285 RIPPLE ROAD, CAMP VERDE, ARIZONA; DIRECTING AND AUTHORIZING THE BUILDING OFFICIAL TO ISSUE A START WORK ORDER TO HOLLAMON GENERATIONS FOR THE PURPOSE OF DEMOLISHING AND REMOVING THE ABOVE REFERENCED STRUCTURE(S); AND DECLARING AN EMERGENCY; AND APPROVING AND AUTHORIZING THE TOWN MANAGER TO ALLOCATE ANY ADDITIONAL FUNDS, IF REQUIRED, TO COMPLETE THE ABATEMENT PROCESS.**

*WHEREAS*, the structure(s) on the above referenced property were deemed to be an 'unsafe building(s)' per Town Code Section 7-2-108.1, General; and a 'dilapidated building' pursuant to A.R.S. §9-499.

*WHEREAS*, the property owner(s) were notified in accordance with Town Code Section 7-2-108.2.1, Notice to owner; and A.R.S. §9-499; and proper service was performed in accordance with Town Code Section 7-2-108.2.2, Proper service; and A.R.S §9-499.

*WHEREAS*, the structure(s) were posted in accordance with Town Code Section 7-2-108.3, Posting of signs.

*WHEREAS*, the property owner(s) have failed, neglected or refused to comply with the notice to repair, rehabilitate, or to demolish and remove said building, structure or portion thereof per Town Code Section 7-2-108.4, Right to demolish; and A.R.S. §9-499.

*WHEREAS*, the Town Council may order the owner of the building prosecuted as a violator of the provisions of this code and may order the Building Official to proceed with the work specified in such notice per Town Code Section 7-2-104.4, Right to demolish; and A.R.S. §9-499.

*WHEREAS*, the costs incurred under Town Code Section 7-2-108.4, Right to demolish, for the demolishing, inspection, and removal of the above referenced structure(s) shall be paid out of the Town Treasury and shall be charged to the owner and collected by the Financial Director in the manner specified in the Town of Camp Verde Code; and A.R.S. §9-499.

**NOW THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:**

Section 1: To direct the Town Manager, to direct the Building Official, to proceed with the abatement of dangerous structure(s) located on Parcel 404-16-086, 3285 Ripple Road, Camp Verde, Arizona; and to issue a start work order to Hollamon Generations, as the designated agent, for the purpose of demolishing and removing the above referenced structure(s).

Section 2: That upon inspection of the completed work by Hollamon Generations, the Building Official will present the total costs and penalties incurred, paid out of the Town Treasury, to the Financial Director for collection pursuant to Town Code Section 7-2-108.4, Right to demolish; and A.R.S. §9-499.

**PASSED AND ADOPTED BY A MAJORITY VOTE OF THE TOWN COUNCIL IN AN OPEN MEETING BY THE TOWN COUNCIL, TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, this 1<sup>st</sup> day of April, 2015.**

\_\_\_\_\_  
Charles C. German, Mayor                      Date:

Attest:

Approved As To Form:

\_\_\_\_\_  
Virginia Jones, Town Clerk                      Date:

\_\_\_\_\_  
Town Attorney



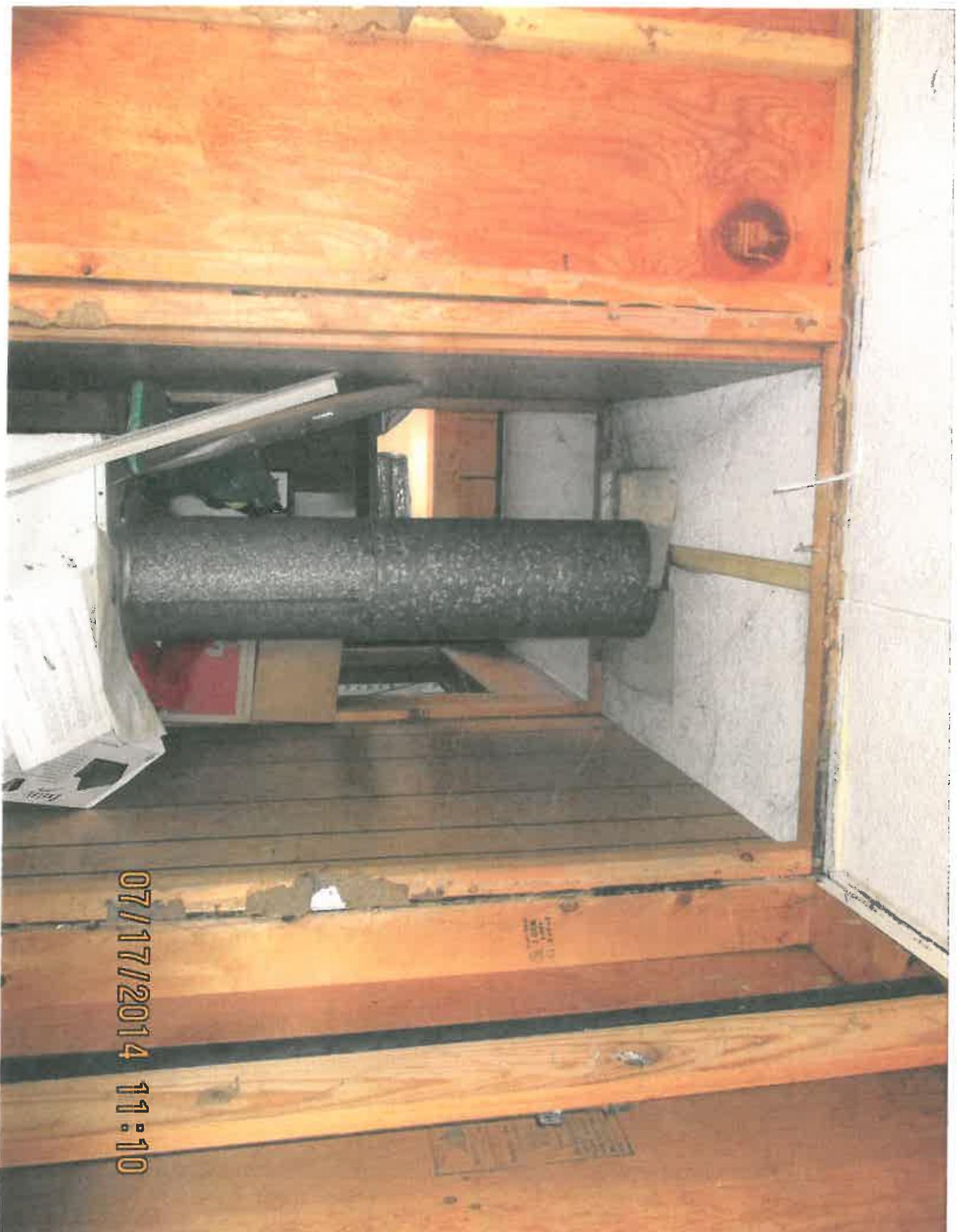
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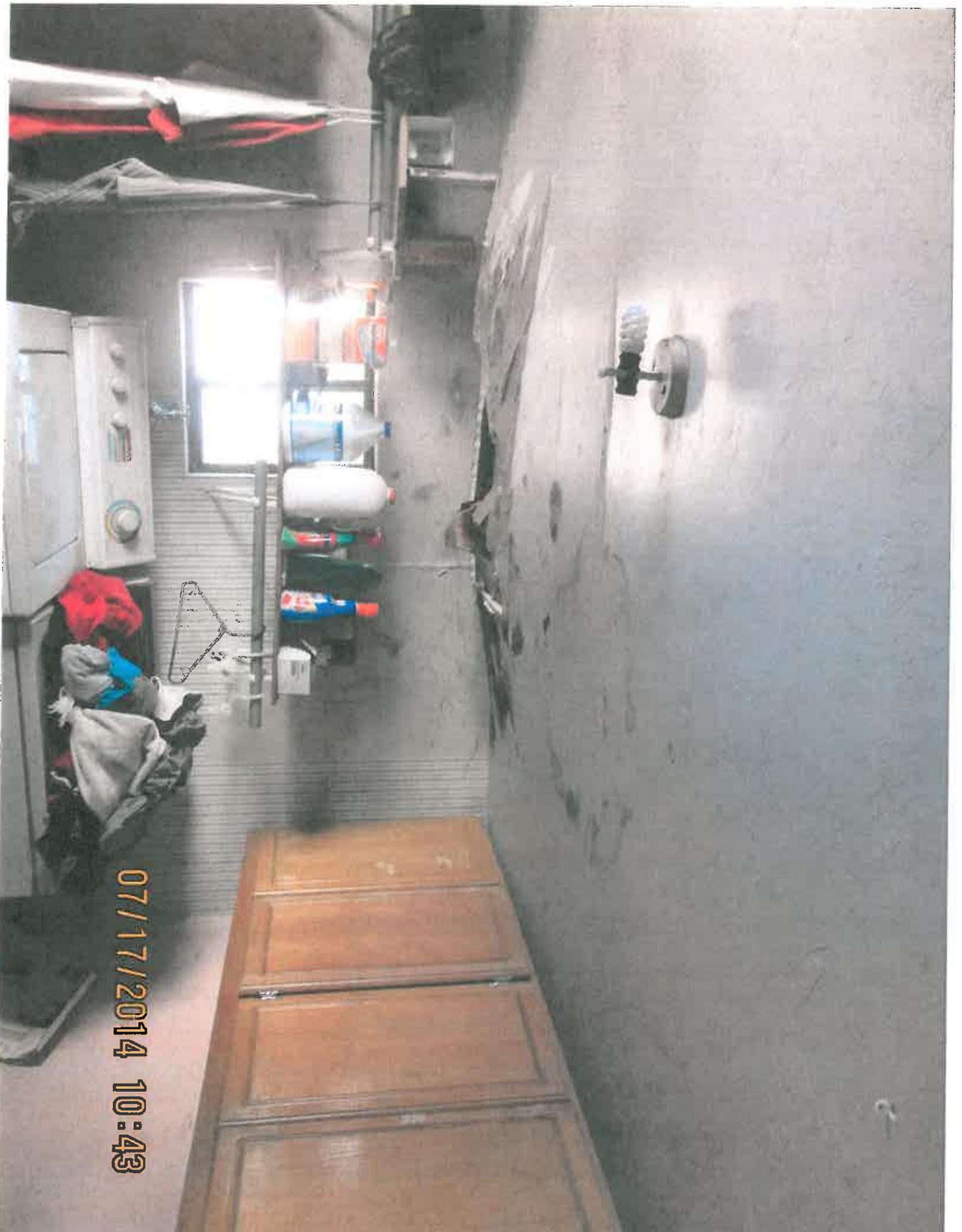
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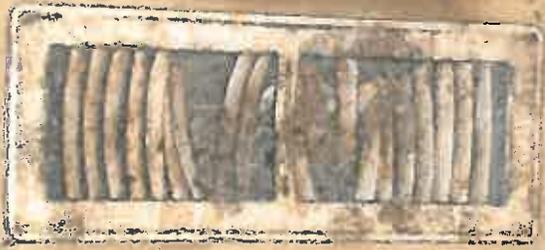
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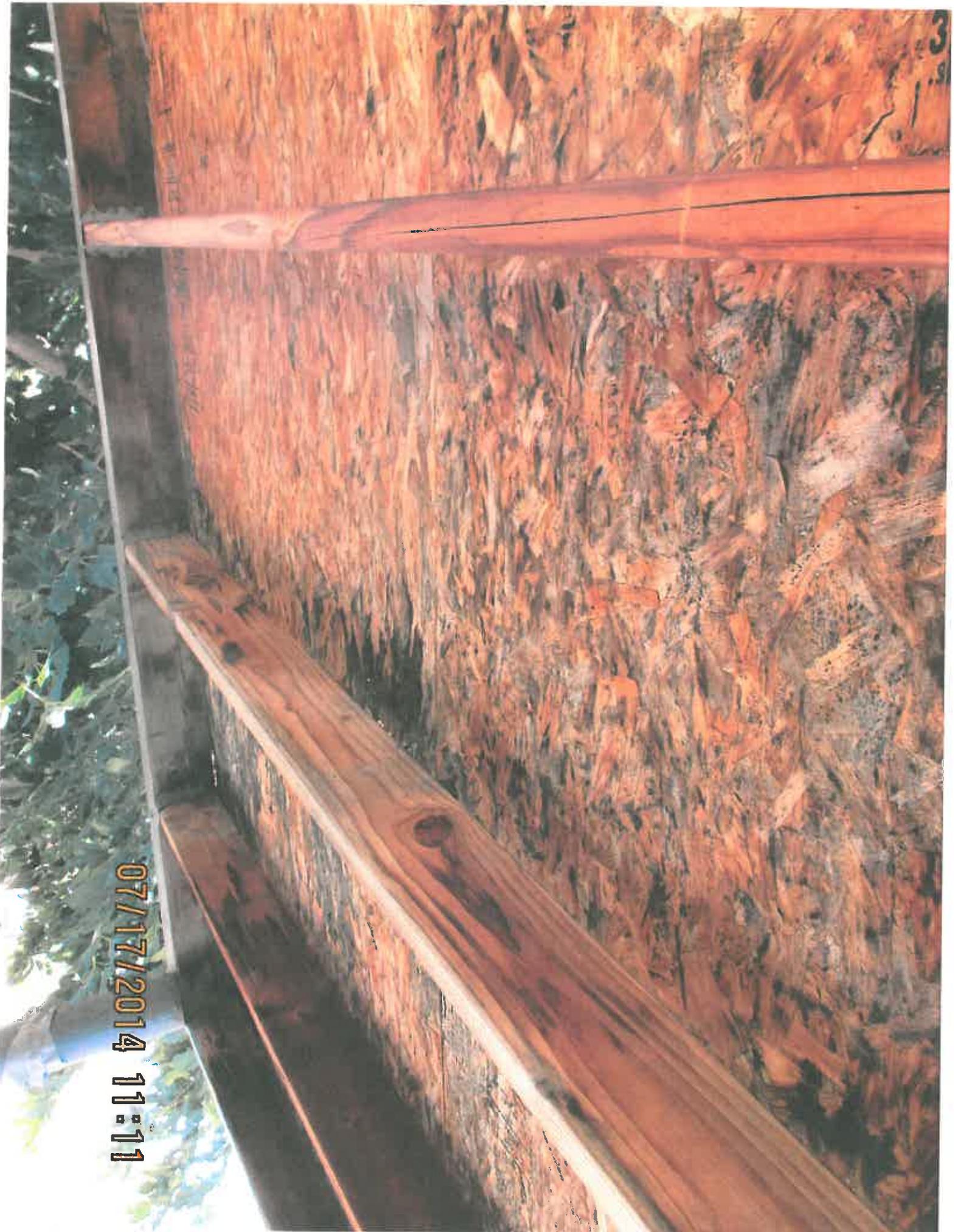


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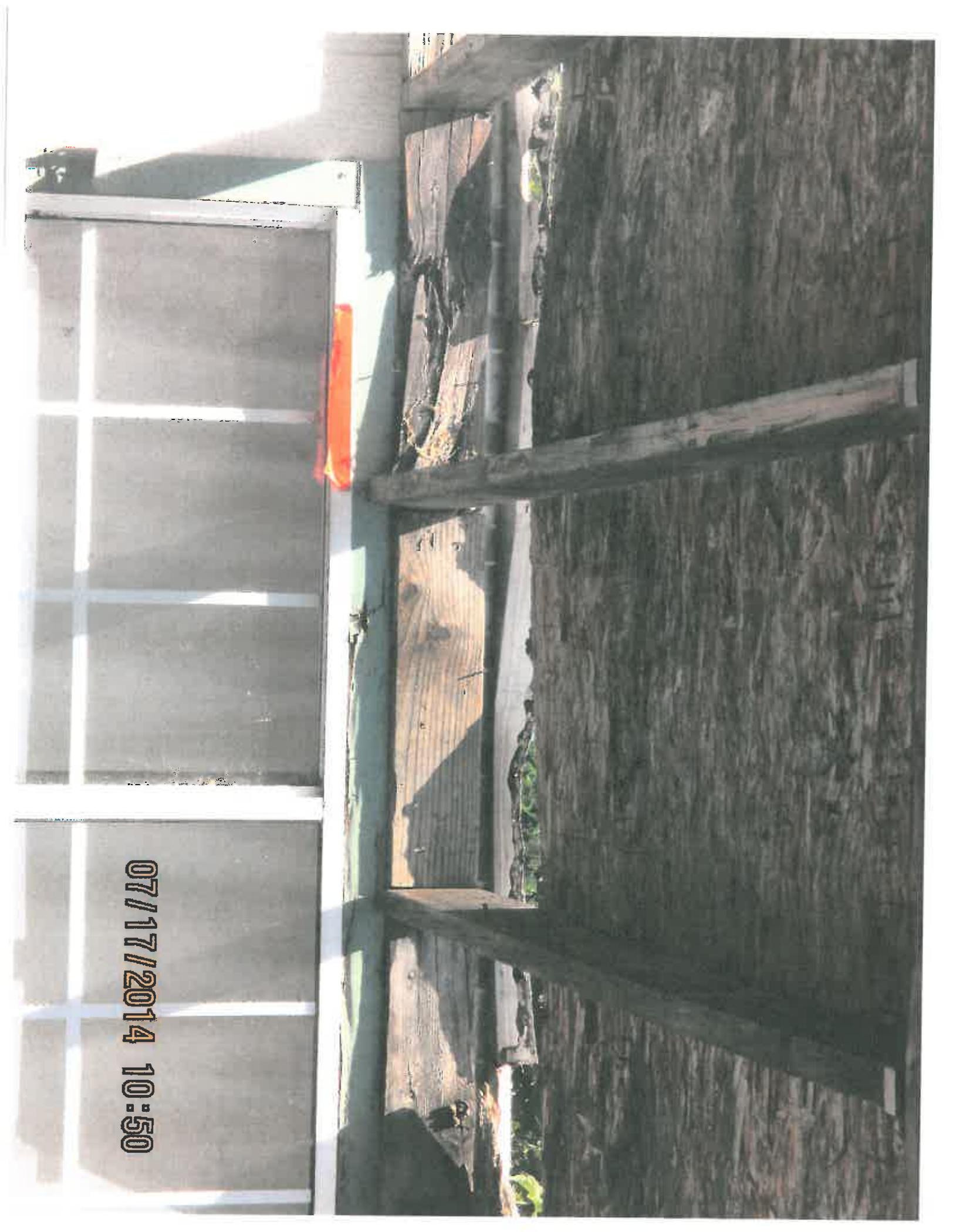
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07/17/2014 10:50





**Town of Camp Verde**  
 Community Development  
 473 S. Main St., Suite 108  
 Camp Verde, AZ 86322  
 Tel: (928) 567-8514  
 Fax: (928) 567-7401  
 Email: Robert.Foreman@campverde.az.gov

**TO: Hollamon Generations**  
**Attn: Mary & Kelly Hollamon – Owners**  
 285 E. Hollamon St.  
 Camp Verde, Arizona 86322

**From: Robert Foreman**  
**Building Official**

**Date Issued:** \_\_\_\_\_

**Quote and Start Work Order (specific parcel)**  
**Abatement of Dangerous Building**

**Subject Property: Parcel No.** 404-16-086

**Street Address:** 3285 E. RIPLEY RD.

**Complaint No.** \_\_\_\_\_

**Scope of Work:** To supply all labor, equipment and transportation necessary to remove dangerous building(s) and associated rubbish and debris.

- 1.) Structure(s)/Building(s). REMOVAL OF MANUFACTURED HOME, AND ANY ATTACHED STRUCTURES, ROOMS + PORCHES.
- 2.) Rubbish/Debris. ONLY RUBBISH/DEBRIS AS A RESULT OF DEMO OF MANUFACTURED HOME.
- 3.) Special. \_\_\_\_\_

**Contractor's Specific Quote:** \$4,900.00

Robert Foreman  
 Robert Foreman, CBCO  
 Building Official

2-18-15  
 Date:

Kelly Hollamon  
 Hollamon Generations-Mary & Kelly Hollamon

2-18-15  
 Date:

9.



Town of Camp Verde

Meeting Date: April 1, 2015

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

**Requesting Department:** Administration

**Staff Resource/Contact Person:** Russ Martin

**Agenda Title (be exact):** Discussion, consideration, and possible approval of a Tolling Agreement and First Amendment to the Annexation and Development Agreement for the Coury Annexation and Development Agreement.

**List Attached Documents:**

1. Tolling and First Amendment to the Coury Annexation and Development Agreement

**Estimated Presentation Time:** 5 minutes

**Estimated Discussion Time:** 15 minutes

**Reviews Completed by:**

- Department Head:** Russ Martin (comments included in report)
- Town Attorney Comments:** Town Attorney worked on this agreement with the Coury Attorney and is ready for your review and approval.
- Finance Department:** N/A

**Background Information:**

*This agreement effectively delays any action taken by either party until a potential new dealer could be found. It places limits on time and explains what would occur if one is found or if it is not found.*

**Recommended Action (Motion):**

*Move to approve the Tolling and First Amendment to the annexation and Development Agreement to the Coury Annexation and Development Agreement authorizing Mayor's signatures as necessary to complete this agreement.*

### Terms of Tolling Agreement

1. The Town of Camp Verde ("**Town**") and Steven C. Coury and Julie Ann Coury (collectively "**Owner**") (Town and Owner are collectively referred to herein as the "**Parties**") have a dispute regarding performance under the February 26, 2005 Annexation and Development Agreement between the Parties ("**2005 Development Agreement**").
2. To avoid the cost of litigation and to allow the Owner time to enter into the agreements (the "**Agreements**") necessary to authorize a third party to operate a Ford dealership ("**Ford Dealership Tenant**") on a portion of the real property that is subject to the 2005 Development Agreement ("**Property**"), the Parties agree to toll all claims that they may have arising out of the prior performance of the Parties under the 2005 Development Agreement for a period of 180 days ("**Tolling Period**"). The Tolling Period is intended to allow the Owner time to complete the Agreements with a Ford Dealership Tenant so that Owner will continue to receive the "Second Auto Dealership Sales Tax Rebate" as described in Section 7.1.1 of the 2005 Development Agreement.
3. At the time the Parties execute the Tolling Agreement, the Parties shall also execute and place into Escrow a First Amendment to the 2005 Development Agreement ("**First Amendment**") containing the following provisions:
  - a. Confirms its effectiveness for the remaining Term of the 2005 Development Agreement, and
  - b. Incorporates the following amendments regarding the payment of the Public Use Assessment:
    - i. Town allowed to offset amounts owed to the Town for the Public Use Assessment from the Sales Tax Rebate Amounts owed the Owner under the 2005 Development Agreement.
    - ii. If the amount owed the Town for a Public Use Assessment exceeds the Sales Tax Rebate Amounts owed the Owner, the Town will advise the Owner of any deficiency, and the Owner must pay the deficiency within thirty (30) days. A failure to make such payment within such thirty (30) day period shall be a default under the 2005 Development Agreement, not subject to mediation or arbitration.
    - iii. Town not required to deposit the Sales Tax Rebate Amounts into a segregated Special Fund but instead will deposit the Sales Tax Rebate Amounts into the Town's general account. The Town will send a report each quarter whether or not a payment is required detailing the balance of the amount owed by or due Owner.
    - iv. If the Town earns any interest on the Sales Tax Rebate Amounts, that interest will be credited to the Town.
  - c. A draft form of the First Amendment to the 2005 Development Agreement will be attached as Exhibit A to the Tolling Agreement.

4. In the event Owner enters into the Agreements prior to the expiration the Tolling Period, Owner shall present to the Town and Escrow Agent evidence thereof at which time the Escrow Agent shall record with the Yavapai County Recorder's Office the fully executed original of the First Amendment to the 2005 Development Agreement. Currently Owner does not know what agreements the transaction with the Ford Dealership Tenant may require, but for the purpose of the Tolling Agreement the Town and the Escrow Agent shall accept as evidence, which the Town agrees not to unreasonably withhold, condition or delay, copies of the original or recorded versions of the Agreements, original or recorded memorandum versions of the Agreements, or a joint "in camera" review (to avoid having the Agreements become public records) by the Town Manager and the Town Attorney of the original signed Agreements.
5. If the Owner does not present the Agreement to the Town prior to the expiration the Tolling Period, the Tolling Agreement will expire upon the expiration of the Tolling Period, and the Parties thereafter may pursue whatever rights and remedies they may have under the 2005 Development Agreement as such agreement may have been amended.
6. Upon the execution and delivery of the Tolling Agreement, the Owner will pay the Town amounts owed for the 2013 and 2014 Public Use Assessment.
7. Capitalized terms not otherwise defined shall have the meaning set forth in the 2005 Development Agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first set forth above.

**OWNER:**

\_\_\_\_\_  
Steven C. Coury

\_\_\_\_\_  
Julie Ann Coury

**THE TOWN:**

**TOWN OF CAMP VERDE**, an Arizona municipal corporation

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

**ATTEST:**

By: \_\_\_\_\_  
Town Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Town Attorney

**EXHIBIT A**  
**FIRST AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT**

When recorded, return to:

Town of Camp Verde  
P.O. Box 710  
Camp Verde, AZ 86322

## **FIRST AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO ANNEXATION AND DEVELOPMENT AGREEMENT ("First Amendment") is made and entered into as of this \_\_\_\_ day of April 2015 (the "Effective Date"), by and between the Town of Camp Verde, an Arizona municipal corporation (the "Town") and Steven C. Coury, a married man dealing with his sole and separate property and Julie Ann Coury a married woman dealing with her sole and separate property (collectively "Owner"). The Town and Owner are sometimes referred to herein collectively as the "Parties" and individually as a "Party").

### **RECITALS**

Town and Owner are parties to that certain agreement entitled Annexation and Development Agreement dated February 26, 2005 and recorded in the Yavapai County Recorder's at 2005-\_\_\_\_\_ (the "Agreement").

The Parties desire to amend the Agreement as set forth below.

### **AGREEMENT**

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Town and Owner agree as follows:

1. Defined Terms. Capitalized terms used but not otherwise defined in this First Amendment shall have the meaning set forth in the Agreement.

2. Amendments. The Agreement is hereby amended as follows:

(a) Section 6.8 of the Agreement shall be deleted in its entirety, and replaced with the following:

**6.8 Public Use Assessment.** In addition to the foregoing and in consideration for the initial imposition the Property will have at annexation on Town services, the Owner hereby agrees to pay the Town an annual assessment fee of no less than ten thousand dollars (\$10,000.00) ("**Public Use Assessment**"). This Public Use Assessment shall be made annually prior to the end of the calendar year through the Term of this Agreement. Owner's obligation to pay the Public Use Assessment under this Section 6.8 shall be satisfied by the Town using the first \$10,000 of the Excise Sales Taxes that are subject to Section 7.1.1 of the Agreement (the "**Sales Tax Rebate Monies**") received each year by the Town to pay the Public Use Assessment. If the total

amount of Sales Tax Rebate Monies received by the Town is insufficient to pay the Public Use Assessment as of the end of any calendar year, the Town will provide Owner written notice of the amount of the deficiency, and the Owner shall pay the full amount of the deficiency within thirty (30) days of receipt of said written notice from the Town. Owner's failure to pay the deficiency within such thirty (30) day period shall be a default under the Agreement which shall not be subject to the mediation or arbitration provisions of the Agreement.

(b) Section 2.28 of the Agreement shall be deleted in its entirety, and replaced with the following:

2.28 "**General Account**" is defined in Section 7.2.2.

(c) The first unnumbered paragraph of Section 7.2.2 of the Agreement shall be deleted in its entirety, and replaced with the following:

**7.2.2 Allocation and Deposit of Revenues.** Subject to the payment of the Public Use Assessment pursuant to Section 6.8, the Town shall deposit into the Town's General Account (the "**General Account**") the Sales Tax Rebate Monies and hold them in constructive trust for the benefit of the Owner for the purposes of paying Owner the payment obligations of this Agreement. The Town may, at its discretion, deposit the Sales Tax Rebate Monies held in the General Account in an interest bearing account. If the Town deposits the Sales Tax Rebate Monies into an interest bearing account, and if it earns any interest on the Sales Tax Rebate Monies, the interest will be credited to the Town.

(d) Section 7.2.2(a) of the Agreement shall be deleted in its entirety, and replaced with the following:

(a) **Deposit of Sales Taxes.** The first deposit of Sales Tax Rebate Monies into the General Account shall be made after the annexation ordinance for the Property becomes final and within thirty (30) days following the Town's receipt of its first monthly transaction privilege tax report from the Arizona Department of Revenue (the "**Monthly ADR Tax Report**") listing Excise Sales Taxes actually received by the Town from any Taxable Activities on the Property. Subsequent deposits of the Sales Tax Rebate Monies shall be made within thirty (30) days following the Town's receipt of each subsequent Monthly ADR Tax Report until the expiration of the applicable Sales Tax Rebate Period.

(e) Section 7.2.2(d) of the Agreement shall be deleted in its entirety, and replaced with the following:

(d) **Computation and Report of Revenues.** Within forty-five (45) days following the end of each Town fiscal quarter, the Town will deliver to the Owner a statistical report of all Excise Sales Taxes generated from

Taxable Activities within the Property (“**Computation and Report of Revenues**”). Such report shall specifically identify any offsets, credits, exclusions or other deductions from the Excise Sales Taxes generated by or attributable to the Property, which have been utilized by the Town in computing the Economic Incentive Payments for the purposes of this Agreement, including the Town’s payment of the Public Use Assessment from the Sale +Tax Rebate Funds pursuant to Section 6.8 above, as amended. The Town shall issue its quarterly report even if no Excise Sales Taxes are generated within a reporting period.

(f) Section 7.2.3 of the Agreement shall be deleted in its entirety, and replaced with the following:

**7.2.3 Monthly Economic Incentive Payments.** The Economic Incentive Payments shall be paid by the Town to Owner from the General Account on a monthly basis (the “**Allocated Revenues**”). The first Economic Incentive Payment shall be made by the Town to the Owner within fifteen (15) days after the Town’s receipt of its first Monthly ADR Tax Report after the date the annexation ordinance for the Property becomes final. Thereafter, Economic Incentive Payments shall be made by the Town to the Owner within fifteen (15) days after the end of the preceding month until the end of the applicable Sale Tax Rebate Period.

(g) Section 7.2.4 of the Agreement shall be deleted in its entirety, and replaced with the following:

**7.2.4 Limitations on Payments to Owner.** The Town shall in no event be required to pay to or on behalf of Owner, with respect to any period, any amount greater than the Allocated Revenues actually received by the Town in or prior to such period and credited (or which properly should have been credited) to the General Account.

3. Ratification/Counterparts. The terms, covenants, conditions and provisions of the Agreement, as modified by this First Amendment are hereby ratified and confirmed and remain in full force and effect. This First Amendment may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the date first written above.

TOWN:

OWNER:

TOWN OF CAMP VERDE, an Arizona  
municipal corporation

\_\_\_\_\_  
Steven C. Coury

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

\_\_\_\_\_  
Julie Ann Coury



STATE OF ARIZONA        )  
  ) ss.  
County of Yavapai        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Julie Ann Coury.

\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_

**ACKNOWLEDGMENT OF ESCROW AGENT**

The undersigned hereby acknowledges receipt of the foregoing First Amendment to Purchase Agreement under Escrow No. \_\_\_\_\_.

\_\_\_\_\_ Title Company

By: \_\_\_\_\_  
Its: Escrow Officer



— Legislative Bulletin —

Issue 9 - March 13, 2015

## Legislative Overview

Starting last Friday night and going into the early morning of Saturday, the Legislature passed the budget package essentially along party lines. You can find more information on the budgetary impacts to cities and towns below.

Today is the 61st day of session, and to date there have been 19 bills signed, as Governor Ducey officially signed the budget package on March 12th.

## Budget

Following an all-night session on Friday, the FY 15-16 Budget bills passed out of the legislature on Saturday morning and the bill package was transmitted to Governor Ducey on Monday and signed on Thursday.

As in the original Governor's budget, cities and towns are being assessed to fund partial operations of the Department of Revenue, now for a total of \$20.8 million. Although the current language does not reflect it, we have been told that they want to split that figure as evenly as possible between cities and counties, at roughly \$10.7 and \$10.1 million respectively. Also in the bill is an assessment on non-program cities for DOR tax system changes, at the rate of \$0.76 per population in the 2010 census.

Over the last few weeks, as directed by the Executive Committee, we have been working with staff in the Governor's Office on an MOU that itemizes a fee-for-service arrangement with measureable performance standards from DOR for our payments. Although that specific language did not appear in the budget bill, we understand that we still have the support of the Governor's office for this plan. We are hopeful that when we meet with DOR to work out how these payments will actually occur we will have an opportunity to explore objective performance measures within an MOU between the local governments and the Department.

## Attorney Fees

**HB 2131 tax adjudications; attorney fees**, sponsored by Rep. Darin Mitchell (R-Litchfield Park) was held in Senate Finance, but will be heard next week. This bill removes all of the caps on attorney fees that can be awarded to a successful taxpayer in tax cases, made such an award mandatory unless the taxpayer acted in specific ways to delay the process, and included contingency fees as an element of attorney fees that could be awarded. The League participated in a stakeholder meeting on Wednesday to discuss an amendment that will be drafted for Senate Finance next Wednesday. It is our understanding that the amendment will remove both the mandatory and contingency fee elements, and extend the current \$30,000 per court level cap to \$75,000 per level, including administrative hearings, indexed to the local CPI. With those changes, the League's position on this bill will be

changed from Opposed to Neutral when the bill is heard.

## Waste Collection and Processing

Three bills that affect municipal waste processes passed this week - SB 1079, SB 1187 and SB 1342. Each one was sponsored by Sen. Gail Griffin (R-Hereford).

**SB 1079, solid waste collection; multifamily housing** changes multi-family housing from residential to commercial for the purposes of waste collection. The League has been opposed to this measure since its introduction as it is concerned that service delivery will be diminished. The bill passed the House Energy, Environment and Natural Resources Committee on Monday by a vote of 7-2 and now goes to the Rules Committee.

**SB 1187 services outside municipal boundaries; requirements** passed the House Government and Higher Education Committee on Thursday by a vote of 8-1. This bill seeks to place standards of operation on municipal recycling, processing and landfill services that would mirror private sector standards. Stakeholders agreed prior to the hearing to meet and discuss concerns and try to reach some livable agreement. That commitment was reflected in testimony. For some cities the issue of violation of intergovernmental agreements is the main concern and for others it is the smaller, non-commercial customer usage and regulating that it of primary focus. The stakeholders will concentrate primarily on these two issues. The bill now goes to the Rules Committee.

**SB 1342, responsibility of payment; utility services**, also passed the House Government and Higher Education Committee on Thursday, by a vote of 7-0. The measure states that for residential property of four or fewer units, a garbage collection service provider, private water company or sewer corporation is prohibited from requiring payment of garbage collection service rates and charges by anyone other than the person who the provider or company contracted with to provide the service, who physically resides or resided at the property, and who receives or received the service. The same conditions apply to a municipality's ability to require payment of unpaid utility user fees. However recent focus on the bill has come from Section One, which addresses the clean-up of property by municipalities and liens. Just prior to the committee the sponsor, proponents, a few cities and the League met to discuss possible amendments to address the cities' concerns, and the sponsor agreed to do so. The bill now goes to the Rules Committee.

## Pawnbrokers, Gold, and Fees

On Monday, the House passed **HB 2480 municipalities; pawnbrokers; gold; prohibited fees** by a vote of 31-28. Sponsored by Rep. Warren Petersen (R-Gilbert), the bill prohibits municipalities from imposing a fee, tax, or assessment on a pawnbroker or person in the business of buying gold in connection with any reportable transaction. The League opposes the bill as it threatens successful policing tools that help locate and return stolen goods to owners. Pawnbroker and gold dealer transaction fees are directly tied to programs that fund police detectives and computer systems that solve crimes and help pawnbrokers comply with state law. The bill now moves to the Senate Government Committee.

## Municipal Elections

On Thursday, the Senate Judiciary Committee passed a strike-everything amendment to **HB 2214**, by a vote of 7-0. The strike-everything amendment mirrors the original **HB 2543** and establishes a formula for determining the majority of votes cast in municipal elections for the office of mayor or city council. If more candidates receive a majority of votes than there are seats to be filled for that office, the candidates who receive the highest number of votes shall be declared elected to that office. If no candidates or not enough candidates receive the majority of votes cast, the number of candidates who advance to the general or runoff election must be equal to twice the number of seats to be filled. The League supports the amendment, as it is a League Resolution that will save taxpayer dollars by eliminating unnecessary elections. We are grateful to Representative Michelle Ugenti (R-Scottsdale) for sponsoring the original bill (HB 2543) in the House and to Representative Warren Petersen (R-Gilbert) for championing the issue after it was bogged down by procedural hurdles. It now moves to the Rules

Committee.

## Legislative Bill Monitoring

(All bills being actively monitored by the League [can be found here.](#))

SB 1079: solid waste collection; multifamily housing

SB 1291: firearms; state preemption; penalties

HB 2570: municipalities; vegetation requirements; prohibition

HB 2320: firearms; permit holders; public places

SB 1133: TPT; municipalities; customer refund claims

HB 2324: intergovernmental agreements; public agency indemnification

HB 2447: (now) real property managers; consolidated returns

HB 2480: municipalities; pawnbrokers; gold; prohibited fees

HB 2563: health facilities; substance abuse recovery

*Legislative Bulletin* is published by the League of Arizona Cities and Towns.

Forward your comments or suggestions to [league@azleague.org](mailto:league@azleague.org).