Support your local merchants.

AGENDA
REGULAR SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, APRIL 6, 2016 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 23, 2016
      2) Regular Session – March 16, 2016
   b) **Set Next Meeting, Date and Time:**
      1) Wednesday, April 13, 2016 at 5:30 p.m. Work Session
      2) Friday, April 15, 2016 at 8:00 a.m. Budget Work Session
      3) Wednesday, April 20, 2016 at 6:30 p.m. Regular Session
      4) Friday, April 22, 2016 at 8:00 a.m. Budget Work Session
      5) Wednesday, April 27, 2016 at 6:30 p.m. Council Hears Planning & Zoning Matters
   c) **Consideration and possible authorization to execute Amendment No. One of ADOT IGA 13-0000292-SR 260 Industrial Drive Roundabout for the design and construction of a roundabout at the junction of SR-260, Industrial Drive and Goswick Way.** Staff Resource: Ron Long
   d) **Possible authorization for the Mayor to sign the Finnie Flat Road and Montezuma Castle Highway Improvement Project-Design Phase Contract with RICK Engineering Company in the amount of $100,000.00** Staff Resource: Ron Long

5. **Special Announcements and presentations:**
   - **Approve Proclamation-First Wednesday of April – Start by Believing Day**
   - **Presentation of 2016 first quarter Business Beautification Award to Laid Back – Jim and Sandy Lawson**
   - **Recognition of the following business**
     - **Parker Construction Ent.**
     - **Bugle**
     - **The Flower Shop**
     - **MHC Willows Community LLC**
     - **The Station**

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

7. **Presentation and update by Fire Chief Terry Keller regarding the proposed Joint Powers Agreement (contracted merger) to create a new separate legal entity to manager both the Camp Verde and Montezuma Rimrock Fire District.**

8. **Discussion, consideration and possible direction to staff relative to proposed legislation by the 52nd State Legislature during its second regular session that convened on January 11, 2016.** Staff Resource: Russ Martin

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

10. **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.

11. **Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.

12. **Adjournment**

Posted by: _____ Date/Time: 03.31.16 4:20 PM

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.

4.a.1

DRAFT MINUTES
COUNCIL HEARS PLANING & ZONING MATTERS
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
THURSDAY, MARCH 23, 2016 at 6:30 P.M.

1. **Call To Order**
Mayor German called the meeting to order at 6:30 p.m.

2. **Roll Call**
Mayor Charlie German, Vice Mayor Bruce George, Councilors Robin Whatley, Brad Gordon, Jackie Baker, Jessie Jones-Murdock, Carol German.

Also present are Town Manager Russ Martin, Town Clerk Virginia Jones, Community Development Director Mike Jenkins, Assistant Planner Kendall Welch, and Recording Secretary Janet E. Turner.

3. **Pledge of Allegiance**
Mayor German led the pledge.

4. **Consent Agenda** – All those items listed below may be enacted upon by one motion as Consent Agenda Items. Any item may be removed from the Consent Agenda and a separate item if a member of Commission so requests.

a. **Approval of Minutes:**
   1) Regular Session – March 2, 2016
   2) Work Session – March 9, 2016

b. **Set Next Meeting, Date and Time:**
   1) Wednesday, March 30, 2016 at 6:30 p.m. – General Plan
   2) Wednesday, April 6, 2016 at 6:30 p.m. Regular Session
   3) Wednesday, April 13, 2016 at 6:30 p.m. Work Session
   4) Friday, April 15, 2016 at 8:00 a.m. Budget
   5) Wednesday, April 20, 2016 at 6:30 p.m. Regular Session
   6) Friday, April 22, at 8:00 a.m. Budget
   7) Wednesday, April 27, 2016 at 6:30 p.m. Council Hears Planning & Zoning Matters

   Item B(1) added March 30 Executive Session at 5:30 p.m.

On motion by Vice Mayor George, seconded by Councilor Baker, Council unanimously approved the Consent Agenda.

5. **Special Announcements and Presentations:**
There are no announcements or presentations.

6. **Call to the Public for Items Not on the Agenda.**
As a private citizen Jackie Baker addressed the Council with a statement (see attachment) regarding Vice Mayor George's statement at the March 16 meeting.

7. **Discussion, consideration, and possible approval of Resolution 2016-961, a Resolution of the Town of Camp Verde, Yavapai County, Arizona, declaring and adopting the results of the Special Recall Election held on March 8, 2016.** Staff Resource: Virginia Jones.

On a motion by Councilor Baker, seconded by Councilor German, Council voted unanimously to accept and adopt the results of the Special Recall Election, Resolution 2016-961.

8. **Public Hearing, Discussion, and Possible approval of Resolution 2016955, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, on Use Permit 20150388, an application submitted by Mr. Reg Destree of Destree Development, agent for 407-09-011 South Property LLC, owner of parcel 407-09-160A, which is 10.00 acres. The property owner is requesting a Use Permit to place an eighty-foot (80'), multi-carrier, monopole, wireless tower, owned by SBA Communications, on parcel 407-09-160A, located in Camp Verde, Yavapai County, Arizona. A Transmitter station and tower for Automatic Transmitting is an allowed used under the M1 (Industrial: General) zoning district in the current planning and zoning ordinance with a Use Permit. All Use permit approvals for a new wireless communication facility, if granted, shall be granted for a maximum period of ten (10) years.** Staff Resource: Mike Jenkins

- Staff Presentation
- **Declare Public Hearing Open**
- Call for Applicants Statement
- Call for Public Input (either in favor or against)
- Call for Applicant's Rebuttal (if appropriate)
- **Declare Public Hearing Closed**
- Call for Council Discussion (may ask questions of applicant)
- Call for Staff Comments
- Call for Motion
- Call for Discussion of Motion
- Call for Question

Community Development Director Mike Jenkins stated that Mr. Reg Destree has requested a Use Permit for parcel 407-09-011 for the purpose of constructing an 80 foot multi-carrier, wireless tower that is owned by SBA Communications, This is an allowable use under M1 (Industrial: General) zoning district. Mr. Jenkins also reported that no property owners within 1,000 feet of the site have responded to multiple mailed notifications or attended neighborhood meetings.

Mr. Reg Destree reported there is nothing new to report since there has been no feedback or public input.

Public hearing closed.

On motion by Councilor Whatley, seconded by Vice Mayor Bruce George, Council voted unanimously to approve Resolution 2016-955, with the stipulations that the Planning and Zoning Commission recommended that are included in the Resolution.

9. **Discussion, consideration and possible direction to staff relative to the Camp Verde Water Company, to include but not limited to, future development of Highway 260 and the Camp Verde Water Franchise Agreement.**

Item brought to Council level by Mayor German who thanked staff for their work. Town Manager Russ Martin provided a status update. It is hoped the Franchise Agreement will be ready by May 1 to have it on the August ballot.

Mayor German noted that he asked for this Agenda Item regarding the water company. He noted that we are currently working with the water company as if we had a franchise in place, but the Franchise Agreement must be ready for the August Ballot by the first of May or Council will have to determine if we are going to continue the agreement or ask them to abide by the rules that other companies who do not have a franchise agreement must abide by.

Mr. Martin explained that he is keeping in touch with both the Town Attorney and the Water Company to move the item to Council. Mr. Martin noted that if we do not have to have another election in November the Water Company would be responsible for the full cost of the Franchise election.
Council requested the Manager contact the water company to let them know the conversation Council had and let them know that we cannot continue to operate without a franchise agreement. Mr. Martin stated he will keep Council informed as it moves forward.

10. **Discussion, consideration and possible direction to staff relative to proposed legislation by the 52nd State Legislature during its second regular session that convened on January 11, 2016.** Staff Resource: Russ Martin

Manager Russ Martin updated Council regarding Senate Bill 1487 that allows the state to withhold shared revenue from cities and towns that are found by the Attorney General to have violated state Law. House Bill 2517 limits municipalities, counties and state agencies from adopting any regulations that applies to business except for purposes of public health, safety and welfare.

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

Event Organizer Marie De Clue thanked the Council on behalf of the Verde Valley Senior Center for $500 in contributions resulting from the 8th 1st annual "March-a-Mile for Meals" held Saturday, March 19, 2016, which will benefit Meals-on-Wheels.

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.

Councilor German – Nothing to report.

Councilor Jones-Murdock – Participated in March-a-Mile for Meals, commented there was a nice turn out and thanked Marie De Clue; also attended the Spring Pecan and Wine Heritage Festival.

Councilor Baker – Gathered up money for March-a-Mile for Meals but did not walk this year citing health concerns; delivered the award to former Councilor Bob Kovacovich from the previous meeting.

Mayor German – Attended Verde River Runoff Canoe & Kayak Race and participated in the March-a-Mile for Meals, both events held on March 19, 2016. Mayor German stated he had the opportunity on Wednesday, March 23, to go out with staff and view the Bullpen Wash Project, review culverts, assessments, etc., (noted that one from Washington, D.C., was absolutely ecstatic how well it was done) and talk with the Corps of Engineers about future projects.

Vice Mayor George – Participated in March-a-Mile for Meals; welcomed people at the gate and cautioned them about alcoholic beverages.

Councilor Gordon – Picked up trash in the Council's adopted mile; attended awards dinner; attended Verde Valley Land Group and listened to presentations about recreational plans upstate, people from Flagstaff, beekeepers, etc.

Councilor Whatley – Participated in March-a-Mile for Meals and the "microburst" commenting it was too bad for the vendors that were negatively impacted by it; had a great time.

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.

Town Manager Russ Martin thanked the Council for the opportunity of being able to get away for a short vacation.

14. **Adjournment**
Mayor German adjourned the meeting at 7:29 p.m.

_____
Charles German, Mayor

_____
Janet Turner -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 Council Hears Planning & Zoning Matters by the Mayor and Common Council of the Town Council of Camp Verde, Arizona, held on March 23, 2016. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this_____day of _____,2016

_____
Virginia Jones-Town Clerk

DRAFT

rec'd by Jackie Baker
Call to public

March 23, 2026

As a Town Councilor and a private citizen of the Town of Camp Verde, I would like to state the following regarding Vice Mayor George's statement at the March 16th meeting.

I question the propriety of his action to pull the minutes of March 2, 2016. I t is my understanding that such an action should be to clarify or correct something, **not to state his objection**.

I was misquoted by Vice Mayor George regarding the September 2, 2015 meeting when he stated I said that I made several calls to the Attorney. In reviewing that **ENTIRE** meeting on our WEB Site, I said that I had made **A** call to the Attorney to make sure we could vote on the agenda item that was being discussed at that meeting.

Regarding Councilor George's reference to the Manager's memo of January 2, 2015, and items 2 D & E, I don't have a clue as to what he is citing. Where is the memo and what are ITEMS 2 D AND E?

To my knowledge NO ONE has ever **"been left in the dark"** on issues that concern the entire Council or the business of this Town. Regarding his statement **"about ...things going on that only one or two know about has been disastrous to Council as a whole and has cost us thousands of dollars in legal fees." Once again,** where is the documentation to support these allegations? **They are simply not true**. Talk about being left in the dark, let me list a few real issues: (a) Council correspondence policies are not currently being followed. (b) talk about attorney fees, how about a Council Member going to Phoenix to confer with the Town's contracted water attorney. I asked about the cost and the authorization of this meeting and the Manager responded by memo that he had authorized it and I have not as yet received the cost.

In the past couple of years, there have been many bold accusations directed toward me and, (might I add Councilor German as well), **ALL** of which have been shown to be without **MERIT**. I resolve to no longer passively accept any accusations or innuendos of impropriety by me. **I am finished turning the other cheek**.

4a_2

DRAFT MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, MARCH 16, 2016 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**
Mayor German called the meeting to order at 6:30 p.m.

2. **Roll Call**
Mayor Charles German, Vice Mayor Bruce George, Councilor Robin Whatley, Councilor Jackie Baker, and Councilor Jessie Jones-Murdock were present. Councilor Brad Gordon and Councilor Carol German were absent.

Also Present
Marshall Nancy Gardner, Town Clerk Virginia Jones, and Recording Secretary Lynn Riordan.

3. **Pledge of Allegiance**
Mayor German led the 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:**
      - Regular Session – January 27, 2016
      - Regular Session – March 2, 2016
      - Executive Session – March 9, 2016 (recorded)
   b. **Set Next Meeting, Date and Time:**
      - Wednesday, March 23, 2016 at 6:30 p.m. Council Hears Planning & Zoning Matters
      - Wednesday, March 30, 2016 at 6:30 p.m.
      - Wednesday, April 6, 2016 at 6:30 p.m. Regular Session
      - Wednesday, April 13, 2016 at 5:30 p.m. Work Session
      - Wednesday, April 20, 2016 at 6:30 p.m. Regular Session
      - Wednesday, April 27, 2016 at 6:30 p.m. Council Hears Planning & Zoning Matters

On a **motion** by Vice Mayor George, seconded by Councilor Baker, the council unanimously voted to approve the Consent Agenda, excluding item 4.a.2 Approval of the Minutes of Regular Session – March 2, 2016 at the request of Vice Mayor George.
Vice Mayor George stated an objection to, and addressed concerns regarding, the statement of Councilor German attached to the Minutes of the March 2, 2016 Regular Session. Vice Mayor George read a statement, attached hereto. After discussion, the council acknowledged that Minutes are a summary of statements and actions that occurred or were addressed. The council requested the Town Clerk to review the audio/video of the March 2, 2016 meeting and determine accuracy of the Minutes prior to the next Regular Session.

On a **motion** by Vice Mayor George, seconded by Councilor Whatley, the council unanimously voted to table approval of Item 4.a.2 Regular Session Minutes of March 2, 2016 and place it on the next Regular Session Consent Agenda.

5. **Special Announcements and presentations:**
   - **Proclamation Designating March 30, 2016 as Vietnam Veterans Remembrance Day**
   - **Proclamation Declaring April as Fair Housing Month**

- **Proclamation Declaring April 10-16, 2016 as National Library Week**
- **Proclamation Declaring April 10-16, 2016 as National Volunteer Week**
- **Proclamation Declaring April 2, -8, 2016 as SciTech STEM Week**
- **Proclamation Declaring April as "Go Blue for CASA" Month**
- **Proclamation Declaring April as RiverFest Month**
- **Recognition of the following business:**
  - **M D McCarter Photo Collection**
  - **Verde Café**
  - **Verde Lakes Water Corporation**
  - **Bullard Construction Co**
  - **Kovacovich, Inc.**
  -

Proclamation: Mayor German proclaimed **March 30, 2016 as Vietnam Veterans Remembrance Day**, and thanked John McDowell for his service. Mr. McDowell expressed gratitude for the Town and Camp Verde Marshal's Office support. Mayor German proclaimed **April as Fair Housing Month, April 10-16, 2016 as National Library Week, April 10-16 as National Volunteer Week, April 2-8, 2016 as SciTech STEM Week, April as "Go Blue for CASA" Month, and April as RiverFest Month.**

Presentations: Mayor German advised the Town had, for a long time, wanted to recognize and show appreciation to its long term and loyal business owners, noting that some of these businesses were actually in operation prior to the Town's incorporation in 1986. Mayor German presented M. D. McCarter – M D McCarter Photo Collection License # 35, Shirley Brinkman representing Allen Williams – Verde Lake Water Corporation License #48 and Stan Bullard – Bullard Construction Company License #54, with a "Key to the Town" plaque. Mayor German stated acknowledgment of Steven Killingstad – Verde Café License # 42 and Bob Kovacovich – Kovacovich, Inc. License # 60. Mr. Killingstad and Mr. Kovacovich were not present.

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

Marie McClue, Camp Verde Senior Center, addressed the Mayor and Council advising that the Meals on Wheels fund raiser will be held this Saturday, March 19, 2016 starting at 9 am in Camp Verde (registration at 8 am) – Gazebo (in conjunction with Cottonwood and Clarkdale). Volunteers, pledges and donations are welcome.

Bobbie Tennant addressed the Mayor and Council advising the Pecan and Wine Festival is also this weekend starting at 10 am on Saturday, and the River Run is also on Saturday at 9 am, with registration at 8:00 a.m. Ms. Tennant encouraged participation by council, staff and the public.

7. **Public Hearing and Possible approval of Series 10 Beer and Wine Liquor License Application for Good 2 Go Stores-Jodi Lynn Vernovas at 1897 W Pueblo Ridge Road, Suite A in Camp Verde, AZ 86322** Staff Resource: Virginia Jones

Town Clerk, Virginia Jones, advised the Mayor and Council that the application for the Series 10 Beer and Wine Liquor License by Good 2 Go Stores has been posted/notice as required by law. The Town did not receive any comments (for or against). Christine Roeske, manager, was present to address any questions by the council or the public.

Mayor German declared the Public Hearing open on the application for the Liquor License.
As there was no public comment or questions, Mayor German declared the Public Hearing closed.
Council discussion: None

On a **motion** by Vice Mayor George, seconded by Councilor Jones-Murdock, the council unanimously voted to approve the application for the Series 10 Beer and Wine Liquor License for Good 2 Go Stores – Jodi Lynn Vernovas at 1897 W Pueblo Ridge Road, Suite A in Camp Verde. AZ. 86322.

8. **Discussion, consideration and possible direction to staff relative to proposed legislation by the 52nd State Legislature during its second regular session that convened on January 11, 2016.**

Mayor German stated he received a telephone call (message) from the Governor regarding Proposition 123 (Education), stating the Governor was requesting support of Proposition 123 and acknowledging that Proposition 123 is not perfect and will not be a "cure-all" for elementary education, but will, in some capacity, benefit Arizona education and residents without raising taxes

9. **Call to the Public for items not on the agenda.**
None.

10. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are Camp Verde Fire District, 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 Jones-Murdock – stated she attended the Camp Verde Marshal's Office Awards Banquet and stated thanks for, and acknowledgment of, the excellent service that CVMO Officers and staff provide for the community and visitors.

Councilor Baker - stated she also attended the Camp Verde Marshal's Office CVMO Awards Banquet and stated that the staff and officers are not thanked often enough - they do a great job. Councilor Baker stated acknowledgment and thanks to the Sponsors for the CVMO Awards Banquet: As provided by Marshall Gardner, the Sponsors were:

- Bassous Construction
- Home Depot (Cottonwood)
- Arizona Stronghold Winery
- Rain Tunnel
- Skaggs
- Verde Canyon Rail Road
- Juniper Resort
- Pink Jeep Tours
- Verde Santa Fe Golf Club
- Blazin' M Ranch
- Copper Star Shooting Range
- Horse Adventure, Sedona
- Bullets & More
- Tractor Supply Store, Cottonwood
- Harkins Theater
- Blue Line
- Don Steinmetz (Talent & Comedian)
- Cliff Castle Casino

Marshall Gardner stated these are just a few that made the evening possible. There was over 120 attendees. It was a packed room and CVMO greatly appreciated the families, friends and supporters who took the time out of their schedules to share the evening, and thanked the council for their continued support of CVMO.

Vice Mayor George - stated he also attended the CVMO Awards Banquet and stated he would be attending and participating in the Meals on Wheels walk this Saturday.

Councilor Whatley - stated she also attended the CVMO Awards Banquet and stated it was good to recognize our Officers; Camp Verde is recognized as one of the safest cities in Arizona – CVMO is doing a great job. Councilor Whatley also advised that the International Archeological Film Festival is also this weekend at the Art Center.

11. **Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.

None.

Adjournment. Mayor German, with no objection from Council, pronounced the meeting adjourned at 7:02 p.m.

_____
Charles German, Mayor

_____
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 Mayor and Common Council of the Town Council of Camp Verde, Arizona, held on March 16, 2016. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2016.

_____
Virginia Jones-Town Clerk

Consent Agenda
Comment by Bruce Geary

Attach 1 3-16-2016
from Bruce Geary

Councilor German requested an addendum be included with the March 2nd minutes and I would like to respond to what I feel is an inaccurate statement that she made in it.

"So my question, why are we spending time, money, and energy on this issue; and why would we even consider changing or altering the Town Code when there has not been a demonstrated abuse or problem with the Code."

In reading through the Lieberman Report that cost the Town over $20 thousand dollars it is clear that the attorney council interaction needs revision. Page 41 and 44 make this very clear. (see attached)

In the Memo from Russ Martin on January 2, 2015, it refers to items 2 d and e that directly address the issue of attorney conduct with our council and our need to have meetings to update how our interactions should be conducted. This also costs the Town money in staff time as well as the need to have our attorney review any changes to our Town Code.

Again during the September 2, 2015 meeting Councilor Baker referred to her "several calls to Bill Sims recently" and again the rest of council had no idea what the issues were about.

I feel these examples demonstrate the need for updating our policies with regard to our Town Attorney. When the council has been "left in the dark" about things going on that only one or two of us know about it has been disastrous to council as a whole and has cost us thousands of dollars in legal fees.

From Bruce George @ 3-16-2016 meeting

conflict, between self-interest and our duty to the Town, to the persons served by the Town and to the general public.

1-2-1 Performance of Duties

*(D) **Employees shall perform their duties impartially in a manner consistent with the law and public interest, unswayed by kinship**, position, partisan interests, public pressure, or fear of criticism or reprisal.*

VI. MISCELLANEOUS MATTERS

A. Town Attorney

A few Councilmembers expressed concern that the Town Attorney, Mr. Sims, is close friends and aligned with Councilmember German and Vice Mayor Baker. Two Councilmembers raised a concern that when the Complaint was made, Bill Sims said, "I need to speak with Jackie." They feel he does not equally represent them.

Others remarked on the fact that it is expensive to use him for advice, and suggested the Manager be consulted first, or that a form be filled out regarding the need for advice on a topic. One Councilmember suggested that, although it would increase expense, Council meetings may run more smoothly if the Town Attorney was present for every meeting.

One councilmember suggested that each time a Councilmember calls the Town Attorney, this should be reported to the rest of Council with the subject matter of the report.

B. Divisive Council Meetings

The Mayor and others expressed a frustration with Carol German, noting that if she does not like the outcome of a Council decision, she will engage citizens to come to Council meetings and voice their opposition. The alternative which would be less divisive is put something on an agenda, or voice an alternative at the Council meeting, or move to strike a line item in the budget, but if she does not do this, she should be willing to accept the action and move on. Councilmember German does not feel that she hangs on to issues.

Councilmember Jesse Jones noted that the body language during Council meetings is problematic. Carol and Jackie roll their eyes, and huff. There is similar language with Robin Whatley towards Carol German and Jackie Baker.

Councilmember Whatley's perception is that Carol German does not like Russ Martin or anyone who does not toe the line as she wishes. Ms. Whatley is not afraid of Ms. German

H. For the purposes of transparency, Council should consider whether their individual inquiries of the Town Attorney should be reported to the rest of counsel with respect to the subject matter.

I. For the purposes of transparency, the Clerk's office should consider whether to keep a log of all public records requests, whether in writing or verbally. If more than nominal amount of time will be spent, a log of time can be kept.

This concludes the Report. Thank you for the opportunity to be of service.

Respectfully submitted,

Amy Lieberman

Amy L. Lieberman

4.c

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: April 6, 2016

☒ *Consent Agenda* ☐ *Decision Agenda* ☐ *Executive Session Requested*

☐ *Presentation Only* ☐ *Action/Presentation* ☐ *Special Session*

Requesting Department: Public Works

Staff Resource/Contact Person: Ron Long

Agenda Title (be exact): Consideration and possible authorization to execute Amendment No.One of ADOT IGA 13-0000292 – SR 260 & Industrial Drive Roundabout for the design and construction of a roundabout at the junction SR- 260, Industrial Dr. and Goswick Way.

List Attached Documents: ADOT IGA/CAR No. 13-0000292-I (4 Pages)
Resolution 2013-899 (9 Pages)

Estimated Presentation Time: N/A

Estimated Discussion Time:

Reviews Completed by: N/A

☐ ***Department Head:*** ☒ ***Town Attorney Comments:*** Approved As To Form

Finance Review: ☒ **Budgeted** ☐ **Unbudgeted** ☐ **N/A**

Finance Director Comments/Fund:
Fiscal Impact: ***Budget Code:*** _____ ***Amount Remaining:***___

Comments:

Background Information:
Current IGA: On October 16, 2013, Council approved Resolution 2014-909 to accept and execute the original IGA # 13-0000292-I between ADOT and the Town. The purpose of the IGA is for the design and construction of a roundabout at SR-260 Industrial Dr/ Goswick Way.

Amendment (No. 1): revises Section I, paragraph 3, by increasing the total construction costs, as estimated by ADOT project engineers. These costs have been offset by:

The cancelation of IGA 14-0004117I – Tri-Intersection (Main St., Finnie Flat Rd. and Montezuma Castle).

- Council approved this IGA on May 28, 2014. The purpose of this Agreement was to facilitate a design and scope for possible improvements to the traffic patterns at the Tri Intersection. ADOT estimated costs for the construction to be approximately $1,500,000. With the remaining Federal

funds for the project of $337,320; the cost to The Town, over $1,160,000, would have been prohibitive.

- Subsequently, staff worked with ADOT to reallocate the Tri-Intersection Federal funds and distribute $236,000 to the SR- 260 Roundabout project and $101,320 to the Finnie Flat Sidewalk project. These projects are important to the Town, this restructuring will greatly assist the successful delivery of two local projects.

- Thus, local matching funds of $20,040, *that would have been required* for the Tri-Intersection project will be now be allocated as : $14,265 to SR-260 Roundabout and $5,775 to the Finnie Flat Sidewalk project

Recommended Action (Motion): Move to approve and authorize execution of Amendment No.One of ADOT IGA 13-0000292 – SR 260 & Industrial Drive Roundabout for the design and construction of a roundabout at the junction SR- 260, Industrial Dr. and Goswick Way.

Instructions to Clerk: Please return two signed originals to: Laura Saenz, Procurement Specialist, Arizona Department of Transportation, Joint Project Administration, 205 S. 17th Avenue, MD 637E, Phoenix, AZ 85007

ADOT CAR No.: 13-0000292-I
Amendment No. One: 15-0005670
AG Contract No.: P0012013000834
Project: Design & Construct Roundabout
Section: SR 260 & Industrial Drive
Federal-aid No.: 260-A(207)T
ADOT Project No.: H8625 01D 01C
TIP/STIP No.:
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: 716

AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF CAM VERDE

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), entered into this date _____, 2016, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF CAMP VERDE, acting by and through its MAYOR and TOWN COUNCIL (the "Town"). The Town and State are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 13-0000292-I, A.G. Contract No. P0012013000834, was executed on October 28, 2013, (the "Original Agreement");

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Amendment No. One and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the Town; and

NOW THEREFORE, in consideration of the mutual agreements expressed herein, the purpose of this Amendment No. One is to increase the federal funds for constuction and establish the Town's maintnance and electrical resposiblities for the future landscapping lighting. The Parties desire to amend the Original Agreement, as follows:

I. RECITALS

Section I. Paragraph 3, is revised, as follows:

3. The State will design, advertise, award and administer construction of a roundabout at State Route (SR) 260 and Industrial Drive, herein after referred to as the 'Project'. The State will obtain federal funds in Fiscal Year 2015 for the costs associated with the design and construction of the Project. The Town will contribute **$39,900.00** toward the project. The Town will also maintain all sidewalks, new curb, gutters, provide weed control, maintenance and electrical power for future lighting associated with the Project.

Section I. Paragraph 5, construction cost is revised, as follows:

H8625 01C (construction):

Federal-aid funds @100% (capped)	$1,300,000.00
Federal-aid funds @ 94.3% (capped)	$ 660,100.00
Town's match @ 5.7%	$ 39,900.00
TOTAL Estimated Project Construction Costs**	**$2,000,000.00**
Total Estimated Town **Funds for Construction**	**$ 39,900.00**
Total Federal Funds for Construction	**$1,960,100.00**

** (Includes 15% CE and 5% Project contingencies)

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

Section II, Paragraph b is revised, as follows:

1. The State will:

b. Upon execution of this Agreement, invoice the Town in the amount of **$39,900.00** for the costs associated with the construction of the Project. Once the Project has been completed, the State will either invoice or reimburse the Town for the difference between estimated and actual costs of this portion of the Project.

Section II, Paragraph 2.b is revised, as follows:

2. The Town will:

b. Upon execution of this Agreement and within thirty (30) days of receipt of an invoice from the State, remit to the State the **$39,900.00** for the costs associated with the construction of the Project. Once the Project has been completed, the State will either invoice or reimburse the Town for the difference between estimated and actual costs of this portion of the Project.

Section II, Paragraph 2.g is revised, as follows:

g. Upon completion of the Project, agree to accept and assume full responsibility of maintaining all sidewalks, new curb, gutters and provide weed control, and obtain electrical power to operate the roadway lighting associated with the Project at the Town's expence.

Section II, Paragraph 2.h is added, as follows:

h. Request and maintain, per established procedure of the State's Northcentral District Permit Office, a valid Encroachment Permit for the construction of roundabout landscaping and all current and future maintenance associated with the roundabout.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO. ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

TOWN OF CAMP VERDE

By _____
CHARLES GERMAN
Mayor

ATTEST:

By _____
VIRGINIA JONES
Clerk

STATE OF ARIZONA
Department of Transportation

By _____
STEVE BOSCHEN, P.E.
ADO Assistant Director

CAR No.: 13-0000292-I
Amendment No. One: 15-0005670-I

ATTORNEY APPROVAL FORM FOR THE TOWN OF CAMP VERDE

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF CAMP VERDE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this 30th day of March, 2016.

William J. Sims

Town Attorney

RESOLUTION 2013-899

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING INTERGOVERNMENTAL AGREEMENT NO.13-0000292-I WITH ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN AND CONSTRUCTION OF A ROUNDABOUT AT STATE ROUTE 260- AND INDUSTRIAL DRIVE IN CAMP VERDE.

WHEREAS, The State is empowered by Arizona Revised Statutes §28-401 to enter into this Agreement; and

WHEREAS, The Town is empowered by Arizona Revised Statutes § 9-240 and §11-952.D to enter into this Agreement; and

WHEREAS, In Fiscal Year 2015, the State will obtain Federal Funds totaling $2,200,000, upon authorization from FHWA, proceed with the environmental clearance, design, bid advertisement, award, and construction administration in connection with the design and construction of a roundabout at State Route 260 and Industrial Drive in the Town of Camp Verde (the "Project"; The State shall be responsible for the completion of the Project in accordance with the requirements of the Project Plans and Specifications; and

WHEREAS, upon completion of the Project the State will assume full responsibility of maintaining the lighting associated with the Project; and

WHEREAS, The Town will contribute $25,650 toward the Project. The Town will maintain all sidewalks, new curb, gutters, provide weed control and the electrical bill associated with the Project; and

WHEREAS, The Parties agree to and acknowledge that each shall perform their responsibilities consistent with this Agreement, and any change or modification to the Project will only occur with the mutual written consent of both Parties.

THEREFORE THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA DO HERBY RESOLVE AS FOLLOWS:

To approve the Intergovernmental Agreement with ADOT for the design, construction and maintenance of a roundabout at State Route 260 and Industrial Drive in the Town of Camp Verde and authorize the Mayor to execute any and all documents in connection with such approval.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, this 16th day of October, 2013.

Charles German, Mayor

Date: 10/17/2013

ATTEST:

Deborah Barber, Town Clerk

APPROVED AS TO FORM:

W. J. Sims, Town Attorney

ADOT File No.: IGA/JPA **13-0000292-I**
AG Contract No.: P001 2013 000834
Project: Design & Construct Roundabout
Section: SR260 at Industrial Drive
TRACS No.: H8625 01D/01C
Budget Source: 716

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF CAMP VERDE

THIS AGREEMENT is entered into this date October 28, 2013, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State"), and the TOWN OF CAMP VERDE, acting by and through its MAYOR (the "Town"). The State and the Town, are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statute § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statute § 9-240 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the Town.

3. The State will design, advertise, award and administer construction of a roundabout at State Route (SR) 260 and Industrial Drive, herein after referred to as the 'Project'. The State will obtain federal funds in Fiscal Year 2015 for the costs associated with the design and construction of the Project. The Town will contribute **$25,650.00** toward the project. The Town will also maintain all sidewalks, new curb, gutters, provide weed control and the electrical bill associated with the Project.

4. The Parties hereto agree to and acknowledge the following conditions: the Parties shall perform their responsibilities consistent with this Agreement, and any change or modification to the Project will only occur with the mutual written consent of both Parties.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

5. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

H8625 01D (scoping/design):

Federal-aid funds @ 100% (capped)	$ 600,000.00

H8625 01C (construction):

Federal-aid funds @ 100% (capped)	$1,150,000.00
Federal-aid funds @ 94.3%	$ 424,350.00
Town's contribution @ 5.7%	$ 25,650.00
Subtotal – Construction**	**$ 1,600,000.00**
TOTAL Project Cost	**$ 2,200,000.00**
Total Estimated Town Funds	**$ 25,650.00**
Total Federal Funds	**$ 2,174,350.00**

** (Includes 15% CE and 5% Project contingencies)

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the Town, if the Project is approved by FHWA and funds for the Project are available.

b. Upon completion of the design, and prior to bid advertisement, performing or authorizing any work on the Project, invoice the Town for the Town's contribution toward the Project, in the amount of **$25,650.00**.

c. Prepare and provide design plans, specifications environmental clearance and other such documents and services required for construction of the Project. Such documents may consist of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the Project.

d. Submit all documentation required to the Federal Highway Administration (FHWA) containing the above-mentioned Project with the recommendation that funding be approved for design, construction and construction administration. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans and Specifications.

e. Upon authorization from FHWA, proceed to advertise for, receive and open bids, select and contract with the firm or firms to whom the award is made for the design and construction of the Project. The State shall be responsible for all contractor claims for additional compensation caused by or attributable to the State.

f. Upon completion of the Project, agree to accept and assume full responsibility of maintaining the lighting associated with the Project. Not be obligated to maintain said Project, should the Town fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

g. Be granted, without cost, the right to enter Town rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights-of-entry to accomplish among other things, soil and foundation investigations.

2. The Town will:

a. Upon execution of this Agreement, designate the State as authorized agent for the Town.

b. Upon completion of the design and within thirty (30) days of receipt of an invoice from the State, remit to the State **$25,650.00** for the Town's contribution toward the Project.

c. Review the design documents required for construction of the Project and provide comments to the State as appropriate.

d. Not permit or allow any encroachments upon or private use of the public right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Town shall take all necessary steps to remove or prevent any such encroachment or use.

e. Hereby grant to the State, its agents and/or contractors, without cost, the right to enter Town Rights-of-Way, as required, to conduct any and all construction and preconstruction related activities for the Project, including without limitation, temporary construction easements or temporary Rights-of-Entry on, to and over County rights-of-way.

f. Obtain, per established procedures of the State's Prescott District Permit Office, a valid annual citywide Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by the Town within the State's rights-of-way. Agree that any new construction or installation shall require a separate permit as per the Prescott District's established procedures, of which may be obtained through the Prescott District Office referenced herein.

g. Upon completion of the Project, agree to accept and assume full responsibility of maintaining all sidewalks, new curb, gutters and provide weed control associated with the Project.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all reimbursements provided herein. All maintenance obligations contained herein, shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon thirty-days (30) written notice to the other party. It is further understood and agreed that, in the event the Town cancels this Agreement, the State shall have no other obligation to continue with the Project. If the federal funding related to this Project is terminated or reduced by the federal government, or if Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, neither Party to this Agreement shall be obligated to continue with the Project or provide funds for past, current or future expenses under this agreement.

2. To the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by (a) the State,

any of its departments, agencies, officers and employees, or its independent contractors; or (b) the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

4. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

5. The Town, the State warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the Town will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. The provisions of Arizona Revised Statute § 35-214 are applicable to this Agreement.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statute § 12-1518.

11. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Town of Camp Verde
Attn: Ron Long
395 S Main St.
Camp Verde, Arizona 86322
(928) 567-0534

12. The Parties shall comply with the applicable requirements of Arizona Revised Statute § 41-4401 and Title 34 of the Arizona Revised Statutes.

13. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

14. In accordance with Arizona Revised Statute § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

TOWN OF CAMP VERDE

By _____
CHARLES GERMAN
Mayor

ATTEST:

By _____
DEBORAH BARBER
Town Clerk

STATE OF ARIZONA
Department of Transportation

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

JPA 13-0000292-I

ATTORNEY APPROVAL FORM FOR THE TOWN OF CAMP VERDE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, the TOWN OF CAMP VERDE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 8th day of October, 2013.

Town Attorney

THOMAS C. HORNE
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

SUSAN E. DAVIS
ASSISTANT ATTORNEY GENERAL
DIRECT LINE: 602-542-8855
E-MAIL: SUSAN.DAVIS@AZAG.GOV

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. P0012013000834 **(ADOT IGA/JPA 13-0000292-I)**, an Agreement between public agencies, the State of Arizona and Town of Camp Verde, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: October 28, 2013

THOMAS C. HORNE
Attorney General

Susan Davis

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:rl:#3589764
Attachment

4.d

$1Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: April 6, 2016

☒ *Consent Agenda* ☐ *Decision Agenda* ☐ *Executive Session Requested*

☐ *Presentation Only* ☐ *Action/Presentation*

Requesting Department: Public Works

Staff Resource/Contact Person: Ron Long

Agenda Title (be exact): *Discussion, consideration and possible authorization for the Mayor to sign the Finnie Flat Road and Montezuma Castle Highway Improvement Project- Design Phase Contract with RICK Engineering Company in the amount of $100,000.*

List Attached Documents: Professional Services Contract (7 pages)
On-Call Consulting Services Agreement (6 pages)

Estimated Presentation Time:.

Estimated Discussion Time:

Reviews Completed by:

☒ ***Department Head: Ron Long***_ ☐ ***Town Attorney Comments:***

Finance Review: ☒ **Budgeted &** ☒ **Unbudgeted** ☐ **N/A**

☒ ***Finance Department***

Fiscal Impact: *The expense* exceeds the current budget line by $25,000. An additional operating transfer from the General Fund for at least a portion of the extra $25,000 will probably need to be approved at some point. That amount will be determined and submitted later. The overall budget would not have a problem absorbing this excess amount.

Budget Code: 03-480-20-851111 ***Budget Amount:*** $75,000

Background Information: To begin planning for the safe and efficient infrastructure of the Business District, Council approved an ADOT- funded Planning Assistance for Rural Areas (PARA) long-range corridor study. The purpose of the 2013, study was to develop a phased-improvement-project plan addressing the infrastructure and multi-modal transportation needs of our community.

Following through with the study's recommendations, Council authorized funding in FY 15/16 CIP budget for the Finnie Flat Streetscape Design. Staff has worked with on-call consultant, RICK Engineering, to expand the design to include the tri-intersection and Montezuma Castle Hwy. to Black Bridge. This will ensure a comprehensive, cohesive and operational efficient design for this business corridor.

Under the terms of the Contract, RICK Engineering Company will provide Project Management, Topographic and Right of Way Survey, Geotechnical Findings, Preliminary Design and Plans, and construction ready Final Design and Phased Plans including estimates of possible construction costs.

Recommended Action: *Move to approve and authorize the Mayor to sign the Finnie Flat Road and Montezuma Castle Highway Improvement Project- Design Phase Contract with RICK Engineering Company in the amount of $100,000.*

Instructions to the Clerk: Obtain Mayor's signature on two original documents

March 31, 2016

SENT VIA EMAIL
Ron.Long@campverde.az.gov

Mr. Ron Long
Town of Camp Verde
473 South Main Street Ste 102
Camp Verde, Arizona 86322

SUBJECT: Proposal to Provide Design Phase Engineering Services through the CV-RICK On-Call Contract
Finnie Flat Road and Montezuma Castle Highway Improvement Project

Dear Mr. Long,

Rick Engineering Company (RICK) is extremely pleased to submit this proposal to provide professional engineering design phase services to perform and deliver 'construction ready' roadway widening and improvement plans for the Finnie Flat Road and Montezuma Castle Highway Improvement Project in the Town of Camp Verde, AZ. Thank you so much for this opportunity to propose on the project. We are confident you will be very pleased with the quality of our work products and the timeliness and responsiveness of our services.

PROJECT BACKGROUND

The project objective is to widen and improve the corridor of Finnie Flat Road from SR 260 to Montezuma Castle Highway and Montezuma Castle Highway from Finnie Flat Road to the Verde River Bridge. These improvements will provide sufficient capacity and operational efficiency throughout the corridor well into the future. The project corridor is highlighted in yellow on the aerial photo map below.

The major improvements to be designed include:

- Widen from 3-lanes to 5-lanes Finnie Flat Road from SR 260 to Cliffs Parkway

- East of Cliffs Parkway intersection, transition from an existing 3-lane road section with right turn bays to 7th Street to an improved 2-lane roadway with needed auxiliary turn lanes to the Tri-Intersection
- Conduit beneath Finnie Flat Road at Simonton Ranch Road to accommodate the installation of a future traffic signal at this location
- Widen and improve the Tri-Intersection road segments to accommodate two-way traffic movements
- Modify the northbound approach for Main Street at the Tri-Intersection to eliminate the slip lane to slow traffic to enhance pedestrian and bicycle safety
- Widen from 2-lanes to 3-lanes Montezuma Castle Highway from the Tri-Intersection and transition from 3-lanes to 2-lanes north of the new Library to meet the existing Verde River Bridge
- Traffic signal modifications to accommodate the widened roadway sections
    - Cliffs Parkway / Finnie Flat Road
    - Montezuma Castle Highway / Finnie Flat Road

    Note: The signals at the SR 260 intersection are not anticipated to need modification as part of this project since there are already 4-lanes on the Finnie Flat Road approach. This project can provide for reinstallation of detection loops if and as needed.

    Also, the design will provide for conduits to be installed beneath Finnie Flat Road at Simonton Ranch Road to accommodate the future traffic signal installation
- Auxiliary lanes (left turn or right turn lanes) where warranted at major intersections
- Urban roadway section with curb and gutter throughout the corridor
- Storm sewer system where needed
- Landscaping and streetscaping improvements to mirror the existing landscaping and streetscaping on the Main Street Corridor south of the Tri-Intersection
- Geometric reconfiguration of the Black Bridge Loop Road and Montezuma Castle Highway intersection
- Sidewalks (6-ft wide) each side of roadway through the corridor
- Pedestrian lighting each side of the roadway throughout the corridor to match the existing lighting on Main Street
- Identify any additional right of way needs for the project

SCOPE OF WORK – DESIGN PHASE ENGINEERING

1. Project Management
    a. Direct and oversee the work of the design team
    b. Control the project schedule and budget
    c. Coordinate with Town staff and keep them well informed on the project's status and progress
    d. Schedule, conduct, and attend project meetings; three or four meetings are anticipated
    e. Apply for and secure approvals as needed on the plans, specifications, and construction contract documents
    f. Collect and compile all available background data, plans, reports and other documents for the corridor

2. Topographic and Right-Of-Way Survey
    a. Topographic field survey of approximately 11,000 linear feet of existing roadway right of way
        i. Limits of design cross-sections is from 25 feet beyond right of way lines each side
        ii. Survey will extend approximately 100 feet each direction at all side road intersections
    b. Street cross-sections at 50' foot stations, closer spacing through intersections, and to include all grade breaks
    c. Locations of observed underground utilities, fire hydrants, water valves, sewer manholes, gas valves, electrical boxes and transformers, light poles, etc.
    d. Delineation of right-of-way lines on base mapping and plan sheets
    e. Provide property descriptions for any additional right-of-way needed for the project

3. Geotechnical Investigation and Report
    a. Conduct a geotechnical investigation in the field
    b. Advance eight borings along the corridor length
    c. Analyze the geotechnical data and make recommendations in a formal report
        - Existing pavement section
        - Recommended pavement section
        - Earthwork compaction and shrinkage factor
        - Suitability of on-site soils for pavement subgrade and trench backfill
        - Slope stability and related information for steeper side-slope areas of the Tri-Intersection

4. Preliminary Design Phase
    a. Conferring with the City on project planning, requirements, finances, schedules, implementation phases of the project, and other pertinent matters
    b. Preparation of a geometric layout plan for the full build-out roadways and review with Town staff for concurrence
    c. Meeting with the ADOT and other concerned parties on matters affecting the project
    d. Developing design schematics, sketches, landscaping, streetscaping and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates

5. Preliminary Design and Preliminary Plans
    a. Draft base plan sheets from the topographic survey information
    b. Prepare plan/profile sheets at a scale of 1"=20'
    c. Preliminary design of paving and drainage improvements; design will address the following items
        i. Delineation of roadway widening
        ii. Pavement sections
            - Existing roadway and needed improvements
            - New pavement in widened areas
        iii. Location and extents of curb/gutter sections

iv. Prepared subgrade
v. Aggregate base course
vi. Asphalt surface course
vii. Utility fixture adjustments (manhole frames/covers, water valve boxes, utility boxes, etc.)
viii. Storm drainage collection system (inlets and pipe) and outlets
ix. Design valley drain sections to facilitate positive drainage and eliminate ponding areas where needed through intersections
x. Protection of existing utilities; replacement of any facilities damaged during construction
xi. Design 6-ft wide sidewalks throughout the corridor on each side of the roadway
xii. Providing for the new construction or reconstruction of sidewalk ADA ramps and ADA compliant sidewalk crossings of driveways

d. Preliminary plans for traffic signal modifications needed at the Cliffs Parkway and Montezuma Castle Road intersections with Finnie Flat Road
   - Conduit sizing and location across Finnie Flat Road at Simonton Ranch Road to accommodate the future traffic signal design and installation at this location
e. Warrant analysis for auxiliary turn lanes at major intersections and recommendation for lane lengths
f. Preliminary signing and striping plans
g. Preliminary landscape and streetscape concepts
h. Identify any right-of-way needs for the project and provide property descriptions for needed right-of-way tracts for acquisition purposes
i. Develop a preliminary opinion of probable construction cost for the project
j. Submit preliminary plan/profile set and the preliminary opinion of probable construction cost to the Town for review and comment
   - Schedule and meet with Town staff to review the preliminary plans and related information
k. Address comments received on the preliminary design submittal

6. Final Design and Phased Plan Sets

a. Prepare final 'construction ready' project documents for each implementation phase of the overall improvement project
   - No more than three implementation phases are anticipated for this project
b. Final project document sets for each implementation phase will include:
   - Plan Set
   - Technical Specifications
   - Bid Documents
   - Cost Estimate

Note: For each implementation phase, the final design will accomplish the following tasks:

c. Final design of the roadway widening and improvement project
   - Includes and addresses all aspects addressed in the preliminary design phase
d. Prepare and submit draft final design plan sets to the Town for review and comment
e. Update the opinion of probable construction costs

- Submit to the Town along with the draft final design plans

f. Prepare and submit draft supplemental Technical Specification sections to the MAG Standard Specifications and Details for review and comment along with the draft final design plans

g. Schedule and conduct a field review of the overall design with Town representatives

h. Address comments received on the draft final plan sets and the supplemental Technical Specifications from both the plan review and the field review

i. Final design plan sets will reflect all items noted during preliminary design, plus the following items
   - Traffic control
   - Right of way restoration of disturbed areas
   - Details at tie-in points at terminal and intersecting streets including curb ramps

j. Prepare and provide construction details as needed to clearly convey the intent of the design

k. Prepare and provide construction notes as needed to also define and convey the design intent

l. Refine as needed the typical sections for the various proposed improvements

m. Prepare and submit final plan sets to the Town for bidding purposes

n. Update and finalize the opinion of probable construction costs and provide to the Town

o. Address any final review comments from the Town on the plans, specifications and cost estimates

p. Edit and provide sets of Bid/Contract Documents including the bid forms and special provisions

q. Provide electronic files for all final design project document sets to the Town of the plans, specifications, and opinion of probable construction costs in PDF and original file formats (e.g. Word, CAD files, etc.)

PROFESSIONAL SERVICES FEES

Rick Engineering Company will provide the above described scope of services for a total lump sum fee of **One Hundred Thousand Dollars ($100,000.00).** Project-related direct reimbursable expenses (e.g. mileage, printing, plotting, mailing, etc.) are included in the lump sum fee amount and are invoiced at the actual cost with no mark-up. A breakdown of the proposed engineering services fee is included and shown on the next page.

Invoices for services rendered are sent on a monthly basis. The amount of each invoice will be determined by the number of hours actually spent on the project during the preceding time period per employee classification at our standard hourly billing rates.

Additional services that may be requested will be provided on a time and materials basis and invoiced at our standard hourly billing rates. For additional work with defined scope components, Rick Engineering Company would be happy to provide a fee proposal outlining the scope, schedule and fee for you to review and approve under the same terms and conditions of this letter agreement.

SCHEDULE

We anticipate four months total from your acceptance of this proposal and issuance of 'Notice to Proceed' to complete the design phase of the project for you. The survey, geotechnical investigation, and preliminary design will be completed in the first two months, and the final design and preparation of phased implementation project document sets will be completed in the subsequent two months.

The project schedule can be adjusted as mutually agreed upon to meet your needs.

Itemized Fee Breakdown						
Finnie Flat Road and Montezuma Castle Highway Improvement Project						
Town of Camp Verde						
Personnel Classification	*Project Manager*	*Survey Manager*	*Survey Crew (2-person)*	*Survey CADD Technician*	*Project Admin.*	*Task Fee Amount*
Hourly Billing Rates	*$220*	*$135*	*$140*	*$100*	*$45*	
Task 1 - Right-of-Way & Topographic Survey						
ROW & Topographic Survey for Design	0	4	80	16	0	$13,260
Expenses	Mileage, printing, recording, mailing, deliveries, etc.					$1,040
					Task 1 Subtotal: Right-Of-Way & Topographic Survey	**$14,300**
Task 2 - Geotechnical Investigation & Report						
Geotechnical Investigation & Report	See Proposal from Alpha Geotechnical & Materials, Inc.					$6,517
					Task 2 Subtotal: Geotechnical Investigation & Report	**$6,517**
Personnel Classification	*Project Manager*	*Civil Engineer & LA*	*Civil Designer*	*Senior Traffic Engineer*	*Traffic Engineer*	*Task Fee Amount*
Hourly Billing Rates	*$220*	*$130*	*$100*	*$205*	*$150*	
Task 3 - Roadway Widening Design & Bid Package Preparation						
Road Widening Design & Phased Plan Sets	12	24	320	0	0	$37,760
Bid Documents & Cost Estimate	12	0	12	0	0	$3,840
Expenses	Mileage, printing, plotting, mailing, deliveries, etc.					$823
					Task 3 Subtotal: Roadway Widening Design & Bid Package Preparation	**$42,423**
Task 4 - Traffic Engineering						
Traffic Signal Modification Plans (2 sets)	0	0	0	20	120	$22,100
Turn Lane Warrants & Lengths	0	0	0	4	12	$2,620
Expenses	Mileage, printing, plotting, mailing, deliveries, etc.					$80
					Task 4 Subtotal: Traffic Engineering	**$24,800**
Task 5 - Landscaping Design						
Landscaping Design, Plans, Specifications	0	90	0	0	0	$11,700
Expenses	Mileage, printing, plotting, mailing, deliveries, etc.					$260
					Task 5 Subtotal: Landscaping Design	**$11,960**
Total Lump Sum Fee - Finnie Flat Road and Montezuma Castle Highway Improvement Project						**$100,000**

AGREEMENT

It is understood that the Town will authorize this task assignment under the terms and conditions of the "Agreement for Professional Services for On-Call Consulting Services" between the Town of Camp Verde and Rick Engineering Company dated October 28, 2015 and executed by the Town Mayor on November 9, 2015. If you would like us to proceed on this work as outlined herein, we ask that you please sign and return this letter proposal as our written authorization and notice to proceed. If you have any questions regarding this proposal, please contact us directly (Dale Miller at 480.522.0330 or dmiller@rickengineering.com).

Thank you for requesting Rick Engineering Company to provide these services. We appreciate the business! We will do our very best to make sure you are pleased with the quality of our design work products and the timeliness and responsiveness of our professional services. Our team stands ready to go to work for you immediately upon your notice to proceed. We look forward to working closely with you on this project!

Sincerely,
RICK ENGINEERING COMPANY

Christopher G. Patton, P.E.
Phoenix Office President

Dale E. Miller, PE
Project Manager

APPROVED BY: _____
Charles German, Mayor (Client)

DATE: _____

Invoices for this project to be mailed to (correct as necessary):

Client:	Town of Camp Verde, Public Works
Address:	395 South Main Street
City/State/Zip:	Camp Verde, Arizona 86322
Contact person:	Ron Long P.E.
Telephone: 928.554.0823	Email: Ron.Long@campverde.az.gov

Please complete, sign and return a copy to RICK ENGINEERING COMPANY

Town of Camp Verde

Agreement for Professional Services

For
On-Call Consulting Services
Between the
Town of Camp Verde
Camp Verde, Arizona
And
Rick Engineering Company

This Agreement ("Agreement) is entered into this 28th day of October, 2015, by and between **Rick Engineering Company**, with a business address of **6150 North 16th Street Phoenix, AZ 85016-1705, Traffic Engineering** ("Consultant") and the Town of Camp Verde, a municipal corporation ("Town") with a business address of 473 S. Main Street, Camp Verde, AZ 86322.

The Town engages the Consultant to perform professional services for various projects associated with Solicitation for Request for Statement of Qualification, Professional On-Call Consulting Services #15-112. Projects shall be assigned on as-needed basis as determined by the Town.

For each potential project a Scope and all Fees shall be negotiated with the Consultant and shall be approved by the Town prior to commencement of work. The Consultant agrees to provide to the Town services and materials set forth in the Scope of Work requested by the Town in its Requests for Proposal during the Agreement period. No material, labor, or facilities will be furnished by the Town, unless otherwise provided for in the Agreement. Timing is of the essence to the Town

This Agreement does not create an employee/employer relationship between the parties and shall not be deemed to guarantee any employment of the Consultant or any employee of the Consultant or any subConsultant or any employee of any subConsultant by the Town at the present time or in the future It is the parties' intention that the Consultant will be an independent Consultant and not an employee of the Town for all purposes, including, but not limited to, the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code (and any other Arizona income tax laws), the State of Arizona workers' compensation laws and unemployment insurance laws and any of the Town's benefit plans for the Town's employees. Consultant agrees that it is a separate and independent enterprise from the Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform any work performed for the Town. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the Town. The Town will not be liable for any obligation incurred by the Consultant, including, but not limited to, unpaid minimum wages and/or overtime premiums. This Agreement shall not be construed to authorize the Consultant to act as an agent for the TOWN in any manner.

The parties further agree and acknowledge that the Town is engaging Consultant as an independent Consultant to provide on-call services to the Town on an as-needed basis

under the terms of this Agreement and that the Town shall not be required, under any circumstance(s), to assume liability for the direct payment of any salary, wage, or other compensation to any person employed by the Consultant before, during, or after this agreement is in effect.

The Town shall not withhold from sums becoming payable to the Consultant under this Agreement any amounts for federal, state or local taxes, including federal or state income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. The Town shall report all payments to Consultant on Internal Revenue Service Form 1099. The Consultant agrees that any tax obligation of Consultant arising from the payments made under this Agreement will be the Consultant's sole responsibility. The Consultant will indemnify the Town for any tax liability, interest, and/or penalties imposed upon the Town by any taxing authority based upon the Town's failure to withhold any amount from the payments for tax purposes.

In performance of services hereunder, CONSULTANT shall determine his/her necessary hours of work. CONSULTANT shall provide whatever employees, tools, equipment, vehicles, and supplies CONSULTANT may determine to be necessary in performance of services hereunder.

Section I. Period of Service

The term of this Agreement shall be for the period commencing on **October 28, 2015** with the Town Council approval of this Agreement and shall continue **Thirty-Six MONTHS** until **October 26, 2018** unless terminated sooner by the parties, pursuant to Section IV below.

Section II. Compensation

Consultant shall provide **Traffic Engineering Services.** The Town and Consultant shall mutually agree upon the specific work product, scope of services and cost of any work performed.

The rates Consultant will be paid as consideration for performance of **Traffic Engineering Services** on a monthly basis through a flat fee system. No further payment will be made for routine facsimile, telephone, postage, copy, or travel costs. Extraordinary costs, as identified and detailed shall be negotiated as part of the Scope of Work.

Section III. Billing

Consultant shall provide Consultant services to the Town, based on the negotiated Scope of Work and Fees The Town shall pay Consultant monthly, based upon work performed, completion to date and submission of invoices pursuant to Section II. Invoices should be mailed to the following address:

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

Section IV. Termination

The Town or the Consultant reserves the right to cancel the whole or part of this Agreement with or without cause and for any reason or no reason by giving **60 days** written notice to either party.

However, in the event that this Agreement is terminated the Town shall pay Consultant in full for all services already rendered pursuant to Section II, exclusive of any markup for profit or expected compensation following such termination, and all future obligations under this Agreement shall cease. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

Section V. Successors and Assigns

Neither this Agreement, nor any obligation of Consultant hereunder, shall be assigned in whole or in part by Consultant without the prior written consent of the Town Manager.

Section VI. Waiver and Severability

A waiver of any part of this Agreement, whether express or by conduct, shall not constitute a continuing waiver of such part (unless explicitly stated to be so), or a waiver of any other part, nor shall a waiver of any breach of this Agreement, or any part of it, whether express or by conduct, constitute a waiver of any succeeding breach. The provisions of this Agreement shall be severable such that if any provision shall be deemed to be invalid and unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions hereof.

Section VII. Whole Agreement

This Agreement, represents the parties' whole Agreement. There are no other promises, terms, conditions or obligations, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

Section VIII. Construction

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

Section IX. Insurance Requirements

The Consultant agrees to procure and maintain at Consultant's sole expense and to provide a Certificate of Insurance/Endorsement evidencing insurance coverages below.

1. **COMPREHENSIVE COMMERCIAL GENERAL LIABILITY**

Combined single limit against claims for Bodily Injury, Death and Property Damage, in connection with services provided and in an amount not less than:

$1,000,000 each occurrence
$2,000,000 aggregate

General Liability Insurance certificates *shall name the Town of Camp Verde as an Additional Insured (with corresponding endorsement relative to the additionally insured status)* and provide a description of operations: Example: For Bid #: XYZ123

2. **COMPREHENSIVE COMMERCIAL AUTOMOBILE LIABILITY**

Combined single limit for Bodily Injury and Property Damage, in an amount not less than:

$1,000,000

Commercial Auto Liability Insurance policies or certificates *shall name the Town of Camp Verde as an Additional Insured (with corresponding endorsement relative to the additionally insured status).*

Required if the Consultant is driving for the town beyond the normal commute to the job site.

Including:

1. Non-Owned
2. Leased
3. Hired Vehicles

3. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY**

Statutory Minimum $1,000,000

Plus Employer's Liability Coverage for:

A:	Each Accident	$1,000,000
B:	Each Employee	$1,000,000
C:	Disease, Each	$1,000,000

Exception: sign a waiver provided by the Town relative to being a sole proprietorship without any employees.

4. All carriers shall be approved to write insurance in the State of Arizona and possess an A- or better A.M. Best rating.
5. With the execution of this Agreement, Consultant shall simultaneously furnish any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement.
6. Consultant shall furnish to the Town of Camp Verde any renewal Certificates of Insurance (if coverage has an expiration or renewal dates occurring during the term of this Agreement).
7. The Consultant shall keep said policies in force for the duration of the Agreement and for any possible extension thereof. The policy shall not be suspended, voided canceled or reduced in coverage for the duration of the Agreement and for any possible extension thereof without at least thirty (30) days' notice of cancellation of material change in coverage. Such notice shall be sent directly to Town of Camp Verde, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322, Attn: Risk Manager.
8. The receipt of any Certificate of Insurance and endorsement does not constitute an agreement by the Town of Camp Verde that insurance requirements have been met.
9. Failure of Consultant to obtain Certificates or other insurance evidence from other Consultants shall not be deemed a waiver by the Town of Camp Verde.
10. The Consultant's liability under this Agreement is not in any way limited by the insurance required by this Agreement.

11. Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.

Section X. Indemnity

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

Section XI. Compliance with Federal and State Laws

The Consultant understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

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

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

The Town retains the legal right to inspect the papers of any Consultant or SubConsultant's employee who works on this Agreement to ensure that the Consultant or any SubConsultant is complying with the Consultant Immigration Warranty. Consultant agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Consultant and any of the SubConsultants to ensure compliance with Consultant's Immigration Warranty. Consultant agrees to assist the Town in regard to any random verification performed.

Neither the Consultant nor any of the SubConsultants shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or SubConsultant

Consultant's Immigration Warranty. Consultant agrees to assist the Town in regard to any random verification performed.

Neither the Consultant nor any of the SubConsultants shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or SubConsultant establishes that is has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals, this October 28, 2015

APPROVED AS TO FORM:

William Simms / Oct. 21, 2015

Town of Camp Verde:

By: _____ 11/9/2015
Charles German, Mayor/Date

Consultant:

By: _____

Date: 11/5/15

ATTEST:

The Mayor and Council approved this agreement for execution at the regular session of October 28, 2015.

_____
Virginia Jones, Town Clerk

The contract was reviewed and delivered, as signed by the Town, to the Consultant on October 30, 2015, by Virginia Jones, Town Clerk.

5.

PROCLAMATION

Annual Start by Believing Day

Whereas, *the Town of Camp Verde, in Yavapai County and the State of Arizona shares a critical concern for victims of sexual violence and a desire to support their needs for justice and healing; and*

Whereas, *in 2015 the Camp Verde Marshal's Office received a total of 34 reports of sexual assault, rape or attempted rape, and the Yavapai County Family Advocacy Center served the needs of victims during 5 crisis interventions, peer counseling sessions, and forensic exams, law enforcement interviews, or other proceedings; and*

Whereas, *current estimates suggest no more than 20 percent of sexual assaults will be reported to law enforcement and less than 3 percent will result in the conviction and incarceration of the perpetrator; and*

Whereas, *research documents that victims are far more likely to disclose their sexual assault to a friend or family member, and when these loved ones respond with doubt, shame, or blame, victims suffer additional negative effects on their physical and psychological well-being; and*

Whereas, *the Start by Believing public awareness campaign (a program of End Violence Against Women International) is designed to improve the responses of friends, family members, and community professionals, so they can help victims to access supportive resources and engage the criminal justice system;*

Now Therefore, Be it Proclaimed *by The Mayor and Common Council of the Town of Camp Verde that they support the Start by Believing public awareness campaign and do hereby declare the first Wednesday of April each year to be* ***Start by Believing Day*** *throughout the Town of Camp Verde, Arizona.*

_____ _____

Charles German, Mayor Date

Attest:

_____

Virginia Jones, Town Clerk

Creating a National Movement
Start by Believing Day
Wednesday, April 6th, 2016

When we launched the *Start by Believing* campaign in 2011, our goal was nothing short of changing the world. We wanted to reach into that moment when a sexual assault victim turns to someone they love and says, "I was raped." All too often, we know what happens in that moment. It turns into a terrible betrayal:

> *Are you sure that's what happened? Maybe it was just a misunderstanding.*
>
> *Are you crazy? He wouldn't do that! He's such a nice guy.*
>
> *Well, what did you think would happen? I told you not to go there!*

This type of response has a devastating impact on victims. It also decreases the likelihood they turn to anyone else for help. Why would they? If this is how their loved ones react, why would they expect anything better from professionals?

We can do better. *Start by Believing* was designed to change this reality, by preparing loved ones and professionals to respond supportively to a moment of disclosure:

> *I'm so sorry. Do you want to tell me what happened?*
>
> *That's terrible! What can I do to help?*
>
> *Can I give you a ride to the hospital to make sure you're okay?*

Becoming a *Start by Believing* Nation

In 2011, we could not have imagined how broadly the campaign would be adopted, and how creative you would be in your efforts to spread the word. In less than five years, the campaign has been adopted by more than 130 communities here in the U.S. and others around the world. Four states have formally proclaimed their pledge to *Start by Believing*, and we are building momentum toward a national proclamation.

END VIOLENCE AGAINST WOMEN INTERNATIONAL

EVAW International
P.O. Box 33
Addy, WA 99101-0033
509-684-9800 Phone
509-684-9801 Fax
info@evawintl.org

Join Our Mailing List

Platinum Partner
illumina

Bronze Partner
SDFI

START BY believing

For more information on the *Start by Believing* campaign, visit our website or check us out on Facebook.

#StartByBelieving

We will become a *Start by Believing* Nation.

Our next step is to join forces, and show the world our power to create change. On April 6th, 2016, we are declaring the first-ever, global *Start by Believing Day*. Please join us in creating an international message of support for sexual assault survivors.

Why April 6th?

We chose this day to build on the momentum that began last April, when Utah State Representative Angela Romero sponsored a resolution to declare the first Wednesday in April as the first-ever *Start by Believing Day* in Utah. While many other communities and states have declared such a day, Utah's resolution took the innovative step of establishing it as an annual event. We can all join them in making this a global event.

Each year, we can join Utah in re-affirming our commitment to *Start by Believing*.

Representative Romero with colleagues after the Utah Resolution passed committee

To get started, please visit the *Start by Believing* website, particularly the *Start by Believing Day* page. In particular, you will want to visit pages offering information to Build Your Campaign, Campaign Resources, FAQ's, and much more. You can also stay tuned, as we will be sending out more bulletins with information, ideas, and inspiration.

Best Practices: Resources

Best Practices: FAQ's

Find us on Facebook

twitter FOLLOW US

amazonsmile You: shop. Amazon gives.

Support EVAWI by Shopping AmazonSmile

CFC Combined Federal Campaign

EVAWI CFC Designation **# 11400**

BEST CERTIFIED BY INDEPENDENT CHARITIES OF AMERICA

Donate Now

Let's make this a reality! Together, we can inspire the world to *Start by Believing*!

SART Interactive Scenario
Pre-Conference
Washington DC
March 21, 2015

Learn how to use evidence to work through a sexual assault investigation from the crime scene to the courtroom.

Washington Hilton
Washington DC
March 22-24, 2016
#EVAWI2016

Save the Date for our International Conference on Sexual Assault, Domestic Violence and Engaging Men and Boys

End Violence Against Women International

Vision Statement: We envision a world where gender-based violence is unacceptable; where perpetrators are held accountable, and victims receive the compassion, support, and justice they deserve.

Mission Statement: We inspire and educate those who respond to gender-based violence, equipping them with the knowledge and tools they need to support victims and hold perpetrators accountable. We promote victim-centered, multidisciplinary collaboration, which strengthens the response of the criminal justice system, other professionals, allies, and the general public – making communities safer.

PLEASE DO NOT REPLY TO THIS EMAIL. Contact EVAWI at: info@evawintl.org

The Town of Camp Verde Mayor and Town Council would like to congratulate you on your selection as the first ever Business Beautification Award Winner! Your selection means that you have been nominated and selected based on your efforts to make and keep Camp Verde beautiful through your efforts as a business in the Town of Camp Verde. In the words of your nomination:

"I would like to nominate Laid Back, on S Main Street. Jim and Sandy Lawson, and their staff, always have a vibrant exterior display, and are wonderful ambassadors of the Town. They encourage visitors to stay and play, and they greet residents as friends and customers. The Lawsons join in supporting special Town events, without seeming to miss a beat at their Mom and Pop store. Laid Back is a shining example of small business making a big difference."

The Mayor and Town Council invite you to our next Town Council meeting on April 6th, 2016 at 6:30 pm in the Council Chambers 473 South Main, Suite 106 to be recognized and to receive your award.

Thank you again for all you do to Beautify Camp Verde!

8.

League of Arizona Cities and Towns — Legislative Bulletin

Issue 10 - March 18, 2016

Legislative Overview

Today is the 68th day of session. Most committees had lengthy agendas and floor sessions were also packed. This was the last week for all committees except for Appropriations to hear bills. Other committees may hear presentations or executive nominations in the weeks to come.

To date Governor Ducey has signed 46 bills.

Penalizing Cities

SB1487, state law; local violations; penalties, withholds shared revenue from cities and towns that are found by the Attorney General to have violated state law. Governor Ducey signed the bill at approximately 3 p.m. on Thursday after it passed out of the House on Wednesday by a 32-28 vote. The League and several Mayors had asked for a veto. The League has been strongly opposed to the bill as an attack on local authority and a bypassing of the constitutional protections of due process.

Census

HB2483, municipal population estimates; use, sponsored by Representative Justin Olson (R - Mesa) passed the Senate Appropriations Committee this week by a unanimous vote. It allows for cities and towns to use the U.S. Census Bureau's population estimates on a yearly basis to keep up with changes in growth. This measure was the result of cities and towns working together to reach a successful resolution. The bill now goes to the Rules Committee.

Online Homesharing

SB1350, online homesharing administration; definitions, allows for a city, town, or other taxing jurisdiction to levy a transaction privilege, sales, use or similar tax/fee on the business of operating a online lodging marketplace such as Airbnb. The bill also prohibits municipalities from banning this type of short-term housing rental; it is sponsored by Senator Debbie Lesko (R - Peoria). The League is continuing to engage in negotiations with the proponents in order to reach a reasonable compromise on these issues, therefore the League is officially neutral. The bill passed the House Ways and Means Committee by a vote of 8-1, and now goes to the Rules Committee.

Regulation Restrictions

The Senate Government Committee passed HB2517, businesses; professions; regulation restrictions, by a 4-3 vote. This bill is sponsored by Rep. Warren Peterson (R - Gilbert). It would limit municipalities, counties and state agencies from adopting any regulation that applies to business except for purposes of public health, safety and welfare. Additionally, these governmental entities would have to review all of their existing regulations and

eliminate or modify any that do not meet this restriction and make a report to the legislature. The bill also establishes a private right of action, allowing any person to sue the municipality if they believed they were not in compliance. The League opposed this bill. It will now go to the Rules Committee.

Drones

SB1449, unmanned aircraft; prohibited operations, passed the House Judiciary Committee this week by a vote of 6-0. Sponsored by Senator John Kavanagh (R - Fountain Hills), the bill prescribes various regulations associated with unmanned aircraft, or drones. The Judiciary Chair, Representative Eddie Farnsworth, successfully sponsored a committee amendment designed to streamline the bill and added that he would work with stakeholders to further refine the measure. The League opposes the bill as it is preemptive. It now goes to the Rules Committee.

Recovery Home Regulation

HB2107, substance abuse recovery homes, passed the Senate Health and Human Services Committee by a unanimous vote. Rep. Noel Campbell (R - Prescott) the sponsor of the bill, is seeking to provide some regulation on the substance abuse recovery home industry. There was a strike everything amendment in the Health Committee to further develop the bill. It now goes to the Rules Committee.

Community Facilities Districts

HB2568; community facilities districts; formation; governance, sponsored by Speaker of the House David Gowan (R - Sierra Vista) states that a community facilities district may be formed without the approval of the local jurisdiction if the land involved is 600 acres or more, and all the landowners sign the formation petition. It also specifies that the governing board will be made up of five members-two appointed by the local government, two appointed by the landowners and one from a list the landowners will supply to the local government. As amended in the Senate Government Committee, it provides indemnification for the local government, but does not allow for the land to be held for security, nor does it allow for the landowners' financial ability for repayment to be revealed. The League opposes the measure. HB2568 passed the Senate Government Committee by a vote of 5-1, and now proceeds to the Rules Committee.

Legislative Bill Monitoring

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

SB1487: state law; local violations; penalties

HB2483: municipal population estimates; use

SB1350: online lodging; administration; definitions

HB2517: businesses; professions; regulation restrictions

SB1449: prohibited operations; unmanned aircraft

HB2107: substance abuse recovery homes

HB2568: community facilities districts; formation; governance

Legislative Bulletin is published by the League of Arizona Cities and Towns.
Forward your comments or suggestions to league@azleague.org.

League of Arizona Cities and Towns Legislative Bulletin

Issue 11 - March 25, 2016

Legislative Overview

Today is the 75th day of session. Both Appropriations Committees heard bills this week, and a few of the other committees had executive nominations or presentations. Floor calendars were moderately full in the Senate and very robust in the House.

To date 88 bills have passed, with 73 signed, and none vetoed.

Pawn Shops

HB2690; pawnbroker licensure; DPS passed the Senate Appropriations Committee this week by a vote of 5-3. The bill would transfer the licensing and oversight of pawn shops from counties and municipalities to the Department of Public Safety. The League opposed the measure as the current system is highly successful at finding stolen property, and local governments have much more familiarity with establishments in their own communities. The counties also opposed the bill, and no one signed in supporting the measure. The measure now goes to the Senate Rules Committee.

PTSD

On Tuesday HB2350; post-traumatic stress disorder; occupational disease unanimously passed the Senate Appropriations Committee. The bill, a product of stakeholder negotiations, was amended from Post-Traumatic Stress Disorder as a presumptive disease to offering a public safety worker up to 12 therapy sessions if he or she was involved with a traumatic workplace incident. These sessions are paid for by the employer. The measure now goes to the Senate Rules Committee.

Legislative Bill Monitoring

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

HB2350: S/E post-traumatic stress disorder; occupational disease

HB2690: pawnbroker licensure; DPS

HB2163: S/E pet dealer regulations

HB2146: municipalities; property sale threshold; election

SB1282: public records; unduly burdensome requests

HB2486: telecommunications utilities; relocation; reimbursement

Legislative Bulletin is published by the League of Arizona Cities and Towns.
Forward your comments or suggestions to league@azleague.org.