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AGENDA

TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, AUGUST 17, 2016 at 6:30 P.M.

If you want to speak during "*Call to the Public for Items NOT on the Agenda*" Please complete the Request to Speak Form

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) Special Session –August 3, 2016 at 8:00 a.m.
      2) Executive Session – August 3, 2016 at 8:00 a.m. (Sealed).
      3) Regular Session-August 3, 2016 at 6:30 p.m.
      4) Special Session – August 5, 2016 at 8:00 a.m.
      5) Executive Session – August 5, 2016 at 8:30 a.m.(Recorded and Sealed)
   b) **Set Next Meeting, Date and Time:**
      1) Wednesday, August 24, 2016 at 6:30 p.m. Council Hears Planning & Zoning Matters-**CANCELLED**
      2) Wednesday, September 7, 2016 at 6:30 p.m. Regular Session
      3) Wednesday, September 14, 2016 at 5:30 p.m. Work Session/Possible Special Session-canvass vote
      4) Wednesday, September 21, 2016 at 6:30 p.m. Regular Session
      5) Wednesday, September 28, 2016 at 6:30 Council Hears Planning and Zoning Matters
   c) **Possible approval and re-appointment for Harry E Cipriano, as Assistant Magistrate for Camp Verde Municipal Court for a two (2) year term, effective September 1, 2016 and setting an hourly pay rate of $38.00 per hour on an as need basis with a three (3) hour minimum.** Staff Resource: Paul Schlegel and Russ Martin.
   d) **Possible approval and authorization to execute FY 2016-2017 Intergovernmental Agreement between Yavapai County Flood Control District and the Town of Camp Verde in the amount of $75,000.00** Staff Resource: Ron Long
   e) **Possible approval of proposed drainage work at Verde Lakes Subdivision prior to Chip Seal Paving Project in late September. Work proposed will provide much needed drainage through the subdivision within rights-of-way and drainage easements. These drainage improvements take care of some of the drainage problems within Verde Lakes previously discussed with Council. Amount of Job Order Contract quote from McDonald Brothers Construction, Inc. totals $84,468.95.** Staff Resource: Troy Odell and M.E. Manning.

5. **Special Announcements and presentations:**
   - **Presentation of Proclamation declaring August 21-27, 2016 as Employer Support of The Guard and Reserve Week.**

6. **Call to the Public for Items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)**

7. **Discussion, consideration and possible approve of Resolution 2016-962, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona adopting approving the application for motorized and non-motorized program Grant.** Staff Resource: Michael Marshal

8. **Discussion, consideration and possible authorization for staff to begin a period of public outreach to seek entries to rename the Community Park located off Route 260.** Staff Resource: Michael Marshal

9. **Discussion, consideration, and possible award of Bid 2016-16 for the Fiscal Year 16-17 Chip Seal Pavement Project to Earth Resources Corporation in the amount of $395,675.99.** Staff Resource: Ron Long

10. **Discussion, consideration and possible approved of a $300 a week stipend for Economic Development Department Intern Ly "Harriet" Bui.** Staff Resource: Steve Ayers

The following item was requested by Council

11. **Discussion and possible direction to staff regarding the future use of room 106 (Council Chamber/Municipal Court), once the Municipal Court is re-located to the 200 Building.**

12. **Call to the Public for items not on the agenda. (Please complete Request to Speak Card and turn in to the Clerk.)**

13. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are Camp Verde Schools Education Foundation; Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, Yavapai County Water Advisory Committee, and shopping locally. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.

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

15. **Adjournment**

Posted by: _____ Date/Time: 8.11.16 11:50 Am

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

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

4.a.1.

DRAFT MINUTES
SPECIAL SESSION
EXECUTIVE SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, AUGUST 3, 2016 at 8:00 A.M.

1. **Call to Order**
Mayor German called the meeting to order at 8:05 a.m.

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

Also Present: Town Clerk Virginia Jones

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

4. **Discussion of the Town Manager's Annual Performance review.** Note: Council may vote to hear this matter in Executive Session pursuant to ARS §38-431.03 (A)(1) for discussion or consideration of assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body. Staff Resource: Town Council

On a motion by Councilor Carol German, seconded by Vice Mayor Bruce George, Council voted unanimously to adjourn to Executive Session for discussion of the Town Manager's Annual Performance Review.

Special Session adjourned to Executive Session at 8:06 a.m.

Special Session reconvened at 8:55 a.m. Council took no action.

5. **Adjournment**
Mayor German, with no objections from Council, adjourned the meeting at 8:56 a.m.

_____
Charles German, Mayor

_____
Virginia Jones, 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 Special Session by the Mayor and Common Council of the Town Council of Camp Verde, Arizona, held on August 3, 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

4.a.3

DRAFT MINUTES

TOWN OF CAMP VERDE
SPECIAL SESSION / REGULAR SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, AUGUST 3, 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 Charles 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 Brad Gordon, Councilor Carol German, Councilor Jackie Baker, and Councilor Jessie Jones-Murdock were present.

Also present
Town Manager Russ Martin, Library Director Kathy Hellman, Commander Jacqui McConnell, 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:**
   1. Special Session –July 13, 2016 at 3:00 p.m.
   2. Executive Session – July 13, 2016 (Recorded and Sealed).
   3. Special Session – July 13, 2016 at 6:00 p.m.
   4. Special Session – July 13, 2016 at 6:30 p.m.

   b) **Set Next Meeting, Date and Time:**
   1. Friday, August 5, 2016 at 8:00 a.m. Executive Session-Manager Review
   2. Wednesday, August 10, 2016 at 5:30 p.m. Work Session - **CANCELLED**
   3. Wednesday, August 17, 2016 at 6:30 p.m. Regular Session
   4. Wednesday, August 24, 2016 at 6:30 p.m. Council Hears Planning & Zoning Matters-**CANCELLED**

   c) **Possible approval of modification to intergovernmental agreement between the Arizona Department of Revenue and the Town.** Staff Resource: Mike Showers

On a **motion** by Vice Mayor George, seconded by Councilor Baker, the council voted unanimously to approve the Consent Agenda.

5. **Special Announcements and presentations:**
Presentation of certificate of appreciation for participation in the Welcome Home Vietnam Veteran Event held March 2016, presented by John McDowell and Sheila Stubler.

John McDowell and Sheila Stubler presented a Certificate of Appreciation to the Town of Camp Verde for their support and sponsorship of the 2016 Sedona Welcome Home Vietnam Veterans Day Celebration and the AVTT Traveling Memorial Wall.

6. **Call to the Public for Items not on the Agenda.**
Steve Goetting addressed the Mayor and Common Council stating he obtained public records and emails from the Town Clerk, stating his displeasure and suggesting Mayoral and staff misconduct, with the discovery of

letters written soliciting retail businesses (signed by the Mayor), 1) specifically the letter written to Trader Joe's on 04-30-2015, and 2) the letter written to the Arizona Association for Economic Development (dated 09-09-2015) in reference to a newspaper article/opinion provided by Tom Pitts (letter signed by Economic Development Director Steve Ayers).

7. **Discussion, consideration, and possible approval of giving the Finance Director approval to move forward and sign a contract for new lease purchase financing with US Bank for the attached specified equipment in an amount not to exceed $543,000.00 per the terms provided in the RFP response summary.** Staff Resource: Mike Showers

On a **motion** by Councilor Whatley, seconded by Councilor Gordon, the council voted to approve and accept the US Bank lease purchase financing in an amount not to exceed $530,000.00 for the specified equipment, with Councilors Baker and German voting **nay.**

Town Manager Russ Martin, on behalf of Finance Director Mike Showers, advised the specific equipment included a sewer-vac truck and camera van for the Sewer District/Waste Water Treatment; also advising that this expenditure has been approved in the Fiscal 2016-17 Budget – 5 year lease purchase. Mr. Martin advised that the US Bank contract at 1.5% interest included a 3% pre-payment penalty, while the National Bank contract was 1.56% but had no pre-payment penalty. Mr. Martin advised that the Finance Director recommended acceptance of the lowest bid. Councilors German and Baker stated objection to acceptance of the US Bank proposal because of the 3% prepayment penalty, and the desire to do business with a local bank (National) rather than a bank in Prescott. Councilors Gordon and Jones-Murdock stated support for accepting the US Bank proposal as it was the lowest interest rate, the lease purchase is budgeted for, and if additional funds are available they would be spent on CIP projects rather than pre-payment of the lease purchase.

8. **Discussion, consideration, and possible approval of Materials Sales Agreement for Friends of Camp Verde Library, Inc.** Staff Resource: Kathy Hellman

On a **motion** by Vice Mayor George, seconded by Councilor German, the council unanimously voted to approve the Materials Sales Agreement for Friends of Camp Verde Library, Inc.,

Library Director Kathy Hellman advised the new Materials Sales Agreement for Friends of Camp Verde Library, Inc., has been previously approved by counsel when it was presented for the Camp Verde Library Endowment. The Friends of Camp Verde Library is replacing the Camp Verde Library Endowment to provide continuing support and create resources, fund raisers including book sales, volunteers and provide services to the library and our community. A letter stating termination of CVLE and acceptance by Friends of Camp Verde Library has been signed. Mayor German and Council Members thanked the Friend of the Library and all library volunteers for their continued services and support.

9. **Discussion, consideration, and possible direction to staff regarding the 2016 Arizona Municipal Risk Retention Pool Board of Trustees Election.** Staff Resource: Russ Martin

On a **motion** by Councilor Gordon, seconded by Councilor Whatley, the council unanimously voted to nominate and support Carol Brown (Camp Verde) and Rudy Rodriguez (Cottonwood) for the 2016 Arizona Municipal Risk Retention Pool Board of Trustees.

Town Manager Russ Martin and Council discussed support of potential nominees: Jill Adams (Sierra Vista), Carol Brown (Camp Verde), and Rudy Rodriguez (Cottonwood), noting that Councilor Jackie Baker is currently on the Board of Trustees (term expires 2018).

10. **Discussion, consideration, and possible instruction to the Mayor as to how to vote on the proposed**

League Resolutions at the League of Arizona Cities and Towns League Resolution Committee meeting on Tuesday, August 23, 2016 at 1:30 p.m. located at the Fairmont Scottsdale Princess at 7575 East Princess Drive, Scottsdale, AZ 85255.

On a **motion** by Mayor German, seconded by Councilor Whatley, the council unanimously voted to support all Resolutions:

NUMBER	RESOLUTION	SPONSOR	ACTION
BFED 1	Seek legislation to create the Economic Development Reimbursement Authority (EDRA) system for infrastructure and improvements.	Surprise	
BRED 2	Create renewable energy and conservation financing districts for commercial properties	Flagstaff	
BFED 3	Amend statute to authorize retention and detention basin improvement districts to levy and expend money to operate, maintain, repair and improve retention and detention basins within a municipality	Yuma	
BFED 4	Create workable, mutually beneficial construction sales tax reform	League	
GAHRE 1	Simplify the re-zoning language for cities and towns to reflect the more direct county language	Sedona	
GAHRE 2	Seek legislation to remove any limitation or penalty in accessing PSPRS retirement benefits as the member is transitioning into a job reassignment as an accommodation under the Americans with Disabilities ACT (ADA)	Surprise	
GAHRE 3	Design legislation to improve the County island annexation process without undue burden to any one party	Sierra Vista and Yuma	
GAHRE 4	Revise and update the disincorporation statues	League	
GAHRE 5	Explore Options that create funding solutions and/or financing authority to deal with PSPRS unfunded pension liabilities	League	
NSQL 1	Develop strategies to enhance Forest Health	Flagstaff	
NSQL 2	Restore the Arizona Housing Trust Fund	Flagstaff	
PSMAC 1	Support the presence of military installations	Sierra Vista	

- **BFED-Budget, Finance and Economic Development**
- **GAHRE-General Administration, Human Resources and Elections**
- **NSQL-Neighborhoods, Sustainability and Quality of Life**
- **PSMAC-Public Safety, Military Affairs and the Courts**

Councilor Whatley noted that it appears all communities, including Camp Verde, are facing and dealing with many of the same issues. Mayor German suggested that the Council support of all of the proposed Resolutions.

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

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 – no report.

Councilor Jones-Murdock stated she participated in the National Night Out presented by CVMO, and thanked the many volunteers, CVMO, Cottonwood PD and SWAT.

Councilor Baker stated she participated in the National Night Out presented by CVMO, and thanked the many volunteers and CVMO; and she attended the candidate's forum and the Yavapai Apache candidate's forum.

Mayor German stated he attended the National Night Out, CVMO did a great job, and he thanked the many volunteers, CVMO and town staff and council members that volunteered.

Vice Mayor George stated he also attended and volunteered at the National Night Out, CVMO did a great job, and he thanked the many volunteers.

Councilor Gordon stated he also attended the National Night Out, CVMO did a great job, and he thanked the many volunteers; he also attended and volunteered at Cornfest where Camp Verde Promotions did a great job again this year; and he attended the candidate's forum.

Councilor Whatley stated she also attended and volunteered at the National Night Out and Cornfest, thanking the many volunteers, CVMO and her husband and Town Manager Russ Martin for volunteering and cooking at National Night Out. .

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 stated he attended and volunteered at the National Night Out (cooking over 400 hamburgers and 300 hot dogs) – it was a very successful event.

Mr. Martin stated the Town received an APS rebate check (in the amount of almost $1,000) for the skate park improvements and LED lighting. With the APS rebates and savings from the LED lighting, the $8,000 improvements approved and completed last year will pay for itself quickly.

Mr. Martin stated the county Board of Supervisors (on a 3-2 vote) approved $600,000 funding for Hwy 260 improvements, which will insure that the improvement project will now move forward and utility work and improvements will begin in the next few months. Supervisor Thurman did a great job supporting this project and getting the funding approved.

Mr. Martin advised the interview and review process in in progress for replacement of Mr. Jenkins, Community Development Director – there are five qualified candidates.

Mr. Martin advised the Secretary of State (Ms. Reagan) was in Camp Verde today to present a grant check in the amount of $20,000 to the Library (grant was applied for by Sebra Choe). Mr. Martin advised that Ms. Reagan was invited to return to celebrate the opening on the new Library in November.

14. **Adjournment. Mayor German adjourned the meeting at 7:11 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 of the Town Council of Camp Verde, Arizona, held on August 3, 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, Interim Town Clerk

4.a.4

DRAFT MINUTES
SPECIAL SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, AUGUST 5, 2016 at 8:00 A.M.

1. **Call to Order**
Mayor German called the meeting to order at 8:00 a.m.

2. **Roll Call**
Mayor Charles German, Councilors Brad Gordon, Jackie Baker, Robin Whatley and Jessie Jones-Murdock were present. Carol German joined the meeting at 8:04 a.m. and Vice Mayor Bruce George was absent.

Also Present: Town Manager Russ Martin and Town Clerk Virginia Jones.

3. **Pledge of Allegiance**

Mayor German Led the Pledge of Allegiance

Mayor German stated that he would like to apologize to Councilor Whatley and Councilor Murdock for scheduling the meeting on August 3, 2016 for the Manager Review. He stated he believes it is very important for the entire Council to be present and able to participate.

4. **Discussion of the Town Manager's Annual Performance review.** Note: Council may vote to hear this matter in Executive Session pursuant to ARS §38-431.03 (A)(1) for discussion or consideration of assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body. Staff Resource: Town Council

On a motion by Councilor Brad Gordon, seconded by Jackie Baker, Council voted unanimously to adjourn to Executive Session for discussion of the Town Manager's Annual Performance Review.

Special Session adjourned to Executive Session at 8:02 a.m.

Special Session reconvened at 9:12 a.m. with the following members Present: Mayor Charles German, Councilors Brad Gordon, Jackie Baker, Robin Whatley and Jessie Jones-Murdock. Also present was Town Manager Russ Martin.

Council took no action.

5. **Adjournment**
Mayor German, with no objections from Council, adjourned the meeting at 9:12 a.m.

_____
Charles German, Mayor

_____
Virginia Jones, 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 Special Session by the Mayor and Common Council of the Town Council of Camp Verde, Arizona, held on August 5, 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

4.c -

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: August 17, 2016

☒ Consent Agenda ☐ Decision Agenda ☐ Executive Session Requested

☐ Presentation Only ☐ Action/Presentation ☐ Pre-Session Agenda

Requesting Department: Court

Staff Resource/Contact Person: Paul Schlegel and or Russ Martin

Agenda Title (be exact):

Possible approval and re-appointment for Harry E. Cipriano, as Assistant Magistrate for Camp Verde Municipal Court for a two (2) year term, effective September 1, 2016, and setting an hourly pay rate of $38.00 per hour on an as need basis with a three (3) hour minimum.

List Attached Documents:

Estimated Presentation Time:

Estimated Discussion Time:

Reviews Completed by:

☒ **Department Head:** Paul A. Schlegel ☐ **Town Attorney Comments:** N/A

☐ **Finance Department** N/A
Fiscal Impact: None
Budget Code: N/A **Amount Remaining:** _____
Comments:

Background Information:

Assistant Magistrate Cipriano was previously appointed September 1, 2014.

Recommended Action (Motion):

Instructions to the Clerk: None

4.D.

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: August 17, 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): Possible approval and authorization to execute FY 2016-2017 Intergovernmental Agreement between Yavapai County Flood Control District and the Town of Camp Verde in the amount of $75,000.

List Attached Documents: IGA (6 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: 06-410-432000 Amount Remaining:

Comments: $75,000 has been approved in FY 16/17 budget

Background Information: The special taxing district of Yavapai County Flood Control District (District) receives general funding for planning, construction and maintenance of flood control improvements. The District distributes funds to Towns and political subdivisions in Yavapai County to complete flood control projects in their boundaries.

The financial contribution of $75,000 from the Yavapai County Flood Control District for the Fiscal Year 2016-2017 will be used to make drainage improvements in the Verde Lakes area; which *may* include one or more of the following: installing culverts, construction of earthen drainage channels, construction diversion berms, regrading roadside ditches, straightening existing driveway culverts in areas within the Verde Lakes subdivision This is part of an on-going plan to provide much needed drainage improvements in the Verde Lakes area

Recommended Action (Motion): Move to approve and authorize the execution of Fiscal Year FY 2016-2017 Intergovernmental Agreement between Yavapai County Flood Control District and the Town of Camp Verde in the amount of $75,000.

Instructions to Clerk: Forward Three (3) original IGAS to Yavapai County Flood Control, Att: Dan Cherry, 1120 Commerce Drive, Prescott, AZ 86305

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND
THE TOWN OF CAMP VERDE
FOR THE FISCAL YEAR 2016/2017 FINANCIAL CONTRIBUTION
FROM THE DISTRICT TO THE TOWN FOR FLOOD CONTROL
IMPROVEMENTS

THIS INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND THE TOWN OF CAMP VERDE, FOR THE FISCAL YEAR 2016/2017 FINANCIAL CONTRIBUTION TO THE TOWN FOR FLOOD CONTROL IMPROVEMENTS (the "Agreement") is entered into, effective this _____ day of _____, 2016, between the Yavapai County Flood Control District, a political subdivision of the State of Arizona (the "DISTRICT"), and the Town of Camp Verde, Arizona, a municipal corporation of the State of Arizona (the "TOWN"). The District and the Town are sometimes collectively referred to as the "Parties" or individually as the "Party."

RECITALS

WHEREAS:

A. The DISTRICT is a special taxing district legally created in the State of Arizona and organized by Yavapai County to include and govern its jurisdiction.

B. The DISTRICT administers the Federal Emergency Management Agency ("FEMA") Regulations under the National Flood Insurance Program.

C. The Yavapai County Board of Supervisors is the Board of Directors of the DISTRICT.

D. A portion of the TOWN lies within the legal boundaries of the DISTRICT.

E. The DISTRICT, the TOWN, and the County are separate and distinct political subdivisions, but each can provide for the benefit of the other(s), for the benefit of public health, safety, and welfare, and other public purposes.

F. The DISTRICT and the TOWN have authority to enter into Intergovernmental Agreements pursuant to Arizona Revised Statutes ("A.R.S.") §§11-952, 48-3603, and 9-240, and TOWN's Code.

G. Among other things, the DISTRICT receives tax proceeds as general funding for the planning, construction, and maintenance of flood control improvements.

H. Under the budgeting process for the DISTRICT, a category of "Contributions" (hereinafter "Funds") has been established, setting aside monies that may be utilized by the various political subdivisions located within the boundaries of Yavapai County.

I. The DISTRICT has approved and budgeted Funds to provide funding assistance for flood mitigation work and is authorized to expend such Funds for flood control projects (including storm water control) to political subdivisions for projects so long as the projects are flood or drainage related, cost-effective, a benefit to the County, the DISTRICT, and the political subdivision and are in accordance with FEMA regulations.

J. The TOWN has experienced storm water control and flooding problems for a number of years in various locations and seeks to mitigate such problems to increase safety and protect public and private property and persons within the TOWN.

K. The TOWN seeks to improve its storm water control, make drainage improvements, and/or mitigate flooding problems by constructing Verde Lakes Estates Drainage Improvements, (hereinafter the "Project").

L. The TOWN desires to receive DISTRICT Funds for the 2016/2017 fiscal year to be used for its Project.

M. The DISTRICT has budgeted Funds to support the Project in an amount not to exceed Seventy-Five Thousand Dollars ($75,000) for fiscal year 2016/2017 which begins on July 1, 2016.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, including consideration of the mutual promises, terms, and conditions hereinafter set forth, including the mutual promises and obligations to be performed by the Parties hereto, IT IS AGREED BETWEEN THE TOWN AND THE DISTRICT AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to authorize the DISTRICT to pay and contribute to the TOWN Funds in support of the TOWN's Project. Such funding for fiscal year 2016/2017 shall not exceed Seventy-Five Thousand Dollars ($75,000).

II. COMMENCEMENT, DURATION, AND TERMINATION

The effective date is as set forth on page one (1) of this Agreement. Performance under this Agreement shall commence following the effective date and shall terminate upon the earliest of:

A. The completion of the Project as determined by the TOWN;
B. The exhaustion of the Funds allocated to the TOWN for the Project;
C. The end of the fiscal year 2016/2017; or
D. The mutual agreement of the Parties.

III. RESPONSIBILITIES OF PARTIES

A. The TOWN shall:

1. Be solely responsible for the design, engineering, bidding, right-of-way acquisition, supervision, construction, inspection, administration. and project management of the Project and for contracting directly for all Project work.
2. If plans are used to bid, provide the DISTRICT a copy of the final Project plans.
3. Use the Funds for the Project in fiscal year 2016/2017.
4. Use the Funds exclusively for costs associated with the Project described above.
5. When requesting Funds from the DISTRICT, provide detailed invoices with supporting documentation for the request(s).
6. Request Funds from the DISTRICT on or before July 31, 2017 (for work completed in fiscal year 2016/2017).
7. Be responsible for the proper disbursement of the Funds provided by the DISTRICT.
8. Be responsible for maintaining the Project and the resulting improvements.

B. The DISTRICT shall:

1. Make Funds available to the TOWN for the Project as approved by the Board of Directors.
2. Provide funding as available and appropriate upon proper request(s) by the TOWN.
3. Pay properly invoiced requests monthly or on an alternate schedule as agreed to by the TOWN and DISTRICT.
4. Pay properly invoiced requests for work completed by the TOWN in fiscal year 2016/2017 so long as TOWN's requests are received by the DISTRICT on or before July 31, 2017.

C. The DISTRICT and TOWN mutually agree:

1. That they recognize the Funds to be used by Parties pursuant to this Agreement are tax funds. The agreements herein for funding are based upon projected tax funds to be received. In the event the projected income is not received, there is the possibility that some or all of the Funds anticipated by this Agreement and set forth herein will not be available. All monetary obligations under this agreement shall be subject to annual budget approval of the respective governing bodies of the parties. A failure of either party's governing body to approve funding for payment of any obligation hereunder shall constitute grounds for termination of this agreement.

2. The Project is the sole responsibility of the TOWN, and not of the DISTRICT or the County. All real property upon which the Project work will occur is within the TOWN limits and not owned or under the control of the DISTRICT or County.

VII. INDEMNIFICATION

The TOWN agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Directors, the County, its Board of Supervisors, officers, employees, agents, or other representatives from any and all claims for damages or otherwise arising under this Agreement and from any negligent acts of the Town, its officers, employees, agents, or other representatives. This Indemnification provision shall survive the termination of this Agreement.

VIII. OTHER PROVISIONS

A. NOTICE. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by certified mail, return receipt requested, addressed as follows:

TOWN OF CAMP VERDE Mayor 473 South Main Street Camp Verde, AZ 86322	DISTRICT Yavapai County Flood Control District Director 1120 Commerce Drive Prescott, AZ 86305

B. ENTIRE AGREEMENT. This Agreement represents the entire understanding between the parties with respect to the subject matters herein, and may be amended, modified, or waived only by written instrument signed by both Parties.

C. CONFLICT OF INTEREST. This contract is subject to the cancellation provisions of A.R.S. §38-511.

D. SEVERABILITY. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

E. NON-DISCRIMINATION. The Parties shall comply with Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

F. EMPLOYMENT VERIFICATION. The Parties are required to comply with A.R.S. §41-4401, and hereby warrants that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). The Parties further agree to ensure that each subcontractor that performs any work under

this Agreement likewise complies with the state and federal immigration laws. A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the party who breaches may be subject to penalties up to and including termination of the Agreement. The Parties retain the legal right to inspect the papers of any contractor or subcontract employee working under the terms of the Agreement to ensure that the other party is complying with the warranties regarding compliance with the state and federal immigration laws.

G. LAWS. The Parties shall each be fully responsible for compliance with all statutes ordinances, codes, regulations, rules, court decrees, or other laws (hereinafter "Laws") applicable to it as part of fully performing the Project with regards to their respective roles. This Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by Laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year specified below.

YAVAPAI COUNTY
FLOOD CONTROL DISTRICT

Jack R. Smith, Chairman Date
Board of Directors
Yavapai County Flood Control District

ATTEST:

Kim Kapin Date
Clerk of the Board of Directors

TOWN OF CAMP VERDE

Charles German, Mayor Date
Town of Camp Verde

Virginia Jones Date
Camp Verde Town Clerk

DETERMINATIONS OF COUNSEL

FOR THE
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND
THE TOWN OF CAMP VERDE

FOR THE FISCAL YEAR 2016/2017 FINANCIAL CONTRIBUTION
FROM THE DISTRICT TO THE TOWN FOR FLOOD CONTROL IMPROVEMENT

Pursuant to A.R.S. §11-952, as amended, the foregoing Agreement has been submitted to the undersigned Attorney Town of Camp Verde. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona and the Town of Camp Verde.

_____

Attorney Date
Town of Camp Verde

Pursuant to A.R.S. §11-952, as amended, the foregoing Agreement has been submitted to the undersigned Attorney for the Yavapai County Flood Control District, Prescott, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Yavapai County Flood Control District.

_____

Deputy County Attorney Date
Flood Control District

4.E.

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: August 17, 2016

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

☐ *Presentation Only* ☐ *Action/Presentation*

Requesting Department: Public Works – Stormwater Division

Staff Resource/Contact Person: Troy Odell, Public Works Deputy Director
M.E. Manning, Public Works Draftsman

Agenda Title (be exact): Discussion, consideration and approval of proposed drainage work at Verde Lakes Subdivision prior to Chip Seal Paving Project in late September. Work proposed will provide much needed drainage through the subdivision within rights-of-way and drainage easements. These drainage improvements take care of some of the drainage problems within Verde Lakes previously discussed with council. Amount of JOC quote from McDonald Bros. Construction, Inc. totals $84,468.95.

List Attached Documents: Final Quote

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 5 minutes

Reviews Completed by:

☒ ***Department Head:*** _____ ☐ ***Town Attorney Comments:***

☒ ***Finance Department***

Fiscal Impact:

Budget Code: ***Verde Lakes Drive 03-000-20-850100*** ***Amount Remaining:*** ***$20,000***

Budget Code: ***Yavapai County IGA 06-410-46-432000*** ***Amount Remaining:*** ***$75,000***

Comments: This project is funded via our annual IGA with Yavapai County Flood Control District, and the CIP for Verde Lakes Drive

Background Information: Troy Odell and Ron Long have historically watched storm events flow through the subdivision and have prioritized this drainage work as some of the most important drainage improvements to be done. While it does not accomplish all of the necessary work within Verde Lakes, it does accomplish a good percentage.

1535 S Quarterhorse Lane
Camp Verde, AZ. 86322
928.567.3539 (Phone)
928.567.6171 (Fax)

August 11, 2016

Town of Camp Verde
Attn: Troy Odell

Troy,

The original bid had 51% of the 18" CMP installed in asphalt roadways. This reduced scope has 74% of the 18" CMP located in asphalt replacement areas.

To correct for that additional expense of slurry, sawcut, removal, traffic control and AC replacement, I derived two unit prices that I used at time of bid for the two installation conditions.

18" CMP with ABC at 28.07/lf
18" CMP in Asphalt at 62.01/lf

Our proposal is only modified in unit price to compensate for the higher percentage of road installed CMP.

Please let us know if this correction is acceptable to the town.

Sincerely,

Linda Harkness
Project Manager
McDonald Bros Construction, Inc

McDonald Bros Construction, Inc

A Gen 076913 B-4 048040

1535 South Quarterhorse Lane Camp Verde, Arizona (928) 567-3539

PROPOSAL AND CONTRACT

Proposal Submitted To	Phone	Date
Town of Camp Verde Attn: Troy Odell		August 11, 2016
Address	**Job Name**	
395 Main Street	Verde Lakes Drainage	
City, State & Zip	**Job Location**	
Camp Verde, AZ	Various locations with in Verde Lakes	
Engineer	**Date of Plans**	**Engr. Phone**
Troy Odell	7.28.16	

We propose to furnish all labor and material to complete the following items of work per unit prices quoted. All work to be done in a professional and workmanlike manner in accordance with plans and specifications, subject to the conditions stated herein.

Your signature on a copy of this proposal returned to us, shall indicate your acceptance and this document shall become a contract between us, and shall be binding on both parties.

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
	Reduced Scope of work as described by Town				
	Install town provided 18" CMP				
	In ABC replacement condition	160	lf	$28.07	$4,491.20
	In AC replacement condition	450	lf	$62.01	$27,904.50
	Install 27x21" arched culvert supplied by town	60	lf	$127.20	$7,632.00
	Construct earth drainage channel section A-A	986	lf	$13.50	$13,311.00
	Clean and grade roadside ditch	1139	lf	$12.50	$14,237.50
	Rip Rap'd diversion dam	1	ea	$1,153.50	$1,153.50
	Clean out and straighten ends of existing culvert pipe	1	ea	$346.00	$346.00
	Separate pricing for Stillwater drive				
	Install 27x21" arched culvert supplied by town	85	lf	$127.20	$10,812.00
	Clean out and straighten ends of existing culvert pipe	1	ea	$346.00	$346.00
	Construct grouted rip rap scupper basin	1	ea	$1,146.00	$1,146.00
	Clean and grade roadside ditch	191	lf	$12.50	$2,387.50
	18" CMP with ABC replacement condition	25	lf	$28.07	$701.75
				PROPOSAL TOTAL:	**$84,468.95**

PAYMENT SCHEDULE : 90% of monthly pay estimates to 50% completion. 95% of all applications from that point to completion. 100% payment upon completion and acceptance of our work.

REMARKS: **Exclusions:** Bond, permit fees, engineering, staking, testing, survey, export of excess soils. Material and subcontractor pricing is contingent on material pricing used at the time of estimate. Material and subcontractor increases will be added on if incurred due to a delayed start.

ALL ITEMS SELECTED WITH AN "X" BELOW, APPLY TO THIS CONTRACT

- X This proposal is based on plans, specifications and approximate quantities as submitted and stated herein and shall not be valid if portions are deleted, postponed or phased out into several jobs rather than one as described herein.
- X This proposal is subject to change if not accepted within thirty (30) days of the date hereon.
- X Unless otherwise specified herein, all engineering shall be furnished by the owner. The engineering shall include adequate approved plans, drawings and specifications , layout and line grade staking. The owner shall be responsible for the correctness of the engineering and hereby agrees to reimburse the contractor for any and all costs incurred or made necessary to correct work caused by, or the fault of, erroneous engineering and/or layout performed by the engineer or the owner.
- X We are not responsible for relocation or adjustment of existing utility lines or poles or any damage to utility lines which are not shown on the plans at their actual location and elevation.
- X This proposal is subject to escalation should we have any material price increases during the terms of this contact.
- X This proposal does NOT include any readjustment of manhole ring and covers, water valve box ring and covers or clean out of rings and covers.
- X We are not responsible for delay or damage caused by acts of God, Strikes or events other than those caused by culpable negligence on our part.

You are hereby authorized to furnish all material and labor required to complete the above proposal for which I agree to pay the amount mentioned in said proposal and according to the terms thereof.

ACCEPTED BY: _____
Firm Name

BY: _____

DATE: _____

Respectfully Submitted By:
McDonald Bros Construction, Inc

BY: Linda Harkness

Linda Harkness

5.

PROCLAMATION

Declaring

August 21-27, 2016

as

EMPLOYER SUPPORT OF THE GUARD AND RESERVE WEEK

Whereas, National Guard and Reserve forces comprise nearly half of our nation's military strength, and are essential to America's national security. Reserve Component forces stand ready to answer the call to serve, whether serving alongside active duty counterparts all across the globe or responding to humanitarian crises at home and abroad; and

Whereas, National Guard and Reserve forces comprise nearly half of our nation's military strength, and are essential to America's national security. Reserve Component forces stand ready to answer the call to serve, whether serving alongside active duty counterparts all across the globe or responding to humanitarian crises at home and abroad; and

Whereas, employer support is stronger than ever, more than 42 years after President Richard Nixon authorized the Secretary of Defense to establish the National Committee for Employer Support of the Guard and Reserve (ESGR); and

Whereas, *our* nation is in debt to the Citizen Warriors departing the comforts of home to ensure our freedoms remain intact. Likewise, America pays special tribute to the commitment of dedicated and supportive employers who continue to make service in the Reserve Components possible; and

Now Therefore, Be it Proclaimed *by The Mayor and Common Council of the Town of Camp Verde do hereby declare August 21-27 National Employer Support of the Guard and Reserve Week.*

Dated this 17th day of August, 2016

_____ _____

Charles German, Mayor Date

Attest:

_____

Virginia Jones, Town Clerk

7.

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: August 17, 2016

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

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

Requesting Department: *Public Works – Parks & Recreation*

Staff Resource/Contact Person: *Michael Marshall*

Agenda Title (be exact): RESOLUTION 2016-962, A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ADOPTING APPROVING THE APPLICATION FOR MOTORIZED AND NON-MOTORIZED PROGRAM GRANT

List Attached Documents: *Resolution to approve application and acceptance of RTP grant*

Estimated Presentation Time: *5 minutes*

Estimated Discussion Time: *5 minutes*

Reviews Completed by:

x Department Head: ***x Town Attorney Comments:*** *Approved as to form*

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

Finance Director Comments/Fund:

Fiscal impact:

Budget Code: ***03-000-20-861110*** ***Amount Remaining:*** ***$242,133***

Comments:

Recommended Action (Motion): *Move to approve Resolution 2016-962 adopting approving the application for motorized and non-motorized program grant.*

Instructions to the Clerk: Return signed copy to Parks & Recreation for submittal.

Agenda Item Submission Form – Section II (Staff Report)

Town of Camp Verde

Agenda Item Submission Form – Section II (Staff Report)

Department: Public Works – Parks & Recreation

Staff Resource/Contact Person: Michael Marshall

Contact Information: (928)554-0828 michael.marshall@campverde.az.gov

Background: *The Congress of the United States has authorized the Recreational Trails Program (RTP) as a federal-aid assistance program to help states provide recreational trails for non-motorized recreations use. Arizona State Parks (Parks) is responsible for the administration of the Statewide RTP Programs within the State; setting up necessary rules and procedures. These adopted procedures established by Parks require the project sponsor to certify by resolution the approval of applications, signature authorization, the availability of local matching funds, and authorization to sign a Project Agreement with the Parks.*

The grant application for Camp Verde has been approved for funding of $78,248 with a required match from the Town of $4,730 to design and construct a 1.67 mile 6' wide multi-use non-motorized trail and associated support structures and signs around the perimeter of the new Community Park as outlined in the Town of Camp Verde Community Park Master Plan adopted November 12, 2008. Public Works plans to expend $25,332 in previously approved CIP funding and in-kind operational credit for construction of an access road into the park and parking lot as the Town's match. By associating additional funds over the required minimum the grant application received additional points.

Solution:

1) Adopt the proposed rules and regulations – *this will allow construction of an identified and planned component of the new Community Park while crediting Town matching funds for improvements already identified and planned.*

Other Impacts: *Parks & Recreation Staff time will be required to oversee grant management as well as design and construction work on the Trail which will be required at such time as the trail is constructed, regardless of funding sources.*

Conclusion: *A timely adoption of the resolution will allow construction of an important component of the Community Park Master Plan while having no discernable additional impact on the budget.*

Recommendation: *Move to approve Resolution 2016-962 adopting approving the application for motorized and non-motorized program grant.*

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: August 17, 2016

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

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

Requesting Department: *Public Works – Parks & Recreation*

Staff Resource/Contact Person: *Michael Marshall*

Agenda Title (be exact): RESOLUTION 2016-962, A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ADOPTING APPROVING THE APPLICATION FOR MOTORIZED AND NON-MOTORIZED PROGRAM GRANT

List Attached Documents: *Resolution to approve application and acceptance of RTP grant*

Estimated Presentation Time: *5 minutes*

Estimated Discussion Time: *5 minutes*

Reviews Completed by:

x Department Head: ***x Town Attorney Comments:*** *Approved as to form*

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

Finance Director Comments/Fund:

Fiscal impact:

Budget Code: ***03-000-20-861110*** ***Amount Remaining:*** ***$242,133***

Comments:

Recommended Action (Motion): *Move to approve Resolution 2016-962 adopting approving the application for motorized and non-motorized program grant.*

Instructions to the Clerk: Return signed copy to Parks & Recreation for submittal.

RESOLUTION 2016-962

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ADOPTING APPROVING THE APPLICATION FOR MOTORIZED AND NON-MOTORIZED PROGRAM GRANT

WHEREAS, The Congress of the United States has authorized the Recreational Trails Program (RTP) as a federal-aid assistance program to help states provide and maintain recreational trails for motorized and non-motorized recreations use, and the State of Arizona has established the Off-Highway Vehicle Recreation Fund to fund a variety of off-highway vehicle recreation projects, and these funds are available to eligible project sponsors for acquiring lands and development facilities for public off-highway vehicle purposes; and

WHEREAS, Arizona State Parks (Parks) is responsible for the administration of the Statewide OHV and RTP Programs within the State, setting up necessary rules and procedures governing application by eligible project sponsors under the program; and

WHEREAS, said adopted procedures established by Parks require the project sponsor to certify by resolution the approval of applications, signature authorization, the availability of local matching funds (if applicable), and authorization to sign a Project Agreement with the Parks prior to submission of said application to the Parks; and

NOW THEREFORE, **the Mayor and Common Council of the Town of Camp Verde resolve that the Town of Camp Verde herby:**

1. Approved the filing of an application for motorized assistance, and
2. Certifies that the application is consistent and compatible with all adopted plans and programs of the Town of Camp Verde for motorized and non-motorized trails facility development; and
3. Agrees to comply with all appropriate procedures, guidelines, and requirements established by the Parks as a part of the application process; and
4. Certifies that the Town of Camp Verde will comply with all appropriate state and federal regulation, policies, guidelines, and requirements as they relate to the application; and
5. If applicable, certifies that Project Sponsor has matching funds in the amount of $25,331.50 from the following sources General Fund; and
6. Appoints the Public Works Director Ron Long and Parks & Recreation Manager Michael Marshall as agents of the Town of Camp Verde to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements,

amendments, billing statements, and so on which may be necessary for the completion of the aforementioned project.

I the undersigned Charles German being the duly appointed and qualified Mayor of the Town of Camp Verde, certify that the foregoing Resolution is a true, correct and accurate copy

PASSED AND ADOPTED by a majority vote of the Mayor and Common Council of the Town of Camp Verde at the Regular meeting on _____ 2016.

_____
Charles German, Mayor

Attest:

_____
Virginia Jones, Town Clerk

Approved as to form:

_____
William Sims

8.

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: August 17, 2016

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

☐ *Presentation Only* ☒ *Action/Presentation* ☐ *Pre-Session Agenda*

Requesting Department: Public Works – Parks & Recreation

Staff Resource/Contact Person: Michael Marshall

Agenda Title (be exact): Discussion, consideration, and possible authorization for staff to begin a period of public outreach to seek entries to rename the Community Park.

Estimated Presentation Time: 5 Minutes

Estimated Discussion Time: 10 Minutes

Reviews Completed by:

☐ ***Department Head:*** _____ ☐ ***Town Attorney Comments:*** N/A

☐ ***Finance Department*** N/A
Fiscal Impact: None
Budget Code: N/A ***Amount Remaining:*** _____
Comments:

Background Information: The land for the Community Park off Route 260 was purchased in 2008. Work is now beginning on design of the infrastructure and staff has just been notified of the award of a State Park Grant for the construction of a non-motorized 1.65 mile perimeter trail. In order to better market and brand the community's vision for this facility, staff is proposing to rename the Park.

This fall, Staff proposes to advertise in the local newspaper, on our website, social media, schools, senior center, community groups, all Town facilities and other avenues to request written entries to include the proposed name, an explanation why they think the name should be used along with their name, address and telephone number. Written entries will be submitted to Parks and Recreation. Staff will compile the entries and solicit public input on choices. A final selection of choices will be brought to Council for their decision.

Recommended Action (Motion): Move to authorize staff to begin a period of public outreach seeking entries to rename the Community Park located off of Route 260.

Instructions to the Clerk:

9.

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: **August 17, 2016**

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

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

Requesting Department: Public Works – HURF

Staff Resource/Contact Person: Ron Long

Agenda Title (be exact): Possible authorization to award Bid #16-116, for the Fiscal Year 16-17 Crack Seal Project to **Earth Resources Corporation in the amount of $395,675.99**

List Attached Documents: 2 Each - Original Agreement (12 Pages total)
Project area Road Log (3 Pages)
Project area Road Map (1 Page)
Pre-Bid Attendees (1 Page)
Bid Posting (1 Page)

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviews Completed by: N/A

☒ ***Department Head Ron Long*** ☒ ***Town Attorney*** – Approved/Signed

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

Finance Director Comments: N/A

Fiscal Impact: ***Budget Code: 03-480-20871400*** ***Amount Remaining: $400,000***

Comments: **Council has approved $400,000 in the 2016/2017 CIP budget to complete this project**

Background Information: Council approved $400,000 for the annual chip seal project. This year, section # 6 off Sierra Verde Road and Section # 7 off Verde Lakes Drive will be completed. A total of 80 road sections, 253,979 square yards, will be chip sealed. .A pre-bid meeting for the project was held on August 28, 2016, representatives from six companies attended; 3 submitted bids

Recommended Action (Motion): Move to award Bid #16-116, Fiscal Year 16-17 Crack Seal Project to Earth Resources Corporation in the amount of $395,675.99

Town of Camp Verde
#16-116 - FY 16/17 Chip Seal Project

CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of August, 2016 by and between the TOWN of Camp Verde, Yavapai County, State of Arizona (herein called the "**TOWN**") acting herein by the **Mayor, Charles German,** and Common Council, party of the first part, and Contractor, **Earth Resources Corporation** (hereinafter called the "**CONTRACTOR**") party of the second part.

WITNESSETH THAT:
That the said Contractor, by these presents does covenant, contract and agree with the TOWN, for and in consideration for the payments made, as provided for in the General and Special Provisions and in the Proposal, to the Contractor by the TOWN at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this Agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for **FY 2016/17 Chip Seal Project #16-116.** The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The said Specifications and Plans, are intended to be complimentary. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all. The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

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

2. **Access to Information**
   It is agreed that all information, data reports, records as exist, available and necessary for carrying out of the work outlined in detail in The General and Special Provisions have been furnished to the CONTRACTOR by the TOWN and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the TOWN and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described herein.

3. **Project Manager - Administration**
   The TOWN has designated The Town Engineer, Ron Long P.E., as the Project Manager. The Project Manager shall be empowered to perform all administrative functions as required for management of the project.

4. **Agreement Times**
   The work will be completed and ready for final payment within **40** calendar days of the date in the Notice to Proceed. The CONTRACTOR has submitted a project schedule to the TOWN Project Manager with their sealed bid.

5. Compensation

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed: **Three Hundred Ninety Five Thousand Six Hundred Seventy Five Dollars and ninety-nine cents ($395,675.99)** . Originals of the Applications for Payment are to be submitted to:

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

The Project Manager shall verify completion of all work as outlined in the General and Special Provisions.

6. Termination of Agreement

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

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

b. The TOWN may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Agreement is terminated by the TOWN as provided herein, the CONTRACTOR will be paid as provided in the Addendum for the time expended and expenses incurred up to
the termination date. If this Agreement is terminated due to the fault of the CONTRACTOR, Paragraph 7.a hereof relative to termination shall apply.

c. This Agreement may be terminated as per A.R.S. §38-511, Conflict of Interest.

7. Miscellaneous Provisions

a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona, and all obligations of the parties created hereunder are performable in Camp Verde, Yavapai County, Arizona.

b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall

not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision and never been contained herein.

c. Action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court including the appellate court, may adjudge reasonable as attorney fees.

d. This Agreement represents the entire understanding of the TOWN and CONTRACTOR as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect This Agreement may be amended only by mutual understanding of the parties hereto in writing to be attached to and incorporated into this Agreement.

8. Project Familiarity and Identification of Conflicts

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

a. CONTRACTOR has familiarized himself/herself with the nature and extent of the Agreement documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

b. CONTRACTOR has given the Project Manager a written notice of all conflicts, errors, or discrepancies discovered in the Agreement documents and the written resolution thereof by the Project Manager is acceptable to the CONTRACTOR.

c. CONTRACTOR has examined and carefully studied the Agreement documents and other related data identified in the bidding documents.

d. CONTRACTOR is familiar with the satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

9. Insurance

The CONTRACTOR shall procure and maintain, at CONTRACTOR'S sole expense, until completion of the Project the following insurance coverages:

a. General Liability: as shall protect the CONTRACTOR and the TOWN from claims for bodily injury, personal injury, and property damage which may arise out of the nature of the work or from operations under this contract ***and names the Town Of Camp Verde, AZ as an additional insured (with corresponding endorsement relative to the additionally insured indemnification) in connection with the contracting services as provided herein.***

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

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

i.) Commercial General Liability

Each Occurrence $1,000,000
General Aggregate $2,000,000

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

c. Commercial Automobile Liability: CONTRACTOR shall procure, and maintain, at CONTRACTOR'S sole expense, until the completion of the Agreement, coverage for any auto, including non-owned and hired autos, with a combined single limit of $1,000,000 per occurrence (each accident) and name the Town of Camp Verde, AZ as an additional insured (with corresponding endorsement relative to the additionally insured indemnification) in connection with the services as provided herein.

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

e. The CONTRACTOR 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.

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

g. With the execution of this Agreement, CONTRACTOR shall simultaneously furnish to the TOWN of Camp Verde any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement establishing that the contractor and all subcontractors have complied with insurance requirements previously stated.

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

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

j. Failure of CONTRACTOR to obtain Certificates or other insurance evidence from other subcontractors shall not be deemed a waiver by the TOWN.

k. The CONTRACTOR'S liability under this Agreement is not in any way limited by the insurance required by this Agreement.

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

10. Indemnity

CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify, defend, save and hold harmless the TOWN, 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 CONTRACTOR or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such CONTRACTOR to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising from the negligent or willful acts or omissions of the Indemnitee, be indemnified by CONTRACTOR from and against any and all claims. It is agreed that CONTRACTOR will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the CONTRACTOR agrees to waive all rights of subrogation against the TOWN, its officers, officials, agents and employees for losses arising from the work performed by the CONTRACTOR for the TOWN. The obligations under this Section 10 shall survive termination of this Agreement.

11. Agreement Documents

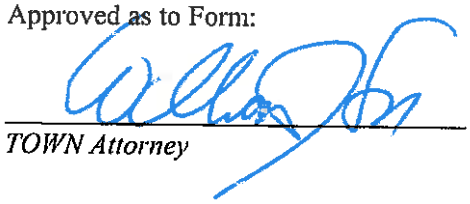
The Agreement documents which comprise the entire Agreement between the TOWN and the CONTRACTOR concerning the work consist of the following:

a. This Agreement (6 Pages)
b. General and Special Provisions
c. Performance, Payment and other Bonds: The bidder to whom an award is made will be required to execute a Performance and Payment Bond, each in 100 percent of the amount of the bid.
d. Certificate(s) of Insurance
e. Notice of Award
f. Notice to Proceed
g. All bidding documents
    i) Invitation to Bid
    ii) Information for Bidders
    iv) Project/Bid & Contractor's Schedule

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

TOWN of Camp Verde

Approved as to Form:



TOWN Attorney

Mayor, Charles German

Attest:

TOWN Clerk, Virginia Jones

CONTRACTOR: XXXXXXXX

Name/Title

Town of Camp Verde
#16-116 - FY 16/17 Chip Seal Project

CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of August, 2016 by and between the TOWN of Camp Verde, Yavapai County, State of Arizona (herein called the "**TOWN**") acting herein by the **Mayor, Charles German,** and Common Council, party of the first part, and Contractor, **Earth Resources Corporation** (hereinafter called the "**CONTRACTOR**") party of the second part.

WITNESSETH THAT:
That the said Contractor, by these presents does covenant, contract and agree with the TOWN, for and in consideration for the payments made, as provided for in the General and Special Provisions and in the Proposal, to the Contractor by the TOWN at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this Agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for **FY 2016/17 Chip Seal Project #16-116.** The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The said Specifications and Plans, are intended to be complimentary. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all. The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

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

2. **Access to Information**
   It is agreed that all information, data reports, records as exist, available and necessary for carrying out of the work outlined in detail in The General and Special Provisions have been furnished to the CONTRACTOR by the TOWN and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the TOWN and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described herein.

3. **Project Manager - Administration**
   The TOWN has designated The Town Engineer, Ron Long P.E., as the Project Manager. The Project Manager shall be empowered to perform all administrative functions as required for management of the project.

4. **Agreement Times**
   The work will be completed and ready for final payment within **40** calendar days of the date in the Notice to Proceed. The CONTRACTOR has submitted a project schedule to the TOWN Project Manager with their sealed bid.

5. **Compensation**

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed: **Three Hundred Ninety Five Thousand Six Hundred Seventy Five Dollars and ninety-nine cents ($395,675.99)** . Originals of the Applications for Payment are to be submitted to:

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

The Project Manager shall verify completion of all work as outlined in the General and Special Provisions.

6. **Termination of Agreement**

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

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

b. The TOWN may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Agreement is terminated by the TOWN as provided herein, the CONTRACTOR will be paid as provided in the Addendum for the time expended and expenses incurred up to
the termination date. If this Agreement is terminated due to the fault of the CONTRACTOR, Paragraph 7.a hereof relative to termination shall apply.

c. This Agreement may be terminated as per A.R.S. §38-511, Conflict of Interest.

7. **Miscellaneous Provisions**

a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona, and all obligations of the parties created hereunder are performable in Camp Verde, Yavapai County, Arizona.

b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement. In any case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall

not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision and never been contained herein.

c. Action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court including the appellate court, may adjudge reasonable as attorney fees.

d. This Agreement represents the entire understanding of the TOWN and CONTRACTOR as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect This Agreement may be amended only by mutual understanding of the parties hereto in writing to be attached to and incorporated into this Agreement.

8. Project Familiarity and Identification of Conflicts

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

a. CONTRACTOR has familiarized himself/herself with the nature and extent of the Agreement documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

b. CONTRACTOR has given the Project Manager a written notice of all conflicts, errors, or discrepancies discovered in the Agreement documents and the written resolution thereof by the Project Manager is acceptable to the CONTRACTOR.

c. CONTRACTOR has examined and carefully studied the Agreement documents and other related data identified in the bidding documents.

d. CONTRACTOR is familiar with the satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

9. Insurance

The CONTRACTOR shall procure and maintain, at CONTRACTOR'S sole expense, until completion of the Project the following insurance coverages:

a. General Liability: as shall protect the CONTRACTOR and the TOWN from claims for bodily injury, personal injury, and property damage which may arise out of the nature of the work or from operations under this contract ***and names the Town Of Camp Verde, AZ as an additional insured (with corresponding endorsement relative to the additionally insured indemnification) in connection with the contracting services as provided herein.***

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

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

i.) Commercial General Liability

Each Occurrence $1,000,000

General Aggregate $2,000,000

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

c. Commercial Automobile Liability: CONTRACTOR shall procure, and maintain, at CONTRACTOR'S sole expense, until the completion of the Agreement, coverage for any auto, including non-owned and hired autos, with a combined single limit of $1,000,000 per occurrence (each accident) and name the Town of Camp Verde, AZ as an additional insured (with corresponding endorsement relative to the additionally insured indemnification) in connection with the services as provided herein.

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e. The CONTRACTOR 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.

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

g. With the execution of this Agreement, CONTRACTOR shall simultaneously furnish to the TOWN of Camp Verde any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement establishing that the contractor and all subcontractors have complied with insurance requirements previously stated.

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

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CONTRACTOR agrees, to the fullest extent permitted by law, to indemnify, defend, save and hold harmless the TOWN, 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 CONTRACTOR or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such CONTRACTOR to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising from the negligent or willful acts or omissions of the Indemnitee, be indemnified by CONTRACTOR from and against any and all claims. It is agreed that CONTRACTOR will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the CONTRACTOR agrees to waive all rights of subrogation against the TOWN, its officers, officials, agents and employees for losses arising from the work performed by the CONTRACTOR for the TOWN. The obligations under this Section 10 shall survive termination of this Agreement.

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e. Notice of Award
f. Notice to Proceed
g. All bidding documents
    i) Invitation to Bid
    ii) Information for Bidders
    iv) Project/Bid & Contractor's Schedule

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

TOWN of Camp Verde

Approved as to Form:

TOWN Attorney

Mayor, Charles German

Attest:

TOWN Clerk, Virginia Jones

CONTRACTOR: XXXXXXXX

Name/Title

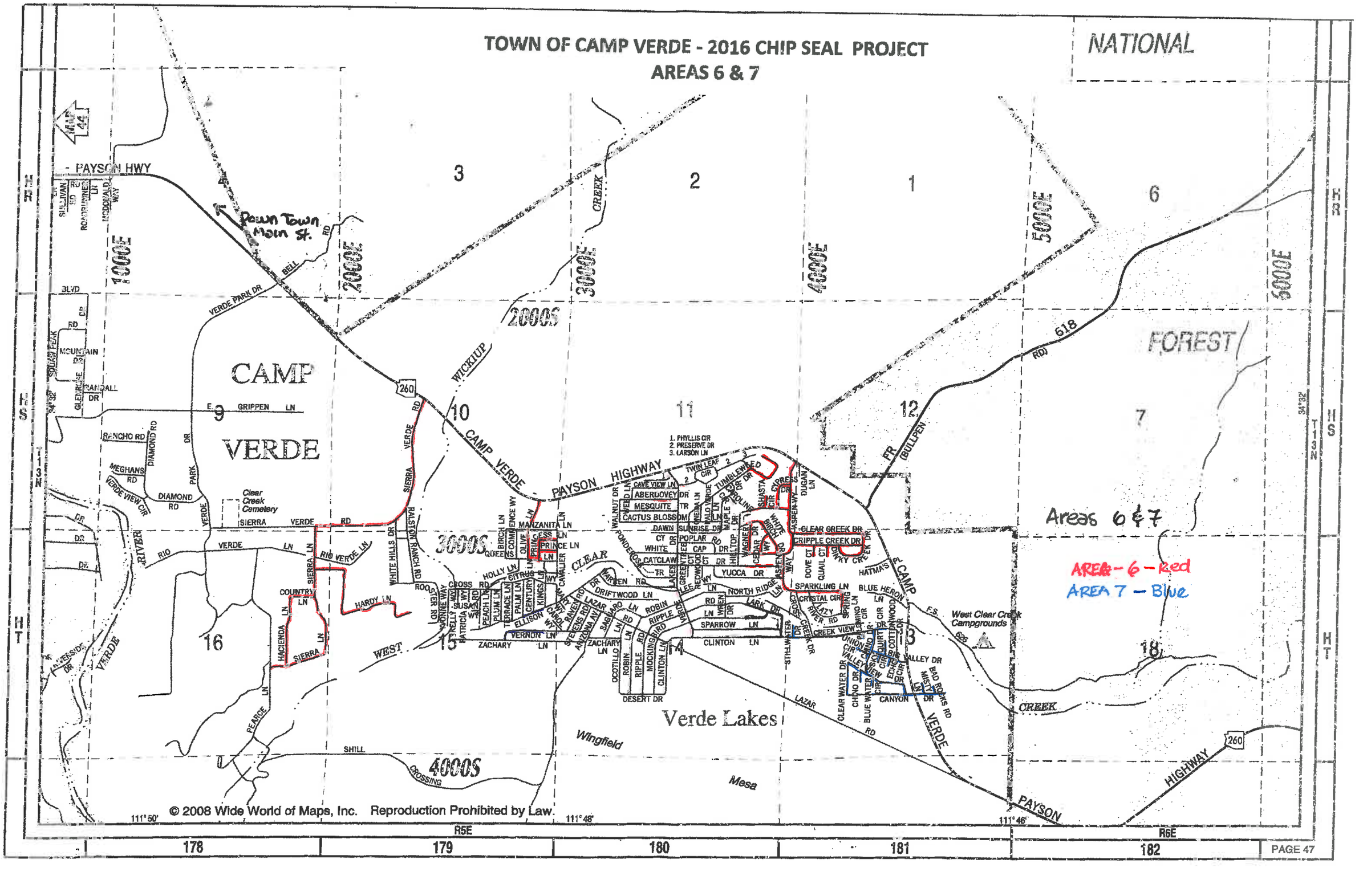
STREET NAME / LOCATION (Area 6)	LENGTH (FT)	WIDTH (FT)	SQUARE YARDS	STRIPE COLOR/WIDTH	TABS
Sierra Verde Rd. / SR-260 to Sierra Lane	5280	27	15,840	Double Yellow 4" Stripe - 5280'	
Sierra Lane / Sierra Verde to Pearce Lane	4224	24	11,264	Double Yellow 4" – 4224'	
Hardy Lane / Sierra Lane to End of Pavement	1726	24	4,603		
Country Lane / Sierra Lane to End of Pavement	826	24	2,203		
Hacienda Lane/ Country Lane to Sierra Lane	1620	24	4,320		
Olive Lane / SR-260 to Queens	1355	22	3,312,		
Queens / Olive Lane to End of Pavement	675	24	1,800		
Prince Lane / Queens to End of Pavement	357	24	952		
Verde Lakes Drive / SR-260 to Clinton Lane	4224	24	11,264	Double Yellow 4" -4224'	
Phyllis Circle / Verde Lakes Drive to End of Pavement	675	22	1,650		
Preserve Drive / Verde Lakes Drive to Twin Leaf Circle	480	32	1,707		
Cave View / Verde Lakes Drive to Aberdovey	1300	22	3,178		
Aberdovey / Verde Lakes Drive to Walnut	1315	23	3,361		
Walnut / Aberdovey to Cactus Blossom	475	23	1,214		
Mesquite / Verde Lakes Drive to Walnut	1313	23	3,355		
Cactus Blossom / Verde Lakes Drive to Walnut	1330	18	2,660		
Cactus Blossom / Verde Lakes Drive to Maple	1041	23	2,661		
Sunrise / Cactus Blossom to Cactus Blossom	1131	24	3,016		
Tumbleweed / Cactus Blossom to End of Pavement	3245	22	7,932		
Oneida / Cactus Blossom to Tumbleweed	409	23	1,045		
Palo Verde / Cactus Blossom to Tumbleweed	586	24	1,563		
Maple / Cactus Blossom to Tumbleweed	1059	22	2,589		
Caroline Circle / Maple to End of Pavement	235	24	627		
Cat Claw / Verde Lakes Drive to Aspen	2538	24	6,768		
Aspen / SR-260 to End of Pavement (Spring Lane)	2776	23	7,094	Double Yellow 4" – 7094'	
Cypress / Aspen to Hilltop	782	24	2,085		
Hilltop / Aspen to Whitecap	2069	22	5,058		
Shasta / Hilltop to Cul-de-sac	182	24	485		
White Birch / Hilltop to Whitecap	1299	24	3,464		
Wagner / White Birch to End of Pavement	313	22	765		
Cedar Way / White Birch to Whitecap	444	24	1,184		
White Cap / Hilltop to Aspen	1090	23	2,786		
Clear Creek Drive / Aspen to Dinky Creek	1590	24	4,240		
Cripple Creek Drive / Aspen to Dinky Creek	1558	24	4,155		
Dinky Creek / Clear Creek to Cripple Creek	1155	22	2,823		
Quail Court / Cripple Creek to Cul-de-sac	215	24	573		
Dove Court / Cripple Creek to Cul-de-sac	216	24	576		
Twin Leaf Circle / E Preserve Dr. to Preserve Dr.	1439	32	5,116		
E. Preserve Dr. / Twin Leaf Cr. to Tumbleweed	890	32	3164		

Larson Lane / End of Road	418	32	1486		
	Total Square Yards Section #6		143,938		
STREET NAME / LOCATION (Area #7)	LENGTH (FT)	WIDTH (FT)	SQUARE YARDS	STRIPE COLOR/WIDTH	TABS
Ripple Road / Verde Lakes Drive to Wren Drive	941	23	2,405		
Lark Drive / Wren to Clinton	1851	24	4,936		
Mockingbird / Verde Lakes Drive to Lark	1830	24	4,880		
Wren / Mocking to Lark	290	24	773		
Sparrow / Verde Lakes Drive to Lark	2040	24	5,440		
Ripple Road / Verde Lakes Drive to Lazar	1064	23	2,719		
Mockingbird / Verde Lakes Drive to Lazar	262	24	699		
Lazar / Clinton to Palm	3643	24	9,715		
Robin / Lazar to Saguaro	292	24	779		
Saguaro / Robin to Lazar	825	24	2,200		
Mary Way / Lazar to Cul-de-sac	134	24	357		
Raven / Lazar to Vernon	733	24	1,955		
Stevens / Lazar to Vernon	451	24	1,203		
Arizona Avenue / Lazar to Zachary	809	24	2,157		
Zachary / Arizona Avenue to Ocotillo	783	24	2,088		
Vernon / Arizona Avenue to Zachary	2058	24	5,488		
Carol Way / Vernon to Cul-de-sac	323	25	897		
Saguaro / Zachary to Lazar	535	24	1,427		
Ocotillo / Lazar to Desert Drive	1685	24	4,493		
Desert Drive / Ocotillo to Clinton	1055	24	2,813		
Robin / Desert Drive to Lazar	1560	24	4,160		
Ripple Road / Desert Drive to Lazar	1430	24	3,813		
Mockingbird / Desert Drive to Lazar	1310	24	3,494		
Clinton / Desert Drive to South Stillwater	4224	24	11,264	Double Yellow 4" – 4224'	
South Stillwater / Creek View to Cul-de-sac	370	24	987	Double Yellow 4" – 987'	
Creek View / South Stillwater to Big Valley	2183	24	5,821	Double Yellow 4" -2183'	
Palomino Circle / Creek View to Cul-de-sac	158	24	421		
Big Valley / SR-260 to Chino	894	24	2,384	Double Yellow 4" – 894'	
Sky Circle / Big Valley to Cul-de-sac	195	24	520		
Quirt Circle / Big Valley to Cul-de-sac	418	24	1,115		
Echo Circle / Big Valley to Cul-de-sac	245	24	653		
Cottonwood / Big Valle to Cul-de-sac	439	22	1,073		
Union Circle / Chino to Cul-de-sac	292	24	779		
Chino / Bill Valley to Valley View	470	24	1,253		
Chino / Big Valley to Cul-de-sac	392	24	1,045		
Blue Water Circle / Valley View to Cul-de-sac	213	24	568		

Valley View / Canyon to Clear Water	1651	24	4,403		

STREET NAME / LOCATION (Area #7 Cont.)	LENGTH (FT)	WIDTH (FT)	SQUARE YARDS	STRIPE COLOR/WIDTH	TABS
Clearwater / Valley View to Canyon	786	24	2,096		
Canyon / SR-260 to Clearwater	1463	24	3,901		
Canyon / SR-260 to Cul-de-sac	728	24	1,941		
Bad Rocks / Canyon to Cul-de-sac	137	24	366		
Misty Lane / Canyon to Cul-de-sac	210	24	560		
	Total Square Yards Section #7		110,041		
	Project Total Square Yards		**253,979**		
	Project Total Linear Feet			**23,111**	

TOWN OF CAMP VERDE - 2016 CHIP SEAL PROJECT
AREAS 6 & 7



FY 2016/2017 CHIP SEAL PROJECT – Areas 6 and 7

Project No. 16-116

July 28, 2016 10:00 a.m. Pre-Bid - Contractors in attendance:

NAME	COMPANY	TELEPHONE	EMAIL
Jeff Abram	Cactus Asphalt	602-377-5651	jabram@cactusasphalt.com
Wyatt Orr	ERC	928-775-2795	ww05th@yahoo.com
Gary M	Cholla Pavement	480-893-1044	gary@chollapavement.com
Greg Erks	VSS International	480-940-9690	Greg.erks@chipseal.com
Felix Morales	Mulcaire & Sons	928-567-2380	Jess@mulcaireandsons.com
Jennifer Chadwick	McDonald Brothers	928-567-3539	linda@mcdonaldbrosaz.com

TOWN OF CAMP VERDE

BID POSTING

Request for Bids
Insert Project # 16-116
FY 16/17 Chip Seal Project – Areas #6 & #7

BID OPENING
August 9, 2016 @ 1:00 p.m.
395 South Main Street
Camp Verde, Arizona 86322

Present: Tracey Feltes, Deborah Ranney

Bids

BIDS RECEIVED		
COMPANY	**ADDRESS**	**Total Bid**
Cactus Transportation/Asphalt	8211 W. Sherman Street Tolleson, AZ 85353	Base Bid = $437,864.84 Add- Alt = $50,795.80 **Total = $488,660.64**
Cholla Pavement	5254 S. Warner Drive Apache Junction, AZ 85210	Base Bid = $447,372.84 Add Alt = $40,636.64 **Total = $488,009.48**
Earth Resources Corp	P.O. Box 1420 Dewey, AZ 86327	Base Bid = $332,181.24 Add Alt = $63,494.75 **Total = $395,675.99**

Posted By:_____ **Date/Time**_____

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.

10.

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date:

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

☐ *Presentation Only* ☒ *Action/Presentation* ☐ *Special Session* ☐ Pre-Session

Requesting Department: Economic Development Department

Staff Resource/Contact Person: Steve Ayers

Agenda Title (be exact): Discussion and possible approval of a $300 a week stipend for EDD Intern Ly "Harriet" Bui

List Attached Documents: 1) Contract, 2) Resume

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviews Completed by:

☒ ***Department Head:*** ☐ ***Town Attorney Comments:***

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

Finance Director Comments/Fund:

Fiscal Impact: $300 per week for 15 weeks retroactive to July 18, 2016. Total $4500

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

Comments:

Background Information: The Town of Camp Economic development Department was approached by a local resident earlier this year asking if we would be interested in having an intern. After receiving Ly Biu's resume we agreed her skills and abilities relative to Internet marketing, computer coding and social media would be helpful. We made no promise of a wage or a stipend as the position was not contemplated during this year's budget discussion. However, after working in the department over the last three weeks, we have realized that the work she was doing was of greater value that anticipated. As much as she was learning, we have learned a great deal from her and been the beneficiary of her skills. Harriet has taught Sebra how to manage our websites, build Facebook pages and is working with the department to develop Internet and social media marketing products. We have plans to use her photographic skills as well has her graphic design background over the next few week. Other departments including the Library and Public Works have requested for her assistance.

Recommended Action (Motion): Approve the transfer of $4500 from contingency line to EDD Projects line item

Instructions to the Clerk:

Ly (Harriet) Huong Bui

Mount Holyoke College, 1290 Blanchard Campus Center, 50 College Street, South Hadley, MA 01075
bui23l@mtholyoke.edu 209-763-8232

EDUCATION

Mount Holyoke College, South Hadley, MA
Bachelor of Arts in Economics (May 2016)
GPA: **3.63/4.00**

Cottey College, Nevada, MO
Associate of Fine Arts in Visual Art and Dance (May 2014)
GPA: **3.90/4.00**

Relevant Coursework: Econometrics, Macroeconomics, Microeconomics, Statistics, Seminar: Economic Development & Globalization, International Economics, Money & Banking, International Relations, Introduction to Journalism, Advanced Object-Oriented Programming, Data Structures, Computer System

EXPERIENCE

Communications & Outreach Intern, *Kopernik, International Trade & Development*, Bali, Indonesia June - August 2015

- Designed, managed, and produced a recruitment video, generating more than 400 viewers to fill vacancy, and a "thank you" video for donors who donated more than $100,000 to the organization
- Conducted research about gender disaggregated data in Indonesia and potential partners for product promotion
- Analyzed advantages of utilizing LinkedIn and its impact for recruitment at small non-profit organization level, presented findings and proposed a job-posting test that generated 4,000 impressions
- Managed media library, proposed, tested and implemented new media library system management procedure

Communications Assistant, *Dance Department, Mount Holyoke College,* MA January - May 2015

- Identified technological issues, conducted research and implemented new marketing campaigns reaching more than 2000 subscribers via various communications channels such as email, and social media
- Utilized Excel to analyze customers' statistics, and organized archived materials
- Recruited, trained, managed volunteers for dance concerts, and organized formal receptions to promote the dance department

Brand & Marketing Consultant, *Applied Humanities Learning Lab, Five Colleges Inc*, MA January - March 2015

- Conducted research to address obstacles faced by the Joseph Allen Skinner Museum regarding physical space, architecture, conservation, audience, and accessibility needs
- Developed marketing and brand management strategies for the museum including designing logo and promotional materials, improving social media presence, and strengthening public relations
- Presented research and findings to donors and stakeholders at the 1931 Project Exposition at Smith College

LEADERSHIP EXPERIENCE

Digital Marketing Manager, *Vietnamese Student Association, Mount Holyoke College*, MA October 2014 - January 2015

- Collaborated with members of Social Media Team to develop content for the Vietnam Night cultural show, which generated more than $2000 in sales
- Designed posters, table tents, tickets, T-shirts, program, and backdrops for the show
- Conducted research to utilize digital marketing via various communication channels (Email, Facebook, Websites, YouTube) and recruited volunteers for dissemination of promotion materials on and off-campus

TECHNOLOGICAL SKILLS

Technology Consultant, *Library, Information &Technology Service, Mount Holyoke College,* MA February 2015 - Present

- Troubleshoot and provide consulting services to over 2000 customers regarding printing, media circulation, network set-up, Microsoft Office, Adobe Creative Suite, blogging, content management with Wordpress and library information
- Research and analyze statistical data of customers and work tasks performed by student consultants to improve consulting services using Excel
- Developed and facilitated one-hour long workshops to teach basic Illustrator and advanced Photoshop to students and faculty

WebApp Development, *Google, Mount Holyoke College, MA* January 2016
Web Programming One-week Boot Camp, *Amherst College*, MA January 2015
Investment Banking, Financial Statement Analysis, Valuation Fundamentals One-day Workshop, October 2014
Pillars of Wall Street, Smith College, MA

Languages: Java, Action Script, C, JavaScript, Python, PHP, HTML, CSS, XML
Software: Microsoft Office, Adobe Creative Suite, STATA

OTHER SKILLS & INTERESTS

Languages: Vietnamese *(native proficiency);* English *(professional proficiency)*; Chinese *(elementary proficiency)*
Interests: Backpacking, Graphic Design, Painting, Ceramics, Dance, Yoga

Internship Contract
Ly Huong Bui and the Town of Camp Verde

Job Title: Economic Development Intern
Supervisor: Sebra Choe, Economic Development Specialist

Conditions of Agreement

- **Terms of Contract**: July 18 - October 28, 2016. Amendable upon agreement by both parties, with no guarantee or expectation of continued employment at the close of contract
- **Compensation**: $300 weekly stipend
- **Employee benefits**: Paid holidays, Sick Leave, or Healthcare are not included; Worker's Compensation will be covered

Scope of Work

Scope of work includes branding, marketing, student mentorship, economic development research, website management, graphic design, and strategic planning.

Deliverables

Marketing Projects (in order of priority):

1. Draft Proposal for Facebook, and social media strategy, to include a 1-page guideline for best practices and standards, and a support plan; present to Town Web Committee
2. Transition Town Newsletter to a different platform; draft newsletter template design and assist in publishing 3 monthly newsletters.
3. Draft recommendation for edits to VisitCampVerde.com website, based on branding and marketing strategy
4. Research and implement Search Engine Optimization for visitcampverde.com
5. Draft Town marketing plan under the brand "visitcampverde.com"
6. Set up Visitor Center to digitally capture stories of guests
7. Draft recommendations for Visitor Center merchandise; design and purchase at least 3 prototypes
8. Draft marketing video storyline and begin to coordinate partners and content
9. Design Fort Verde Days flyer for print advertising and Camp Verde Promotions website

Economic Development

1. Camp Verde High School Entrepreneurial Program (EP):
    a) Develop communication plan for coordinating Guest Speakers and Field Trips
    b) Participate in 3 classes: Interview students, Marketing Yourself, Internship Review

2. Affordable Housing: Draft a list of recommended vendors and models of tiny or small houses appropriate for Camp Verde culture and landscape

Steve Ayers Economic Development Director Town of Camp Verde	Date	Ly Huong Bui Economic Development Intern Independent Contractor	Date

Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: August 17, 2016

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

☐ *Presentation Only* ☐ *Action/Presentation* ☐ *Pre-Session Agenda*

Requesting Department: Town Council

Staff Resource/Contact Person:

Agenda Title (be exact): **Discussion and possible direction to staff regarding the future use of room 106 (Council Chambers/Municipal Court), once the Municipal Court is re-located to the 200 building.**

List Attached Documents:

Estimated Presentation Time:

Estimated Discussion Time:

Reviews Completed by:

☐ ***Department Head:*** _____ ☐ ***Town Attorney Comments:*** N/A

☐ ***Finance Department*** N/A
Fiscal Impact: None
Budget Code: N/A ***Amount Remaining:*** _____
Comments:

Background Information:

Recommended Action (Motion):

Instructions to the Clerk: None