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**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, APRIL 3, 2024 at 6:30 P.M.**

ZOOM MEETING LINK:

<https://us02web.zoom.us/j/84258900745?pwd=R3JxcFR0SHFvU2NublhVS25JbWxiZz09>

one Tap Mobile: 1-253-215-8782 or 1-346-248-7799

Meeting ID: 842 5890 0745

Passcode: 232629

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

- 1. Call to Order**
- 2. Roll Call.** Council Members Jackie Baker, Wendy Escoffier, Cris McPhail, Jessie Murdock, Robin Godwin, Vice-Mayor Marie Moore, and Mayor Dee Jenkins.
- 3. Pledge of Allegiance**
- 4. Consent Agenda** – All those items listed below may be approved by one motion as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.

a) Approval of the Minutes:

- 1) Regular Session – March 6, 2024 at 6:30 p.m. Page 5
- 2) Special Session – March 19, 2024 at 5:30 p.m. Page 11
- 3) Special Session – March 20, 2024 at 5:30 p.m. Page 13

b) Set Next Meeting, Date and Time:

- 1) Executive Session – Friday April 5, 2024 at 8:00 a.m. - until end of day
- 2) Work Session – Wednesday April 10, 2024 at 5:30p.m.
- 3) Special/Executive Session – Wednesday April 17, 2024 at 5:00 p.m.
- 4) Regular Session – Wednesday April 17, 2024 at 6:30 p.m.
- 5) Work Session - Wednesday April 24, 2024 at 5:30 p.m. Budget
- 6) Regular Session – Wednesday May 1, 2024 at 6:30 p.m.
- 7) Work Session - Wednesday May 8, 2024 at 5:30 p.m.

c) Possible approval of contract for Courier Services with the Yavapai County

- d) **Possible approval of Resolution 2024-1138 a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving and authorizing the submittal of the application for designation of adequate water supply to the Arizona Department of Water Resources, Office of Assured and Adequate Water Supply, and authorizing the Mayor to execute this Resolution, authorizing the submittal of the application and declaring an emergency Exist.** Staff Resource: Utilities Director Jeff Low Pg. 29

5. **Call to the Public For items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to ARS §38-431.01(H))
6. **Summary of Current Events.** The Town Council and the Town Manager may provide brief summaries of current events and activities. These summaries are strictly for informing the public of such events and activities. The Council will not propose, discuss, deliberate or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda. Summaries may include committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai-Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Phillip England Center for the Performing Arts Foundation.
7. **Special Announcements and Presentations:**
- **Proclamation declaring April 15 thru 20th to be Stand with Me, Be Drug Free Week.** Staff Resource: Town Marshal Corey Rowley Page 33
 - **Proclamation Declaring April 7-13 as National Library Week:** Staff Resource: Library Director Kathy Hellman Page 35
 - **Proclamation Declaring April 21-27 as National Volunteer Week:** Staff Resource: Library Director Kathy Hellman Page 37
 - **Proclamation Declaring April as Fair Housing Month:** Staff Resource CIP Project Manager Martin Smith Page 39
8. **Discussion, consideration and possible approval of Resolution 2024-1137 a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona approving Congressional Directed Funding Requests.** Staff Resource: Economic Development Director Molly Davies. Page 41

9. **Discussion, consideration and possible direction in support of purchase and installation of a football scoreboard at Butler Park.** Staff Resource Parks & Recreation Manager Michael Marshal Page 45
10. **Presentation followed by discussion regarding the Town of Camp Verde Area Drainage Master Study.** Staff Resource: Utilities Director Jeff Low. Page 55
11. **Adjournment**

Note: Upon a public majority vote of a quorum of the Town Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the purpose of discussion or consultation for legal advice with the Town Attorney as permitted by A.R.S. § 38-431.03(A)(3). Any other executive sessions will be separately included on the agenda above if an executive session will be held at the meeting.

Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All legal action of public bodies shall occur during a public meeting. Pursuant to Town Code, Section 2-3-7.1 the Mayor shall call for a vote of the Council to allow the meeting to continue past the deadline of 10:00 p.m. The Town of Camp Verde Council Chambers is accessible to persons with disabilities. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0021.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Town of Camp Verde and Bashas on 03-28-2024 at 4:00 p.m. in accordance with the statement filed by the Camp Verde Town Council with the Town Clerk

Virginia Jones

Virginia Jones, Acting Town Clerk

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DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, MARCH 6, 2024 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 Jenkins called the meeting to order at 6:30 p.m.

2. Roll Call

Mayor Dee Jenkins, Vice Mayor Marie Moore, Councilor Wendy Escoffier, Councilor Jackie Baker, Councilor Jesse Murdock, Councilor Robin Godwin and Councilor Cris McPhail are present.

Also Present

Finance Director and Acting Town Manager Mike Showers, Town Attorney Trish Stuhan, Deputy Town Clerk Virginia Jones, Administrative Support Manager of Public Works Dorie Blair and Recording Secretary Jennifer Reed.

3. Pledge of Allegiance

Councilor McPhail led the Pledge.

4. Consent Agenda – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.

a) Approval of the Minutes:

- 1) February 21, 2024 - Special Session at 5:00 p.m.
- 2) February 21, 2024 - Regular Session at 6:30 p.m.

b) Set Next Meeting, Date and Time:

- 1) Special Session – Tuesday March 19, 2024, at 5:00 p.m.
- 2) Regular Session – Wednesday March 20, 2024, at 6:30 p.m.
- 3) Special Session – Wednesday March 27, 2024, at 5:30 p.m.
- 4) Special Session – Wednesday April 3, 2024, at 5:00 p.m.
- 5) Regular Session – Wednesday April 3, 2024, at 6:30 p.m.

c) Possible Approval of Resolution 2024-1135, A Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adjusting the Development Standards Review Fee – Commercial/Industrial for Fiscal Year 2023-24. Staff Resource: Michael Showers

Motion was made by Council McPhail to accept the consent agenda as presented. Second was made by Vice Mayor Moore. Councilor Escoffier questioned the revision to Resolution 2024-1135 listed as Item 4c. Attorney Trish Stuhan explained the Resolution in the packet, the first recital, the "Whereas Clause", has been deleted due to a typographical error. She suggests the motion now read, *"motion to approve as presented, with an amendment to Item C, to remove the first recital."* Vice Mayor Moore rescinded her *Second* and Councilor McPhail revised her motion to read, **Motion** to accept the consent agenda with the revision to Item 4c as described by the Town Attorney. Second was made by Vice Mayor Moore.

Roll Call Vote:

Councilor Baker: aye
Councilor McPhail: aye
Councilor Murdock: aye
Councilor Godwin: aye
Councilor Escoffier: aye
Vice Mayor Moore: aye
Mayor Jenkins: aye
Motion carried 7-0.

5. **Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn it in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to ARS §38-431.01(H))
None

6. **Special Announcements and presentations-**

• **Presentation of new Community Development Software.** Staff Resource: Roxanne Jasman.

Chief Building Official Roxanne Jasman gave a presentation of the new software, explaining the key features. Ms. Jasman also went over the budget for this item and how it could affect other departments. Mr. Showers explained that Community Development Department is not able to operate with the current software. Mayor Jenkins would like feedback from the manager that there will be no negative effects on other departments if they decide to go with this software.

7. **Discussion, consideration and possible approval of Resolution 2024-1134 a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona proposing a permanent adjustment to the 1979-80 base expenditure limitation of the Town of Camp Verde.** Staff resource: Michael Showers

Finance Manager and Acting Town Manager Mike Showers explained the town has grown significantly since the last permanent base adjustment was approved in 2020 for FY22. The expenditure limit restricts municipalities from expending

current-year revenues and available fund balances beyond a set base limit, even when the Town has the cash available. It does not prevent municipalities from receiving grants or issuing debt in any amount as those items are excluded from the expenditure limit calculation. This effectively encourages municipalities to issue debt more often to cover needed expenses. The Town would prefer to use available cash for capital expenditures rather than seeking further debt issuance. An increase to our expenditure limit is not an approval to increase total Town expenses to that amount. The higher limit allows the Town to continue to spend current revenues and cash for needed capital and services without needing to utilize debt instruments. A permanent increase to the Base Expenditure Limit is the recommended course of action by the Acting Town Manager and Finance Director.

Councilor Godwin would like to get the word out to the public so the Town can spend their own money or the state will take the money from us.

Vice Mayor Moore questioned when the item would go on the ballot? Mr. Showers indicated it needs to go now. Ms. Moore asked about educating the public. She asked if Mr. Showers knew how many times there would be a forum to educate the public. Mr. Showers stated he has not set up a plan to distribute information yet. He will sit down with Acting Town Manager Mabery in the near future to discuss a plan to distribute information.

Attorney Trish Stuhan stated the Town Manager and Finance will work through education and how to go about that. There will be opportunities prior to the election to submit arguments. Arguments may be submitted by May 1st. Council decides the number tonight then staff will work out the education plan.

Motion made by Councilor McPhail to approve Resolution 2024-1134, amending the 3rd paragraph to read, *“Shall the expenditure base of the Town of Camp Verde be permanently adjusted by \$950,000”*, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, proposing a permanent adjustment to the 1979-80 base expenditure limitation of the Town of Camp Verde. Second was made by Councilor Godwin.

Roll Call Vote:

Councilor Baker: aye

Councilor McPhail: aye

Councilor Murdock: aye

Councilor Godwin: aye

Councilor Escoffier: aye

Vice Mayor Moore: aye

Mayor Jenkins: aye

Motion carried 7-0

8. Discussion and possible selection of Hearing Officer for Code Enforcement Cases. Staff Resource: John Knight

Finance Manager Mike Showers introduced the applicants. Mayor Jenkins asked for an overview of the interview process. Councilor McPhail indicated a subcommittee composed of three (3) council members – Jackie Baker, Wendy Escoffier, and herself interviewed the three candidates. All the candidates are well qualified, and each has expertise in different areas. They would like the Community Development Department to be able to utilize all three experts in a way that they see fit.

The candidates are:

- Jeri Scott
- Michael Goimarac
- Theresa Coleman

Michael Goimarac and Jeri Scott introduced themselves and gave a little background on their experiences. Theresa Coleman was joining via zoom but because of technical difficulties was unable to communicate.

Motion made by Councilor Godwin, to direct the Town Manager to enter into contracts with all three (3) Hearing Officer candidates. Second was made by Councilor Escoffier.

Roll Call Vote:

Councilor Baker: aye
Councilor McPhail: aye
Councilor Murdock: aye
Councilor Godwin: aye
Councilor Escoffier: aye
Vice Mayor Moore: aye
Mayor Jenkins: aye

Motion carried 7-0

9. **Discussion and possible approval to ratify the purchase (2) ramadas from Exerplay in the amount of \$57,875.19 for the Grief Hill Trailhead grant project.**
Staff Resource: Martin Smith

CIP Project Manager Martin Smith stated in August staff placed an order for the (2) ramadas at the trailhead. He found an invoice for a deposit for the ramadas that was left by his predecessor. It was his understanding at the time, this was already brought to Council for approval. Council discussed how this could have happened, but no one is sure exactly what happened.

Motion made by Councilor McPhail to ratify the approval of the purchase of (2) ramadas from Exerplay in the amount of \$57,774.45 for the Grief Hill Trailhead grant project. Second was made by Councilor Baker.

Roll Call Vote:

Councilor Baker: aye

Councilor McPhail: aye

Councilor Murdock: aye

Councilor Godwin: aye

Councilor Escoffier: aye

Vice Mayor Moore: aye

Mayor Jenkins: aye

Motion carried 7-0

- 10. Summary of Current Events.** The Town Council and the Town Manager may provide brief summaries of current events and activities. These summaries are strictly for informing the public of such events and activities. The Council will not propose, discuss, deliberate or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda. Summaries may include committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai-Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Phillip England Center for the Performing Arts Foundation.

Councilor Godwin invited the public to the Pecan and Wine Festival scheduled for next weekend.

Councilor McPhail attended Teen Game Night, the Yavapai Apache Nation Tribal Council Meeting and Exodus Day. She mentioned *'The Old Guys'* installed 19 holes on the Disc Golf Course and the Tree Advisory Committee planted flowers.

Councilor Escoffier gave a shout out to the Library's STEM Program they had in February. She attended the Lowell Observatory Presentation and is reading essays for MATFORCE Essay Contest.

Mayor Jenkins attended the Yavapai Apache Nation Exodus Day and the other Mayor Meetings she regularly attends.

Finance Manager Mike Showers-

- Attended an Animal Work Group Meeting.
- Attended the Monster Truck Rally.
- Town Manager Recruitment Process:
 - 58 applications were received. Drew will present the candidates he feels will be successful. Council will decide who will be the best fit.
 - March 19th Council will go over the interview processes & *interview questions*.
 - April 4th & 5th will be finalist interviews.

11. Adjournment

Mayor Jenkins adjourned the meeting at 7:39 p.m.

Mayor Dee Jenkins

Attest: Town Clerk Virginia Jones

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on March 6, 2024. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2024.

Virginia Jones, Town Clerk

**DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
TUESDAY, MARCH 19, 2024 AT 5:30 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 Jenkins called the meeting to order at 5:30 p.m.

2. Roll Call. Council Members Jackie Baker, Wendy Escoffier, Robin Godwin, Cris McPhail, Jessie Murdock, Vice Mayor Marie Moore and Mayor Dee Jenkins

Others Present: Acting Town Manager Gayle Mabery, Human Resource Director Julia Kaiser, Acting Town Clerk Virginia Jones and Executive Recruiter Drew Gorgey from Columbia LTD

3. Pledge of Allegiance

Councilor Murdock led the Pledge of Allegiance.

Others Present: Acting Manager Gayle Mabery, Acting Town Clerk Gayle Mabery, Human Resource Director Julia Kaiser and Executive Recruiter Drew Gorgey from Columbia Ltd.

4. Discussion, consideration and possible direction to staff relating to the selection of, and interview process for candidates for the Town Manager Position.

Note: Council may vote to go into Executive Session pursuant to ARS §38-431.03(A)(1) to review and identify Candidates for the Town Manager position, and discuss the evaluation/interview process for said candidates. No evaluation of any current employee will be conducted. Staff Resource: Gayle Mabery

On a motion by Councilor Escoffier seconded by Councilor McPhail Council voted unanimously to adjourn to Executive Session for discussion and possible director to staff relating to the selection of and interview process for candidates for Town Manager.

Roll Call Vote:

Councilor Baker: aye
Councilor McPhail: aye
Councilor Murdock: aye
Councilor Godwin: aye
Councilor Escoffier: aye
Vice Mayor Moore: aye
Mayor Jenkins: aye

- **Recess into Executive Session**

Council recessed into Executive Session at 5:33 p.m.

- **Reconvene Open Session**

Council reconvened Special Session at 7:01 p.m.

No action was taken

5. Adjournment

Without objection Mayor German adjourned Executive Session at 7:02 p.m.

Mayor Dee Jenkins

Acting Town Clerk Virginia Jones

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 of the Town Council of Camp Verde, Arizona, held on March 19, 2024. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2024.

**DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, MARCH 20, 2024 AT 5:30 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 Jenkins called the meeting to order at 5:30 p.m.

- 2. Roll Call.** Council Members Wendy Escoffier, Robin Godwin, Cris McPhail, Jessie Murdock, Vice-Mayor Marie Moore and Mayor Dee Jenkins. Council Member Baker was absent.

Others Present: Acting Town Manager Gayle Mabery, Town Attorney Trish Stuhan, Community Development Director John Knight, Utilities Director Jeff Low and Acting Town Clerk Virginia Jones.

3. Pledge of Allegiance

Councilor McPhail led the Pledge of Allegiance.

4. Discussion of a Development Agreement between the Town of Camp Verde and Boulder Creek Camp Verde, LLC, for the High View at Boulder Creek PAD Amendment.

Note: Council may go into Executive Session pursuant to A.R.S. 38-431.03(A)(3) for discussion or consultation for legal advice with the attorney or attorneys of the public body; and, A.R.S. 38-431.03(A)(4) for discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations. Staff Resource: Trish Stuhan

On a motion by Vice Mayor Moore seconded by Councilor Escoffier Council voted to go into Executive Session for discussion of Development Agreement between the Town of Camp Verde and Boulder Creek Camp Verde LLC, for High View at Boulder Creek PAD Amendment.

Roll Call Vote:

Councilor Baker: absent
Councilor McPhail: aye
Councilor Murdock: aye
Councilor Godwin: aye
Councilor Escoffier: aye
Vice Mayor Moore: aye
Mayor Jenkins: aye

• Recess into Executive Session

Council recessed into Executive Session at 5:32 p.m.

- **Reconvene Open Session**

Council reconvened Special Session at 6:22 p.m.

5. Adjournment

Without objection Mayor German adjourned Special Session at 6:22 p.m.

Mayor Dee Jenkins

Acting Town Clerk Virginia Jones

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 of the Town Council of Camp Verde, Arizona, held on March 20, 2024. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2024.



Agenda Item Submission Form – Section I

Meeting Date: April 3, 2024

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

Requesting Department: Library

Staff Resource/Contact Person: Kathy Hellman, Library Director

Agenda Title (be exact): Renewal of Contract for Courier Services with the Yavapai County Free Library District

List Attached Documents: Courier Delivery Services Agreement

Estimated Presentation Time: n/a

Estimated Discussion Time: n/a

Reviews and comments Completed by:

- ☐ Town Manager: _____ ☒ **Department Head:** Kathy D Hellman _____
☐ Town Attorney Comments: _____
☒ Risk Management: reviewed and approved _____
☐ **Finance Department**
Fiscal Impact:
Budget Code: _____ **Amount Remaining:** _____
Comments:

Background Information: When the Yavapai County Free Library District (YCFLD) began providing courier services to Yavapai Library Network Libraries, they did so with significant savings to member libraries and increased dependability and professionalism.

Recommended Action (Motion): approve Renewal of Contract for Courier Services with the Yavapai County Free Library District.

Instructions to the Clerk: Please return a signed copy of the agreement to the Library Director for distribution to YCFLD.

COURIER DELIVERY SERVICES AGREEMENT

Contract # _____

This Agreement for Courier Delivery Services (hereinafter this “Agreement”) with an effective date of July 1, 2024, is entered into by and between the Yavapai County Free Library District, a special taxing subdivision of the State of Arizona (hereinafter referred to as the “DISTRICT”), and the Town of Camp Verde, a municipal corporation by and through its Camp Verde Community Library (hereinafter referred to as “LIBRARY”). DISTRICT and LIBRARY may each be referred to individually as a “Party” or “party,” and collectively as the “Parties” or “parties.”

RECITALS

WHEREAS, the DISTRICT is a county free library district established and maintained pursuant to A.R.S. § 11-901; and,

WHEREAS, the DISTRICT is a special taxing subdivision of the State of Arizona established in 1987 for the purpose of providing library services to participating town and city libraries and unincorporated areas of Yavapai County, pursuant to A.R.S. §§ 48-3901 *et seq.*; and,

WHEREAS, the DISTRICT is authorized to exercise the powers granted generally to municipal corporations by the constitution and laws of the State of Arizona, pursuant to A.R.S. § 48-3902; and,

WHEREAS, LIBRARY is a member of the Yavapai Library Network, a group of specific libraries that collaborate with other specific libraries and entities in Yavapai County, Arizona, for library products and services and has entered into a Library Support Agreement with the DISTRICT.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, it is agreed:

- 1. Term.** This Agreement will commence on July 1, 2024, and will terminate on June 30, 2025, unless sooner terminated or further extended pursuant to the provisions of this Agreement. Thereafter, this Agreement will automatically renew for supplemental one-year terms of up to a maximum of five (5) supplemental one-year terms.
- 2. Termination.** The parties may terminate or cancel this Agreement at any time for any reason, with or without just cause, with ninety (90) days written notice to the other party specifying the termination date.
- 3. Non-appropriation of funds.** LIBRARY recognizes and acknowledges that the DISTRICT is a governmental entity and this Agreement’s validity is based upon the availability of public funding. Notwithstanding any other provision in this Agreement, in the event public funds are not appropriated for the performance of DISTRICT’s obligations under this

Page 1 of 12

Courier Delivery Services Agreement

Agreement, then DISTRICT shall notify LIBRARY in writing of any such non-allocation of funds at the earliest possible date, and this Agreement will terminate or shall automatically expire without penalty to the DISTRICT. If the DISTRICT's allocation of funds is reduced, then the scope of this Agreement may be reduced, if appropriate and agreed to in writing by the Parties, or this Agreement may be cancelled.

4. DISTRICT Obligations.

- a. DISTRICT will provide courier services in accordance with the schedule and routes specified on Exhibit A attached hereto. DISTRICT will commit to consistent delivery times and make every effort to conform to the schedule provided to LIBRARY; however, DISTRICT reserves the right to change the schedule from time-to-time with seven (7) days advance written notice to LIBRARY.
- b. DISTRICT will provide, at no additional cost to LIBRARY, all labor, vehicles, gasoline, insurance and equipment as required to perform courier services in accordance with this Agreement.
- c. DISTRICT will provide a smoke and chemical free environment in an enclosed vehicle for the transport of all library materials and documents to and from designated locations as identified on Exhibit A attached hereto.
- d. DISTRICT warrants it has capacity to carry seventy (70) containers/totes per trip, but the total number of totes will vary depending on route and from week to week. If DISTRICT does not have enough capacity to carry any containers/totes in excess of 70 containers/totes per trip, LIBRARY understands and agrees that any excess containers/totes may be left until the next scheduled trip from that location.
- e. DISTRICT will provide all necessary containers/totes for the transport of LIBRARY materials.
- f. DISTRICT provided containers/totes for library materials will be primarily plastic measuring approximately 22 x 16 x 9 inches. Occasionally, additional packaged materials of varying sizes (both larger and smaller) will be allowed for transport at the sole discretion of DISTRICT.
- g. DISTRICT is not responsible for any damage or loss to property and items provided by LIBRARY. DISTRICT will promptly notify LIBRARY if it identifies any damage or loss.
- h. DISTRICT will notify LIBRARY in advance if for any reason a pick-up and delivery will not occur according to the schedule and routes on Exhibit A attached hereto, and LIBRARY acknowledges and agrees that DISTRICT does not provide courier services on Yavapai County holidays.
- i. DISTRICT may modify the schedule and routes on Exhibit A attached hereto to

accommodate additional stops or improve courier performance at its sole discretion.

- j. DISTRICT shall submit to LIBRARY on an annual basis itemized invoices or itemized credit from LIBRARY's contribution. LIBRARY shall pay DISTRICT within thirty (30) days of receipt of invoices.

5. LIBRARY Obligations.

- a. LIBRARY will provide DISTRICT with keys and necessary security access to its LIBRARY locations.
- b. LIBRARY will pack all LIBRARY materials in DISTRICT provided containers/totes for transport by DISTRICT. LIBRARY will promptly notify DISTRICT if it identifies any damage or loss to containers/totes and if LIBRARY requires any additional containers/totes.
- c. LIBRARY will clearly designate the respective destination on each container/tote of LIBRARY materials to be transported.
- d. If LIBRARY does not or will not have LIBRARY materials ready for DISTRICT on a regularly scheduled pickup or delivery in accordance with the Courier Schedule and Routes on Exhibit A attached hereto, then LIBRARY shall still be obligated to pay for such scheduled pickup or delivery, but such library materials will not be transported until the next scheduled pickup.
- e. LIBRARY is responsible for any damage or loss to LIBRARY's property and items. LIBRARY will promptly notify DISTRICT if it identifies any damage or loss to LIBRARY's property.
- f. LIBRARY shall be responsible to pay for courier services either by invoice or from itemized statements in accordance with the Cost Distribution Formula outlined on Exhibit B attached hereto. If LIBRARY receives an invoice, it shall pay the DISTRICT within thirty (30) days of receipt of invoice.

- 6. **Insurance.** The parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a party upon request.

- 7. **Mutual Indemnification.** To the maximum extent permitted by law, each Party (as "**Indemnitor**") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers (as "**Indemnitee**") from and against any and all claims, losses, liability, costs or expenses to which any Indemnitee may become subject under any theory of liability whatsoever, including reasonable attorney's fees, court costs and the costs of appellate proceedings arising out of actions taken in performance of this Agreement (hereinafter collectively referred to as "**Claims**") to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. 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 Indemnitor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. In the event that any claim is made against either party for acts or omissions of the other party, it is the intent of the Parties to cooperate in the defense of such claim and to the extent possible, cause their insurers to cooperate in such defense.

- 8. Notices.** All notices under this Agreement must be in writing and sent to the appropriate person. Notices will be deemed properly given if sent by certified U.S. mail, postage prepaid, return receipt requested, addressed as follows:

DISTRICT

Yavapai County Free Library District
Attn: Corey Christians, Director
1971 Commerce Center Circle, Ste.
D Prescott AZ 86301

LIBRARY

Camp Verde Community Library Attn:
Kathy Hellman, Library Director
130 N Black Bridge Road
Camp Verde AZ 86322

DISTRICT and LIBRARY shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party. Notice is effective on the date of actual receipt or three days after the date of mailing, whichever is earlier.

- 9. Independent Contractor.** The status of DISTRICT will be that of an independent contractor. Neither DISTRICT nor DISTRICT's officers, agents, employees, or volunteers will be considered an employee or volunteer of LIBRARY. DISTRICT will be solely responsible for DISTRICT's operation(s).
- 10. Assignment.** LIBRARY is prohibited from assigning, transferring, conveying, or otherwise disposing of its obligations under this Agreement, in whole or in part, or its power to execute such agreement to any other person, company, or corporation without the prior written consent of the DISTRICT. Any such written consent may be withheld by DISTRICT at the sole discretion of the DISTRICT.
- 11. Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 12. Third Parties.** Nothing in this Agreement shall be deemed to create any right in any person not a party hereto other than for DISTRICT and a permitted successor or assignee. This Agreement shall not be construed in any respect to be a contract in whole or in part for the

benefit of a third party.

13. Conflict of Interest. This Agreement is subject to cancellation pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.

14. Waiver. No waiver of any default of DISTRICT or LIBRARY hereunder shall be implied from any omission or refusal to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in such express waiver and that only for the time and to the extent therein stated. One or more waivers by DISTRICT or LIBRARY of any term of this Agreement shall not be construed as a waiver of a subsequent breach or default of the same covenant, term or condition.

15. Governing Law. This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Arizona. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. LIBRARY consents to the non-exclusive jurisdiction of courts situated in Yavapai County, Arizona, in any action arising under this Agreement.

16. Material Change in Law or Regulation. Any changes in the governing laws, rules, or regulations that do not materially affect the parties' obligations under this Agreement will apply but do not require an amendment. In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among the parties hereto, either party may propose amendments to this Agreement to bring this Agreement into conformity with such laws. If DISTRICT and LIBRARY are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either party may terminate this Agreement upon written notice to the other party.

17. Severability/Unenforceable Provisions. In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.

18. Alternative Dispute Resolution. In the event of any dispute, DISTRICT and LIBRARY will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

19. Waiver of Jury Trial. The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.

- 20. Legal Arizona Workers Act Compliance.** The Parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the “State and Federal Immigration Laws”). A breach of the foregoing warranty shall be deemed a material breach, and the parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.
- 21. Non-Discrimination.** The Parties shall comply with Arizona State Executive Order 2009-09, and 2023-01, 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, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the contract or subcontract.
- 22. Americans With Disabilities Act.** LIBRARY shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 23. Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including, but not limited to, environmental laws.
- 24. Written Certification Pursuant to A.R.S. § 35-393.01.** If either Party engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, each Party certifies to the other that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 25. Written Certification Pursuant to A.R.S. §35-394.** The Parties certify to each other that they do not currently, and agree for the duration of the agreement will not, use: 1) the forced labor of ethnic Uyghurs in the People’s Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If either Party becomes aware during the term of the agreement that the other Party is not in compliance with the written certification, that Party shall notify the non-compliant Party

within five business days after becoming aware of the noncompliance. If the non-compliant Party does not provide the notifying Party with a written certification that the non-compliant Party has remedied the noncompliance within 180 days after said notification of noncompliance, this Agreement terminates, except that if the Agreement termination date occurs before the end of the remedy period, the Agreement terminates on the Agreement termination date.

26. Parol Evidence. This Agreement is intended by the Parties as a final and complete expression of their Agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Agreement.

27. Entire Agreement. This Agreement and the Contract Documents contain the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Agreement supersedes and merges all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all Parties.

28. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each of the Parties may sign any number of copies of this Agreement. Each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

29. Legal Agreement. This Agreement is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this Agreement, each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.

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APPROVALS

Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this "Courier Delivery Services Agreement" between the Yavapai County Free Library District and _____ to be executed by their duly authorized officials in their official capacities with legal authority to do so, and have affixed their signatures to this Agreement on the date(s) written below.

DISTRICT: Yavapai County Free Library District

Craig L. Brown, Chairman of the Yavapai
County Free Library District Board of Directors

Date: _____

ATTEST:

Jayme Rush, Clerk of the Yavapai County
Free Library District Board of Directors

Date: _____

LIBRARY: The Town of Camp Verde, a municipal corporation by and through its
Camp Verde Community Library

Signature

Printed Name and Title

Date: _____

EXHIBIT A COURIER SCHEDULE AND ROUTES

EAST ROUTE – MONDAYS, WEDNESDAYS, AND FRIDAYS (except for Yavapai County holidays)

Library District to	Prescott Valley Public Library (& PVA2) 7410 E Civic Circle, Prescott Valley
Prescott Valley to	Cottonwood Public Library (MUHS too) 100 S 6th Street, Cottonwood
Cottonwood to	Sedona Public Library 3250 White Bear Road, Sedona
Sedona to	SPL in the Village of Oak Creek 25 W. Saddlehorn Rd, Sedona
Village of Oak Creek to	[Mondays only] Beaver Creek Library @ Beaver Creek School 4810 E. Beaver Creek Road, Rimrock
Beaver to	Camp Verde Community Library (CVUSD & CVLAB too) 130 Black Bridge Loop Road, Camp Verde
Camp Verde to	Library District 1971 Commerce Center Circle, Prescott

EAST ROUTE PLUS CORRIDOR – TUESDAYS AND THURSDAYS (except for Yavapai County holidays)

Library District to	Prescott Valley Public Library (& PVA2) 7410 E Civic Circle, Prescott Valley
Prescott Valley to	Clark Memorial Library (Jerome too) 39 N Ninth Street, Clarkdale
Clarkdale to	Cottonwood Public Library (MUHS too) 100 S 6th Street, Cottonwood
Cottonwood to	Sedona Public Library 3250 White Bear Road, Sedona
Sedona to	Sedona/Village of Oak Creek Library 25 W. Saddlehorn Rd, Sedona

Village of Oak Creek to	[Thursdays only] Beaver Creek Library @ Beaver Creek School 4810 E. Beaver Creek Road, Rimrock
Beaver Creek to	Camp Verde Community Library (includes CVUSD and CVLAB) 130 Black Bridge Loop Road, Camp Verde
Camp Verde to	Black Canyon City Community Library 34701 S Old Black Canyon Hwy, Black Canyon City
Black Canyon City to	Cordes Lakes Public Library 15989 S Cordes Lakes Drive, Cordes Lakes
Cordes Lakes to	Spring Valley Public Library 17300 E Mule Deer Drive, Spring Valley
Spring Valley to	Mayer Public Library (includes MES) 10004 Wicks Avenue, Mayer
Mayer to	Dewey-Humboldt Public Library 2735 S Corral Street, Dewey-Humboldt
Dewey-Humboldt to	[HUSD Second Run on Tuesdays] Library District

WEST ROUTE – WEDNESDAYS AND FRIDAYS (except for Yavapai County holidays)

Library District to	Paulden Public Library 16 W Big Chino Road, Paulden
Paulden to	Ash Fork Public Library 450 W Lewis Avenue, Ash Fork
Ash Fork to	Seligman Public Library 54170 N Floyd Street, Seligman
Seligman to	Bagdad Public Library 700 Palo Verde #C, Bagdad
Bagdad to	Congress Public Library 26750 Santa Fe Road, Congress
Congress to	Yarnell Public Library 22278 South Highway 89, Yarnell
Yarnell to	Wilhoit Public Library 9325 Donegal Drive, Suite B, Wilhoit

HUMBOLDT UNIFIED SCHOOL DISTRICT FIRST RUN - MONDAYS (except for Yavapai County holidays)

Library District to	Coyote Springs Elementary 6625 N. Cattletrack Road, Prescott Valley
Coyote Springs to	Mountain View Elementary 8601 E. Loos Drive, Prescott Valley
Mountain View to	Liberty Traditional School 3300 N. Lake Valley Road, Prescott Valley
Liberty Traditional to	Lake Valley Elementary 3900 N. Starlight Drive, Prescott Valley
Lake Valley to	Glassford Hill Middle School 6901 E. Panther Path, Prescott Valley
Glassford Hill to	Bradshaw Mountain High School 6000 E. Long Look Drive, Prescott Valley
Bradshaw Mountain H.S.	Granville Elementary 5250 Stover Drive, Prescott Valley
Granville Elementary to	Library District

HUMBOLDT UNIFIED SCHOOL DISTRICT SECOND RUN - TUESDAYS (except for Yavapai County holidays)

Dewey-Humboldt to	Humboldt Elementary School 2750 Corral Street, Humboldt
Humboldt Elementary to	Bradshaw Mountain Middle School 12255 E. Turquoise Circle, Dewey
Bradshaw Mountain M.S. to	Library District

EXHIBIT B COST DISTRIBUTION FORMULA

Costs will be determined utilizing several factors that are performance based. This method ensures fair distribution of costs. The factors, their description and their percentage of the total are as follows:

Factor	Weight	Running Total
Base Amount	25%	25%
Miles from Sorting Facility to Drop-off Library	25%	50%
Annual Transits	20%	70%
Weekly Runs	30%	100%

The percentages are applied to the overall cost of courier services.

An example application of the formula (values for factors are for demonstration of the formula only and are not based on actual values):

EXAMPLE COURIER COST DISTRIBUTION FORMULA (NOT BASED ON ACTUAL VALUES)									
Library	Base Amt	25%	Miles from start	25%	Transits (Borrowed)	20%	Runs	30%	Anticipated
Library 1	1	\$892.86	50	\$1,008.06	4000	\$145.93	2	\$468.75	\$2,515.60
Library 2	1	\$892.86	60	\$1,209.68	20000	\$729.66	6	\$1,406.25	\$4,238.45
Library 3	1	\$892.86	65	\$1,310.48	25000	\$912.08	5	\$1,171.88	\$4,287.29
Library 4	1	\$892.86	10	\$201.61	50000	\$1,824.15	6	\$1,406.25	\$4,324.87
Library 5	1	\$892.86	40	\$806.45	8000	\$291.86	6	\$1,406.25	\$3,397.42
Library 6	1	\$892.86	40	\$806.45	30000	\$1,094.49	6	\$1,406.25	\$4,200.05
Library 7	1	\$892.86	45	\$907.26	50	\$1.82	1	\$234.38	\$2,036.31
Total	7	\$6,250.00	310	\$6,250.00	137050	\$5,000.00	32	\$7,500.00	\$25,000.00

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Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: April 3, 2024

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

Requesting Department: Utilities Department

Staff Resource/Contact Person: Jeff Low

Agenda Title (be exact): Approval of Resolution 2024-1138, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving and authorizing the submittal of the application for designation of adequate water supply to the Arizona Department of Water Resources, Office of Assured and Adequate Water Supply, and authorizing the Mayor to execute this resolution, authorizing the submittal of the application and declaring an emergency exist.

List Attached Documents: Resolution 2024-1138

Estimated Presentation Time: 0 Minutes

Estimated Discussion Time: 0 Minutes

Reviews Completed by:

- ☒ Department Head: Jeff Low
 ☒ Town Attorney Comments: Trish Stuhan

Finance Review: ☒ Budgeted ☐ Unbudgeted ☐ N/A

Finance Director Comments/Fund: Water Enterprise Fund.

Fiscal Impact: None

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

Comments:

Background Information:

Town staff received a notification email on November 17, 2023 from the Arizona Department of Water Resources that a Modification of the Designation of Adequate Water Supply is needed. An adequate water supply modification is needed once every 10 years. The Water Companies previous modification was completed on October 6, 2016. The committed demand from the current modification is 622.20 acre feet per year. The Town pumps 792 acre feet in 2022, so an increase in the modification is required. The fee to initiate the Modification with ADWR is \$2000 and the process to complete the modification will take several years. The approved resolution just starts the process.

A CIP project has been created for FY25, ADWR Adequate Water Supply Study. The study will utilize data provide from our Water Master Plan, but will require groundwater modeling of the areas aquifer.

Recommended Action (Motion): No Action Needed

Instructions to the Clerk:



Resolution No. 2024-1138

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING AND AUTHORIZING THE SUBMITTAL OF THE APPLICATION FOR DESIGNATION OF ADEQUATE WATER SUPPLY TO THE ARIZONA DEPARTMENT OF WATER RESOURCES, OFFICE OF ASSURED AND ADEQUATE WATER SUPPLY, AND AUTHORIZING THE MAYOR TO EXECUTE THIS RESOLUTION, AUTHORIZING THE SUBMITTAL OF THE APPLICATION AND DECLARING AN EMERGENCY TO EXIST.

WHEREAS, the Town is empowered, pursuant to A.R.S. Section 9-240(B)(6), to provide the town with water, to construct public wells, cisterns and reservoirs in the streets and other public and private places within the town, or beyond the limits thereof, and to supply same with pumps and conducting pipes and ditches; and

WHEREAS, the Town conducted a Study to determine whether the Town had an adequate water supply as required for Designation of Adequate Water Supply by ADWR; and

WHEREAS, the Town is required to submit an Application to ADWR, Office of Assured and Adequate Water Supply, for designation of the Town's Adequate Water Supply and to pay the application fee; and

WHEREAS, the Town is ready to submit the Application to ADWR and has determined that adequate water supply does exist based on the Water Adequacy Study and has determined that submittal of the ADWR Application is in the best interests of the Town and its residents; and

WHEREAS, the Town of Camp Verde, Yavapai County, Arizona, desires to have this resolution presented at its next Council meeting to approve and authorize the submittal of the Application; and

WHEREAS, it is necessary for the preservation of the peace, health, and safety of the Town of Camp Verde, Yavapai County, Arizona, that an emergency be declared to exist, and that this Resolution shall be effective immediately upon its passage and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AS FOLLOWS:

Section 1: That the approval and authorization to submit the ADWR Application as described above is in the best interest of the Town of Camp Verde and the citizens it serves.

Section 2: That the Town formally approves and authorizes the Town Manager to submit the ADWR Application and the applicable fee thereto.

Section 3: That the immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety, an emergency is hereby declared to exist, and this Resolution shall be in full force and effect from and after its passage by the Town of Camp Verde, Yavapai County, Arizona.

Section 4: That the Mayor is authorized and empowered to execute this Resolution and the Town Manager is authorized and directed to sign and to submit the ADWR Application.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Camp Verde, Arizona on this Day of April 3, 2024.

Dee Jenkins, Mayor

ATTEST:

APPROVED AS TO FORM:

Virginia Jones, Deputy Town Clerk

Trish Stuhan, Town Attorney

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PROCLAMATION

Stand With Me, Be Drug Free Week Proclamation by the Town of Camp Verde

WHEREAS, MATFORCE has proclaimed April 15 – 20, 2024 to be Stand with Me, Be Drug Free Week; and

WHEREAS, the Town of Camp Verde: embraces a vision of a healthy, vibrant, and strong community for children, youth, families and people of all ages; and celebrates the fact that a majority of people do not abuse drugs and alcohol.

WHEREAS, the Town of Camp Verde: recognizes that youth prevention is essential based on the fact that 9 of 10 people who struggle with substance use disorders began using substances as a teenager.

WHEREAS, knowing that families are adversely affected by illegal drug use, including work problems, legal problems, mental health problems, physical illness, addiction, accidents, accidental death, economic loss, child abuse, destruction of families, driving while impaired, and crimes against persons and property; and

WHEREAS, the Town of Camp Verde: would like to commend and pay tribute to all of its citizens who choose to be free of illegal drug use; and

THEREFORE, the Mayor and Common Council of the Town of Camp Verde: proclaims April 15 – 20, 2024 to be Stand with Me, Be Drug Free Week, and encourages its citizens to participate in the celebration of a drug-free, healthy community by participating in the planned events, activities and displays.

Passed and approved by a majority vote of the Common Council at the Regular Session of April 3, 2024

Dee Jenkins, Mayor

Date

Attest:



PROCLAMATION

Designating April 07-13, 2024, as NATIONAL LIBRARY WEEK

WHEREAS, libraries offer the opportunity for everyone to connect with others, learn new skills, and pursue their passions, no matter where they are on life's journey;

WHEREAS, libraries have long served as trusted institutions, striving to ensure equitable access to information and services for all members of the community regardless of race, ethnicity, creed, ability, sexual orientation, gender identity, or socio-economic status;

WHEREAS, libraries adapt to the ever-changing needs of their communities, developing and expanding collections, programs, and services that are as diverse as the populations they serve;

WHEREAS, libraries are accessible and inclusive places that promote a sense of local connection, advancing understanding, civic engagement, and shared community goals;

WHEREAS, libraries play a pivotal role in economic development by providing resources and support for job seekers, entrepreneurs, and small businesses, thus contributing to local prosperity and growth;

WHEREAS, libraries make choices that are good for the environment and make sense economically, creating thriving communities for a better tomorrow;

WHEREAS, libraries are treasured institutions that preserve our collective heritage and knowledge, safeguarding both physical and digital resources for present and future generations;

WHEREAS, libraries are an essential public good and fundamental institutions in democratic societies, working to improve society, protect the right to education and literacy, and promote the free exchange of information and ideas for all;

WHEREAS, libraries, librarians, and library workers are joining library supporters and advocates across the nation to celebrate National Library Week;

NOW, THEREFORE, The Mayor and Common Council of the Town of Camp Verde encourage all residents to visit their library and celebrate the adventures and opportunities they unlock for us every day. Ready, Set, Library!

Passed and approved by a majority vote of the Common Council at the Regular Session of April 3, 2024.

Dee Jenkins, Mayor

Date

Attest:

Virginia Jones, Acting Town Clerk

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PROCLAMATION

**Designating April 21-27, 2024, as
NATIONAL VOLUNTEER WEEK**

WHEREAS, volunteers give their time to help others, contributing thousands of volunteer hours per year in our community;

WHEREAS, volunteering weaves us together, strengthening the fabric of our community by sharing our time, talent, and energy to support one another;

WHEREAS, volunteers in Camp Verde mentor our children, feed our hungry, comfort our lonely, beautify our town, contribute to our institutions, care for our elderly and fundraise for our charitable organizations;

WHEREAS, Camp Verde’s volunteers are young, old, families, workers, retirees, men and women of all ages and backgrounds;

WHEREAS, organizations in Camp Verde that rely on volunteers include fundamental organizations such as the Library, the Adult Center, Fort Verde State Park, the Marshal's office, the Fire District, the Historical Society, Town Government, our schools and churches, our annual festivals, and more;

WHEREAS, the collective result of the work done by our town's volunteers is that Camp Verde is a more desirable place to live;

WHEREAS, National Volunteer Week is a time to celebrate and thank Camp Verde volunteers for their contributions in our community.

NOW, THEREFORE, The Mayor and Common Council of the Town of Camp Verde urge our fellow citizens to recognize the crucial role played by volunteers in our community. Thank a volunteer. Or, better yet, become one!

Passed and approved by a majority vote of the Common Council at the Regular Session of April 3, 2024.

Dee Jenkins, Mayor

Date

Attest:

Virginia Jones, Acting Town Clerk

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FAIR HOUSING PROCLAMATION

WHEREAS, The National Fair Housing Law of 1986, as amended by the Fair Housing Amendments Act of 1988 prohibits discrimination in housing and declares it a national policy to provide within constitutional limits, for fair housing in the United States; and

WHEREAS, the principle of Fair Housing is not only national law and national policy but a fundamental human concept and entitlement for all Americans; and

WHEREAS, April has traditionally been designated as Fair Housing Month in the United States;

NOW, THEREFORE, The Mayor and Common Council of the Town of Camp Verde do proclaim April as Fair Housing Month in The Town of Camp Verde and do hereby urge all citizens of this community to comply with the letter and spirit of the Fair Housing Law.

Signature Dee Jenkins _____ _____
Mayor

Signed this 3 day of April 2024

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Agenda Item Submission Form – Section I

Meeting Date: March 27, 2024

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

Requesting Department: Economic Development

Staff Resource/Contact Person: Molly Spangler

Agenda Title (be exact): Adopt a resolution of support to submit FY25 Congressionally Directed Spending Requests

List Attached Documents:

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 5 minutes

Reviews and comments Completed by:

- ☐ Town Manager: Gayle Mabery
- ☒ Department Head: Molly Spangler
- ☐ Town Attorney Comments:
- ☐ Risk Management:
- ☐ Finance Department
- ☐ Fiscal Impact:
- ☐ Budget Code: Mike Showers
- ☐ Amount Remaining:
- ☐ Comments:

Background Information:

Arizona congressmen are accepting Congressionally Directed Spending (CDS) requests for inclusion in the fiscal year 2025 (FY25) appropriations bills. For the FY24 appropriations funding, the Town was awarded \$2,000,000 for arsenic removal. Applications for FY25 requests are due March 29, 2024.

There’s no certainty regarding the amount of funding available or the Town’s chances of securing funding through these requests. It’s common to not receive any funds if we recently were awarded funds. It’s advised that the Town submit multiple requests for different funding amounts. The funding requests are in alignment with projects that have been previously funded through the CDS process in the state.

Many of the requests listed below are captured in FY25, F26, and future Capital Improvement (CIP) and department operational needs. These projects are identified needs. Town staff plans to submit the following requests:

Northbound 260 Sewer Project	\$ 5,000,000
Northbound 260 Production Well	\$ 3,225,000
Mongini Production Well	\$ 2,000,000
500,000 gallons Water Storage Tank	\$ 1,500,000
CVMO Replacement Vehicles **	\$ 230,000
Emergency Mobile Command Vehicle	\$ 165,000
Search and Rescue ATVs and Drone	\$ 100,000
Repeaters for Dispatch at Verde Lakes	\$ 70,000
Narcotics Dog and Evidence/Collection Software	<u>\$ 50,000</u>
	\$12,340,000

**This request is for the FY26 need that the CVMO's office will have. The timeline of these funds a variable because they are tied to the U.S. Congress passing a budget. While that can occur as early as October, it often happens in late winter like February or March. By the time the process and subsequent grant agreements are in place, the projects don't typically begin until late spring or summer of the following year.

Recommended Action (Motion): Approve Resolution of Support to submit FY25 C FY25 Congressionally Directed Spending Requests

Instructions to the Clerk:



RESOLUTION 2024 - 1137

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
APPROVING CONGRESSIONAL DIRECTED FUNDING REQUESTS**

WHEREAS, Arizona congressmen are accepting Congressionally Directed Spending (CDS) requests for inclusion in the fiscal year 2025 (FY25) appropriations bills; and

WHEREAS, the Town of Camp Verde staff will submit the following nine CDS requests totaling \$12,340,000 for the consideration of funding: Northbound 260 Sewer Project for \$5,000,000, Northbound 260 Production Well for \$3,225,000, Mongini Production Well for \$2,000,000, 500,000 gallons Water Storage Tank for \$1,500,000, Camp Verde Marshal's Office (CVMO) Replacement Vehicles for \$230,000, Emergency Mobile Command Vehicle for \$165,000, Search and Rescue ATVs and Drone for \$100,000, Repeaters for Dispatch at Verde Lakes for \$70,000, and Narcotics Dog and Evidence/Collection Software for \$50,000; and

WHEREAS, the Mayor and Common Council of Town of Camp Verde acknowledge that the Northbound 260 Sewer, Northbound 260 Production Well, Mongini Production Well, and 500,000 gallons Water Storage Tank projects will improve and sustain the Town's water quality, water access, protect the watershed, eliminate septic systems, and allow for much needed residential and business development; and

WHEREAS, the Mayor and Common Council of Town of Camp Verde acknowledge that Camp Verde Marshal's Office (CVMO) Replacement Vehicles, Emergency Mobile Command Vehicle, Search and Rescue ATVs and Drone, Repeaters for Dispatch at Verde Lakes, and Narcotics Dog and Evidence/Collection Software projects will address critical emergency, rescue, safety, and communications needs to best serve the community;

NOW THEREFORE, the Mayor and Common Council of the Town of Camp Verde resolve to support the submission of CDS funding requests totaling \$12,340,000 for inclusion in the FY25 appropriations bills.

PASSED AND ADOPTED:

PASSED AND ADOPTED this 27th day of March 2024 by the Mayor and Common council of the Town of Camp Verde, Arizona.

ATTEST:

Dee Jenkins, Mayor

Virigina Jones, Acting Town Clerk

APPROVED AS TO FORM

Trish Stuhan-Town Attorney

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Agenda Item Submission Form – Section I

Meeting Date: April 3, 2024

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

Requesting Department: Public Works – Parks & Recreation

Staff Resource/Contact Person: Michael Marshall

Agenda Title (be exact): Discussion, consideration and possible direction in support of purchase and installation of a football scoreboard at Butler Park.

List Attached Documents: Proposal from Camp Verde Youth Football and Brady Custom Builders

Estimated Presentation Time: 15 minutes

Estimated Discussion Time: 15 minutes

Reviews and comments Completed by:

- ☐ Town Manager: _____ ☐ Department Head: _____
☐ Town Attorney Comments: _____
☐ Risk Management: _____
☐ Finance Department
Fiscal Impact: _____
Budget Code: _____ **Amount Remaining:** _____
Comments: _____

Background Information: Butler Football field does not currently have a scoreboard which prevents Camp Verde Youth Football (CVYF) from playing scheduled season games there. CVYF is proposing to make Butler their home field and needs the addition of a scoreboard. They are donating labor and are willing to work on fundraising and are requesting authorization and assistance from the Town. The group previously presented to the Parks & Recreation Commission who voted to approve and support the request.

Recommended Action (Motion): Authorize Camp Verde Youth Football to proceed with fundraising and plans to acquire and install the football scoreboard at Butler Football field and direct Town staff to support and coordinate that effort with up to \$x amount in P&R CIP funds.

Instructions to the Clerk: None.



(928)710-8731

1825 S. Quarterhorse Ln.

Camp Verde, AZ 86322

www.bradycustombuilders.com

Licensed, Bonded, and Insured.

Roc# 325575

This Statement of Work (SOW) is issued in Agreement between the client and Brady Custom Builders LLC. Any terms not otherwise defined herein shall be issued in writing with a date that follows the original signing date of this contract. This agreement / contract shall supersede any previously dated agreements in regards to this project.

Date of Contract: 03/04/2024 This proposal expires in 30 days unless signed.

Due to our national inflation, and problem with supply shortages. This material is based on pricing local suppliers, if material inflates more than 10% from this date then that price changes may be passed on to the customer.

**Town of Camp Verde
Butler Park Improvements
Camp Verde AZ 86322**

Scope of Work: Scoreboard Install

Footings and Scoreboard Posts:

This is material cost only. All labor will be donated by Brady Custom Builders LLC and TLL Electric LLC. Two footings will be dug at the scoreboard location after we have gotten approval from Camp Verde Maintenance, and Blue Stake. Footings holes will be 5' deep by 24" wide. Concrete footings will be poured with 3000 psi concrete 4' deep to allow 12" of ground cover for no tripping or safety hazard. Posts will be 6"x6"x14' in 1/4" steel square posts. Posts will be installed to the footing with a 1/4" flat stock plate welded to the post and fastened with 4- 1/2"x10" anchor bolts.

Material Only Cost: \$600

Wire Feed, and Connection:

All electrical labor will be donated by TLL Electric LLC. Price is material only: New electrical trench will be dug along the fence line without damaging any hard scape or concrete. New hole penetration through the block wall on the electrical room underneath the announcers stand at Butler Park. New 1" conduit will be installed from the Camp Verde approved panel to the scoreboard location. Wire requirement is 10 AWG wire to run 20 amp 120v AC circuit to run the scoreboard. Wire and Conduit run approx 200 linear feet.

Material Only Cost: \$950

Scoreboard:

This cost is for material only. This is material cost only. All labor will be donated by Brady Custom Builders LLC and TLL Electric LLC. New 8'x5' LED Football / Soccer- Model: Varsity 7450. Unit is maroon in color to match our Camp Verde Coyotes program colors. Scoreboard includes a wireless remote to operate the scoreboard. Remote will be stored in accordance with Camp Verde Parks and Rec.

Cost: \$6,115

All Labor, equipment, and permit work will be donated by Brady Custom Builders LLC, and TLL Electric LLC. Cost for permit will be the responsibility of the Town of Camp Verde as this is community owned property by the Town of Camp Verde.

Cost: 7,665.00

Estimated donated amount for: Labor, Equipment, Plans, and Permitting. Cost Donated: \$6,200

Draw Schedule:

Total due upon signing of this contract as this is just a material cost bid.

Upon completion of this Performance Period, Contractor and Client will have the option to renew this agreement for an additional then-stated number of hours at the then-current hourly rate for those resources identified. Payments for services invoiced that are not received within 15-days from the date of invoice will be subject to a 15% late charge. Payment can be made via cash, check, zelle, paypal or any major credit card. Any Credit card, and paypal transaction will be subject to a 3% added fee.

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- 1)Contractor accomplishes the Contracted activities described within this SOW or
- 2) a mutually agreed upon stop or cancelation of the work is received in writing
 - All stop work or cancelations need to be received at least 14 days prior to the new agreed upon stop date.

No response from Client within 3-business days of project completion is deemed acceptance by the client and final payment must be submitted.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

Submitted by:_____ Date: 3/25/2024

Jeremy Brady, Owner - Brady Custom Builders

Client Signature: _____ Date: _____

Printed Name or Company _____

PURPOSE. PASSION. PURSUIT

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(866) 400-0424

Mon-Sat: 7am-6pm PST

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Football Equipment

Varsity Scoreboards 7450 Football Scoreboard

Our Process



**Comes with
Wireless Remote
Control**



SAVE WITH FREE SHIPPING ON ALL ORDERS OVER \$100 OFFER EXPIRES SOON!

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Varsity Scoreboards 7450 Football Scoreboard

☆☆☆☆ No Reviews

Sale Price:

\$5,005.00

— + Tax

✓ Best Price Guarantee!

✓ Financing Options Available

✓ FREE & FAST Shipping!

✓ No Sales Tax for nearly all states

✓ Questions? We Love To Chat (866) 400-0424

+ soccer conversion kit

Total - \$6,115

Scoreboard Color Options

MAROON

Quantity

— 1 +

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Description

Varsity Scoreboards 7450 Football Scoreboard

- 15" & 9" super-bright 100,000 hour rated LED numerals standard.
- 22 gauge galvanized steel cabinet with powder-coat finish - strongest cabinet with the best finish in the industry!
- LED digit protective shields included.
- Great for single to small football programs.

- Size: 8' x 5' x 8"
- Loud outdoor horn included.
- Soccer conversion kit is optional.

STANDARD COLORS

Blue Green Purple Red Maroon Navy Black Gray Light Blue Orange Brown

SPECIFICATIONS

- Dimensions: 8' x 5' x 8"
- Weight: 275 lbs.
- Digit Sizes: 15", 2" dots
- Electrical: 20-amp, 120-volt, 60-hertz, grounded AC circuit

Shipping

Returns

Ordering

Why Shop With Us

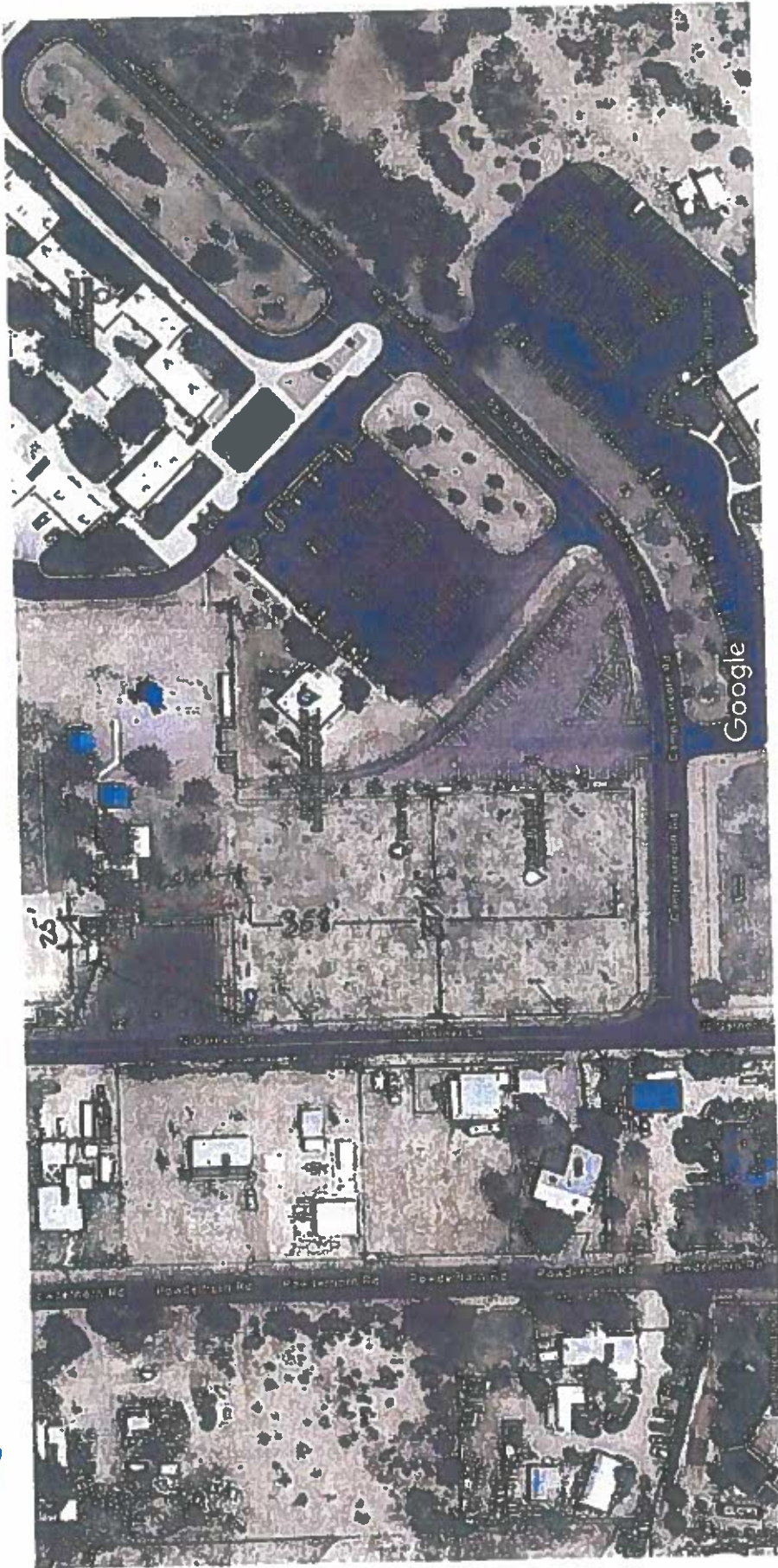
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Reviews

Description	Shipping	Returns	Ordering	Why Shop With Us	Best Price Guarantee
Reviews					

Varsity Scoreboards 7450 Football Scoreboard

- 15" & 9" super-bright 100,000 hour rated LED numerals standard.
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- 5-YEAR LIMITED WARRANTY
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Imagery ©2024 CNES / Airbus, Maxar Technologies, Map data ©2024 Google 50 ft

Fence to Back of Goal Post 20'
Fence to Scoreboard post 10'

o : Scoreboard Location

--- : HPS - Power Feed

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Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: April 3, 2024

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

Requesting Department: Utilities Department

Staff Resource/Contact Person: Jeff Low

Agenda Title (be exact): Town of Camp Verde Area Drainage Master Study.

List Attached Documents: PowerPoint and Computer Presentation

Estimated Presentation Time: 25 Minutes

Estimated Discussion Time: 15 Minutes

Reviews Completed by:

- ☒ Department Head: Jeff Low ☐ Town Attorney Comments: N/A

Finance Review: ☐ Budgeted ☐ Unbudgeted ☐ N/A

Finance Director Comments/Fund: Funding is reimbursable from the Yavapai County Flood Control District IGA.

Fiscal Impact: None

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

Comments:

Background Information:

Town Council awarded Contract 23-141 to Wilson & Company on March 1, 2023, for the Town of Camp Verde Area Drainage Master Study.

Presentation by Jeff Low, Utilities Director, Brian Schalk, Project Engineer and Corbin Bendel, EIT, Wilson & Company. The presentation will highlight stormwater GIS data, the 2-Dimensional Town-Wide Flood Study results, results of the public meeting, and the 5-year Storm Water Management Master Plan recommendations for future stormwater and flood control projects.

A link to the final report is located on the Town Website:

<https://www.campverde.az.gov/departments/utilities/resources-information>

Recommended Action (Motion): No Action Needed

Instructions to the Clerk: