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**AGENDA
TOWN OF CAMP VERDE
SPECIAL SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, JULY 11, 2018 at 6:30 P.M.**

If you want to speak ON ANY ITEM 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. Council Members Jackie Baker, Buck Buchanan, Dee Jenkins, Brad Gordon, Robin Whatley; Vice Mayor Jessie Murdock; and Mayor Charles German.

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.

Page

a) Approval of the Minutes:

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1) Special Session – June 20, 2018

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2) Regular Session – June 20, 2018

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3) Council Hears P&Z Matters – June 27, 2018

b) Set Next Meeting, Date and Time:

1) Wednesday, July 25, 2018 at 6:30 p.m. – Council Hears P&Z Matters – CANCELLED

2) Wednesday, August 1, 2018 at 6:30 p.m. - Regular Session

3) Wednesday, August 8, 2018 at 5:30 p.m. – Work Session

4) Wednesday, August 15, 2018 at 6:30 p.m. – Regular Session

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c) Authorization for the signature and submittal of the attached Intergovernmental Agreement (IGA) for the Fiscal year 2018-2019 Financial Contribution from the Yavapai County Flood Control District to the Town of Camp Verde for Flood Control Improvements. [Staff Resource: Troy Odell]

5. Special Announcements and presentations.

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5.1. Second Quarter 2018 Report (April – June 2018) from the Planning & Zoning Commission. [BJ Davis to present report. Staff Resource: Melinda Lee]

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5.2. Second Quarter 2018 Report (April – June 2018) from the Board of Adjustment and Appeals. [BJ Davis to present report. Staff Resource: Melinda Lee]

6. 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 A.R.S. §38-431.01(H))

Page **7. Business. Legal action can be taken.**

31 **7.1. Discussion, consideration and possible approval of a contract with Taurus Technology Investment Partners, Inc.(MerIT) for professional services for the Information Technology (IT) services.** [Staff Resource: Russ Martin]

41 **7.2. Discussion, consideration and possible approval of a contract with Southwestern Environmental Services (SEC) for professional engineering services for design of the expanded lift station serving property north of I-17 along Highway 260.** (Staff Resource: Russ Martin, Troy Odell)

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

9. 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.

10. 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.

11. Adjournment

Posted by: _____ Date/Time: _____
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 at 928-554-0021
Agenda items may be taken out of order. Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - A. 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 A.R.S. §38-431.03(A)(2) and (A)(3), the Council may vote to go into Executive Session for the purpose 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. Camp Verde Council Meetings are recorded and may be viewed on the Camp Verde website. Pursuant to A.R.S. §1-602(A)(9), parents and legal guardians have the right to consent before the Town of Camp Verde makes a video or voice recording of a minor child. If you permit your child to participate in the Council Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request in advance to the Town Clerk that your child not be recorded.

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Support your local merchants.

MINUTES - DRAFT
SPECIAL SESSION - EXECUTIVE SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, JUNE 20, 2018 at 6:00 P.M.

1. **Call to Order.** The meeting was called to order at 6:00 p.m. Mayor German presided.
2. **Roll Call.** Council Members Jackie Baker, Buck Buchanan, Dee Jenkins, Vice Mayor Jessie Murdock, and Mayor Charles German were present. Councilor Robin Whatley and Brad Gordon were absent.

Also Present: Town Manager Russ Martin, Deputy Town Clerk Virginia Jones, Attorney Steve Wene (joined telephonically at 6:05), and Risk Manager Carol Brown.

3. **Pledge of Allegiance.** Led by Mayor German
4. **Business.** Legal action can be taken

4.1. Discussion with the Town Attorney(s) concerning a potential to purchase the Camp Verde Water Company, and possible action. The Council may, by majority vote, recess the special session, hold an executive session and then reconvene the special session for discussion and possible action on this item as covered under A.R.S. 38-431.03(A)(4), (7).

4.1.1. Recess into and hold an executive session pursuant to A.R.S. § 38-431.03(A)
(4) 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; **(7)** Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.

Councilmember Jackie Baker made a motion to go into Executive Session for agenda item 4.1.1 (pursuant to ARS 38-431.03(A) 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: (7) Discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property. Vice Mayor Murdock seconded the motion and it was approved by a unanimous (5-0) vote in favor.

Council recessed the Open Session and convened into Executive Session at 6:04 p.m.

4.1.2. Reconvene Open Session.

Council reconvened into Special Open Session at 6:28 p.m. (Note: Councilor Gordon joined Executive Session at 6:25 p.m.)

5. Adjournment.

With no objection, the meeting was adjourned at 6:30 p.m.

Charles German, Mayor

Judy Morgan, Town Clerk

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 Mayor and Common Council of the Town of Camp Verde, held on June 20, 2018. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2018.

Judy Morgan, Town Clerk

DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, JUNE 20, 2018 at 6:30 P.M.

1. Call to Order.

Mayor German called the meeting to order at 6:39 pm.

- 2. Roll Call.** Council Members Jackie Baker, Buck Buchanan, Dee Jenkins, Brad Gordon; Vice Mayor Jessie Murdock; and Mayor Charles German were present. Councilor Robin Whatley was absent.

Also Present: Town Manager Russ Martin, Deputy Clerk Virginia Jones, Commander Brian Armstrong, Finance Director Michael Showers, Public Works Director Ron Long, Risk Manager Carol Brown, Sergeant Tom Baizel, Public Works Analyst Dorie Blair and Recording Secretary Marie Moore were present.

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) Regular Session – June 6, 2018

b) Set Next Meeting, Date and Time:

- 1) Wednesday, June 27, 2018 at 6:30 p.m. – Council Hears P&Z Matters
2) Wednesday, July 4, 2018 at 6:30 p.m. - Regular Session – Meeting cancelled per Resolution 2018-994
3) Wednesday, July 11, 2018 at 5:30 p.m. – Work Session
4) Wednesday, July 18, 2018 at 6:00 p.m. – Special Budget Session
5) Wednesday, July 18, 2018 at 6:30 p.m. – Regular Session

- c) Possible approval of Intergovernmental Agreement for Elections Services with Yavapai County Board of Supervisors and Yavapai County Recorder.** [Staff Resource: Judy Morgan]

- d) Possible approval for Finance Director to close the Impact Fee Fund.** [Staff Resource: Michael Showers]

- e) Possible approval of Ordinance 2018-A435 an ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving submission of escrow papers to the title company for the purchase of .35 Acres (total) of real property located in Yavapai County and designated as Yavapai County Parcel Numbers/address/acreage: 404-28-**

007A/24 W. Finnie Flat Road/.26 Acres and 404-28-007B/250 S. Main Street/.9 Acres. [Staff Resource: Russ Martin, Carol Brown]

- f) **Community Development Block Grant (CDBG) Leverage Resolution 2018-1009, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, Committing Local Funds as Leverage for Fiscal Year 2019, Community Development Block Grant Application.** [Staff Resource: Deborah Ranney]
- g) **Possible award of Change Order in the amount of \$179,025, under Agreement #18-125, in order to facilitate the pond excavation and transport of the evacuated materials to the park site.** [Staff Resource: Ron Long]

Council requested pulling e) and g) from the consent agenda for discussion.

On a motion by Councilor Baker, seconded by Councilor Gordon, Council unanimously approved the Consent Agenda, with the exception of items e) and g).

Councilor Baker questioned the appraisal amount for the property pertaining to Item e). Town Manager Russ Martin indicated the appraisal was for the amount of \$240,000.

On agenda item g) Councilor Baker requested that Public Works Director Ron Long explain why the change order is taking place as well as the change amount on the change order from what is listed.

Ron Long provided a handout to Council and audience, outlining the amounts of the three (3) lowest bids received for the park project. Ron Long explained that the pond excavation and hauling was not included in the original bid packet because the Town had yet to receive the necessary permits from the U.S. Forest Service and State Trust Land for the excavation. Long also explained that the cost amount of the excavation has been finalized at \$172,725.00 which still keeps the lowest bid below the 2nd lowest bid received. Long explained that with the approval from Council, construction on the project can continue without delay. Long addressed the dust abatement issue and explained that other than the remaining 35,000 cubic yards for the pond, the bulk of hauling material is complete, which will drastically reduce the dust issues. The excavation will create a necessary retention pond that will also double as a public fishing pond for the community when the project is complete.

Councilor Gordon expressed his support for the approval and pointed out that if the Town would have allowed for an outside bid, they would have incurred a large cost to have the current contractor move his equipment in and out of the job. Long also explained that with the additional cost that would bring, there is also a time delay of 30-60 days with a normal bid process.

Councilor Baker questioned the status of the permits for the pond excavation. Long indicated that the Town has a temporary permit from the U.S. Forest Service which is allowing them to move forward but are currently waiting on the final permit as well as the State Trust Permit.

Mayor German asked for clarification of the square footage the permits cover. Long explained that the permits are for approximately 3000 sq. feet and include easement rights to haul equipment in and out.

Councilor Buchanan questioned if there will be additional anticipated change orders in the future. Long explained that there will be one for approximately \$15,000 which covers the cost of additional aggregate materials and the cost incurred for stopping work on the project but otherwise does not anticipate anything further at this time.

On a motion by Councilor Baker, seconded by Vice Mayor Murdock, Council unanimously approved Consent Agenda items e) and g).

5. Special Announcements and presentations.

5.1. Promotional ceremony and badge presentation for the promotion of Tom Baizel to the position of Sergeant with the Marshal's Office. [Staff Resource: Brian Armstrong]

Commander Armstrong spoke of Deputy Baizel's dedication to the Town for the past 11 years, many qualifications, accreditations and accomplishments. Tom Baizel was sworn in as Sergeant with the Marshal's Office by Commander Armstrong with the pinning completed by wife Kate Baizel.

Mayor German called a recess of the meeting at 7:02 pm for the opportunity to congratulate Sergeant Baizel on his promotion and to partake in celebratory cupcakes.

The meeting reconvened at 7:10 pm.

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

Ron Losczyk expressed his grievance toward the increase in the sewer rate and asked Council to consider other ways of increasing revenue. Losczyk indicated that his bill has increased 71%.

Tim Wiggle made recommendations to Council regarding recycling options and suggested the Town adopt an ordinance regarding a preferred provider for trash removal that includes recycling.

Rob Witt indicated his desire for the public to have an opportunity to meet and speak with all candidates for the upcoming Council election. Mr. Witt is hosting a forum and provided all the candidates with invitations to attend, explaining there will be a question and answer forum and the candidates will have notice of the questions prior to coming so they have time to prepare.

Howard Parrish spoke of his past job experience and indicated that if a job is done well, then there is not a need for a job contract.

7. Business. Legal action can be taken.

7.1. Discussion and possible approval of the Town of Camp Verde Fiscal Year 2019 Proposed Tentative Budget. [Staff Resource: Michael Showers]

Finance Director Michael Showers explained to Council that although the budget is large compared to past budgets, there are a lot of grants and large projects to take into consideration and it does show that the Town is moving forward as the community has expressed a desire for. When approving a tentative budget, it locks in the maximum amount the Council may spend within the budget year, and

with that, limits the Council if they were to want to make a large purchase, should the opportunity present itself, such as a Municipal Water Company. It is recommended Council increase the budget by \$1.5 million dollars to account for the possible purchase. If the Town does not make the purchase, the money is not spent, but if the Town does not increase the budget at this time, it will not be available regardless. The estimated increase of \$1.5 million dollars will cover operations plus a level of capital and is anticipated to be more than enough should the need arise. Councilor Jenkins questioned where the revenue information was for review, Showers conceded that it was good information to have and would provide it to Council.

Public comment was taken on this item:

Carol German indicated that citizens have expressed serious concern regarding the Debt Service and Debt Ratio and expressed her concern to Council regarding the large budget.

Cheryl Wischmeyer questioned the increase in debt ratio from 34% in 2014 to 52% now and expressed that taxes have been raised 3 times in the past 10 years. Wischmeyer informed Council they cannot keep loaning and borrowing the Town into bankruptcy.

Jim Meredith expressed his concern toward the budget and indicated the Council is moving too fast. Meredith recommended the Council focus on one project at a time, put Main Street back together and get businesses in the community to increase revenue.

Vice Mayor Murdock asked Finance Director Michael Showers to explain the debt ratio situation as well as the credit rating of the Town. Michael Showers explained that the Town is not increasing its debt, all of the debt showed are past decisions of the Town and wants of the public. If the Town were to purchase a water company, this would also help with the charging rate for the Waste Water Treatment Plant. The current credit rating of the town is above standard.

Councilor Baker confirmed that the large debt ratio is due to the construction of the new park. Michael Showers indicated that is correct.

On a motion by Vice Mayor Murdock, seconded by Councilor Gordon, Council approved the Town of Camp Verde Fiscal Year 2019 Proposed Tentative Budget with the inclusion of \$1.5 million dollars for the possible purchase of a water company. Councilor Baker opposed.

7.2. Presentation, discussion and possible action by Council on the contract offer to the Town Manager, Mr. Russ Martin. [Resource: Mayor German, Councilor Jenkins]

Mayor German explained to Council that although the contract is for five (5) years, it similar to a one (1) year contract with the options of termination and or opting out of the contract. The contract itself offers a sense of stability for the Town Manager and his family. A part of the contract includes the Town Manager receiving credentialing from the ICMA, International City/County Management Association, which will hold him accountable and benefit the Town.

Public comment was taken on this item.

Joe Butner spoke against the contract, explaining he doesn't feel it favors the Town, but only the Town Manager; spoke against the 5-year term of the contract, suggesting it binds future councils; parts of the contract are ambiguous with consequences for the Town.

Carol German spoke in favor of a contract for the Town Manager, but against the term due to binding future councils, suggesting a one- or two-year contract.

Jim Meredith was opposed to the length of the contract.

Cheryl Wischmeyer spoke against locking in a personnel contract for a length longer than council's term; questioned the DPS report (Marshal Gardner) and any action taken toward what was reported.

Ann Martin spoke on her husband's (Town Manager Martin) and family's commitment to the Town for the last 8 years; feels he has proven himself and supports a 5-year term contract.

Mayor German clarified that he and Councilor Jenkins thoroughly researched contracts in comparable communities and the outcome of the research is what is being presented. Council worked through and approved the template contract. The DPS report has been addressed and Human Resources policies are under review.

Councilor Baker expressed her opposition to the approval and stated that she requested the review of the DPS report on 2 occasions and felt she was denied both requests. Baker also indicated she was not in support of committing future councils to a five-year contract.

Mayor German responded to Ms. Baker's comments about being denied her requests, reminding her that her request(s) were followed-through on but due to her unforeseen family emergency she was unable to participate at the meeting.

On a motion by Council Gordon, seconded by Vice Mayor Murdock, Council approved the contract offer to the Town Manager, Mr. Russ Martin. Councilor Baker opposed.

7.3. Discussion, consideration and possible approval of a new Town of Camp Verde Waste Water (Sewer) Policy. [Staff Resources: Russ Martin, Troy Odell, Jerry Tinagero]

Town Manager Russ Martin explained that the Waste Water Policy is now updated and there are approximately 60 – 80 delinquent accounts which puts undue pressure on the revenue of the Department. The delinquent accounts have up-to-date liens placed on the properties and the new policy addresses the ability to terminate usage if a customer fails to pay. There will always be an option for paying a past due account and continuing with services, but prior to the policy change, it was unfair for those customers who do pay their bills while others who don't to continue to receive the same services.

Councilor Baker questioned what precisely has changed in the Policy. Russ Martin referred everyone to read the minutes which include the exact details but summarized the changes as eventual termination of services with associated charges, and a change if rate charges for RV's as well.

Councilor Gordon indicated that there was to be an 18-20% rate increase the first year and recommended anyone having a discrepancy with the rate increase to follow up with the department because if it is more, it is being incorrectly billed.

On a motion by Councilor Baker, seconded by Councilor Gordon, Council unanimously approved the new Town of Camp Verde Waste Water Policy.

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

None

9. Council Informational Reports.

Vice Mayor Murdock stated she was unable to attend the retirement party for Deb Ranney but did stop by and wished her a Happy Retirement and thanked her for her years of service.

Mayor German indicated that he attended the Water Legislation hearing.

10. Manager/Staff Report

Russ Martin conferred that the July 4th meeting was cancelled due to the holiday, but explained that he would not be available for the July 18th meeting due to a Manager Meeting he is attending. Russ Martin asked Council to consider moving the July 18th meeting to July 11th or August 1st so matters could be discussed while he is present. It was the consensus of Council to move the "Regular" July 18, 2018 as a "Special Meeting" to July 11, 2018, cancelling the July 11th Work Session and July 18th Regular meeting.

11. Adjournment

The meeting adjourned at 8:12 p.m.

Mayor Charles German

Attest: Town Clerk Judy Morgan

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 Council Meeting of the Town Council of Camp Verde, Arizona, held on June 20, 2018. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2018.

Judy Morgan, Town Clerk

DRAFT MINUTES
TOWN OF CAMP VERDE
COUNCIL HEARS PLANNING AND ZONING MATTERS
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, JUNE 27, 2018 at 6:30 P.M.

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

1. Call to Order

Mayor German called the meeting to order at 6:30 p.m.

2. Roll Call

Mayor Charles German, Vice Mayor Jessie Murdock, Councilor Dee Jenkins, Councilor Brad Gordon, Councilor Robin Whatley, Councilor Jackie Baker, and Councilor Buck Buchanan were present.

Also Present: Community Development Director Carmen Howard, Town Manager Russ Martin and Recording Secretary Jennifer Reed.

3. Pledge of Allegiance

Mayor German led the Pledge.

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

a) Approval of the Minutes:

1) Wednesday, June 13, 2018 – Work Session

b) Set Next Meeting, Date and Time:

1) Wednesday, July 4, 2018 at 6:30 p.m. - Regular Session – Meeting Cancelled per Resolution 2018-994

2) Wednesday, July 11, 2018 at 5:30 p.m. – Work Session-Cancelled

3) Wednesday July 11, 2018 at 6:30 p.m. – Special Session

4) Wednesday, July 18, 2018 at 6:30 p.m. – Regular Session-Cancelled

5) Wednesday, July 25, 2018 at 6:30 p.m. – Council Hears P&Z Matters-Cancelled

Councilor Whatley asked to pull the minutes from June 13, 2018. She asked for a correction to page 9, ¾ of the way down replacing: “Councilor Whatley “She has asked for a meeting with our manager and Mayor, but that meeting hasn’t happened yet.”, with: “the meeting between the Manager, Mayor and Yavapai College hasn’t happened yet.”

Motion made by Councilor Whatley to approve the consent agenda with correction. Second was made by Councilor Baker. Motion carried unanimously.

5. Special Announcements and presentations.

None

6. Call to the Public for items not on the Agenda.

None

7. Business - Council Hears P&Z Matters. Legal action can be taken.

7.1. Ordinance 2018-A436, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, amending the Town of Camp Verde Planning & Zoning Ordinance Section 303, Home Occupations, to remove the regulations for Vacation Rental/Short Term Rental. [Staff Resource: Carmen Howard]

Community Development Director Carmen Howard stated that in November 2017 she presented an ordinance amendment asking to add in the code, "to require short-term vacation rentals to apply for a business license." She is now recommending pulling this section of code due to an Attorney General decision regarding this issue.

Ms. Howard spoke on a recent public meeting regarding short term rentals and vacation rentals that Sebra Choi of the Economic Development Department coordinated.

Mayor German said this was a topic at a recent meeting of the Greater Arizona Mayors Association. They are planning on approaching the League with a resolution.

Motion made by Councilor Gordon to recommend approval of a Text Amendment to the Town of Camp Verde Planning & Zoning Ordinance amending Section 303, Home Occupations, as presented. Second was made by Councilor Baker. Motion passed unanimously.

7.2. Resolution 2018-1005, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, for a request by Tonya Wiertzema of Nashwa Farms, for Use Permit 2018-0112 to allow for Agri-Tourism in a R-R (residential-rural) Zoning District for the purpose of an Event Ranch on an approximately 60-acre parcel, APN 403-13-002A, located at 3500 W Mahoney Rd. [Staff Resource: Carmen Howard].

Community Development Director Carmen Howard is providing the Council with a request for an Agri-Tourism Use Permit. This goes along with the General Plan and will maintain Camp Verde's Agricultural Heritage. Ms. Howard stated that staff feels this is a good use for this particular parcel. She reminded Council that a Use Permit is a "permission". The 60-acre piece of property is set up really well for equine events. The applicant has held the required Neighbor Meetings, and has mitigated any concerns. Through this process Ms. Howard discovered that Mahoney Road is not a town road, but rather a private road. She showed a PowerPoint presentation showing the parcel on a map, and how the property is set up. Ms. Howard stated the Planning and Zoning Commission did a site visit and has unanimously recommended this use permit to the Council. The only stipulation that is required before approval is the need to complete the building permit. She feels that any other issue would be covered in the Town Code.

Councilor Buchanan is concerned about the road maintenance, traffic on the road, and any traffic incidents that may happen out there. Ms. Howard stated the property owners will have to deal with road issues if that comes up. Ms. Howard stated that emergency services would deal with incidents on the road. The applicant is only asking for

permission for the use. If continuing problems/issues the Town could pull the use-permit.

Councilor Gordon asked about lighting and dust/road grading issues. Ms. Howard stated that with the Use Permit, they must be in compliance with the Town Code on lighting. The property owner also has their own water truck and grading equipment. The property owners are not opposed to doing maintenance on the road to help maintain it.

Property Owner Tonya Wiertzema stated they have been maintaining the road all this time but bringing in material would help as well.

Councilor Whatley spoke on the number of meetings recently regarding rodeos. It sounds like they are building a facility that the community is wanting to use. Tonya Wiertzema stated they have had strong support from neighbors.

Public comment was taken.

Trudy Chapman-Radley spoke on her history with the family and their rodeo history; her involvement in therapeutic riding and the Wiertzemas' willingness to open their facility to help her. Ms. Chapman-Radley feels this will be good for the community and is looking forward to it.

Councilor Baker asked about past events that have been held there. Ms. Wiertzema stated they opened about 2 years ago with Verde Days, have had a fundraiser for Horses with Heart and one barrel-race. They are currently working with the Sheriff's Posse, providing them a place to practice. Councilor Baker spoke in support of the use. Ms. Wiertzema stated she was also approached by Yavapai College to hold the Equestrian Program there.

Councilor Buchanan spoke on his wanting to clarify the road maintenance, wanting clarification from the town. What he understands now is that it's on the property owners. He spoke in support of the use and appreciates what they are doing.

Mayor German offered pre-planning advice. He suggested that they have access numbers available for Emergency Medical Services (EMS), and the Marshals Office.

Motion by Councilor Baker to recommend approval of Resolution #2018-1005 for NASHWA Farms Agri-Tourism Use Permit #2018-0112. Second was made by Councilor Gordon. Motion passed unanimously.

7.3. Resolution 2018-998, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving a Development Agreement between the Town of Camp Verde and Red Moon Development and Construction, Inc., an Arizona Corporation, in order to provide for development of certain real property on approximately 60 acres, generally located north of State Route 260 and west of Interstate 17 within the corporate limits of the Town of Camp Verde. [Staff Resource: Carmen Howard]

Community Development Director Carmen Howard stated this is a Development Agreement that goes along with the Recreational Vehicle (RV) Park. The Development Plan will be next. She supports the agreement, as a good one.

Councilor Gordon wanted to commend Ms. Howard for this Development Agreement.

He wanted to point out Section 2.3. showing Surface Water being severed and being given to the Town. This will help getting water rights in the future.

Councilor Baker stated regarding the Water Rights, the Severe and Transfer was addressed years back stating that this would happen with new developments and the Town would do Water Banking.

Krishan Ginige with SEC (Southwest Environmental Consultants) was available for questions.

Councilor Baker asked if ADOT (Arizona Department of Transportation) is trying to move rapidly, to get access to the property, and inquired if they will begin soon. Mr. Ginige responded affirmatively, stating the final construction plans will be ready in a couple weeks.

Motion by Councilor Gordon to approve Resolution 2018-998. A resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, for a Development Agreement between the Town of Camp Verde and Red Moon Development and Construction, Inc., an Arizona Corporation, in order to provide for development of certain real property on approximately 60 acres, generally located north of State Route 260 and west of Interstate 17 within the corporate limits of the Town of Camp Verde. Second was made by Councilor Baker. Motion passed unanimously.

7.4. Approval of a Final Development Plan submitted by Red Moon Development for an RV Park, located on approximately 65 acres just northwest of the Interchange for Interstate 17 and State Route 260. [Staff Resource: Carmen Howard]

Community Development Director Carmen Howard explained this is the first Development Plan through the new PAD (Planned Area Development) Process. She showed a PowerPoint presentation showing a site plan of the property. She reviewed the amenities of the property, including landscaping plans, the oversized RV spaces, signage and lighting.

Councilor Gordon asked of the Fire Department's involvement. Ms. Howard replied, they have been involved, the streets are 15-ft wide, which is plenty wide for a fire truck one way.

Vice Mayor Murdock stated this will be a beautiful facility once it's completed. It has been developed nicely and appreciates the attention to detail.

Krishan Ginige with SEC (Southwest Environmental Consultants) was available for questions.

Councilor Baker asked if this is a membership resort. Krishan Ginige said it is not a membership resort, it will be available for public use.

Vice Mayor Murdock asked about the convenience store-onsite store. Mr. Ginige stated it is for the basic needs. Items will be available for park residents. The idea is not to highlight the store but to facilitate guests of the park.

Motion by Councilor Baker to recommend approval of an application for a Final Development Plan as requested by Red Moon Development. The property is located

just northwest of the Interchange for Interstate 17 and State Route 260. Second was made by Councilor Jenkins. Motion passed unanimously.

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

None

9. Council Informational Reports.

Councilor Whatley attended a library event recognizing the GED (General Equivalency Diploma) Program (30-years). They highlighted the founding members. They have had numerous graduates and gave them kudos for continuing the program.

Vice Mayor Murdock attended the public meeting for community members who are interested in the arena & rodeo grounds.

Councilor Gordon attended Coffee with a Cop. They reviewed the Marshal situation.

Councilor Baker attended Coffee with a Cop.

Mayor German said the Town has obtained the temporary access permit with the Forest Service for work on the park, and are in process for obtaining a permit with the State Land Trust.

10. Manager/Staff Report.

Ms. Howard wanted to thank Sebra for the good information she provided at the Vacation Rental Meeting.

Town Manager Russ Martin wanted to remind members that the July 11th meeting is the only meeting in July, there is no meeting next week.

11. Adjournment

Mayor adjourned the meeting at 7:30 p.m.

Mayor Charles German

Attest: Town Clerk Judy Morgan

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Council Hears Planning and Zoning Matters of the Town Council of Camp Verde, Arizona, held on June 27, 2018. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2018.

Judy Morgan, Town Clerk

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Agenda Item Submission Form – Section I

Meeting Date: 7-11-2018

- 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

Agenda Title (be exact): Authorization for the signature and submittal of the attached Intergovernmental Agreement for the Fiscal year 2018-2019 Financial Contribution from the Yavapai County Flood Control District to the Town of Camp Verde for Flood Control Improvements.

List Attached Documents:

Estimated Presentation Time:

Estimated Discussion Time:

Reviews Completed by:

- Department Head: Troy Odell Town Attorney Comments:
- Finance Department

Fiscal Impact:

Budget Code: 06-410-46-432000 **Amount Remaining:** \$175,000.00

Comments: The amount of the IGA or budgeted Flood Control District Funds will include the 2017-2018 amount of \$100,000 (as roll-over) together with \$75,000 for FY 2018-2019 for an amount not to exceed \$175,000 for FY 2018-2019. These funds shall be utilized to effect improvements on Howards Road for drainage problems and for the North section of Verde Lakes Drive for roadside ditches and roadway cross-culverts to drain Verde Lakes Drive from State Route 260 downstream to Ward Ranch Gully.

Background Information: The Yavapai County Flood Control District has historically provided a financial contribution to the Town of Camp Verde for Flood Control Improvements annually via an Intergovernmental Agreement.

Recommended Action (Motion): Authorize Mayor and Clerk to sign and submit the Intergovernmental Agreement Document to Yavapai County Flood Control District.

Instructions to the Clerk:

INTERGOVERNMENTAL AGREEMENT

**BETWEEN
THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND
THE TOWN OF CAMP VERDE
FOR THE FISCAL YEAR 2018-2019 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 2018-2019 FINANCIAL CONTRIBUTION TO THE TOWN FOR FLOOD CONTROL IMPROVEMENTS (the "Agreement") is entered into, effective this 18th day of July, 2018, 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, and Howard's Road Drainage Improvements (hereinafter the "Project").
- L. The TOWN desires to receive DISTRICT Funds for the 2018-2019 fiscal year to be used for its Project.
- M. ~~The DISTRICT has budgeted Funds to support the Project in an amount not to exceed One-Hundred-Seventy-Five Thousand Dollars (\$175,000) for fiscal year 2018-2019 which begins on July 1, 2018.~~

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 2018-2019 shall not exceed One-Hundred-Seventy-Five Thousand Dollars (\$175,000).

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 2018-2019; 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 2018-2019.
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, 2019 (for work completed in fiscal year 2018-2019).
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 2018-2019 so long as TOWN's requests are received by the DISTRICT on or before July 31, 2019.

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 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

DETERMINATIONS OF COUNSEL
FOR THE
INTERGOVERNMENTAL AGREEMENT

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

FOR THE FISCAL YEAR 2018-2019 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.

 6/28/18

Attorney
Town of Camp Verde

Date

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
Flood Control District

Date

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**QUARTERLY REPORT
Planning and Zoning
Commission
April - June 2018**

Meeting Schedule: 6

April 5, 2018: CANCELLED

April 12, 2018:

Special Session & Public Hearing

Present: Helm, Blue, George, Hisrich, Norton, Vanlandingham

Absent: Davis

Meeting Discussion:

- a. Zoning Map Change from C2 to M1 for an automobile storage facility on Industrial Drive and Davidson Drive.
- b. Text Amendment to the Planning & Zoning Ordinance regarding siting for Medical Marijuana Cultivations Facilities and Dispensaries.

The following recommendations were made to Council:

Recommendation for approval of the request for the Zoning Map Change, as proposed.

Recommendation for approval of Text Amendments to the Planning & Zoning Ordinance as proposed.

May 3, 2018: CANCELLED

May 8, 2018:

Field Trip to Nashwa Farms

Present: Davis, Helm, Blue, Hisrich, George, Vanlandingham

Absent: Norton

Meeting Discussion: Summary of Agri-Tourism Use Permit criteria and the proposed management protocol from Nashwa Farms for their permit request. General inquiries from the Commission Members were clarified.

May 10, 2018:

Special Session & Public Hearing

Present: Davis, Helm, Blue, George, Vanlandingham, Norton

Absent: Hisrich

Meeting Discussion:

- a. Use Permit application for Agri-Tourism at Nashwa Farms, for an event facility at 3500 W. Mahoney Road.

The following recommendation was made to Council:

Recommendation of approval of the Use Permit application, as proposed.

June 7, 2018:

Regular Session & Public Hearing

Present: Davis, Helm, Blue, George, Norton

Absent: Hisrich, Vanlandingham

Meeting Discussion:

- a. Final Site Plan approval for C2-PAD to develop an RV Park on State Route 260 & Interstate 17.
- b. Use Permit application for Agri-Tourism at Nashwa Farms, requiring rehearing due to posting error, for an event facility at 3500 W. Mahoney Road.
- c. Text Amendment to the Planning & Zoning Ordinance regarding Vacation by Owner Rentals.

The following recommendations were made to Council:

Recommendation of approval of the Final Site Plan for the C2-PAD, as proposed.

Recommendation of approval of the Use Permit application, as proposed.

Recommendation of approval of the Text Amendment to the Planning & Zoning Ordinance, as proposed.

June 14, 2018: CANCELLED

There were no items tabled by the Commission.

**Quarterly Report
Board of Adjustments
April – June 2018**

Regular Meeting Schedule, as needed: 3

April 9, 2018 – CANCELLED

May 8, 2018 – CANCELLED

June 12, 2018 – CANCELLED

Special Session Meetings: 0

Work Sessions: 0

There were no applications approved.

There were no appeals denied.

There were no application denied.

There were no items discussed.

There were no items discussed in work sessions.

There were no presentations heard by the board.

There was no training.

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Agenda Item 7.1.



Town of Camp Verde

Meeting Date: July 11, 2018

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

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact): Discussion, consideration, and possible approval of a contract with MeritIT for professional services for the Information Technology (IT) services for the Town of Camp Verde.

List Attached Documents:

1. Proposed Renewal Contract

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviews Completed by:

- Department Head: Russ Martin** (comments included in report)
 Town Attorney Comments: This is the same contract for services.
 Finance Department: N/A

Background Information:

Merit has been providing services including the large infrastructure upgrade we just completed and have worked beyond the original scope monthly based on hourly rates but were locked into contract to make it all work. This means we were getting much more than in value. They have requested the ultimate amount of the 3rd year of this contract and I have suggested that we could work up to that number over the next couple of years. I have looked into other services with other companies and have spent time working with staff to determine their comfort and have concluded this is the most efficient and effective contact service for the value proposed that maintains a good service staff is satisfied with. This is a three-year contract to limit the amount of time taken to negotiate this. After the third year it may be prudent to consider full-time staff or examining other providers to ensure we continue to get the most for the money spent in this area.

Recommended Action (Motion):

Move to direct the Town Manager to re-enter into a Professional Services Contract with MeritIT.

Town of Camp Verde

Consultant Agreement

For Professional Services
For
IT Services
Between the
Town of Camp Verde
Camp Verde, Arizona
And
Taurus Technology Investment Partners, Inc

This INDEPENDENT CONSULTANT AGREEMENT (“Agreement”) is by and between Taurus Technology Investment Partners, Inc, with a business address of Two Renaissance Square – 4040 North Central Avenue, Suite 1400 - Phoenix, Arizona 85004, an IT Consultant (“Consultant”) and the Town of Camp Verde, a municipal corporation (“Town”) with a business address of 473 S. Main Street, Camp Verde, AZ 86322 and is awarded pursuant to Town Council approval on July 11, 2018.

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

The parties further agree and acknowledge that the Town is engaging Consultant as an independent Consultant to provide services to the Town under the terms of this Agreement and that the Town shall not be required, under any circumstance(s), to assume liability for the direct payment of any salary, wage, or other compensation to any person employed by the Consultant before, during, or after this agreement is in effect.

The Town shall not withhold from sums becoming payable to the Consultant under this Agreement any amounts for federal, state or local taxes, including federal or state income taxes, employment taxes (including Social Security and Medicare taxes), and unemployment taxes. The Town shall report all payments to Consultant on Internal Revenue Service Form 1099. The Consultant agrees

that any tax obligation of Consultant arising from the payments made under this Agreement will be the Consultant's sole responsibility. The Consultant will indemnify the Town for any tax liability, interest, and/or penalties imposed upon the Town by any taxing authority based upon the Town's failure to withhold any amount from the payments for tax purposes.

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

Section I. Period of Service

The term of this Agreement shall be for the period commencing on **July 11, 2018** with the Town Council approval of this Agreement and shall continue 36 Months until June 30, 2021 unless terminated sooner by the parties, pursuant to Section IV below.

Section II. Compensation

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

The rates Consultant will be paid as consideration for performance of IT services on a monthly basis through a flat fee system. CONSULTANT shall be paid \$4800 in professional fees and costs for FY 18/19, \$5500 for FY 19/20 and \$6200 for FY 20/21. No further payment will be made for routine facsimile, telephone, postage, copy, or travel costs. Extraordinary costs including items identified above shall be submitted for prior approval and reimbursement to CONSULTANT through the Town Manager if work is requested or necessary beyond the normal scope as described in Exhibit A.

Section III. Billing

Consultant shall provide Consultant services to the Town, based on the written needs of the Town as outlined in Exhibit "A". The Town shall pay Consultant, monthly, based upon work performed, completion to date and submission of invoices pursuant to Section II. Invoices should be mailed to the following address:

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

Section IV. Termination

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

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

Section V. Successors and Assigns

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

Section VI. Waiver and Severability

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

Section VII. Whole Agreement

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

Section VIII. Construction

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

Section IX. Insurance Requirements

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

1. COMPREHENSIVE COMMERCIAL GENERAL LIABILITY

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

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

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

2. **COMPREHENSIVE COMMERCIAL AUTOMOBILE LIABILITY**

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

\$1,000,000

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

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

Including:

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

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

Statutory Minimum \$1,000,000

Plus Employer's Liability Coverage for:

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

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

4. **PROFESSIONAL LIABILITY**

Certificate of Insurance for a Professional Liability Insurance Policy for Consultant (and its employees and agents, if any) for errors and omissions, and negligent acts related to the rendering of such professional with limits of:

\$1,000,000 each occurrence

\$2,000,000 aggregate

When policies are renewed or replaced, any retroactive date must coincide with or precede commencement of services by Consultant under this Agreement. A claims-made policy that is replaced or not renewed must have an extended reporting period not less than two (2) years.

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

Section X. Indemnity

Consultant agrees, to the fullest extent permitted by law, to indemnify, defend, save and hold harmless the Town of Camp Verde, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Consultant or any of its owners, officers, directors, agents, employees or 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 solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Consultant from and against any and all claims. It is agreed that Consultant will be responsible for primary loss

investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Consultant agrees to waive all rights of subrogation against the Town of Camp Verde, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the Town of Camp Verde.

Section XI. Compliance with Federal and State Laws

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals, this **July 11, 2018**

APPROVED AS TO FORM:

Town of Camp Verde:

Town Attorney/Date

By: _____
Mayor/Date

Consultant:

By: _____

Date: _____

ATTEST:

The Mayor and Council approved this agreement for execution at the regular session of **July 11, 2018**

Town Clerk

The contract was reviewed and delivered, as signed by the Town, to the Consultant on _____

To:

EXHIBIT A: STATEMENT OF WORK

1.0 Scope

Management of Information Technology (IT) Infrastructure
- See Exhibit “B” for breakdown of services

2.0 Tasks

Install Support and Maintain Business systems including, but not limited to:
- Computer File Servers & Backup Systems - VoIP Phone System
- Network Routers & Switches & Network Backbone - Computer Workstations
- Firewall / SPAM and Intrusion Detection Systems - Laptops / Thin Clients
- Operating System and Application Software - VMware

3.0 Service Sites: Services will be performed at the following locations:

Town of Camp Verde – All Town Operated Locations within Camp Verde

4.0 Client Representative. Personnel will perform Services for:

Client Representative Name: Russ Martin
Client Department: Town Manager
Phone Number: 928.554.0001
Email Address: russ.martin@campverde.az.gov

5.0 Compensation:

As full compensation for the Services rendered pursuant to this Agreement, Client will pay Provider the sum of \$199,100.00 under this contract to be paid as follows:

- Monthly in the amount of \$4,800.00 - \$57,500.00 Annual FY-18/19
- Monthly in the amount of \$5,500.00 - \$66,000.00 Annual FY-19/20
- Monthly in the amount of \$6,300.00 - \$75,600.00 Annual FY-20/21

6.0 Expenses and Taxes

Prices quoted for Services do not include, and Client will reimburse Provider for, it’s reasonable and necessary cost of travel and out-of-pocket costs for photocopying, overnight courier, etc.

EXHIBIT “B”
Services Provided Under This Contract

Services:

Service	Description
MerIT TDS	Threat Denial System on all Servers and PC’s
MerIT Help Desk	Help Desk Ticketing & Tracking System
IT Staff Dedicated	IT Services including support of all IT Hardware & Software

** IT Staff will be located in Camp Verde and will be available daily as needed. IT Staff is a Full Time IT Member outsourced to Public Safety and will be a “shared” IT Staff Member with other local Public Safety Agencies.

Hardware:

Product	Description
N/A	N/A

** All hardware not outlined above will be cost above and beyond this contract and will be quoted and provided as needed when needed. New hardware can be capitalized or converted to Hardware as a Service (HaaS) depending on the needs of the Town of Camp Verde.

Agenda Item 7.2.



Town of Camp Verde

Meeting Date: July 11, 2018

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

Requesting Department: Administration/Waste Water Division

Staff Resource/Contact Person: Russ Martin/Troy Odell

Agenda Title (be exact): Discussion, consideration, and possible approval of a contract with Southwestern Environmental Services (SEC) for professional engineering services for design of the expanded lift station serving property north of I-17 along Highway 260.

List Attached Documents:

1. Proposed Services (Already under contract for services through our on-call service agreements)

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviews Completed by:

- Department Head: Russ Martin** (comments included in report)
- Town Attorney Comments:** The contracts were reviewed when entered into.
- Finance Department:** Funding will come from 2019 Budget offset by development fee revenues.

Background Information:

RedMoon LLC is moving forward with construction of the RV park necessitating the need for development of this lift station. The Town is spearheading this because this will be the major lift station serving the entire 260 corridor north of I-17. This is a major step in our ongoing infrastructure development and will expedite the next steps as development along Highway 260 continues. SEC is a company we are using on this because of they are also the engineer of record for our most recent sewer development projects as well as the engineer for the RedMoon project so the coordination and timing of development can be done through one engineering company creating efficiencies in timing and cost. We are requesting approval for an extra amount (approximately 20,000) to avoid any scope expansions needed that would necessitate another Council action.

Recommended Action (Motion):

Move to direct the Town Manager to engage SEC and approve expenses up to \$90,000 for the development of a lift station and associated improvements.



**SOUTHWESTERN
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CONSULTANTS, INC.**

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July 3, 2018

Town of Camp Verde
Russ Martin
Town Manager
395 South Main Street
Camp Verde, Arizona 86322
Via e-mail: Russ.Martin@campverde.az.gov

RE: Engineering Services for design of Lift Station at Red Moon RV Park

Dear Russ,

SEC, Inc. is pleased to present this proposal and estimate to provide engineering services for design of the Red Moon RV Park lift station. Based on my understating below are the key components that will need to be completed. Critical facilities are not usually approved in the Floodway. We assume that flood control and ADEQ will review the constraints and provide a hardship variance.

Services are to include the following:

- Flow verification and design detail memo- It is anticipated newly conducted master flow analysis will be available for reference and use.
- Pump design
- Wet well structural design including uplift (it is assumed additional geotechnical analysis is not required)
- Electrical design
- Yavapai Flood control coordination (It is assumed that a "no rise certification" will not be required)
- Develop construction Plans and specification
- Internal design team coordination
- Coordinate with the ADEQ- We anticipate that the Town will lead this effort with assistance from SEC. (the time allocated is 40Hrs)

A lift station design in the floodway will have its inherent difficulties. Therefore is difficult to anticipate all possible challenges. Regulatory requirements from ADEQ and Yavapai county flood control will need coordination. We have anticipated total of 60hrs for of work related to such services. It is our assumption that proposed work is away from the 404 floodplain. Therefore



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no permit work is anticipated nor budgeted. SEC will provide the Town with all manufacture specification and cut sheets used for design. A separate O&M manual is not part of the proposed work.

Estimated timeframe to complete a normal list station design is approximately three (3) months. However, due to the added constraints at this location we would suggest additional 3-4 months coordinating with Yavapai County and ADEQ to be allocated to obtain the approval to construct permit.

Based on our understating and assumptions we proposed to provide the above services for an estimated cost of \$69,650.00. Any additional work will be billed on a time and material basis at current bill rates. Any such work will only be done with client's written permission.

We thank you for the opportunity and look forward to working with the Town on this project. Should you have any questions or need any additional information, please contact me at kginige@sec-landmgt.com or (928) 282-7787 ext. 4219.

Sincerely,

Krishan Ginige, P.E., CFM, MS
President