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AGENDA

**TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, JANUARY 18, 2017 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**
3. **Pledge of Allegiance**
4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) **Approval of the Minutes:**
 - 1) Work Session – January 4, 2017
 - b) **Set Next Meeting, Date and Time:**
 - 1) Wednesday, January 25, 2017 at 6:30 p.m. – Council Hears Planning & Zoning Matters
 - 2) Tuesday, January 31, 2017 at 4:00 p.m. – Meet and Greet with Yavapai Apache Nation Council at the Camp Verde Community Library
 - 3) Wednesday, February 1, 2017 at 6:30 p.m.- Regular Session
 - 4) Friday, February 3, 2017 at 8:00 a.m. – CIP Work Session
 - 5) Wednesday, February 8, 2017 at 5:30 p.m. – Work Session
 - 6) Friday, February 10, 2017 at 8:00 a.m. – CIP Work Session
 - 7) Wednesday, February 15, 2017 at 6:30 p.m. – Regular Session
 - 8) Wednesday, February 22, 2017 at 6:30 p.m. – Council Hears Planning & Zoning Matters
 - c) **Possible approval of Resolution 2017-972, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona setting the 2017 Meeting Dates and Times for Regular Meetings of the Council and all commission/Committees, and superseding Resolution 2016-954. Staff Resource: Virginia Jones**
 - d) **Possible adoption of 2017 policy statement that authorizes the Mayor, as the Town Chief Elected Official to support or oppose Legislative Bills relative to the protection of groundwater, State Shared Revenues sources and land use authority if the Bill(s) adversely affect the Towns Interest and needs and an immediate response. Staff Resource: Town Council**
 - e) **Possible Authorization to execute the Agreement Addendum and Scope for Professional Services with Kimely-Horn and Associates in the amount of \$189,900.00 under Professional On-Call Consulting Service Agreement #15-11; to provide Engineered Plans for the grading, drainage and infrastructure that is required for future development of the Community Park. Staff Resource: Ron Long**
 - f) **Possible authorization for the Mayor and/or Vice Mayor to Execute required documents to facilitate the donation of portions of parcel 403-21-250C and 403-21-021E from CH Baldwin, LLC to the Town of Camp Verde. Staff Resource: Steve Ayers**
5. **Special Announcements and presentations:**
 - **Presentation by Mat Force Executive Director Merilee Fowler.**
 - **Proclamation declaring January 23-28, 2017 Stand with Me, Be Drug Free Week.**
 - **Presentation of 2016 fourth quarter Business Beautification Award to Fort Verde Suites**

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 ARS §38-431.01(H))
7. **Discussion, consideration and possible appointment of Council member to serve on the Verde Valley Steering Committee of Mat Force and to include the position of Chairman for Public Safety Personnel Retirement.** Staff Resource: Council
8. **Presentation, discussion and possible approval of a contract with Wendel Energy Services, LLC. To perform an investment grade audit (IGA) of the Town's buildings, parks and wastewater treatment facilities to determine the potential for energy conservation project feasibilities including options and estimated costs and probable payback periods for future project considerations. The cost of the contract is up to \$55,000 that may be rolled into projects once selected.** Staff Resource: Russ Martin
9. **Call to the Public for items not on the agenda. (Please complete Request to Speak Card and turn in to the Clerk.)**
10. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are Camp Verde Schools Education Foundation; Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, Yavapai County Water Advisory Committee, and shopping locally. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.
11. **Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.
12. **Adjournment**

Posted by: Virginia Linn Date/Time: 1-12-2017 1:45 p.m.
Note: Pursuant to A.R.S. §38-431.03A.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.

38-431.01 Meetings shall be open to the public
A. All meetings on 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.

4. a. 1

**DRAFT MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, JANUARY 4, 2017 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 Robin Whatley, Councilor Brad Gordon, Councilor Jackie Baker, Councilor Dee Jenkins and Councilor Bob Burnside were present.

Also Present

Town Manager Russ Martin, Marshall Nancy Gardner and Debbie Hughes, Liaison Ed Lee, Town Clerk Virginia Jones, Finance Director Mike Showers, Bruce George, and Recording Secretary Lynn Riordan.

3. **Pledge of Allegiance**

Mayor German led the Pledge of Allegiance.

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

a. **Approval of the Minutes:**

- Regular Session – December 7, 2016
- Special/Work Session – December 14, 2016

b. **Set Next Meeting, Date and Time:**

- Wednesday, January 11, 2017 at 5:30 p.m. – Work Session
- Friday, January 13, 2017 at 8:00 a.m. – Strategic Plan
- Wednesday, January 18, 2017 at 5:30 p.m. – Executive Session
- Wednesday, January 18, 2017 at 6:30 p.m. – Regular Session
- Wednesday, January 25, 2017 at 6:30 p.m. – Council Hears Planning & Zoning Matters

c. **Possible setting of Fiscal Year 2017/2018 Budget Calendar** Staff Resource: Michael Showers

On a **motion** by Councilor Baker, seconded by Councilor Jenkins, the council unanimously voted to approve the Consent Agenda, except the item 4.a.2) Minutes of Special/Work Session – December 14, 2016. At the request of Councilor Whatley, item 4.a.2) was pulled for discussion.

Discussion: Councilor Whatley stated (Item 10 Rezzonico Park) there was no consensus of Council that the Council was against the planned desert landscaping, requesting that the Minutes be corrected to read "There is no planting plan yet but some Council Members are against the planned desert landscaping.", thereafter, on a **motion** by Councilor Whatley, seconded by Vice Mayor Murdock, the council unanimously voted to approve item 4.a.2) minutes with the correction. Mayor German directed the Town Clerk to amend the minutes according to the motion.

Councilor Gordon made an inquiring regarding the (budget) community engagement meeting scheduled for May 8, requesting clarification on why the meeting was set so late in the budget process. Finance Director Mike Showers advised that he would like to have the community engagement meeting after the council has a preliminary budget so that the public has something concrete and comprehensible to consider and discuss with council, and the new budget will reflect what has already been accomplished (specifically CIP projects). Mr. Showers believes that this will allow more constructive community involvement.

Mayor German advised that the meet and greet meeting with the Yavapai Apache Nation Council scheduled for

January 9, 2017 had been cancelled, and suggesting the meeting be re-scheduled for January 30 or 31, 2017 if this is satisfactory with the Yavapai Apache Nation Council. Mayor German directed the Town Clerk to contact the Nation Council for re-scheduling.

5. Special Announcements and presentations:

• **Presentation and update by Anna Schrenk and Laura Jones – Friends of the Verde River Greenway**

Anna Schrenk and Laura Jones advised that the Friends of the Verde River Greenway was a private/public coalition of approximately 21 different agencies/organizations with its primary function being conservation and restoration of the Verde River. Currently Friends of the Verde River Greenway is working on sections of the Verde River above the White Bridge in Camp Verde (five ground crews). The Verde River State of the Watershed Conference is set for May 10-11, 2017, and will be held at the Clarkdale Clubhouse. The Conference will host field trips on May 10 with lectures and informational meetings on May 11. Friends of the Verde River Greenway is requesting Town participation and sponsorship. At the request of Mayor German, Ms. Jones advised that Friends of the Verde River Greenway has had a very positive partnership with private property owners, and currently there is more interest than resources to complete projects. Town Manager Russ Martin advised that there is no line item in this year's budget for sponsorship, however, if directed by Council, the Town can donate this year. It was the consensus of the council to donate \$500.00 to Friends of the Verde River Greenway this year and so directed the Town Manager. Mayor German requested the Town Manager include financial sponsorship for Friends of the Verde River Greenway in next year's budget discussion. Information regarding Friends of the Verde River Greenway and upcoming events may be obtained on their website: www.VerdeRiverGreenway.org

**6. Call to the Public for Items not on the Agenda.
None. (No Request to Speak Cards were submitted).**

7. Discussion, consideration and possible appointment of 3 members to the Board of Adjustment and Appeals (2 – 3 year terms ending 2020, and 1 – 2 year term ending January 2019) and 1 appointment to the Planning & Zoning Commission for a (3) three-year term. Letters of interest for the Board of Adjustments have been received by Bruce M. George, James Binick and Murray Lichty. Dennis Willis has submitted a Letter of Interest to the Planning and Zoning Commission. Staff Resource: Virginia Jones.

Councilor Whatley, noting the Bruce George was the only applicant in attendance, requested of Mr. George his preference of appointment – 2 year term or 3 year term. Mr. George stated his preference was a two year term.

On a **motion** by Vice Mayor Murdock, seconded by Councilor Baker, the council unanimously voted to appoint Bruce George to a two year term on the Board of Adjustment, James Binick and Murray Lichty to three year terms on the Board of Adjustment, and Dennis Willis to a three year term on the Planning and Zoning Commission.

8. Presentation by Debbie Hughes, Property and Evidence Custodian, of CVMO property and evidence room improvements.

Marshall Nancy Gardner advised that CVMO has completed repairs in the property and evidence room, and installation of the rolling shelves is complete, and was completed in approximately two months and over \$6,000 under budget due to the efficiency of Debbie Hughes, Property and Evidence Custodian. Debbie Hughes thanked the council for approving the CIP project, explaining the importance of property and evidence inventory and storage and how the improvements in the property and evidence room helps her comply with the laws that govern inventory, protection, storage and retention of property and evidence. Ms. Hughes gave a power point presentation on the project, from beginning to end, and included before and after photographs. Ms. Hughes advised that she was grateful for the many volunteers and employees from other departments (Building and

Maintenance) that provided a great deal of assistance and provided much needed extra labor. At the request of Councilor Baker, Ms. Hughes advised that they are hopeful that they have enough space to accommodate their needs for retention of property and evidence for the next 5 to 7 years. Marshall Gardner and Debbie Hughes invited the council members (and other staff) to take a tour of the completed project.

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

None. (No Request to Speak Cards were submitted).

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

Mayor German advised that he attended the Sedona round table legislative meeting, good information was exchanged, two of the major topics were Yavapai College and committees for state-wide regulation of cell phone use and texting (while driving), in addition to discussion regarding new upcoming proposed legislation regarding sanctions and/or punishment of cities and towns that do not adhere to state law.

Councilor Jones-Murdock had no report.

Councilor Baker thanked the Town staff for good planning and scheduling to allow the council to have time off for the holidays.

Councilor Gordon advised that he attended the Verde Front meeting in Clarkdale.

Councilor Jenkins advised that she attended the newly elected officials training stating it was informative and interesting and she enjoyed attending. Additionally she attended the Town Christmas party, which she also enjoyed.

Councilor Buchanan advised that he also attended the newly elected officials training, and also stating it was informative and interesting, and very effective. Councilor Buchanan also advised that the Yavapai College Governing Board has a new member, Dr. Connie Harris, replacing Al Filardi.

Councilor Whatley advised she attended the Christmas Party stating the staff did a wonderful job decorating the Library for the holiday; she also attended the Victorian Christmas. Councilor Whatley stated appreciation for all of the volunteers that continuously contribute to the Town and the community.

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

Town Manager Russ Martin advised that interviews were scheduled this Friday for applicants that have applied to fill the planner position. The Fossil Creek Public Meeting is scheduled for Monday at 5:30 p.m. at the Library, and the Volunteer Fair is scheduled for Thursday, January 12 from 4 p.m. to 8 p.m. Mr. Martin advised that the some areas of the Town experienced some flooding as a result of the recent weather pattern, advising that the Town always has sand and sandbags available.

Adjournment. Mayor German, with no objection from Council, pronounced the meeting adjourned at 7:15 p.m.

Charles German, Mayor

Virginia Jones, 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 Regular Session Mayor and Common Council of the Town Council of Camp Verde, Arizona, held on January 4, 2017. I further certify that the meeting was duly called and held, and that a quorum

was present.

Dated this _____ day of _____, 2017.

Lynn Riordan, Recording Secretary

4.c



Agenda Item Submission Form – Section I

Meeting Date: January 18, 2017

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

Requesting Department: Town Clerk

Staff Resource/Contact Person:

Agenda Title: Approval of Resolution 2017-972, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona setting the 2017 Meeting Dates and Times for Regular Meeting of the Council and all Commission/Committees, and superseding Resolution 2016-954

List Attached Documents: Resolution 2017-972

Estimated Presentation Time:

Estimated Discussion Time:

Reviews Completed by:

- Department Head: _____ Town Attorney Comments: N/A
- Finance Department N/A
Fiscal Impact: None
Budget Code: N/A _____ **Amount Remaining:** _____
Comments:

Background Information

Town Code, 4-2-1.3 stipulates that Council will establish by Resolution, the meeting dates and times for Council and all Boards and Commissions in January of each year. This resolution meets the Town Code requirements and establishes the 2017 meeting dates and times for Council and all Commission/Committees for 2017.

Recommended Action (Motion):

Move to approve Resolution 2017-972, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona setting the 2017 Meeting Dates and Times for Regular Meeting of the Council and all Commission/Committees, and superseding Resolution 2016-954

Instructions to the Clerk: Process Resolution

RESOLUTION 2017-972

A resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona setting the 2017 Meeting Dates and Times for regular meetings of the Council and all Commission/Committees, and superseding Resolution 2016-954.

WHEREAS, it is in the best interest of the Town to inform citizens of all regular Council, Commission and Committee meetings, dates and times,

NOW THEREFORE, the Mayor and Common Council of the Town of Camp Verde do hereby resolve to establish the following meeting dates and times for the Mayor and Common Council, Town Commissions, and Committees as follows:

Mayor and Council, Board, and Commission Meeting Schedule

Note: Meetings are held in Council Chambers located at 473 S. Main Street, Ste. 106, Camp Verde, Arizona unless otherwise noted on the notice that is posted no later than 24 hours prior to each meeting. Special meetings or work sessions may be scheduled by consent of the Town Manager and will be posted no later than 24 hours prior to such meeting.

Mayor and Common Council of the Town of Camp Verde 2017 Meeting Schedule		
Regular Session	January 4, 2017	6:30 p.m.
Regular Session	January 18, 2017	6:30 p.m.
Council Hears P&Z Matters	January 25, 2017	6:30 p.m.
Regular Session	February 1, 2017	6:30 p.m.
Regular Session	February 15, 2017	6:30 p.m.
Council Hears P&Z Matters	February 22, 2017	6:30 p.m.
Regular Session	March 1, 2017	6:30 p.m.
Regular Session	March 15, 2017	6:30 p.m.
Council Hears P&Z Matters	March 22, 2017	6:30 p.m.
Regular Session	April 5, 2017	6:30 p.m.
Regular Session	April 19, 2017	6:30 p.m.
Council Hears P&Z Matters	April 26, 2017	6:30 p.m.
Regular Session	May 3, 2017	6:30 p.m.
Regular Session	May 17, 2017	6:30 p.m.
Council Hears P&Z Matters	May 24, 2017	6:30 p.m.
Regular Session	June 7, 2017	6:30 p.m.
Regular Session	June 21, 2017	6:30 p.m.
Council Hears P&Z Matters	June 28, 2017	6:30 p.m.
Regular Session	July 5, 2017	6:30 p.m.
Regular Session	July 19, 2017	6:30 p.m.
Council Hears P&Z Matters	July 26, 2017	6:30 p.m.
Regular Session	August 2, 2017	6:30 p.m.
Regular Session	August 16, 2017	6:30 p.m.
Council Hears P&Z Matters-CANCELLED	August 23, 2017-CANCELLED*	6:30 p.m.
Regular Session	September 6, 2017	6:30 p.m.
Regular Session	September 20, 2017	6:30 p.m.
Council Hears P&Z Matters	September 27, 2017	6:30 p.m.
Regular Session	October 4, 2017	6:30 p.m.
Regular Session	October 18, 2017	6:30 p.m.
Council Hears P&Z Matters	October 25, 2017	6:30 p.m.
Regular Session	November 1, 2017	6:30 p.m.
Regular Session & PZ Matters Combined	November 15, 2017	6:30 p.m.
Council Hears P&Z Matters – CANCELLED	November 22, 2017 CANCELLED	6:30 p.m.
Regular Session	December 6, 2017	6:30 p.m.
Regular Session P&Z Combined	December 20, 2017	6:30 p.m.
Council Hears P&Z Matters-CANCELLED	December 27, 2017-CANCELLED	6:30 p.m.

- League Conference August 22-25 Oro Valley

Regular Meetings of the Planning & Zoning Commission

Notice is hereby given to the members of the Planning & Zoning Commission and to the general public that the Planning & Zoning Commission of the Town of Camp Verde will hold **Regular Meetings on the first Thursday of every other month beginning in January 2017 unless there is a paid application, which in this case, the meeting will be held on the second Thursday of the month as a Special Session. Additionally, Special Session meetings may be held on the second Thursday of each month at 6:30 p.m. as needed.**

Planning & Zoning Commission of the Town of Camp Verde 2017 Meeting Schedule		
Regular Session	January 5, 2017	6:30 p.m.
Special Session (as needed)	January 12, 2017	6:30 p.m.
Special Session (as needed)	February 02, 2017	6:30 p.m.
Special Session (as needed)	February 9, 2017	6:30 p.m.
Regular Session	March 2, 2017	6:30 p.m.
Special Session (as needed)	March 9, 2017	6:30 p.m.
First Quarterly Report for Period January 2017 through March 2017 will be heard at the April 05, 2017 Council Meeting.		
Special Session (as needed)	April 06, 2017	6:30 p.m.
Special Session (as needed)	April 13, 2017	6:30 p.m.
Regular Session	May 4, 2017	6:30 p.m.
Special Session (as needed)	May 11, 2017	6:30 p.m.
Special Session (as needed)	June 1, 2017	6:30 p.m.
Special Session (as needed)	June 08, 2017	6:30 p.m.
Second Quarterly Report for Period April 2017 through June 2017 will be heard at the July 05, 2017 Council Meeting.		
Regular Session	July 6, 2017	6:30 p.m.
Special Session (as needed)	July 13, 2017	6:30 p.m.
Special Session (as needed)	August 3, 2017	6:30 p.m.
Special Session (as needed)	August 10, 2017	6:30 p.m.
Regular Session	September 7, 2017	6:30 p.m.
Special Session (as needed)	September 14, 2017	6:30 p.m.
Third Quarterly Report for Period July 2017 through September 2017 will be heard at the October 05, 2017 Council Meeting.		
Special Session (as needed)	October 05, 2017	6:30 p.m.
Special Session (as needed)	October 12, 2017	6:30 p.m.
Regular Session	November 02, 2017	6:30 p.m.
Special Session (as needed)	November 9, 2017	6:30 p.m.
Special Session (as needed)	December 7, 2017	6:30 p.m.
Special Session (as needed)	December 14, 2017	6:30 p.m.
Fourth Quarterly Report for Period October 2017 through December 2017 will be heard at the January 3, 2018 Council Meeting.		

Regular Meetings of the Board of Adjustments

Notice is hereby given to the members of the Board of Adjustments and to the general public that the Board of Adjustments of the Town of Camp Verde will hold **Regular Meetings on the second Tuesday of every month at 3:00 p.m. as needed.**

Board of Adjustments of the Town of Camp Verde 2017 Meeting Schedule		
1. Regular Session (as needed)	January 10, 2017	3:00 p.m.
2. Regular Session (as needed)	February 14, 2017	3:00 p.m.
3. Regular Session (as needed)	March 14, 2017	3:00 p.m.
First Quarterly Report for Period January 2017 through March 2017 Will be heard at the April 05 2017 Council Meeting.		
4. Regular Session (as needed)	April 11, 2017	3:00 p.m.
5. Regular Session (as needed)	May 9, 2017	3:00 p.m.
6. Regular Session (as needed)	June 13, 2017	3:00 p.m.
Second Quarterly Report for Period April 2017 through June 2017 will be heard at the July 05, 2017 Council Meeting.		
7. Regular Session (as needed)	July 11, 2017	3:00 p.m.
8. Regular Session (as needed)	August 08, 2017	3:00 p.m.
9. Regular Session (as needed)	September 12, 2017	3:00 p.m.
Third Quarterly Report for Period July 2017 through September 2017 will be heard at the October 04, 2017 Council Meeting.		
10. Regular Session (as needed)	October 10, 2017	3:00 p.m.
11. Regular Session (as needed)	November 07, 2017	3:00 p.m.
12. Regular Session (as needed)	December 12, 2017	3:00 p.m.
Fourth Quarterly Report for Period October 2017 through December 2017 will be heard at the January 03, 2018 Council Meeting.		

Passed and approved by a majority vote of the Common Council at the Regular Session meeting of January 18, 2017.

Charles German – Mayor

Attest:

Approved as to form:

Virginia Jones, Town Clerk

William Sims

4d



Agenda Item Submission Form – Section I

Meeting Date: January 18, 2017

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

Requesting Department: Town Council

Staff Resource/Contact Person:

Agenda Title: Approval and possible adoption of 2017 policy statement that authorizes the Mayor, as the Town Chief Elected Official to support or oppose Legislative Bills relative to the protection of groundwater, State Shared Revenue sources and land use authority if the Bill(s) adversely affect the Towns interest and needs an immediate response.

List Attached Documents:

Estimated Presentation Time:

Estimated Discussion Time:

Reviews Completed by:

- Department Head: _____ Town Attorney Comments: N/A
- Finance Department N/A
 Fiscal Impact: None
 Budget Code: N/A Amount Remaining: _____
 Comments: _____

Background Information:

Section 2-2-4F of the Town Code states that at the first meeting in January of each year, Council shall adopt a Policy Statement that authorizes the Mayor to support or oppose bills introduced during Legislative Sessions when they adversely affect the Town's interest and require immediate response.

Recommended Action (Motion):

Move to adopt the 2017 policy statement that authorizes the Mayor, as the Town Chief Elected Official to support or oppose Legislative Bills relative to the protection of groundwater, State Shared Revenue sources and land use authority if the Bill(s) adversely affect the Towns interest and needs and immediate response.

Instructions to the Clerk: None

Town of Camp Verde

Agreement for Professional Services

For
On-Call Consulting Services
Between the
Town of Camp Verde
Camp Verde, Arizona
And
Kimley-Horn and Associates, Inc.

This Agreement ("Agreement") is entered into this 28th day of October, 2015, by and between **Kimley-Horn and Associates, Inc.**, with a business address of ~~7748 N. 26th Street, Suite 300 Phoenix, Az 85020, Structural Engineering and Traffic Engineering~~ 1129 Iron Springs Road, Prescott, Arizona 86305 Structural Engineering and Traffic Engineering DJL ("Consultant") and the Town of Camp Verde, a municipal corporation ("Town") with a business address of 473 S. Main Street, Camp Verde, AZ 86322.

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

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

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

The parties further agree and acknowledge that the Town is engaging Consultant as an

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

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

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

Section I. Period of Service

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

Section II. Compensation

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

Section III. Billing

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

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

Section IV. Termination

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

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

Section V. Successors and Assigns

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

Section VI. Waiver and Severability

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

Section VII. Whole Agreement

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

Section VIII. Construction

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

Section IX. Insurance Requirements

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

1. **COMPREHENSIVE COMMERCIAL GENERAL LIABILITY**

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

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

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

2. COMPREHENSIVE COMMERCIAL AUTOMOBILE LIABILITY

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

\$1,000,000

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

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

Including:

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

3. WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY

Statutory Minimum \$1,000,000

Plus Employer's Liability Coverage for:

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

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

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

9. Failure of Consultant to obtain Certificates or other insurance evidence from other Consultants shall not be deemed a waiver by the Town of Camp Verde.
10. The Consultant's liability under this Agreement is not in any way limited by the insurance required by this Agreement.
11. Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.

Section X. Indemnity

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

The Town agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Town's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Town is legally liable.

Neither the Town nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

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.

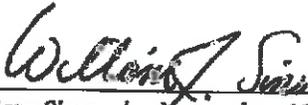
Neither the Consultant nor any of the SubConsultants shall be deemed to have materially breached the Consultant Immigration Warranty if the Consultant or SubConsultant establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration 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 **October 28, 2015**

APPROVED AS TO FORM:

Town of Camp Verde:

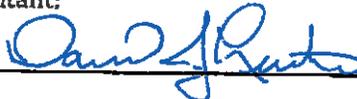


William Sims / November 12, 2015

By: 

Charles German, Mayor/Date

Consultant:

By: 

Date: 2015 - 1118

ATTEST:

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



Virginia Jones, Town Clerk

The Agreement was reviewed and delivered, as signed by the Town, to the Consultant on **December 3, 2015**, by Virginia Jones, Town Clerk.

Addendum to Agreement between
Town of Camp Verde
And Kimley-Horn and Associates, Inc.
Dated October 28, 2015.

This ADDENDUM is attached to and forms part of the Professional Services Agreement between the Town of Camp Verde and Kimley-Horn and Associates, Inc. as of January 18, 2017.

Given the type of work Kimley-Horn and Associates will perform requires Professional Liability (Errors and Omissions) Insurance and;

Kimley-Horn and Associates, Inc. has provided a Certificate of Liability Insurance, that includes Professional Liability (attached) and;

The fully executed Agreement, specifically Section IX. Insurance Requirements, does not reflect the requirement to provide Professional Liability Insurance this ADDENDUM to the Agreement is necessary and will be effective January 18, 2017.

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 limit 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 of not less than two (2) years.

Town of Camp Verde, Charles German, Mayor

Date



Kimley-Horn and Associates, Inc.

2017-0112

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2016

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022 877 908-5619	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER A: National Union Fire Ins. Co.	NAIC # 19445
	INSURER B: Commerce & Industry Ins. Co.	19410
	INSURER C: New Hampshire Ins. Co.	23841
	INSURER D: Lloyds of London	085202
	INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 16-17

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR	WOOD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER				5268169	04/01/2016	04/01/2017	EACH OCCURRENCE \$1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 ✓ PRODUCTS - COMPROP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOM <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS				4489663	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 ✓ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000				BE013778306	04/01/2016	04/01/2017	EACH OCCURRENCE \$5,000,000 ✓ AGGREGATE \$5,000,000 ✓
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) N N/A If yes, describe under DESCRIPTION OF OPERATIONS below				15893685 (AOS)	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 ✓ E.L. DISEASE - EA EMPLOYEE \$1,000,000 ✓ E.L. DISEASE - POLICY LIMIT \$1,000,000 ✓
D	Professional Liab				P070831600	04/01/2016	04/01/2017	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: AB - On-Call Consulting Services #15-112. The Town of Camp Verde is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER Town of Camp Verde 473 South Main Street Camp Verde, AZ 86322	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ENDORSEMENT

This endorsement, effective 12:01 A.M. 4/1/2016 forms a part of

policy No. 4489663 issued to KINLEY-HORN & ASSOCIATES, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED AUTO.

- I. SECTION II - LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:
- d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:
 - (1) The coverage and/or limits of this policy, or
 - (2) The coverage and/or limits required by said contract or agreement.



Authorized Representative or
Countersignature (in States Where
Applicable)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



November 21, 2016

Mr. Ron Long, P.E.
Public Works Director
Town of Camp Verde
395 S. Main Street
Camp Verde, AZ 86322

Re: **Scope for Professional Services
Camp Verde Community Park**

Dear Mr. Long:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this proposal to the Town of Camp Verde (Town) to provide Professional Design Services for Infrastructure and Grading/Drainage for the Town's Community Park. This Scope of Services is presented by Kimley-Horn at the request of the Town as part of the Professional On-Call Consulting Services Contract #15-112.

Kimley-Horn will perform the Professional Design Services for the total lump sum labor fee of **\$189,900.00**. The Itemized Scope of Work is included in the following pages of the proposal.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Andrew Baird, P.E.
Project Manager

David Leistikko, P.E.
Senior Vice President

Approved by: _____, Charles German, Mayor (Client)

Date: _____

**TOWN OF CAMP VERDE
COMMUNITY PARK**

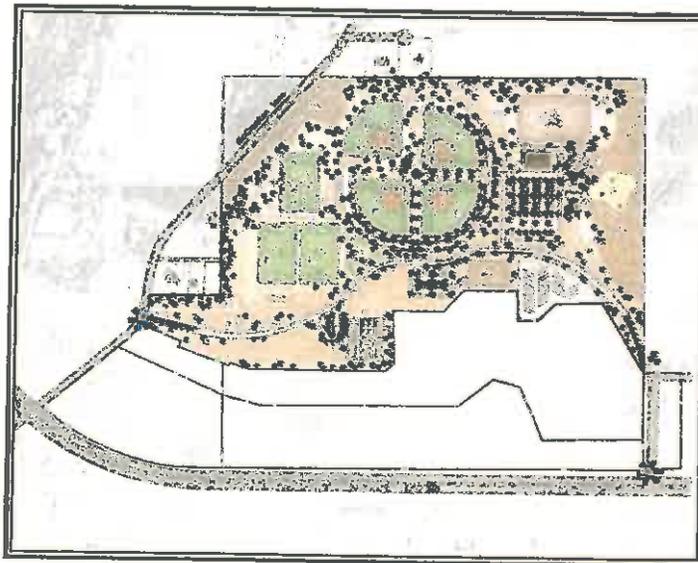
SCOPE OF SERVICES

Prepared November 21, 2016

Background

The Town of Camp Verde (Town) is moving forward with the 118 acre Community Park located north of SR 260 and east of McCracken Lane. In 2008, the Town approved the Community Park Master Plan (Figure 1), which laid out the park features, infrastructure and amenities based on a significant amount of input from the community. With the completion of the Camp Verde Community Library, the Town will focus on the development of the park over the coming years.

Figure 1 – Project Map (from 2008 Master Plan)



Goals

The goal of this design project is to make minor revisions to the current Park Master Plan (move ball fields, revise parking, etc.) and design the necessary infrastructure, grading and drainage to prepare the site for full park improvements in the future. The design is funded for this Fiscal Year (FY) 2017. The Engineers Opinion of Probable Cost (OPC) will be used to program the FY 2018 construction for the infrastructure and grading.

Additionally, the Town has secured a Grant for a multi-use trail around the perimeter of the park. This will be included in the design package for the Community Park.

Kimley-Horn Scope of Work

The scope of work to meet the goals for this project is as follows:

- Site Planning to modify the layout in the Master Plan to meet the present needs of the Town and Community.
- Construction Documents for Grading, Drainage, Storm Water Management, Utilities and Construction Phasing.
- Field services necessary to support the design and approval of the proposed improvements. This includes geotechnical investigations/report.
- Agency permitting/coordination
 - Town of Camp Verde – Construction Permitting
 - Yavapai County Flood Control District (YCFCD) – Storm Water Runoff Requirements/Permitting
 - Arizona Department of Environmental Quality (ADEQ) – Water and Sewer Requirements/Approval/Permitting
 - Arizona Department of Transportation (ADOT)
- Project Management/Coordination

The milestone submittals will consist of a 30%, 60%, 90% and 100% sealed documents. Each submittal will consist of both electronic (PDF) and hard copy, half size (11"x17") and full size (22"x34"). In addition Engineers Opinion of Probable Cost will be included at each milestone.

- The 30% submittal will consist of a site plan plot submittal and over the shoulder review meeting with Town Staff. After completion and documentation of this meeting, the Final geometry of the park will be set and the project will move into design documents.
- The 60%, 90% and 100% sealed submittals will consist of the following Construction Documents:
 - Drainage Report
 - Civil Plans
 - Grading and Drainage Plans (1" = 40')
 - Roadway Plan/Profile (1"=20') – Park Road, McCracken Lane, Sanitary District Road
 - Construction Phasing Plan (1"=100')
 - Utility Plans
 - Water Plan/Profile (1"=20')
 - Sewer Plan/Profile (1"=20')
 - Force Main Plan/Profile (1"=20')
 - Reclaimed Water Plan/Profile (1"=20')
 - Overall Utility Map (1"=100')
 - Private, Public Utilities
 - Storm Water Management Plans (1" = 40')
 - Trail Plans (Separate Submittal due to anticipated construction start date)
 - Engineers Opinion of Probable Cost (OPC)
 - Specifications

SCOPE OF SERVICES

Task 1. – Project Management and Coordination

- a. Site Visit and Kick Off Meeting
- b. Coordinate geotechnical investigations within the project limits.
- c. General project management tasks such as project setup and project documentation.
- d. It is anticipated that four meetings will be held with the Town and other Agencies for the duration of the design.
- e. Utility Coordination includes plans from private utilities, clearances and two meetings.
- f. Agency Coordination and Permitting: Town of Camp Verde, ADEQ, Yavapai County Flood Control, ADOT. This items includes all forms, calculations, reports and exhibits required for agency permits.

Deliverables: Agency Permitting

Proposed Fee: \$19,900

Task 2. - Site Planning

- a. 30% Concept Site Plan
- b. Over the Shoulder Meeting with the Town to finalize Site Plan

Deliverable: Documentation of Final Site Plan

Proposed Fee: \$10,500

Task 3. – Civil Plans

- a. Kimley-Horn will provide Civil Plans for the Park. Two design reviews (60% and 90%) are assumed. Two weeks are assumed for each milestone review by the Town. All design submittals shall consist of construction drawings and an engineer's opinion of probable cost (submitted to the client).
- b. Civil Plans are anticipated to include the following sheets:
 - i. 1 - Cover Sheet
 - ii. 1 - General Notes
 - iii. 8 - Grading and Drainage Plan Sheets (1" = 40')
 - Pads for Amenities
 - Rough Grading for Parking Lots
 - Final Site Plan Layout included in Grading and Drainage Sheets

- iv. 8 - Roadway Plan and Profile Sheets (1" = 20')
 - Internal Park Road
 - Tie in/Extension of McCracken Lane and Sanitary District Road
 - v. 2 - General Detail Sheets
 - vi. 2 – Construction Phasing Sheets (1"=100')
- c. Engineers Opinion of Probable Cost

Deliverables: Construction Drawings, Engineer's Opinion of Probable Cost, Specifications

Proposed Fee: \$49,600

Task 4. – Utility Plans

- a. Kimley-Horn will provide Utility Plans for the Park. Two design reviews (60% and 90%) are assumed. Two weeks are assumed for each milestone review by the Town. All design submittals shall consist of construction drawings and an engineer's opinion of probable cost (submitted to the client). The Town shall provide the size of the water, force main and reclaimed line. Kimley-Horn will size the sewer based on fixture counts provided by the Town.
- b. Utility Plans are anticipated to include the following sheets:
 - i. 1 - Cover Sheet
 - ii. 1 - General Notes
 - iii. 4 - Water Plan/Profile Sheets (1"=20') - New waterline from well location provide by the City to locations defined in Site Planning (Restrooms, Drinking Foundations)
 - iv. 4 - Sewer Plan/Profile Sheets (1"=20') - New sewerline from Restroom locations defined in Site Planning to Grinder/Lift Station location provided by the Town. Kimley-Horn to size the sewer line based on fixture counts provided by the Town.
 - v. 4 - Force Main Plan/Profile Sheets (1"=20') - New force main from Grinder Station location to Northeast corner of site.
 - vi. 4 - Reclaimed Water Plan/Profile Sheets (1"=20') – New reclaimed line from northeast corner of park (from WWTP) to amenity locations defined in Site Planning.
 - vii. 2 - Overall Utility Maps (1" = 100')
 - Private Utilities – Power, Communications, Fiber
 - Public Utilities – Water, Sewer, Force Main, Reclaimed Water
 - viii. 2 - General Detail Sheets
- c. Engineers Opinion of Probable Cost

Deliverables: Construction Drawings, Engineer's Opinion of Probable Cost, Specifications
Proposed Fee: \$64,700

Task 5. – Storm Water Management Plans

- a. Kimley-Horn will provide Storm Water Management Documents for the construction of the park infrastructure and grading/drainage. Two design reviews are assumed (60% and 90%). Two weeks is assumed for each milestone review by the Town. The SWPP plans are included as a separate plan set to the Civil/Utility Plans.
 - i. 1 - Cover Sheet
 - ii. 1 - General Notes
 - iii. 6 – SWPPP Sheets (1" = 40')
 - iv. 2 - Details

Deliverables: Storm Water Pollution Prevention Plan Documents
Proposed Fee: \$8,600

Task 6. – Trail Plans

- a. Kimley-Horn will provide Trail Plans as an early construction package to meet the goal of the Town advertise for construction in March 2017. The Trail plans will be submitted for one review (90% submittal) in advance of the remaining infrastructure plans.
 - i. 1 - Cover Sheet
 - ii. 1 - General Notes
 - iii. 4 - Trail Plans (1" = 40')
 - iv. 2 - Details

Deliverables: Trail Plans
Proposed Fee: \$12,000

Task 7. Drainage Report

- a. Kimley-Horn will prepare a hydrologic analysis to determine offsite peak discharges reaching the park. Topography from United States Geological Survey (USGS) or Yavapai County will be used to delineate the offsite watershed. Kimley-Horn will follow the requirements set forth in the Drainage Design Manual for Yavapai County.
- b. Using the results of the offsite hydrologic analysis, Kimley-Horn will prepare an offsite conveyance system to drain to the existing ADOT basin at the south side of the property. The offsite system design will be shown on the Grading and Drainage plans.

- c. Kimley-Horn will prepare an onsite drainage design where the post-project conditions peak discharges will be equal to or less than the pre-project conditions peak discharges. The post-project conditions will include the ultimate park improvements. Detention basins with outlets will be used to detain the runoff. The outlets will discharge into the existing ADOT facilities.
- d. Kimley-Horn will provide a Preliminary and Final Drainage Report for submittal to the Yavapai County Flood Control District (District). The drainage report will include the onsite and offsite analysis with supporting documentation and exhibits.

Deliverables: Drainage Report

Proposed Fee: \$18,000

Task 8. – Geotechnical Investigations

Engineering & Testing Consultants, Inc. (ETC) will provide geotechnical investigations within the project limits

Deliverables: Geotechnical Report

Proposed Fee: \$6,000

Budget Summary

Task 1 – Project Management and Coordination	\$19,900
Task 2 – Site Planning	\$10,500
Task 3 – Civil Plans	\$49,600
Task 4 – Utility Plans	\$64,700
Task 5 – Storm Water Management Plan Documents	\$8,600
Task 6 – Trail Plans	\$12,000
Task 7 - Drainage Report	\$18,000
Task 8 – Geotechnical Investigation	\$6,000
Total Base Fee:	\$189,300
Estimated Expenses:	\$600
Total Proposed Contract:	\$189,900

Schedule

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

Key Milestone Dates for the Project:

• Project NTP*	January 1, 2017
• Site Visit/Kick Off	January 4, 2017
• 30% Meeting	January 25, 2017
• Geotechnical Report (4 weeks from NTP)	January 27, 2017
• 60% Construction Documents	March 3, 2017
○ 90% Trail Plans	March 3, 2017
• Agency Review (2 weeks)	March 17, 2017
○ 100% Trail Plans	March 31, 2017
• 90% submittal	April 28, 2017*
• ADEQ Submittal	April 28, 2017
• Agency Review (2 weeks)	May 19, 2017
• 100% sealed submittal	June 16, 2017
• Agency Approval	June 23, 2017
• ADEQ Approval (2 months)	June 23, 2017
• Advertise/Bid/Award (2 months)	August 18, 2017
• Construction Start	September 1, 2017

*Engineers Opinion of Probable Cost to City for FY 18 Programming

Assumptions

The shall provide the following:

- Sizing of Water, Reclaimed Water Line, Irrigation
- Fixture counts to calculate sewer size
- Topography
- Building size and pump sizes for the Grinder/Lift Station
- Specifications for the Grinder/Lift Station

The utilities shall extend to building envelope or pads of future amenities. There will not be a design for service feeds to buildings such as restrooms.

Reclaimed Lines will extend to the footprint of amenities. There will not be a design for irrigation lines to potential landscaped areas.

Exclusions

The following items/services are not included in this scope of work and fee proposal. If these items/services are determined to be required, a separate agreement by contract amendment or new contract shall be coordinated between the Town and Kimley-Horn.

- Permit fees
- Final plans for the Parking Lots
- Design for the Sanitary District Road
- Utility potholing
- Landscape architecture including park amenities
- Landscaping/Irrigation Plans
- Bid Phase Services
- Construction phase services
- Mechanical, Electrical and Plumbing Design

4 f.



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date:

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

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact): Possible authorization for the Mayor and/of Vice Mayor to execute required documents to facilitate the donation of portions of parcels 403-21-250C and 403-21-021E from CHBaldwin LLC to the Town of Camp Verde

List Attached Documents: Location map (1 page), Parsons Park Rendering (1 page)

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviews Completed by:

- Department Head: Town Attorney Comments:

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:
Fiscal Impact: Approximately \$2000

Budget Code: 01-999-20-758100 Non-Departmental **Amount Remaining:** _____

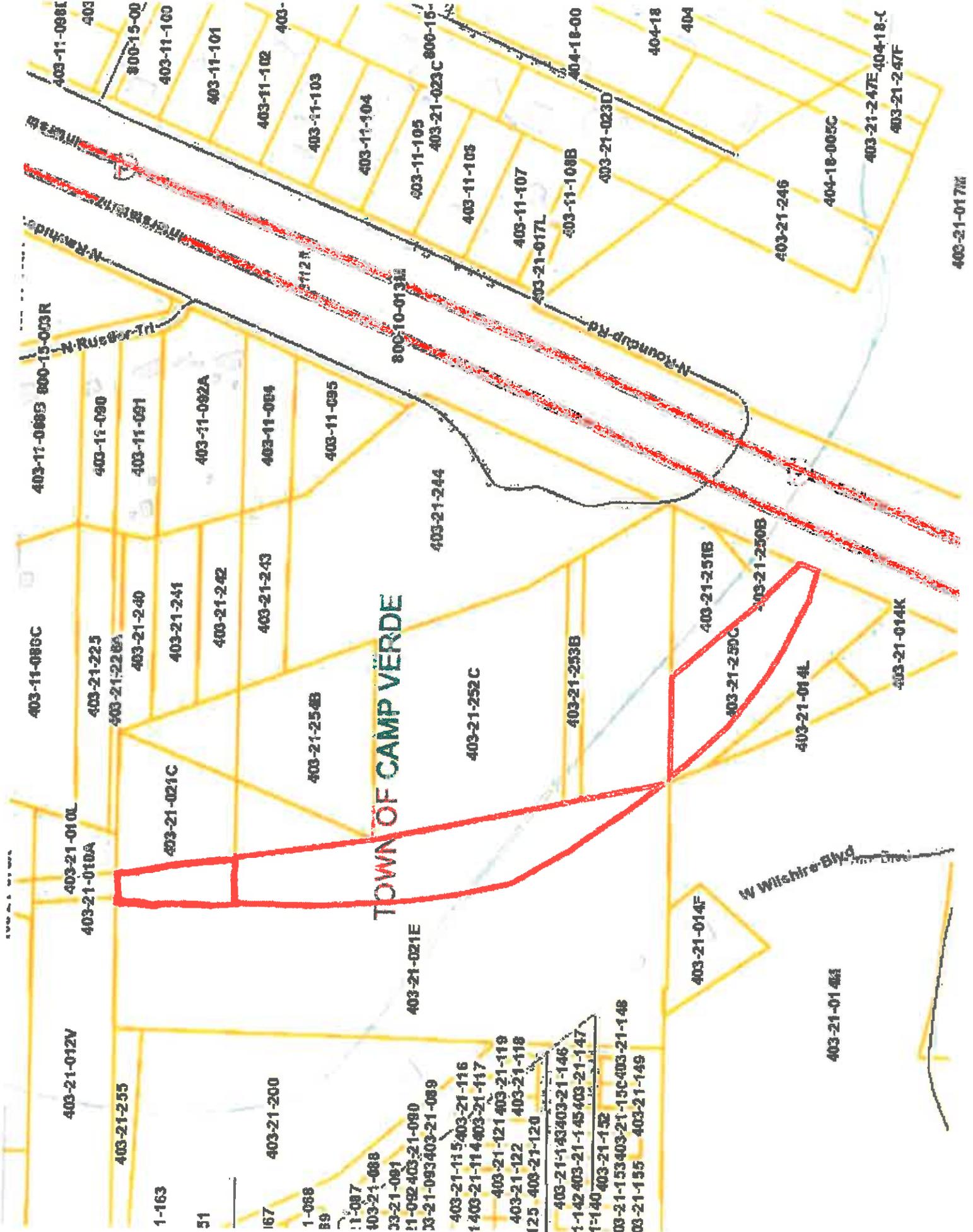
Comments: Will cover the cost of land survey, ALTA Survey, title and recording fees.

Background Information: The donation of the proposed properties would give the Town of Camp Verde clear title to all the land in the proposed "Parsons Park" planning area. The park property is part of the council adopted 2016 River Recreation Master Plan

Recommended Action (Motion): Move to approve the authorization of the Mayor and/or Vice mayor to execute required documents to facilitate the donation of portions of parcels 403-21-250C and 403-21-021E from CHBaldwin, LLC, to the Town of Camp Verde.

Instructions to the Clerk: Provide approved minutes of the January 18, 2017 Council meeting to Yavapai Title and obtain the Mayor and or Vice Mayor's signature on escrow documents

TOWN OF CAMP VERDE



- 1-163
- 51
- 167
- 1-068
- 89
- 1-087
- 403-21-068
- 33-21-091
- 1-082
- 403-21-080
- 33-21-093
- 403-21-089
- 403-21-115
- 403-21-116
- 1403-21-114
- 403-21-117
- 403-21-121
- 403-21-119
- 403-21-122
- 403-21-118
- 125
- 403-21-120
- 403-21-143
- 403-21-146
- 1-142
- 403-21-145
- 403-21-147
- 1-140
- 403-21-132
- 03-21-153
- 403-21-150
- 403-21-148
- 03-21-155
- 403-21-149



Agenda Item Submission Form – Section I

Meeting Date: January 18, 2017

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

Requesting Department: Marshal's Office

Staff Resource/Contact Person: Marshal Nancy Gardner

Agenda Title (be exact): The Stand with Me, Be Drug Free Proclamation which encourages youth and adults alike to strive for a healthy, drug-free community. January 23 to 28, 2017 is Stand With Me, Be Drug Free Week.

List Attached Documents:

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 0

Reviews Completed by:

Department Head: The Marshal appreciates the support that MATFORCE provides to law enforcement. The organization works collectively with law enforcement to educate the public on substance abuse and strives to eliminate substance abuse and its effects.

Town Attorney Comments:

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Fiscal Impact: None

Budget Code/Amount Remaining: _____

Comments:

Background Information: MATFORCE was created in 2005 and is made up of a coalition of people, including law enforcement, businesses, schools, parents, probation, medical and other areas of the public to educate the citizens on substance abuse and strives to eliminate substance abuse and its effects. MATFORCE is encouraging all towns and cities within Yavapai County to endorse the proclamation and provide support for Stand With Me, Be Drug Free Week and the planned events, which encourages youth and adults alike to strive for a healthy, drug-free community. January 23 to 28, 2017 is Stand With Me, Be Drug Free Week.

PROCLAMATION

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

WHEREAS, citizens of the town of Camp Verde: are affected by drug and alcohol abuse; impacting individuals, families, friends, adults and children alike; and

WHEREAS, drug and alcohol abuse is a community health issue leading to physical illness, addiction, accidental death, economic loss, child abuse, destruction of families, driving while impaired, drug-related vehicular collisions and is associated with crimes against persons and property; and

WHEREAS, recognizing that drug abuse among our youngest population is a growing community concern, the MATFORCE Stand With Me, Be Drug Free theme celebrates youth within the town of Camp Verde: who do not abuse drugs or alcohol. They are the majority; and

WHEREAS, the 2014 Arizona Youth 30-Day Use Survey for Yavapai County reports that 85% of 8th grade students, 69% of 10th grade students and 56% of 12 grade students DO NOT use alcohol.; and that 91% of 8th grade students, 79% of 10th grade students and 74% of 12th grade students DO NOT use marijuana.; and that 94% of 8th grade students, 94% of 10th grade students and 95% of 12th grade students DO NOT abuse prescription drugs; and

WHEREAS, the town of Camp Verde: joins with MATFORCE in recognizing and commending our alcohol and drug-free youth and encourages all its youth to be free of drug or alcohol abuse;

THEREFORE, the Town of Camp Verde: proclaims support for Stand With Me, Be Drug Free Week and the planned events, which encourages youth and adults alike to strive for a healthy, drug-free community. January 23 to 28, 2017 is Stand With Me, Be Drug Free Week.

DATED this _____ day of _____, 20__.

Signed



4th Quarter of 2016

Award Winner

Fort Verde Suites

The Town of Camp Verde Mayor and Town Council would like to congratulate you on your selection as the Business Beautification Award Winner for the fourth quarter of 2016! Your selection means that you have been nominated and selected based on your efforts to make and keep Camp Verde beautiful as a business in the Town of Camp Verde.

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



Agenda Item Submission Form – Section I

Meeting Date: January 18, 2017

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

Requesting Department: Clerk's Office

Staff Resource/Contact Person: Virginia Jones

Agenda Title (be exact): Discussion, consideration and possible appointment of Council Member to serve on Verde Valley Steering Committee of MATFORCE and to include the position of Chairman for Public Safety Personnel Retirement.

List Attached Documents:

2016-17 Council Committee Assignment Sheet.

Estimated Presentation Time: 10

Estimated Discussion Time: 10

Reviews Completed by:

- Department Head:** Virginia Jones **Town Attorney Comments:** N/A
- Finance Department** N/A
Fiscal Impact: None
Budget Code: N/A **Amount Remaining:** _____
Comments:

Background Information:

The Verde Valley Steering Committee of MATFORCE Meets the second Wednesday of each month from 12-1:30 p.m. at the Public Safety Building in Cottonwood

The Mayor is assigned the duty of Chairman (or his designee) for the Public Safety Personnel Retirement Local Chapter. By Placing the position on the Council/ Committee Assignment list is a way to make Council and Public aware of additional duties assigned to Mayor.

Recommended Action (Motion): Assign Council Members to represent the Town of Camp Verde

Instructions to the Clerk: Section II not required.

2016/2017 COUNCIL-COMMITTEE ASSIGNMENTS
COUNCIL MEETING 11-16-2016 (after New Officers are seated)

COMMITTEES	2015-2016	2016-2017	MEETING TIME	MEETING PLACE	CONTACT PERSON
CV FIRE DISTRICT LIAISON	GORDON/BAKER	GORDON/BAKER	3 RD WEDNESDAY AT 9:30 A.M.	417 S MAIN – TRAINING ROOM http://www.campverdefire.org	ROBIN COOK 567-9401 EXT 102
CV SCHOOLS EDUCATION FOUNDATION	GORDON/BAKER	Abolished 2 years ago	QUARTERLY/AS NEEDED	CVUSD 410 Camp Lincoln Rd.	MARY HUDSON 567-8008
YAVAPAI COLLEGE GOVERNING BOARD	CAROL GERMAN/BAKER	BUCHANAN/BAKER	2 ND TUESDAY AT 1:00 P.M.	SEE ATTACHED	KAREN JONES-EXECUTIVE ASSIS 928-776-2307
YAVAPAI COLLEGE ADVISORY BOARD	GEORGE/GERMAN	DELETE			
LIASON TO YAVAPAI-APACE NATION	MAYOR GERMAN/BAKER	MAYOR GERMAN/BAKER	THURSDAY AT 9:00 A.M.	2400 W DATSI STREET	KARLA REIMER 567-1003 (Call Weekly to verify meeting)
INTERGOVERNMENTAL ASSOCIATIONS/MEETINGS		ALL COUNCIL		COMMUNITY ROTATION	
NACOG-REGIONAL COUNCIL	BAKER/MAYOR GERMAN	BAKER/GERMAN Appointed on 9-17-2016	QUARTERLY-4 TH THURSDAY AT 10:00 A.M.	HIGH COUNTRY CONFERENCE CENTER	928-774-1895
VVREO	WHATLEY/BAKER	MURDOCK/GORDON	FRIDAY. QUARTERLY AT 10:00 A.M.	YC BOARD ROOM – 6 TH STREET- COTTONWOOD	634-8100
LEAGUE RESOLUTIONS COMMITTEE	MAYOR GERMAN	MAYOR GERMAN	ANNUALLY	LEAGUE OF CITIES AND TOWNS CONFERENCE	KEN STROBECK EXECUTIVE DIRECTOR
ARIZONA MUNICIPAL RISK RETENTION POOL (elected position only)	BAKER	BAKER	EVERY OTHER MONTH	PHOENIX	
VERDE VALLEY TRANSPORTATION ORG	RON LONG/GEORGE	LONG/BUCHANAN	EVERY OTHER MONTH	COTTONWOOD	
VERDE VALLEY TRANSIT COMMITTEE	GEORGE	BUCHANAN	MONTHLY		JASON KELLY
VV WATER USERS LIAISON	GORDON/CAROL GERMAN	GORDON/BUCHANAN	AS NEEDED	AS NEEDED	AS NEEDED
MIDDLE VERDE WATER ADVISORY (WAS WAC)	BAKER/MAYOR GERMAN	BAKER/GERMAN	AS NEEDED	YC BOARD ROOM - 6 TH STREET – COTTONWOOD 1015 FAIR STREET-PRESCOTT	3 RD WEDNESDAY 2:00
VERDE VALLEY HOMELESS COALITION	GEORGE	BAKER/GORDON			
MENTAL HEALTH COALITION-VERDE VALLEY (added 09-23-2015)	BRAD GORDON		MONTHLY		
VERDE FRONT		MAYOR GERMAN/GORDON	QUARTERLY	COTTONWOOD REC CENTER	
VERDE VALLEY STEERING COMMITTEE OF MATFORCE	N/A		2 ND WEDNESDAY OF EACH MONTH 12-1:30 P.M.	PUBLIC SAFETY BUILDING IN COTTONWOOD	MERILEE FOWLER mfowler@matforceaz.org
PUBLIC SAFETY PERSONNEL RETIREMENT BOARD CHAIRMAN		BYLAWS INDICATE THAT MAYOR OR CHIEF ELECTED OFFICE OR A SESIGNEE SHALL SERVE AS CHAIR	AS NEEDED	MARSHAL'S OFFICE TRAINING ROOM	MARY NEWTON



Agenda Item Submission Form – Section I

Meeting Date: January 18, 2017

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

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact): Presentation, discussion and possible approval of a contract with Wendel Energy Services, LLC., to perform an investment grade audit (IGA) of the Town's buildings, parks and wastewater treatment facilities to determine the potential for energy conservation project feasibilities including options and estimated costs and probable payback periods for future project consideration. The cost of the contract is up to \$55,000 that may be rolled into projects once selected.

List Attached Documents: Proposed Draft Contract from Wendel Energy Services, LLC.

Estimated Presentation Time: 10 Minutes

Estimated Discussion Time: 10 Minutes

Reviews Completed by: N/A

Department Head: Town Manager, Russ Martin

Town Attorney – Currently reviewing.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Fiscal Impact: Initially none, however the contract as proposed will front the cost of the audit and if/when a project is done the cost will be rolled into the capital costs at that time proportionately based on appropriate fund. The cost estimate is between \$35,000 and \$55,000.

Comments:

Background Information:

One of the Town Manager's goals for several years has been to develop projects that can take advantage of the energy savings to offset the cost to improve/maintain the Town's facilities. Staff has taken many steps available to attempt to save money when upgrading equipment and buildings. However, a comprehensive look at the facilities and specific projects to do actual energy conservation/savings has never been completed. The hope with this was to get a company on who could comprehensively look at our buildings and provide detailed feedback on ways to improve our cost and possibly as well the comfort of our buildings. To do so we have sent out a request for qualifications (RFQ) in which 6 energy services companies responded in November. These include Wendel, Climatec, Siemens, Widefield, RAPP IT up and Midstate. After a review of the proposals they were narrowed down

to two, Climatec and Wendel for direct interviews and limited potential project review the Manager is recommending contracting with Wendel Energy Services, LLC.

This was not an easy recommendation as Climatec has a very well-earned reputation, however I believe for Camp Verde the reasoning for the recommendation includes primarily the cost breakdown and transparency of their companies' approach to the actual construction projects. Wendel will competitively bid the project(s) selected by Council after this evaluation (audit/IGA) is completed to determine the contractor at a price we can see as the owner, including their markup to manage the project. This is in comparison to others whom have suggested this is the case, however Climatec does the work in house, which also has its benefits and was very attractive because they can avoid direct markup of sub-contractors. This method still can be a concern over whether the pricing truly got the best cost/investment benefit led to a recommendation at this time to go with Wendel.

Both companies, in fact all of the companies who sent in RFQ's have pretty good track record for project development and completion it was just a feeling that the more transparency in the process and the direct nature of the costs including the cost of the audit demonstrated a straight forward approach that seems more acceptable to the Town and those who may have interest in the projects and how Council will eventually be making project selection and funding.

o Wastewater Facilities Cost Estimate	35,000
o Town Facilities Cost	<u>20,000</u>
Total Estimate (per contract, not to exceed)	55,000

Recommended Action (Motion): Move to approve the contract for an investment grade audit of the Town facilities with Wendel Energy Services, LLC in a not to exceed amount of \$55,000. This amount will be rolled into any energy conservation project selected in the future at a pro rata share based on fund the project benefits.

Instructions to Clerk: Obtain Signatures

INVESTMENT GRADE AUDIT AGREEMENT

The purpose of this Investment Grade Audit Agreement ("Agreement") is to engage Wendel Energy Services, LLC ("Wendel"), to develop an Investment Grade Audit ("IGA") in anticipation of implementing an Energy Savings Performance Contract ("ESPC") pursuant to an RFQ issued by the Town of Camp Verde ("Owner") and responded to by a proposal from Wendel dated November 10, 2016 ("Proposal"). The effective date of this agreement is [\[Insert Date\]](#).

The scope of the work is defined below.

Investment Grade Audit

Wendel agrees to undertake an Investment Grade Audit ("IGA") to determine the baseline consumption and operational characteristics of facilities selected by Owner ("Facilities") and to identify Energy Conservation Measures ("ECM's"). To enable the expeditious evaluation of the potential benefits of the envisioned project, a process of data collection and analysis described below will be utilized by Wendel.

- Review any applicable existing master facilities plan and/or other existing strategic planning documents to determine mission and related needs.
- Review current capital projects and asset replacement plans.
- Review any anticipated changes in Facilities structures or their heating, cooling, lighting, or other systems, and their respective energy requirements.
- Review energy consumption data for up to three (3) years and other data as may be needed to develop a baseline for future energy use.
- Survey energy-consuming or energy-saving equipment used at the Facilities.
- Survey energy management and other relevant operational or maintenance procedures utilized at the Facilities.
- Where necessary, install devices (e.g. light and motor loggers) that will measure actual usage hours for specific Facilities subsystems.
- Review previous Facilities assessment studies, occupancy and usage information, square footage by building, etc.

Estimated Schedule

It is the intent and commitment of Wendel and Owner to work diligently, and cause others under their direction to work diligently, toward meeting the following timeline:

<u>Task</u>	<u>Estimated Completion Time</u>
Sign Investment Grade Audit Agreement	2 Weeks
Deliver Draft Investment Grade Audit	16 Weeks
Sign Project Development Agreement (Design Scope of Work)	TBD*
Deliver Draft Project Contract Documents	TBD
Deliver Final Project Contract Documents	TBD
Execute the Project Build and Assured Performance Contracts	TBD

* For work beyond the IGA, the Owner and Wendel shall execute additional agreements: (i) a Project Development Agreement ("PDA") to be signed upon Owner's review of the IGA and selection of ECM's Owner wishes to pursue, and (ii) Project Build Contract and Assured Performance Contract upon completion of the PDA and Owner's decision to proceed with implementation.

Investment Grade Audit Fee

Upon receipt of this signed Agreement, it is expected that Wendel will begin work on the IGA. The IGA Fee shall be as follows per Wendel's Proposal:

Wastewater Treatment Facilities	\$35,000
Town Buildings	\$20,000
Total IGA Fee	\$55,000

The above fee was calculated based on the scope of work as indicated in Attachment A.

Payments

For a project that is implemented using an Energy Savings Performance Contract, the IGA Fee shall be included in the overall project financing and will not be invoiced prior to project financing.

For a project that is not implemented using an Energy Savings Performance Contract deriving from this IGA or for a project that has not entered in to additional agreements as described in the footnote to the estimated schedule within 90 days of IGA completion, the IGA Fee shall become due and paid in full within 30 days of IGA invoice date.

Milestones

The IGA work shall be considered 25% complete upon completion of field surveys, 50% complete upon completion of energy baseline development, 75% complete upon completion of energy saving calculations, 90% complete upon delivery of draft IGA report, and 100% complete upon delivery of final IGA report.

The Owner has the ability to remove sites from the IGA work for any reason at any time. Owner shall pay Wendel the fee, for sites removed, per the milestone schedule and fees listed above. Sites removed prior to completion of a milestone shall be paid based on a percent complete of said milestone.

Grants and Incentives

Wendel will apply for applicable grants and incentives on the Owner's behalf. Awarded grants and incentives will be used to offset the cost of the IGA.

Management

To facilitate Agreement objectives both parties will appoint a manager whose responsibility shall be to manage the parties respective contractual responsibilities, monitor schedules and act as liaison with their respective internal personnel and management.

Terms and Conditions

This Agreement shall be subject to the attached terms and conditions.

Wendel

Owner

Signature

Signature

Joseph DeFazio
Printed Name

Printed Name

Executive Vice President
Title

Title

Date

Date

TERMS AND CONDITIONS

Obligations of Owner. Owner will work in a diligent and timely manner with Wendel to facilitate the contractual services required herein. To ensure a cooperative and successful effort, Owner will commit to open disclosure of information required for the performance of services, will properly position Wendel with its staff, and will make available subject matter knowledgeable staff in a timely manner to address unforeseen circumstances or other conditions that may arise.

Obligations of Wendel. Wendel commits to work in a diligent and timely manner with Owner to deliver the contractual services. Wendel will provide adequate and qualified resources to meet the schedule, and will work with Owner's management in a manner that enables Owner's management to make informed decisions.

Design Services. Architectural and engineering services ("Design Services") shall be procured from independent design professionals licensed to provide Design Services in the geographic location of the Facilities (the "Architect/Engineer"), who shall be retained by Wendel pursuant to a separate agreement between Wendel and the Architect/Engineer. The standard of care for Design Services performed under this Agreement shall be the care and skill ordinarily used by members of the architectural and engineering professions practicing under similar conditions at the same time in the geographic location of the Facilities.

Termination. Termination of this Agreement can be effected by written notice by the terminating Party to the other Party.

Indemnity. Each Party agrees to indemnify and hold harmless the other, including their respective officers, agents, directors, and employees, from all claims, demands, or suits of any kind, including all legal costs and attorney's fees, resulting from the intentional misconduct, negligent act and/or omission of their respective officers, agents, directors or employees.

Consequential Damages. NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

Non-appropriations Clause. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the Agreement, and no liability on account therefore shall be incurred beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

Confidentiality. Wendel shall not disclose or permit the disclosure of any confidential information except to its employees and other consultants who need such confidential information in order to properly prepare the Contract Documents. No information relative to the Project shall be released by Wendel for publication, advertising or for any other purpose without prior approval of the Owner.

Ownership of Documents. All documents, drawings, specifications, electronic data and information prepared, provided or procured by Wendel, its Architect/Engineer, subcontractors and consultants, including the Investment Grade Audit (collectively the "Documents") under this Agreement are and remain the property of Wendel as instruments of service. Owner will receive full ownership rights in the IGA upon full payment of the fee therefore. Any use by Owner of the Documents is at Owner's sole risk, and Owner will indemnify and save harmless Wendel for any liability that may arise out of Owner's use thereof.

Force Majeure. Wendel cannot be responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this Agreement was prepared and executed.

Purchase Orders. Owner acknowledges and agrees that any purchase order issued by Owner in accordance with this Agreement is intended only to establish payment authority for Owner's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement.

Waiver. No waiver by either Party hereto or any failure or refusal by the other party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such Party to so comply.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to principles of conflict of laws.

Binding. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

Entire Agreement. This Agreement, together with the RFP and Proposal embody and constitute the entire understanding between the parties with respect to the transaction contemplated hereby.

Authority. Each Party represents and warrants to the other that it has the requisite authority to execute, deliver and perform this Agreement, and, that upon such execution and delivery, this Agreement shall constitute a valid and binding obligation of such party, enforceable against such party to the fullest extent permitted by law and in accordance with the terms and conditions hereof.

ATTACHMENT A – Scope of Work

PROJECT LOCATIONS:

Wastewater Treatment Facilities
Community Park(s)
Town Hall Complex (old school buildings)
Marshal's Office
Streets Yard
Library
Swimming Pool/Skate Park
Senior Center
Archeology Center

PROJECT TASKS:

Lighting Improvements (all sites)

Wendel will review the existing lighting system and identify the current lighting technology being utilized for general illumination. Fixture counts will be made based on owner provided drawings, floor plan take offs, and site visits. Wendel we estimate the potential for conversion of the interior lighting system to LED technology and upgrades with occupancy sensors.

HVAC System Improvements (all sites)

Wendel will identify unitary HVAC equipment, systems and controls. We will perform an evaluation for a one-for-one replacement with modern energy efficient equipment. These items are likely to include roof top units and split systems. Wendel will review existing system drawings and work with facility personnel to investigate the type and methodology for distributing air and ventilating the building. Air flows of the system will be based on data provided by the owner either through balancing reports or equipment drawings. Changes to this system will be based on general industry standards and not engineering load calculations. Wendel will review the type and level of control of the existing energy management system. Wendel will identify opportunities for adjustments to the existing energy management system. These may include items such as space temperature and schedule adjustments.

Pump | Motors | Fans (not otherwise covered) (all sites)

Motor replacements and VFD installations will be investigated to reduce electrical energy consumption and demand. Wendel will tabulate the HP, efficiency, and hours of operation of motors greater than 5 HP, operating over 4,000 hours per year. Motor loading, power factor, and efficiency will be estimated based on the age of the equipment and available nameplate data. Wendel will identify feasible motor retrofits and determine annual energy and maintenance cost savings.

Building Envelope (all sites)

Building envelope improvements will be evaluated. The evaluation will include items such as windows, doors, insulation, weather stripping, window frame sealing, roof wall joint sealing, and door sweeps.

Aeration Upgrades (Wastewater treatment plant)

The potential exists to perform equipment and process modifications that would provide more efficient

- 1.

transfer of oxygen as well as increasing the flexibility of the process to reduce excess levels of aeration while enhancing performance. The analysis will evaluate the aeration system holistically to include diffuser, blower, and control strategy combinations. Energy efficient alternatives that will be evaluated include the following:

- Fine bubble diffusers for enhanced oxygen transfer efficiency.
- Ultra-fine bubble diffusers for enhanced oxygen transfer efficiency.
- Turbo blowers to efficiently supply air to the aeration system over the full operational demand range.
- Hybrid blowers to efficiently supply air to the aeration system over the full operational demand range.
- New positive displacement blowers to efficiently supply air to the aeration system over the full operational demand range.

Solids Dewatering and Disposal (Wastewater treatment plant)

The current treatment process employs a belt filter press dewatering system. An opportunity exists to reduce solids disposal costs and develop options for beneficial use of waste solids in an environmentally friendly manner. Waste solids data will be collected and analyzed to determine the following:

- Status of current dewatering system
- Investigate sludge disposal options, including Class B vs. Class A solids
- Viability of digestion and sludge stabilization options

Prospective improvements include installation of Green technologies such as a solar drying system to produce a Class A sludge in an energy efficient and environmentally friendly manner. The evaluation will consider the requirements of different options related to sludge disposal and the associated energy usage.

Photo Voltaic Array (Wastewater treatment plant, other sites possible)

The Waste Water plant purchases power from the Utility and is the largest energy user in the Town. The Town has expressed an interest in exploring the economic benefit of offsetting utility power with power generated by an onsite PV system. An onsite investigation will be conducted to identify suitable locations for a PV array. The locations will be evaluated based on orientation, shading, electric interconnection, and amount of space available. Various mounting options (ground, roof, and canopy) will also be assessed and the pros/cons evaluated. A detailed energy production calculation will be completed for each promising scenario

Including renewable energy technologies into a comprehensive energy project is a great way to increase efficiency, reduce operating costs, and reduce greenhouse gas emissions. Implementing renewable projects also demonstrates sustainability leadership in the community

DELIVERABLES:

The following represents the anticipated deliverables from Wendel for the project. Each deliverable will consist of one (1) hard copy.

1. Draft IGA Report for Review and Comment (PDF)
2. Final IGA Report (PDF)

EXCLUSIONS:

The following services are excluded from this proposal

1. Any and all work not specifically included in the above "scope of work" is excluded.
2. Hazardous materials sampling and abatement design.
3. Testing and balancing of any system, this includes but is not limited to air flow and fluid flow measurements at either the central units or terminal equipment.

4. Electrical component testing including but not limited to, current measurements, voltage measurements, phase to phase voltage differential.
5. Labor / cost associated with controls vendor.
6. Retro-commissioning services to verify proper operability and/or optimization of any particular system.
7. Detailed energy calculations with fully vetted energy calculations are not included. These calculations shall be considered preliminary. Assumptions within these calculations will need to be vetted during future project phases.
8. Plug loads or other equipment / systems not specifically listed.
9. Capital intensive improvements options with limited or no energy saving potential.

ASSUMPTIONS:

In preparing this proposal, Wendel has made the following assumptions regarding the Scope of Work:

1. Wendel personnel will have access to the site, owner's personnel and information in support of existing condition investigations.
2. No special safety equipment or training is required to perform necessary audit functions.
3. The owner will provide basic facility documentation such as:
 - a. site plans;
 - b. equipment lists and/or equipment schedules;
 - c. mechanical, plumbing and electrical drawings;
 - d. O&M manuals for existing equipment;
 - e. Balancing reports
4. Trend data will be available for points connected to the energy management system.
5. The owner will provide HVAC maintenance records.
6. The owner will provide two years' worth of electric, steam, natural gas and water usage and costs. The format of this data will be electronic in excel based spreadsheet. Additionally, copies of actual bills will be provided.
7. A knowledgeable guide will be provided by the owner to escort Wendel's field auditors.
8. All work can be performed during normal business hours (Monday – Friday 7am to 5pm).
9. Where data is not available assumptions will be made based on observations and industry standards. These assumptions will be noted and investigated in future phases.