

**AMENDED AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, JUNE 7, 2017 at 6:30 P.M.**

ADDING ITEM 7A.

DISCUSSION, CONSIDERATION AND POSSIBLE APPROVAL OF A REVISED JOB DESCRIPTION FOR THE POSITION OF CODE ENFORCEMENT OFFICER TO MORE ACCURATELY REFLECT THE JOB REQUIREMENTS AND DUTIES FOR THIS POSITION. Staff Resource: Carmen Howard

AND

ADDING JUNE 16, 2017 WORK SESSION REMOVING JUNE 14, 2017 WORK SESSION



Support your local merchants
AMENDED AGENDA

**TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, JUNE 7, 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 – May 17, 2017
 - 2) Regular Session – May 17, 2017
 - b) **Set Next Meeting, Date and Time:**
 - 1) ~~Wednesday, May 24, 2017 at 6:30 p.m. – Council Hears Planning & Zoning Cancelled~~
 - 2) ~~Wednesday, June 7, 2017 at 6:30 p.m. – Regular Session~~
 - 3) ~~Wednesday, June 14, 2017 at 6:30 p.m. – Work Session~~
 - 4) **FRIDAY JUNE 16, 2017 AT 8:00 A.M. – WORK SESSION**
 - 5) Wednesday, June 21, 2017 at 6:30 p.m. – Regular Session
 - 6) Wednesday, June 28, 2017 at 6:30 p.m. – Council Hears Planning & Zoning
 - c) **Possible approval of Liquor License Application for Acquisition of Control for Andrea Dahlman Lewkowicz-Walgreen Arizona Drug Company located at 475 W Finnie Flat Road in Camp Verde, AZ.**
5. **Special Announcements and presentations:**
 - **Proclamation declaring June 30, 2017 in Memory of the Granite Mountain Hotshots**
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. **Presentation and update by Verde Valley Archaeology Center Executive Director Ken Zoll.**
- 7A. **DISCUSSION, CONSIDERATION AND POSSIBLE APPROVAL OF A REVISED JOB DESCRIPTION FOR THE POSITION OF CODE ENFORCEMENT OFFICER TO MORE ACCURATELY REFLECT THE JOB REQUIREMENTS AND DUTIES FOR THIS POSITION. Staff Resource: Carmen Howard**
8. **Discussion, consideration and possible approval of the FY 18 debt levy certification to Yavapai County for \$688,195, acting as the Trustee to the Camp Verde Sanitary District. Staff Resource: Michael Showers**

9. **Discussion, consideration and possible authorization to award contract to the lowest, responsible bidder to install 665 linear feet of a future 8" force main within the ADOT State Route 260 Highway Improvements. The bid opening will be held on Monday, June 5, 2017. Staff Resource: Ron Long**
10. **Discussion, consideration and possible approval of the FY18 special assessment levy of \$252,390 for annual payments against the Camp Verde Sanitary District's USDA notes, acting as the Trustee to the Camp Verde Sanitary District. Staff Resource: Michael Showers**
11. **Discussion, consideration and possible approval of contract with Judge Paul A Schlegel for a 2 year period beginning July 1, 2017 through the 30th day of June 2019 in the amount of \$104,000 per year. Staff Resource: Judge Schlegel**
12. **Discussion, and possible direction from Council regarding an opportunity to extend our payments against the unfunded pension liability for an additional ten (10) years. Staff Resource: Michael Showers**
13. **Discussion, consideration and possible approval of agreement to finance Computers, Mobile Computers for Marshal's Vehicles, Networking, Security and Building Access Software and Hardware for 3 years from Cisco. Staff Resource: Russ Martin**
14. **Discussion, consideration and possible direction to staff relative to proposed legislation by the 53rd State Legislature.**
15. **Call to the Public for items not on the agenda. (Please complete Request to Speak Card and turn in to the Clerk.)**
16. **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.
17. **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.
18. **Adjournment**

Posted by: *Michael Showers* Date/Time: 6-6-2017 8:50 a.m.
Note: Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0023

38-431.01 Meetings shall be open to the public
A. All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All Legal Action of public bodies shall occur during a public meeting.

- Bashas's Community Board
- Town Hall
- Website



Support your local merchants
AGENDA

**TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, JUNE 7, 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 – May 17, 2017
 - 2) Regular Session – May 17, 2017
 - b) **Set Next Meeting, Date and Time:**
 - 1) Wednesday, May 24, 2017 at 6:30 p.m. – Council Hears Planning & Zoning-Cancelled
 - 2) Wednesday, June 7, 2017 at 6:30 p.m. – Regular Session
 - 3) Wednesday, June 14, 2017 at 5:30 p.m. – Work Session
 - 4) Wednesday, June 21, 2017 at 6:30 p.m. – Regular Session
 - 5) Wednesday, June 28, 2017 at 6:30 p.m. – Council Hears Planning & Zoning
 - c) **Possible approval of Liquor License Application for Acquisition of Control for Andrea Dahlman Lewkowicz-Walgreen Arizona Drug Company located at 475 W Finnie Flat Road in Camp Verde, AZ.**
5. **Special Announcements and presentations:**
 - **Proclamation declaring June 30, 2017 in Memory of the Granite Mountain Hotshots**
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. **Presentation and update by Verde Valley Archaeology Center Executive Director Ken Zoll.**
8. **Discussion, consideration and possible approval of the FY 18 debt levy certification to Yavapai County for \$688,195, acting as the Trustee to the Camp Verde Sanitary District. Staff Resource: Michael Showers**
9. **Discussion, consideration and possible authorization to award contract to the lowest, responsible bidder to install 665 linear feet of a future 8" force main within the ADOT State Route 280 Highway Improvements. The bid opening will be held on Monday, June 5, 2017. Staff Resource: Ron Long**

10. **Discussion, consideration and possible approval of the FY18 special assessment levy of \$252,390 for annual payments against the Camp Verde Sanitary District's USDA notes, acting as the Trustee to the Camp Verde Sanitary District. Staff Resource: Michael Showers**
11. **Discussion, consideration and possible approval of contract with Judge Paul A Schlegel for a 2 year period beginning July 1, 2017 through the 30th day of June 2019 in the amount of \$104,000 per year. Staff Resource: Judge Schlegel**
12. **Discussion, and possible direction from Council regarding an opportunity to extend our payments against the unfunded pension liability for an additional ten (10) years.**
13. **Discussion, consideration and possible approval of agreement to finance Computers, Mobile Computers for Marshal's Vehicles, Networking, Security and Building Access Software and Hardware for 3 years from Cisco. Staff Resource: Russ Martin**
14. **Discussion, consideration and possible direction to staff relative to proposed legislation by the 53rd State Legislature.**
15. **Call to the Public for Items not on the agenda. (Please complete Request to Speak Card and turn in to the Clerk.)**
16. **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.
17. **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.
18. **Adjournment**

Posted by:

Wagner Jones

Date/Time:

6-2-2017

3:40 p.m.

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

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0023

38-431.01 Meetings shall be open to the public

A. All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All Legal Action of public bodies shall occur during a public meeting.

- Bashas's Community Board
- Town Hall
- Website

H. 11

DRAFT MINUTES

**TOWN OF CAMP VERDE
WORK SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, MAY 17, 2017 at 5:00 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 5:00p.m.

2. **Roll Call**

Mayor Charles German, Vice Mayor Jessie Murdock (5:16 pm), Councilor Robin Whatley, Councilor Jackie Baker, Councilor Buck Buchanan, Councilor Dee Jenkins, and Councilor Brad Gordon (5:46 pm).

Also Present

Town Manager Russ Martin, Marshal Gardner, Town Clerk Virginia Jones and Recording Secretary Jennifer Shilling.

3. **Pledge of Allegiance**

Mayor German led the Pledge.

4. **Discussion with Manager and Finance Director regarding but not limited to the 2017-18 Budget, Capital Improvement Plan, followed by possible direction to staff.**

Town Manager Russ Martin explained how he'd like to see the meeting go tonight when going through the tentative 2017-18 budget. He would like to start with revenue discussions, and then go through relative details which are based on the projects that staff would like. He would then outline the CIP projects. He would like to hold a meeting July 12th to go over Park financing. Get bids and then decide in the fall if Council would like to borrow money. This would carve out the biggest piece of the pie and then after that, have the final budget approval in July/August. He would like to be as conservative as he can. There will be room to adjust things before the final budget is approved.

Mr. Martin explained where the numbers are with revenues. The current revenue report projects them down about \$400,000. Mr. Martin has gone through the budget by line item and projects that it will be down about \$300,000 (plus) in expenditures. He projects they will still be in the red operationally. He is comfortable with this projection. Mr. Martin feels that they are ahead of the game, and in a good financial position. Councilor Whatley wanted to verify that we have enough in Reserve. Financial Manager Mike Showers feels the Town is better off than originally thought. Mr. Martin feels that staff has been good about their spending and are being conservative. Councilor Jenkins stated that her concern going forward is, if we are flat this year and then again next year, how do we grow that and still maintain everything that we want to do. Mr. Martin explained that will show how he will do this as he goes through the budget today. Sacrifices may have to be made in lean years.

Mr. Martin explained where the numbers are with expenses. He explained that he spoke with staff to see what they would have to have.

Risk Management- is asking to increase the Safety Officer allocation of time/wages to an 80/20 split. He is recommending against this because of the additional mapping/inspecting of Storm water requirements. He doesn't want to put pressure on the time frames that Community Development Director, Carmen Howard would need to help fulfill that interdepartmental requirement for Storm water. Councilor Baker wanted to remind Council that AMRRP has a fulltime person to help risk pool members with whatever they need. That department could use this as an option to help out with inspections. Mr. Martin is glad this was brought up, and thinks that might be a good idea.

Library is requesting a budget increase to move two employees from part time to full time. Mr. Martin would love to prioritize this, but it is not a priority now. This would be a large leap in cost and they are not seeing revenue to offset the increasing

services quite yet.

CVMO is requesting a deputy position and a fulltime records clerk. Mr. Martin explained that he feels that more money should be given to current staff instead of hiring another position.

Community Development, would like a scanner to assist in digitizing the department. Mr. Martin doesn't feel they have enough staff or time to get the work done. He suggests work on GIS this year and then scan items next year.

Court is requesting a fulltime Judge. Mr. Martin feels they cannot fund a fulltime person. If the Judge is hired fulltime, they would have to pink slip the part timer that is already in there. Mr. Martin would like to hold on to staff who are already in there.

Public Works would like a Drafts Person. This fulltime position has opened up but they have not hired anyone yet. They are actively recruiting for this position as part time or under contract The fulltime position has been cut out of general fund.

Parks and Recreation and Storm Water Department are also requesting more staffing. Seasonal help is still budgeted to help out. Mr. Martin feels a fulltime position in these departments could be held off for a while. They will still have staff for camp and are currently looking for summer help if anyone is interested.

Cleaning - Mr. Martin agrees that this is a need but would be a long term structural change that would require almost a permanent annual budget allocation.

Sewer is asking for a laborer. Mr. Martin would like to hold on this for now and maybe delay this until the fall/winter season.

Councilor Baker stated that what has been discussed tonight is eliminating or not adding personnel to get jobs done. She feels that all department heads gave great evidence and support for all the requests they had made. She is worried about asking them to do more with less. She asked what are the other options that we could cut back to allow department heads to get what they need? Mr. Martin explained the reason for taking away is to be able to give a COLA and a wage adjustment. They did a salary survey and found they are 90% of market and are better off than you think we are. If a 2.3% COLA was given then you would be spending about \$100,000. Another option for an increase would be 1.8% and maybe adjust wages in house which would be about \$80,000. Councilor Baker asked if this has been discussed with the department heads? Mr. Martin said yes and they are afraid if they were to cut out any wage increase they would lose employees and spend more recruiting new employees. Councilor Whatley appreciates putting in a COLA. She feels it tells our employees that we do value them. Councilor Jenkins would want it to be noticeable to the employees. Mr. Martin stated insurance cost are going up 4%. Councilor Murdock stated what you put in is what you get out.

Councilor Jenkins stated that when you start introducing more payroll, it's a fixed expense. She would like to see a real plan how to collect the money before bringing on more people.

CIP Budget- a \$200,000 transfer from Reserves is budgeted, \$350,000 from .65 monies to cover debt or existing projects. \$550,000 from general fund to go against an additional \$250,000 thousand from HURF.

These funds will go towards these projects-

- Parks Department \$250,000.
- Mobile Data Computers between \$65-\$80,000 and Mr. Martin would like to get the ok from Council to start moving forward on this project.
- The next phase of the Rezonnic Park \$20,000
- IT/Security \$18,000
- Roads \$450,000

Mr. Martin received a number from CISCO to install all campus key code locks and security cameras. The Council will need to decide what you want to do first. Mr. Martin suggests getting new servers first at about \$60,000. Then add some level of security at about \$25,000. The server stability and other issues at about \$50,000. This would also replace 20-25 computers on desks. CISCO would fund this total of \$150,000 with about 2% interest.

Mr. Martin would like to have a signed agreement to CISCO by the June 3rd meeting to be able to get the servers up and running. Councilor Gordon asked if mobile data security comes in the CISCO package? Mr. Martin said yes, they could finance it. He will work on this.

5. **Adjournment**

Mayor adjourned the meeting at 6.24 p.m.

Charles German, Mayor

Jennifer Shilling, Recording Secretary

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Work Session of Camp Verde, Arizona, held on May 17, 2017. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2017.

Virginia Jones, Town Clerk

DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, MAY 17, 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 6:30p.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 Buck Buchanan.

Also Present

Town Manager Russ Martin, Building Official Robert Foreman, Town Clerk Virginia Jones and Recording Secretary Jennifer Shilling.

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

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

a) Approval of the Minutes:

- 1) Regular Session – May 3, 2017

b) Set Next Meeting, Date and Time:

- 1) Wednesday, May 24, 2017 at 6:30 p.m. – Council Hears Planning & Zoning Matters-Cancelled
- 2) Wednesday, June 7, 2017 at 6:30 p.m. – Regular Session
- 3) Wednesday, June 14, 2017 at 5:30 p.m. – Work Session
- 4) Wednesday, June 21, 2017 at 6:30 p.m. – Regular Session
- 5) Wednesday, June 28, 2017 at 6:30 p.m. – Council Hears Planning & Zoning Matters

Motion was made by Councilor Gordon, seconded by Council Baker to approve the Consent Agenda.. Council unanimously approved the Consent Agenda.

- 5. **Special Announcements and presentations:**
 - No Presentations or Announcements

- 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))

There were no comments from the Public.

- 7. **Public Hearing followed by discussion, consideration and possible approval of the Resolution 2017-979, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona adopting fees for Town Services for FY 2017-18 and superseding Resolution 2016-963.**

- **Staff Comments-** Financial Director Mike showers stated the fee schedule is the same as last year with the

exception of the Building Department and advised that Building Official Robert Foreman is here to answer any questions. Councilor Gordon stated that he noticed permit fees have increased, and wondered how long has it been since those fees were increased. Building Official Robert Foreman stated the fees were last increased in September of 2014. Town Manager Russ Martin stated it is a 3% increase adjustment to keep it from making bigger leaps in the future.

- **Public Hearing Open:** 6:39p.m.
No public comments.
- **Public Hearing Closed:** 6:40p.m.

Motion made by Councilor Baker, seconded by Council Jenkins to approve the Resolution 2017-979, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona adopting fees for Town Services for FY 2017-18 and superseding Resolution 2016-963. Motion carried unanimously.

8. Discussion, consideration and possible direction to staff relative to proposed legislation by the 53rd State Legislature.

Town Manager Russ Martin gave the Council a heads up that he will be doing a "My Turn" centering around the State's budget and the Town's HURF money. The state has taken money out of the HURF Fund and now the Town has to take money out of Reserves to cover the cost. He will be putting together a relatively direct statement. In his statement he would explain that in the last 10 years running, the state has kept \$200,000 a year (2 million) that they could be using on their streets. Mr. Martin is also concerned with the state not raising gas tax for 25yrs. This could be another half a million more in the fund the Town could be using. Mr. Martin is letting the Council know he will be submitting this because he will be putting his name on the statement.

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

Gabriella Goodman- The owner of the Taco Shop at the roundabout on Hwy260-117. Ms. Goodman stated that customers are asking what will be placed on top of the roundabout. And suggested a statue of a Pioneer Soldier that would make a statement of who we are and what we are about. Goodman offered to take the lead on fund raising for this project indicating she knows an artist in Sedona that might be able to donate some of the work. Mayor German stated that staff would get in touch with her to let her know how she can help. Town Manager Russ Martin stated the Town went after a grant to cover the cost of whatever is placed in the roundabouts and it is still an option. Martin stated that the roundabouts have already been plumbed and have electric going to them. Ms. Goodman would like to have maintenance budgeted for roundabouts and not see weeds take them over. Mr. Martin stated that ADOT has their own orders and those might be different from what Town wants. Public is encouraged to call ADOT with comments.

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.

Councilor Baker- seconds Russ's response to the State indicated she wished the State would use the funds they took away from the town to address the maintenance on the highways, around the roundabouts and the weeds growing along the roadways.

Councilor Gordon- Attended the Water Conference, and took the Field Trip to the head waters of the Verde River.

Councilor Murdock- Participated in the Jacob Teague Memorial Walk, and stated that she supports K9 Officers and the Marshall's Office. She stated she was disappointed in the turnout from the community for the Budget Forum. Only five people from the community were present. She stated she appreciates what Mike and staff put into the presentation and please pass that on to them.

Councilor Buchanan- Attended the Water Conference, took a trip to all the parks sites, stating that Steve Ayers was the host and did a marvelous job. He also attended the District Governing Board Meeting for Yavapai College,

Mayor German- attended the Water Conference, which covered 2 days. There were about 224 individuals that registered for conference. He had the privilege to introduced former Tribal Chairman Vince Randal.

- 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.

Mr. Martin explained that he has completed his Staff Report. It covers property taxes and staffing levels.

- 12. **Adjournment**

Mayor adjourned the meeting at 7:05 p.m.

Charles German, Mayor

Jennifer Shilling, Recording Secretary

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session Mayor and Common Council of the Town Council of Camp Verde, Arizona, held on May 17, 2017. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2017.

Virginia Jones, Town Clerk



Agenda Item Submission Form - Section I

Meeting Date: June 7, 2017

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

Requesting Department: Town Clerk

Staff Resource/Contact Person: Virginia Jones

Agenda Title: Possible approval of Liquor License Application for Acquisition of Control for Andrea Dahiman Lewkowicz-Walgreen Arizona Drug Co. located at 475 W Finnie Flat Road in Camp Verde, AZ.

List Attached Documents: Application for Acquisition of Control

Estimated Presentation Time:

Estimated Discussion Time:

Reviews Completed by: N/A

Department Head: _____

Town Attorney Comments: N/A

Finance Department N/A

Fiscal Impact: None

Budget Code: N/A _____ **Amount Remaining:** _____

Comments:

Background information

ARS §4-203.F states that if a person other than those persons originally licensed acquires control over a license or licensee, the person shall file a notice of the acquisition with the Director within 15 days after such acquisition of control and a list of officers, director or other controlling persons on a form prescribed by the Director.... The Local Governing Body may protest the acquisition of control within sixty days based on the capability, reliability and qualification of the person acquiring control. (See Attached) Posting of the Application is not required by law.

Recommended Action (Motion):

Approve Liquor License Application for Acquisition of Control for Andrea Dahiman Lewkowicz-Walgreen Arizona Drug Co. located at 475 W Finnie Flat Road in Camp Verde, AZ.

Instructions to the Clerk: Process application and send to Department of Liquor License



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

RECEIVED
 MAY 15 2017

BY _____

NOTIFICATION TO LOCAL GOVERNING BODY

AGENT CHANGE

ACQUISITION OF CONTROL AND AGENT CHANGE

ACQUISITION OF CONTROL

LIQUOR LICENSE NO: 10133214
 DATE PROCESSED: 05/10/2017

APPLICATION ACCEPTED BY: JB/AP
 60TH DAY: 07/09/2017

A.R.S. § 4-203.F

If a person other than those persons originally licensed acquires control over a license or licensee, the person shall file notice of the acquisition with the Director within fifteen business days after such acquisition of control and a list of officers, directors or other controlling persons on a form prescribed by the Director. All officers, directors or other controlling persons shall meet the qualifications for licensure as prescribed by this title. On request, the director shall conduct a pre-investigation prior to the assignment, sale or transfer of control of a license or licensee, the reasonable costs of which, not to exceed one thousand dollars, shall be borne by the applicant. The pre-investigation shall determine whether the qualifications for licensure as prescribed by this title are met. On receipt of notice of an acquisition of control or request of a pre-investigation, the Director shall forward the notice within fifteen days to the local governing body of the city or town, if the licensed premises is in an unincorporated area, or the county, if the licensed premises is in an incorporated area. **The Local Governing Body of the city, town or county may protest the acquisition of control within sixty days based on the capability, reliability and qualification of the person acquiring control. If the Director does not receive any protests, the Director may protest the acquisition of control or approve the acquisition of control based on the capability, reliability and qualification of the person acquiring control.** Any protest shall be set for a hearing before the Board. Any transfer shall be approved or disapproved within one hundred five days of the filing of the notice of acquisition and control. The person who has acquired control of a license or licensee has the burden of an original application at the hearing, and the board shall make its determination pursuant to section 4-202 and this section with respect to capability, reliability and qualification.



State of Arizona
 Department of Liquor Licenses and Control
 800 W. Washington 5th Floor
 Phoenix, AZ 85007
 (602) 542-5141

DLIC USE ONLY

Date Processed: 5-10-17

CSE: JB/AP

60th Day: 7-9-17

17 MAY 10 11:23 AM '17

APPLICATION FOR AGENT CHANGE – ACQUISITION OF CONTROL – RESTRUCTURE

NOTE: 1) The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H) NOTE 2) the \$100.00 fee for restructure/acquisition of control MUST be submitted with this application. (A.R.S. 4-209.A)

SECTION 1

Check the appropriate boxes

<input type="checkbox"/> Agent Change Complete Sections 1,2,3,4,5 & 7	<input checked="" type="checkbox"/> Acquisition of Control Complete Sections 1,2, 3 & 7	<input type="checkbox"/> Restructure Complete Sections 1,2,3,6 & 7
--	--	---

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name: LEWKOWITZ ANDREA DAHLMAN 10133214
(EXISTING AGENT OR NEW AGENT) Last First Middle Liquor License #

2. Owner Name: WALGREEN ARIZONA DRUG CO. Corp File #: 00449518
(Exactly as it appears on Liquor License) (If applicable)

3. Business Name: WALGREENS #12385 Email: ANDREA@LEWKLAW.COM
(Exactly as it appears on Liquor License)

4. Business Location Address: 475 W FINNIE FLATS RD CAMP VERDE YAVAPAI 86322
(Do not use P.O. Box Number) City COUNTY Zip

5. Is the Business located within the incorporated limits of the above City or Town? Yes No

6. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? Yes No If Yes, what City, Town or Tribal Reservation is this Business located in: _____

7. Mailing Address: 2600 N. CENTRAL AVE. STE. 1775 PHOENIX AZ 85004
City State Zip

8. Business Phone: (928) 239-3187 Daytime Contact Phone (602) 200-7222

9. Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? Yes No If yes, submit a certified copy of minutes.

10. Has there been any change of Controlling Persons? Yes No If yes, submit a copy of the minutes, amended articles of organization and/or amended operating agreement showing change

SECTION 3 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each new person listed in section III must submit a questionnaire (form LICD101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

1. List all Controlling Persons to be disclosed, current and new.

New	Last	First	Middle	Title	Address	City	State	Zip
<input type="checkbox"/>	SEE ATTACHED							
<input type="checkbox"/>								
<input type="checkbox"/>								
<input type="checkbox"/>								

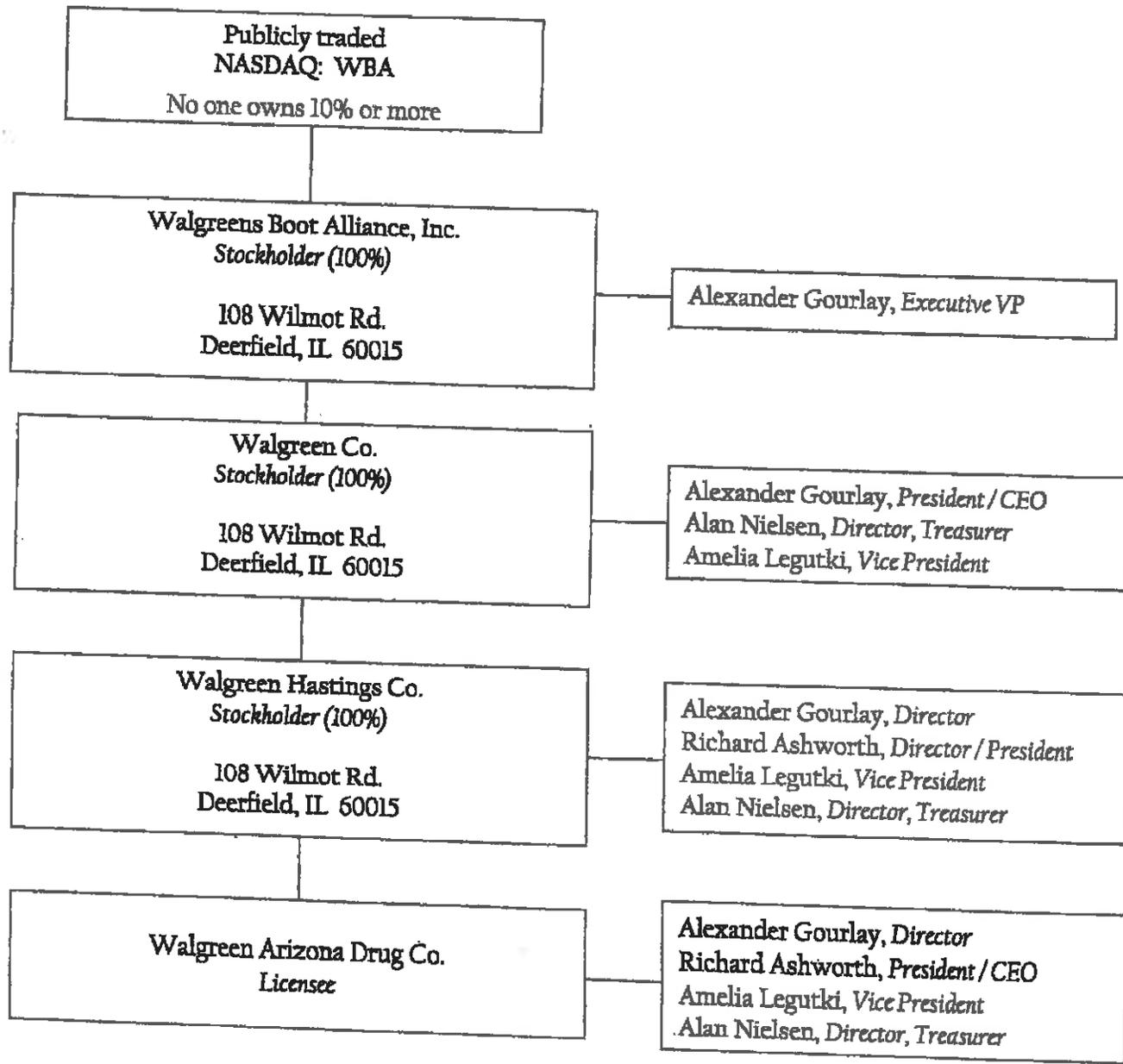
(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders, percentage owners and/or Controlling Members owning 10% or more

New	Last	First	Middle	% Owned	Address	City	State	Zip
<input type="checkbox"/>	SEE ATTACHED							
<input type="checkbox"/>								
<input type="checkbox"/>								
<input type="checkbox"/>								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

If the ownership is owned by another entity, ATTACH AN OWNERSHIP FLOWCHART SHOWING THE OFFICERS, MEMBERS, CONTROLLING PERSON AND 10% OR MORE OWNERS FOR THE ENTITIES. Attach additional sheets as necessary in order to disclose all persons.



SECTION 4

(COMPLETE THIS SECTION FOR AGENT CHANGE)

1. As an Agent, will you be physically present and operating the licensed premise? Yes No
If you answered YES, you must provide a copy of your Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider BEFORE YOUR APPLICATION FOR AGENT ACQUISITION OF CONTROL OR RESTRUCTURE CAN BE SUBMITTED. If you answered NO, go to question 2.

2. Is there a current Manager at this license premises disclosed to the Department with the current Basic and Management Training Certificate? Yes No
If yes, Name of current Manager: _____

Basic Training Yes No Management Training Yes No

If "NO" for 1 and 2, a Manager with a current Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider must be submitted within 30 days after filing the application for Agent Change, Acquisition of Control or Restructure.

SECTION 5

(COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License # _____

2. Current Agent Name: _____
(Exactly as it appears on license) Last First Middle

I, (Print full name) _____ hereby consent to the appointment of Agent for this license. I agree to immediately assign a new Agent in the event that I am unable to discharge the duties of Agent for this license. I have not been convicted of a felony in the last five (5) years.

X _____
(Controlling Person/Existing Agent)

State of _____ County of _____
The foregoing instrument was acknowledged before me this

My commission expires on: _____

Day of _____ Month _____ Year

Signature of NOTARY PUBLIC

SECTION 6

(COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? YES NO

If YES, SEPARATE APPLICATIONS must be filed and fees paid for each license/location.

Type of current ownership:

Type of new ownership:

- J.T.W.R.O.S.
 INDIVIDUAL
 PARTNERSHIP
 CORPORATION
 LIMITED LIABILITY CO.
 MANAGEMENT CO.
 TRIBE
 TRUST
 OTHER (Explain) _____

- J.T.W.R.O.S.
 INDIVIDUAL
 PARTNERSHIP
 CORPORATION
 LIMITED LIABILITY CO.
 MANAGEMENT CO.
 TRIBE
 TRUST
 OTHER (Explain) _____

SECTION 7

(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by Controlling Person or existing Agent (if no agent changes) OR NEW Agent if applying for Agent change as listed in Section 2 Question 1.

I, (Print full name) ANDREA DAHLMAN LEWKOWITZ, hereby declare that I am the APPLICANT filing this application. I have read the application and the contents and all statements are true, correct and complete.

X _____
(Controlling Person/Existing Agent)

State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this

My commission expires _____

8 of MAY 2017
Day Month Year



Signature of NOTARY PUBLIC



PROCLAMATION

In memory of the
GRANITE MOUNTAIN HOTSHOTS
June 30, 2017

WHEREAS, *The Granite Mountain Interagency Hotshot Crew was founded as a fuels mitigation crew in 2001, and became the first municipal hotshot crew in the United States; and*

WHEREAS, *The Granite Mountain Hotshots were an elite ground firefighting crew, which hailed from diverse backgrounds and worked long hours in extreme environmental conditions while performing physically demanding fire line tasks; and*

WHEREAS, *On June 30, 2013 nineteen of the Granite Mountain Hotshots gave their lives in Yarnell protecting Arizona; and*

WHEREAS, *The loss of these 19 firefighters makes the Yarnell Hill Fire the worst wildland firefighter fatality incident in the United States; and*

WHEREAS, *The 19 members of the Granite Mountain Hotshots who lost their lives are:*

Andrew Ashcroft	Robert Caldwell	Travis Carter	Dustin Deford	Christopher MacKenzie
Eric Marsh	Grant McKee	Sean Misner	Scott Norris	Wade Parker
John Percin Jr.	Anthony Rose	Jesse Steed	Joe Thurston	Travis Turbyfill
William Warneke	Clayton Whitted	Kevin Woyjeck	Garret Zuppiger	

WHEREAS, June 30, 2013 is a day that all Arizona residence shall never forget.

THEREFORE, BE IT RESOLVED that the Mayor and Common Council of the Town of Camp Verde do hereby proclaim June 30, 2017 a day to remember all of the Granite Mountain Hotshots that gave their life in the line of duty.

Passed and approved by a majority vote of the Common Council at the Regular Session of June 7, 2017

Charles German, Mayor

Date

Attest:

Virginia Jones, Town Clerk



Agenda Item Submission Form – Section I

Meeting Date: June 7, 2017

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

Requesting Department: Economic Development

Staff Resource/Contact Person: Steve Ayers

Agenda Title (be exact): Annual presentation and update by the Verde valley Archaeology Center

List Attached Documents: None

Estimated Presentation Time: 15 minutes

Estimated Discussion Time: 5 minutes

Reviews Completed by:

- Department Head:
 Town Attorney Comments:

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Fiscal impact:

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

Comments:

Background Information: VVAC Executive Director Ken Zoll will present the council with an update of the Center to include accomplishments over the last year, a review of the various presentations the Center has participated in and an overview of its capital campaign and construction status regarding its planned facility on Homestead Parkway. .

Recommended Action (Motion): None

Instructions to the Clerk:

7.a.



Town of Camp Verde

Exhibit A - Agenda Item Submission Form - Section I

Meeting Date: June 7, 2017

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

Requesting Department: Community Development

Staff Resource/Contact Person: Carmen Howard, Community Development Director

Agenda Title (be exact): Discussion, consideration, and possible approval of a revised job description for the position of Code Enforcement Officer to more accurately reflect the job requirements and duties for this position..

List Attached Documents:

1. Revised job description.
2. Current job description

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 10 minutes

Reviews Completed by:

- Department Head: Carmen Howard
- Town Attorney Comments: N/A
- Finance Department N/A

Background Information:

While the Town is currently reviewing all job descriptions within the Town, an opening in Code Enforcement revealed the outdated job description for this position from 2008. Staff finds that the current Job Description for these position is not reflective of the current duties and requirements for this position as it functions in the department.

Recommended Action (Motion):

Approve the revised job description for Code Enforcement Officer.

Job Description



CODE ENFORCEMENT OFFICER

Department:	Community Development	Revised Date:	June 5, 2017
-------------	-----------------------	---------------	--------------

GENERAL PURPOSE: Under general supervision, performs field inspections and administrative support work in the investigation of complaints and violations of the Town of Camp Verde Municipal Codes.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

- Proactively identifies and resolves code violations, inspects properties for compliance with property maintenance, zoning, sign code, business license, housing safety regulations and other various municipal code violations
- Maintains case records including documentation of violations and compliance efforts
- Determines enforcement action necessary; issues violation notices, civil citations, or seeks criminal charges as necessary
- Conducts research of prior case reports, property ownership, and city and state records to facilitate resolution of complaints
- Pursues necessary abatement action including court ordered abatements to resolve property maintenance complaints
- Identifies properties that are hazardous and aids with decisions including demolition of structures based on property conditions
- Prepares for and conducts community education meetings related to code enforcement concerns
- Prepares information for court hearings, analyzes technical materials and testifies to assist in the prosecution of violators
- Performs other related duties as assigned or required.

MANAGERIAL RESPONSIBILITIES:

None.

Job Description

MINIMUM QUALIFICATIONS:

Education and Experience:

High School Diploma or G.E.D. and 1 year code enforcement experience; or, an equivalent combination of education and experience sufficient to successfully perform the essential duties of the job such as those listed above.

Required Licenses or Certifications:

- Must possess State of Arizona Driver's license.

Required Knowledge of:

- Town policies and procedures.
- Applicable federal, state, and local codes, laws, regulations, policies, and procedures
- Basic investigation techniques
- Occupational hazards and safety precautions.
- Geography, roads, and landmarks of Town and surrounding areas.
- Record keeping and file maintenance principles and procedures.

Required Skill in:

- Providing exceptional customer service.
- Analyzing situations accurately, making independent decisions while working in the field, and following established procedures.
- Conflict resolution.
- Ability to read maps and use navigation tools.
- Interpreting and applying ordinances, regulations, and state and Federal laws.
- Maintaining accurate and interrelated technical and computerized records.
- Communicating clearly and concisely, both verbally and in writing.
- Use of computers and related software applications.

Physical Demands / Work Environment:

- Work is performed in an office environment, and in internal and external environments with exposure to inclement weather; light physical demands.

Job Description



CODE ENFORCEMENT OFFICER

Department:	Community Development	Revised Date:	September 2008
-------------	-----------------------	---------------	----------------

GENERAL PURPOSE: Under general supervision, reviews plans and specifications, and inspects commercial and residential properties for compliance with the Town of Camp Verde Zoning Codes.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following duties ARE NOT intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.

- Inspects residential and commercial properties; assures building and properties are in compliance with all applicable codes, ordinances and regulations; approves work which conforms to Town codes and zoning regulations; requires corrections to be made when deficiencies are discovered; coordinates inspection work with other departments, agencies and utility providers.
- Reviews plans for compliance to the zoning codes; performs field inspections to evaluate compliance issues; verifies compliance with applicable codes and regulations; notes deficiencies and deviations; interprets regulations, and issues citations, notices of violation, stop work orders, and occupancy certificates within scope of authority.
- Process zoning complaints; document evidence of violations; presents evidence and testify at civil hearings.
- Answers inquiries and assists customers with compliance to the zoning codes, permit review, code enforcement, and other Town standards and regulations; responds to requests for information; provides technical information and assistance to Town staff as authorized; provides assistance to the public within scope of authority; generates reports as required.
- Performs other related duties as assigned or required.

MANAGERIAL RESPONSIBILITIES:

None.

Job Description

MINIMUM QUALIFICATIONS:

Education and Experience:

High school diploma or GED equivalent; AND three year's building trades or inspection experience; OR an equivalent combination of education and experience.

Required Licenses or Certifications:

- Must possess State of Arizona Driver's license.
- International Code Council (ICC) Code Enforcement certification is required within one year; Plans Examiner certification is preferred; depending on the needs of the Town, incumbent may be required to obtain additional technical certifications.

Required Knowledge of:

- Town policies and procedures.
- Policies, procedures, regulations, operations, and services of Community Development Department.
- Principles and practices of the construction industry and building trades.
- Principles and practices of building, electrical, mechanical, and plumbing inspection.
- Uniform Building and Fire Codes, National Electric Code, Arizona Uniform Plumbing Code, Uniform Mechanical Code, and related state and local statutes and regulations.
- Occupational hazards and safety precautions in construction areas.
- Geography, roads, and landmarks of Town and surrounding areas.
- Record keeping and file maintenance principles and procedures.

Required Skill In:

- Applying technical knowledge of building trades work, and using sound inspection methods to determine workmanship and materials quality, and detect deviations from plans, specifications and standard installation practices.
- Reading and interpreting building plans and specifications, and applying Town codes and policies.
- Analyzing situations accurately, making independent decisions while working in the field, and following established procedures.
- Interpreting and applying ordinances, regulations, and state and Federal laws.
- Establishing and maintaining cooperative working relationships with employees, officials, contractors, other development agencies and the general public.
- Maintaining accurate and interrelated technical and computerized records.
- Communicating clearly and concisely, both verbally and in writing.

Physical Demands / Work Environment:

- Work is performed in an office environment, and in internal and external environments with exposure to inclement weather; light physical demands.



Agenda Item Submission Form - Section I

Meeting Date: June 7, 2017

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

Requesting Department: Finance **Staff Resource/Contact Person:** Mike Showers

Agenda Title (be exact): Discussion, consideration and possible approval of the FY18 debt levy certification to Yavapai County for \$688,195 acting as the Trustee to the Camp Verde Sanitary District.

List Attached Documents: 1) Certification to Yavapai County, 2) Notice of Debt Levy

Estimated Presentation Time: 2 mins

Estimated Discussion Time: 5 mins

Reviews and comments Completed by:

- Town Manager: _____
- Department Head: (See Background info)

Town Attorney Comments: These debt service payments were incurred under Title 48 and will continue to be until the debt is gone. The Town Council is acting as a Trustee for this debt and must certify to the County the amount necessary to collect for payment of interest and principal on the outstanding debt.

Risk Management: _____

Finance Department
Fiscal Impact: _____
Budget Code: _____ **Amount Remaining:** _____
Comments: _____

Background Information: The rates reflect what is necessary to be collected to offset the cost of paying the annual debt service. The Town Council is acting as Trustee of the Sanitary District debt. The calculations are based on the valuation of the District which fluctuates annually. This debt will continue to be paid by the District and is not a debt shared by the Town.

Recommended Action (Motion): Approve the FY17 debt levy certification to Yavapai County for \$688,195, acting as the Trustee to the Camp Verde Sanitary District.

Instructions to the Clerk: None.

YAVAPAI COUNTY



SPECIAL TAXING DISTRICT TAX LEVY CONFIRMATION FORM

FISCAL YEAR: 2017-18

NAME OF DISTRICT: Camp Verde Sanitary District

TAX LEVY REQUIRED: \$ _____

BOND DEBT SERVICE LEVY REQUIRED: \$ 688,195 (3.06 per \$100.00)

COMMUNITY FACILITIES DISTRICTS (CFD):

<u>NAME OF CFD</u>	<u>TAX RATE REQUIRED</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Prepared By: Michael Showers

Title: Finance Director – Town of Camp Verde

Date: 6/7/17

Telephone Number: (928) 554-0811

E-mail Address: Michael.Showers@campverde.az.gov

NOTICE OF PROPOSED DEBT SERVICE LEVY for FY18

The Town of Camp Verde will be discussing

The proposed debt service levy for FY18

On June 7, 2017 at 6:30 pm in the Council Chambers

at 473 S. Main St., Room 106, Camp Verde, AZ

Interested parties are invited to attend and present their comments

FY2017-18 Debt Service Budget of the Camp Verde Sanitary District

Amount to be certified:

Debt Reduction Levy of \$3.06 per \$100 of Net Assessed Value of \$22,465,532

Debt Service Levy: \$688,195

WIFA Debt Service Budget: \$806,785



Town of Camp Verde

Agenda Item Submission Form - Section I

Meeting Date: June 5th, 2017

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

Requesting Department: Public Works - Wastewater Division

Staff Resource/Contact Person: Troy Odell, Public Works Deputy Director

Agenda Title (be exact): Discussion, consideration and possible authorization to award contract to ????????? Construction Company to install 6 prioritized crossings, perform 2 existing sewer crossing locations, and install 665 linear feet of a future 8" force main within the ADOT SR260 Highway Improvements for a total cost of \$\$\$\$\$\$\$\$\$\$.

List Attached Documents:

Estimated Presentation Time:

Estimated Discussion Time:

Reviews Completed by:

- Department Head: Ron Long Town Attorney Comments:
- Finance Department

Fiscal Impact:

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

Comments: Work went to the Job Order Contractors for quote.

Background Information: The sewer crossings that are proposed are those that are most needed for what we feel will be the sewer expansion area within the next few years and need to be in place now or in the very near future. The section of force main proposed is through a large drainage crossing along the shoulder of the proposed highway and will be in place where a large box culvert and fill embankment will be installed with the highway project. Getting to this area and through it later (post highway construction) will be too prohibitive. This also gives the Town a type of "prior right" to install the rest of the force main required along the corridor at a later date. We had previously opted out of installing sewer crossings under the highway due to requirements that all crossings would have to be bored and sleeved entirely from right-of-way line to right-of-way line, which proved at the time to be cost prohibitive and would significantly reduce the number of crossings we could do. Since that decision, ADOT decided to allow us to open trench select crossings in, which saves us considerable money. Some members of Council and staff have discussed how they would still like to do some prioritized crossings and work that would further the sewer expansion through this area under this ADOT allowed opportunity to trench the crossings in. After prior Council approval for

funding this project, staff has taken the project out for quote to the Job Order Contractors and secured the attached quotes. Staff has also secured the ADOT Encroachment Permit for this project and the Contractor will be able to pursue work once the Encroachment Permit is approved with the Contractor's Insurance and License information.

Recommended Action (Motion): Fund project total cost and award project.

Instructions to the Clerk:



Town of Camp Verde, Arizona

JOB ORDER CONTRACT QUOTE REQUEST

The Town of Camp Verde, Arizona is requesting JOC quotes for that work described below:

Town of Camp Verde SR-260 Sanitary Sewer Crossings

Location: Along the State Route 260 corridor from Camp Verde to Cottonwood.

Quotes shall be per any attached plan set, specifications, and price schedule provided with this quote request.

A mandatory pre-quote meeting will be held on **Monday, May 22nd, 2017 at 9:00 am**. This will be a mandatory pre-quote meeting and all those intending to quote the work are required to attend. The pre-quote meeting shall begin at Town of Camp Verde Public Works Building at 395 S. Main Street in Camp Verde and shall continue as an on-site visit out to the highway construction project.

The sealed quote for this project shall be clearly marked:

Town of Camp Verde SR-260 Sanitary Sewer Crossings
Attention: Troy Odell

The sealed quote shall be delivered to the Town of Camp Verde Public Works Office located at 395 S. Main Street, Camp Verde, Arizona by **Monday, June 5th, 2017 at 10:00 am local Arizona time**.
Note: Any quotes submitted after the time and date specified will not be accepted.

Any and all questions regarding this quote request shall be submitted via the Public Purchase Web Site (only) for **Town of Camp Verde SR-260 Sanitary Sewer Crossings** prior to **Thursday, June 1st, 2017 at 3:00 pm**. Those questions asked after this time and date specified will remain unanswered.

Terms and Conditions:

- ✓ The Contractor shall complete the entire Unit Price Table below. These unit prices may be used to offer and award additional work as part of this same project.
- ✓ The requested quote shall be for the total cost of this project. All items included in the specifications and Unit Price Table shall be included in the quote. Applicable local sales tax must be included as well.
- ✓ No additional charges, change orders, or other costs incurred by the Contractor shall be allowed unless as directed by the Town of Camp Verde.

- ✓ It is the Contractor's responsibility to return the work site and any surrounding areas affected by the work to its original or better condition. Damage to any appurtenance, property or facility (either public or private) shall be repaired solely at the Contractor's expense. All sidewalk, landscaping, curb, gutter, pavements, building elements, etc. removed or damaged outside of the scope of the enclosed Unit Price Table shall be returned to their original condition to the satisfaction of the Town Engineer and Arizona Department of Transportation by the Contractor at the Contractor's expense. If items are left in disrepair, they will be repaired by the Town and the cost of repair will be subtracted from the payment for this specific Job Order Request.
- ✓ The Contractor is responsible for complying with all applicable specifications as required in the current Uniform Standard Specifications and Details of Public Works Construction by Maricopa Association of Governments commonly referred to as MAG Standards, Town of Camp Verde regulations, standards, or specifications and the Arizona Department of Transportation (ADOT) regulations and specifications when working in the right-of-way.
- ✓ The Contractor is responsible for complying with all applicable Arizona Blue Stake Authority regulations. The Contractor shall provide the Town of Camp Verde Public Works Staff and ADOT with evidence/verification of contacting Blue Stake two (2) days prior to the commencement of construction. The lack of a legitimate Blue Stake will cause work to be stopped until the proper Blue Stake marking is in place.
- ✓ The Town of Camp Verde will provide survey services for staking and as-built locations. All work must be as-built for location prior to burial.
- ✓ A pre-construction meeting shall be scheduled by the Contractor awarded this project in order to coordinate with the Town of Camp Verde Public Works Department and the ADOT Contractor. The Contractor shall call the Public Works Department at (928) 554-0824 to schedule the meeting immediately after the award is made and prior to being given a Notice to Proceed. The Notice to Proceed will typically be given to the Contractor at this meeting.
- ✓ The Town of Camp Verde shall not be held responsible for errors in estimates of quantities, materials, schedule, installation requirements, or size. The Contractor is responsible to perform his/her own estimate of quantities for quoting as well as verifying quantities by field measurement during the site visit. Errors in quantities noticed by any Contractor during the estimating/quoting process shall be brought to the immediate attention of the Town of Camp Verde Public Works Department so that the questionable quantity can be adjusted if required prior to the quote submittal deadline.
- ✓ The Notice to Proceed will only be given once the contractor is chosen and the pre-construction meeting has taken place. All work shall be completed no later than thirty (30) days from issuance of Notice to Proceed unless directed otherwise by ADOT or ADOT's Contractor schedule restraints. The Contractor shall schedule all work with ADOT and ADOT's Contractor to avoid conflicts on the project detrimental to the highway construction.
- ✓ The Town of Camp Verde Public Works Department shall be notified by the Contractor a minimum of forty-eight (48) hours in advance of any work or required inspections unless otherwise agreed upon. 48 hours means two working days.
- ✓ All work shall be inspected by the Town of Camp Verde Deputy Public Works Director together with the Town of Camp Verde Wastewater Division WRF Manager prior to being given

approval to bury or final approval unless the Contractor had been notified otherwise. Work that is buried which has not been inspected shall be removed at the Contractor's expense, at the request of the Town of Camp Verde Deputy Public Works Director at his discretion for the purposes of inspection of the work.

- ✓ The Contractor shall be responsible to determine all relevant standards **as** required for the safety and conformance to applicable OSHA and ADOT regulations for construction standards for the entire term of this project. In times of traffic closure or close proximity to traffic, the Contractor shall meet all ADOT requirement for traffic control including traffic control plan submittal and approval by ADOT.
- ✓ The Contractor is responsible for securing work areas whenever they leave. No unsafe conditions shall exist or be left at the end of each working day. No dangerous conditions shall be left unattended. If securing work areas is for some reason not possible, the Contractor shall coordinate with ADOT and ADOT's Contractor a manner to prevent public access and damage to that portion of the project.
- ✓ The Contractor shall visit the site prior to submitting a quote to familiarize himself/herself with the site and any extraordinary difficulties at the site location. If a mandatory pre-quote meeting is scheduled, the Contractor must attend this meeting in order to be allowed to quote the work. The Town of Camp Verde is **not** responsible for correcting profile errors made by the Contractor when signing up for the Public Purchase Web Site. The Contractor shall check his/her profile information for accuracy to assure they are informed of mandatory meetings.
- ✓ Any corrections deemed necessary at the time of any inspection by the Town of Camp Verde Deputy Public Works Director shall be done at the Contractor's expense prior to burial.
- ✓ The Contractor shall submit to the Town of Camp Verde a performance and payment bond for the amount quoted for the total cost of the project at the pre-construction meeting prior to being given the official Notice to Proceed for that project.
- ✓ The Contractor shall finalize and fulfill the requirements of the ADOT Encroachment Permit, which has already been submitted by the Town of Camp Verde and give insurance certificates and endorsements to ADOT as required for the permit.
- ✓ The Contractor shall provide SWPPP measures per the attached plans and ADOT direction.
- ✓ The Contractor shall provide and maintain, and cause its subcontractors to provide and maintain, the following minimum insurance coverage:
 - Comprehensive general liability insurance with a minimum combined single limit of one million dollars (\$1,000,000) each occurrence with a general aggregate amount of two million dollars (\$2,000,000). The policy shall include coverage for bodily and personal injury, broad form property damage, blanket contractual, Contractor's protective, and products and completed operations.
 - Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) each

occurrence with respect to the Contractor's vehicles (whether owned, hired, non-owned), assigned to or utilized in the performance of the project.

- Worker's Compensation (\$1,000,000).
 - Employer's Liability Insurance (\$1,000,000 each occurrence).
- ✓ Additional insurance coverage may be required at the Town of Camp Verde's discretion where the services to be performed are deemed to be hazardous in nature.
 - ✓ The policies required above shall name the Town of Camp Verde and its respective agents, officials, and employees as additional insured, and shall specify that the insurance afforded the Contractor shall be primary insurance and that any insurance coverage carried by the Town of Camp Verde or its employees shall be excess coverage and not contributory insurance to that provided by the Contractor. Said policy shall contain a severability of interests provision.
 - ✓ Failure on the part of the Contractor to procure and maintain the required liability insurance and provide proof thereof to the Town of Camp Verde within thirty (30) days following the commencement of a new policy period, shall constitute a material breach of the Agreement upon which the Town of Camp Verde may immediately terminate the Agreement. Prior to the effective date of the Agreement, the Contractor shall furnish the Town of Camp Verde with a certificate of insurance in a format acceptable by the Town. The Town of Camp Verde reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements.
-

Complete and submit this sheet with your quote (other forms will not be allowed):

Unit Price Table
Town of Camp Verde SR-260 Sanitary Sewer Crossings

NO.	BASE BID ITEM DESCRIPTION	Unit	Quantity	Unit Price	Price
1	Install 361 linear feet of sleeve crossing using 18" SDR-35 PVC as shown on Drawing No. C2 on the attached plans. Crossing repair at the existing highway will need to conform to the attached ADOT Patch Detail Type "D" using compactable dry 1-sack slurry.	LS	1		
2	Install 288 linear feet of sleeve crossing using 18" SDR-35 PVC as shown on Drawing No. C3 on the attached plans. Crossing repair at the existing highway will need to conform to the attached ADOT Patch Detail Type "D" using compactable dry 1-sack slurry.	LS	1		
2	Install 304 linear feet of sleeve crossing using 18" SDR-35 PVC as shown on Drawing No. C4 on the attached plans. Crossing repair at the existing highway will need to conform to the attached ADOT Patch Detail Type "D" using compactable dry 1-sack slurry.	LS	1		
3	Install 455 linear feet of sleeve crossing using 18" SDR-35 PVC as shown on Drawing No. C5 on the attached plans. Crossing repair at the existing East Cherry Creek Road will need to conform to the attached ADOT Patch Detail Type "D" using compactable dry 1-sack slurry.	LS	1		
4	Install 665 linear feet of 8" ductile iron force main with restrained joints as is shown on Drawing No. C6 on the attached plans. Provide MJ cap bolted at both ends.	LS	1		
5	Locate existing 8" sewer line as shown on Drawing No. C7	LS	1		
6	Option: If existing crossing is not found shown on Drawing No. C7, install 236 linear feet of sleeve crossing using 18" SDR-35 PVC as shown on Drawing No. C7 on the attached plans. Crossing repair at the existing highway will need to conform to the attached ADOT Patch Detail Type "D" using compactable dry 1-sack slurry.	LS	1		
7	Locate existing 8" sewer line as shown on Drawing No. C8	LS	1		

Note: The Town reserves the right to remove any item or items from the Price Table above along with the associated taxes from the Total Cost Amount below.

Sub-Total all items in Price Table (less option #6 in Unit Price Table): \$ _____

Applicable Local Sales Tax on Sub-Total Above \$ _____

Total Cost (Including applicable local sales tax): \$ _____

Cost of Option #6 in Unit Price Table: \$ _____

Applicable Local Sales Tax on Option #6: \$ _____

Total Cost including Option #6: \$ _____

Contractor: _____

Address: _____

City: _____ State: _____ Zip Code: _____

**Town of Camp Verde SR-260 Sanitary Sewer Crossings
Specific Job Order Contract Quote Request**

I hereby agree to the Terms & Conditions for this project given in this Job Order Quote Request:

Authorized Signature: _____ Printed Name: _____

Date: _____ Phone: _____ E-Mail Address: _____

ADDITIONAL INFORMATION

TOWN OF CAMP VERDE
REGULAR SESSION

MAYOR AND COUNCIL

473 S MAIN STREET, SUITE 106

WEDNESDAY, JUNE 7, 2017 at 6:30 P.M.

9. Discussion, consideration and possible authorization to award contract to the lowest, responsible bidder to install 665 linear feet of a future 8" force main within the ADOT State Route 260 Highway Improvements. The bid opening will be held on Monday, June 5, 2017. Staff Resource: Ron Long

- New Staff Report to include Finance Directors Comments
- Quotes from contractors

13. Discussion, consideration and possible approval of agreement to finance Computers, Mobile Computers for Marshal's Vehicles, Networking, Security and Building Access Software and Hardware for 3 years from Cisco. Staff Resource: Russ Martin

- Cost Proposal overview from Merit, and CDW for Mobile Computers for CVMO
- Cisco Proposal
- Funding Agreement

#9



Town of Camp Verde

Agenda Item Submission Form - Section I

Meeting Date: June 7 2017

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

Requesting Department: Public Works – Wastewater Division

Staff Resource/Contact Person: Troy Odell, Public Works Deputy Director

Agenda Title (be exact):

Discussion, consideration and possible authorization to award contract to the lowest, responsible bidder to install 665 linear feet of a future 8" force main within the ADOT State Route 280 Highway Improvements. The bid opening will be held on Monday, June 5, 2017. Staff Resource: Ron Long

List Attached Documents:

Estimated Presentation Time:

Estimated Discussion Time:

Reviews Completed by:

Department Head: Ron Long Town Attorney Comments:

Finance Department

Fiscal Impact: This line item was originally budgeted for expenditures from the final draw down of WIFA loan money which did not occur this year. The remainder of those expenditures will move forward to FY18. However, we can utilize the expense budget of \$600K to cover this expansion without needing to make a budget amendment for the expense. Funding for this project is proposed to come from General Fund Town reserves. The estimated current balance of General Fund reserves is approximately \$2.2M. Our required balance is \$500K.

Budget Code: 31-490-20-804000 **Amount Remaining:** \$600,193

Comments: Work went to the Job Order Contractors for quote.

Background Information: The sewer crossings that are proposed are those that are most needed for what we feel will be the sewer expansion area within the next few years and need to be in place now or in the very near future. The section of force main proposed is through a large drainage crossing along the shoulder of the proposed highway and will be in place where a large box culvert and fill embankment will be installed with the highway project. Getting to this area and through it later (post highway construction) will be too prohibitive. This also gives the Town a type of "prior right" to install the rest of the force main required along the corridor at a later date. We had previously opted out of installing sewer crossings under the highway due to requirements that all crossings would have to be bored and sleeved entirely from right-of-way line to right-of-way line, which proved at the time to be cost prohibitive and would significantly reduce the number of crossings we could do. Since that decision, ADOT decided to allow us to open trench select crossings in, which saves us considerable money. Some members of Council and staff have discussed how they would still like to do some prioritized crossings and work that would further the sewer expansion through this area under this ADOT allowed opportunity to trench the crossings in. After prior Council approval for funding this project, staff has taken the project out for quote to the Job Order Contractors and secured the attached quotes. Staff has also secured the ADOT Encroachment Permit for this project and the Contractor will be able to pursue work once the Encroachment Permit is approved with the Contractor's Insurance and License information.

Recommended Action (Motion): Review quotes and options with staff move to fund project total cost or fund Secondary Option and award project.

Instructions to the Clerk:

Complete and submit this sheet with your quote (other forms will not be allowed):

Unit Price Table
Town of Camp Verde SR-260 Sanitary Sewer Crossings

NO.	BASE BID ITEM DESCRIPTION	Unit	Quantity	Unit Price	Price
1	Install 361 linear feet of sleeve crossing using 18" SDR-35 PVC as shown on Drawing No. C2 on the attached plans. Crossing repair at the existing highway will need to conform to the attached ADOT Patch Detail Type "D" using compactable dry 1-sack slurry.	LS	1	61,000 ⁰⁰	61,000 ⁰⁰
2	Install 288 linear feet of sleeve crossing using 18" SDR-35 PVC as shown on Drawing No. C3 on the attached plans. Crossing repair at the existing highway will need to conform to the attached ADOT Patch Detail Type "D" using compactable dry 1-sack slurry.	LS	1	46,000 ⁰⁰	46,000 ⁰⁰
2	Install 304 linear feet of sleeve crossing using 18" SDR-35 PVC as shown on Drawing No. C4 on the attached plans. Crossing repair at the existing highway will need to conform to the attached ADOT Patch Detail Type "D" using compactable dry 1-sack slurry.	LS	1	59,000 ⁰⁰	59,000 ⁰⁰
3	Install 455 linear feet of sleeve crossing using 18" SDR-35 PVC as shown on Drawing No. C5 on the attached plans. Crossing repair at the existing East Cherry Creek Road will need to conform to the attached ADOT Patch Detail Type "D" using compactable dry 1-sack slurry.	LS	1	79,000 ⁰⁰	79,000 ⁰⁰
4	Install 665 linear feet of 8" ductile iron force main with restrained joints as is shown on Drawing No. C6 on the attached plans. Provide MJ cap bolted at both ends.	LS	1	90,000 ⁰⁰	90,000 ⁰⁰
5	Locate existing 8" sewer line as shown on Drawing No. C7	LS	1	3,000 ⁰⁰	3,000 ⁰⁰
6	Option: If existing crossing is not found shown on Drawing No. C7, install 236 linear feet of sleeve crossing using 18" SDR-35 PVC as shown on Drawing No. C7 on the attached plans. Crossing repair at the existing highway will need to conform to the attached ADOT Patch Detail Type "D" using compactable dry 1-sack slurry.	LS	1	40,000 ⁰⁰	40,000 ⁰⁰
7	Locate existing 8" sewer line as shown on Drawing No. C8	LS	1	3,000 ⁰⁰	3,000 ⁰⁰

Note: The Town reserves the right to remove any item or items from the Price Table above along with the associated taxes from the Total Cost Amount below.

Sub-Total all items in Price Table (less option #8 in Unit Price Table): \$ 341,000.⁰⁰

Applicable Local Sales Tax on Sub-Total Above \$ 22,165.⁰⁰

Total Cost (including applicable local sales tax): \$ 363,165.⁰⁰

Cost of Option #8 in Unit Price Table: \$ 40,000.⁰⁰

Applicable Local Sales Tax on Option #8: \$ 2,600.⁰⁰

Total Cost including Option #8: \$ 405,765.⁰⁰ *A*

Contractor: J. Banicki Construction, Inc.

Address: 4720 E. Cotton Gin Loop, Ste. 240

City: Phoenix State: AZ Zip Code: 85040

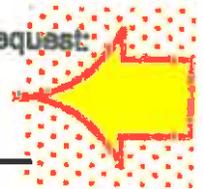
Town of Camp Verde SR-280 Sanitary Sewer Crossings

Specific Job Order Contract Quote Request

I hereby agree to the Terms & Conditions for this project given in this Job Order Quote Request:

Authorized Signature: *Mike Abraham* Printed Name: Mike Abraham

Date: 6-5-17 Phone: 480-921-8016 E-Mail Address: estimating@banicki.com



Complete and submit this sheet with your quote (other forms will not be allowed):

Unit Price Table
Town of Camp Verde SR-260 Sanitary Sewer Crossings

NO.	BASE BID ITEM DESCRIPTION	Unit	Quantity	Unit Price	Price
1	Install 361 linear feet of sleeve crossing using 18" SDR-35 PVC as shown on Drawing No. C2 on the attached plans. Crossing repair at the existing highway will need to conform to the attached ADOT Patch Detail Type "D" using compactable dry 1-sack slurry.	LS	1	278,260. ⁰⁰	278,260. ⁰⁰
2	Install 288 linear feet of sleeve crossing using 18" SDR-35 PVC as shown on Drawing No. C3 on the attached plans. Crossing repair at the existing highway will need to conform to the attached ADOT Patch Detail Type "D" using compactable dry 1-sack slurry.	LS	1	97,344. ⁰⁰	97,344. ⁰⁰
2	Install 304 linear feet of sleeve crossing using 18" SDR-35 PVC as shown on Drawing No. C4 on the attached plans. Crossing repair at the existing highway will need to conform to the attached ADOT Patch Detail Type "D" using compactable dry 1-sack slurry.	LS	1	87,856. ⁰⁰	87,856. ⁰⁰
3	Install 455 linear feet of sleeve crossing using 18" SDR-35 PVC as shown on Drawing No. C5 on the attached plans. Crossing repair at the existing East Cherry Creek Road will need to conform to the attached ADOT Patch Detail Type "D" using compactable dry 1-sack slurry.	LS	1	115,570. ⁰⁰	115,570. ⁰⁰
4	Install 885 linear feet of 8" ductile iron force main with restrained joints as is shown on Drawing No. C6 on the attached plans. Provide MJ cap bolted at both ends.	LS	1	93,100. ⁰⁰	93,100. ⁰⁰
5	Locate existing 8" sewer line as shown on Drawing No. C7	LS	1	10,840. ⁰⁰	10,840. ⁰⁰
6	Option: If existing crossing is not found shown on Drawing No. C7, Install 238 linear feet of sleeve crossing using 18" SDR-35 PVC as shown on Drawing No. C7 on the attached plans. Crossing repair at the existing highway will need to conform to the attached ADOT Patch Detail Type "D" using compactable dry 1-sack slurry.	LS	1	40,528. ⁰⁰	40,528. ⁰⁰
7	Locate existing 8" sewer line as shown on Drawing No. C8	LS	1	10,840. ⁰⁰	10,840. ⁰⁰

Note: The Town reserves the right to remove any item or items from the Price Table above along with the associated taxes from the Total Cost Amount below.

Sub-Total all Items in Price Table (less option #6 in Unit Price Table): \$ 653,810.00

Applicable Local Sales Tax on Sub-Total Above \$ 42,497.65

Total Cost (Including applicable local sales tax): \$ 696,307.65

Cost of Option #6 in Unit Price Table: \$ 40,828.00

Applicable Local Sales Tax on Option #6: \$ 2,653.82

Total Cost Including Option #6: \$ \$739,789.00

Contractor: McDonald Bros Construction, Inc

Address: 1535 S. Quarterhorse Lane

City: Camp Verde State: AZ Zip Code: 86322

Town of Camp Verde SR-260 Sanitary Sewer Crossings

Specific Job Order Contract Quote Request

I hereby agree to the Terms & Conditions for this project given in this Job Order Quote Request:

Authorized Signature: _____ Printed Name: Linda E Harkness

Date: 6/5/17 Phone: 928-220-
E-Mail Address: linda@mcdonaldbrosaz.com



Town of Camp Verde

Agenda Item Submission Form - Section I

Meeting Date: June 7, 2017

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

Requesting Department: Finance

Staff Resource/Contact Person: Mike Showers

Agenda Title (be exact): Discussion, consideration and possible approval of the FY18 special assessment levy of \$252,390 for annual payments against the Camp Verde Sanitary District's USDA notes, acting as the Trustee to the Camp Verde Sanitary District.

List Attached Documents: 1) Notice of Special Assessment Debt

Estimated Presentation Time: 2 mins

Estimated Discussion Time: 5 mins

Reviews and comments Completed by:

- Town Manager: _____ Department Head: (See background info)
- Town Attorney Comments: _____
- Risk Management: _____
- Finance Department
Fiscal Impact:
Budget Code: _____ **Amount Remaining:** _____
Comments:

Background Information: The rates reflect what is necessary to be collected to offset the cost of paying the annual debt service. The Town Council is acting as Trustee of the Sanitary District debt. This debt will continue to be paid by the District and is not a debt shared by the Town.

Recommended Action (Motion): Approve the FY18 special assessment levy of \$252,390 for annual payments against the Camp Verde Sanitary District's USDA notes, acting as the Trustee to the Camp Verde Sanitary District.

Instructions to the Clerk: None.

SPECIAL ASSESSMENT DEBT

Council will be discussing and approving the special assessment

For FY18 Sanitary District Debt Service payments

Special Assessment Levy: \$ 252,390

USDA Debt Service Budget: \$ 252,390

—



Agenda Item Submission Form - Section I

Meeting Date: June 7, 2017

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

Requesting Department: Municipal Clerk

Staff Resource/Contact Person:

Agenda Title: Discussion, consideration and possible approval of contract with Judge Paul A. Schlegel for a 2 year period beginning July 1, 2017 through the 30th day of June 2019 in the amount of \$104,000 per year.

List Attached Documents:

- Letter to Council from Judge Schlegel
- Contract from Judge Schlegel
- Comments from Town Attorney and Risk Management

Estimated Presentation Time: 10

Estimated Discussion Time: 10

Reviews Completed by:

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

Background Information

Recommended Action (Motion):

Instructions to the Clerk: Process Resolution

May 31, 2017

Camp Verde Town Council
473 S. Main Street
Camp Verde, AZ 86322

Re: Magistrate Agreement and Staffing Assessment

Dear Council Members:

The purpose of this letter is twofold: 1) to provide a proposed agreement for the Town Council to consider regarding my continuation as the Presiding Magistrate and 2) to provide a brief summary regarding my assessment of the staffing needs of the Court.

First, the proposed agreement is based on the projection of the magistrate position as full-time. As you know, I have presented you with a number of reasons regarding the necessity of having a full-time magistrate for the Town of Camp Verde. In summary, those reasons include: 1) providing full-time judicial services and accessibility to the public (particularly individuals seeking a protective order in domestic violence situations); 2) ensuring the mandatory implementation of Arizona Supreme Court mandates, such as the Court Security Requirements; and 3) enabling the Court to schedule necessary Hearings to ensure the defendants' compliance with Court orders, including the payment of fines.

Although the Court's mission is not to "make money" for the town, the reality is that the "success" of the Court directly impacts the financial status of the town. In order to address the \$1.7 million in past due fines, the Court must have the ability to be proactive. In short, the Court must be given the opportunity to schedule more Hearings, both Order to Show Cause Hearings and Payment Review Hearings, in order to utilize measures only available to the Court to ensure compliance with Court orders.

Currently, the Court is limited to the number of Hearings being set to address the issue of payment compliance and/or non-compliance. As you know, the Court's case load is determined, in part, on the number of complaints being filed by law enforcement in the jurisdiction of the Court. However, the Court has the ability to be proactive regarding "old cases." By scheduling an additional 30-50 Order to Show Cause and Payment Review Hearings a month, it is projected that the Court would receive an additional \$36,000--\$60,000 annually (based on a conservative estimation of receiving \$100 per month from those individuals). Simply put, nothing is going to change unless progressive steps are taken now to address the issue. If the Court's situation remains status quo, or is hindered by the reduction of Court staff, then the bottom line is that defendants will continue to ignore Court orders and, in short, get away with committing crimes in the Town of Camp Verde.

The Town Council has been presented with a number of statistics regarding the Court. In comparison to the Cottonwood Municipal Court, our Court hears nearly the same amount of cases annually as the Cottonwood Municipal Court. However, the Cottonwood Municipal Court has a full-time magistrate (earning \$115,700 annually) plus 2 or 3 regular Hearing Officers.

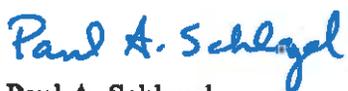
It is recommended that the Town Council think “outside the box” when considering whether or not to make the magistrate position a full-time position. In short, the Court has the ability to generate funds to cover the cost of a full-time magistrate—provided that the Court has the ability to set additional Hearings as noted above.

For the upcoming fiscal year, the Town Manager has recommended that the Court’s budget be reduced by approximately \$21,345—essentially by eliminating the part-time clerk position. Obviously, the Court believes that the ideal situation would be to maintain its current staff and make the magistrate position a full-time position. After discussing this issue with Court personnel, the consensus is that the necessity of having a full-time magistrate outweighs other staff considerations at this time. In short, without having a full-time magistrate, the Court will not have the ability to implement positive changes that would benefit the public as well as the Town of Camp Verde.

On a personal note, I want to express my gratitude to the Camp Verde Town Council for authorizing the construction of our new Court. It is evident that our new Court demonstrates progress and forward thinking on the part of our community leaders.

Finally, I want to express my sincere gratitude for having the opportunity to serve as the Presiding Magistrate of the Town of Camp Verde. It is a joy to work with our dedicated and professional Court staff and all town personnel. I look forward to serving the Town of Camp Verde as the Presiding Magistrate for many years to come.

Sincerely,



Paul A. Schlegel
Presiding Magistrate
Town of Camp Verde Municipal Court

AGREEMENT

THIS AGREEMENT is entered into the date below signed by and between Common Council of the Town of Camp Verde, Arizona, hereinafter referred to as "The Council", and Paul Schlegel, hereinafter referred to as "Mr. Schlegel", witnesseth:

WHEREAS, the Council desires to employ Mr. Schlegel as The Town Magistrate of Camp Verde, Arizona, and provide for conditions of Mr. Schlegel's employment; and,

WHEREAS, Mr. Schlegel desires to be employed as Town Magistrate of Camp Verde, Arizona, under the terms and conditions outlined herein,

NOW THEREFORE, in consideration of the mutual covenants, promises and payments hereinafter set forth, it is agreed between the parties as follows

I.

The Council hereby appoints Mr. Schlegel as the Town's Presiding Magistrate to perform the functions and duties specified in Section 5-2-1 of the code of the Town of Camp Verde, Arizona, and such other reasonable functions and duties as the Council may direct.

II.

This Agreement is based on the Arizona Constitution's requirement of separation of powers and the necessity of judicial independence to preserve and protect that separation. This Agreement shall set forth the parameters, guidelines, duties and rules of conduct, and compensation during the term of this Agreement. It is agreed as follows:

1. Term. This Agreement shall be effective from the 1st day of July 2017 through the 30th day of June, 2019.

2. Compensation. Mr. Schlegel shall be paid the sum of \$104,000 in twenty-six (26) bi-weekly installments and is based on a 40 hour per week which is inclusive of any on-call time, meetings, travel and education that is necessary throughout the year. The expected typical work week will consist of 36-hours per week for the period of employment. Mr. Schlegel shall perform all duties as set forth in Section 5-2-2 of the Town Code as well as any other duties required by law or the Judicial Code of Conduct or by the Presiding Superior Court Judge of Yavapai County. Mr. Schlegel shall be responsible for all payroll withholdings as required by law. The Town will withhold such amounts on behalf of the Mr. Schlegel as requested by him, in writing. Mr. Schlegel shall be entitled to any current standard employee benefits. Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Mr. Schlegel to resign at any time from the position of Magistrate. In the event Mr. Schlegel voluntarily resigns as Magistrate with the Town of Camp Verde before expiration of the term of employment, Mr. Schlegel shall give the Council sixty (60) days written notice, unless the parties otherwise agree in writing.

3. Duties. Mr. Schlegel shall perform all duties as set forth in Section 5-2-2 of the Town Code as well as any other duties required by law or the Judicial Code of Conduct or by the Presiding Superior Court Judge of Yavapai County. Mr. Schlegel shall assist in the preparation of the budget for the municipal court and shall report to the Town Council regarding the state of the municipal court upon request. Mr. Schlegel shall perform the duties of Presiding Town Court Magistrate pursuant to all laws, ordinances and rules of the State of Arizona, Town of Camp Verde and Arizona Supreme Court. He shall devote such time as necessary to cause the Town Court to function in a proper manner and may use assistant magistrates within the constraints of the approved budget of the Town Court.

4. Conditions of Employment.

- (a) Mr. Schlegel shall preside as Presiding Magistrate over the Town of Camp Verde Municipal Court System and other assistant magistrates of the Camp Verde Municipal Court whether full time or part time.
- (b) Mr. Schlegel shall at all times ensure that his conduct as Magistrate of the Town Court of the Town of Camp Verde does not violate the Code of Judicial Conduct, Rule 81 of the Rules of the Arizona Supreme Court, dated September 1, 2009, and any other Rule or law governing the conduct of magistrates during the terms of this Agreement.
- (c) The Town shall also bear full cost of any fidelity or other bonds required of Mr. Schlegel under any federal, state or local law or ordinance.
- (d) Mr. Schlegel shall not during his term of employment commit any act which would be grounds for dismissal pursuant to the Personnel Rules and Regulations of the Town of Camp Verde.
- (e) The Town shall defend, save harmless and indemnify Mr. Schlegel against any tort, professional liability claim or demand or other legal action, whether meritorious or not, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Mr. Schlegel's duties.
- (f) Mr. Schlegel shall make available to the citizens/customers, a Customer Service Survey evaluation in the lobby of the Camp Verde Court at all times.

5. Training and Support. The Town will pay all necessary dues, membership fees, and publication/subscription fees for legal materials and other required supporting materials, subject to proper budgetary authority. Mr. Schlegel shall be allowed to attend at Town expense, subject to proper budgetary approval, any conferences, training sessions, or seminars that are related to the functioning of the Town Court, criminal law, or criminal procedure. The Town shall provide suitable municipal court facilities and staff.

6. Termination. During the term of this Agreement, Mr. Schlegel may be removed from office for violation of this Agreement by the Town Council of the Town of Camp Verde. Notice of removal of office shall be delivered in writing to the Magistrate and Mr. Schlegel shall have the right to request a hearing before the Town Council of the Town of Camp Verde. Any such request for hearing and any hearing shall be in accordance with Section 1401 C of the Personnel Manual of the Town of Camp Verde, except that said hearing shall be before the Town Council of the Town of Camp Verde and not the Personnel Board.

IN WITNESS WHEREOF, the Town of Camp Verde, Arizona, has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk, and Mr. Schlegel has signed and executed this agreement, both in duplicate, the day and year first above written.

DATED this _____ day of _____ 2017

APPROVED:

APPROVED AS TO FORM:

Charles German, Mayor

Bill Sims, Town Attorney

ATTEST:

ACCEPTED:

Virginia Jones, Town Clerk

Paul Schlegel

COMMENTS FROM TOWN ATTORNEY AND RISK MANAGER RELATIVE TO AGREEMENT/ JUNE 1, 2017

Formatted: Left

AGREEMENT

THIS AGREEMENT is entered into the date below signed by and between Common Council of the Town of Camp Verde, Arizona, hereinafter referred to as "The Council", and Paul Schlegel, hereinafter referred to as "Mr. Schlegel", witnesseth:

WHEREAS, the Council desires to employ Mr. Schlegel as The Town Magistrate of Camp Verde, Arizona, and provide for conditions of Mr. Schlegel's employment; and,

WHEREAS, Mr. Schlegel desires to be employed as Town Magistrate of Camp Verde, Arizona, under the terms and conditions outlined herein,

NOW THEREFORE, in consideration of the mutual covenants, promises and payments hereinafter set forth, it is agreed between the parties as follows

1.

The Council hereby appoints Mr. Schlegel as the Town's Presiding Magistrate to perform the functions and duties specified in Section 5-2-1 of the code of the Town of Camp Verde, Arizona, and such other reasonable functions and duties as the Council may direct.

II.

This Agreement is based on the Arizona Constitution's requirement of separation of powers and the necessity of judicial independence to preserve and protect that separation. This Agreement shall set forth the parameters, guidelines, duties and rules of conduct, and compensation during the term of this Agreement. It is agreed as follows:

1. **Term.** This Agreement shall be effective from the 1st day of July 2017 through the 30th day of June, 2019.

2. **Compensation.** Mr. Schlegel shall be paid the sum of \$104,000 in twenty-six (26) bi-weekly installments and is based on a 40 hour per week which is inclusive of any on-call time, meetings, travel and education that is necessary throughout the year. The expected typical work week will consist of 36-hours per week for the period of employment. Mr.

responsible for all payroll withholdings as required by law. The Town will withhold all amounts on behalf of Mr. Schlegel as required by law, including Mr. Schlegel shall be entitled to any current, vested pension benefits.

Due to content above it is unclear going forward whether Judge Schlegel will be on:

On contract - He shall be responsible for all payroll withholdings as required by law.

Or:
A Town employee - The Town will withhold such amounts on behalf of [the] Mr. Schlegel as requested by law, including Mr. Schlegel shall be entitled to any current vested employee benefits.

Commented [CB1]: Deleted above because this paragraph is duplicated in section 3 Duties.

Deleted: Mr. Schlegel shall perform all duties as set forth in Section 5-2-2 of the Town Code as well as any other duties required by law or the Judicial Code of Conduct or by the Presiding Superior Court Judge of Yavapai County.

Formatted: Highlight

Commented [CB2]:

Deleted: |

Formatted: Highlight

Commented [BSB]: You are right you have to decide if you want him on an employee and (if so) you then have to provide benefits and pay the employer side of social security.

Nothing in this agreement shall prevent, limit or otherwise interfere with the right of Mr. Schlegel to resign at any time from the position of Magistrate. In the event Mr. Schlegel voluntarily resigns as Magistrate with the Town of Camp Verde before expiration of the term of employment, Mr. Schlegel shall give the Council sixty (60) days written notice, unless the parties otherwise agree in writing.

3. Duties. Mr. Schlegel shall perform all duties as set forth in Section 5-2-2 of the Town Code as well as any other duties required by law or the Judicial Code of Conduct or by the Presiding Superior Court Judge of Yavapai County. Mr. Schlegel shall assist in the preparation of the budget for the municipal court and shall report to the Town Council regarding the state of the municipal court upon request. Mr. Schlegel shall perform the duties of Presiding Town Court Magistrate pursuant to all laws, ordinances and rules of the State of Arizona, Town of Camp Verde and Arizona Supreme Court. He shall devote such time as necessary to cause the Town Court to function in a proper manner and may use assistant magistrates within the constraints of the approved budget of the Town Court.

Deleted: ¶

¶
¶
¶
¶

4. Conditions of Employment.

(a) Mr. Schlegel shall preside as Presiding Magistrate over the Town of Camp Verde Municipal Court System and other assistant magistrates of the Camp Verde Municipal Court whether full time or part time.

(b) Mr. Schlegel shall at all times ensure that his conduct as Magistrate of the Town Court of the Town of Camp Verde does not violate the Code of Judicial Conduct, Rule 81 of the Rules of the Arizona Supreme Court, dated September 1, 2009, and any other Rule or law governing the conduct of magistrates during the terms of this Agreement.

(c) The Town shall also bear full cost of any fidelity or other bonds required of Mr. Schlegel under any federal, state or local law or ordinance.

(d) Mr. Schlegel shall not during his term of employment commit any act which would be grounds for dismissal pursuant to the Personnel Rules and Regulations of the Town of Camp Verde.

(e) Mr. Schlegel shall make available to the citizens/customers, a Customer Service Survey evaluation in the lobby of the Camp Verde Court at all times.

Deleted: (e) The Town shall defend, save harmless and indemnify Mr. Schlegel against any tort, professional liability claim or demand or other legal action, whether meritorious or not, whether groundless or otherwise, arising out of any alleged act or omission occurring in the performance of Mr. Schlegel's duties. ¶

Deleted: f

5. Training and Support. The Town will pay all necessary dues, membership fees, and publication/subscription fees for legal materials and other required supporting materials, subject to proper budgetary authority. Mr. Schlegel shall be allowed to attend at Town expense, subject to proper budgetary approval, any conferences, training sessions, or seminars that are related to the functioning of the Town Court, criminal law, or criminal procedure. The Town shall provide suitable municipal court facilities and staff.

Deleted: ¶

¶

6. Termination and Statutory Obligations. During the term of this Agreement, Mr. Schlegel may be removed from office for violation of this Agreement by the Town Council of the Town of Camp Verde. Notice of removal of office shall be delivered in writing to the Magistrate and Mr. Schlegel shall have the right to request a hearing before the Town Council of the Town of Camp Verde. Any such request for hearing and any hearing shall be in accordance with Section 1401 C of the Personnel Manual of the Town of Camp Verde, except that said hearing shall be before the Town Council of the Town of Camp Verde and not the Personnel Board. This Agreement is subject to termination pursuant to ARS § 38-511. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35- 393.

IN WITNESS WHEREOF, the Town of Camp Verde, Arizona, has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk, and Mr. Schlegel has signed and executed this agreement, both in duplicate, the day and year first above written.

Deleted: 1

1
1
1
1
1

DATED this _____ day of _____ 2017

APPROVED:

APPROVED AS TO FORM:

Charles German, Mayor

Bill Sims, Town Attorney

ATTEST:

ACCEPTED:

Virginia Jones, Town Clerk

Paul Schlegel

Carol Brown

From: Carol Brown
Sent: Thursday, June 1, 2017 8:14 AM
To: Russ Martin
Cc: 'Virginia Jones'; Barbara Bridge
Subject: Judge Schlegel's agreement
Attachments: SBH C652DS17060107320.pdf

Sharing thoughts re: Judge Schlegel's attached agreement. Please see numbered items in doc.
I do not have an editable version

Items:

1. 1A and 1B:
Duplicate paragraphs, one each, in Section #2 Compensation and Section 3 Duties.

2. Due to content it is unclear going forward whether Judge Schlegel will be on:

On contract – "he shall be compensated for the full period of his employment as provided by law"

Or

A Town employee – "The Town will warrant such employee on behalf of the Town. Schlegel is recognized as being a warrant employee. Schlegel shall be entitled to any award or benefit payable to such employee."

3. Indemnity provision/ recommend removal: per the Risk Pool and Bill Sims the Town should not indemnify an employee in an Agreement as they are already covered under the Town's insurance. If this provision is not removed the Town could financially retain the difference between what the Risk Pool's insurance covers and what could be awarded to a claimant in litigation.

I am unsure if our time frame would afford the Town to do the following relative to Judge Schlegel Agreement:
If the Town transitions to Agreements with some of the appointed officials, it would be a good idea to first have a template Agreement that is vetted by Justin Pierce through the PAL Program w/Bill's input. The council could then negotiate any entitlements with the other Party and same could be inserted into a template format/then fully executed.

If you have ??s or comments re: above, please contact me.

Best regards,

Carol Brown
Risk Manager
Town of Camp Verde
473 S. Main Street, Ste. 102
Camp Verde, AZ 86322
928.554.0003

From: it manager
Sent: Thursday, June 1, 2017 6:48 AM
To: Carol Brown <Carol.Brown@campverde.az.gov>
Subject: Message from BH C652DS



Agenda Item Submission Form - Section I

Meeting Date: June 7, 2017

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

Requesting Department: Manager/Finance

Staff Resource/Contact Person: Mike Showers/Russ Martin

Agenda Title (be exact): Get direction from Council in regards to an opportunity to extend our payments against the unfunded pension liability for an additional 10 years.

List Attached Documents: 1) Partial Memo from PSPRS dated 5/18/17

Estimated Presentation Time: 2 mins

Estimated Discussion Time: 2 mins

Reviews and comments Completed by:

Town Manager: _____ Department Head: (See background info)

Town Attorney Comments: _____

Risk Management: _____

Finance Department

Fiscal Impact:

Budget Code: 01-600-20-601200 **Amount Remaining:** NA

Comments:

We have the option to extend our payment plan with PSPRS for effectively an additional 10 years. This would lower our annual contribution percentage for paying down our unfunded liability freeing up cash for current operations. The actual numbers are not yet determinable but my best calculation is that we would lower our PSPRS contributions by approximately \$30,000 annually. However, that current year savings comes at the price of paying much more over the entire period of time. It is unclear as to how much that would be at this time. Still, amortizing over the additional 10 years would actually increase our unfunded liability for the next several years before we see that liability drop again. Currently, the unfunded amount is just over \$2M. We would also lose the "Investment" earnings of that shorted payments costing us potential 7.85% which is the current discount rate for earnings on the plan.

In conclusion, we recommend not utilizing this option and staying on our current payment plan. The annual savings is not significant enough to warrant attention.

Background information: If desiring to move forward, a resolution must be approved by Council at the June 21st meeting.

Recommended Action (Motion): Provide staff with feedback in regards to an opportunity to extend our payments against the unfunded pension liability for an additional 10 years.

Instructions to the Clerk: None.

—

Board of Trustees

Brian P. Tobin, Chairman
William T. Bulvidas, Vice Chairman
William C. Davis, Trustee
Edward J. McNeill, Trustee
Bryan Raines, Trustee
Mike Scheidt, Trustee
Dean M. Scheinert, Trustee
Donald A. Smith, Jr., Trustee

**PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM
CORRECTIONS OFFICER RETIREMENT PLAN
ELECTED OFFICIALS' RETIREMENT PLAN**
3010 East Camelback Road, Suite 200
Phoenix, Arizona 85016-4416
Telephone: (602) 255-5575
Fax: (602) 255-5572
www.psprs.com

Administration

Jared A. Smout
Administrator
Dave DeJonge
Deputy Administrator
Ryan Parham
Chief Investment Officer

MEMO

Date: Thursday, 18 May 2017

To: John Flynn, Executive Director, Arizona Fire District Association
Ken Strobeck, Executive Director, League of Arizona Cities and Towns
Craig Sullivan, Executive Director, County Supervisors Association
Manuel Johnson, Tribal Government Representative, PSPRS Advisory Committee

From: Jared Smout, Administrator, Public Safety Personnel Retirement System

Re: HB2485; Employer ability to increase their individual amortization period

Gentlemen, an unintended, yet possibly beneficial, consequence of the emergency clause attached to HB2485 and the unanticipated amendment to SB1442 affecting the amortization period of the unfunded liabilities is that an employer has the ability to choose a longer amortization period now and have it applied to their June 30, 2016 actuarial valuation, thereby possibly lowering their fiscal 2017-18 employer contribution rate. This is not being recommended by the Board of Trustees, but is an option to provide short-term relief for those employers who may need it.

Unfortunately, that does not give us much time to act in the event an employer does want to pursue that option now. As such, I have asked our actuaries to calculate a revised employer contribution rate based on a 30-year amortization period for each employer. This will facilitate an efficient and speedy process to help them make a decision, but what we will not be able to do in this short period of time is to provide any individual analysis on the effects of a longer amortization period, including dollar costs, provide the rate for a period different than 30 years or make individual presentations to the governing body in their efforts to decide.

Therefore, I am seeking your help to communicate this message to your respective groups and our limitations placed upon us right now. I am providing the rates, a standard resolution to be used by their governing body and a memo from our actuaries outlining the pros and cons of choosing to extend the amortization period.

In order for their fiscal 2017-18 rate to be revised, the only two opportunities for the Board of Trustees to hear these requests are at the May 31 and June 28 meetings, where we must receive the written request with the adopted resolution one week prior to each meeting date.

If an employer is in need of this relief and can afford to wait, it is recommended they do in order to take a more measured approach to this decision. For the June 30, 2017 valuations to be released in the fall, we will be able to provide more data to help employers make a more informed decision while they discuss and digest the information over a longer period of time.

Date: May 16, 2017

To: Jared Smout, Arizona Public Safety Personnel Retirement System

From: James D. Anderson, FSA, EA, MAAA, Francois Pieterse, ASA, FCA, MAAA and Mark Buis, FSA, EA, FCA, MAAA

Re: Pros and Cons of Lengthening the Amortization Period

This memorandum explores the pros and cons of lengthening the amortization period for legacy Public Safety Personnel Retirement System (PSPRS) and Corrections Officer Retirement Plan (CORP) plans. The current remaining amortization period is 20 years. HB 2485 allows employers to make a one-time request of the Retirement Board to lengthen the amortization period to 30 years.

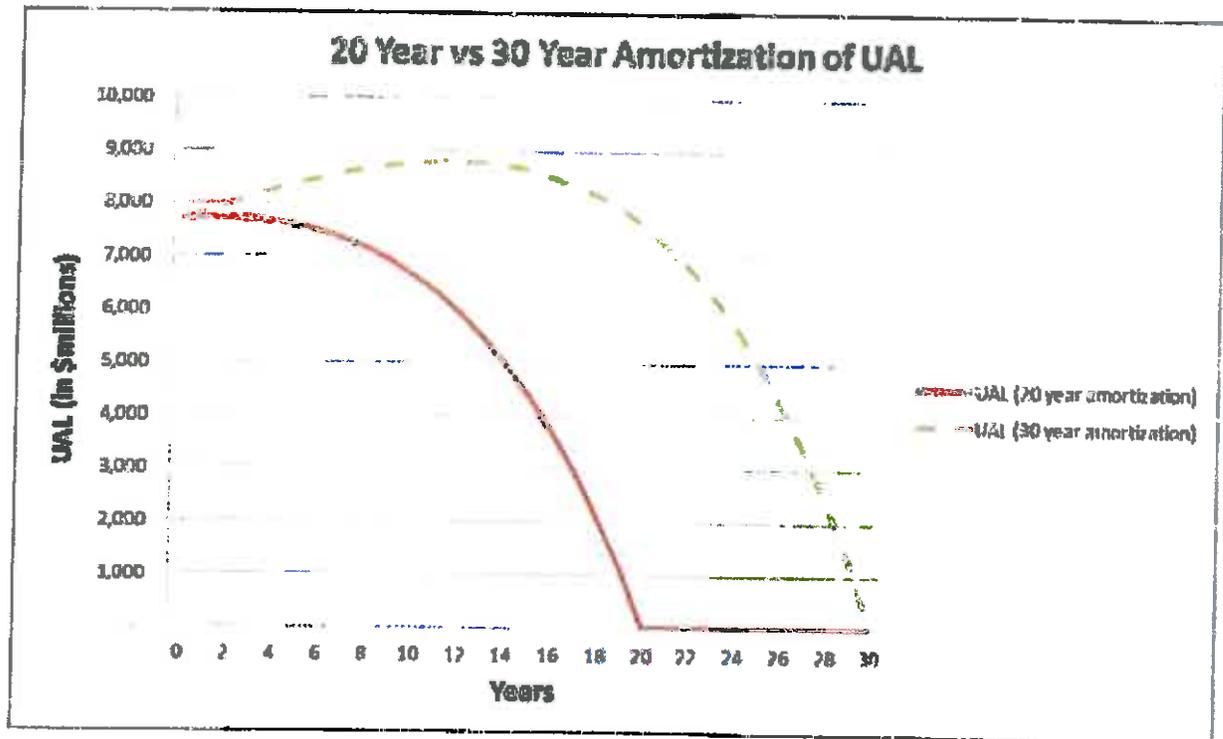
Pros:

- By lengthening the amortization period, the same debt (unfunded liability) is paid off over a longer period of time, thereby decreasing the initial total contribution requirement.
- Significant spikes in employer contribution rates for pension funds could wreak havoc on budgets and budget planning. Lengthening the amortization period could restore a modicum of predictability when budgeting.

Cons:

- Lengthening the amortization period increases the time during which the plan experiences so-called "negative amortization" – during which employers effectively pay only part of the interest and no principal on the debt, so the unfunded liability actually grows before decreasing.
- Pension funding becomes costlier over the long run by lengthening the amortization period due to additional interest that employers must pay on their amortized portions.
- When lengthening the amortization period, deferring recognition of pension costs that have already occurred inappropriately shifts these costs to future taxpayers (i.e. violating generational equity). Borrowing through the pension funds is not as transparent to taxpayers and works to hide rapidly mounting costs from them.
- Lengthening the amortization period may destabilize the pension system to the degree it undermines the amount of assets available to the fund for future benefits.
- Overfunded plans could have an increase in contribution amounts when the amortization period is lengthened.

A graphical depiction of the impact of lengthening the amortization period under level percent of payroll financing follows.



James D. Anderson, Francois Pieterse and Mark Buis are members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

PSPRS Employer Contribution Rates (Pension + Health)

Comparison of 20- and 30-year Amortizations of Unfunded (as of June 30, 2016 for July 1, 2017)

Division	Name	Funded	20-Year Rate	30-Year Rate	Δ
221	QUARTZSITE FIRE DISTRICT	80.52%	19.58%	18.37%	-1.21%
251	QUEEN VALLEY FIRE DISTRICT	84.04%	22.57%	21.53%	-1.04%
208	RINCON VALLEY FIRE DISTRICT	86.11%	19.21%	18.33%	-0.88%
200	RIO RICO FIRE DISTRICT	96.93%	16.36%	16.03%	-0.32%
222	RIO VERDE FIRE DISTRICT	72.81%	31.59%	27.87%	-3.72%
186	SEDONA FIRE DISTRICT	56.07%	34.85%	30.37%	-4.48%
195	SUMMIT FIRE DISTRICT	68.04%	29.39%	26.04%	-3.35%
177	SUN CITY FIRE DISTRICT	44.89%	55.84%	46.54%	-9.40%
170	NORTH COUNTY FIRE & MEDICAL	56.53%	35.68%	30.92%	-4.76%
155	SUN LAKES FIRE DISTRICT	67.83%	31.75%	27.95%	-3.80%
255	SUN SITES PEARCE FIRE DISTRICT	120.49%	12.59%	12.97%	0.38%
148	SUPERSTITION FIRE AND MEDICAL DISTRICT	68.49%	29.10%	25.88%	-3.22%
188	THREE POINTS FIRE DISTRICT	71.01%	25.90%	23.55%	-2.35%
257	TIMBER MESA FIRE AND MEDICAL DIST	82.75%	20.81%	19.62%	-1.19%
209	TONOPAH VALLEY FIRE DISTRICT	124.47%	15.85%	15.69%	0.04%
201	TRI-CITY FIRE DISTRICT	77.97%	20.42%	19.16%	-1.26%
172	TUBAC FIRE DISTRICT	78.90%	25.77%	23.60%	-2.17%
203	VERDE VALLEY FIRE DISTRICT	73.81%	26.06%	23.55%	-2.51%
250	WHETSTONE FIRE DISTRICT	182.16%	12.37%	12.64%	0.27%
237	WILLIAMSON VALLEY FIRE DISTRICT	98.08%	13.64%	13.47%	-0.17%
241	WITTMANN FIRE DISTRICT	88.57%	19.01%	18.36%	-0.65%
CITIES & TOWNS					
070	APACHE JUNCTION POLICE DEPT.	37.19%	53.29%	44.70%	-8.59%
059	AVONDALE FIRE DEPT.	72.60%	25.74%	23.40%	-2.34%
139	AVONDALE POLICE DEPT.	62.00%	27.45%	24.55%	-2.90%
245	BENSON FIRE DEPT.	79.34%	33.67%	30.41%	-3.26%
037	BENSON POLICE DEPT.	51.91%	34.17%	29.46%	-4.71%
001	BISBEE FIRE DEPT.	7.53%	83.71%	67.62%	-16.09%
038	BISBEE POLICE DEPT.	14.82%	134.54%	107.05%	-27.49%
190	BUCKEYE FIRE DEPT.	77.13%	21.81%	20.36%	-1.45%
106	BUCKEYE POLICE DEPT.	62.73%	26.61%	24.08%	-2.53%
044	BULLHEAD CITY FIRE DEPT.	64.34%	40.83%	34.87%	-5.96%
114	BULLHEAD CITY POLICE DEPT.	50.94%	47.59%	40.14%	-7.45%
121	CAMP VERDE MARSHALS	63.08%	33.57%	29.40%	-4.17%
002	CASA GRANDE FIRE DEPT.	54.61%	39.96%	34.36%	-5.60%
003	CASA GRANDE POLICE DEPT.	40.78%	49.28%	41.50%	-7.79%
229	CAVE CREEK MARSHALS	70.83%	24.89%	22.82%	-2.07%
004	CHANDLER FIRE DEPT.	61.53%	37.09%	32.09%	-5.00%
005	CHANDLER POLICE DEPT.	53.43%	42.22%	36.04%	-6.18%
109	CHINO VALLEY POLICE DEPT.	62.26%	33.55%	29.36%	-4.17%
228	CITY OF MARICOPA FIRE DEPT.	86.73%	19.44%	18.58%	-0.86%
243	CITY OF MARICOPA POLICE DEPT.	89.51%	17.99%	17.39%	-0.60%
105	CLARKDALE POLICE DEPT.	63.20%	34.85%	29.96%	-4.89%
006	CLIFTON FIRE DEPT.	38.51%	5.00%	5.00%	0.00%
083	CLIFTON POLICE DEPT.	152.68%	13.50%	13.67%	0.17%
239	COOLIDGE FIRE DEPT.	95.72%	16.77%	16.48%	-0.28%
085	COOLIDGE POLICE DEPT.	47.75%	39.08%	33.55%	-5.54%
102	COTTONWOOD FIRE DEPT.	70.24%	26.81%	24.12%	-2.49%
066	COTTONWOOD POLICE DEPT.	39.08%	47.60%	40.21%	-7.39%
246	DESERT HILLS FIRE DEPT.	78.87%	18.53%	17.58%	-0.95%
008	DOUGLAS FIRE DEPT.	30.03%	64.01%	53.08%	-10.93%
009	DOUGLAS POLICE DEPT.	34.54%	65.82%	54.19%	-11.63%
089	EAGAR POLICE DEPT.	44.50%	78.31%	63.79%	-14.52%
127	EL MIRAGE FIRE DEPT.	78.87%	21.61%	20.10%	-1.51%
093	EL MIRAGE POLICE DEPT.	56.17%	32.60%	28.64%	-3.96%
079	ELOY POLICE DEPT.	63.89%	34.70%	30.19%	-4.51%
010	FLAGSTAFF FIRE DEPT.	39.71%	75.11%	61.62%	-13.49%
011	FLAGSTAFF POLICE DEPT.	38.83%	54.73%	45.54%	-9.19%
178	FLORENCE FIRE DEPT.	99.56%	15.88%	15.64%	-0.24%



Town of Camp Verde

Meeting Date: June 7, 2017

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

Requesting Department: Administration/IT

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact): Discussion, consideration, and possible approval of agreement to finance Computer, Mobile Computers for Marshal's Vehicles, Networking, Security and Building Access software and hardware for 3 years with Cisco.

List Attached Documents:

1. Cost Proposal overview from Merit, the Town's IT provider and CDW for Mobile Computers for CVMO.
2. Cisco Agreement

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviews Completed by:

- Department Head: Russ Martin**
 Town Attorney Comments:
 Finance Department: Per upcoming 2017/18 Budget Preliminary Approval

Background Information:

This amount includes several items staff has worked with IT provider over the past year to determine the needs of the whole organization and the priorities necessary to secure the Town facilities as well as stabilize or IT daily needs.

This includes at a minimum:

- *Replaces 18 + 1 emergency backup mobile computers in the CVMO vehicles. Current computers were purchased 4 years ago from the City of Cottonwood who had purchased new replacements, minor upgrades were installed and have served us well for this time but new ones are necessary at this time. Fully compatible with E-Ticket system.*
- *3 new servers of 4 that operate the whole network and its backup.*
- *Provides approximately half of the computer replacements for the entire organization including some tablets for mobile work in planning/code enforcement, storm water, etc..*
- *Updates WiFi within all non-library town facilities for internal and external customers on each campus.*
- *Replaces phone system setups, including networking for more stable system. (VoIP)*

- *Implements first phase of security and access control starting with upgrading/replacing CVMO system and installing security/access control at the Library. This will allow year to year installations in the future to protect all other Town assets as funding priorities are determined in the coming years.*

This is done with allocations that were placed in the 17/18 Budget from IT (25K), MDC's(65K) for CVMO and security items(18K) placed as priorities in the meetings leading to preliminary budget approval (108K). The payment amount will be for 3 years, major items included in the prices are under warranty during that time as well as cost of implementation.

The last major upgrade to IT was done just prior to my arrival in 2010 and we have replaced staff computers and a server since with limiting capital in IT to approximately 15K per year resulting in a backlog of upgrades.

Recommended Action (Motion):

Move to authorize signature on Cisco agreement and begin implementation of IT and security upgrades.



2301 West State Route 89A - Suite 101
 Sedona, Arizona 86336
 www.merittp.com
 928.284.9900

QUOTE

DATE: 5/15/2017

QUOTE #: Q-2015-0351

PREPARED FOR:

Cisco System Capital Corporation
 1111 Old Eagle School Rd
 Wayne, PA 19087
 866.247.2680

PROJECT:

Master Invoice

Description	Qty	Rate	Total
Quote #Q-2015-0350 - Access Control	1	15,741.00	15,741.00
Quote #Q-2015-0349 - Software	1	12,125.00	12,125.00
Quote #Q-2015-0348 - Cameras	1	22,800.00	22,800.00
Quote #Q-2015-0347 - VoIP	1	33,050.00	33,050.00
Quote #Q-2015-0346 - PC's	1	27,967.00	27,967.00
Quote #Q-2015-0345 - Servers	1	67,023.00	67,023.00
Quote #Q-2015-0344 - WI-FI	1	8,800.00	8,800.00
Quote #Q-2015-0343 - Networking	1	14,375.00	14,375.00
Quote #Q-2015-0358 - Panasonic ToughBooks	1	70,149.14	70,149.14

Subtotal \$272,030.14

Sales Tax (9.35%) \$0.00

Total \$272,030.14

If you have any questions concerning this quote, please contact:

Paul Giovanni
 928.284.9900 x7000 Mobile: 928.300.4619
 pgiovanni@merittp.com

THANK YOU FOR YOUR BUSINESS!



CSC Rep: Nick Ferrari
Title: Inside Sales Representative
Phone: 610-386-2833
Email: nferrari@cisco.com
Date: 5/31/2017

Financing Proposal

Prepared For:

Company: Town of Camp Verde
Address:

Contact:
Phone:
Email:

Vendor Information:

Company: Merit Technology Partners
Address:

Contact:
Phone:
Email:

It's a fact that 8 out of 10 businesses finance their technology equipment...and what better provider of that financing option than a company that knows technology? It just makes sense. Cisco provides industry-leading technology and we offer an easy and affordable way to finance it.

Financing through Cisco Systems Capital Corporation ("CSCC") is a convenient and smart financial choice. We offer easy financing solutions at competitive rates, with flexible terms and simplified documentation.

Cisco Systems Capital is pleased to offer you the following financing solution(s):

Financing Costs Breakdown:

	\$272,030.14
Total Amount Financed	\$272,030.14

Payment Structure Breakdown:

33 Buy Out Annual Payments	
Payment Range	1 thru 3
Payment Amount	\$84,627.62

General Terms and Conditions

- 1) The pricing contained within this proposal expires in 30 days.
- 2) Payments above exclude all applicable sales taxes.
- 3) Proposed financing is subject to credit approval and review of final equipment, software and services configuration
- 4) This proposal is for discussion purposes only. All payments and financing options are subject to final review, approval and documentation by CSCC.
- 5) The equipment being financed may not be shipped to or used in any jurisdiction outside the US unless approved by CSCC. If approved, any such equipment may be subject to pricing and documentation restrictions.
- 6) If the solution provider is not already an approved Cisco Systems Capital vendor, they must be set up and approved via CSCC standard vendor approval process.
- 7) The commencement date will be the earlier to occur of the execution date specified in the Certificate of Acceptance or 30 days after shipment of the final piece of equipment.
- 8) The above payments are based on like term SWAP interest rates as published in the Federal Reserve daily update (<http://www.federalreserve.gov/releases/h15/>) and is subject to adjust prior to the commencement date to retain CSCC's implicit financing rate. Any basis point change in the like term SWAP will result in a corresponding basis point adjustment to the implicit in the lease which will then result in a recalculation of the lease payment.

Clerk

#13

ADDITIONAL INFORMATION

TOWN OF CAMP VERDE
REGULAR SESSION

MAYOR AND COUNCIL

473 S MAIN STREET, SUITE 106

WEDNESDAY, JUNE 7, 2017 at 6:30 P.M.

9. Discussion, consideration and possible authorization to award contract to the lowest, responsible bidder to install 665 linear feet of a future 8" force main within the ADOT State Route 260 Highway improvements. The bid opening will be held on Monday, June 5, 2017. Staff Resource: Ron Long
- New Staff Report to include Finance Directors Comments
 - Quotes from contractors
13. Discussion, consideration and possible approval of agreement to finance Computers, Mobile Computers for Marshal's Vehicles, Networking, Security and Building Access Software and Hardware for 3 years from Cisco. Staff Resource: Russ Martin
- Cost Proposal overview from Merit, and CDW for Mobile Computers for CVMO
 - Cisco Proposal
 - Funding Agreement

(13)



Town of Camp Verde

Meeting Date: June 7, 2017 (Amended/Additional Information)

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

Requesting Department: Administration/

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact): Discussion, consideration, and possible approval of agreement to finance Computer, Mobile Computers for Marshal's Vehicles, Networking, Security and Building Access software and hardware for 3 years with Cisco.

List Attached Documents:

1. Cost Proposal overview from Merit, the Town's IT provider and CDW for Mobile Computers for CVMO.
2. Cisco Proposal
3. Funding Agreement

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 15 minutes

Reviews Completed by:

- Department Head: Russ Martin,
- Town Attorney Comments:
- Finance Department: Per upcoming 2017/18 Budget Preliminary Approval.

The finance agreement now includes sales taxes as well as a finance amount for approximately 4%. Total annual payment would be \$104,090, originally budgeted for next year \$108,000.

Background Information:

As previously submitted with total cost equaling \$312,272 with \$13,038 interest and \$27,203 for sales taxes included.

Recommended Action (Motion):

Move to authorize signature on finance agreement and begin implementation of IT and securing upgrades.

DOCUMENTATION INSTRUCTIONS FOR LEASE NUMBER PUB 16888

The instructions listed below should be followed when completing the enclosed documentation. Documentation completed improperly will delay funding. If you have any questions regarding the instructions or the documentation, please call us.

I. STATE AND GOVERNMENT LEASE-PURCHASE AGREEMENT

- 1. **Bank Qualification Section**
 - Read and check box if appropriate
- 2. **Lessee Signature**
 - Print name, title, sign and date (must be authorized officer)

II. ATTACHMENT 1 — LEASE PAYMENT SCHEDULE

- Print name, title, sign and date

III. ATTACHMENT 2 — EQUIPMENT DESCRIPTION — (WHEN PROVIDED)

- Print name, title, sign and date

IV. STATE SPECIFIC ADDENDA

Required for: AR, AZ, CO, FL, GA, KS, LA, MI, MN, MS, NC, NJ, NY, OH, OK, & TX

- Print name, title, sign, date and attest when required

V. ACCEPTANCE CERTIFICATE – PLEASE RETAIN UNTIL ALL EQUIPMENT HAS BEEN RECEIVED AND IS IN FULL WORKING ORDER

- Print name, title, sign and date

VI. 8038 OR GC — IRS FORM

The enclosed form is a SAMPLE only. The actual 8038G or GC will be completed and sent to you for your signature after closing, with instructions to return the original to us at your earliest convenience. This is being done in accordance with the Internal Revenue Service regulations and is a requirement of this financing.

VII. ADDITIONAL DOCUMENTATION THAT MUST BE SENT PRIOR TO FUNDING — (WHEN APPLICABLE):

- Insurance Certificate for Property – List DE LAGE LANDEN PUBLIC FINANCE, LLC and/or Its Assigns as "loss payee" to the address listed below. The certificate must also show the physical address where the equipment is located or the phrase "throughout jurisdiction" may be used. Must also list amount being financed.
- Insurance Certificate for Liability – List DE LAGE LANDEN PUBLIC FINANCE, LLC and/or Its Assigns as "additional insured."
- Vendor invoice listing customer as both bill to and ship to party (to be provided by vendor)
- Completed Billing Information form
- Advance payment check made payable to DE LAGE LANDEN PUBLIC FINANCE, LLC
- State sales tax exemption certificate
- Escrow Agreement – Return signed Escrow Agreement Incumbency Certificate & Lessee W9
-
-

ALL DOCUMENTATION SHOULD BE RETURNED VIA FAX OR EMAIL AS FOLLOWS:

Attention: _____

Email: _____

Lease Processing Center
1111 Old Eagle School Road
Wayne, PA 19087

De Lage Landen Public Finance LLC

1111 Old Eagle School Road
Wayne, PA 19087

State and Local Government Lease-Purchase Agreement

PHONE: (800) 736-0220
FACSIMILE: (800) 700-4643

LESSEE	Full Legal Name TOWN OF CAMP VERDE		Phone Number		
	DBA Name (if any)		Purchase Order Request Number		
	Billing Address 395 SOUTH MAIN STREET		City CAMP VERDE	State AZ	Zip 86322
EQUIPMENT INFORMATION	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule if Applicable)	
				SEE ATTACHED MERIT TECHNOLOGY PARTNERS QUOTE: Q-2015-0351 DATED 5/15/2017	
Equipment Location (If not same as above) City State Zip					
PAYMENT INFORMATION	Number of Lease Payments 3		Lease Payments:		
	Full Lease Term (in Months) 36		<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Annually <input type="checkbox"/> Other: _____ End of Lease Option: \$1 _____		
			BANK QUALIFICATION		
			By checking the box below, YOU hereby designate this Lease as a "qualified lease-purchase obligation" as defined in Section 265(f)(3)(B) of the Internal Revenue Code and represent that the aggregate face amount of all lease-purchase obligations (including private activity bonds other than qualified 501(c)(29) bonds) issued or to be issued by YOU and YOUR sub-affiliate entities during the calendar year in which YOU enter into this Lease is not reasonably expected to exceed \$10,000,000.		
			<input type="checkbox"/> Bank Qualification Elected		

TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

- LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories (Equipment) on the terms and conditions of this Lease and on any attached schedule.
- TERM.** This Lease is effective on the date when the term of this Lease and YOUR obligation to pay rent commence, which date shall be the date that funds are advanced by US to YOU, the vendor of the Equipment or an escrow agent for the purpose of paying or reimbursing all or a portion of the cost of the Equipment (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. **THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.**
- LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 18% per annum or the maximum amount permitted by law, whichever is less, from such date.
- CONTRIBUTION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.
- NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.
- WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.
- DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US), IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	
	The Equipment Is:	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED
	Signature	Date
	Title	
	Print Name	
Legal Name of Corporation TOWN OF CAMP VERDE		
(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)		
LESSOR	Lessor Signature	Date
	Print Name	
	Title	
	For DE LAGE LANDEN PUBLIC FINANCE LLC	
	Lease Number PUB 16896	
Lease Date JUNE 6, 2017		
Vendor ID Number		

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. MAINTENANCE. YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. ASSIGNMENT. YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. LOSS OR DAMAGE. YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. INDEMNITY. WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

13. TAXES. YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. INSURANCE. During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named less payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. DEFAULT. Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US; (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. REMEDIES. WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peaceably with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. PURCHASE OPTION. Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US; (b) on the last day of the Original Term or any Renewal Term then in effect, upon

at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. REPRESENTATIONS AND WARRANTIES. YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriately or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. UCC FILINGS AND FINANCIAL STATEMENTS. YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. UCC - ARTICLE 2A PROVISIONS. YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-506 through 2A-522 of the UCC.

21. TAX EXEMPTION. YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including without limitation Sections 103, 141, 148 and 149 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation. YOU acknowledge that these provisions of the Code provide restrictions on the use of the Equipment and the expenditure and investment of money related to this Lease. YOU agree to insure the timely and accurate filing of IRS Form 8338-G or Form 8338-6C, as applicable, as required by the Code, and will fully cooperate with US to insure such timely and accurate filing.

22. BANK QUALIFICATION. If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. CHOICE OF LAW; JURY TRIAL WAIVER. This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. ENTIRE AGREEMENT; SEVERABILITY; WARNERS. This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

25. FACSIMILE DOCUMENTATION. YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

26. ROLE OF LESSOR. WE have not acted and will not act as a fiduciary for YOU or as YOUR agent or municipal advisor. WE have not and will not provide financial, legal, tax, accounting or other advice to YOU or to any financial advisor or placement agent engaged by YOU with respect to this Lease. YOU, YOUR financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Lease from its own advisors (including as it relates to structure, timing, terms and similar matters).

ATTACHMENT 1

STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

Lease Payment Schedule

LESSOR: DE LAGE LANDEN PUBLIC FINANCE, LLC

LESSEE: TOWN OF CAMP VERDE

LEASE NUMBER: PUB 16896

LEASE DATE: JUNE 5, 2017

Payment Number	Payment Date	Rental Payment	Interest Portion	Principal Portion	Balance	Purchase Price
Loan	6/5/2017	-	-	103,094.85	299,233.15	-
1	7/5/2017	104,090.38	995.53	96,115.04	196,138.30	201,336.96
2	7/5/2018	104,090.38	7,975.34	100,023.26	100,023.26	102,673.88
3	7/5/2019	104,090.38	4,067.12	299,233.15	0.00	0.00
Grand Totals		312,271.14	13,037.99			

Sales tax of \$27,203.01 is included in the financed amount shown above.

LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR IS \$ 299,233.15 * AND THAT SUCH AMOUNT, NET OF ANY ADVANCE PAYMENTS, IS THE ISSUE PRICE FOR FEDERAL INCOME TAX PURPOSES. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 3.992%*. SUCH ISSUE PRICE AND YIELD WILL BE STATED IN THE APPLICABLE IRS FORM 8038-G.

The promotional amortization schedule (including the equipment cost, the promotional interest rate, the payment dates and the payment amounts) shall remain as detailed above. The two figures noted with an * above (amount financed by Lessor and the Yield for Federal income tax purposes) may need to be adjusted prior to closing in the event financial market conditions change. If such revisions are deemed necessary by Lessor (in its sole discretion), it is understood and agreed that a revised version of the amortization schedule reflecting these changes will be executed prior to closing.

Lessee Signature: _____ Date: _____

Print Name: _____ Title: _____

09PFD0C155v2

ARIZONA ADDENDUM TO STATE AND LOCAL GOVERNMENT LEASE-PURCHASE AGREEMENT

LESSOR: DE LAGE LANDEN PUBLIC FINANCE LLC

LESSEE: TOWN OF CAMP VERDE

LEASE NUMBER: PUB 16896

LEASE DATE: JUNE 5, 2017

This Addendum is hereby incorporated in and is hereby made a part of the above-referenced State and Local Government Lease-Purchase Agreement (together with all Exhibits and Attachments and this Addendum, the "Lease"). Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment. Lessor and Lessee hereby agree that capitalized terms used herein and not otherwise defined herein shall have the terms assigned to such terms in the Lease and that the following changes and additions shall be made to the Lease:

1. IF YOU ARE A COUNTY, Section 8 of the Lease is hereby deleted and the following Section 8 is hereby inserted in lieu thereof:

8. TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS. During the term of this Lease, title to the Equipment shall be retained by US, except for those modifications that YOU add to the Equipment that can be removed without damaging the Equipment. YOU will not have any right, title or interest in the Equipment except as expressly set forth in this Lease. If YOU are in default of this Lease, or this Lease is terminated for any reason other than pursuant to Section 17, YOU will, at your cost and expense, peaceably deliver the Equipment to US at the location or locations specified by US. Upon YOUR exercise of the purchase option pursuant to Section 17 or payment in full of all Lease Payments under this Lease, title to the Equipment will immediately and without further action by US vest in YOU, AS IS, WHERE IS, without warranty, express or implied, free and clear of any claim by or through US. It is the intent of both parties that any transfer of title to YOU pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. WE will, nevertheless, execute and deliver any such instruments as YOU may request to evidence such transfer. YOU will, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

2. The following Section 26 is hereby added to the Lease:

26. CANCELLATION FOR CONFLICT OF INTEREST. Notwithstanding any provision in this Lease to the contrary, pursuant to A.R.S. § 38-511, the State of Arizona, its political subdivisions or any department or agency of either may, within three years after its execution, cancel any agreement or contract, without penalty or further obligation, made by the State of Arizona, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement or contract on behalf of the State of Arizona, its political subdivisions or any of the departments or agencies of either is, at any time while the agreement or contract or any extension of the agreement or contract is in effect, an employee or agent of any other party to the agreement or contract in any capacity or a consultant to any other party of the agreement or contract with respect to the subject matter of the agreement or contract. A cancellation made pursuant to this Section will be effective when WE receive written notice of the cancellation, unless the notice specifies a later time, in which case it will be effective on such later date. Upon the cancellation of this Lease pursuant to this Section, YOU will immediately surrender possession of the Equipment under this Lease to US, and will, at YOUR expense, peaceably deliver the Equipment to US at the location or locations specified by US. YOU hereby certify that neither YOU nor any of YOUR directors, officers or agents, nor any person having an interest in this Lease by, through or under YOU, is or has been an officer or agent of US or been significantly involved in initiating, negotiating, securing, drafting or creating this Lease on behalf of US. YOU recognize that this Lease is entered into by US in reliance upon the foregoing certification.

3. The following Section 27 is hereby added to the Lease:

27. COMPLIANCE WITH ARIZONA LAW. WE agree to comply with the federal immigration laws and regulations that relate to OUR employees and with A.R.S. §23-214(A), to the extent such laws and regulations are applicable to US.

Except as specifically set forth in this Addendum, all terms and conditions contained in the Lease will remain in full force and effect and are hereby ratified and confirmed.

LESSEE SIGNATURE	Legal Name of Lessee <u>TOWN OF CAMP VERDE</u>
	Signature _____ Date _____
	Print Name _____
	Title _____
(LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)	

LESSOR SIGNATURE	Name of Lessor <u>DE LAGE LANDEN PUBLIC FINANCE LLC</u>
	Lessor Signature _____ Date _____
	Print Name _____
	Title _____
Lease Number <u>PUB 16896</u>	

09PFDC0942

ESSENTIAL USE QUESTIONNAIRE

Lessee Contact Name / Position: _____ Phone Number: _____

1) Please clarify legal name of proposed lessee? TOWN OF CAMP VERDE

2) Is any equipment to be leased replacing any existing equipment? (If No, proceed to question 3)..... Yes No

What percentage of the equipment to be leased is replacement? _____ %
How long was the existing equipment in use? 1-3 yrs 3-5 yrs 5+ yrs
Why is the existing equipment being replaced? _____

3) For what purpose is the equipment being acquired? (Provide detail as to which department(s) and the expected use of the equipment)

4) Was the equipment/lease placed for competitive bid? Yes No

If No, why was a bid not required?
 Covered under state contract (Contract name and # _____)
 Size of transaction does not require competitive bid (What documentation _____)
 Transaction exempt from bidding process pursuant to current statutes (statute # _____)
(Please attach copy of statute if available)
 Other _____

5) What is the source of funds for repayment of this obligation?
 Local Property Taxes
 State Unrestricted Revenues
 Federal Financial Assistance
 Chapter I Chapter II Other _____
 Other _____

6) Are the funds to be used for repayment of this obligation appropriated and encumbered in an approved budget? Yes No
If No, why is the obligation not included in an approved budget? _____

7) Why do you expect funds to continue to be appropriated in the future for repayment of this obligation? _____

To the best of your knowledge, have you ever non-appropriated funds in the past? Yes No
If Yes, please provide details _____

8) What is required on the invoice for prompt payment? _____

Completed By: _____
Signature: _____ Date: _____
Print Name: _____ Phone: _____

BILLING INFORMATION

PLEASE COMPLETE THIS FORM AND RETURN WITH DOCUMENTS

In order for DE LAGE LANDEN PUBLIC FINANCE, LLC to properly bill and credit your account, it is necessary that you complete this form and return it with the signed documents.

Billing Name: _____
If you would like your invoices emailed to you in place of regular mail, please provide an email address(es) below:

***YOUR INVOICES WILL BE EMAILED FROM INVOICEDELIVERY@PAYEREXPRESS.COM**
Subject line will read: Your Lease Direct Invoice is ready to view online!

Billing Address: _____

Attention: _____

Telephone Number: _____

FEDERAL ID#: _____

SPECIAL INSTRUCTIONS

Do you require a Purchase Order Number on the invoice? If yes, please provide PO# _____ YES NO

Is a new purchase order required for each new fiscal period? YES NO

If yes, provide month/year PO expires _____

Are you sales tax exempt? If yes, please attach a copy of exempt certificate or direct pay permit. YES NO

Do you require any special information to establish a vendor number for _____? YES NO

If yes, please advise: _____

Additional Comments: _____

CONTACT INFORMATION AND QUESTIONNAIRE FOR FORM 8038-G FILINGS (required for all State and Local Government transactions)

Contact Name: _____

Title: _____

Contact Address: _____

Contact Telephone Number: _____

Email Address: _____

If you have further questions, please consult your regular bond or legal counsel.

16PF00C272

DE LAGE LANDEN PUBLIC FINANCE, LLC

- Check here if your billing or Equipment Location has changed or is incorrect.
Please note changes on the reverse side.
Payment sent without a copy of this invoice may be subject to a delay in processing.

- Please do not send correspondence to this address.
- Send payment for this invoice to:
DE LAGE LANDEN PUBLIC FINANCE, LLC
REF#
1111 OLD EAGLE SCHOOL ROAD
WAYNE, PA 19087

- All future payments must be paid to the following Lockbox:
DE LAGE LANDEN PUBLIC FINANCE, LLC
LOCKBOX PO BOX 41602
PHILADELPHIA, PA 19101

INVOICE #: PUB 16896
 REFERENCE #: _____
 CUSTOMER #: _____
 DUE DATE: 7/5/2017
 TOTAL DUE: \$104,090.38

INVOICE DATE	INVOICE #	REFERENCE #	CUSTOMER
	PUB 16896		
P.O. NUMBER		EQUIPMENT DESCRIPTION	
		SEE BELOW	
EQUIPMENT LOCATION			

INVOICE

CUSTOMER SERVICE 800-935-9439

EQUIPMENT DESCRIPTION	DUE DATE	PAYMENT AMOUNT
LEASE PAYMENT	7/5/2017	\$104,090.38
TOTAL		\$104,090.38

FOR PROPER CREDIT, PLEASE SUBMIT A COPY OF THIS INVOICE WITH PAYMENT.

11PFDOC194V2



Issue 16 - April 28, 2017

Legislative Overview

Today is the 110th day of session and we are still waiting for the legislature to introduce and take action on the FY '18 budget. In the meantime, League staff has been tracking the last remaining bills of the session, including some League resolutions.

To date, 283 bills have passed the legislature. The governor has signed 211 into law, vetoed four and the remaining bills are pending action by the governor.

State Budget

While negotiations continue, they have yet to culminate in a budget compromise. The universities' bonding proposal remains the lynchpin to reaching a final agreement and moving toward sine die.

It has been widely reported by various media outlets that any proposal regarding more funding for universities will not include any city, town or county revenues. But, even with that issue seemingly resolved, there is still much debate over how much additional funding the universities should receive and what mechanism should be used to provide that funding.

Other budget matters remain but cannot be agreed on until the legislature settles the university funding issue. There have been rumors of the budget bills being released next week. Even though we believe there is little or no direct impact on city revenue, we cannot be completely sure we will not be affected until we see the bills. We will start our analysis as soon as we receive them and will send out a communication about the contents of the budget as soon as possible.

In the meantime, please keep communicating with your legislative delegation about the budget and let us know what you are hearing.

Full and Final

SB 1332 NOW: workers' compensation; settlement; travel expenses, sponsored by Sen. Karen Fann, R-Prescott, LD 1, was unanimously approved on Final Read in the Senate yesterday, but still needs a final vote in the House before going to the governor for his signature. The House will likely take up the measure early next week and as of now there appears to be no organized opposition.

The bill makes much needed and overdue reforms to the Workers' Compensation Act to allow for mutually beneficial "full and final" settlements of Workers' Compensation claims. The changes are part of a Workers' Comp consensus package that was negotiated and agreed to by employers and insurers as well as representatives for injured workers. These negotiations focused on providing statutory protections for employees that choose to settle their claims.

Employees benefit from these settlements by allowing them full control and access to their medical benefits without having to go through any intermediaries. Employers, including public employers like cities and towns, benefit from final settlements because they reduce administrative costs and eliminate the need to keep reserves associated with those claims. This in turn helps control Workers' Comp costs for both privately-insured and self-insured employers such as those with the municipal risk pool. A majority of other states allow for full and final settlements and SB 1332 would bring Arizona in line with other states that allow their employees and employers to benefit from this voluntary settlement option.

Please thank your Senators for their support of Workers' Comp reforms that will help protect the system and benefit employees and employers, and let your Representatives know that we would appreciate their support as well.

Legislative Bill Monitoring

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



Issue 17 - May 5, 2017

Legislative Overview

Today is the 117th day of the session and, while the chambers have officially amended the rules to allow them to go through next Thursday, it is expected they will complete their work early next week on the last remaining policy bills and adjourn sine die. The major work this week has been on the state budget, which was finished when the House took its final vote around 4:00 a.m. today after an all-night session.

To date, 294 bills have passed the legislature. The governor has signed 279 into law, vetoed 5 and the remaining bills are pending action.

State Budget

Early this morning, the Arizona legislature passed a \$9.8 billion budget. Cities and towns have been part of the budget discussions since the Arizona Board of Regents' bonding proposal that would have taken our shared revenue first surfaced as part of the Executive budget. Unfortunately, we have never been directly involved in the negotiations. Until recently, shared revenue was still an element of the mechanism to fund the debt service so we have been unable to assist the universities in their efforts.

Ultimately, there was so little support for the original proposal that the proponents had to concede and the mechanism was abandoned in favor of a more traditional appropriations process. Even that had trouble receiving enough support to pass so the "horse trading" began.

We learned early in the day that we were once again going to be pulled into the fray when we heard that the provisions of HB 2495 (consolidated election dates; tax authorization) were rumored to be added to one of the budget bills as a way to "buy" votes for the bonding bill.

As you will recall, this HB 2495 would have required all local sales tax questions to be put before the voters and limited the time these elections could occur to the fall cycle even-numbered years. We opposed this bill for a number of reasons, particularly as an

intrusion on the decision making of local governments and were able to defeat it in the Senate Judiciary committee.

Instead of jeopardizing one of the budget bills, a House Ways and Means committee was hastily called and the provisions of HB 2495 were stricken onto SB 1152. The bill barely passed out of the House on a 32-27-1 vote.

However, the bill failed on the Senate floor by a vote of 14-16 with Senators Kate Brophy McGee, Karen Fann and Gail Griffin voting no. Senator Griffin moved for reconsideration of the bill but that motion was defeated on a standing division of 11-14. While this procedural move means that SB 1152 cannot be resurrected, we anticipate another attempt to pass this bill will occur next week.

Based on past legal decisions, it seems there is a very strong likelihood that the courts would rule that charter cities have the authority to determine when these elections should be held. Regardless of whether you are a charter city or not, since statehood, elected city councils have had the authority to adjust tax rates unless they have a charter requirement to do otherwise.

We will not know what the path forward will be until next week and will keep you informed on any action on this issue.

SINE DIE

Now that the budget is finalized, the Legislature will address the remaining bills still moving through the process, including a few that we are still working on. We have heard that the plan is to adjourn *sine die* next Tuesday May 9th.

Legislative Bill Monitoring

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