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

If you want to speak ON ANY ITEM ON THE AGENDA, PLEASE complete the Request to Speak Form

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

- 1. Call to Order.**
- 2. Roll Call.** Council Members Jackie Baker, Buck Buchanan, Dee Jenkins, Brad Gordon, Robin Whatley; Vice Mayor Jessie Murdock; and Mayor Charles German.
- 3. Pledge of Allegiance.**
- 4. Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.

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a) Approval of the Minutes:

- 1) Regular Session – June 6, 2018

b) Set Next Meeting, Date and Time:

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

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

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

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e) Possible approval of Ordinance 2018-A435 an ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving submission of escrow papers to the title company for the purchase of .35 Acres (total) of real property located in Yavapai County and designated as Yavapai County Parcel Numbers/address/acreage: 404-28-007A/24 W. Finnie Flat Road/.26 Acres and 404-28-007B/250 S. Main Street/.9 Acres. [Staff Resource: Russ Martin, Carol Brown]

f) **Community Development Block Grant (CDBG) Leverage Resolution 2018-1009, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, Committing Local Funds as Leverage for Fiscal Year 2019, Community Development Block Grant Application.** [Staff Resource: Deborah Ranney]

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g) **Possible award of Change Order in the amount of \$179,025, under Agreement #18-125, in order to facilitate the pond excavation and transport of the evacuated materials to the park site.** [Staff Resource: Ron Long]

5. **Special Announcements and presentations.**

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

6. **Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to A.R.S. §38-431.01(H))

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

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

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

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

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

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

10. **Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion,

consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.

11. Adjournment

Posted by: _____ Date/Time: _____

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

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0021

Agenda items may be taken out of order.

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

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

Camp Verde Council Meetings are recorded and may be viewed on the Camp Verde website. Pursuant to A.R.S. §1-602(A)(9), parents and legal guardians have the right to consent before the Town of Camp Verde makes a video or voice recording of a minor child. If you permit your child to participate in the Council Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request in advance to the Town Clerk that your child not be recorded.

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

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

1. Call to Order

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

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

Also Present: Town Manager Russ Martin, Town Clerk Judy Morgan, Commander Brian Armstrong, Finance Director Mike Showers, Economic Development Director Steve Ayers, Economic Development Specialist Sebra Choe and Recording Secretary Marie Moore.

3. Pledge of Allegiance

Mayor German led the Pledge of Allegiance.

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

a) Approval of the Minutes:

- 1) Regular Session – May 16, 2018
- 2) Council Hears P&Z Matters – May 23, 2018

b) Set Next Meeting, Date and Time:

- 1) Wednesday, June 13, 2018 at 5:30 p.m. – Work Session
- 2) Wednesday, June 20, 2018 at 6:30 p.m. – Regular Session
- 3) Wednesday, June 27, 2018 at 6:30 p.m. – Council Hears P&Z Matters
- 4) Wednesday, July 4, 2018 at 6:30 p.m. - Regular Session – Meeting cancelled per Resolution 2018-994

c) Possible approval for the Finance Director to open the Parks Fund to track the construction of the new Camp Verde Sports Complex. [Staff Resource: Mike Showers]

On a motion by Councilor Gordon, seconded by Councilor Buchanan, Council unanimously approved the Consent Agenda.

Councilor Gordon requested an explanation of item 4(c) for the public's benefit.

Town Manager, Russ Martin explained that the purpose of the account is to track the funding in detail for the construction of the park, which will be useful in the future for records.

5. Special Announcements and presentations.

5.1. Proclamation in the memory of the Granite Mountain Hotshots.

Mayor German declared June 30, 2018 a day to remember all of the Granite

Mountain Hotshots that gave their life in the line of duty.

5.2. Verde Valley Senior Center/Meals on Wheels, Request for Funding.
[Requested by Elaine Bremner through Russ Martin]

Elaine Bremner Executive Director of the Verde Valley Meals on Wheels program presented a packet of budgetary needs to the Council, requesting funding assistance for the program, stressing the importance of the service to the community.

Councilor Gordon indicated that he would like to see a full budget rather than the summary. Elaine Bremner has indicated that she will send a copy of the P&L to the Town Manager for Council's review.

There is a concert, raffle and fundraising event coming up on Saturday June 9, 2018 in Cottonwood and Ms. Bremner encouraged Council and public to attend for the benefit of the Senior Center.

5.3. Presentation, discussion and comment on the Verde Valley Region Economic Organization's 2018 Draft Strategic Plan. [Staff Resource: Steve Ayers]

Economic Development Director Steve Ayers presented a PowerPoint Presentation to the Council regarding the Verde Valley Regional Economic Organization. Representative Mary Chicoine explained how the development of a long-range strategic plan has come together and how the organization is presenting to the public for comment before making a formal adoption.

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

Peggy Dickey with the Camp Verde Unified School District Friday Camps and students spoke to council regarding the need for sponsorship to continue to provide the program for the local youth.

Town Manager Russ Martin explained that the Town departments are also helping with the program as well, besides a sponsorship.

Cheryl Wischmeyer addressed Council and requested the Council provide supporting documentation regarding agenda items so that the public may be more prepared for discussion.

7. Business. Legal action can be taken.

7.1. Council's acceptance of the Official Department of Public Safety (DPS) Report regarding the investigation and results of allegations made against Marshal Nancy Gardner, The Town of Camp Verde. This places the document on the Council's record of report's related to Personnel Matters through referral via the Town's Human Resources Office. This report is available upon request through the Town of Camp Verde Clerk's office. Possible discussion and direction to staff related to the timeline for the conclusion of H.R. policies and procedures review and possible recommendations for additional and/or ongoing training for staff members. [Mayor German]

Mayor German indicated that he felt it was important to address this issue and

accept the report, as other reports have been “accepted” by Council in the past. Mayor German indicated that Councilor Baker requested this agenda item be pulled from discussion due to her absence. He felt that at this time, there was not enough time to pull the item, but it could be resubmitted to a future agenda for discussion and review.

Councilor Whatley expressed her confusion as to why the matter is being brought forth to Council, as it is already a public document. She expressed her approval of acceptance but clarified her refusal to discuss the matter itself.

Councilor Jenkins expressed her support of the Mayors recommendation for acceptance of the report as well as need for review of the human resource policies in place.

Vice mayor Murdock called a point of order expressing that the specifics of the report should not be discussed. Murdock expressed her request for this matter to be dealt with as two (2) separate matters. She expressed her lack of approval toward accepting a personnel report and feels it is not the place of council to be involved but rather the duties of the Town Manager.

Mayor German explained that this report is to the Town of Camp Verde and there needs to be an official acceptance of the matter to the Town. He indicated that with the public is waiting for acceptance or rejection of the report and with the agreement of total transparency on the matter, action needed to be taken

Councilor Whatley conferred that the matter was to be dealt with by the Town manager because it is a town personnel issue, therefore not a council issue.

Vice Mayor Murdock expressed she did want to discuss HR policy and procedure but that she doesn’t feel the Council should be publicly discussing the report itself.

Councilor Jenkins indicated that she feels the public wants Council to acknowledge the existence of the report and feels that council should give direction to staff regarding the HR policy & procedures.

Town Manager indicated that HR is working on looking at other policies and useful process of having a grievance on a supervisor and requests that as feedback is given to Council to report it to staff so they can educate themselves.

On a motion by Mayor German, seconded by Councilor Buchanan, Council voted to accept the Official Department of Public Safety Report regarding the Investigation and results of allegations made against Marshal Nancy Gardner. Councilor Whatley and Vice Mayor Murdock were opposed.

Council directed staff to look at the H.R. Policies and procedures for improvements.

Cheryl Wischmeyer submitted a Request to Speak card for item 7.1 but did not speak on the item.

7.2. Discussion, consideration and possible approval of the FY19 Debt Levy Certification to Yavapai County for \$605,947, acting as the Trustee to the Camp Verde Sanitary District. [Staff Resource: Mike Showers]

Finance Director Mike Showers explained to Council that the rates reflect what is necessary to be collected to offset the cost of paying the annual debt service. The Town of Camp Verde is acting as Trustee of the Sanitary District debt. The calculations are based on the valuation of the District, which fluctuates annually. The debt will continue to be paid by the District and is not a debt shared by the Town.

On a motion by Councilor Gordon, seconded by Councilor Whatley, Council unanimously approved the FY19 Debt Levy Certification to Yavapai County for \$605,947, acting as Trustee to the Camp Verde Sanitary District.

7.3. Discussion, consideration and possible approval of the FY19 Special Assessment Levy of \$222,241 for annual payments against the Camp Verde Sanitary District's WIFA note 910175, acting as the Trustee to the Camp Verde Sanitary District. [Staff Resource: Mike Showers]

Mike Showers explained that 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.

On a motion by Councilor Buchanan, seconded by Councilor Gordon, Council unanimously approved the FY19 Special Assessment Levy of \$222,241 for annual payments against the Camp Verde Sanitary District's WIFA note 910175, acting as the Trustee to the Camp Verde Sanitary District.

7.4. Presentation, discussion and possible direction to staff regarding Economic Development projects, programs and activity. [Staff Resource: Steve Ayers and Sebra Choe]

Economic Development Director Steve Ayers and Economic Development Specialist Sebra Choe gave a PowerPoint presentation and general update on programs and projects that the department is currently active with, along with an overview of the economic development activity in Camp Verde including the designation of an Opportunity Zone and what that means for the Town of Camp Verde. The department has raised \$550,000 outside funding for these projects.

Councilor Gordon questioned if Retail Strategies deals with manufacturing businesses, Ayers indicated they do not but that is something that he and Sebra are working toward bringing to the area.

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

Joe Butner questioned how much is paid to Mountain Mojo by the Economic Development Department? Steve Ayers indicated that it is \$4800 for a marketing plan, which was allotted in the department budget.

Joe Butner questioned how the Town plans to handle the Corn Festival cancellation.

Town Manager Russ Martin explained that he spoke with Camp Verde Promotions regarding what happened, budgetary needs, and the necessity to rearrange responsibilities as well as volunteers and possibly part time help for the event. As far as the year 2018, there will not be an event and for further information, it is recommended to contact Camp Verde Promotions.

9. Council Informational Reports.

Councilor Gordon attended the Fire District Meeting and asked them to consider moving the station off main street when it is decided to build a new station. It is the plan to do so in 5-10 years which would open up Main street for more retail opportunities. Gordon also attended the Homeless Coalition and provided flyers for Council to review regarding the program "Front Door" and how the program helps the community.

10. Manager/Staff Report

Town Manager Russ Martin confirmed that there will be a Council meeting (work session) next Wednesday, June 13, 2018 at 5:30 pm with discussion regarding construction of an arena and alternatives to the recycling issue will be dealt with then. Martin also reminded Council members to not procrastinate with their plans for the League Conference.

11. Adjournment

The meeting adjourned at 8:19 pm

Mayor Charles German

Attest: Town Clerk Judy Morgan

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during Council Meeting of the Town Council of Camp Verde, Arizona, held on June 6, 2018. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2018.

Judy Morgan, Town Clerk

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Agenda Report Form – Section I

Meeting Date:

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

Requesting Department: Town Clerk

Staff Resource/Contact Person: Judy Morgan

Agenda Title (be exact): Possible approval of Intergovernmental Agreement for Elections Services with Yavapai County Board of Supervisors and Yavapai County Recorder.

List Attached Documents:

Estimated Presentation Time: 0

Estimated Discussion Time: 0

Reviews and comments Completed by:

- Town Manager: _____ *Department Head:* Judy Morgan
- Town Attorney Comments:* Reviewed. Fine with the changes.
- Risk Management: _____
- Finance Department*

Fiscal Impact:

Budget Code: _____ *Amount Remaining:* _____

Comments:

Background Information: The Town and Yavapai County have maintained an Intergovernmental Agreement (IGA) for election services, over the years. This agreement is biennially submitted for approval in candidate election years (even numbered years). This new IGA updates all necessary legal language and expands the Town’s ability to apply for a discounted election services rate.

If the Town wishes to continue to use the County Elections services for our elections, the IGA must be approved and returned to YC Elections no later than June 30, 2018. The new agreement will then go before the Yavapai County Board of Supervisors at their July 18, 2018 meeting for their approval. This agreement is for the 2018-2019 election cycle, which includes the upcoming Primary Election in August. Yavapai County will not consider election agreements again until the 2020 election cycle.

Recommended Action (Motion): Approve the 2018-2019 Intergovernmental Agreement for Election Services with Yavapai County Board of Supervisors and Yavapai County Recorder.

Instructions to the Clerk: Signatures/Mail

INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES (this “Agreement”) is entered into by and between the YAVAPAI COUNTY BOARD OF SUPERVISORS and the YAVAPAI COUNTY RECORDER (collectively the “COUNTY”) and the Town of Camp Verde, (the “JURISDICTION”). The COUNTY and the JURISDICTION may each be referred to individually as a “Party” or “party” and collectively as the “Parties or “parties.”

WHEREAS, pursuant to A.R.S. §§11-952, 15-302(A)(7) and (A)(8), 16-205(C), 16-225, or 16-408(D), the governing body of any election district authorized to conduct an election may enter into an agreement with a County Board of Supervisors and County Recorder for election services with the contracted cost of such election to be a charge against the election district; and

WHEREAS, the COUNTY is willing to provide election services to election districts wishing to conduct vote-by-mail elections, but, with the exception of state primary and general elections, will not provide election services to districts wishing to conduct vote center elections unless a vote center election is expressly required by state or federal statute; and

WHEREAS, the JURISDICTION wishes to enter into an agreement with the COUNTY for the provision of elections services subject to the terms and conditions set forth herein,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Provision of Election Services.** The COUNTY hereby agrees to provide election services to the JURISDICTION for all consolidated election dates set forth by A.R.S. §16-204 during the effective term of this Agreement. This Agreement shall apply to all categories of elections including, but not limited to, primary, general, and special elections. Services to be provided by the COUNTY, and those that remain the responsibility of the JURISDICTION, are set forth in the Elections Task Schedule attached to this Agreement as Exhibit 1.
2. **Limitation on Eligible Elections.** It is understood and agreed that the services to be provided pursuant to this Agreement shall be provided exclusively for vote-by-mail elections with the exception of state primary and general elections and elections expressly required by state or federal statute to be conducted at vote centers. It shall be the responsibility of the JURISDICTION to establish the legal basis for a requirement that an election is required by state or federal statute to be conducted at vote centers. The COUNTY may, in its sole discretion, decline to provide services for any election that it concludes is not required to be conducted at vote centers. The COUNTY will not provide services for exclusively vote-by-mail elections during the state primary and general elections, or any special election called by the legislature, which requires vote centers.
3. **Cancellation of certain elections.** As provided in A.R.S. §16-410, if the number of candidates is less than or equal to the number to be elected, the Yavapai County Board of Supervisors may cancel the election for the position and appoint the person(s) who filed the nominating petition/paper to fill the position(s). The COUNTY shall place all such races on a Yavapai County Board of Supervisors agenda for approval of cancellation unless written notice is received by the County Officer in Charge of Elections on or before 90 days before the election.

4. Compensation.

- a. Fees.** The JURISDICTION shall compensate the COUNTY for election services provided pursuant to this Agreement in accordance with the fees set forth in the most current fiscal year Election/Voter Registration section of the Yavapai County Special Districts Fee Schedule (the “fee schedule”) posted online at www.yavapai.us/sd/. The fee schedule is for base services only. Any additional services required by the JURISDICTION will result in additional charges. Additional services include, but are not limited to, the following: court preparation, court appearances, supplemental mailings, recounts, or any service which will cause the COUNTY to incur increased costs or expenses. In the event that additional services are requested, the JURISDICTION should refer to unit and hourly pricing information as set forth on the fee schedule. The COUNTY reserves the right to adjust election service fees annually or otherwise at any time during the effective term of this Agreement notice of which will be posted on the COUNTY’s website. Revised fee schedules will supersede prior fee schedules and be incorporated into this Agreement at the time of revision.

- b. Late Fees.** Payment in full for all costs associated with the provision of services pursuant to this Agreement shall be made no later than 30 days following the date of the election. In the event that the required payment is not made by the due date deadline specified herein, the COUNTY shall impose a late charge of 2% of the unpaid balance for each 30-day period or portion thereof following the specified deadline for which any portion of the required payment, including unpaid late charges, remains unpaid.

- c. Termination.** Failure to make payments as required by this Section shall be deemed a material breach of this Agreement and shall be grounds for termination of this Agreement pursuant to Section 8 of this Agreement.

5. Discounts. The COUNTY has established a discounted fee rate for JURISDICTIONS that provide assistance, meeting sites free of charge or rent, or other services for COUNTY-administered elections.

The JURISDICTION has elected to decline to receive discounted rates.

The JURISDICTION has elected to receive these discounted rates subject to the terms and conditions set forth herein and will provide the service indicated below.

- a. Services the JURISDICTION Will Provide.** The JURISDICTION and the COUNTY agree that the following two checked services will be provided by the JURISDICTION as consideration for the COUNTY’s provision of election services at the discounted rates as set forth in the Special Districts Fee Schedule posted online at www.yavapai.us/sd/.

JURISDICTION
will provide
(check 2)

Services

- The JURISDICTION agrees to serve as a ballot drop-off site for any election that the COUNTY requests. In order to provide this service, it must be mutually agreed that the JURISDICTION currently has or could potentially have an outside ballot drop box on its property as supplied by the COUNTY. By checking this box, the JURISDICTION agrees to all duties as outlined in Exhibit 2.
- The JURISDICTION agrees to provide one vote center or training site at no charge for any statewide or countywide election cycle. Vote centers and training sites are subject to review by the COUNTY.
- The JURISDICTION agrees to provide a second vote center or training site at no charge for any statewide or countywide election cycle. Vote centers and training sites are subject to review by the COUNTY.
- The JURISDICTION agrees to provide three poll workers for the Primary Election and three poll workers for the General election. A poll worker must be a registered voter in Yavapai County and be able to perform any of the following duties: voter check-in, ballot distribution, voter assistance, equipment setup, and/or poll worker supervision. Such workers will be trusted employees of the JURISDICTION who are eligible to serve as poll workers. Poll workers will receive from the COUNTY the normal compensation for the position worked.
- The JURISDICTION agrees to provide one Election Day Technician (EDT) for the Primary Election and one EDT for the General Election. An EDT must be a registered voter in Yavapai County and be able to provide information technology support to poll workers. Such workers will be trusted employees of the JURISDICTION who are eligible to serve as EDTs. EDTs will receive from the COUNTY the normal compensation for the position worked.

- b. Advance Notice.** The COUNTY hereby agrees to provide the JURISDICTION with at least 30 days notice of any election where the services agreed to above are required.
- c. Discounted Fee Rates; Adjustment of Fees.** The COUNTY hereby agrees to provide election services to the JURISDICTION at the discounted fee rate for all consolidated election dates during the effective term of this Agreement. This Agreement shall apply to all categories of elections including, but not limited to primaries, generals, and special elections. The COUNTY reserves the right to adjust election service fees and discounts annually or otherwise at any time during the effective term of this Agreement notice of which will be posted on the COUNTY's website. Revised schedules will supersede prior schedules and be incorporated into the Election Services Agreement in effect at the time of revision. Failure by the JURISDICTION to provide the agreed-upon services selected under this Agreement shall result in the discounted fee rate being null and void.

- 6. Conduct of Elections.** While the COUNTY will use its best efforts to provide election services pursuant to this Agreement in a capable and competent manner, it shall ultimately be the responsibility of the JURISDICTION to confirm that all legal requirements have been met and that all other activities related to a given election are carried out as required. Upon request, the COUNTY will provide to the JURISDICTION, in advance, all forms, schedules, documents, and other information pertaining to each election conducted pursuant to this Agreement for the JURISDICTION's review and approval. The JURISDICTION may provide to the COUNTY all informational materials or other election-related documents generated by the JURISDICTION for review by the COUNTY prior to the distribution of such materials or documents.
- 7. Term of Agreement.** The initial term of this Agreement shall expire on December 31, 2019. Thereafter, this Agreement shall be automatically renewed for successive one-year terms and shall continue in full force and effect until terminated as provided herein.
- 8. Termination**
- a. Unilateral Termination.** This Agreement may be terminated by either Party upon 30 days written notice to the other Party of intent to terminate and specifying the termination date, provided, however, that this Agreement may not be unilaterally terminated by either party within 90 days of the date of an election for which the COUNTY would otherwise be providing services pursuant to this Agreement. Any termination of this Agreement shall not relieve the JURISDICTION of its responsibility for costs incurred prior to the effective date of the termination.
- b. Termination by Mutual Agreement.** This Agreement may be terminated at any time by mutual agreement of the Parties.
- c. Termination for Breach.** In the event of a breach of any term or condition of this agreement, the Party claiming breach shall provide written notice to the other Party specifying the factual basis for the claim that a breach has occurred. If the breach is not remedied within fifteen (15) days after notice is mailed to the Breaching Party at the address provided herein, the Non-breaching Party may terminate this Agreement without further notice.
- 9. Conflict of Interest.** This Agreement is subject to the cancellation provisions of A.R.S. §38-511, the pertinent provisions of which are incorporated into this Agreement by reference.
- 10. Non-appropriation of Funds.** The parties recognize and acknowledge that the COUNTY and the JURISDICTION are governmental entities and this Agreement's validity is based upon the availability of public funding. In the event public funds are not appropriated for the performance of either or both parties' obligations under this Agreement, then the COUNTY or the JURISDICTION, as appropriate, shall notify the other party in writing of any such non-allocation of funds at the earliest possible date, and this Agreement shall automatically expire without penalty to either party. If the COUNTY's or the JURISDICTION's allocation of funds are reduced, then the scope of this Agreement may be reduced, if appropriate, or this Agreement may be cancelled without further duty or obligation.

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

12. E-Verify; Government Procurement. The Parties hereby warrant that they will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of their respective employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the “state and federal immigration laws”). A breach of the foregoing warranty shall be deemed a material breach of this Agreement and the party who breaches may be subject to penalties up to and including termination of this Agreement.

The Parties further agree to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws at all times during the term of this Agreement.

The Parties retain the legal right to inspect the papers of any contractor or subcontractor in order to verify such party’s compliance with the state and federal immigration laws.

13. Workers’ Compensation. For purposes of workers’ compensation, an employee of a party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of another party pursuant to this specific intergovernmental agreement, is deemed to be an employee of both the party who is his primary employer and the party under whose jurisdiction or control or within whose jurisdictional boundaries he is then working, as provided in A.R.S. §23-1022(D). The primary employer party of such employee shall be solely liable for payment of workers’ compensation benefits for the purposes of this section. Each party herein shall comply with the provisions of A.R.S. §23-1022(E) by posting the public notice required.

14. Indemnification. To the fullest extent permitted by law, each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Party, its departments, officers, officials, agents, and employees (collectively “Indemnitee”) without limitation from and against any and all claims, damages, losses, liabilities, fees, fines, costs, or expenses (including, but not limited to, attorney fees, court costs, and cost of appellate proceedings) relating to, arising from, resulting from or alleged to have arisen from or resulted from this Agreement. Indemnitor’s duty to defend, indemnify, and hold harmless Indemnitee shall arise in connection with any and all claims, damages, losses, liabilities, fees, fines, or expenses, that are attributable to bodily injury, personal injury, sickness, disease, death, or damage to, or destruction of tangible or intangible property including the loss of use therefrom caused in whole or in part by any act, error, mistake or omission of Indemnitor, its departments, officers, officials, employees, agents, vendors, subcontractors or anyone for whose acts Indemnitor may be liable. Indemnitor agrees to waive all rights of subrogation against Indemnitee. The obligations under this Paragraph shall survive the termination of this Agreement.

15. Property Disposition Clause. The parties do not anticipate the joint acquisition of property attributable to the exercise of each party’s duties and obligations pursuant to this Agreement. Any property acquired during the term of this Agreement shall be returned to the purchasing party no more than thirty (30) calendar days from the effective date of termination of this Agreement.

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

17. Governing Law. This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Arizona. Any changes in governing laws, rules, and regulations that do not materially affect this Agreement will apply during the term of this Agreement and will not require an amendment.

18. Material Change in Law or Regulation. In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among the parties hereto, either party may propose amendments to this Agreement to bring this Agreement into conformity with such laws. If the parties are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either party may terminate this Agreement upon written notice to the other party.

19. Compliance with Law. The parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including environmental laws.

20. Alternative Dispute Resolution. Pursuant to A.R.S. § 12-1518, disputes under this Agreement may be resolved through the use of arbitration.

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

22. Notices/Contact Information. Communications regarding services provided pursuant to this Agreement shall be directed to the following:

COUNTY:

Lynn Constabile

Yavapai County Elections Director

1015 Fair Street, Room 228

Prescott, AZ 86305

Phone: (928) 771-3250

E-mail: web.elections@yavapai.us

JURISDICTION:

Contact: _____

Title: _____

Mailing Address: 473 S Main St., Ste 102

Camp Verde, AZ 86322

Phone: 928-554-0021

E-mail: _____

All notices under this Agreement must be in writing and sent to the appropriate person. Notices will be deemed properly given if sent by personal delivery or certified U.S. mail, postage prepaid, return receipt requested. The COUNTY and the JURISDICTION shall each have right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party. Notice is effective on the date of actual receipt or three days after the date of mailing, whichever is earlier.

- 23. Implied Contract Terms.** Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated herein.
- 24. Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees.
- 25. Third Parties.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the COUNTY or the JURISDICTION. This Agreement is not intended to benefit any third party.
- 26. Assignment.** No party to this Agreement may assign any of its rights or responsibilities under this Agreement, either voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the other parties. No party may delegate any performance under this Agreement, except with the prior written consent of the other parties. Any purported assignment of rights or delegation of performance in violation of this paragraph is void.
- 27. Severability/Unenforceable Provisions.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.
- 28. Parol Evidence.** This Agreement is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this Agreement.
- 29. Waiver.** A party's failure or neglect to enforce any term, covenant, condition, right, or duty in this Agreement does not constitute a waiver of any term, covenant condition, right, or duty, nor is it deemed to be a waiver of that party's rights or remedies under this Agreement. A waiver or extension is only effective if it is in writing and signed by the party granting it. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy. One or more waivers by a party of any term, covenant, condition, right, or duty in this Agreement shall not be construed as a waiver of a subsequent default or breach of the same covenant, term, condition, right, or duty.

- 30. Headings and Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the parties and for organizational purposes only and shall not be considered in interpreting the meaning of any provision in this Agreement or considered a part of this Agreement. Whenever required by the context, each number shall include the plural, each gender shall include all genders, and unless the context otherwise requires, the word "person" shall include corporation, firm or association. This Agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if both parties had prepared it.
- 31. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each of the Parties may sign any number of copies of this Agreement. Each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.
- 32. Entire Agreement.** This Agreement contains the entire, integrated agreement of the parties and there are no oral agreements, understandings, or representations relied upon by the parties. This Agreement supersedes all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all parties.
- 33. Legal Agreement.** This Agreement is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this Agreement, each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.
- 34. Binding Effect.** This Agreement shall not be legally binding upon either party until signed by the Yavapai County Recorder, the Yavapai County Board of Supervisors, and the JURISDICTION.

APPROVALS

COUNTY:

Leslie Hoffman, Yavapai County Recorder

Date

Rowle P. Simmons, Chairman
Yavapai County Board of Supervisors

Date

ATTEST:

Kim Kapin, Clerk of the Board
Yavapai County Board of Supervisors

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to the COUNTY.

Deputy Yavapai County Attorney

Date

JURISDICTION:

June 21, 2018

Signature

Date

Charles German, Mayor

Printed Name and Title

In accordance with A.R.S. § 11-952, this Agreement has been reviewed by the undersigned who has determined that it is in the appropriate form and is within the power and authority granted to the JURISDICTION.

Signature

Date

William Sims, Town Attorney

Printed Name and Title

Exhibit 1

**INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES
ELECTIONS TASK SCHEDULE**

Responsibilities for the conduct of elections pursuant to the Yavapai County Election Services Agreement are allocated as follows:

TASK	TO BE PERFORMED BY:	
	County	Jurisdiction*
If applicable, obtain pre-clearance of election changes from Department of Justice (Copy of submission to be forwarded to the COUNTY)		X
As required, publish/send Call of Election and/or Notice of Election		X
As required, publish Legal Advertising, Notices, Publicity Pamphlets, etc.		X
Approve final ballot proof (Required JURISDICTION signoff)		X
Attend and certify official Logic and Accuracy (L&A) Test		X
If applicable, submit agenda item to County Board of Supervisors for election cancellation	X	
Order ballots (Invoices will be sent directly to jurisdiction for all elections except biennial Primary and General Elections)	X	
If applicable, obtain vote centers, and hire and train poll workers	X	
Publish Logic & Accuracy Test notice	X	
Perform Logic & Accuracy Test	X	
Mail Vote-by-Mail Ballots and Early Ballots	X	
Process ballots which includes testing, tabulation, and audit	X	
Perform signature verification on ballot affidavits and provisional ballots	X	
Administer Hand Count Audit, post-election L&A testing and all other audits	X	

** For a countywide election, the JURISDICTION is only responsible for its portion.*

PERFORMANCE OF TASKS AS OUTLINED ABOVE MAY HAVE SIGNIFICANT IMPACTS ON THE CONDUCT OF AN ELECTION AND MAY HAVE SIGNIFICANT LEGAL CONSEQUENCES AS WELL. PARTICIPATING JURISDICTIONS ARE ADVISED TO:

1. CAREFULLY REVIEW THE ALLOCATION OF TASKS AND TO DIRECT ANY QUESTIONS TO THE COUNTY CONTACT.
2. MAINTAIN CLOSE CONTACT WITH THE YAVAPAI COUNTY ELECTIONS DEPARTMENT PRIOR TO, DURING, AND AFTER ELECTIONS.
3. REFER ANY QUESTIONS REGARDING ELECTION-RELATED LEGAL ISSUES TO THE JURISDICTION’S LEGAL COUNSEL.

Exhibit 2**INTERGOVERNMENTAL AGREEMENT FOR ELECTION SERVICES
BALLOT DROP BOXES**

JURISDICTIONS who are provided with COUNTY ballot drop boxes hereby agree to the following additional responsibilities:

1. The COUNTY will issue ballot drop box keys to the JURISDICTION. Ballot drop box keys only open the portion of the ballot drop box to allow voters to place ballots in the ballot drop box and do not allow the JURISDICTION access to or the ability to review or retrieve ballots. Ballot drop box keys remain COUNTY property and must not be duplicated. The JURISDICTION agrees to keep ballot drop box keys in a secure location and allow only authorized staff or COUNTY-designated employees access to the ballot drop box keys.
2. The JURISDICTION shall “open” all COUNTY ballot drop boxes on the first day of early voting as instructed by the COUNTY, depending on the specific election.
3. The JURISDICTION shall maintain all COUNTY ballot drop boxes and periodically check them throughout the early voting period and on election night at 7 p.m.
4. The JURISDICTION shall promptly notify the COUNTY if a ballot drop box is at risk of becoming full and a ballot pickup needs to be scheduled.
5. The JURISDICTION shall “close” and secure all COUNTY ballot drop boxes from accepting any more ballots promptly at 7:00 p.m. on election night.
6. The JURISDICTION may be instructed to call the COUNTY on election night, depending on the specific election.
7. The JURISDICTION shall promptly report to the COUNTY any misuse, damage, and/or graffiti to the COUNTY ballot drop box.
8. The JURISDICTION shall provide written, advance notice to the COUNTY of any additional uses of the COUNTY ballot drop boxes.



Agenda Item Submission Form – Section I

Meeting Date: June 20, 2018

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

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

Agenda Title (be exact): Possible approval for Finance Director to close the Impact Fee Fund.

List Attached Documents: None

Estimated Presentation Time: N/A **Estimated Discussion Time:** N/A

Reviews Completed by:

- Town Attorney Comments:* N/A
- Department Head:*
 - Budgeted* *Unbudgeted* *N/A*

Fiscal Impact: There is no monetary impact to the Town.

Comments: See Background Information.

Background Information: The Impact Fee Fund was established to handle the collection and use of impact fees for the Town. Due to changes in requirements for utilizing impact fees, the Town chose to stop collecting impact fees back in 2012. At this time, all impact fees that had accumulated have been expended and the fund has a zero balance.

Recommended Action (Motion): Move to approve the Finance Director to close the Impact Fee Fund.

Instructions to the Clerk: N/A.

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Agenda Item 4. e)



Town of Camp Verde

Meeting Date: June 20, 2018

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

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin/Carol Brown

Agenda Title (be exact):

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

404-28-007A/24 W. Finnie Flat Road/.26 Acres
and
404-28-007B/250 S. Main Street/.9 Acres

Background information:

On April 11, 2018 the Town Council agreed: that the proposed map of a "T" Intersection at Main Street and Montezuma Castle Hwy looked like a good starting point should the buyer decide to sell the aforementioned property to the Town. The purpose of the purchase is to improve the traffic flow in that general area.

Russ Martin, Town Manager and Bill Sims, Town Attorney negotiated a proposed Agreement (attached) and price with the family who owns the two parcels. The property purchase price is \$200,000. Additional expenses include: closing costs and other ancillary amounts.

List Attached Documents: 1). Ordinance 2018-A435, Agreement between the Seller and the Town/Buyer, First Lease Amendment and Extension Agreement, Blaes Environmental Letter of Reliance, May 24, 2018 ADEQ Letter Closure Assessment Review, Yavapai County Parcel Information, Maps and historical photographs.

Additionally, there is a 100 pg. Phase II Environmental Report. If you wish to view this document, please contact Carol Brown/928.554.0003.

Power Point Presentation: No

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 10 minutes

Reviews Completed by:

Department Head: Same

Town Attorney Comments:

- Finance Department:** If approved by Council, the Finance Director or designee shall initially deposit as earnest money with Escrow Agent the sum of Five Thousand Dollars (\$5,000.00) in the form of a cashier's check, payable through Wells Fargo Bank, 650 W. Finnie Flat Rd, Camp Verde, AZ.
See other costs in above narrative.

Fiscal Impact:

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

Comments: This purchase is not budgeted and will effectively come out of reserves.

Recommended Action (Motion):

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

404-28-007A/24 W. Finnie Flat Road/.26 Acres

and

404-28-007B/250 S. Main Street/.9 Acres

Instructions to the Clerk: Please:

1. Request the Mayor or Vice Mayor sign fully executed originals of the: ordinance and 2 agreements on June 20.
2. Provide same to the Town Manager (or his designee) on June 21st in order that escrow can be initiated promptly.



ORDINANCE 2018-A435

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA APPROVING SUBMISSION OF ESCROW PAPERS TO THE TITLE COMPANY, FOR THE PURCHASE OF .35 ACRES OF REAL PROPERTY LOCATED IN YAVAPAI COUNTY AND DESIGNATED AS YAVAPAI COUNTY PARCEL NUMBERS/ADDRESS/ACERAGE 404-28-007A/24 W. FINNIE FLAT ROAD/.26 ACRES AND 404-28-007B/250 S. MAIN STREET/.9 ACRES

WHEREAS, municipalities may under A.R.S §9-240 purchase property; and

WHEREAS, the Mayor and Common Council of the Town of Camp Verde agreed at the April 11, 2018 council meeting that staff should proceed in the negotiations for the purchase of the property; and

WHEREAS, the Town's intent is to acquire the aforementioned property for public purposes to enhance traffic flow; and

WHEREAS, Mayor Charles German, and/or, Vice Mayor Murdock and/or Town Manager Russ Martin are authorized to deliver escrow papers to the title company.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE:

APPROVAL OF ORDINANCE 2018-A435 AND AUTHORIZE MAYOR GERMAN AND/OR, VICE MAYOR JESSIE JONES AND/OR TOWN MANAGER RUSS MARTIN, TO EXECUTE AND THE DELIVER THE *AGREEMENT OF PURCHASE AND SALE WITH ESCROW INSTRUCTIONS* ATTACHED HERETO AS EXHIBIT A AND DELIVER SUCH INSTRUMENTS TO THE TITLE COMPANY NECESSARY TO CONSUMMATE THE PURCHASE OF .35 ACRES OF REAL PROPERTY, AND TO TAKE SUCH OTHER ACTIONS AND DELIVER SUCH OTHER DOCCUMENT LOCATED IN YAVAPAI COUNTY AND DESIGNATED AS YAVAPAI COUNTY PARCEL NUMBERS/ADDRESS/ACERAGE 404-28-007A/24 W. FINNIE FLAT ROAD/.26 ACRES AND 404-28-007B/250 S. MAIN STREET/.9 ACRES

PASSED AND APPROVED by a majority vote of the Town Council of Camp Verde, Arizona, this _____ day of _____ 2018.

Approved as to Form:

William J. Sims
Town Attorney

Date: _____

Charles German, Mayor

Attest:

Judy Morgan, Town Clerk

AGREEMENT OF PURCHASE AND SALE WITH ESCROW INSTRUCTIONS

THIS AGREEMENT OF PURCHASE AND SALE AND ESCROW INSTRUCTIONS (“**Agreement**”), dated as of June __, 2018 (“**Execution Date**”), is entered into by and between R&M Commercial Leasing, L.L.C., an Arizona limited liability company (“**Seller**”) and the Town of Camp Verde, a municipal corporation and political subdivision of the State of Arizona (“**Buyer**”); and constitutes (i) a contract of purchase and sale between the parties, and (ii) escrow instructions to Yavapai Title Agency, Inc., an Arizona corporation (“**Escrow Agent**”), the consent of which appears below. This Agreement is entered into in light of the following facts:

RECITALS

A. **WHEREAS**, Seller owns approximately .35 acres of real property located in Yavapai County and designated as Yavapai County Parcel Numbers 404-28-007 A & B (collectively, the “**Purchase Parcels**”); and

B. **WHEREAS**, Buyer desires to purchase the Purchase Parcel to enhance traffic flow with a “T” intersection.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants set forth in this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Agreement to Sell and Buy. This Agreement constitutes a binding agreement by Seller to sell and Buyer to buy the Purchase Parcels. The legal description of the Purchase Parcels shall be attached hereto as Exhibit A as and when the Survey is either delivered by Seller or obtained by Buyer pursuant to Section 5.4 of this Agreement.

2. Purchase Price. The total purchase price (the “**Purchase Price**”) for the Purchase Parcels shall be Two Hundred Thousand Dollars (\$200,000.00).

3. Payment of Purchase Price. Buyer shall pay to Seller the Purchase Price, in United States Dollars, as follows:

3.1 Earnest Money. Upon Opening of Escrow, Buyer shall deposit with Escrow Agent the sum of Five Thousand Dollars (\$5,000.00) in the form of a check, payable through Wells Fargo Bank, 650 W. Finnie Flat Rd, Camp Verde, AZ to Escrow Agent as earnest money. Upon Buyer’s request, Buyer and Seller shall deliver to Escrow Agent any instructions, authorizations or documents needed by Escrow Agent to permit the immediate investment of such earnest money. Thereafter, upon Buyer’s request, Escrow Agent shall invest such earnest

money in a federally insured time deposit account which permits the immediate withdrawal of funds at any time upon demand of Escrow Agent. Such earnest money and any interest earned thereon shall constitute the “**Earnest Money Deposit.**” If this transaction closes, the Earnest Money Deposit shall be for the benefit of Buyer, applied dollar-for-dollar to the Purchase Price. If this transaction does not close, the Earnest Money Deposit shall be paid to the party entitled thereto pursuant to Sections 4.5, 5.1, 9.1, 9.2 and 13 of this Agreement.

3.2 Closing Funds. At the Close of Escrow, Buyer shall deposit with Escrow Agent, by cashier’s check, the sum which, when added to the Earnest Money Deposit, shall equal the Purchase Price plus Buyer’s share of the closing costs (“**Closing Funds**”).

4. Escrow Closing. The sale shall be consummated through an escrow (“**Escrow**”) administered by Escrow Agent in accordance with the following:

4.1 Opening and Closing Dates. The “**Opening of Escrow**” shall be the business day on which Escrow Agent receives two (2) fully executed counterparts of this Agreement. Opening of Escrow shall occur no later than five (5) days following the Execution Date. Upon the Opening of Escrow, Escrow Agent shall (1) assign an escrow number to this transaction, and (2) notify the parties in writing of such escrow number and the Opening of Escrow date. The “**Close of Escrow**” or “**Closing**” shall occur on or before 5:00 p.m. Mountain Standard Time thirty (30) days after Buyer’s Town Council approves proceeding to the Closing after the expiration of the Feasibility Period (the “**Closing Date**”). The parties acknowledge that they intend that all conditions to Closing other than the condition set forth in Section 5.1.5 must be satisfied by the Closing Date established by the preceding sentence and that all Closing items set forth in Section 4.3 and Section 4.4 shall be deposited into Escrow with the amount of Closing Funds determined by a preliminary settlement statement calculated as of the Closing Date established by the preceding sentence. If the condition set forth in Section 5.1.5 can be satisfied by such Closing Date, the Escrow shall close as of such Closing Date. If the condition set forth in Section 5.1.5 cannot be satisfied by such Closing Date, Closing shall be extended for sixty (60) days, and Closing shall occur as and when Buyer instructs the Escrow Agent to close pursuant to Section 5.1.5.

4.2 Closing Place. The Closing shall take place in the offices of Escrow Agent, or at such other place as Seller and Buyer agree upon.

4.3 Seller’s Closing Items. On or before the Close of Escrow, Seller shall deposit into Escrow the following documents, instruments and other items:

4.3.1 Special Warranty Deed (“**Purchase Deed**”), duly executed by Seller in the form and substance of Exhibit B attached hereto, bearing the notation of an exemption pursuant to A.R.S. §11-1134(A)(3);

4.3.2 Certificates (“**Non-Foreign Certificate**”) that Seller is not a foreign person or entity under Section 1445 of the Internal Revenue Code of 1986;

4.3.3 Any affidavits, or other documents customarily required by Escrow Agent in connection with the issuance of the Title Policy; and

4.3.4 A “closing” or “pre-audit settlement” statement prepared by Escrow Agent and approved by Seller and Buyer, in form and substance consistent with this Agreement (the “**Settlement Statement**”).

4.3.5 All such documents, instruments and other items shall be duly executed and, if required, acknowledged. At Close of Escrow, Escrow Agent shall deliver such documents to Buyer or record them, as appropriate.

4.4 Buyer’s Closing Items. On or before the Close of Escrow, Buyer shall deposit the Closing Funds into Escrow, together with:

4.4.1 Any affidavits, or other documents customarily required by Escrow Agent in connection with the issuance of the Title Policy; and

4.4.2 The Settlement Statement.

4.5 Title Policy. It shall be a condition to Buyer’s obligation to consummate this transaction that Escrow Agent shall, as of the Closing Date, have unconditionally committed to issue in favor of Buyer an extended coverage owner’s policy of title insurance (the “**Title Policy**”) with such endorsements to the Title Policy as Buyer deems necessary (the “**Endorsements**”), insuring title to the Purchase Parcel in an amount equal to the total of the Purchase Price, subject only to the usual exceptions, conditions and stipulations contained in the printed form of an ALTA extended coverage owner’s policy, and any other exceptions approved by Buyer within Buyer’s sole discretion (the “**Permitted Exceptions**”) pursuant to the following provisions of this Section 4.5. Seller shall cause Escrow Agent to deliver to Buyer a commitment for title insurance (“**Commitment**”) with respect to the Purchase Parcels no later than ten (10) days following the Execution Date. Upon Buyer’s receipt of the Commitment with respect to the Purchase Parcel and legible copies of all documents, whether recorded or unrecorded, referred to in Schedule B of the Commitment, Buyer shall have the right to approve or disapprove any exceptions to title in Buyer’s sole and absolute discretion. Any exception approved by Buyer shall be attached hereto as Exhibit 2 to Exhibit B. Any title exception not approved by Buyer shall be satisfied by Seller prior to the expiration of the Feasibility Period (defined in Section 5.1). If the conditions described in this Section are not satisfied prior to the expiration of the Feasibility Period, then Buyer shall have the right, as its sole and exclusive remedy therefor, to terminate this Agreement and receive a refund of the Earnest Money Deposit (provided, however, that if the failure of such condition is caused by Seller’s default hereunder, Buyer shall also have the remedies provided in Section 9.2 of this Agreement). Upon such termination, except for the Entry Indemnity (defined below) and the Broker Indemnity (defined below), neither party shall have any further obligation or liability to the other hereunder.

4.6 Printed Form Escrow Instructions. This Agreement constitutes escrow instructions to the Escrow Agent and a fully executed counterpart of this Agreement shall be deposited with Escrow Agent for that purpose. The Escrow Agent is hereby engaged to

administer the Escrow in accordance with this Agreement. If required by Escrow Agent, Buyer, and Seller agree to execute Escrow Agent's usual form of printed escrow instructions for transactions of this type; provided, however, that such printed form escrow instructions (i) shall be for the sole purpose of implementing this Agreement, (ii) shall incorporate this Agreement by reference, and (iii) shall specifically provide that no provision thereof shall have the effect of modifying this Agreement unless it is so expressly stated and initialed on behalf of Buyer and Seller. Buyer and Seller shall also execute such additional instructions as may be reasonably required by Escrow Agent, so long as such instructions are not inconsistent with this Agreement. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY PRINTED FORM ESCROW INSTRUCTIONS AND THE PROVISIONS OF THIS AGREEMENT, THE PROVISIONS OF THIS AGREEMENT SHALL CONTROL.

5. Buyer's Conditions Precedent.

5.1 Buyer shall have until thirty (30) days after the Execution Date (the "Feasibility Period") to inspect the Purchase Parcels and conduct such investigations of the Purchase Parcels and the condition of title thereto as the Buyer deems necessary. Until the expiration of the Feasibility Period, Buyer shall have the right to terminate the Escrow for any reason (in the exercise of its sole discretion) by written notice to Escrow Agent and Seller. Upon such termination, the Buyer shall receive a refund of the Earnest Money Deposit and, except for the Entry Indemnity and the Broker Indemnity, neither party shall have any further obligation or liability to the other hereunder. Upon the expiration of the Feasibility Period, the Earnest Money shall become non-refundable (except as provided in Sections 4.5, 5.1, 9.1, 9.2 and 13). If Buyer fails to terminate the Escrow on or before the expiration of the Feasibility Period, then all of Buyer's conditions set forth in this Section 5 shall be deemed satisfied or waived, subject to the possible extension of Closing pursuant to Section 4.1 of this Agreement. Without limiting Buyer's right to terminate during the Feasibility Period for any reason, the following items illustrate some of the conditions upon the obligations of Buyer hereunder:

5.1.1 Buyer's receipt, review and approval of all items required to be delivered to Buyer pursuant to Section 5.3 of this Agreement;

5.1.2 Buyer's completion of inspection and approval of the Purchase Parcel pursuant to Section 5.2 of this Agreement;

5.1.3 Buyer's review and approval of the survey pursuant to Section 5.4 of this Agreement;

5.1.4 Buyer's review and approval of the Commitment and Permitted Exceptions pursuant to Section 4.5 of this Agreement; and

5.1.5 Buyer's satisfaction of Seller's representations, warranties and covenants set forth in Section 6.7 and Section 6.8 are complete and accurate as of the initial Closing Date established by Section 4.1. If such satisfaction cannot be obtained by the initial Closing Date established by Section 4.1, Closing shall be extended pursuant to Section 4.1, and

Buyer shall notify Seller of the corrective action necessary to cause the representations, warranties and covenants set forth in Section 6.7 and Section 6.8 to be complete and accurate. If and when the representations, warranties and covenants set forth in Section 6.7 and Section 6.8 are satisfied to Buyer's reasonable satisfaction, Buyer shall notify Seller and Escrow Agent to proceed to Closing.

5.2 Buyer, its agents and designees shall have the right to enter upon the Purchase Parcel at all times prior to the Close of Escrow for the purpose of performing any engineering, environmental, surveying or related work, and conducting geological, soil, drainage, engineering, archaeological, and environmental tests and such other studies and investigations as Buyer deems necessary or appropriate. Prior to any entry upon the Purchase Parcel, Buyer shall obtain, maintain and keep in effect commercial general liability insurance coverage with a general aggregate limit of not less than \$2,000,000 and a per occurrence combined single limit of not less than \$2,000,000. Such insurance shall name Seller as an additional insured and shall not be cancelled, terminated or modified without thirty (30) prior written notice to Seller. Buyer will provide to Seller with evidence of such insurance prior to entry upon the Purchase Parcels. To the extent permitted by law, Buyer shall cause its contractors conducting due diligence as permitted hereby to defend, indemnify and hold Seller harmless for, from and against all claims, demands, actions, liabilities and obligations (including, but not limited to, mechanics' and materialmen's liens) arising from any exercise of the rights granted under this paragraph (the "**Entry Indemnity**"), which Entry Indemnity shall survive the Close of Escrow or the termination or cancellation of this Agreement. Buyer shall promptly restore the Purchase Parcel to its condition existing immediately prior to any entry upon the Purchase Parcel as provided herein.

5.3 Purchase Parcel Information. No later than ten (10) days after the Execution Date, Seller shall make available for Buyer's inspection or deliver to Buyer originals or copies, as applicable, of each of the following items ("**Information**") to the extent such items are in Seller's possession, custody or control:

5.3.1 any available study, test or report relating to any water, wastewater, drainage, environmental, geological, archeological, geotechnical, tree survey, engineering or soil testing performed upon the Purchase Parcel and all information pertaining to any work performed as a result thereof;

5.3.2 any notices, correspondence or reports with respect to the Purchase Parcels from any governmental or quasi-governmental body having jurisdiction over any part of the Purchase Parcels, including but not limited to any condemnation notices and any notices of violation received by Seller from any governmental or quasi-governmental body having jurisdiction over any portion of the Purchase Parcels;

5.3.3 copies of all real estate valuation notices and tax bills for the Purchase Parcel for the past two (2) years;

5.3.4 copies of any leases, contracts, options, rights of first refusals (recorded or unrecorded) affecting the Purchase Parcels; and

5.3.5 delivery of any reports or other documents necessary to make the representations and warranties in Sections.

If Seller does not have any such Information or any item of such Information but later obtains any item of Information which would have been required to be delivered hereunder, Seller shall promptly deliver to Buyer such item.

5.4 Survey. If the Escrow Agent requires an update to such survey in order to issue the title policy, the Escrow Agent shall notify Buyer and Seller within ten (10) days following the Execution Date, in which case, the Buyer may elect to obtain an updated ALTA survey (“Survey”) with flood plain and wetland certifications. All costs and expenses in connection with the update to the Survey shall be paid by Buyer.

5.5 Waiver of Conditions. The conditions set forth in this Section 5 are for the sole benefit of Buyer, and Buyer shall have no obligation to purchase the Purchase Parcel unless and until such conditions are satisfied as determined by Buyer in the exercise of its sole discretion. Buyer may waive any condition, in its sole discretion, by providing written notice of such waiver to Escrow Agent and Seller.

6. Seller’s Representations, Warranties and Covenants. In addition to the representations and warranties set forth elsewhere in this Agreement, in order to induce Buyer to enter into this Agreement and purchase the Purchase Parcel, Seller represents, warrants and covenants as follows:

6.1 Seller is an Arizona limited liability company lawfully created and validly existing and has full power and authority to enter into this Agreement and all documents executed pursuant to this Agreement, and to perform its obligations in accordance with the terms and conditions hereof and thereof.

6.2 All necessary and appropriate action on the part of Seller required for the execution, delivery and performance of this Agreement has been duly and effectively taken. No consent, approval or authorization of any other person or entity is required in connection with Seller’s execution or performance of this Agreement. The persons signing this Agreement on behalf of Seller have full authority to execute the Agreement and to deliver such documents as may be required by the Agreement.

6.3 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default or an event which, with notice or the passage of time or both, would constitute a default under, or violation or breach of, any agreement, court order or other arrangement to which Seller is a party or by which Seller may be bound.

6.4 From and after the Closing Date, Seller shall not have any further right to possess the Purchase Parcels.

6.5 To Seller's actual knowledge, there is no investigation, litigation or proceeding pending or threatened, which adversely affects the Purchase Parcels, Seller's interest therein, or Seller's ability to perform hereunder. Seller has not received notice of and does not have any knowledge of, any pending or threatened investigation, litigation or proceeding in eminent domain, special assessment, zoning, or otherwise, which would adversely affect the Purchase Parcel.

6.6 Seller is not a party to any existing agreements, understandings, or arrangements with any government authority regarding any conditions to the current or future zoning or use of the Purchase Parcels except for its designation as an "enhanced "T" intersection." Seller is not a party to any commitments or requirements for dedications of any portion of the Purchase Parcels or payment of funds for municipal improvements or other matters in connection with the Purchase Parcel.

6.7 Seller has no knowledge of pesticides (other than for customary landscape maintenance), toxic or hazardous waste (except as noted below), radiation, urea-formaldehyde, asbestos or other soil contaminants, or like substances or perils being present on the Purchase Parcel (and Seller has not placed any such substance on the Purchase Parcel). To Seller's actual knowledge, gasoline storage tanks were present under the Purchase Parcel, but those tanks and associated piping and pumps were removed prior to execution of this Agreement. In accordance with Arizona Department of Environmental Quality ("ADEQ") procedures, rules and standards, Blaes Environmental Management, Inc. ("Blaes") performed on-site soil sampling during the UST (Underground Storage Tank) removal process and prepared a report, "*Underground Storage Tank Removal and Closure Report*" (the "**Environmental Report**," further identified as Blaes Project #067-1010-01). The analytical data on all soil samples is presented in the Environmental Report which was submitted to ADEQ on May 8, 2018. The report concludes that no VOC (Volatile Organic Compounds), PAH (Polycyclic Aromatic Hydrocarbons) or TEL (Tetraethyl Lead) were detected above laboratory method detection levels (MDL) in any analyzed soil samples. Seller's representation that no detectable petroleum based contamination exists on or under the Purchase Parcel is based on reliance on the Environmental Report and Seller has no knowledge of or responsibility for any errors or omissions in the Environment Report. A copy of the Environmental Report has been made available to the Buyer prior to execution of this Agreement. Prior to closing, Seller will obtain and convey to Buyer a letter from ADEQ stating that no further environmental work is required at the site of the Purchase Parcel. Prior to Closing, Seller shall deliver to Buyer the following:

6.7.1 An assignment of Seller's rights under Section 7 of the First Lease Amendment and Extension Agreement, by and between Frieda Beeny and Circle K Stores Inc., a Texas corporation, dated January 9, 2003 ("**Circle K Lease**") attached hereto as Exhibit C, and documentation confirming to the reasonable satisfaction of Buyer that Seller has the authority to authorize such assignment of the Circle K Lease.

6.8 To Seller's actual knowledge, the Purchase Parcel is in compliance with all federal and state environmental laws, codes, orders, decrees, rules, regulations and ordinances. No environmental legal action exists nor, to Seller's actual knowledge, is there a basis for such an action with respect to the Purchase Parcel. If any new information concerning any of the foregoing is discovered by Seller (whether arising before or after the Execution Date), or Seller receives notice of any violation or claimed violation of any law, ordinance, rule or regulation relating to an Environmental Pollutant after the Execution Date, but prior to the Close of Escrow, Seller shall give prompt written notice thereof to Buyer prior to Close of Escrow.

6.9 Seller is not a foreign person or entity under Section 1445 of the Internal Revenue Code of 1986.

6.10 Seller shall not encumber all or any portion of the Purchase Parcel or any interest therein, or enter into any contracts, leases, agreements or amendments to existing agreements or encumbrances affecting the Purchase Parcel prior to the Closing Date without the express prior written approval of Buyer, which approval shall not be unreasonably withheld, conditioned or delayed.

6.11 To Seller's actual knowledge, there are no materialmans' or mechanics' liens against the Purchase Parcel. Seller shall indemnify, defend and hold the Buyer harmless for, from and against any and all cost and liability arising out of any materialmans' or mechanic's liens arising against the Purchase Parcel for material, services, machinery, fixtures or tools provided prior to the Closing.

6.12 For the purposes of this Section 6, Seller's actual knowledge means the actual knowledge of Mark T. Beeny, Roger L. Beeny and Merie A. Beeny.

All of the Seller's warranties, representations or covenants in this Agreement (i) are true and complete as of the date hereof; (ii) shall be true and complete as of the Close of Escrow; and (iii) and shall survive the Close of Escrow for a period of six (6) months. None of the statements, representations or warranties of Seller shall misstate or omit any facts which would make such statements, representations or warranties incomplete, misleading or incorrect. Seller shall inform Buyer if any statement, representation or warranty becomes incorrect, misleading or incomplete subsequent to the date hereof.

7. Buyer's Representations, Warranties and Covenants. In addition to the representations and warranties set forth elsewhere in this Agreement, in order to induce Seller to enter into this Agreement and sell the Purchase Parcels, Buyer represents, warrants and covenants as follows (with each representation and warranty deemed made by Buyer):

7.1 Buyer is an Arizona political subdivision and has full power and authority to enter into this Agreement and all documents executed pursuant to this Agreement, and to perform its obligations in accordance with the terms and conditions hereof and thereof.

7.2 All necessary and appropriate action on the part of Buyer required for the execution, delivery and performance of this Agreement has been duly and effectively taken, and

no consent, approval or authorization of any other person or entity is required in connection with Buyer's execution or performance of this Agreement. The person signing this Agreement and all documents delivered in connection with the transaction contemplated by this Agreement has full authority to execute and deliver such documents on behalf of Buyer.

7.3 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a default or an event which, with notice or the passage of time or both, would constitute a default under, or violation or breach of, any agreement, court order or other arrangement to which Buyer is a party or by which Buyer may be bound.

7.4 Except as specifically provided in this Agreement, Seller and its employees, representatives, agents and attorneys have not made, nor has Buyer relied on, any representations, warranties or promises regarding the condition of the Purchase Parcel or the suitability of the Purchase Parcel for Buyer's intended use or any other use.

7.5 All of the Buyer's warranties, representations or covenants in this Agreement (i) are true and complete as of the date hereof; (ii) shall be true and complete as of the Close of Escrow; and (iii) shall survive the Close of Escrow for a period of six (6) months. None of the statements, representations or warranties of Buyer shall misstate or omit any facts which would make such statements, representations or warranties incomplete, misleading or incorrect. Buyer shall inform Seller if any statement, representation or warranty becomes incorrect, misleading or incomplete subsequent to the date hereof.

8. Allocation of Costs and Prorations.

8.1 Seller shall pay the cost of an extended coverage owner's policy of title insurance. Buyer shall pay (i) the cost of any Phase I Environmental Report; (ii) the cost of the Endorsements; and (iii) any other reports or studies ordered by Buyer. All escrow fees shall be divided equally between Buyer and Seller. Buyer shall pay the fees for recording the Purchase Deed. Any other costs or expenses shall be paid by the party to whom they are specifically allocated hereunder or, if not specifically allocated hereunder, shall be allocated in accordance with the customary practices of Escrow Agent in Yavapai County, Arizona.

8.2 Seller shall be responsible for the payment of all real property taxes and general assessments applicable to the Purchase Parcel prior to the Close of Escrow. If Buyer's acquisition of the Purchase Parcel will have the effect of removing the Purchase Parcel from the real property tax rolls, Buyer shall have no responsibility or liability with respect to real property taxes and/or general assessments applicable to the Purchase Parcel following such removal.

8.3 The amount of any special assessment that is a lien against the Purchase Parcel as of the Close of Escrow shall be paid in full by Seller.

9. Remedies.

9.1 Seller's Remedies.

9.1.1 If Buyer shall breach any of the terms or provisions of this Agreement or otherwise default prior to the Close of Escrow, and shall fail to cure such breach within ten (10) days following written notice thereof given by Seller to Buyer, Seller's sole remedy shall be to terminate this Agreement and to be paid the Earnest Money Deposit as liquidated damages; provided, however, that in no event shall the deadline for Close of Escrow be extended by more than two (2) business days as a result of the giving of notice by Seller of Buyer's default as required in this Section. Seller and Buyer acknowledge that it would be extremely difficult if not impossible to ascertain Seller's actual damages and that the Earnest Money Deposit is a reasonable forecast of just compensation to Seller resulting from Buyer's breach. Upon default of Buyer and expiration of the applicable grace period, and upon receipt of any written notice which Seller is required to provide to Buyer that it is in breach of one or more of its obligations under this Agreement and, as a consequence thereof, Seller has elected to terminate this Agreement, Escrow Agent shall (if Buyer does not contest such notice of termination) disburse to Seller all of the Earnest Money Deposit then held in Escrow. Upon termination of this Agreement by Seller and payment to Seller of the sum of liquidated damages pursuant to this Section 9.1.1, neither party shall have any further obligation or liability hereunder, except for the Broker Indemnity and the Entry Indemnity.

9.1.2 If, after Closing, Buyer shall breach any of the terms or provisions of this Agreement and fail to cure such breach within ten (10) business days after receipt of notice thereof given by Seller, or if it shall be determined that Buyer breached any of the representations, warranties or covenants made by Buyer at, or as of, the Closing, Seller shall have, in addition to the rights and remedies set forth in this Agreement and subject to the provisions of Section 7, any right or remedy available at law or in equity. The obligations under this Section 9.1.2 shall survive Closing.

9.2 Buyer's Remedies.

9.2.1 If, on or before Close of Escrow, Seller breaches any of the terms or provisions of this Agreement or otherwise defaults hereunder, and fails to cure such breach within ten (10) days following written notice thereof given by Buyer to Seller, Buyer may either (i) terminate this Agreement by written notice to Seller and to Escrow Agent, whereupon (if Seller does not contest such notice of termination) the Earnest Money Deposit shall be refunded to Buyer; (ii) waive such default and consummate the transaction contemplated hereby in accordance with the terms hereof; or (iii) institute all proceedings necessary to specifically enforce the terms of this Agreement and cause title to Purchase Parcel to be conveyed to Buyer, it being understood and agreed that the Purchase Parcel is unique and that the right of specific performance is a just and equitable remedy under the circumstances. Buyer hereby waives and covenants not to assert any right to seek or obtain monetary damages resulting from Seller's breach; provided that if specific performance is not available as a remedy to Buyer as the result of an action by Seller, Buyer may pursue an action against Seller to recover the actual out-of-pocket damages which directly result from Seller's breach and if Seller intentionally prevents specific performance by wrongfully conveying title to the Purchase Parcel to another, then Buyer may recover all damages incurred (including, but not limited to, incidental or consequential damages). Buyer waives and covenants not to assert any right to seek or obtain monetary

damages (including, but not limited to, incidental or consequential damages) resulting from Seller's breach, except as specifically provided in this Section 9.2.1.

9.2.2 If, after Closing, Seller shall breach any of the terms or provisions of this Agreement and fail to cure such breach within ten (10) business days after receipt of written notice thereof given by Buyer, or if it shall be determined that Seller breached any of the representations, warranties or covenants made by Seller at, or as of, the Closing, Buyer shall have, in addition to the rights and remedies set forth in this Agreement and subject to the provisions of Section 6, any right or remedy available at law or in equity. The obligations under this Section 9.2.2 shall survive Closing.

9.3 Delay. No delay or omission of a party in exercising any right or remedy accruing upon any default shall impair any right or remedy or shall be construed to be a waiver of any default or any acquiescence therein; and every right and remedy given a party herein may be exercised from time to time as often as may be deemed expedient by such party.

10. Possession. Upon the Close of Escrow, Seller shall deliver possession of the Purchase Parcel to Buyer.

11. Commissions. Subject to the preceding sentence, to the extent permitted by law, each party agrees to indemnify and hold harmless the other party for, from and against any and all liability, loss, cost, damage or expense, including but not limited to court costs and reasonable attorneys' fees, resulting from any assertion of a right to a brokerage commission as a consequence of any act or omission of such indemnifying party ("**Broker Indemnity**"). This Broker Indemnity shall survive the Close of Escrow or any termination or cancellation of this Agreement.

12. Notices. All notices, consents, approvals and waivers made or given by Buyer or Seller in connection with this Agreement must be in writing to be effective. All notices required to be given hereunder or by operation of law in connection with the performance or enforcement hereof shall be deemed given if delivered personally (which includes notices delivered by messenger) or, if delivered by facsimile, shall be deemed given on the date of confirmation of the facsimile transmission or, if delivered by mail, shall be deemed given seventy-two (72) hours after being deposited in any duly authorized United States mail depository, by certified mail, postage prepaid, return receipt requested and properly addressed. All such notices shall be addressed as follows or at such other address or addresses as the parties or Escrow Agent may from time to time specify in writing delivered as provided in this Section:

If to Escrow Agent: Yavapai Title Agency, Inc.
527 S. Main Street, Ste. 1
Camp Verde, AZ 86322
ATTN: Ellisa Jewel
Telephone: 928.567.0590
Facsimile: 928.567.0592

If to Seller: R&M Commercial Leasing L.L.C.

13620 N. 72ND Lane
Peoria, AZ 85381-5090
Telephone: 1.623.776.1515
Mark_beeny@cox.net

If to Buyer: Town of Camp Verde
473 S. Main Street, Suite 102
Camp Verde, Arizona 86322
ATTN: Russ Martin
Telephone: 928-567-6631
russ.martin@campverde.az.gov

With a copy to: William J. Sims III
Sims Murray, Ltd.
3101 N. Central Avenue, Suite 870
Phoenix, Arizona 85012
Telephone: 602-772-5501
Facsimile: 602-772-5509

13. Risk of Loss. If any damage or destruction to the Purchase Parcel occurs prior to the Closing, Buyer may either terminate this Agreement and receive back the Earnest Money or proceed to close with no reduction in the Purchase Price, and Seller shall assign all insurance proceeds for such damage or destruction to Buyer at Closing.

14. Condemnation. Buyer shall have the right to terminate this Agreement if all or a material part of the Purchase Parcel becomes subject to an action for eminent domain. Seller must promptly notify Buyer if any part of the Purchase Parcel becomes subject to an action or threat of action for eminent domain. Buyer shall give written notice of Buyer's election to terminate this Agreement within five (5) business days after Buyer's receipt of notice from Seller of the commencement of such action. If Buyer does not give such notice, then this Agreement shall remain in full force and effect and there shall be no reduction in the Purchase Price, but Seller shall, at Closing, assign to Buyer the entire award payable with respect to such condemnation proceeding. Seller agrees not to settle any such action without Buyer's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. As used herein, the term "material part of the Purchase Parcel" shall mean a taking affecting at least five percent (5%) of the gross area of the Purchase Parcel.

15. General Provisions.

15.1 Modification and Waiver. Except as expressly provided herein to the contrary, no supplement, modification or amendment of any term of this Agreement shall be deemed binding or effective unless in writing and signed by the parties hereto. No waiver of any of the provisions of this Agreement shall constitute or be deemed a waiver of any other provision, nor shall any waiver be a continuing waiver. Except as otherwise expressly provided herein, no waiver shall be binding unless executed in writing by the party making the waiver.

15.2 Exhibits. The Exhibits attached hereto are incorporated herein by this reference.

15.3 Entire Contract. This Agreement and the Exhibits attached hereto constitute the entire agreement among the parties as to the transaction described herein. Any terms or conditions in any other writings between the parties, and any other prior or contemporaneous arrangements or understandings between the parties, are superseded hereby. No agreements, statements or promises about the subject matter hereof are binding or valid unless they are contained herein.

15.4 Attorneys' Fees. In the event of litigation involving this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including without limitation the cost of reasonable attorneys' fees as determined by the court.

15.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision of this Agreement shall be deemed invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition or invalidation, but it shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

15.6 Successors and Assigns. Except as provided in Section 15.14, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the parties to this Agreement and their respective heirs, executors, administrators, personal representatives, successors and assigns.

15.7 Counterparts. This Agreement may be executed by the signing in counterparts of this instrument. The execution of this instrument by each of the parties signing a counterpart hereof shall constitute a valid execution, and this instrument and all of its counterparts so executed shall be deemed for all purposes to be a single instrument.

15.8 Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with, the law of the State of Arizona, without regard to principles of conflicts of laws, and Seller and Buyer hereby agree to submit to personal jurisdiction in such state in any action or proceeding arising out of this Agreement. The venue for any dispute arising hereunder shall be in a court of competent jurisdiction in Yavapai County, Arizona, and Buyer and Seller each hereby irrevocably waive any objection to such venue.

15.9 Captions. The captions of the paragraphs of this Agreement are inserted for convenience only and shall not define, limit, extend, control or affect the meaning or construction of any provision hereof.

15.10 Survival. Except as expressly set forth herein to the contrary, all covenants, warranties, representations and obligations shall survive the Close of Escrow.

15.11 Time of the Essence. Time is of the essence in each and every provision hereof.

15.12 Interpretations and Definitions. The parties agree that each party and such party's counsel have reviewed and revised this Agreement (or have had the opportunity to do so) and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

15.13 Code Section 6045. Escrow Agent, as the party responsible for closing the transaction contemplated herein within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code, shall file all necessary information, reports, returns, and statements (collectively, "Reports") regarding the transaction as may be required by the Code including, but not limited to, the Reports required pursuant to Section 6045 of the Code.

15.14 Assignment. Buyer may not assign its rights or obligations under this Agreement without the prior written consent of Seller, which consent may be withheld in the sole and absolute discretion of Seller.

15.15 Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m., Phoenix time, on the last day of the applicable time period provided herein.

15.16 Execution. Signatures may be exchanged by facsimile, or electronically, with the original signature to follow. Each party to this Agreement agrees to be bound by its own faxed or electronically scanned signature and to accept the faxed or electronically scanned signature of the other parties to this Agreement.

15.17 Further Assurances. Each party, promptly upon the request of the other or upon the request of Escrow Agent, shall do such further acts and shall execute and have acknowledged and delivered to the other party or to Escrow Agent, as may be appropriate, any and all further documents or instruments as may be reasonably requested or appropriate in connection with this transaction to carry out the intent and purpose of this Agreement.

15.18 Notice Regarding A.R.S. §38-511. Under Section 38-511, Arizona Revised Statutes, as amended, Buyer may cancel any contract to which it is a party within three years after execution of such contract and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Buyer is, at any time while the contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. In the event that Buyer elects to exercise its rights under §38-511, Arizona Revised Statutes, as amended, Buyer agrees to immediately give notice thereof to Seller and Escrow Agent.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

BUYER:

TOWN OF CAMP VERDE, a municipal corporation and political subdivision of the State of Arizona

SELLER:

R&M COMMERCIAL LEASING, L.L.C., an Arizona limited liability company

By: _____
Charles German
Mayor

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM



William J. Sims, III
Town Attorney

ESCROW AGENT:

Accepted this _____ day of _____, 2018,

which date shall be the “Opening of Escrow.”

YAVAPAI TITLE AGENCY, INC.

By: _____

Name: _____

Title: _____

Attachments:	Exhibit A	Legal Description of Purchase Parcel
	Exhibit B	Form of Purchase Deed
	Exhibit C	Circle K Lease

EXHIBIT A

LEGAL DESCRIPTION OF PURCHASE PARCEL

EXHIBIT B

PURCHASE DEED

When recorded return to:

Town of Camp Verde
473 S. Main Street, Suite 102
Camp Verde, Arizona 86322
ATTN: Town Clerk

SPECIAL WARRANTY DEED

Escrow No. _____

For good and valuable consideration, R&M COMMERCIAL LEASING, L.L.C. (“**Grantor**”), hereby grants, sells and conveys to the TOWN OF CAMP VERDE, a municipal corporation and political subdivision of the State of Arizona (“**Grantee**”), all right, title and interest in and to the real property located in Yavapai County, Arizona and described in Exhibit 1 attached hereto and incorporated herein by this reference (“**Purchase Parcel**”), together with Grantor’s interest in all improvement, buildings, structures and fixtures, if any, located on the Purchase Parcel; all easements, if any, benefiting the Purchase Parcels; all of Grantor’s rights, benefits, privileges and appurtenances pertaining to the Purchase Parcels, including any right, title and interest of Grantor in and to any property lying in or under the bed of any street, alley, road or right-of-way, open or proposed, abutting or adjacent to the Purchase Parcels; all water, water rights, oil, gas or other mineral interest in, on, under or above the Purchase Parcel; and all rights and interest to receive any condemnation awards from any condemnation proceeding pertaining to the Purchase Parcel, and sewer and utility rights appurtenant to the Purchase Parcel.

SUBJECT ONLY TO those matters set forth in Exhibit 2 attached hereto and by references incorporated herein.

Grantor hereby binds itself and its successors to warrant and defend the title against the acts of the Grantor and no other, subject to the matters set forth above.

Exempt from Affidavit of Property Value pursuant to A.R.S. § 11-1134(A)(3).

DATED this ____ day of _____, 2018.

GRANTOR:

R&M Commercial Leasing, L.L.C.

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, the _____ of _____, an Arizona limited liability company.

Notary Public

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by _____, the _____ of _____, an Arizona limited liability company.

Notary Public

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this ___ day of _____, 2018, by _____, the _____ of _____, an Arizona limited liability company.

Notary Public

Exhibit 1
To Purchase Deed

LEGAL DESCRIPTION OF PURCHASE PARCEL

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF YAVAPAI STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Exhibit 2
To Purchase Deed

TITLE EXCEPTIONS

EXHIBIT C

CIRCLE K LEASE

ORIGINAL COPY

Site No. 2701010
NWC Main St. / Camp Verde Montezuma Castle Hwy.
Camp Verde, AZ

FIRST LEASE AMENDMENT AND EXTENSION AGREEMENT

THIS AGREEMENT is made and executed this 9th day of JANUARY, 2003, by and between FRIEDA BEENY ("Landlord") with mailing address of 903 S. Carlsbad Vista Circle, Payson, Arizona 85541, and CIRCLE K STORES INC., a Texas corporation ("Tenant"), successor in interest to The Circle K Corporation, with mailing address of P. O. Box 52085, Phoenix, Arizona 85072-2085.

RECITALS:

A. Landlord and Tenant have a written lease agreement dated November 5, 1973 (the "Lease") for a term of twenty (20) years (the "Lease Term") commencing November 7, 1973 and concluding November 6, 1993; the Lease Term was extended by the parties thereafter for two (2) option periods of five (5) years each and now concludes November 6, 2003, with one remaining unexercised option.

B. By means of the Lease, Landlord leased to Tenant the following described premises:

SEE EXHIBIT "A" ATTACHED HERETO AND
BY THIS REFERENCE MADE A PART HEREOF.

with street address of 24 Finnie Flat, Camp Verde, Arizona (the "Premises").

C. Landlord and Tenant desire to modify the Lease as set forth below.

In consideration of these recitals and the mutual benefits accruing to the parties, Landlord and Tenant agree that the Lease is amended as follows:

AGREEMENTS:

1. EXERCISE OF REMAINING OPTION. Tenant hereby exercises the one remaining option under the Lease, commencing November 7, 2003 and concluding November 6, 2008 (the "Extension Term").

2. MINIMUM BASE RENT. The minimum base rent amount shall remain the same during the Extension Term as per the Lease.

3. OPTION TO EXTEND. Tenant is hereby granted two (2) additional, successive option periods (individually, an "Option Term," or collectively, "Option Terms") to extend the

1010extFinal-1202.doc

Lease Term, for an additional period not to exceed five (5) years each, beyond the Extension Term, on the same terms, covenants, and conditions as set forth in the Lease, as amended, provided that: (i) Tenant gives written notice to Landlord of its intent to exercise any such option not later than ninety (90) days prior to the end of the Extension Term or an Option Term, as the case may be ("Notice Date"); and (ii) as of the Notice Date and the end of the Extension Term or an Option Term, as the case may be, Tenant is not in default of any of the terms and conditions of the Lease as modified hereby. If Tenant fails to give written notice to Landlord of its intent to exercise the option granted hereunder prior to the Notice Date, Tenant shall be deemed to have waived the option. If Tenant exercises the option(s) granted hereunder, all of the terms and conditions of the Lease, as modified, shall remain in effect throughout the Option Term.

4. OPTION RENT. The minimum base rent for the Option Terms shall be as follows:

1st Option Term (11/7/2008 to 11/6/2013) [REDACTED]
2nd Option Term (11/7/2013 to 11/6/2018) [REDACTED]

5. PERCENTAGE RENT. In addition to the base minimum rent amount set forth above, Tenant shall continue to pay percentage rent; the percentage rent provision in the original Lease remaining unchanged, except for the modification of the definition of "Gross Sales" as set forth in the next Paragraph.

6. GROSS SALES. The "Gross Sales" provision in the Lease shall be amended to the extent that Gross Sales shall not include charges for customer service, including deliveries, repairs, installations, and costs for use of credit cards; receipts from pay telephones, stamp machines, vending machines, coin or token operated games and amusement devices; sales price of fixtures, equipment or property sold not in the ordinary course of business; receipts from sale of hunting and fishing licenses, money orders, and government-run lottery tickets.

7. TANK REMOVAL/REMEDIATION/ENVIRONMENTAL INDEMNIFICATION.

A. Tenant agrees, at its sole expense, to remove from the Premises, within thirty (30) days of the termination of this Lease or any extension thereof, the underground storage tanks and piping installed by Tenant, and to comply with the underground storage tank closure requirements of the Arizona Department of Environmental Quality (the "Department"), or other agency having jurisdiction. Tenant may be currently conducting, or is planning to conduct, environmental assessment or remediation activities required by the Department. The report of such environmental assessment or remediation activities, if conducted, shall be the "Baseline Report" of the soil and groundwater contamination caused by Tenant's use of the Premises (the "Covered Contamination") for the Premises. In addition, Tenant agrees to perform further investigations at its sole expense, at the time of the termination of this Lease as required by the Department or deemed necessary by the Tenant. Any further assessment report shall either be the "Baseline Report" of Covered Contamination or constitute an amendment of the Baseline Report for the

Premises, if applicable. Tenant, at its sole expense, shall remediate Covered Contamination in accordance with the requirements of the Department for commercial property until satisfaction of either of the conditions set forth in items (1) or (2) below.

- (1) Receipt of written notice from the Department that either no further remediation of the Covered Contamination identified in the Baseline Report is required, or that the approved remediation plan of the Covered Contamination identified in the Baseline Report has been completed; or
- (2) Tenant has requested closure notice from the Department, has not received any response of any kind to its request for a closure notice for twelve (12) months and Tenant has determined that the soil and groundwater has been remediated to satisfactory levels based on four (4) successive quarterly monitoring tests by a recognized environmental remediation contractor that show the level of petroleum hydrocarbons on the Premises as being below or equal to the limit required by the Department and Tenant so notifies Lessor in writing.

Any environmental contamination which (i) is not disclosed in the Baseline Report for the Premises, if applicable, (ii) is discovered after the termination of the Lease or (iii) is caused after the termination by Lessor, lessor's subsequent tenants, franchisees, or contractors, or is caused by third parties, in an area of the Premises identified in the Baseline Report as containing Covered Contamination and before Tenant's remediation of such Covered Contamination has been completed, is herein referred to as "New Contamination." Lessor shall bear the burden of proof to establish that such environmental contamination is Covered Contamination.

B. In consideration for Tenant's undertaking in subparagraph A in this Section above, Landlord grants to Tenant, without charge, the right to enter the Premises after termination of the Lease to the extent necessary to perform the actions required pursuant to this Section, and agrees to cooperate fully with Tenant so as to minimize the time and expense to Tenant of performing such activities, including the grant of access to on-site utilities (e.g., electrical, sewer, water) at Tenant's expense, if required for such activities; provided, however, that for and during such time as Tenant's activities on the site prevent or materially interfere with Landlord's ability to re-rent or re-develop the Premises, Tenant shall pay to Landlord on the first day of each month beginning after such 30-day period after the termination of this Lease, an amount equal to the monthly rent in effect for the last month of the term hereof, such payments to continue until Tenant has no further physical presence on the Premises (other than remediation systems and/or groundwater monitoring wells which do not materially interfere with Landlord's ability to re-rent or re-develop the Premises). Payment of such amounts shall not constitute a renewal of the term of this Lease, but are intended to compensate Landlord for its inability to re-rent or re-develop the Premises until all of Tenant's obligations are completed.

C. Tenant shall indemnify, defend and hold Landlord harmless from and against all claims, damage, losses, penalties, fines, costs, or liabilities, which arise as a result of the presence of petroleum products or contaminants on the Premises which occurred during Tenant's use thereof since November 5, 1973 except such claims, damages, losses, penalties, fines, costs or liabilities incurred as a result of the activities or negligence of Landlord. Landlord shall promptly notify Tenant and provide to Tenant copies of all notices received by Landlord pertaining to an enforcement action or third party claim, and Landlord shall incur no costs or expenses for remediation without giving Tenant at least 30 days' written notice prior to incurring expenses, during which time Tenant may propose alternative means of remediating or curing any enforcement or violation notice unless any emergency or pursuant to an order of the Department or other governmental agency and with respect to third party claims. in the event Tenant fully performs its indemnification obligation (i.e., undertakes and fully defends and indemnifies Landlord). Tenant shall not be obligated to pay for any legal fees or expert costs incurred by the Landlord.

D. The covenants and obligations of Landlord and Tenant under this Section, which by their nature require performance or observance after the expiration of the Lease Term or the earlier termination thereof, shall survive the termination of the Lease.

E. Nothing herein shall be construed (i) as an admission by Tenant that it is liable for any contamination found or existing at the Premises, or (ii) to relieve, or to constitute a waiver of any of the rights or remedies Tenant may have against Landlord, any predecessor or successor to Tenant's interest under the Lease or in the Premises, or any third party from its obligations for removal or remediation of any contamination of the Premises not caused by Tenant.

F. In the event any disagreement or dispute arises between Landlord and Tenant regarding the interpretation or application of this Section, Landlord and Tenant will attempt to resolve any such disagreement or dispute through mediation in accordance with the American Arbitration Association ("AAA") Commercial Mediation Rules. If the disagreement or dispute cannot be resolved through mediation as set forth in the preceding sentence, then Landlord and Tenant shall submit such disagreement or dispute to arbitration in accordance with the AAA Commercial Arbitration Rules. Landlord and Tenant agree that any decision rendered by an arbitrator acting in accordance with the AAA Commercial Arbitration Rules will be final and binding upon the parties, and that judgment may be entered upon such decision in any court having jurisdiction over such disagreement or dispute.

8. **SUBLETTING AND ASSIGNING.** Tenant may sublet the Premises, or any part thereof, or assign the Lease to any person or entity for any lawful purpose as long as Tenant is not in material default of this Lease and the subtenant or assignee agrees to be bound by or assume all obligations of the Lease. No subletting or assignment shall relieve Tenant of its obligations hereunder to Landlord. Tenant shall give notice within thirty (30) days of any such subletting or assignment to Landlord. Landlord shall give similar notice of any sale or assignment of its interest in this Lease to Tenant.

9. USE OF PREMISES. Tenant may occupy and use the Premises for any lawful purpose or activity, including the storage and sale of petroleum products. Tenant shall not use the Premises in violation of any applicable law or regulation. Tenant agrees to indemnify Landlord from any loss or damage directly resulting from its use of the Premises during the Lease term.

10. RIGHT OF FIRST REFUSAL. If Landlord receives a bona fide offer to purchase or to lease the Premises at any time during the Lease Term, and Landlord desires to accept said offer, Landlord shall give Tenant immediate notice of such offer, setting forth the name and address of the proposed purchaser or Tenant, with a full disclosure of all terms and conditions thereof. Tenant shall have the exclusive first option to purchase or lease the Premises upon those same terms and conditions for a period of forty-five (45) days thereafter. No sale, lease or transfer of title to the Premises shall be binding on Tenant unless and until Landlord fully complies with these requirements. Tenant's rejection of this right in one instance shall not be a waiver of its right as to any subsequent offers.

11. REAL ESTATE TAXES. In addition to the above, Tenant shall pay the real property taxes levied upon the Premises which accrue during the Extension Term and during the Option Term, if so exercised. As a condition precedent to Tenant's obligation to pay, Landlord shall present current tax statements from the appropriate taxing authorities. Tenant will not be required to pay any penalty, interest or cost assessed as a result of Landlord's delay in securing said tax statements from the taxing authorities. Landlord may at its option, direct the taxing authorities to send the statements directly to Tenant. Tenant, at its sole expense, may protest any taxes in the name of Landlord to the taxing authorities or maintain any legal action to challenge such tax or to recover any such taxes previously paid. Taxes for any period less than a calendar year shall be prorated.

12. PERSONAL PROPERTY TAXES. Tenant shall pay prior to delinquency all taxes levied upon its fixtures, furnishings, equipment, inventory and other personal property contained in the Premises. Such payment shall be made directly to the appropriate taxing authority.

13. INSURANCE.

A. LIABILITY INSURANCE COVERAGE. During the Lease Term, Tenant shall maintain commercial general liability insurance coverage insuring Landlord and Tenant as their interests may appear with combined single limit coverage of one million dollars (\$1,000,000).

B. PROPERTY INSURANCE COVERAGE. Tenant shall maintain property insurance coverage on the building and improvements on the Premises.

C. SELF-INSURANCE. Tenant, due to the extensive number of locations which it occupies, may self-insure and/or assume the risk of loss and liabilities on many risks, either through deductibles or straight self-insurance (collectively, "self-insurance").

So long as such self-insurance is maintained in a manner customary for similar locations in Tenant's program of risk management, Landlord agrees that Tenant may be a self-insurer.

D. WAIVER OF SUBROGATION. Landlord and Tenant do hereby mutually waive, as against one another all rights of recovery for damage sustained by either caused by the other to the extent that such damage is compensated for by insurance maintained by the damaged party; and they agree that no party shall have any claim against the other by way of subrogation or assignment. The parties, to the extent possible, shall obtain policy provisions from their insurers allowing for such waiver.

14. ADDITIONAL DOCUMENTS. Landlord and Tenant agree to execute such further or additional documents as may be appropriate or necessary to effectuate the provisions and intent of this Agreement, including, but not limited to, a notice or memorandum of lease modification for recording purposes.

15. UNENFORCEABLE TERMS. If any term, covenant, condition or provision of the Lease as amended hereby or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision hereof shall be valid and be enforced to the fullest extent permitted by law.

16. COUNTERPARTS. This Lease Amendment and Extension Agreement may be executed in any number of counterparts; each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Contract.

17. RATIFICATION. Except as specifically amended hereby by, all other conditions and covenants of the Lease shall remain in full force and effect and are hereby ratified and confirmed.

18. EFFECTIVE DATE. The parties agree that all of the terms of this Agreement shall be deemed effective upon full execution by both parties.

The Landlord and Tenant have executed this First Lease Amendment and Extension Agreement by and through their duly authorized officers and/or representatives on the day and year first written above.

Landlord:

Tenant:

CIRCLE K STORES INC.

Frieda Beeny
Frieda Beeny

By: William H. ...

Its: Vice President

Date Signed: Dec 20-02

Date Signed: 1/9/03

EXHIBIT A
LEGAL DESCRIPTION

All that portion of Lots Five (5), Six (6), Seven (7) and Eight (8), Block One (1), Camp Verde Township, lying West of the Yavapai County Highway as shown on the plat of said subdivision of record in the office of the Yavapai County Recorder in Book 5 of Maps, Page 139. Plus the South 89 feet of the following described parcel:

All that portion of the Northeast quarter of the Northeast quarter of Section 31, Township 14 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

Beginning at the Southeast corner of said Northeast quarter of the Northeast quarter, thence South 89° 53' 12" West, a distance of 105.92 feet to a point on the center line of the Camp Verde - Montezuma Castle Highway, which point is the true point of beginning; Thence South 89° 53' 12" West, a distance of 194.08 feet to a point; thence North 0° 21' 48" West, a distance of 293.36 feet to a point on the Kirkwood Property line, as described in Book 270 of Official Records, Page 381; thence North 86° 58' 24" East, a distance of 255.47 feet to a point on the center line of the Camp Verde - Montezuma Castle Highway; thence South Westerly along said highway center line on a curve to the right having a radius of 2,864.79 feet, through a delta angle of 6° 14' 42", a distance of 312.25 feet to the true point of beginning.



May 22, 2018

Mark Beeny
R&M Commercial Leasing, LLC
1360 North 72nd Lane
Peoria, Arizona 85381

RE: Letter of Reliance – Environmental Reports
Former Circle K Store #1010
24 Finnie Flat Road
Camp Verde, Arizona

Dear Mr. Beeny:

On behalf of Blaes Environmental Management, Inc. ("Blaes Environmental"), I am pleased to provide this Letter of Reliance to R & M Commercial Leasing, LLC and the Town of Camp Verde for the following report that Blaes prepared for Circle K Stores, Inc.

Underground Storage Tank (UST) Permanent Closure Assessment Report Form
(Underground Storage Tank Removal and Closure Report – May 5, 2018)

Blaes Environmental represents to R & M Commercial leasing LLC and the Town of Camp Verde that, at the time the report was prepared, the information presented in the report was complete and, to the best of our knowledge, accurately depicted the conditions of the property based on information available and observations made at the time the UST inspections and tank removal program was performed. The independent conclusions in the report represent Blaes Environmental's best professional judgment based on the conditions that existed at the time of the tank removal program and the information available at the time the report was prepared.

Please contact me at (602) 728-0707 and/or at dblaes@blaesenvironmental.com if you have any questions or comments regarding the terms of this Reliance Letter or any other matter.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Blaes", written over a horizontal line.

Daniel Blaes, R.G.
Blaes Environmental Management, Inc.
President
Arizona Registered Geologist #50529



Douglas A. Ducey
Governor

ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY



Misael Cabrera
Director

May 24, 2018

Ms. Annette Toale
Circle K Stores, Inc.
PO Box 52085
Phoenix, Arizona 85072

RE: UST CLOSURE ASSESSMENT REVIEW
Facility ID #0-001353
Circle K Store #2701010
24 West Finnie Flat Road
Camp Verde, Arizona 86322

Dear Ms. Toale:

The Arizona Department of Environmental Quality (ADEQ) Waste Programs Division received a report on May 8, 2018, titled *Underground Storage Tank Permanent Closure Assessment Report Form*, for the closure of two underground storage tanks (UST) at the above-referenced facility. Based on our review, the ADEQ has determined that this report was completed and submitted in accordance with Arizona Revised Statute § 49-1008 and Arizona Administrative Codes R18-12-271 and R18-12-272.

On April 5, 2018, the below-referenced UST systems were permanently closed by removal.

<u>Tank Identification</u>	<u>Tank Capacity (Gallons)</u>	<u>Product Last Stored in the Tank System</u>
Tank #1	10,000	Premium
Tank #2	10,000	Regular Unleaded

Based upon information in the above-referenced report, laboratory analysis of the soil samples did not detect regulated substances above the ADEQ's respective UST Release Confirmation Levels. Consequently, the ADEQ is not assigning a new LUST case file at this facility.

This correspondence does not affect the status of any other UST or leaking UST case files for this facility that may be open with the ADEQ. Please be advised that if the ADEQ receives information indicating contamination at or emanating from this facility, additional investigation and corrective actions may be required. The ADEQ may revoke or amend this letter if 1) any of the information in the above referenced report is determined to be inaccurate, 2) any additional relevant information becomes available, or 3) any site condition was unknown to the ADEQ when this letter was issued. If you have any questions, please contact me at (602) 771-4240, or by e-mail at Igo.Summer@azdeq.gov.

Circle K Stores, Inc.
May 24, 2018
Page 2

Sincerely,



Summer Igo
Environmental Science Specialist
Site Investigation and Remediation Unit
UST-LUST Section

Yavapai County Print Parcel



Parcel ID 404-28-007A **Check Digit** 9

Owner R & M Commercial Leasing LLC

Owner's Mailing Address
PO Box 52085
Phoenix, AZ 85072-2085

Secondary Owner
Recorded Date N/A

Last Transfer Doc Docket N/A **Last Transfer Doc Page** N/A

Physical Address 24 W Finnie Flat Rd **Incorporated Area** Town of Camp Verde

Assessed Acres 0.26 **Subdivision** N/A **Subdivision Type** N/A

School District Camp Verde Unified SD #28 **Fire District** Camp Verde FD **County Zoning Violation** No Zoning Violation

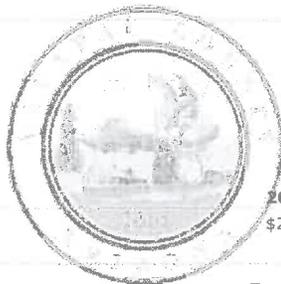
Improvements (2)
Type: Convenience Store
Floor area: 2824
Constructed: 1973

Type: Commercial Yard Improvements
Floor area: 1
Constructed: 1973

Assessment

Starting with the 2015 tax year, the Limited Property Value is the only value considered for taxation purposes, the Full Cash Value is no longer used for taxation.

Tax Year	2019	2018
Assessed Value(ALV)	\$19,198	\$18,283
Limited Value(LPV)	\$106,652	\$101,573
Full Cash(FCV)	\$110,959	\$101,573
Legal Class	Commercial	Commercial
Assessment Ratio	18%	18%
Usage Code	1111 ?	1111 ?



Taxes

Tax Area Code	2017 Taxes Billed
2872	\$2,946

Recorded Documents & Sales (2)

Date	Book/Page	Type	Cost
12/3/2004	4212/333	Other	\$0
9/3/1999	3692/934	Other	\$0

Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. Users should independently research, investigate and verify all information.

By using this website, the user knowingly assumes all risk of inaccuracy and waives any and all claims for damages against Yavapai County and its officers and employees that may arise from the use of this data and agrees to indemnify and hold harmless Yavapai County and its officers and employees to the fullest extent permitted by law. By using this website, the user also agrees that data and use of this website may not be used for commercial purposes.

All that portion of the Northeast quarter of the Northeast quarter of Section 31, Township 14 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at the Southeast corner of said Northeast quarter of the Northeast quarter, thence South $89^{\circ} 53' 12''$ West, a distance of 105.92 feet to a point on the center line of the Camp Verde - Montezuma Castle Highway, which point is the true point of beginning; Thence South $89^{\circ} 53' 12''$ West, a distance of 194.08 feet to a point; Thence North $0^{\circ} 21' 48''$ West, a distance of 293.36 feet to a point of the Kirkwood Property line, as described in Book 270 of Official Records, Page 381; Thence North $86^{\circ} 58' 24''$ East; a distance of 255.47 feet to a point on the center line of the Camp Verde - Montezuma Castle Highway; Thence Southwesterly along said highway center line on a curve to the right having a radius of 2,864.78 feet, through a delta angle of $6^{\circ} 14' 42''$, a distance of 312.25 feet to the true point of beginning.

Yavapai County Print Parcel



Parcel ID	404-28-007B	Check Digit	8
Owner	R & M Commercial Leasing LLC		
Owner's Mailing Address	PO Box 52085 Phoenix, AZ 85072-2085		
Secondary Owner			
Recorded Date	N/A		
Last Transfer Doc Docket	N/A	Last Transfer Doc Page	N/A
Physical Address	250 S Main		Incorporated Area Town of Camp Verde
Assessor A	Subdivision	Subdivision Type	
0.09	N/A	N/A	
School District	Fire District	County Zoning Violation	
Camp Verde Unified SD #28	Camp Verde FD	No Zoning Violation	

Assessor A
0.09

School District
Camp Verde Unified SD #28

Improvements (0)
No Improvements found.

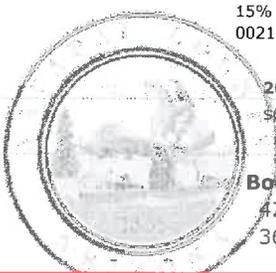
Assessment

Starting with the 2015 tax year, the Limited Property Value is the only value considered for taxation purposes, the Full Cash Value is no longer used for taxation.

Tax Year	2019	2018
Assessed Value(ALV)	\$1,562	\$3,968
Limited Value(LPV)	\$10,411	\$22,042
Full Cash(FCV)	\$12,337	\$22,042
Legal Class	Vacant or Other	Commercial
Assessment Ratio	15%	18%
Usage Code	0021 ?	1111 ?

Taxes	2017 Taxes Billed
Tax Area Code 2872	\$604

Recorded Documents & Sales (2)		Book/Page	Type	Cost
Date 12/3/2004		4212/333	Other	\$0
9/3/1999		3692/934	Other	\$0



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EXEMPT UNDER A.R.S. § 42-1614.B.8

WARRANTY DEED

For and in consideration of TEN AND NO/100 DOLLARS, and other good and valuable consideration, ROGER L. BEENY, Trustee of THE FRIEDA S. BEENY REVOCABLE TRUST dated April 5, 1999, ("Grantor"), does hereby convey to R & M COMMERCIAL LEASING, L.L.C., an Arizona Limited Liability Corporation, ("Grantee") the following described real property situated in Yavapai County, Arizona:

See attached Exhibit A

SUBJECT TO: Current taxes, and other assessments, liens, reservations in patents, and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations, and liabilities as may appear of record.

And Grantors bind themselves and their successors to warrant the title conveyed hereby against all persons whomsoever, subject to the matters above set forth.

*In compliance with A.R.S. § 33-404, the Beneficiaries under Agreement dated April 5, 1999, are ROGER L. BEENY and MARK T. BEENY.

Date: 10-8-2004

Roger L. Beeny

ROGER L. BEENY, Trustee

STATE OF ARIZONA)
) ss.
County of ~~Yavapai~~ Cole)

The foregoing instrument was acknowledged before me this 8th day of October 2004, by ROGER L. BEENY, Trustee of THE FRIEDA S. BEENY REVOCABLE TRUST.



Scott E. Brannon

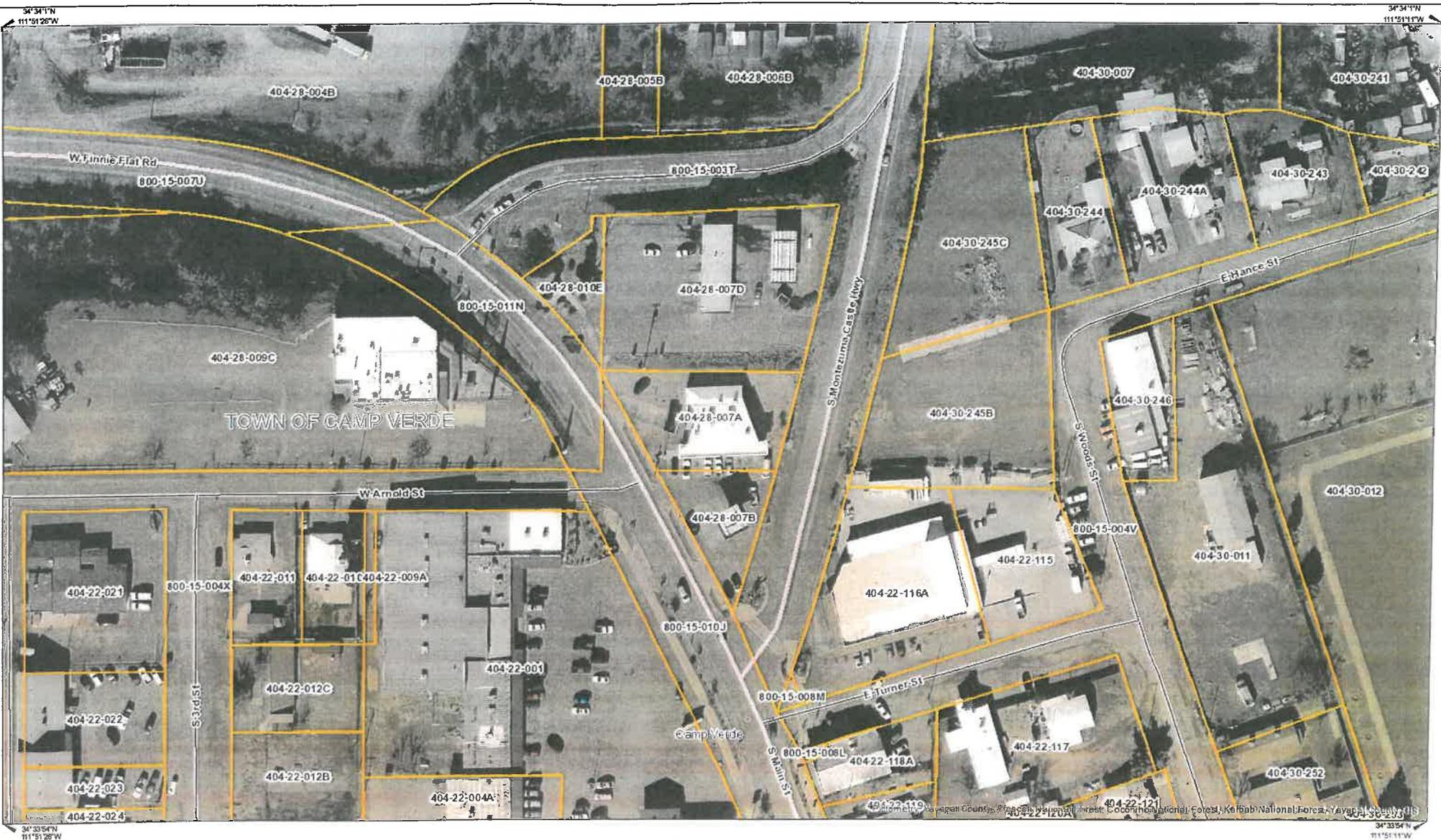
Notary Public

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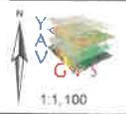
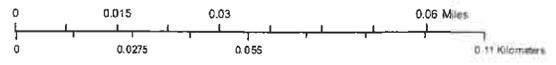
June 12, 2018 at 1:30:40 PM



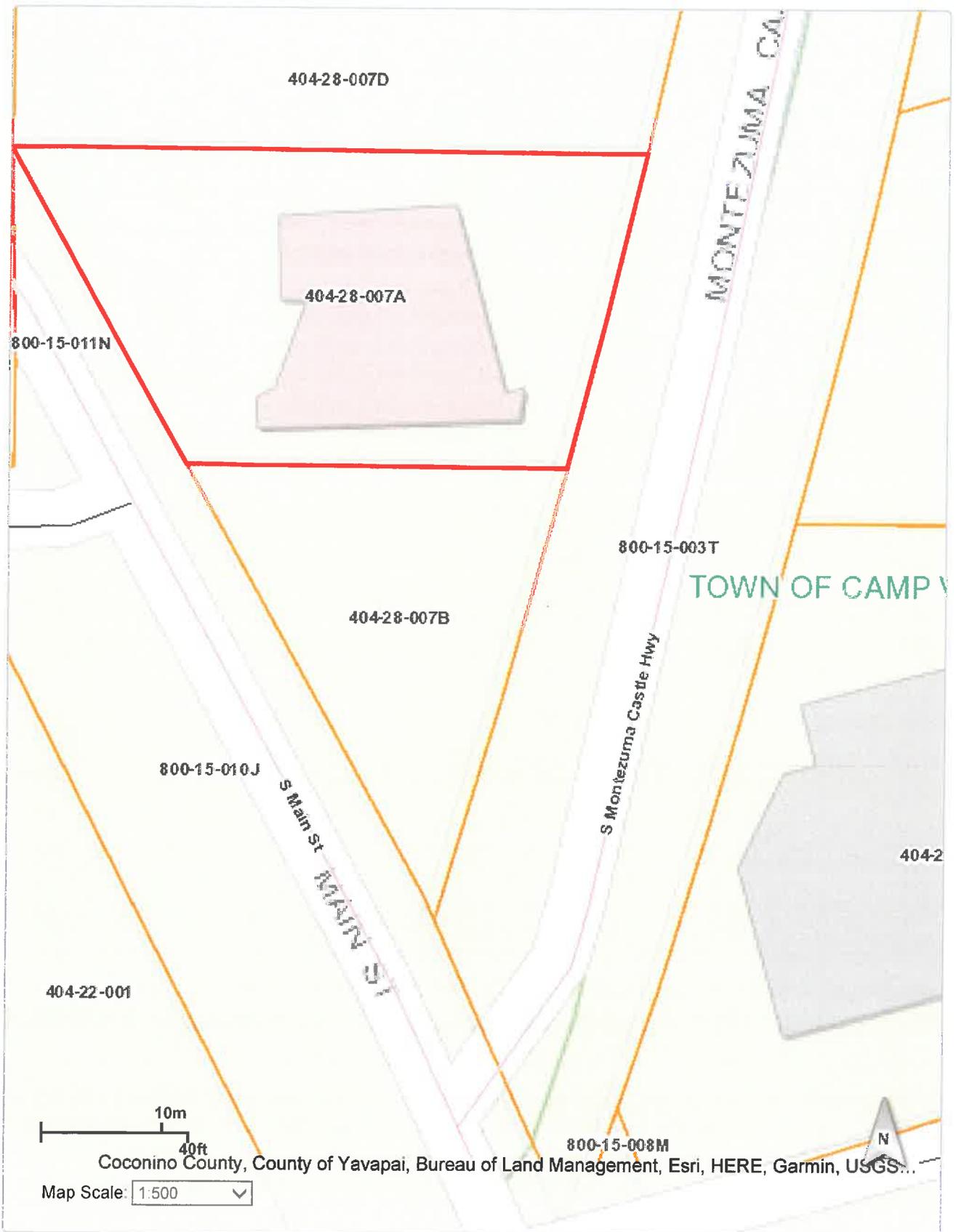


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Yavapai County assumes no responsibility for errors, omissions, and/or inaccuracies in this mapping product.



Map Created 12/26/2017





CAMP VERDE
AZ



CAMP VERDE, ARIZONA, 1964

Souvenir of the opening of our
CAMP VERDE OFFICE... 85th
office in the statewide system,
August 31, 1964

SEAL SHAPE DESIGNATES NEW VALLEY BANK OFFICE

CV 1934

A 08 29/20 6



Agenda Item 4. f)



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: June 20, 2018

Consent Agenda Decision Agenda Executive Session Requested

Presentation Only Action/Presentation Special Session

Requesting Department: Public Works

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact): Possible approval of Resolution 2018-1009, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, Committing Local Funds in the amount of \$18,857, as Leverage Funds for Fiscal Year 2019, Community Development Block Grant Application.

List Attached Documents: Resolution 2018-1009 (1 page)

Estimated Presentation Time:

Estimated Discussion Time:

Reviews Completed by:

Department Head: Russ Martin Town Attorney Comments: Reviewed/approved Resolution

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Fiscal Impact:

Budget Code:

Comments:

Background Information: January 24, 2018, Council approved Resolution 2018-999, authorizing Application of a Community Development Block Grant to continue previous pedestrian improvements which serve the needs of low and moderate income persons in the Townsite and Business district areas. The proposed project will connect sidewalks on Hollamon and Cliffs Parkway to 7th Street and Finnie Flat Road.

The application has been submitted, for a Grant Request of \$330,143; Town Leveraged Funds, a minimum of \$18,857, will be required for the project.

Recommended Action (Motion): Move to approve and authorize execution of Resolution No 2018-1009, Committing Local Funds in the amount of \$18,857, as Leverage Funds for Fiscal Year 2019, Community Development Block Grant Application.

Instructions to the Clerk:



RESOLUTION 2018 - 1009

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, COMMITTING LOCAL
FUNDS AS LEVERAGE FOR FISCAL YEAR 2019, COMMUNITY DEVELOPMENT BLOCK
GRANT APPLICATION.**

WHEREAS, the Town of Camp Verde (“Town”) has adopted Resolution Number 2018-999, which authorizes submission of an application to the State of Arizona, Department of Housing for 2018, Community Development Block Grant (CDBG) funds; and

WHEREAS, that application indicates that the Town of Camp Verde will commit leveraged funds, in the form of cash or resources to be used to implement Activity #2: the construction of pedestrian improvements connecting sidewalks on Hollamon to 7th Street, 7th Street to the Post Office and to Cliffs Parkway to the South entrance of Walgreens; and

WHEREAS, the CDBG Program requires that all local leveraged funds/resources be committed in the form of a Resolution by the governing body, and that such commitment contain an opinion by the applicants’ legal counsel that the leveraged funds represent a binding commitment, legally enforceable under State Laws,

NOW THEREFORE BE IT RESOLVED that the Mayor and Common Council hereby commit \$18,857, to the CDBG Program, to be used for: pedestrian sidewalk improvements for engineering, studies, inspections, employees, contractor, etc., contingent upon the receipt of 2018, CDBG assistance; and that the Mayor and Common Council of the Town of Camp Verde hereby state that this commitment is legally binding based on the legal opinion of the Town Attorney and that such funds will be available for an audit at the termination of the Grant if so required by Arizona Department of Housing

**PASSED AND ADOPTED AT A REGULAR SESSION OF THE COMMON COUNCIL OF THE
TOWN OF CAMP VERDE, ARIZONA, ON JUNE 20, 2018.**

Charles C. German, Mayor

Attest:

Judy Morgan, Town Clerk

Approved as to form:

William J. Sims III, Town Attorney

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Agenda Item Submission Form – Section I

Meeting Date: June 20, 2018

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

Requesting Department: Public Works

Staff Resource/Contact Person: Ron Long

Agenda Title (be exact): Possible award of Change Order in the amount of \$179,025, under Agreement #18-125, in order to facilitate the pond excavation and transport of the excavated materials to the park site.

Attachments: Earth Resources Request (1 Page)

Estimated Presentation Time:

Estimated Discussion Time:

Reviews Completed by:

- Department Head: Ron Long,*
- Town Attorney* Agreement reviewed and approved as attached by William Sims

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

Finance Director Comments/Fund: The current budget for the Sports Complex, account #03-000-20-861110, \$5,720,602

Fiscal Impact:
Comments:

Background Information:

- Clearing and grubbing of the Sports Complex site was completed by Town Crews.
- Council awarded Agreement #18-125 in the amount of \$2,067,863 to complete the grading and infrastructure required prior to beginning construction of the sports fields support facilities and amenities

Included in the Park development is a 10,000,000-gallon fishpond. This necessary feature was strategically located and designed to store irrigation water for the fields. Furthermore, the soil that will be excavated to construct the pond is required for fill in other areas of the Park.

The estimated 35,000 cubic-yards of soil that will be excavated from the pond will have to be moved from the excavation site to the Park site. If the Wastewater road was utilized to haul this amount of soil, not only would the time and fuel costs add expense, the many trips made with heavy construction equipment would damage the road resulting in required repairs would have been required. To mitigate this issue, staff has been working through the

permitting process with the Forest Service *and* Arizona State Land Department to obtain temporary encroachment permits.

Because Forest Service and State permits were not received prior to receiving the final bids for the grading and infrastructure phase and not knowing how long it would take or if the permits would be granted, it was problematic for bidders to accurately calculate their costs. In the interest of moving forward with the process, staff pulled the pond excavation and soil hauling from the bid; and has continued to work with the Forest and State to facilitate the needed permits.

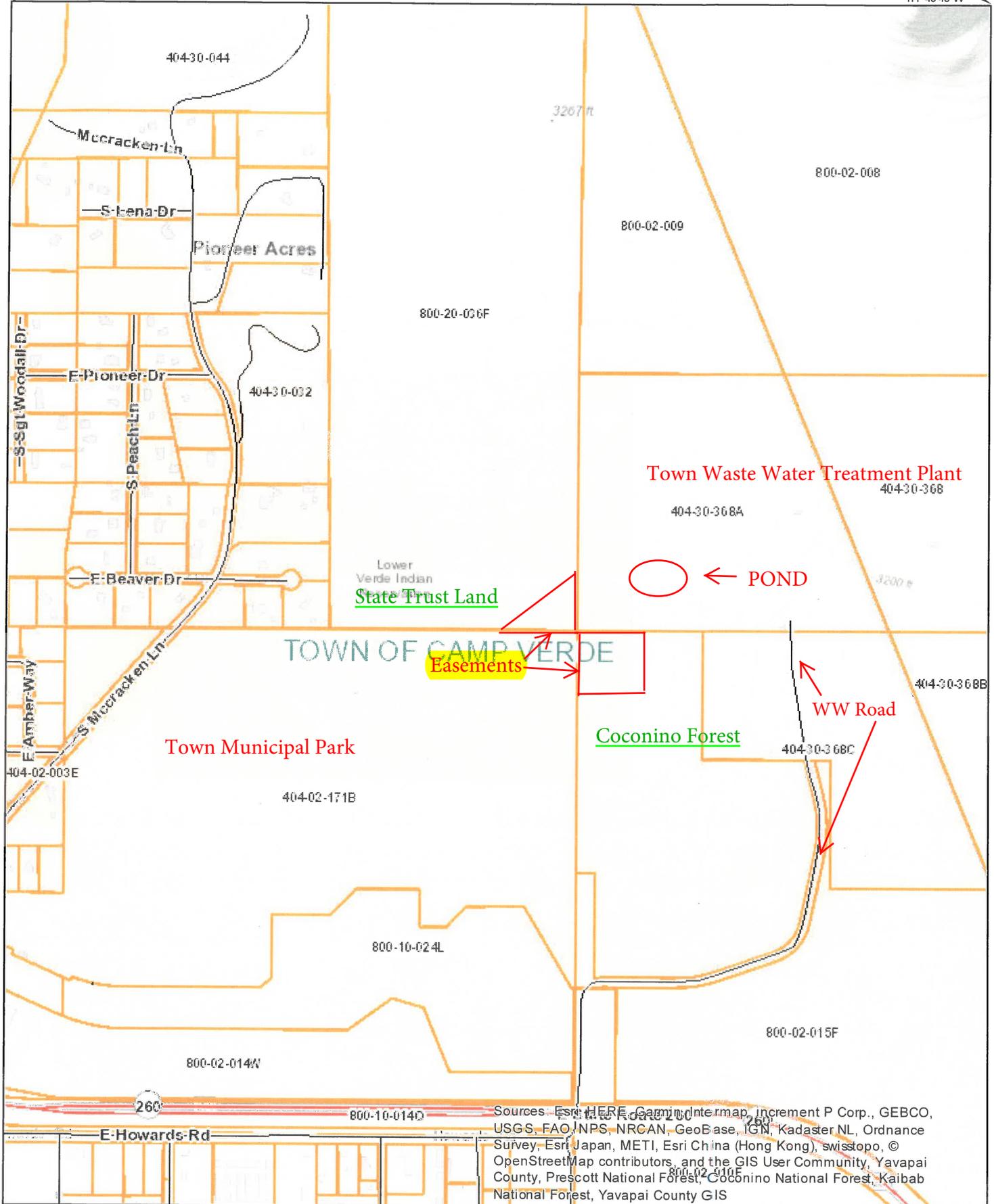
Upon receipt of the Forest Service permit, and acknowledgment that the State permit is in the very final phase of review; staff requested and received the change order from Earth Resources (contractor for Agreement #18-125) to complete the needed excavation and soils transport across the permitted areas.

Staff has reviewed the proposal, compared it against the original bids received and the consultant/engineering estimate at \$5.50 CY. It is determined the bid is both fair and advantageous to the Town, it expedites the work and maintains consistency for inspections and accountability of the entire Phase I of this project.

Recommended Action (Motion): (Staff recommends) award the Change Order in the amount of \$179,025, under Agreement #18-125, in order to facilitate the pond excavation and transport of the excavated materials to the park site.

34° 33' 49" N
111° 50' 48" W

34° 33' 49" N
111° 49' 48" W



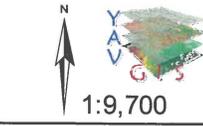
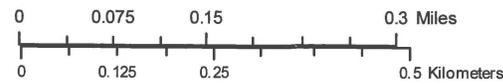
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, © OpenStreetMap contributors, and the GIS User Community, Yavapai County, Prescott National Forest, Coconino National Forest, Kaibab National Forest, Yavapai County GIS

34° 32' 48" N
111° 50' 48" W

34° 32' 48" N
111° 49' 48" W

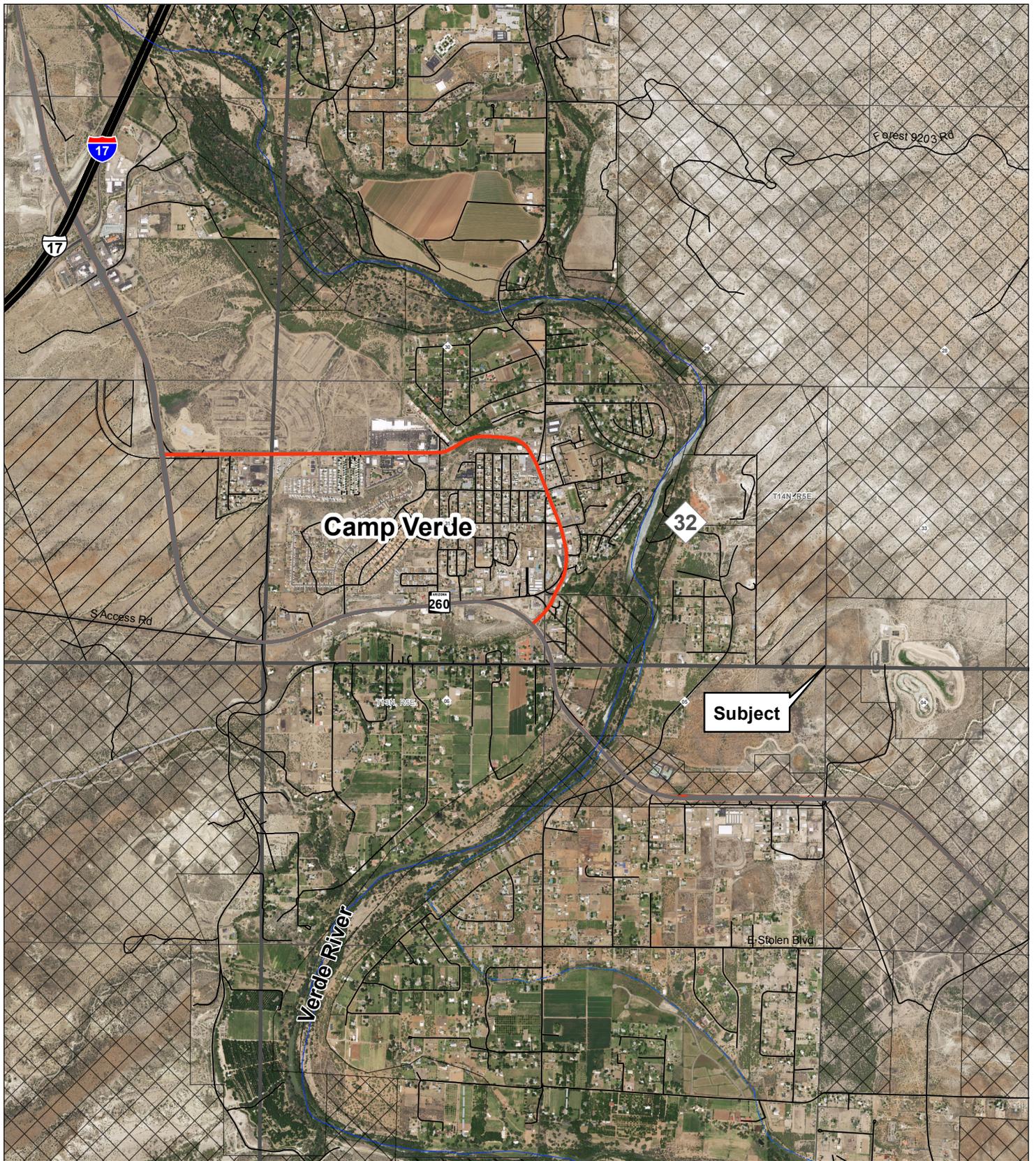


Disclaimer:
Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.



Yavapai County assumes no responsibility for errors, omissions, and/or inaccuracies in this mapping product.

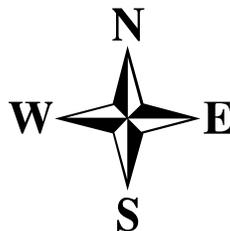
Map Created 4/18/2018



Legend

Land Ownership

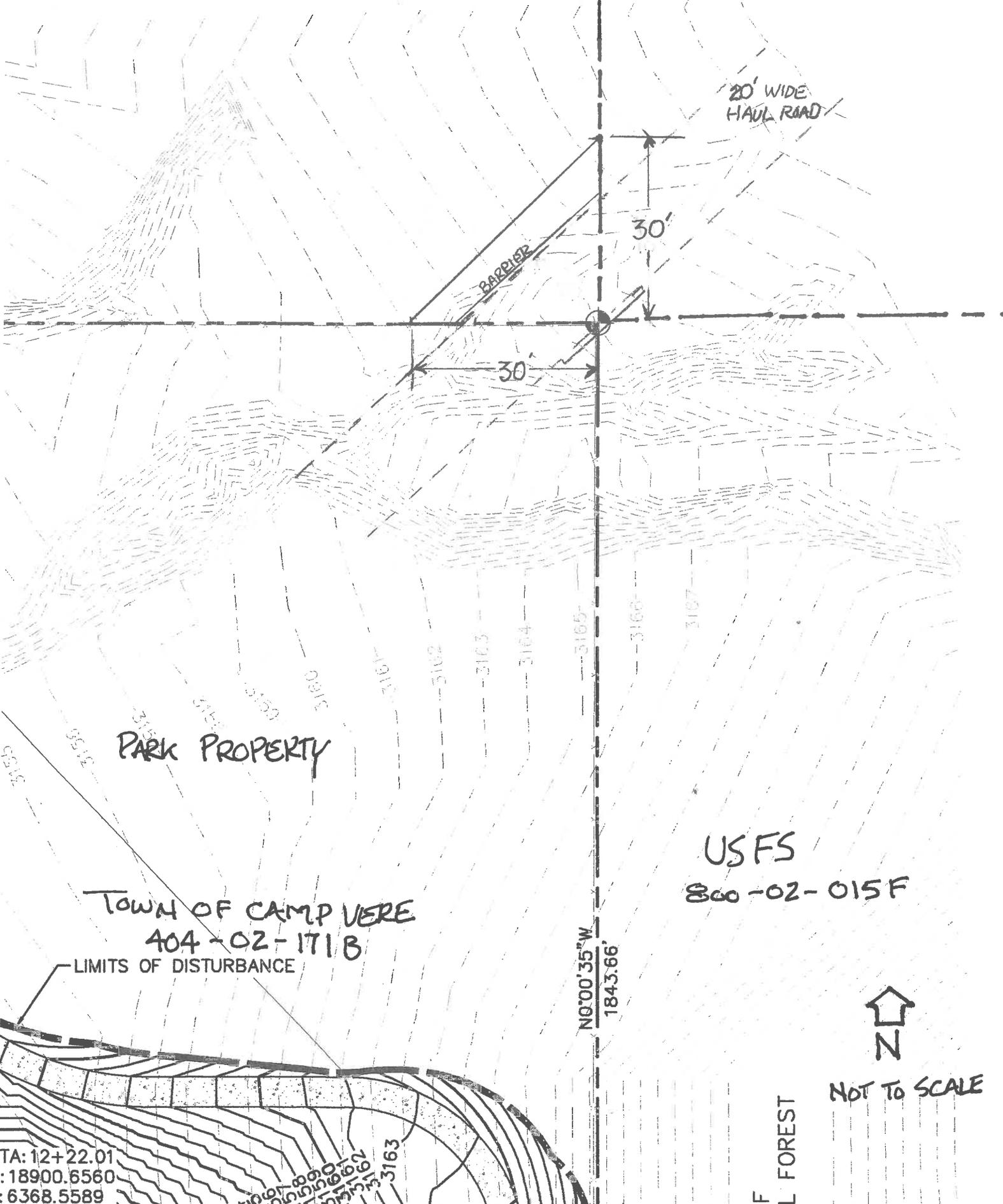
-  US Forest Service
-  Other
-  Indian Reservations
-  Private
-  State Trust



**Township 14 North
Range 5 East
Section 32
Yavapai County
Arizona**

STATE OF ARIZONA
800-20-036F

TOWN OF CAMP VERE
404-30-368A



20' WIDE
HAUL ROAD

30'

30'

PARK PROPERTY

USFS

800-02-015F

TOWN OF CAMP VERE
404-02-171B

LIMITS OF DISTURBANCE

N0°00'35"W
1843.66'



NOT TO SCALE

STATE FOREST

TA: 12+22.01
: 18900.6560
: 6368.5589

CONTRACT ADJUSTMENT AUTHORIZATION REQUEST



P.O. Box 1420, 928-775-2795 Office **ROC #259019**
 Dewey, AZ 86327 928-268-3487 Fax

FROM: Earth Resources Corporation P.O. Box 1420 Dewey, AZ 86327
TO: Town of Camp Verde 395 South Main Street Camp Verde, AZ 86322

NO 1

DATE:	6/7/18
JOB NAME:	Sports Complex
WORK TO BEGIN BY:	TBD
WORK TO BE COMPLETED BY:	NA

DESCRIPTION OF WORK TO BE COMPLETED			
\$4,725.00 Prep Haul roads for offsite import from pond	1	\$	4,725.00
\$174,300.00 Import dirt from new pond area to sports complex site (per CY) Includes Sales Tax & Bonding	35000	\$	4.98
\$179,025.00 Total			

The work covered by this order, shall be preformed under the same terms and conditions, as that included in the original Contract.

CHANGES APPROVED BY:

COMPANY NAME	
SIGNATURE (TO APPROVE)	
PRINT NAME	TITLE

PREVIOUS CONTRACT AMOUNT	\$2,067,863.00
AMOUNT OF THIS ORDER	\$179,025.00
TOTAL CONTRACT AND EXTRAS	\$2,246,888.00
EARTH RESOURCES CORPORATION	



Agenda Item Submission Form – Section I

Meeting Date:

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

Requesting Department: Marshal's Office

Staff Resource/Contact Person: Brian Armstrong

Agenda Title (be exact): Promotional ceremony and badge presentation for the promotion of Tom Baizel to the position of Sergeant with the Marshal's Office.

List Attached Documents:

Estimated Presentation Time: 10 Minutes

Estimated Discussion Time: 0

Reviews and comments Completed by:

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

Background Information:

On May 30, 2018 the Marshal's Office conducted a testing process for the position of Sergeant. The process consisted of a written test, a situational/scenario test, and an interview with a panel of supervisors from within and outside of the Marshal's Office. The testing was conducted to fill the supervisor position on one of the night shift patrol teams. Three of the four teams are supervised by sergeants, but the fourth is supervised by a corporal in a temporary assignment, however; the current corporal is performing all the same job description duties and responsibilities of a sergeant. This process was held to eliminate the corporal position and re-classify it as a sergeant.

Corporal Tom Baizel participated in the testing and performed very well passing all of the phases, and in addition has demonstrated exceptional leadership skills during the time he was in the corporal position. Cpl. Baizel will be promoted to sergeant effective June 17, 2018 and the Marshal's Office would like to recognize this accomplishment

before the Town Council by holding the promotional ceremony and swearing-in at the Council meeting on June 20, 2018.

Recommended Action (Motion):

Instructions to the Clerk:



Agenda Item Submission Form – Section I

Meeting Date: June 20, 2018

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

Requesting Department: Finance

Staff Resource/Contact Person: Mike Showers

Agenda Title (be exact): Discussion & possible approval of The Town of Camp Verde FY19 Proposed Tentative Budget.

List Attached Documents: 1) Town of Camp Verde FY19 Proposed Tentative Budget

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 10 minutes

Reviews Completed by:

Town Attorney Comments: N/A

Department Head:

- Budgeted Unbudgeted N/A

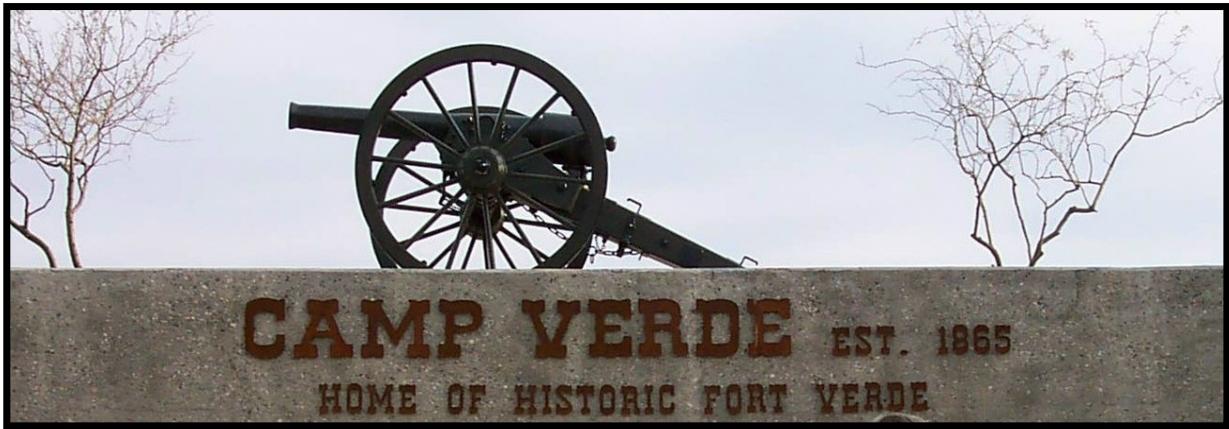
Fiscal Impact: N/A

Comments: None.

Background Information: The Tentative Budget is not the Final Town Budget but once accepted, total expenses cannot be increased, but rather only decreased or moved. The FY19 Final Budget will be presented in July.

Recommended Action (Motion): Approval "The Town of Camp Verde FY19 Proposed Tentative Budget".

Instructions to the Clerk: N/A



Proposed Tentative Budget

Fiscal Year - 2018-19

Town of Camp Verde, Arizona

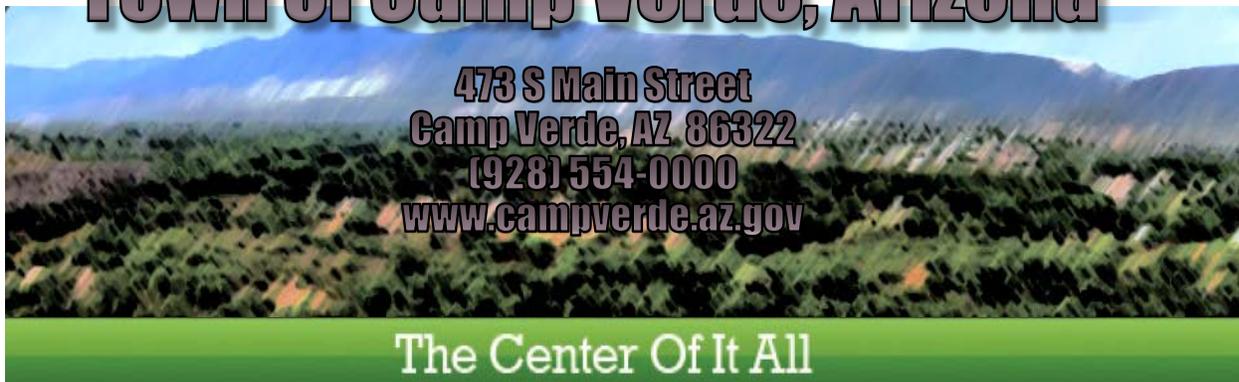


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Revenue & Expense Summary

All Funds

Revenues by Source

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUESTED	2018-19 MANAGER RECOMMEND
Local Sales Taxes	3,915,180	3,756,648	4,061,000	3,872,736	4,400,000	4,550,000
Franchise Fees	285,834	270,925	263,000	220,948	268,000	273,000
Intergovernmental Revenues	4,798,407	4,587,251	5,189,500	3,674,731	5,317,832	5,323,252
Licenses & Permits	198,029	184,214	237,750	161,632	243,750	243,750
Fines & Forfeitures	214,460	193,505	219,500	104,212	219,500	219,500
Charges for Services	126,485	122,952	135,800	79,824	133,815	133,815
Grants & Donations	428,030	102,022	419,800	28,815	1,689,555	1,689,555
Wastewater User Fees	1,062,822	1,084,002	1,008,600	799,749	1,231,400	1,231,400
Miscellaneous	1,215,744	709,529	4,303,600	7,918,576	4,454,967	4,485,671
Total Revenues	\$ 12,244,991	\$ 11,011,048	\$ 15,838,550	\$ 16,861,223	\$ 17,958,819	\$ 18,149,943

Expenses by Type

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUESTED	2018-19 MANAGER RECOMMEND
Wages & ERE	5,716,048	6,087,544	6,362,005	5,010,208	7,132,660	6,959,190
Operating	2,320,388	2,705,753	2,999,720	2,361,721	3,287,560	3,222,960
Capital Outlay	4,409,177	3,897,461	6,686,084	1,698,903	14,570,229	14,770,229
Debt Service	700,818	953,786	1,377,873	1,111,485	1,648,296	1,648,296
Depreciation & Bad Debt	723,560	813,423	800,000	0	850,000	850,000
Total Expenses	\$ 13,869,991	\$ 14,457,967	\$ 18,225,682	\$ 10,182,317	\$ 27,488,745	\$ 27,450,675

Complete Town Budget Overview

By Fund FY 2018-19

Revenues by Source	Major Budget Funds								
	General Fund	Wastewater Fund	Parks Fund	CIP Fund	Debt Service Fund	HURF Fund	Magistrate Fund	Non-Fed Fund	Federal Grants Fund
Local Sales Taxes	4,550,000								
Franchise Fees	273,000								
Intergovernmental Revenues	3,555,500					900,000	3,000	125,000	389,752
Licenses & Permits	243,750								
Fines & Forfeitures	188,000						33,000		
Charges for Services	133,815	1,239,400							
Grants & Donations	3,500	0						1,661,705	
Miscellaneous	89,276	4,301,200	0	0		8,000			
Total Revenues	\$ 9,036,841	\$ 5,540,600	\$ -	\$ -	\$ -	\$ 908,000	\$ 36,000	\$ 1,786,705	\$ 389,752

Expenses by Type

Wages & ERE	5,997,005	608,980				341,205		0	12,000
Operating	1,859,130	632,166		8,086		336,395	76,000	46,679	84,432
Capital Outlay	2,760	4,242,273	6,720,198	1,622,608		36,500		1,752,570	43,320
Depreciation		850,000							
Debt Service		150,980			1,497,316				
Total Expenses	\$ 7,858,895	\$ 6,484,399	\$ 6,720,198	\$ 1,630,694	\$ 1,497,316	\$ 714,100	\$ 76,000	\$ 1,799,249	\$ 139,752

Operating Transfers

Transfers Out	1,800,956					711,360	0	0	250,000
Transfers In	0			(1,265,000)	(1,497,316)			0	0
Total Transfers	\$ 1,800,956	\$ -	\$ -	\$ (1,265,000)	\$ (1,497,316)	\$ 711,360	\$ -	\$ -	\$ 250,000

Net Increase/(Decrease) in Fund Balance

\$ (623,010)	\$ (943,799)	\$ (6,720,198)	\$ (365,694)	\$ -	\$ (517,460)	\$ (40,000)	\$ (12,544)	\$ -
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Changes in Fund Balance

Beginning Fund Balance Estimate	1,765,982	17,141,434	6,720,198	425,872	0	893,340	48,528	15,425	(30,159)
Ending Fund Balance	\$ 1,142,972	\$ 16,197,635	\$ -	\$ 60,178	\$ -	\$ 375,880	\$ 8,528	\$ 2,881	\$ (30,159)

Percentage change in Fund Balance

35%	6%	N/A	86%	N/A	58%	82%	81%	0%
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Complete Town Budget Overview

By Fund FY 2018-19

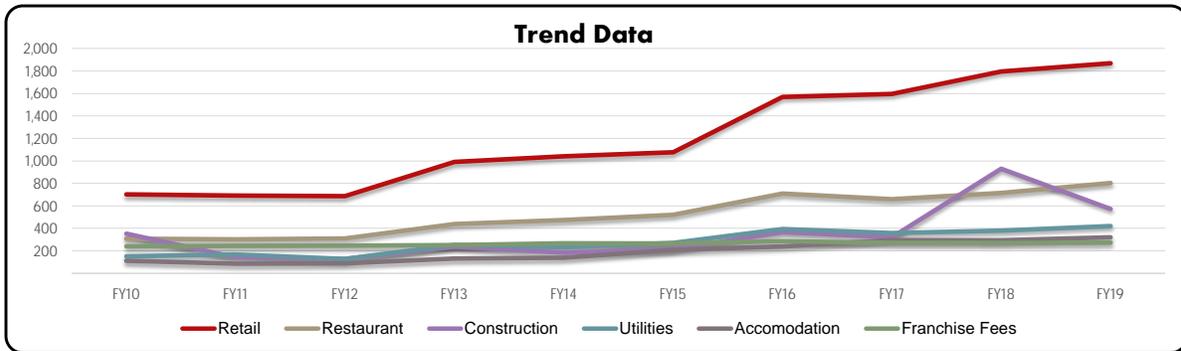
Revenues by Source	CDBG Fund	911 Fund	Housing Fund	Rest'd Fund	Non Major Funds	Total Governmental Funds
Local Sales Taxes					0	4,550,000
Franchise Fees					0	273,000
Intergovernmental Revenues	350,000				1,767,752	5,323,252
Licenses & Permits					0	243,750
Fines & Forfeitures				2,500	35,500	223,500
Charges for Services					0	1,373,215
Grants & Donations				82,545	1,744,250	1,747,750
Miscellaneous			17,000		25,000	4,415,476
Total Revenues	\$ 350,000	\$ -	\$ 17,000	\$ 85,045	\$ 3,572,502	\$ 18,149,943
Expenses by Type						
Wages & ERE					353,205	6,959,190
Operating		1,361	25,000	153,711	731,664	3,222,960
Capital Outlay	350,000				3,804,998	14,770,229
Depreciation					0	850,000
Debt Service					1,497,316	1,648,296
Total Expenses	\$ 350,000	\$ 1,361	\$ 25,000	\$ 153,711	\$ 6,387,183	\$ 27,450,675
Operating Transfers						
Transfers Out			0		961,360	2,762,316
Transfers In	0				(2,762,316)	(2,762,316)
Total Transfers	\$ -	\$ -	\$ -	\$ -	\$ (1,800,956)	\$ -
Net Increase/(Decrease) in Fund Balance	\$ -	\$ (1,361)	\$ (8,000)	\$ (68,666)	\$ (1,013,725)	\$ (9,300,732)
Changes in Fund Balance						
Beginning Fund Balance Estimate	0	1,361	65,356	68,666	8,296,587	27,204,003
Ending Fund Balance	\$ -	\$ -	\$ 57,356	\$ -	\$ 7,282,862	\$ 17,903,271
Percentage change in Fund Balance	N/A	100%	12%	100%	12%	34%

General Fund Top Revenue Catagories & Trends

Local Sales Tax Detail Top 5 Categories (in Thousands)

Source	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19
Retail	702	691	686	990	1,040	1,076	1,569	1,596	1,795	1,869
Restaurant	308	302	309	437	473	520	709	659	715	803
Construction	353	143	128	236	183	213	367	320	930	571
Utilities	151	168	127	252	231	270	394	358	380	420
Accommodation	111	85	89	132	139	208	239	295	294	320
Franchise Fees	240	243	246	250	267	266	286	271	268	273

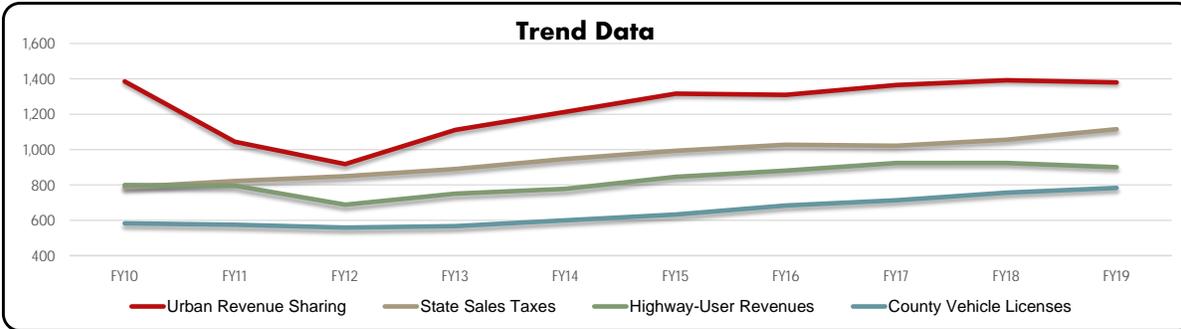
*Est'd



State & County Tax Detail (in Thousands)

Source	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19
Urban Revenue Sharing	1,385	1,044	918	1,111	1,213	1,316	1,309	1,365	1,392	1,380
State Sales Taxes	787	822	850	890	946	994	1,028	1,022	1,056	1,115
Highway-User Revenues	799	796	688	751	777	846	881	924	924	900
County Vehicle Licenses	583	575	559	567	600	633	684	713	756	783

*Est'd



General Fund FY19 Summary

FUNCTIONAL AREAS	2015-16		2016-17		2017-18		2017-18			2018-19			2018-19		
	AUDITED ACTUAL	% Chng	AUDITED ACTUAL	% of Bud	ADJUSTED BUDGET	THROUGH APR '18	% of Bud	DEPT REQUEST	% Chng	\$ Chng	MANAGER RECMN'D	% Chng	\$ Chng		
General Admin	1,643,402	6%	1,828,535	97%	1,998,420	1,634,893	82%	2,424,420	21%	426,000	2,099,325	5%	100,905		
Court	358,020	-2%	360,423	99%	358,340	283,566	79%	414,005	16%	55,665	420,090	17%	61,750		
Public Works	844,923	7%	944,617	99%	916,476	716,817	78%	953,605	4%	37,129	940,770	3%	24,294		
Community Development	417,502	-2%	500,005	94%	532,865	387,842	73%	527,815	-1%	-5,050	537,745	1%	4,880		
Marshal's Office	2,528,113	1%	2,716,669	96%	2,621,480	2,128,668	81%	2,831,195	8%	209,715	2,905,995	11%	284,515		
Library	390,180	6%	413,070	94%	450,440	389,718	87%	553,445	23%	103,005	558,720	24%	108,280		
Parks & Rec	244,349	7%	310,281	104%	348,640	258,171	74%	393,130	13%	44,490	396,250	14%	47,610		
Total Expenses	6,426,489	3%	7,073,600	97%	7,226,661	5,799,675	80%	8,097,615	11%	870,954	7,858,895	8%	572,330		

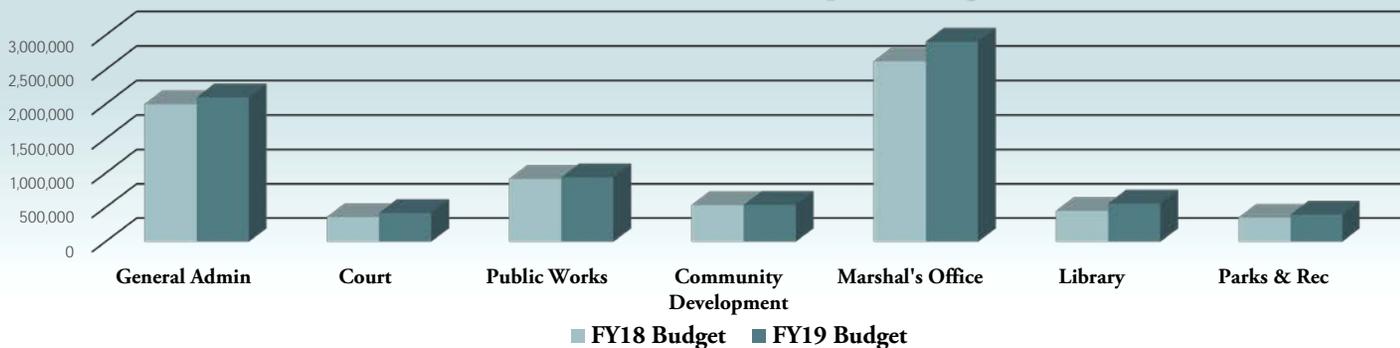
REVENUES

State Revenues	3,020,345	3%	3,099,872	101%	3,185,000	2,651,834	83%	3,274,580	3%	89,580	3,278,000	3%	93,000
Local Taxes	3,915,180	37%	3,756,648	91%	4,061,000	3,872,736	95%	4,400,000	8%	339,000	4,550,000	12%	489,000
Departmental	764,567	7%	802,787	95%	836,050	529,388	63%	842,565	1%	6,515	842,565	1%	6,515
Other	572,018	102%	322,904	111%	303,000	276,236	91%	360,322	19%	57,322	366,276	21%	63,276
Total Revenues	8,272,110	22%	7,982,211	96%	8,385,050	7,330,194	87%	8,877,467	7%	545,617	9,036,841	8%	704,991

Net Operating Transfers Out	870,608	75%	1,516,014	96%	1,373,389	1,374,189	100%	1,300,956	-5%	(72,433)	1,800,956	31%	427,567
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Total General Fund	975,013	1282%	(607,403)	115%	(215,000)	156,330	-73%	(521,104)		8,563	(623,010)		(93,343)
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FY18 to FY19 General Fund Expense Budget



**General Fund Expenditures
by Category**

EXPENSE CATEGORY	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	% of Bud	2018-19 DEPT REQUEST	% Chng	\$ Chng	2018-19 MANAGER RECMN'D	% Chng	\$ Chng
Salary Related Expenditures											
Wages	3,460,438	3,758,811	3,797,355	3,003,102	79.1%	4,328,775	14%	531,420	4,140,355	9%	343,000
Taxes	219,786	190,822	220,435	170,114	77.2%	238,135	8%	17,700	241,805	10%	21,370
Benefits	1,185,760	1,281,211	1,414,510	1,138,877	80.5%	1,625,115	15%	210,605	1,614,845	14%	200,335
Total Salary Related Expenditures	\$ 4,865,984	\$ 5,230,844	\$ 5,432,300	\$ 4,312,093	79.4%	\$ 6,192,025	14.0%	759,725	\$ 5,997,005	10.4%	564,705
Operational Expenditures											
Training	26,011	30,562	36,900	13,793	37.4%	42,470	15.1%	5,570	38,570	4.5%	1,670
Tuition Reimbursement	1,002	737	4,000	980	24.5%	3,000	-25.0%	(1,000)	3,000	-25.0%	(1,000)
Travel	21,529	19,504	27,700	16,499	59.6%	29,300	5.8%	1,600	27,100	-2.2%	(600)
Uniforms	6,177	11,957	4,960	5,198	104.8%	4,800	-3.2%	(160)	4,800	-3.2%	(160)
Office Supplies	33,502	33,787	30,500	29,690	97.3%	31,650	3.8%	1,150	30,650	0.5%	150
Subscriptions/Memberships	20,700	22,737	27,200	25,714	94.5%	26,130	-3.9%	(1,070)	26,130	-3.9%	(1,070)
Books/Tapes/Publications	25,179	24,719	27,750	25,443	91.7%	27,750	0.0%	0	27,600	-0.5%	(150)
Printing	7,613	3,718	5,200	2,974	57.2%	5,200	0.0%	0	5,200	0.0%	0
Advertising	5,642	21,111	22,725	14,964	65.8%	22,205	-2.3%	(520)	22,205	-2.3%	(520)
Postage	8,119	8,135	8,500	7,427	87.4%	10,000	17.6%	1,500	10,000	17.6%	1,500
Computer Services/Software	165,932	241,188	195,806	221,175	113.0%	208,330	6.4%	12,524	203,330	3.8%	7,524
Auto Repair/Maintenance	44,896	35,415	37,500	42,515	113.4%	38,500	2.7%	1,000	37,500	0.0%	0
Fuel	45,295	50,454	55,300	43,828	79.3%	57,450	3.9%	2,150	56,200	1.6%	900
Utilities	168,021	171,392	186,705	154,009	82.5%	189,605	1.6%	2,900	189,605	1.6%	2,900
Waste Removal	7,839	8,050	8,000	6,916	86.5%	8,340	4.3%	340	8,340	4.3%	340
Cell Phone	16,084	21,657	22,310	14,870	66.7%	23,720	6.3%	1,410	23,720	6.3%	1,410
Pest Control	3,210	3,270	3,200	2,910	90.9%	3,200	0.0%	0	3,200	0.0%	0
Consulting Services	109,832	119,464	108,000	89,023	82.4%	114,830	6.3%	6,830	104,830	-2.9%	(3,170)
Legal Services	89,627	48,119	48,100	32,690	68.0%	51,200	6.4%	3,100	51,200	6.4%	3,100
Contract Labor/Services	125,173	128,709	139,950	115,637	82.6%	142,400	1.8%	2,450	136,700	-2.3%	(3,250)
Interpreters	1,252	589	1,000	548	54.8%	1,000	0.0%	0	1,000	0.0%	0
Equipment & Maint	35,499	38,718	41,675	33,957	81.5%	55,525	33.2%	13,850	55,525	33.2%	13,850
Service Charges	5,353	5,513	5,600	3,400	60.7%	5,600	0.0%	0	5,600	0.0%	0
Credit Card Processing Fees	2,823	2,701	3,200	2,221	69.4%	3,450	7.8%	250	3,450	7.8%	250
Liability Insurance	119,673	159,620	175,850	151,415	86.1%	175,900	0.0%	50	175,900	0.0%	50
Safety / Security Program	4,358	4,595	2,000	1,681	84.1%	1,000	-50.0%	(1,000)	1,000	-50.0%	(1,000)
Department Specific Expenditures	363,253	431,761	468,050	370,235	79.1%	520,275	11.2%	52,225	506,775	8.3%	38,725
Employee Term Payouts	35,305	45,702	15,000	46,548	310.3%	25,000	66.7%	10,000	25,000	66.7%	10,000
Contingency	0	0	75,000	0	0.0%	75,000	0.0%	0	75,000	0.0%	0
Total Operational Expenditures	\$ 1,498,899	\$ 1,693,884	\$ 1,787,681	\$ 1,476,260	82.6%	\$ 1,902,830	6.4%	115,149	\$ 1,859,130	4.0%	71,449
Equipment/Capital Expenditures											
Office Equipment/Furniture	15,600	63,803	4,000	8,754	218.9%	0	-100.0%	(4,000)	0	-100.0%	(4,000)
Structural	24,434	82,724	0	0	N/A	0	N/A	0	0	N/A	0
Equipment Lease	2,456	2,345	2,680	1,554	58.0%	2,760	3.0%	80	2,760	3.0%	80
Local Park Improvements	19,116	0	0	0	N/A	0	N/A	0	0	N/A	0
Total Equipment/Capital Expenditures	\$ 61,606	\$ 148,872	\$ 6,680	\$ 10,308	154.3%	\$ 2,760	-58.7%	(3,920)	\$ 2,760	-58.7%	(3,920)
Total General Fund Expenditures	\$ 6,426,489	\$ 7,073,600	\$ 7,226,661	\$ 5,798,661	80.2%	\$ 8,097,615	12.1%	870,954	\$ 7,858,895	8.7%	632,234

General Purpose Revenues General Fund

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	% Chng	2016-17 AUDITED ACTUAL	% of Bud	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	% of Bud	2018-19 DEPT REQUEST	% Chng	\$ Chng	2018-19 MANAGER RECMN'D	% Chng	\$ Chng
Local Revenues													
Sales Taxes													
Town Sales Tax	3,312,412	22%	3,165,682	90%	3,415,000	3,247,061	95%	3,691,400	8.1%	\$ 276,400	3,822,000	11.9%	\$ 407,000
Est'd .65 Portion of 3.65% Tax Rates	602,768	N/A	590,966	100%	646,000	625,675	97%	708,600	9.7%	\$ 62,600	728,000	12.7%	\$ 82,000
Total Sales Taxes	\$ 3,915,180	37%	\$ 3,756,648	91%	\$ 4,061,000	\$ 3,872,736	95%	\$ 4,400,000	8.3%	\$ 339,000	\$ 4,550,000	12.0%	\$ 4,550,000
Franchise Fees													
APS Franchise Fee	238,176	8%	240,067	100%	240,000	200,022	83%	245,000	2.1%	\$ 5,000	250,000	4.2%	\$ 10,000
Camp Verde Water Franchise Fee	24,992	5%	6,745	N/A	0	0	N/A	0	N/A	N/A	0	N/A	N/A
NPG Cable Franchise Fee	14,712	3%	16,606	100%	15,000	14,500	97%	15,000	0.0%	\$ -	15,000	0.0%	\$ -
UNS Gas Franchise Fee	7,954	1%	7,507	94%	8,000	6,426	80%	8,000	0.0%	\$ -	8,000	0.0%	\$ -
Total Franchise Fees	\$ 285,834	7%	\$ 270,925	100%	\$ 263,000	\$ 220,948	84%	\$ 268,000	1.9%	\$ 5,000	\$ 273,000	3.8%	\$ 10,000
Miscellaneous													
Yavapai Apache Gaming Funds	0	N/A	18,774	N/A	20,000	17,457	N/A	18,000	N/A	N/A	18,000	N/A	N/A
Wastewater Admin Fee	0	N/A	0	N/A	0	0	N/A	48,322	N/A	N/A	49,276	N/A	N/A
Refunds & Reimbursements	79,436	N/A	8,632	N/A	4,000	5,169	N/A	4,000	N/A	N/A	4,000	N/A	N/A
Miscellaneous	311	N/A	201	N/A	0	603	N/A	6,000	N/A	N/A	6,000	N/A	N/A
Surplus Property Sales	5,845	N/A	6,718	N/A	0	11,606	N/A	0	N/A	N/A	0	N/A	N/A
Proceeds from Sale of Assets	176,758	N/A	0	N/A	0	0	N/A	0	N/A	N/A	0	N/A	N/A
Interest	23,834	172%	17,123	100%	16,000	20,453	100%	16,000	0.0%	\$ -	16,000	0.0%	\$ -
Total Miscellaneous	\$ 286,184	N/A	\$ 51,979	100%	\$ 40,000	\$ 55,288	100%	\$ 92,322	130.8%	\$ 52,322	\$ 93,276	133.2%	\$ 53,276
Total Local Revenues	\$ 4,487,198	43%	\$ 4,079,552	93%	\$ 4,364,000	\$ 4,148,972	95%	\$ 4,760,322	9.1%	\$ 396,322	\$ 4,916,276	12.7%	\$ 552,276
Intergovernmental Revenues													
Urban Revenue Sharing	1,309,108	-1%	1,364,734	100%	1,400,000	1,159,944	83%	1,379,580	-1.5%	\$ (20,420)	1,380,000	-1.4%	\$ (20,000)
State Sales Tax	1,027,544	3%	1,021,664	97%	1,060,000	862,294	81%	1,115,000	5.2%	\$ 55,000	1,115,000	5.2%	\$ 55,000
Vehicle License Tax	683,693	8%	713,474	100%	725,000	629,596	87%	780,000	7.6%	\$ 55,000	783,000	8.0%	\$ 58,000
Total Intergovernmental Revenues	\$ 3,020,345	3%	\$ 3,099,872	100%	\$ 3,185,000	\$ 2,651,834	83%	\$ 3,274,580	2.8%	\$ 89,580	\$ 3,278,000	2.9%	\$ 93,000
Total General Purpose Revenues	\$ 7,507,543	23%	\$ 7,179,424	96%	\$ 7,549,000	\$ 6,800,806	90%	\$ 8,034,902	6.4%	\$ 485,902	\$ 8,194,276	8.5%	\$ 645,276

GENERAL GOVERNMENT SUMMARY



Departments

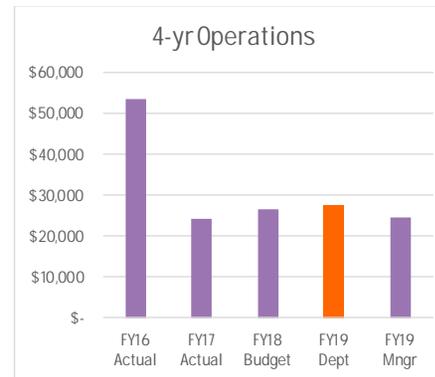
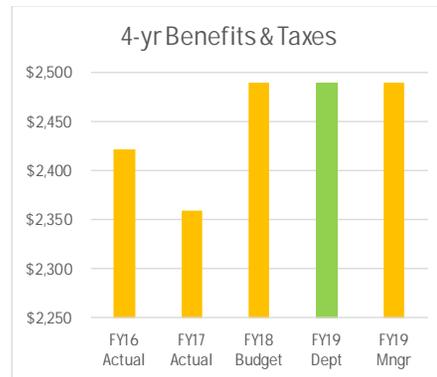
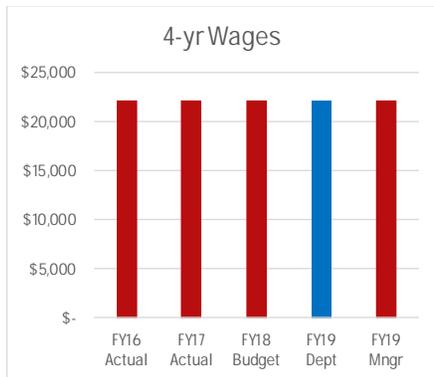
Manager ◆ Clerk ◆ Council ◆ Finance ◆ HR ◆ IT
 Risk Management ◆ Economic Development ◆ Non Departmental

	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUEST	2018-19 MANAGER RECMN'D
Expenditures						
Wages & Related	\$ 764,744	\$ 881,700	\$ 978,415	\$ 772,497	\$ 1,348,165	\$ 1,038,720
Operating Expenditures	\$ 878,658	\$ 946,835	\$ 1,016,005	\$ 853,642	\$ 1,076,255	\$ 1,060,605
Equipment/Capital Expenditures	\$ -	\$ -	\$ 4,000	\$ 8,754	\$ -	\$ -
Total Expenditures	\$ 1,643,402	\$ 1,828,535	\$ 1,998,420	\$ 1,634,893	\$ 2,424,420	\$ 2,099,325
Revenues						
Total Revenues	\$ 27,855	\$ 27,895	\$ 21,750	\$ 32,743	\$ 27,765	\$ 27,765
Operating Transfers						
Total Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Cost to General Fund	\$ 1,615,547	\$ 1,800,640	\$ 1,976,670	\$ 1,602,150	\$ 2,396,655	\$ 2,071,560

MAYOR & COUNCIL

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ 22,200	\$ 22,200	\$ 22,200	\$ 18,500	83%	\$ 22,200	0%	\$ -	\$ 22,200	0%	\$ -
Taxes & Benefits	\$ 2,422	\$ 2,359	\$ 2,490	\$ 1,782	72%	\$ 2,490	0%	\$ -	\$ 2,490	0%	\$ -
Operations	\$ 53,607	\$ 24,233	\$ 26,500	\$ 9,337	35%	\$ 27,500	4%	\$ 1,000	\$ 24,500	-8%	\$ (2,000)
Capital	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 78,229	\$ 48,792	\$ 51,190	\$ 29,619	58%	\$ 52,190	2%	\$ 1,000	\$ 49,190	N/A	\$ (2,000)
Revenues	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Total Department Cost	78,229	48,792	51,190	29,619	58%	52,190	2%	\$ 1,000	49,190	N/A	\$ (2,000)



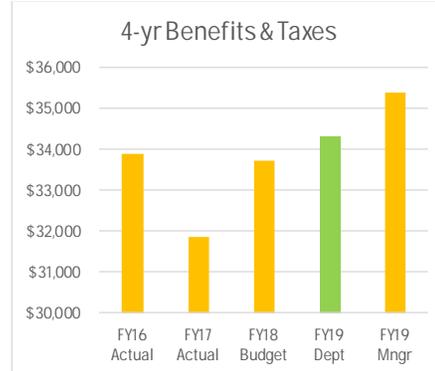
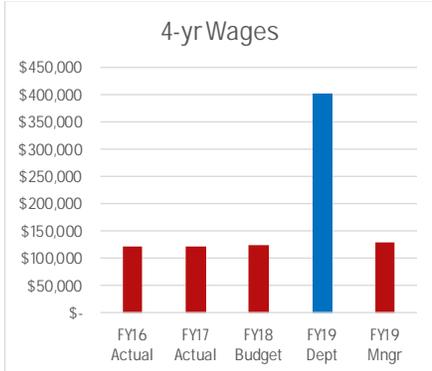
Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
Council Members	7	7	7	7	7	7

TOWN MANAGER

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ 120,877	\$ 121,744	\$ 124,310	\$ 100,397	81%	\$ 401,310	223%	\$ 277,000	\$ 129,610	4%	\$ 5,300
Taxes & Benefits	\$ 33,875	\$ 31,863	\$ 33,705	\$ 28,012	83%	\$ 34,325	2%	\$ 620	\$ 35,370	5%	\$ 1,665
Operations	\$ 13,643	\$ 12,052	\$ 15,250	\$ 11,771	77%	\$ 14,700	-4%	\$ (550)	\$ 14,550	-5%	\$ (700)
Capital	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 168,395	\$ 165,659	\$ 173,265	\$ 140,180	81%	\$ 450,335	160%	\$ 277,070	\$ 179,530	4%	\$ 6,265
Revenues	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Total Department Cost	168,395	165,659	173,265	140,180	81%	450,335	160%	\$ 277,070	179,530	4%	\$ 6,265



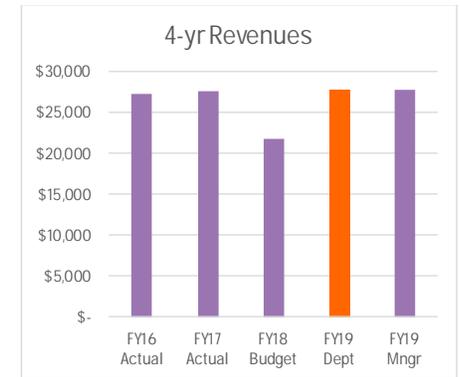
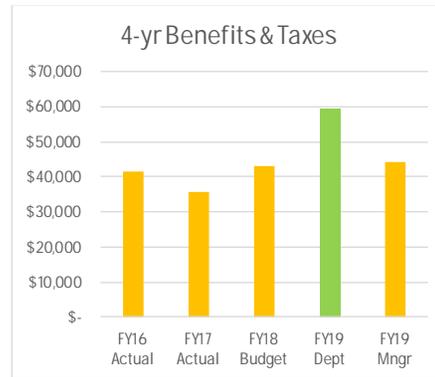
Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	1.0	1.0	1.0	1.0	1.0	1.0
FT Positions	2.0	1.0	1.0	1.0	1.0	1.0
PT Positions	0.0	0.0	0.0	0.0	0.0	0.0
Seasonal	0.0	0.0	0.0	0.0	0.0	0.0

TOWN CLERK

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ 102,926	\$ 91,629	\$ 122,955	\$ 101,962	83%	\$ 156,105	27%	\$ 33,150	\$ 128,590	5%	\$ 5,635
Taxes & Benefits	\$ 41,303	\$ 35,672	\$ 42,960	\$ 34,772	81%	\$ 59,330	38%	\$ 16,370	\$ 44,135	3%	\$ 1,175
Operations	\$ 35,331	\$ 30,108	\$ 15,600	\$ 9,631	62%	\$ 50,400	223%	\$ 34,800	\$ 49,200	215%	\$ 33,600
Capital	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 179,560	\$ 157,409	\$ 181,515	\$ 146,365	81%	\$ 265,835	46%	\$ 84,320	\$ 221,925	22%	\$ 40,410
Revenues	\$ 27,201	\$ 27,563	\$ 21,750	\$ 23,841	110%	\$ 27,765	28%	\$ 6,015	\$ 27,765	28%	\$ 6,015
Total Department Cost	152,359	129,846	159,765	122,524	77%	238,070	49%	\$ 78,305	194,160	22%	\$ 34,395



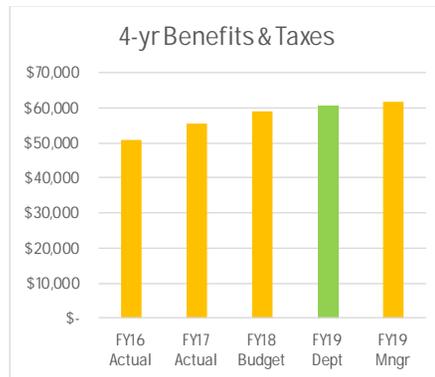
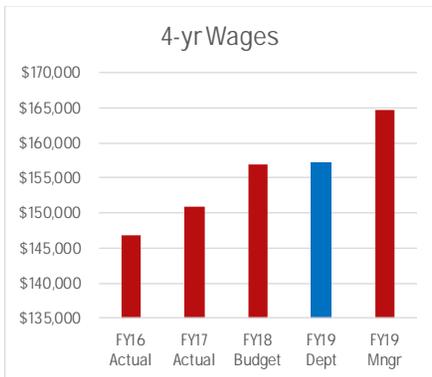
Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	2.4	1.5	2.0	2.0	3.0	2.0
FT Positions	3.0	2.0	2.0	2.0	3.0	2.0
PT Positions	0.0	0.0	0.0	0.0	0.0	0.0
Seasonal	0.0	0.0	0.0	0.0	0.0	0.0

FINANCE

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ 146,868	\$ 150,961	\$ 156,970	\$ 126,781	81%	\$ 157,040	0%	\$ 70	\$ 164,625	5%	\$ 7,655
Taxes & Benefits	\$ 50,907	\$ 55,451	\$ 59,105	\$ 48,243	82%	\$ 60,325	2%	\$ 1,220	\$ 61,820	5%	\$ 2,715
Operations	\$ 89,521	\$ 92,059	\$ 100,820	\$ 89,062	88%	\$ 98,400	-2%	\$ (2,420)	\$ 98,400	-2%	\$ (2,420)
Capital	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 287,296	\$ 298,471	\$ 316,895	\$ 264,086	83%	\$ 315,765	0%	\$ (1,130)	\$ 324,845	3%	\$ 7,950
Revenues	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Total Department Cost	287,296	298,471	316,895	264,086	83%	315,765	0%	\$ (1,130)	324,845	3%	\$ 7,950



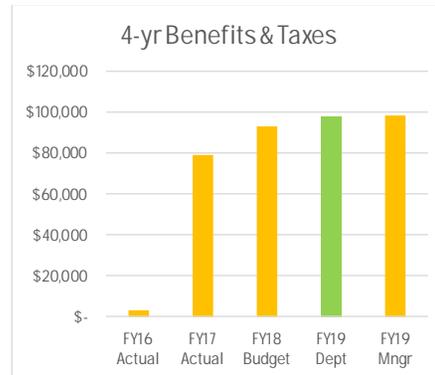
Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	3.0	3.0	3.0	3.0	3.0	3.0
FT Positions	3	3	3	3	3	3
PT Positions	0	0	0	0	0	0
Seasonal	0	0	0	0	0	0

HUMAN RESOURCES

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ 7,386	\$ 19,483	\$ 42,810	\$ 30,656	72%	\$ 39,855	-7%	\$ (2,955)	\$ 45,000	5%	\$ 2,190
Taxes & Benefits	\$ 3,210	\$ 78,816	\$ 92,855	\$ 50,366	54%	\$ 97,645	5%	\$ 4,790	\$ 98,655	6%	\$ 5,800
Operations	\$ 22,152	\$ 15,388	\$ 21,400	\$ 13,504	63%	\$ 23,900	12%	\$ 2,500	\$ 21,600	1%	\$ 200
Capital	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 32,748	\$ 113,687	\$ 157,065	\$ 94,526	60%	\$ 161,400	3%	\$ 4,335	\$ 165,255	5%	\$ 8,190
Revenues	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Total Department Cost	32,748	113,687	157,065	94,526	60%	161,400	3%	\$ 4,335	165,255	5%	\$ 8,190



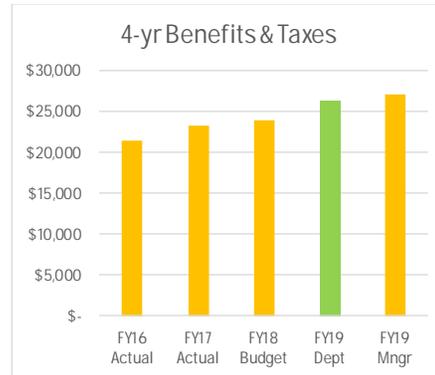
Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	0.2	0.5	1.0	1.0	1.0	1.0
FT Positions	1	1	1	1	1	1
PT Positions	0	0	0	0	0	0
Seasonal	0	0	0	0	0	0

RISK MANAGEMENT

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ 64,177	\$ 68,570	\$ 69,090	\$ 56,935	82%	\$ 73,140	6%	\$ 4,050	\$ 77,190	12%	\$ 8,100
Taxes & Benefits	\$ 21,368	\$ 23,305	\$ 24,000	\$ 19,622	82%	\$ 26,325	10%	\$ 2,325	\$ 27,130	13%	\$ 3,130
Operations	\$ 199,608	\$ 245,237	\$ 260,800	\$ 216,956	83%	\$ 256,200	-2%	\$ (4,600)	\$ 256,200	-2%	\$ (4,600)
Capital	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 285,153	\$ 337,112	\$ 353,890	\$ 293,513	83%	\$ 355,665	1%	\$ 1,775	\$ 360,520	2%	\$ 6,630
Revenues	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Total Department Cost	285,153	337,112	353,890	293,513	83%	355,665	1%	\$ 1,775	360,520	2%	\$ 6,630



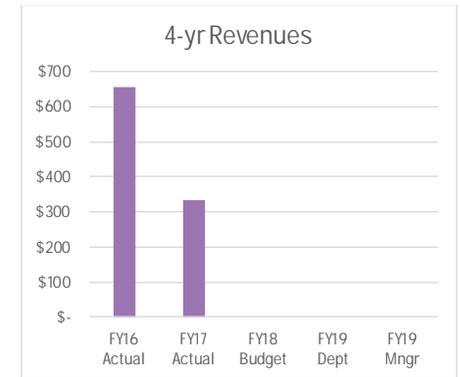
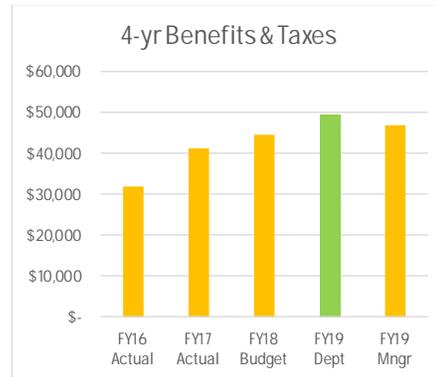
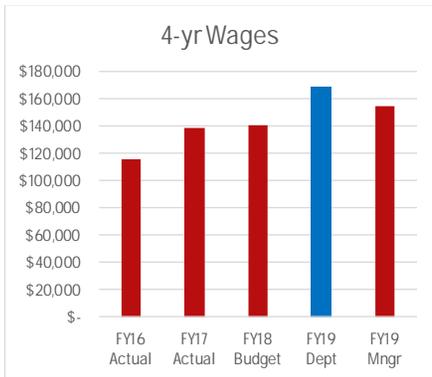
Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngtr
FTE's	1.0	1.1	1.1	1.1	1.2	1.2
FT Positions	1	2	2	2	2	2
PT Positions	0	0	0	0	0	0
Seasonal	0	0	0	0	0	0

ECONOMIC DEVELOPMENT

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ 115,181	\$ 138,537	\$ 140,515	\$ 118,433	84%	\$ 168,695	20%	\$ 28,180	\$ 154,975	10%	\$ 14,460
Taxes & Benefits	\$ 32,044	\$ 41,110	\$ 44,450	\$ 36,036	81%	\$ 49,380	11%	\$ 4,930	\$ 46,930	6%	\$ 2,480
Operations	\$ 41,858	\$ 69,641	\$ 85,200	\$ 81,553	96%	\$ 92,500	9%	\$ 7,300	\$ 88,500	4%	\$ 3,300
Capital	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 189,083	\$ 249,288	\$ 270,165	\$ 236,022	87%	\$ 310,575	15%	\$ 40,410	\$ 290,405	7%	\$ 20,240
Revenues	\$ 654	\$ 332	\$ -	\$ 8,902	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Total Department Cost	188,429	248,956	270,165	227,120	84%	310,575	15%	\$ 40,410	290,405	7%	\$ 20,240



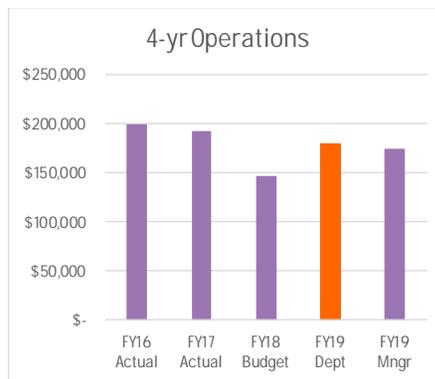
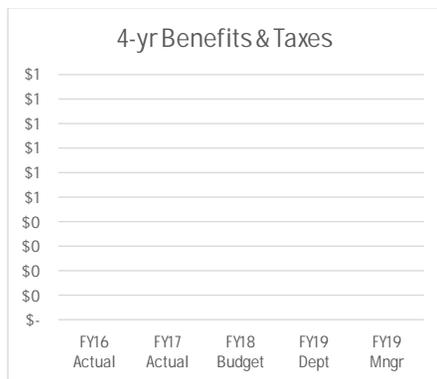
Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	2.6	2.8	2.8	3.2	3.2	3.2
FT Positions	2	2	2	2	2	2
PT Positions	2	3	3	4	4	4
Seasonal	0	0	0	0	0	0

INFORMATION TECHNOLOGY

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Taxes & Benefits	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Operations	\$ 199,397	\$ 192,413	\$ 147,000	\$ 170,733	116%	\$ 179,500	22%	\$ 32,500	\$ 174,500	19%	\$ 27,500
Capital	\$ -	\$ -	\$ 4,000	\$ 8,754	N/A	\$ -	N/A	\$ (4,000)	\$ -	N/A	\$ (4,000)
Net Expenses	\$ 199,397	\$ 192,413	\$ 151,000	\$ 179,487	119%	\$ 179,500	19%	\$ 28,500	\$ 174,500	16%	\$ 23,500
Revenues	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Total Department Cost	199,397	192,413	151,000	179,487	119%	179,500	19%	\$ 28,500	174,500	16%	\$ 23,500



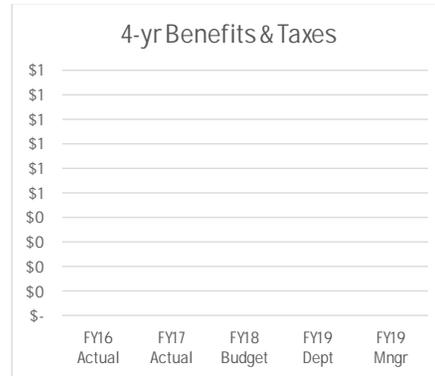
Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	Outsourced	Outsourced	Outsourced	Outsourced	Outsourced	Outsourced
FT Positions						
PT Positions						
Seasonal						

NON-DEPARTMENTAL

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Taxes & Benefits	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Operations	\$ 223,541	\$ 265,704	\$ 343,435	\$ 251,095	73%	\$ 333,155	-3%	\$ (10,280)	\$ 333,155	-3%	\$ (10,280)
Capital	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 223,541	\$ 265,704	\$ 343,435	\$ 251,095	73%	\$ 333,155	-3%	\$ (10,280)	\$ 333,155	-3%	\$ (10,280)
Revenues	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Total Department Cost	223,541	265,704	343,435	251,095	73%	333,155	-3%	\$ (10,280)	333,155	-3%	\$ (10,280)



MAGISTRATE COURT SUMMARY



Departments

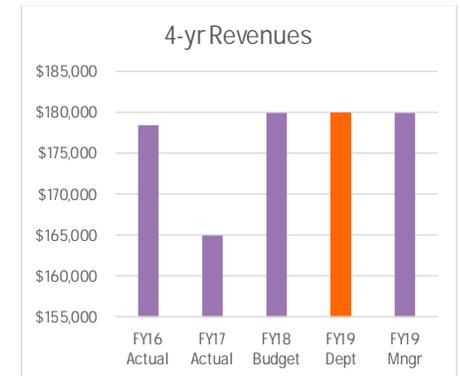
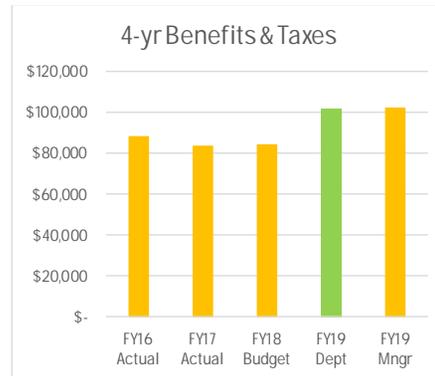
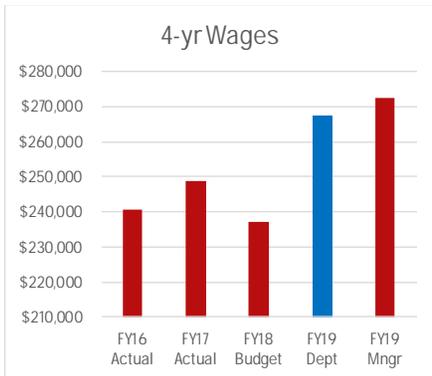
◆ Magistrate Court ◆

	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUEST	2018-19 MANAGER RECMN'D
Expenditures						
Wages & Related	\$ 329,090	\$ 332,947	\$ 321,460	\$ 257,884	\$ 368,795	\$ 374,880
Operating Expenditures	\$ 28,930	\$ 27,476	\$ 36,880	\$ 25,682	\$ 45,210	\$ 45,210
Equipment/Capital Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 358,020	\$ 360,423	\$ 358,340	\$ 283,566	\$ 414,005	\$ 420,090
Revenues						
Total Revenues	\$ 178,508	\$ 164,977	\$ 180,000	\$ 77,639	\$ 180,000	\$ 180,000
Net Cost to General Fund	\$ 179,512	\$ 195,446	\$ 178,340	\$ 205,927	\$ 234,005	\$ 240,090

MUNICIPAL COURT

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ 240,546	\$ 248,959	\$ 237,325	\$ 189,970	N/A	\$ 267,290	13%	\$ 29,965	\$ 272,375	15%	\$ 35,050
Taxes & Benefits	\$ 88,544	\$ 83,988	\$ 84,135	\$ 67,914	N/A	\$ 101,505	21%	\$ 17,370	\$ 102,505	22%	\$ 18,370
Operations	\$ 28,930	\$ 27,476	\$ 36,880	\$ 25,682	70%	\$ 45,210	23%	\$ 8,330	\$ 45,210	23%	\$ 8,330
Capital	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 358,020	\$ 360,423	\$ 358,340	\$ 283,566	79%	\$ 414,005	16%	\$ 55,665	\$ 420,090	17%	\$ 61,750
Revenues	\$ 178,508	\$ 164,977	\$ 180,000	\$ 77,639	N/A	\$ 180,000	0%	\$ -	\$ 180,000	0%	\$ -
Total Department Cost	179,512	195,446	178,340	205,927	115%	234,005	31%	\$ 55,665	240,090	35%	\$ 61,750



Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	5.7	4.7	4.7	4.7	5.7	5.7
FT Positions	5	4	4	4	5	5
PT Positions	1	1	1	1	1	1
Seasonal	0	0	0	0	0	0

PUBLIC WORKS SUMMARY



Departments

Engineering



Stormwater



Maintenance

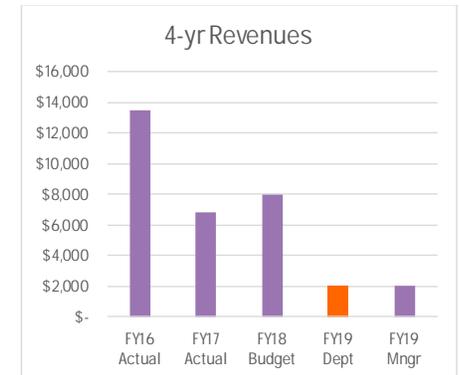
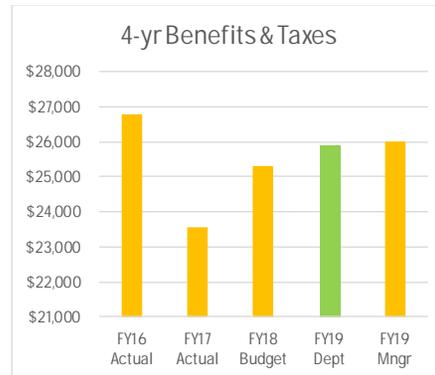
	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUEST	2018-19 MANAGER RECMN'D
Expenditures						
Wages & Related	\$ 639,216	\$ 649,285	\$ 685,400	\$ 559,384	\$ 719,360	\$ 729,025
Operating Expenditures	\$ 162,157	\$ 212,608	\$ 231,076	\$ 156,419	\$ 234,245	\$ 211,745
Equipment/Capital Expenditures	\$ 43,550	\$ 82,724	\$ -	\$ 1,014	\$ -	\$ -
Total Expenditures	\$ 844,923	\$ 944,617	\$ 916,476	\$ 716,817	\$ 953,605	\$ 940,770
Revenues						
Total Revenues	\$ 13,505	\$ 6,810	\$ 8,000	\$ 1,280	\$ 2,000	\$ 2,000
Operating Transfers						
Total Transfers	\$ (6,794)	\$ -	\$ -	\$ -	\$ -	\$ -
Net Cost to General Fund	\$ 824,624	\$ 937,807	\$ 908,476	\$ 715,537	\$ 951,605	\$ 938,770

ENGINEERING

PUBLIC WORKS

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	% Chng	\$ Chng	2018-19	% Chng	\$ Chng
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST			MANAGER RECMN'D		
Wages	\$ 79,858	\$ 71,647	\$ 76,030	\$ 63,704	84%	\$ 76,520	1%	\$ 490	\$ 77,040	1%	\$ 1,010
Taxes & Benefits	\$ 26,775	\$ 23,569	\$ 25,315	\$ 20,711	82%	\$ 25,885	2%	\$ 570	\$ 26,015	3%	\$ 700
Operations	\$ 11,700	\$ 17,085	\$ 9,870	\$ 4,829	49%	\$ 9,330	-5%	\$ (540)	\$ 9,330	-5%	\$ (540)
Capital	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 118,333	\$ 112,301	\$ 111,215	\$ 89,244	80%	\$ 111,735	0%	\$ 520	\$ 112,385	1%	\$ 1,170
Revenues	\$ 13,505	\$ 6,810	\$ 8,000	\$ 1,280	N/A	\$ 2,000	-75%	\$ (6,000)	\$ 2,000	-75%	\$ (6,000)
Total Department Cost	104,828	105,491	103,215	87,964	85%	109,735	6%	\$ 6,520	110,385	7%	\$ 7,170



Staffing

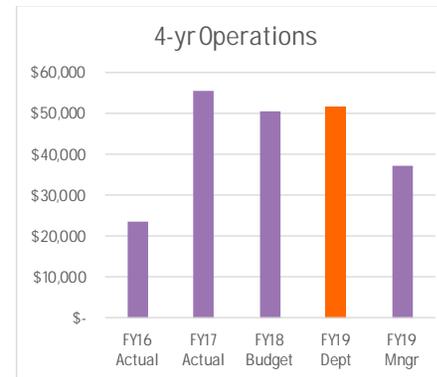
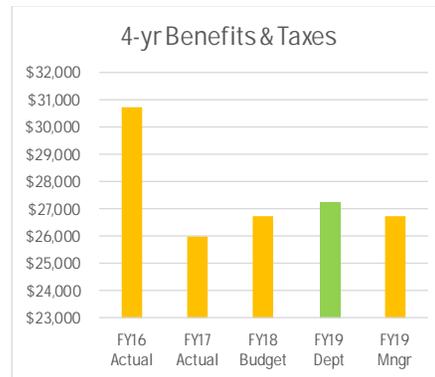
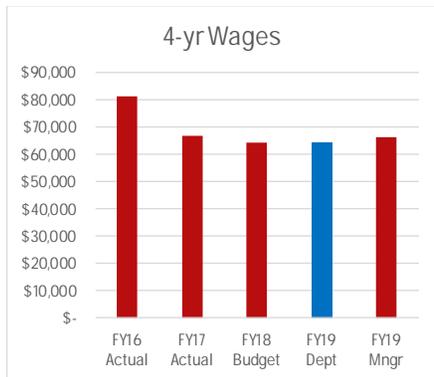
	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	1.3	1.3	1.0	1.3	1.3	1.3
FT Positions	4	3	3	3	3	3
PT Positions	0	0	0	0	0	0
Seasonal	0	0	0	0	0	0

STORMWATER

PUBLIC WORKS

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ 81,346	\$ 66,611	\$ 64,125	\$ 52,854	82%	\$ 64,260	0%	\$ 135	\$ 66,065	3%	\$ 1,940
Taxes & Benefits	\$ 30,718	\$ 25,997	\$ 26,730	\$ 20,277	76%	\$ 27,240	2%	\$ 510	\$ 26,750	0%	\$ 20
Operations	\$ 23,665	\$ 55,638	\$ 50,511	\$ 30,247	60%	\$ 51,550	2%	\$ 1,039	\$ 37,050	-27%	\$ (13,461)
Capital	\$ 24,434	\$ 69,912	\$ -	\$ 1,014	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 160,163	\$ 218,158	\$ 141,366	\$ 104,392	74%	\$ 143,050	1%	\$ 1,684	\$ 129,865	-8%	\$ (11,501)
Revenues	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Total Department Cost	160,163	218,158	141,366	104,392	74%	143,050	1%	\$ 1,684	129,865	-8%	\$ (11,501)



Staffing

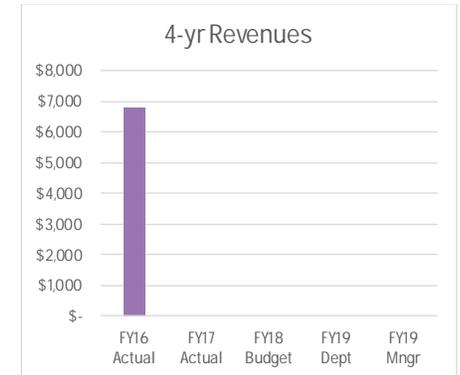
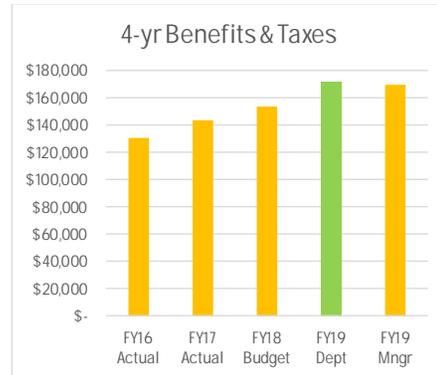
	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	1.6	1.3	1.2	1.2	1.2	1.2
FT Positions	10	10	9	9	9	9
PT Positions	0	0	0	0	0	0
Seasonal	0	0	0	0	0	0

MAINTENANCE

PUBLIC WORKS

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ 289,579	\$ 317,772	\$ 339,420	\$ 275,407	81%	\$ 354,140	4%	\$ 14,720	\$ 363,910	7%	\$ 24,490
Taxes & Benefits	\$ 130,940	\$ 143,689	\$ 153,780	\$ 126,431	82%	\$ 171,315	11%	\$ 17,535	\$ 169,245	10%	\$ 15,465
Operations	\$ 126,792	\$ 139,885	\$ 170,695	\$ 121,343	71%	\$ 173,365	2%	\$ 2,670	\$ 165,365	-3%	\$ (5,330)
Capital	\$ 19,116	\$ 12,812	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 566,427	\$ 614,158	\$ 663,895	\$ 523,181	79%	\$ 698,820	5%	\$ 34,925	\$ 698,520	5%	\$ 34,625
Revenues	\$ 6,794	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Total Department Cost	559,633	614,158	663,895	523,181	79%	698,820	5%	\$ 34,925	698,520	5%	\$ 34,625



Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	8.0	8.1	9.1	9.1	10.1	10.1
FT Positions	12	11	11	11	12	12
PT Positions	0	1	1	1	0	0
Seasonal	1	0	1	1	1	1

COMMUNITY DEVELOPMENT SUMMARY



Departments

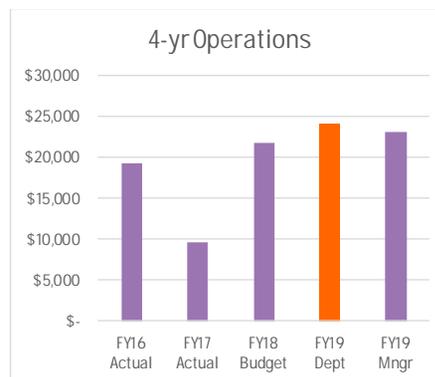
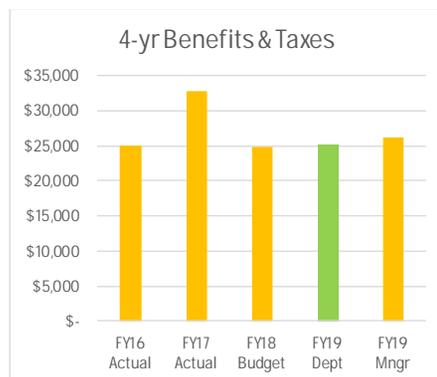
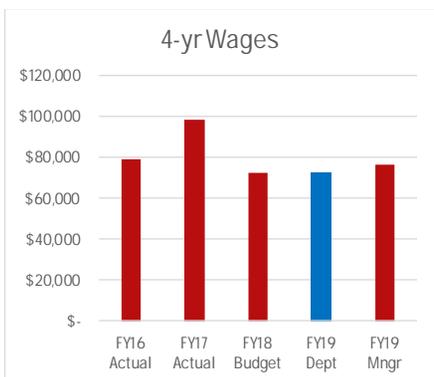
Community Development ♦ Building ♦ Planning & Zoning ♦ Code Enforcement

	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUEST	2018-19 MANAGER RECMN'D
Expenditures						
Wages & Related	\$ 375,360	\$ 456,657	\$ 469,385	\$ 348,873	\$ 451,345	\$ 464,525
Operating Expenditures	\$ 39,686	\$ 41,003	\$ 60,800	\$ 37,415	\$ 73,710	\$ 70,460
Equipment/Capital Expenditures	\$ 2,456	\$ 2,345	\$ 2,680	\$ 1,554	\$ 2,760	\$ 2,760
Total Expenditures	\$ 417,502	\$ 500,005	\$ 532,865	\$ 387,842	\$ 527,815	\$ 537,745
Revenues						
Total Revenues	\$ 226,745	\$ 207,024	\$ 270,000	\$ 176,201	\$ 270,000	\$ 270,000
Net Cost to General Fund	\$ 190,757	\$ 292,981	\$ 262,865	\$ 211,641	\$ 257,815	\$ 267,745

COMMUNITY DEVELOPMENT

Budget

EXPENSE TYPE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	% of Bud	2018-19 DEPT REQUEST	% Chng	\$ Chng	2018-19 MANAGER RECMN'D	% Chng	\$ Chng
Wages	\$ 78,751	\$ 98,649	\$ 72,350	\$ 58,430	81%	\$ 72,345	0%	\$ (5)	\$ 76,445	6%	\$ 4,095
Taxes & Benefits	\$ 24,983	\$ 32,709	\$ 24,750	\$ 19,769	80%	\$ 25,215	2%	\$ 465	\$ 26,090	5%	\$ 1,340
Operations	\$ 19,287	\$ 9,652	\$ 21,800	\$ 19,790	91%	\$ 24,060	10%	\$ 2,260	\$ 23,060	6%	\$ 1,260
Capital	\$ 2,456	\$ 2,345	\$ 2,680	\$ 1,554	N/A	\$ 2,760	3%	\$ 80	\$ 2,760	3%	\$ 80
Net Expenses	\$ 125,477	\$ 143,355	\$ 121,580	\$ 99,543	82%	\$ 124,380	2%	\$ 2,800	\$ 128,355	6%	\$ 6,775
Revenues	\$ 30	\$ 21	\$ -	\$ 17	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Total Department Cost	125,447	143,334	121,580	99,526	82%	124,380	2%	\$ 2,800	128,355	6%	\$ 6,775



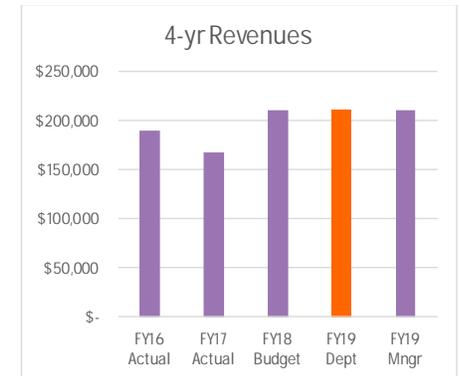
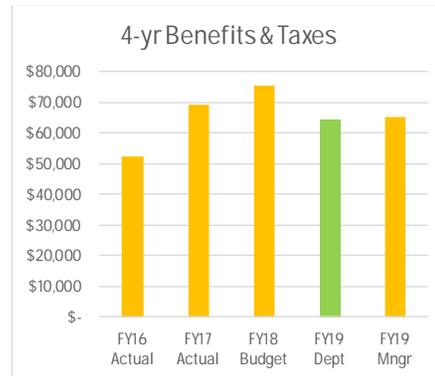
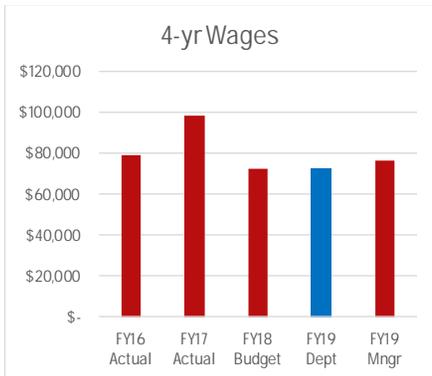
Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	1.0	1.0	1.0	1.0	1.0	1.0
FT Positions	1	1	1	1	1	1
PT Positions	0	0	0	0	0	0
Seasonal	0	0	0	0	0	0

BUILDING

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ 132,096	\$ 164,881	\$ 174,415	\$ 130,526	75%	\$ 166,575	-4%	\$ (7,840)	\$ 171,685	-2%	\$ (2,730)
Taxes & Benefits	\$ 52,371	\$ 69,212	\$ 75,225	\$ 54,455	72%	\$ 64,285	-15%	\$ (10,940)	\$ 65,350	-13%	\$ (9,875)
Operations	\$ 10,155	\$ 10,337	\$ 15,400	\$ 6,343	41%	\$ 19,700	28%	\$ 4,300	\$ 17,450	13%	\$ 2,050
Capital	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 194,622	\$ 244,430	\$ 265,040	\$ 191,324	72%	\$ 250,560	-5%	\$ (14,480)	\$ 254,485	-4%	\$ (10,555)
Revenues	\$ 189,632	\$ 166,844	\$ 210,000	\$ 138,898	66%	\$ 210,000	0%	\$ -	\$ 210,000	0%	\$ -
Total Department Cost	4,990	77,586	55,040	52,426	95%	40,560	-26%	\$ (14,480)	44,485	N/A	\$ (10,555)



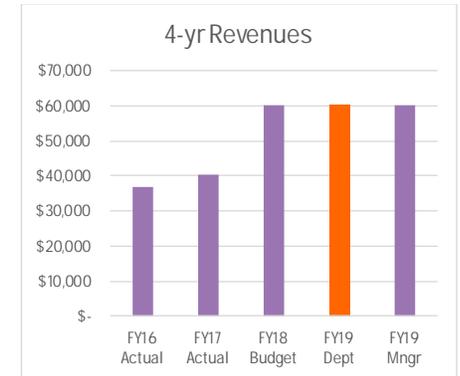
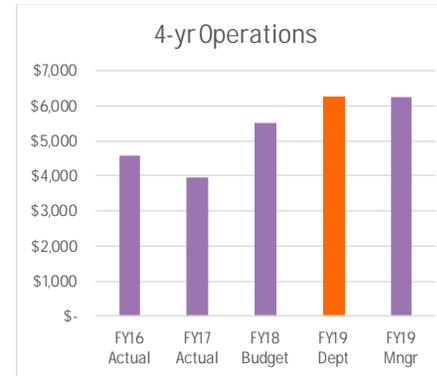
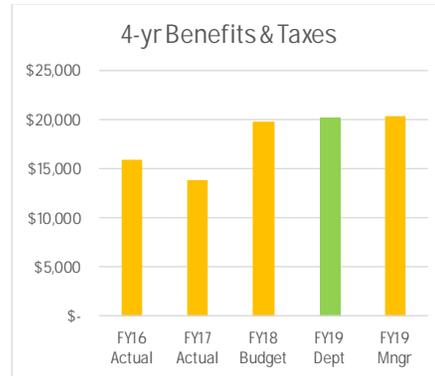
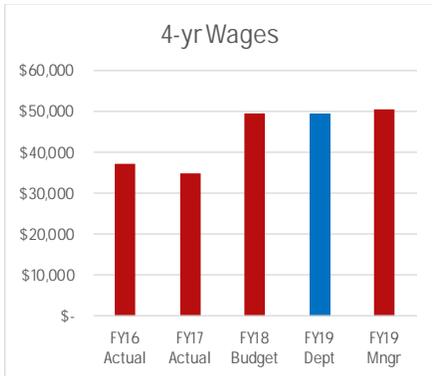
Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	3.0	5.0	4.3	3.9	3.8	3.8
FT Positions	3	5	5	4	4	4
PT Positions	0	0	0	0	0	0
Seasonal	0	0	0	0	0	0

PLANNING & ZONING

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ 37,181	\$ 34,854	\$ 49,580	\$ 40,051	81%	\$ 49,590	0%	\$ 10	\$ 50,580	2%	\$ 1,000
Taxes & Benefits	\$ 15,908	\$ 13,835	\$ 19,795	\$ 16,003	81%	\$ 20,190	2%	\$ 395	\$ 20,390	3%	\$ 595
Operations	\$ 4,557	\$ 3,957	\$ 5,500	\$ 2,133	39%	\$ 6,250	14%	\$ 750	\$ 6,250	14%	\$ 750
Capital	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 57,646	\$ 52,646	\$ 74,875	\$ 58,187	78%	\$ 76,030	2%	\$ 1,155	\$ 77,220	3%	\$ 2,345
Revenues	\$ 36,759	\$ 40,159	\$ 60,000	\$ 37,286	62%	\$ 60,000	0%	\$ -	\$ 60,000	0%	\$ -
Total Department Cost	20,887	12,487	14,875	20,901	141%	16,030	8%	\$ 1,155	17,220	16%	\$ 2,345



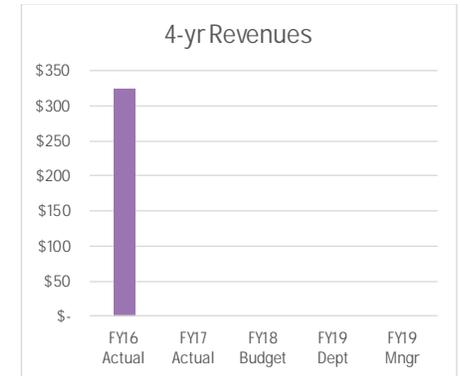
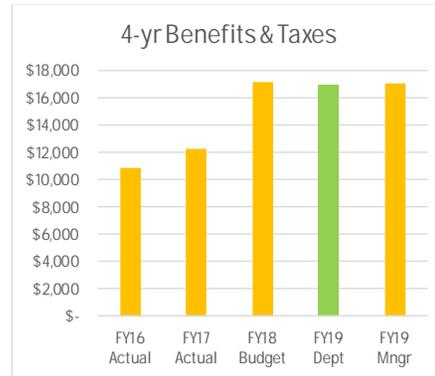
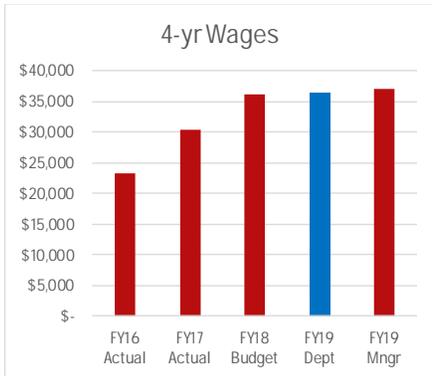
Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	1.0	1.0	1.0	1.0	1.0	1.0
FT Positions	1	1	1	1	1	1
PT Positions	0	0	0	0	0	0
Seasonal	0	0	0	0	0	0

CODE ENFORCEMENT

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ 23,253	\$ 30,252	\$ 36,135	\$ 19,864	55%	\$ 36,225	0%	\$ 90	\$ 36,925	2%	\$ 790
Taxes & Benefits	\$ 10,817	\$ 12,265	\$ 17,135	\$ 9,775	57%	\$ 16,920	-1%	\$ (215)	\$ 17,060	0%	\$ (75)
Operations	\$ 5,687	\$ 17,057	\$ 18,100	\$ 9,149	51%	\$ 23,700	31%	\$ 5,600	\$ 23,700	31%	\$ 5,600
Capital	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 39,757	\$ 59,574	\$ 71,370	\$ 38,788	54%	\$ 76,845	8%	\$ 5,475	\$ 77,685	9%	\$ 6,315
Revenues	\$ 324	\$ -	\$ -	\$ -	####	\$ -	####	\$ -	\$ -	####	\$ -
Total Department Cost	39,433	59,574	71,370	38,788	54%	76,845	8%	\$ 5,475	77,685	9%	\$ 6,315



Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	1.0	0.5	1.0	0.3	1.0	1.0
FT Positions	2	1	2	1	1	1
PT Positions	0	0	0	0	0	0
Seasonal	0	0	0	0	0	0



MARSHAL'S OFFICE SUMMARY



Departments

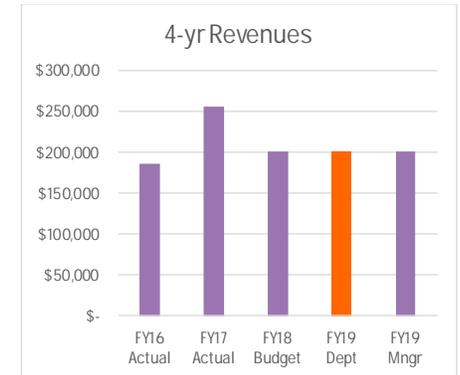
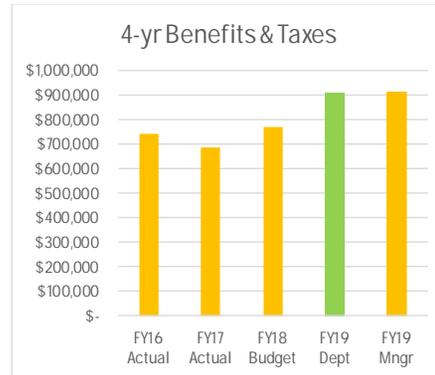
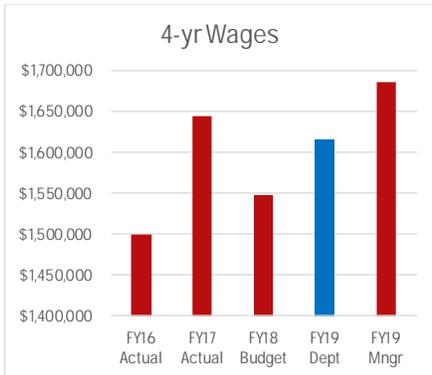
Marshal's Office ◆ Animal Control

	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQ'D	2018-19 MANAGER REC'D
Expenditures						
Wages & Related	\$ 2,279,436	\$ 2,373,962	\$ 2,377,590	\$ 1,898,288	\$ 2,575,650	\$ 2,651,450
Operating Expenditures	\$ 233,077	\$ 278,904	\$ 243,890	\$ 230,380	\$ 255,545	\$ 254,545
Equipment/Capital Expenditures	\$ 15,600	\$ 63,803	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 2,528,113	\$ 2,716,669	\$ 2,621,480	\$ 2,128,668	\$ 2,831,195	\$ 2,905,995
Revenues						
Total Revenues	\$ 195,078	\$ 263,497	\$ 208,600	\$ 165,648	\$ 208,800	\$ 208,800
Net Cost to General Fund	\$ 2,333,035	\$ 2,453,172	\$ 2,412,880	\$ 1,963,020	\$ 2,622,395	\$ 2,697,195

MARSHAL'S OFFICE

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	% Chng	\$ Chng	2018-19	% Chng	\$ Chng
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST			MANAGER RECMN'D		
Wages	\$ 1,500,373	\$ 1,644,580	\$ 1,547,035	\$ 1,228,483	79%	\$ 1,616,090	4%	\$ 69,055	\$ 1,685,550	9%	\$ 138,515
Taxes & Benefits	\$ 743,045	\$ 684,496	\$ 772,200	\$ 654,537	85%	\$ 910,225	18%	\$ 138,025	\$ 914,620	18%	\$ 142,420
Operations	\$ 216,951	\$ 266,954	\$ 227,140	\$ 223,702	98%	\$ 238,890	5%	\$ 11,750	\$ 237,890	5%	\$ 10,750
Capital	\$ 15,600	\$ 57,277	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 2,475,969	\$ 2,653,307	\$ 2,546,375	\$ 2,106,722	83%	\$ 2,765,205	9%	\$ 218,830	\$ 2,838,060	11%	\$ 291,685
Revenues	\$ 186,641	\$ 256,061	\$ 201,600	\$ 159,083	79%	\$ 201,800	0%	\$ 200	\$ 201,800	0%	\$ 200
Total Department Cost	2,289,328	2,397,246	2,344,775	1,947,639	83%	2,563,405	9%	\$ 218,630	2,636,260	12%	\$ 291,485



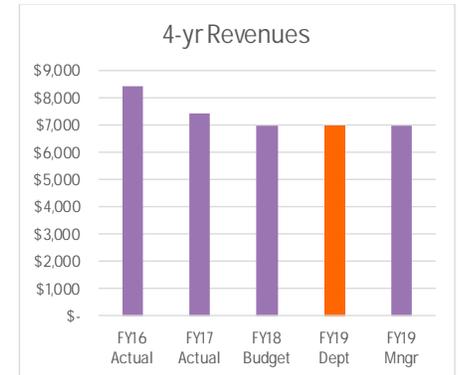
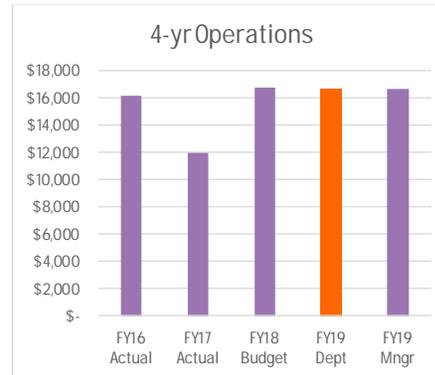
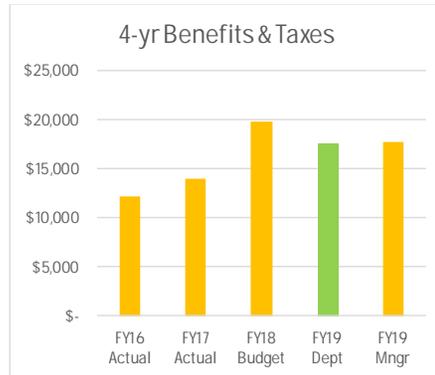
Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	34.1	32.3	31.8	31.6	34.0	34.0
Sworn	21	20	20	20	21	21
Non-sworn	13	11	11	11	13	13
Part-time	2	2	1	1	0	0

ANIMAL CONTROL

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ 23,868	\$ 30,850	\$ 38,535	\$ 9,695	25%	\$ 31,700	-18%	\$ (6,835)	\$ 33,490	-13%	\$ (5,045)
Taxes & Benefits	\$ 12,150	\$ 14,036	\$ 19,820	\$ 5,573	28%	\$ 17,635	-11%	\$ (2,185)	\$ 17,790	-10%	\$ (2,030)
Operations	\$ 16,126	\$ 11,950	\$ 16,750	\$ 6,678	40%	\$ 16,655	-1%	\$ (95)	\$ 16,655	-1%	\$ (95)
Capital	\$ -	\$ 6,526	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 52,144	\$ 63,362	\$ 75,105	\$ 21,946	29%	\$ 65,990	-12%	\$ (9,115)	\$ 67,935	-10%	\$ (7,170)
Revenues	\$ 8,437	\$ 7,436	\$ 7,000	\$ 6,565	94%	\$ 7,000	0%	\$ -	\$ 7,000	0%	\$ -
Total Department Cost	43,707	55,926	68,105	15,381	23%	58,990	-13%	\$ (9,115)	60,935	-11%	\$ (7,170)



Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	1.0	0.5	1.0	0.5	1.0	1.0
FT Positions	2	1	2	1	1	1
PT Positions	0	0	0	0	0	0
Seasonal	0	0	0	0	0	0

COMMUNITY LIBRARY SUMMARY



Departments

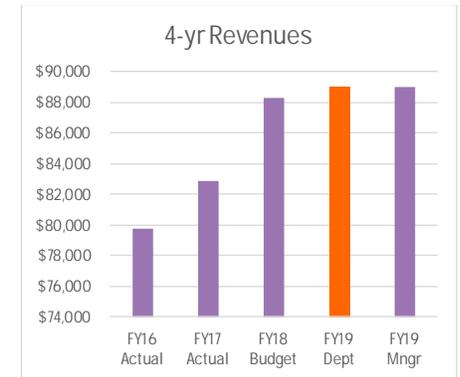
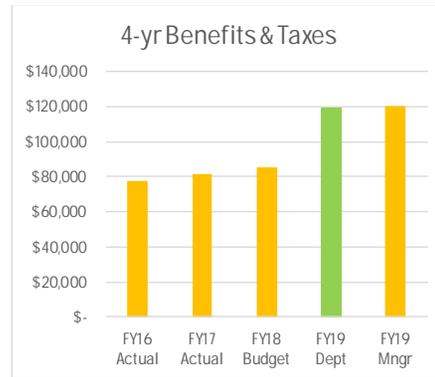
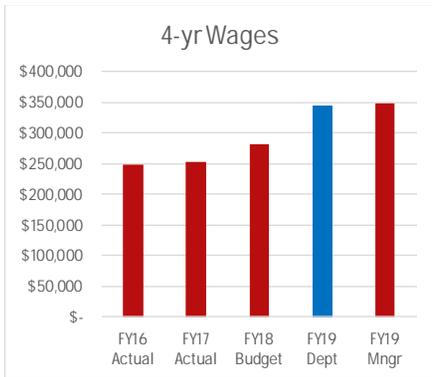
Community Library

	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQ'D	2018-19 MANAGER REC'D
Expenditures						
Wages & Related	\$ 324,494	\$ 333,933	\$ 367,580	\$ 308,120	\$ 462,165	\$ 468,240
Operating Expenditures	\$ 65,686	\$ 79,137	\$ 82,860	\$ 81,598	\$ 91,280	\$ 90,480
Equipment/Capital Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 390,180	\$ 413,070	\$ 450,440	\$ 389,718	\$ 553,445	\$ 558,720
Revenues						
Total Revenues	\$ 79,750	\$ 82,834	\$ 88,300	\$ 46,770	\$ 89,000	\$ 89,000
Net Cost to General Fund	\$ 310,430	\$ 330,236	\$ 362,140	\$ 342,948	\$ 464,445	\$ 469,720

LIBRARY

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ 247,084	\$ 252,745	\$ 282,060	\$ 235,204	83%	\$ 342,600	21%	\$ 60,540	\$ 347,800	23%	\$ 65,740
Taxes & Benefits	\$ 77,410	\$ 81,188	\$ 85,520	\$ 72,916	85%	\$ 119,565	40%	\$ 34,045	\$ 120,440	41%	\$ 34,920
Operations	\$ 65,686	\$ 79,137	\$ 82,860	\$ 81,598	98%	\$ 91,280	10%	\$ 8,420	\$ 90,480	9%	\$ 7,620
Capital	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 390,180	\$ 413,070	\$ 450,440	\$ 389,718	87%	\$ 553,445	23%	\$ 103,005	\$ 558,720	24%	\$ 108,280
Revenues	\$ 79,750	\$ 82,834	\$ 88,300	\$ 46,770	53%	\$ 89,000	1%	\$ 700	\$ 89,000	1%	\$ 700
Total Department Cost	310,430	330,236	362,140	342,948	95%	464,445	28%	\$ 102,305	469,720	30%	\$ 107,580



Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	6.2	6.4	7.5	7.5	8.8	8.8
FT Positions	4	4	4	4	6	6
PT Positions	5	6	6	7	6	6
Seasonal	0	2	2	0	0	0



PARKS & REC SUMMARY



Departments

Administration



Heritage Pool



Programs

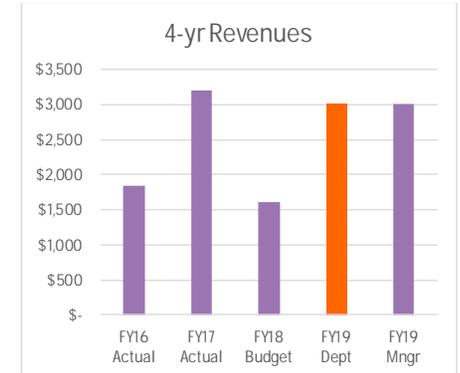
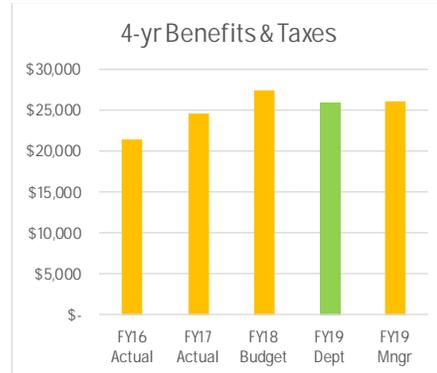
	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQ'D	2018-19 MANAGER REC'D
Expenditures						
Wages & Related	\$ 153,644	\$ 202,360	\$ 232,470	\$ 167,047	\$ 266,545	\$ 270,165
Operating Expenditures	\$ 90,705	\$ 107,921	\$ 116,170	\$ 91,124	\$ 126,585	\$ 126,085
Equipment/Capital Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ 244,349	\$ 310,281	\$ 348,640	\$ 258,171	\$ 393,130	\$ 396,250
Revenues						
Total Revenues	\$ 43,126	\$ 49,750	\$ 59,400	\$ 29,107	\$ 65,000	\$ 65,000
Net Cost to General Fund	\$ 201,223	\$ 260,531	\$ 289,240	\$ 229,064	\$ 328,130	\$ 331,250

PARKS & REC

PUBLIC WORKS

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ 60,122	\$ 64,713	\$ 70,740	\$ 57,123	81%	\$ 65,560	-7%	\$ (5,180)	\$ 66,595	-6%	\$ (4,145)
Taxes & Benefits	\$ 21,380	\$ 24,514	\$ 27,410	\$ 22,454	82%	\$ 25,900	-6%	\$ (1,510)	\$ 26,115	-5%	\$ (1,295)
Operations	\$ 49,114	\$ 45,693	\$ 50,355	\$ 40,712	81%	\$ 54,200	8%	\$ 3,845	\$ 54,200	8%	\$ 3,845
Capital	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 130,616	\$ 134,920	\$ 148,505	\$ 120,289	81%	\$ 145,660	-2%	\$ (2,845)	\$ 146,910	-1%	\$ (1,595)
Revenues	\$ 1,834	\$ 3,196	\$ 1,600	\$ 2,230	139%	\$ 3,000	88%	\$ 1,400	\$ 3,000	88%	\$ 1,400
Total Department Cost	128,782	131,724	146,905	118,059	80%	142,660	-3%	\$ (4,245)	143,910	-2%	\$ (2,995)



Staffing

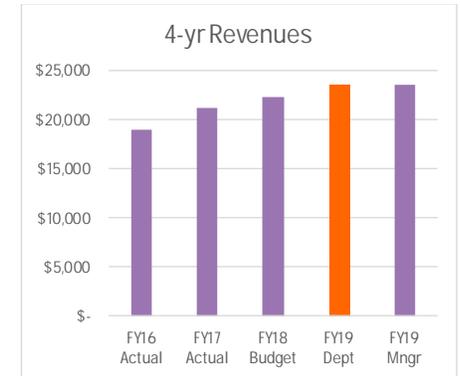
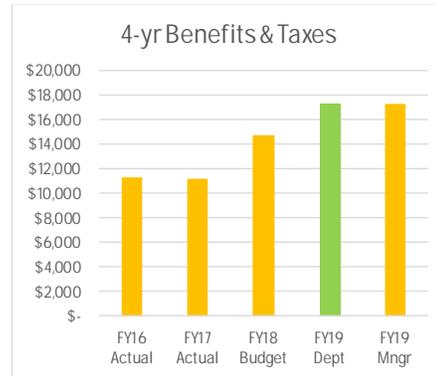
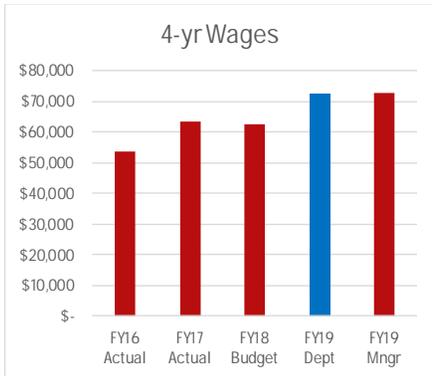
	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	1.8	1.4	1.4	1.3	1.3	1.3
FT Positions	5	5	5	5	5	5
PT Positions	1	0	0	0	0	0
Seasonal	0	0	0	0	0	0

POOL

PUBLIC WORKS

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ 53,727	\$ 63,153	\$ 62,505	\$ 41,509	66%	\$ 72,025	15%	\$ 9,520	\$ 72,480	16%	\$ 9,975
Taxes & Benefits	\$ 11,271	\$ 11,229	\$ 14,765	\$ 9,597	65%	\$ 17,265	17%	\$ 2,500	\$ 17,230	17%	\$ 2,465
Operations	\$ 21,094	\$ 30,111	\$ 26,315	\$ 17,617	67%	\$ 29,485	12%	\$ 3,170	\$ 28,985	10%	\$ 2,670
Capital	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 86,092	\$ 104,493	\$ 103,585	\$ 68,723	66%	\$ 118,775	15%	\$ 15,190	\$ 118,695	15%	\$ 15,110
Revenues	\$ 19,024	\$ 21,248	\$ 22,300	\$ 5,454	24%	\$ 23,500	5%	\$ 1,200	\$ 23,500	5%	\$ 1,200
Total Department Cost	67,068	83,245	81,285	63,269	78%	95,275	17%	\$ 13,990	95,195	17%	\$ 13,910



Staffing

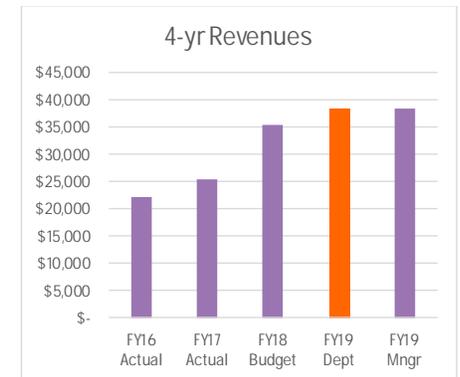
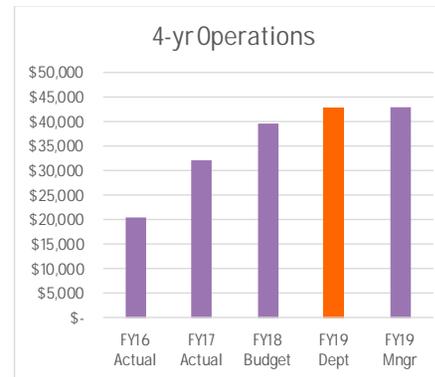
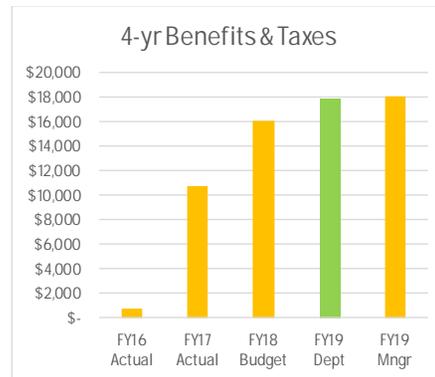
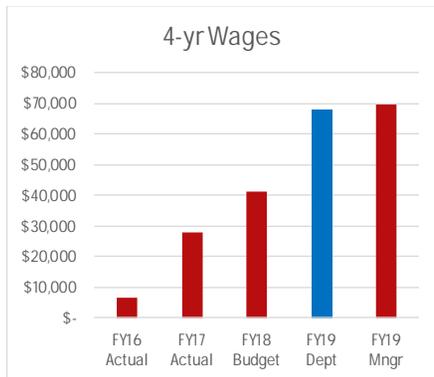
	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	2.5	3.3	2.4	2.6	2.6	2.6
FT Positions	3	4	5	6	6	6
PT Positions	0	0	0	0	0	0
Seasonal	15	14	15	14	14	14

PROGRAMS

PUBLIC WORKS

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ 6,419	\$ 28,051	\$ 41,010	\$ 26,878	66%	\$ 67,970	66%	\$ 26,960	\$ 69,685	70%	\$ 28,675
Taxes & Benefits	\$ 725	\$ 10,700	\$ 16,040	\$ 9,486	59%	\$ 17,825	11%	\$ 1,785	\$ 18,060	13%	\$ 2,020
Operations	\$ 20,497	\$ 32,117	\$ 39,500	\$ 32,795	83%	\$ 42,900	9%	\$ 3,400	\$ 42,900	9%	\$ 3,400
Capital	\$ -	\$ -	\$ -	\$ -	N/A	\$ -	N/A	\$ -	\$ -	N/A	\$ -
Net Expenses	\$ 27,641	\$ 70,868	\$ 96,550	\$ 69,159	72%	\$ 128,695	33%	\$ 32,145	\$ 130,645	35%	\$ 34,095
Revenues	\$ 22,268	\$ 25,306	\$ 35,500	\$ 21,423	60%	\$ 38,500	8%	\$ 3,000	\$ 38,500	8%	\$ 3,000
Total Department Cost	5,373	45,562	61,050	47,736	78%	90,195	48%	\$ 29,145	92,145	51%	\$ 31,095



Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	0.3	0.9	1.0	0.9	1.6	1.6
FT Positions	0	1	1	1	2	2
PT Positions	0	0	0	0	0	0
Seasonal	7	7	9	7	13	13



CAPITAL FUNDS SUMMARY



Departments

Capital Improvement Projects ◆ Parks

	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 CARRY FORWARD	2018-19 NEW REQUESTS
Expenditures						
Buildings & Improvements	\$ 46,497	\$ 586,328	\$ 106,924	\$ 32,308	\$ 26,865	\$ 300,000
Vehicles	\$ 143,963	\$ -	\$ -	\$ 149,863	\$ -	\$ -
Equipment	\$ 387,306	\$ 16,278	\$ 300,000	\$ 296,445	\$ -	\$ -
Land & Improvements	\$ 61,649	\$ 89,996	\$ -	\$ -	\$ -	\$ 215,000
Streets & Structural	\$ 176,704	\$ 574,837	\$ 1,101,462	\$ 104,117	\$ 569,759	\$ 500,000
Community Parks	\$ 92,959	\$ 32,216	\$ 73,844	\$ 542,771	\$ 19,070	\$ 6,720,198
Total Expenditures	\$ 909,078	\$ 1,299,655	\$ 1,582,230	\$ 1,125,504	\$ 615,694	\$ 7,735,198
Funding						
Fund Transfers	\$ 525,249	\$ 657,262	\$ 977,588	\$ 338,639	\$ 250,000	\$ 1,015,000
Debt	\$ 530,000	\$ -	\$ 300,000	\$ 7,328,214	\$ -	\$ -
General Fund Reserves	\$ -	\$ 300,000	\$ 200,000	\$ 200,000	\$ -	\$ -
Total Funding	\$ 1,055,249	\$ 957,262	\$ 1,477,588	\$ 7,866,853	\$ 250,000	\$ 1,015,000
Net Current Year Shortage / (Overage)	\$ (146,171)	\$ 342,393	\$ 104,642	\$ (6,741,349)	\$ 365,694	\$ 6,720,198
Fund Balance						
Prior Year Ending Balance	\$ 405,029	\$ 551,200	\$ 951,299	\$ 208,807	\$ 425,872	\$ 6,720,198
Current Year Ending Balance	\$ 551,200	\$ 208,807	\$ 846,657	\$ 6,950,156	\$ 60,178	\$ -

Capital Improvement Projects

FY19 New Projects

Project	Fund	FY19 Budget
Road Maintenance	General / HURF	\$ 500,000
Circle K Property	General	\$ 215,000
Various Projects	General	\$ 300,000
Total CIP Fund - New Projects		\$ 1,015,000

Funding	Fund	Budget
Fund Balance	General Fund	\$ 515,000
Unencumbered Reserves	HURF Fund	\$ 500,000
Funding for New Projects		\$ 1,015,000

FY18 Carry-forward for Current & Pending Projects

Project	Fund	FY19 Budget
Sports Complex	CIP	\$ 6,720,198
Road Maintenance	General / HURF	\$ 200,000
Town Kitchen Remodel	CIP	\$ 26,865
Homestead Parkway	CIP	\$ 327,205
Stormwater Projects	CIP	\$ 27,185
Wayfinding Signs	CIP	\$ 8,086
Rezzonico Park	CIP	\$ 10,984
Finnie Flat Streetscape	CIP	\$ 15,369
Total CIP Fund - Carry-forward Projects		\$ 7,335,892

Funding	Fund	Budget
Grants	Federal Grants	\$ 250,000
Parks Fund Balance	Federal Grants	\$ 6,720,198
CIP Fund Balance	CIP	\$ 425,872
Funding for Carry-forward Projects		\$ 7,396,070

TOTAL CIP FUND EXPENSES - ALL PROJECTS - **\$ 8,350,892**

Net ending fund Balance - **\$ 60,178**



DEBT SERVICE SUMMARY



Departments

◆ Debt Service Fund ◆

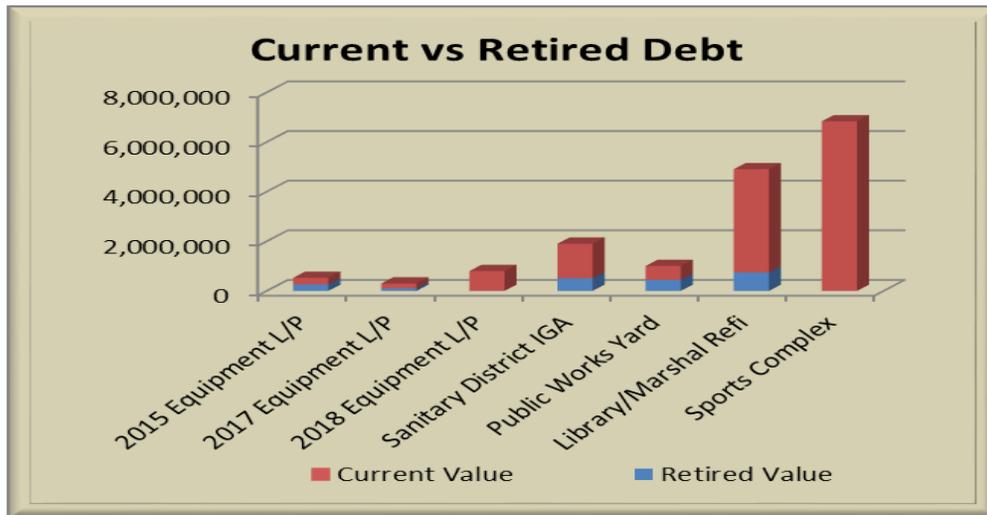
	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUEST	2018-19 MANAGER RECMN'D
Expenditures						
Principal	\$ 439,830	\$ 725,006	\$ 843,745	\$ 845,746	\$ 1,079,235	\$ 1,079,235
Interest & Charges	\$ 260,988	\$ 225,158	\$ 206,008	\$ 205,791	\$ 418,081	\$ 418,081
Total Expenditures	\$ 700,818	\$ 950,164	\$ 1,049,753	\$ 1,051,537	\$ 1,497,316	\$ 1,497,316
Funding						
Transfers from General Fund	\$ 520,310	\$ 769,705	\$ 869,364	\$ 872,248	\$ 1,285,956	\$ 1,285,956
Transfers from HURF Fund	\$ 180,508	\$ 180,459	\$ 180,389	\$ 179,289	\$ 211,360	\$ 211,360
Interest	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Funding	\$ 700,818	\$ 950,164	\$ 1,049,753	\$ 1,051,537	\$ 1,497,316	\$ 1,497,316
Net Fund Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Debt Service Fund

Debt	Fund	Budget	Maturity	Current Balance
2015 Equipment L/P	General, HURF	\$ 110,988	8/20/2020	\$ 270,129
2017 Equipment L/P	General	\$ 102,001	7/15/2019	\$ 197,232
2018 Equipment L/P	General, HURF	\$ 225,000	7/15/2023	\$ 800,000
Sports Complex	General	\$ 382,502	7/1/2044	\$ 6,835,000
Public Works Yard	HURF	\$ 106,360	7/1/2023	\$ 562,115
New Library / CVMO Refi	General	\$ 451,915 **	7/1/2030*	\$ 4,162,000
Sanitary District IGA	General	\$ 118,550	7/1/2032	\$ 1,395,478
Total Debt Payments		-		
		\$ 1,497,316		\$ 14,221,954

Funding Source	Fund	Budget
FY18 General Revenues	General Fund	\$ 657,956
FY18 .65% Tax Revenues	General Fund	\$ 628,000
FY18 General Revenues	HURF Fund	\$ 211,360
Total Debt Funding		-
		\$ 1,497,316

Debt Service Ratio (Debt Budget to Revenue)	9%
Debt Ratio (Debt to Assets)	52%
Debt per Resident (Est'd from 2015)	\$ 1,293
Avg. Time to Maturity	8.6 yrs
Median Time to Maturity	5.5 yrs
*The CVMO building refinance portion of the New Library/CVMO Refi debt will be paid off reducing the annual debt payment at the original timeline of 7/1/2024.	
**The Library's portion of the New Library/CVMO Refi debt is approx. \$282K while the CVMO portion is approx. \$171K.	



Debt Service Fund

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUEST	2018-19 MANAGER RECMN'D
2017 Sports Complex						
Principal	0	0	0	0	155,000	155,000
Interest	0	0	0	0	226,002	226,002
Misc. Charges	0	0	0	0	1,500	1,500
Total Chase Loan Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 382,502	\$ 382,502
2014 New Library						
Principal	93,000	320,000	329,000	329,000	337,000	337,000
Interest	167,742	132,088	122,875	122,872	113,415	113,415
Misc. Charges	0	1,500	1,500	1,500	1,500	1,500
Total Chase Loan Expenditures	\$ 260,742	\$ 453,588	\$ 453,375	\$ 453,372	\$ 451,915	\$ 451,915
2011 Rev Bond - Public Works Yard						
Principal	75,706	78,666	81,741	81,741	84,940	84,940
Interest	29,731	26,713	23,577	23,577	20,320	20,320
Misc. Charges	1,100	2,200	1,100	0	1,100	1,100
Total PW Yard Expenditures	\$ 106,537	\$ 107,579	\$ 106,418	\$ 105,318	\$ 106,360	\$ 106,360
Sanitary District IGA						
Principal	66,324	68,538	70,826	70,826	73,190	73,190
Interest	52,340	50,089	47,764	47,763	45,360	45,360
Total Sanitary District Expenditures	\$ 118,664	\$ 118,627	\$ 118,590	\$ 118,589	\$ 118,550	\$ 118,550
2013 Equipment Lease Purchases						
Principal	152,483	154,957	157,471	157,471	0	0
Interest	6,898	4,425	1,911	1,911	0	0
Misc. Charges	0	0	0	0	0	0
Total Lease Expenditures	\$ 159,381	\$ 159,382	\$ 159,382	\$ 159,382	\$ -	\$ -

Debt Service Fund (Cont'd)

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUEST	2018-19 MANAGER RECMN'D
2015 Equipment Lease Purchases						
Principal	52,317	102,845	104,707	104,707	106,601	106,601
Interest	3,177	8,143	6,281	6,281	4,387	4,387
Misc. Charges	0	0	0	0	0	0
Total Lease Expenditures	\$ 55,494	\$ 110,988	\$ 110,988	\$ 110,988	\$ 110,988	\$ 110,988
2017 Equipment Lease Purchases						
Principal	0	0	100,000	102,001	97,504	97,504
Interest	0	0	1,000	0	4,497	4,497
Misc. Charges	0	0	0	1,887	0	0
Total Lease Expenditures	\$ -	\$ -	\$ 101,000	\$ 103,888	\$ 102,001	\$ 102,001
2018 Equipment Lease Purchases						
Principal	0	0	0	0	225,000	225,000
Interest	0	0	0	0	0	0
Misc. Charges	0	0	0	0	0	0
Total Lease Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 225,000	\$ 225,000
Total Debt Expenditures	\$ 700,818	\$ 950,164	\$ 1,049,753	\$ 1,051,537	\$ 1,497,316	\$ 1,497,316
Operating Transfers						
Transfers In from GF	(520,310)	(769,705)	(869,364)	(872,248)	(1,285,956)	(1,285,956)
Transfers In from HURF	(180,508)	(180,459)	(180,389)	(179,289)	(211,360)	(211,360)
Total Operating Transfers	\$ (700,818)	\$ (950,164)	\$ (1,049,753)	\$ (1,051,537)	\$ (1,497,316)	\$ (1,497,316)
Net Effect on Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

SPECIAL REVENUE FUNDS SUMMARY



Departments

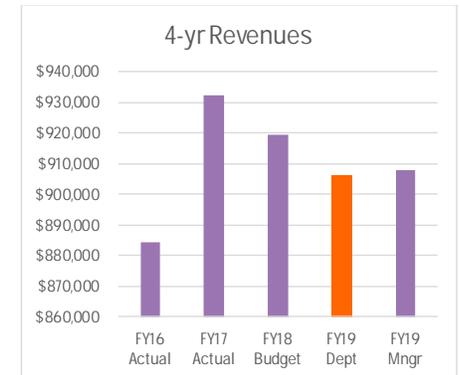
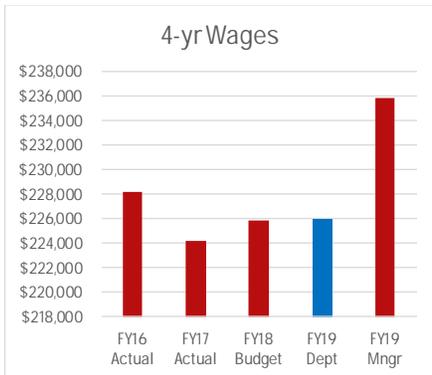
HURF ◆ Magistrate ◆ Federal Grants ◆ Non-Federal Grants
 Housing ◆ Restricted Use ◆ CDBG ◆ 911

	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUEST	2018-19 MANAGER RECMN'D
Expenditures						
Wages & Related	\$ 364,850	\$ 335,055	\$ 352,125	\$ 265,646	\$ 347,115	\$ 353,205
Operating Expenditures	\$ 336,882	\$ 403,607	\$ 617,545	\$ 355,945	\$ 726,078	\$ 723,578
Equipment/Capital Expenditures	\$ 3,481,571	\$ 1,763,453	\$ 995,300	\$ 75,583	\$ 2,182,390	\$ 2,182,390
Operating Transfers	\$ 613,265	\$ 416,152	\$ 853,952	\$ 411,654	\$ 871,360	\$ 961,360
Total Expenditures	\$ 4,796,568	\$ 2,918,267	\$ 2,818,922	\$ 1,108,828	\$ 4,126,943	\$ 4,220,533
Revenues						
Total Revenues	\$ 2,003,966	\$ 1,324,745	\$ 2,202,400	\$ 908,319	\$ 3,570,752	\$ 3,572,502
Net Dec/(Inc) in Fund Balances	\$ 2,792,602	\$ 1,593,522	\$ 616,522	\$ 200,509	\$ 556,191	\$ 648,031

HURF / STREETS

Budget

EXPENSE TYPE	2015-16	2016-17	2017-18	2017-18	% of Bud	2018-19	%	\$	2018-19	%	\$
	AUDITED ACTUAL	AUDITED ACTUAL	ADJUSTED BUDGET	THROUGH APR '18		DEPT REQUEST	Chng	Chng	MANAGER RECMN'D	Chng	Chng
Wages	\$ 228,176	\$ 224,252	\$ 225,855	\$ 179,355	79%	\$ 226,000	0%	\$ 145	\$ 235,825	4%	\$ 9,970
Taxes & Benefits	\$ 100,551	\$ 96,127	\$ 107,270	\$ 77,379	72%	\$ 109,115	2%	\$ 1,845	\$ 105,380	-2%	\$ (1,890)
Operations	\$ 278,606	\$ 278,298	\$ 289,740	\$ 292,168	101%	\$ 338,895	17%	\$ 49,155	\$ 336,395	16%	\$ 46,655
Capital	\$ 34,626	\$ 11,248	\$ 44,500	\$ 10,257	23%	\$ 36,500	-18%	\$ (8,000)	\$ 36,500	-18%	\$ (8,000)
Net Expenses	\$ 641,959	\$ 609,925	\$ 667,365	\$ 559,159	84%	\$ 710,510	6%	\$ 43,145	\$ 714,100	7%	\$ 46,735
Revenues	\$ 884,433	\$ 932,281	\$ 919,200	\$ 787,338	86%	\$ 906,250	-1%	\$ (12,950)	\$ 908,000	-1%	\$ (11,200)
Operating Transfers	\$ (336,755)	\$ (564,387)	\$ (594,452)	\$ (402,767)	68%	\$ (621,360)	5%	\$ (26,908)	\$ (711,360)	20%	\$ (116,908)
Total Department Cost	94,281	242,031	342,617	174,588	51%	425,620	24%	\$ 83,003	517,460	51%	\$ 174,843



Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	6.1	4.7	4.9	4.9	4.9	4.9
FT Positions	10	8	8	8	8	8
PT Positions	0	0	0	0	0	0
Seasonal	1	0	1	1	1	1

Magistrate Fund

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUEST	2018-19 MANAGER RECMN'D
Local JCEF						
Operating Expenditures						
Expenditures	1,423	26,760	20,000	1,561	20,000	20,000
Total Operating Expenditures	\$ 1,423	\$ 26,760	\$ 20,000	\$ 1,561	\$ 20,000	\$ 20,000
Revenues						
Local JCEF	2,970	2,546	3,000	1,776	3,000	3,000
Current Year Net Use	\$ (1,547)	\$ 24,214	\$ 17,000	\$ (215)	\$ 17,000	\$ 17,000
Program Balance						
Beginning Program Balance	40,651	42,198	17,984	17,983	18,198	18,198
Ending Program Balance	\$42,198	\$17,984	\$984	\$18,198	\$1,198	\$1,198
Fill the GAP						
Operating Expenditures						
Fill the GAP	0	10,000	15,000	0	17,000	17,000
Total Operating Expenditures	\$ -	\$ 10,000	\$ 15,000	\$ -	\$ 17,000	\$ 17,000
Revenues						
Fill the GAP	1,548	2,208	2,500	1,662	3,000	3,000
Current Year Net Use	\$ (1,548)	\$ 7,792	\$ 12,500	\$ (1,662)	\$ 14,000	\$ 14,000
Program Balance						
Beginning Program Balance	19,408	20,956	13,164	13,163	14,825	14,825
Ending Program Balance	\$20,956	\$13,164	\$664	\$14,825	\$825	\$825
Court Enhancement						
Operating Expenditures						
Legal	9	0	1,500	0	1,500	1,500
Court Enhancement	0	20,427	28,000	3,720	37,500	37,500
Total Operating Expenditures	\$ 9	\$ 20,427	\$ 29,500	\$ 3,720	\$ 39,000	\$ 39,000
Revenues						
Court Enhancement	24,665	19,877	30,000	15,537	30,000	30,000
Total Department Revenues	\$ 24,665	\$ 19,877	\$ 30,000	\$ 15,537	\$ 30,000	\$ 30,000
Operating Transfers						
Transfers Out to CIP Fund	150,000	59,200	0	0	0	0
Total Operating Transfers	\$ 150,000	\$ 59,200	\$ -	\$ -	\$ -	\$ -
Current Year Net Use	\$ 125,344	\$ 59,750	\$ (500)	\$ (11,817)	\$ 9,000	\$ 9,000
Program Balance						
Beginning Program Balance	188,779	63,435	3,685	3,688	15,505	15,505
Ending Program Balance	\$63,435	\$3,685	\$4,185	\$15,505	\$6,505	\$6,505
Net Effect on Magistrate Fund	\$ 122,249	\$ 91,756	\$ 29,000	\$ (13,694)	\$ 40,000	\$ 40,000

Non-Federal Grants Fund

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUEST	2018-19 MANAGER RECMN'D
RICO Grant						
Grant Revenues	25,000	16,142	25,000	670	25,000	25,000
Expenditures	12,152	38,475	25,000	670	25,840	25,840
Current Year Net Use	\$ (12,848)	\$ 22,333	\$ -	\$ -	\$ 840	\$ 840
Program Balance						
Beginning Program Balance	10,325	23,173	840	840	840	840
Ending Program Balance	\$ 23,173	\$ 840	\$ 840	\$ 840	\$ -	\$ -
Yavapai County Flood Control Grant						
Grant Revenues	75,000	75,000	100,000	0	100,000	100,000
Flood Control Projects	0	75,000	100,000	0	100,000	100,000
Transfer Out to Federal Grants	24,254	0	0	0	0	0
Transfer Out to CIP Fund	50,746	0	0	0	0	0
Current Year Net Use	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
100 Club Grant						
Grant Revenues	0	2,880	0	0	0	0
Patrol Equipment	0	0	0	0	0	0
K9 Expenses	0	0	0	0	0	0
Current Year Net Use	\$ -	\$ (2,880)	\$ -	\$ -	\$ -	\$ -
Walton Family Grant						
Grant Revenues	0	0	0	10,000	0	0
Expenditures	39,368	399	1,704	0	11,704	11,704
Current Year Net Use	\$ 39,368	\$ 399	\$ 1,704	\$ (10,000)	\$ 11,704	\$ 11,704
Program Balance						
Beginning Program Balance	41,471	2,103	1,704	1,704	11,704	11,704
Ending Program Balance	\$ 2,103	\$ 1,704	\$ -	\$ 11,704	\$ -	\$ -
Az Community Foundation Grant						
Grant Revenues	2,500	0	5,000	0	9,135	9,135
Expenditures	2,500	0	5,000	0	9,135	9,135
Current Year Net Use	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Potential Grants						
Grant Revenues	0	0	400,000	0	1,652,570	1,652,570
Expenditures	0	0	400,000	0	1,652,570	1,652,570
Current Year Net Use	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Effect on Non-Fed Grants Fund	\$ 26,520	\$ 19,852	\$ 1,704	\$ (10,000)	\$ 12,544	\$ 12,544

Federal Grants Fund

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUESTED	2018-19 MANAGER RECMN'D
Az State Forestry UCF Grant						
Grant Revenues	0	0	0	3,390	0	0
Expenditures	0	0	0	3,390	0	0
Current Year Net Use	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Az State Parks Grant						
Grant Revenues	0	0	0	5,218	73,032	73,032
Expenditures	0	0	0	5,218	73,032	73,032
Current Year Net Use	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Community Oriented Policing Services Grant						
Grant Revenues	0	0	5,000	0	0	0
Expenditures	0	0	5,000	0	0	0
Operating Transfers Out to General	0	0	0	0	0	0
Current Year Net Use	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Az Companion Animals Grant						
Grant Revenues	0	0	5,000	0	0	0
Expenditures	0	0	5,000	0	0	0
Current Year Net Use	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HUD Home Program Grant						
Grant Revenues	0	0	275,000	0	0	0
Operating Transfer In from Housing	0	0	50,000	0	0	0
Expenditures	0	0	325,000	0	0	0
Current Year Net Use	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
USDA Small Business Assistance Grant						
Grant Revenues	0	0	90,000	0	0	0
Expenditures	0	0	90,000	0	0	0
Current Year Net Use	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Az Game & Fish Grant						
Grant Revenues	0	0	24,500	22,050	0	0
Operating Transfer Out to CIP	0	0	24,500	22,050	0	0
Current Year Net Use	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
AZ Commerce Authority Grant						
Grant Revenues	0	0	250,000	0	250,000	250,000
Operating Transfer Out to CIP	0	0	250,000	0	250,000	250,000
Current Year Net Use	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HSIP Grant						
Grant Revenues	37,750	9,431	0	0	0	0
Street & Safety Signing	19,752	0	0	0	0	0
Current Year Net Use	\$ (17,998)	\$ (9,431)	\$ -	\$ -	\$ -	\$ -

Federal Grants Fund (Cont'd)

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUEST	2018-19 MANAGER RECMN'D
ADOT Grants						
Hwy Planning & Const. Grant Revs	0	8,750	0	0	0	0
Hwy Planning & Const. Grant Exps	0	8,750	0	0	0	0
Finnie Flat Sidewalk Grant Revenues	11,367	0	0	0	0	0
Current Year Net Use	\$ (11,367)	\$ -	\$ -	\$ -	\$ -	\$ -
NRCS Grant						
Grant Revenue	109,284	0	0	0	0	0
Transfer In fm NonFed Grants	24,254	0	0	0	0	0
Infrastructure	133,538	0	0	0	0	0
Current Year Net Use	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
PANT Grant						
Grant Revenues	7,366	559	0	0	0	0
Expenditures	7,366	559	0	0	0	0
Current Year Net Use	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gov's Office of Highway Safety Grant						
Grant Revenues	20,065	14,083	25,000	19,770	55,320	55,320
Expenditures	8,645	14,117	14,000	8,912	0	0
Equipment	6,444	0	11,000	27,033	43,320	43,320
Overtime	0	0	0	0	12,000	12,000
Current Year Net Use	\$ (4,976)	\$ 34	\$ -	\$ 16,175	\$ -	\$ -
Homeland Security Grant						
Grant Revenues	37,887	41,462	12,500	0	0	0
Op. Trans In - Gen Fund	311	0	0	0	0	0
Expenditures	58,387	20,962	12,500	16,631	0	0
Current Year Net Use	\$ 20,189	\$ (20,500)	\$ -	\$ 16,631	\$ -	\$ -
Library SGIA Grant						
Grant Revenues	37,000	0	0	0	0	0
Operating Transfer Out to Library	37,000	0	0	0	0	0
Current Year Net Use	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Library Services & Technology Grant						
Grant Revenues	21,425	3,558	0	9,932	11,400	11,400
Expenditures	22,778	3,558	15,694	10,221	11,400	11,400
LSTA Grant Wages	0	0	0	0	0	0
LSTA Grant ERE	0	0	0	0	0	0
Current Year Net Use	\$ 1,353	\$ -	\$ 15,694	\$ 289	\$ -	\$ -
Library E-Rate Grant						
Grant Revenues	0	40,656	0	0	0	0
Operating Transfer Out to Library	0	40,656	0	0	0	0
Current Year Net Use	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Federal Grants Fund (Cont'd)

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUESTED	2018-19 MANAGER RECOMMEND
ADEQ Grant						
Grant Revenues		88,026	0	0	0	0
Operating Transfer Out to Library		88,026	0	0	0	0
Net HSIP Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DOJ Grant						
Grant Revenues	0	2,607	0	0	0	0
Uniforms / Vests	0	0	0	0	0	0
Operating Transfer Out to Gen. Fund	0	0	0	0	0	0
Current Year Net Use	\$ -	\$ (2,607)	\$ -	\$ -	\$ -	\$ -
Net Effect on Fed Grants Fund	\$ (12,799)	\$ (32,504)	\$ 15,694	\$ 33,095	\$ -	\$ -

CDBG Grants Fund

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUEST	2018-19 MANAGER RECMN'D
Expenditures						
Project Expenditures						
Street Project	296,022	0	0	0	350,000	350,000
Total Project Expenditures	\$ 296,022	\$ -	\$ -	\$ -	\$ 350,000	\$ 350,000
Revenues						
Street Project	260,431	0	0	0	350,000	350,000
Total Revenues	\$ 260,431	\$ -	\$ -	\$ -	\$ 350,000	\$ 350,000
Operating Transfers						
Transfers In from HURF Fund	(35,591)	0	0	0	0	0
Total Operating Transfers	\$ (35,591)	\$ -	\$ -	\$ -	\$ -	\$ -
Net Effect on CDBG Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Restricted Use Fund

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUEST	2018-19 MANAGER RECMN'D
Safety Equipment Program						
Fee Revenue	2,472	2,204	2,500	2,134	2,500	2,500
Expenses	0	0	9,500	3,750	8,494	8,494
Current Year Net Use	\$ (2,472)	\$ (2,204)	\$ 7,000	\$ 1,616	\$ 5,994	\$ 5,994
Program Balance						
Beginning Program Balance	2,934	5,406	7,610	7,610	5,994	5,994
Ending Program Balance	\$ 5,406	\$ 7,610	\$ 610	\$ 5,994	\$ -	\$ -
Legal Defense						
Interest & Rebates	24	165	100	219	58,195	58,195
Expenses	0	5,000	25,400	0	83,761	83,761
Current Year Net Use	\$ (24)	\$ 4,835	\$ 25,300	\$ (219)	\$ 25,566	\$ 25,566
Program Balance						
Beginning Program Balance	30,158	30,182	25,347	25,347	25,566	25,566
Ending Program Balance	\$30,182	\$25,347	\$47	\$25,566	\$0	\$0
Volunteers in Police Services						
Expenses	0	0	427	0	427	427
Current Year Net Use	\$ -	\$ -	\$ 427	\$ -	\$ 427	\$ 427
Program Balance						
Beginning Program Balance	427	427	427	427	427	427
Ending Program Balance	\$427	\$427	\$0	\$427	\$0	\$0
General CVMO						
Donations	54	0	300	313	300	300
Expenses	0	0	450	312	455	455
Current Year Net Use	\$ (54)	\$ -	\$ 150	\$ (1)	\$ 155	\$ 155
Program Balance						
Beginning Program Balance	100	154	154	154	155	155
Ending Program Balance	\$154	\$154	\$4	\$155	\$0	\$0
K-9						
Donations	1,132	4,443	2,000	2,753	4,000	4,000
Expenses	0	8,164	2,000	1,999	8,492	8,492
Current Year Net Use	\$ (1,132)	\$ 3,721	\$ -	\$ (754)	\$ 4,492	\$ 4,492
Program Balance						
Beginning Program Balance	2,606	3,738	2,606	3,738	4,492	4,492
Ending Program Balance	\$ 3,738	\$ 17	\$ 2,606	\$ 4,492	\$ -	\$ -

Restricted Use Fund (Cont'd)

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUESTED	2018-19 MANAGER RECOMMEND
Animal Shelter						
Donations	45	0	0	50	50	50
Expenses	0	0	70	0	170	170
Current Year Net Use	\$ (45)	\$ -	\$ 70	\$ (50)	\$ 120	\$ 120
Program Balance						
Beginning Program Balance	25	70	70	70	120	120
Ending Program Balance	\$ 70	\$ 70	\$ -	\$ 120	\$ -	\$ -
General Library						
Donations	2,169	10,213	2,000	6,163	6,500	6,500
Expenditures	1,028	6,469	12,200	3,419	18,541	18,541
Current Year Net Use	\$ (1,141)	\$ (3,744)	\$ 10,200	\$ (2,744)	\$ 12,041	\$ 12,041
Program Balance						
Beginning Program Balance	4,412	5,553	9,297	9,297	12,041	12,041
Ending Program Balance	\$5,553	\$9,297	(\$903)	\$12,041	\$0	\$0
Library Media						
Donations	558	58	0	0	0	0
Expenditures	140	0	6,279	128	6,151	6,151
Current Year Net Use	\$ (418)	\$ (58)	\$ 6,279	\$ 128	\$ 6,151	\$ 6,151
Program Balance						
Beginning Program Balance	5,803	6,221	6,279	6,279	6,151	6,151
Ending Program Balance	\$6,221	\$6,279	\$0	\$6,151	\$0	\$0
Economic Development						
Donations	3,898	4,892	5,000	2,719	8,500	8,500
Expenditures	3,544	4,695	7,000	1,069	10,756	10,756
Current Year Net Use	\$ (354)	\$ (197)	\$ 2,000	\$ (1,650)	\$ 2,256	\$ 2,256
Program Balance						
Beginning Program Balance	55	409	606	606	2,256	2,256
Ending Program Balance	\$409	\$606	(\$1,394)	\$2,256	\$0	\$0
REI Donation						
Donations	0	25,000	0	0	0	0
Expenditures	0	0	25,000	25,000	0	0
Current Year Net Use	\$ -	\$ (25,000)	\$ 25,000	\$ 25,000	\$ -	\$ -
Program Balance						
Beginning Program Balance	0	0	25,000	25,000	0	0
Ending Program Balance	\$0	\$25,000	\$0	\$0	\$0	\$0

Restricted Use Fund (Cont'd)

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUESTED	2018-19 MANAGER RECOMMEND
Parks & Rec						
Donations	0	5,850	2,000	5,562	5,000	5,000
Expenditures	0	1,000	10,800	2,900	16,464	16,464
Current Year Net Use	\$ -	\$ (4,850)	\$ 8,800	\$ (2,662)	\$ 11,464	\$ 11,464
Program Balance						
Beginning Program Balance	3,952	3,952	8,802	8,802	11,464	11,464
Ending Program Balance	\$3,952	\$8,802	\$2	\$11,464	\$0	\$0
Net Effect on Fund	<u>\$ (5,640)</u>	<u>\$ (27,497)</u>	<u>\$ 85,226</u>	<u>\$ 18,664</u>	<u>\$ 68,666</u>	<u>\$ 68,666</u>

Housing Fund

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUEST	2018-19 MANAGER RECMN'D
Expenditures						
Project Expenditures	18,070	0	20,000	0	25,000	25,000
Operating Transfer Out to Fed Grants	0	0	50,000	0	0	0
Net Project Expenditures	<u>\$ 18,070</u>	<u>\$ -</u>	<u>\$ 70,000</u>	<u>\$ -</u>	<u>\$ 25,000</u>	<u>\$ 25,000</u>
Revenues						
Loan Principle Payments	15,630	17,972	15,600	10,585	16,000	16,000
Interest	1,173	860	1,200	478	1,000	1,000
Total Departmental Revenues	<u>\$ 16,803</u>	<u>\$ 18,832</u>	<u>\$ 16,800</u>	<u>\$ 11,063</u>	<u>\$ 17,000</u>	<u>\$ 17,000</u>
Net Effect on Fund	<u>\$ 1,267</u>	<u>\$ (18,832)</u>	<u>\$ 53,200</u>	<u>\$ (11,063)</u>	<u>\$ 8,000</u>	<u>\$ 8,000</u>
Program Balance						
Beginning Program Balance	\$ 36,727	\$ 35,460	54,292	\$ 54,292	\$ 65,355	\$ 65,355
Ending Program Balance	<u>\$ 35,460</u>	<u>\$ 54,292</u>	<u>\$ 1,092</u>	<u>\$ 65,355</u>	<u>\$ 57,355</u>	<u>\$ 57,355</u>

911 Fund

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUEST	2018-19 MANAGER RECMN'D
Expenditures						
Project Expenditures						
911 Expenditures	0	362	1,781	420	1,361	1,361
Total Project Expenditures	\$ -	\$ 362	\$ 1,781	\$ 420	\$ 1,361	\$ 1,361
Net Effect on 911 Fund						
	\$ -	\$ 362	\$ 1,781	\$ 420	\$ 1,361	\$ 1,361
Prior Year Ending 911 Fund Balance	\$ 2,143	\$ 2,143	\$ 2,143	\$ 1,781	\$ 1,361	\$ 1,361
Estimated Ending 911 Fund Balance	\$ 2,143	\$ 1,781	\$ 362	\$ 1,361	\$ -	\$ -

Yavapai-Apache Nation Gaming Fund

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	2016-17 FUND CLOSED	2017-18 FUND CLOSED	2018-19 FUND CLOSED
Operating Transfers		<i>Fund Closed</i>	<i>Fund Closed</i>	<i>Fund Closed</i>
Transfer Out to Gen Fund	47,442			
Transfer Out to Gen Fund: Heritage Pool	0			
Transfer Out to Gen Fund: Children's Rec	0			
Transfer Out to Library Bldg Fund	0			
Total Operating Transfers	\$ 47,442			
Revenues				
Yav-Apache Gaming Compact Revenues	20,629			
Total Departmental Revenues	\$ 20,629			
Net Effect on YAN Gaming Funds	\$ 26,813			
YAN Year End Balance Estimate				
Prior Year Ending YAN Gaming Fund Balance	\$ 26,813			
Estimated Ending YAN Gaming Fund Balance	\$ -			

Library Building Fund

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 FUND CLOSED
Expenditures					
Project Expenditures					
New Library	2,913,363	1,542,709	15,000	13,163	
Total Project Expenditures	\$ 2,913,363	\$ 1,542,709	\$ 15,000	\$ 13,163	
Revenues					
Donations	416,867	0	0	0	
Interest	762	1,318	0	0	
Total Departmental Revenues	\$ 417,629	\$ 1,318	\$ -	\$ -	
Operating Transfers					
Transfers In from General Fund	(200,000)	(207,435)	(15,000)	(13,163)	
Transfers In from Fed Grants Fund	(37,000)	(128,682)	0	0	
Total Operating Transfers	\$ (237,000)	\$ (336,117)	\$ (15,000)	\$ (13,163)	
Net Effect on Library Fund	\$ 2,258,734	\$ 1,205,274	\$ -	\$ -	
Library Fund Year End Balance Estimate					
Prior Year Ending Library Fund Balance	\$ 3,464,008	\$ 1,205,274	\$ -	\$ -	
Estimated Ending Library Fund Balance	\$ 1,205,274	\$ -	\$ -	\$ -	

Fund Closed

Impact Fees Fund

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 FUND CLOSED
General Gov't					
Interest	77	0	0	0	
Operating Transfer Out to CIP Fund	69,047	0	0	0	
Current Year Net Use	\$ 68,970	\$ -	0	\$ -	
Program Balance					
Beginning Program Balance	68,970	0	0	0	
Ending Program Balance	\$0	\$0	0	\$0	
Police Services					
Interest	100	25	0	0	
CVMO Vehicles	42,065	17,523	0	0	
Current Year Net Use	\$ 41,965	\$ 17,498	0	\$ -	
Program Balance					
Beginning Program Balance	59,463	17,498	0	0	
Ending Program Balance	\$17,498	\$0	0	\$0	
Parks & Rec					
Interest	314	429	0	0	
Parks & Rec Expenditures	0	96,011	87,300	8,499	
Current Year Net Use	\$ (314)	\$ 95,582	87,300	\$ 8,499	
Program Balance					
Beginning Program Balance	103,767	104,081	104,000	8,499	
Ending Program Balance	\$104,081	\$8,499	16,700	\$0	
Net Effect on Fund	\$ 110,621	\$ 113,080	87,300	\$ 8,499	

Fund Closed



ENTERPRISE FUND SUMMARY



Departments

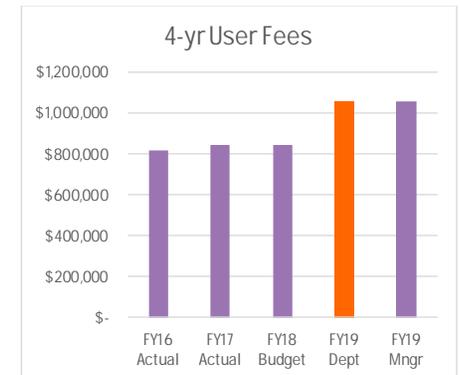
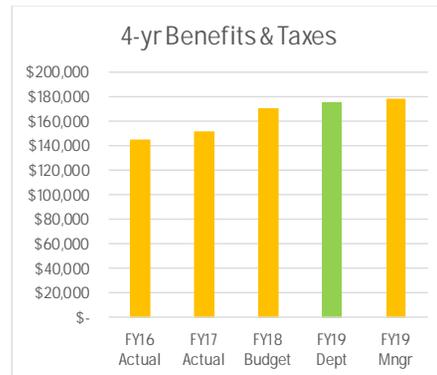
◆ Wastewater Fund ◆

EXPENSE TYPE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUEST	2018-19 MANAGER RECMN'D
Wages	\$ 340,118	\$ 369,769	\$ 406,625	\$ 302,126	\$ 418,469	\$ 431,095
Taxes & Benefits	\$ 145,096	\$ 151,876	\$ 170,955	\$ 130,343	\$ 175,051	\$ 177,885
Operations	\$ 441,529	\$ 581,111	\$ 540,650	\$ 492,484	\$ 650,566	\$ 632,166
Capital	\$ -	\$ 712,632	\$ 679,000	\$ 524,540	\$ 4,242,273	\$ 4,242,273
Depreciation, Debt, Other	\$ 723,560	\$ 819,045	\$ 1,128,120	\$ 41,007	\$ 1,000,980	\$ 1,000,980
Net Expenses	\$ 1,650,303	\$ 2,634,433	\$ 2,925,350	\$ 1,490,500	\$ 6,487,339	\$ 6,484,399
REVENUES						
Monthly User Fees	\$ 815,940	\$ 841,625	\$ 846,000	\$ 639,543	\$ 1,058,000	\$ 1,058,000
Other Fees	\$ 262,632	\$ 242,377	\$ 162,600	\$ 160,206	\$ 173,400	\$ 173,400
Other Revenues	\$ 360,343	\$ 620,090	\$ 942,500	\$ 498,137	\$ 4,279,200	\$ 4,309,200
Total Department Cost	211,388	930,341	974,250	192,614	976,739	943,799

WASTEWATER

Budget

EXPENSE TYPE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	% of Bud	2018-19 DEPT REQUEST	% Chng	\$ Chng	2018-19 MANAGER RECMN'D	% Chng	\$ Chng
Wages	\$ 340,118	\$ 369,769	\$ 406,625	\$ 302,126	74%	\$ 418,469	3%	\$ 11,844	\$ 431,095	6%	\$ 24,470
Taxes & Benefits	\$ 145,096	\$ 151,876	\$ 170,955	\$ 130,343	76%	\$ 175,051	2%	\$ 4,096	\$ 177,885	4%	\$ 6,930
Operations	\$ 441,529	\$ 581,111	\$ 540,650	\$ 492,484	91%	\$ 650,566	20%	\$ 109,916	\$ 632,166	17%	\$ 91,516
Capital	\$ -	\$ 712,632	\$ 679,000	\$ 524,540	77%	\$ 4,242,273	525%	\$ 3,563,273	\$ 4,242,273	525%	\$ 3,563,273
Depreciation, Debt, Other	\$ 723,560	\$ 819,045	\$ 1,128,120	\$ 41,007	4%	\$ 1,000,980	-11%	\$ (127,140)	\$ 1,000,980	-11%	\$ (127,140)
Net Expenses	\$ 1,650,303	\$ 2,634,433	\$ 2,925,350	\$ 1,490,500	51%	\$ 6,487,339	122%	\$ 3,561,989	\$ 6,484,399	122%	\$ 3,559,049
REVENUES											
Monthly User Fees	\$ 815,940	\$ 841,625	\$ 846,000	\$ 639,543	76%	\$ 1,058,000	25%	\$ 212,000	\$ 1,058,000	25%	\$ 212,000
Other Fees	\$ 262,632	\$ 242,377	\$ 162,600	\$ 160,206	99%	\$ 173,400	7%	\$ 10,800	\$ 173,400	7%	\$ 10,800
Other Revenues	\$ 360,343	\$ 620,090	\$ 942,500	\$ 498,137	53%	\$ 4,279,200	354%	\$ 3,336,700	\$ 4,309,200	357%	\$ 3,366,700
Total Department Cost	211,388	930,341	974,250	192,614	20%	976,739	0%	\$ 2,489	943,799	-3%	\$ (30,451)



Staffing

	FY16 Act	FY17 Act	FY18 Bud	FY18 Act	FY19 Dept	FY19 Mngr
FTE's	8.1	8.4	8.5	8.4	8.5	8.5
FT Positions	12	10	10	10	10	10
PT Positions	0	0	0	0	0	0
Seasonal	0	0	0	0	0	0

**Camp Verde Sanitary District Agency Fund
Debt Service**

ACCOUNT TITLE	2015-16 AUDITED ACTUAL	2016-17 AUDITED ACTUAL	2017-18 ADJUSTED BUDGET	2017-18 THROUGH APR '18	2018-19 DEPT REQUESTED	2018-19 MANAGER RECOMMEND
Principal & Interest						
Debt Principle Payments	1,070,999	672,871	689,350	70,826	682,830	682,830
Interest on Debt	414,923	393,902	369,825	267,549	263,910	263,910
Total Principal & Interest	\$ 1,485,922	\$ 1,066,773	\$ 1,059,175	\$ 338,375	\$ 946,740	\$ 946,740
Revenue Sources						
Property Taxes	1,062,767	923,121	940,585	674,330	828,188	828,188
IGA with Town of Camp Verde	118,664	118,627	118,590	118,589	118,550	118,550
Interest	3,707	3,640	3,500	4,375	3,500	3,500
Total Tax Levy & IGA	\$ 1,185,138	\$ 1,045,388	\$ 1,062,675	\$ 797,294	\$ 950,238	\$ 950,238
Net Adjustment to Fund Balance	\$ 300,784	\$ 21,385	\$ (3,500)	\$ (458,919)	\$ (3,498)	\$ (3,498)



Agenda Item Submission Form – Section I

Meeting Date: June 20, 2018

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

Requesting Department: Council

Staff Resource/Contact Person: Mayor German and Councilor Jenkins

Agenda Title (be exact): Presentation, discussion and possible action by Council on the contract offer to the Town Manager, Mr. Russ Martin.

List Attached Documents: Proposed contract/employment agreement for Russ Martin

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 10 minutes

Reviews Completed by:

- Department Head:*
 Town Attorney Comments: N/A

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Fiscal Impact: None

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

Comments:

Background Information: Council discussions with the Town Attorney and the manager as to components of the contract have been completed and the Council is placing the contract offer on the agenda for the Managers possible acceptance.

Recommended Action (Motion): This includes the possible action by Council to accept the contract upon final signature and acceptance by the Town Manager

Instructions to the Clerk:

**EMPLOYMENT AGREEMENT
TOWN MANAGER**

THIS AGREEMENT ("Agreement") effective as of the _____("Effective Date"), by and between the Town of Camp Verde, Arizona (the "Town"), acting through its Mayor and Common Council (collectively referred to as "the Council"), and Russ Martin, is made upon the following terms and conditions:

Recitals:

1. Pursuant to the Employment Agreement effective March 1, 2018 the Town of Camp Verde Town Council engaged Russ Martin to serve as Town Manager of the Town.

2. The Town of Camp Verde Town Council desires to employ Russ Martin as the Town Manager and Russ Martin desires to be employed by the Town of Camp Verde as its Town Manager, as provided for in § 3-2-1 of the Town Code and subject to the provisions and terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Powers and Duties of the Town Manager.

A. The Town hereby employs Russ Martin ("the Town Manager") to perform the functions and duties of Town Manager as set forth in the Town Code, as well as such other legally permissible and proper duties and functions required by law, ordinance or code or as the Council shall from time to time assign. The Town Manager shall hold office at the pleasure of the Council and may be removed without cause by a vote of at least four members of the Council, as provided for in 3-2-1 of the Town Code and A.R.S. § 9-303(C).

B. The job of Town Manager is a salaried position for which the work week is not necessarily limited to 40 hours per week. Moreover, the parties recognize that the Town Manager must devote a great deal of time outside normal office hours to the business of the Town. It is therefore agreed and understood that the Town Manager shall work full time but that he/she shall be allowed to adjust his/her office hours as reasonable and necessary to conduct the business and affairs of the Town so that the Town Manager is able, for example, to attend Council meetings, as provided for in 3-2-1 (D) (6) of the Town Code.

C. The Town Manager agrees to remain in the exclusive employ of the Town of Camp Verde during this Agreement. The term "exclusive employ" shall not be construed to preclude occasional teaching, writing, speaking, or consulting performed on the Town Manager's time off, even if outside compensation is provided for such services. Such activities are expressly allowed, provided there is no activity involving any prohibited conflict of interest with the Town and such activities do not materially detract from the Town Manager's performance of the job for the Town.

SECTION 2. Term.

A. The term of this Agreement shall continue for a period of five (5) years from the Effective Date unless otherwise terminated in accordance with Section 3 below. .

B. Because the Town Manager serves at the pleasure of the Council and may be removed without cause as provided in A.R.S. § 9-303(C) nothing herein shall be construed to prevent, limit or otherwise restrict or interfere with the Council's right to terminate the services of the Town Manager at any time without notice, subject only to the provisions of law and Section 3 below.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town Manager to resign at any time from his/her position as Town Manager, subject to the notice requirements of Section 3-A-1.

SECTION 3. Termination of Agreement.

A. Termination by Either Party. Either party to this Agreement may terminate it pursuant to the following terms:

1. The Town Manager may terminate this Agreement for any reason or no reason at all. The Town Manager agrees that if he/she intends to terminate this Agreement, he/she shall provide written notice of his/her intent to terminate at least sixty (60) days in advance of the actual termination date unless the parties mutually agree to a shorter time period.

2. The Council may terminate this Agreement at any time with good cause, without cause or as provided by statute or ordinance, with the affirmative vote of four members of the Council at any regular or special meeting, and upon written notice setting forth the grounds for and the date of the termination and pay all benefits to which the Town Manager is entitled.

B. Termination by the Town Manager. If the Town Manager terminates this Agreement, then the following provisions shall apply.

1. On the date of termination all salary payable to the Town Manager under this Agreement shall cease, except that the Town shall pay to the Town Manager all salary earned but not paid as of the date of termination. In addition, the Town shall pay to the Town Manager all amounts due and owing for vacation leave and sick leave. The Town shall make such payments not later than seven (7) days after the date of termination. The Town Manager shall be entitled to no additional compensation or additional benefits after the date of termination other than COBRA benefits.

C. Termination by the Town. If the Town terminates this Agreement, it shall comply with the following terms and conditions.

1. Any Separation from Service by the Council. Separation of service may be accomplished through Town Code §3-1-3 or by negotiated resignation.

2. Termination for Cause. If the Town terminates this Agreement for good cause, the Town shall only be required to pay such salary as the Town Manager has earned but not been

paid as of the date of termination, together with any additional amounts due and owing for accrued vacation leave and sick leave under the Town's personnel policies and procedures then in effect with regard to other full-time employees within three (3) days following the date of termination. The Town Manager shall be entitled to no additional benefits after the date of termination other than COBRA benefits. Good Cause includes material act(s) or omission(s) on the part of the Town Manager which is/are recognizable as a breach of a material provision of this Agreement, a conflict of interest, a criminal act, a violation of law or regulation, or misconduct. Good cause shall include the consistent, if intermittent, failure to perform the job of Town Manager in a reasonable, professional, and adequate fashion which continues or reoccurs after 10 days' written notice such that the failure is unacceptable. Good cause will include the inability to perform the job. The Town Manager shall be deemed unable to perform if Town Manager shall become permanently physically or otherwise disabled or suffer from injury, condition or illness which renders or is expected to render Town Manager, after reasonable accommodation, unable to perform the job of Town Manager for a period of in excess of 120 days.

3. Termination Without Cause Plus Severance Pay/Settlement. In the event the Town Manager is terminated by the Council (or forced to resign) without cause, the Town agrees to pay the Town Manager a severance payment equivalent to six (6) months of the Town Manager's Annual Base Salary. The Town Manager shall also be paid any accrued vacation and sick leave due as of the date of termination, in accordance with Town Code 3-1-3 (B).

4. Execution and Delivery of Settlement Agreement and Release. As a condition precedent to receiving any severance pay, the Town Manager shall execute and deliver to the Town an appropriate severance agreement and release acceptable to both parties, but which shall include the Town Manager's: (i) full release of the Town, the Town Council members, and all agents, representatives and employees of the Town of and from any and all claims and causes of action including, but not limited to, any and all actual or potential claims, demands, damages, causes of action or liability arising out of the Town Manager's employment or termination of employment with/by the Town, including any discrimination claims or actions; and (ii) an agreement not to initiate or cause to be initiated any lawsuit, claim, grievance, proceeding or investigation of any kind against the Town or any Town Council member, agent, representative or employee arising out of his/her employment.

5. Notice. Should the Town elect not to pursue renewal of the existing agreement or negotiations for a new agreement with the Town Manager at the termination of this agreement, Town shall provide the Town Manager with sixty (60) days' notice indicating its decision not to pursue renewal or negotiation of a new agreement with the Town Manager. Such non-renewal of the existing agreement shall not be deemed to be termination without cause.

D. Employment Work Product.

1. All memoranda, notes, records, other documents made or composed by employee, or made available to him during his employment, or any products, methods, or procedures concerning or in any way relating to the business or affairs of the Town will be the Town's property and will be delivered to the Town upon the termination of employment or at any other time upon request.

SECTION 4. Compensation.

- A. The Town agrees to pay the Town Manager an annual base salary of \$127,000.00 for the first year of the Agreement, effective as of the Effective Date (the "Annual Base Salary"). The Annual Base Salary may be increased or decreased each year, effective on the anniversary date, by the same cost of living increase or decrease factor as applicable to all Town employees. In addition, from time to time during the period this Agreement is in effect, the Council may, within its sole discretion, grant the Town Manager such increases in salary as the Council deems appropriate, if any. Payment of this compensation shall be prorated and made on a bi-weekly basis, commencing with the first pay period after the Effective Date of this Agreement.
- B. The Town agrees to an increase in base salary in the amount of \$4,000 upon verification of ICMA City Manager credentialing effective the next pay period following receipt of the certificate.
- C. The Town agrees to a one-time bonus in the amount of \$5,000 on or about August 9, 2020, the 10th anniversary of employment with the Town.

SECTION 5. Expense Reimbursement.

A. The Town shall reimburse the Town Manager for reasonable travel, food, lodging and other similar expenses incurred by the Town Manager in the performance of his/her official duties, in accordance with the same policies and procedures applicable to other employees as such policies and procedures currently exist or are hereafter amended. The Town Manager shall be authorized and allowed to use a Town credit card for purposes of charging reasonable business expenses incurred in conducting Town business. Business travel outside of the State of Arizona must be pre-approved in the Council's sole discretion and the Town Manager shall only be reimbursed and be allowed to charge for reasonable travel, food, lodging and similar expenses related thereto if the Council has, in its sole discretion, approved of such out-of-state travel.

B. The Town also agrees to assist the Town Manager in personal and professional development in his/her profession and shall annually set aside an amount allocated for the Town Manager's dues and membership fees in three (3) professional organizations such as the International City/County Management Association ("ICMA") and the Arizona City-County Managers Association ("ACMA"). The Town shall also pay the reasonable costs for the Town Manager to attend relevant or necessary educational conferences and seminars that will advance the business interests or affairs of the Town, or will enhance the Town Manager's professional knowledge, judgment, or performance. Examples of such conferences and seminars are those sponsored or held by the League of Arizona Cities and Towns, the ICMA, ACMA, and such others as the Council may approve.

C. It is the Town's desire that the Manager be a credentialed city/town manager (ICMA-CM). Reimbursement for this credentialing requires conformance with Town of Camp Verde Personnel Manual Policy 6-1 Education Assistance.

D. The Town shall provide Town Manager with a phone and the business use of a personal vehicle will be reimbursed at the then current IRS rate after submission by Town Manager of a reimbursement request. Upon termination of this Agreement the Town shall transfer ownership of the phone to the Town Manager after first removing all Town documents and applications from the phone and transferring them to the Town.

E. The Town will reimburse other reasonable expenses incurred by Town Manager while he/she is engaged in Town business after submission by Town Manager of a reimbursement request.

F. Moving and Relocation Expenses – The Council desires that the Town Manager live within the Camp Verde Town limits. The Town will pay normal and usual moving expenses up to Five Thousand dollars (\$5,000) for the relocation of the Employees’ belongings and household items to a residence in the Town of Camp Verde. The Town will either pay a moving company or reimburse the Employee for these expenses after submittal of receipts. Reimbursement of moving expenses over Five Thousand dollars (\$5,000) must be negotiated in advance.

SECTION 6. Insurance Coverages.

A. The Town Manager shall be covered by the same family medical and dental plans as all other full-time employees of the Town.

B. The coverages provided for herein shall be subject to such changes as the Town or its insurance carrier may make from time to time applicable to all full-time employees of the Town. Additionally, any other coverages that may be added by the Town in the future and which are applicable to other full-time employees of the Town will be made available to the Town Manager on the same terms and conditions extended to such other employees and/or their dependents.

SECTION 7. Other Benefits.

A. Vacation Leave.

1. The Town Manager shall be entitled to accrue and use vacation leave at the rate of 6.15 hours per pay period with the exception that upon written request by the Town Manager, the Town Manager shall be paid his/her accrued but unused vacation time, subject to all IRS and state tax regulations and deductions.

2. Upon termination of employment, the Town shall pay the Town Manager for his/her accrued but unused vacation leave.

B. Sick Leave.

1. The Town Manager shall accrue sick leave as per Town of Camp Verde Personnel Manual.

C. Holidays. The Town Manager shall also be afforded with paid holidays according to the Camp Verde Personnel Manual in effect at that time.

D. Retirement. The Manager’s membership in Arizona State Retirement (ASR) shall be on the same basis as all other Town Employees and the Town’s contribution shall be on the same basis as for all other employees.

SECTION 8. Residency Within the Town.

The Town Council believes that the Town Manager will be more knowledgeable regarding the needs of the Town and its citizenry and better able to meet those needs if he/she resides full time within the Town limits as required by Town Code 3-1-1. The Town Manager agrees to reside within the Town limits or the 86322 zip code area within 120 days of the date of hire, on a full-time basis and the failure to do so shall be considered good cause for termination.

SECTION 9. Performance Evaluation.

A. The Council shall review and evaluate the performance of the Town Manager on or about the first week of February of each calendar year during the period this Agreement is in effect. The review shall be in accordance with specific criteria developed jointly by the Council and the Town Manager. Said criteria may be added to or deleted as the Council may from time to time determine, in consultation with the Town Manager.

B. As and when required pursuant to Section 9.A of this Agreement, the Council and the Town Manager shall jointly define such goals and performance objectives that they determine necessary for the proper operation of the Town of Camp Verde, Arizona, and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives; said goals and objectives to be reduced to writing. Any problem issues must be resolved in a timely manner as agreed mutually between Town and the Manager. If the parties are unable to agree, either party may terminate pursuant to Section 3.A of this Agreement.

SECTION 10. Indemnification.

To the extent it may be permitted to do by applicable law, the Town does hereby agree to defend, hold harmless, and indemnify Manager from any and all demands, claims, suits, actions, judgments, expenses and reasonable attorneys' fees incurred in any legal proceedings brought against Manager in the Manager's individual or official capacity as an employee and as Town Manager, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Manager, as an employee of the Town, acting within the course and scope of the Manager's employment with the Town; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determine that the Manager committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damagers that would be recoverable or payable under an insurance contract, held either by the Town or by the Manager. Manager recognizes that the Town shall have the right to compromise and settle any claim or suit. The provisions of this Section 10 shall survive termination, expiration or other end of this Agreement and/or the Manager's employment with the Town.

SECTION 11. Notices.

Notices pursuant to this Agreement shall be given: by hand delivery to the party receiving notice; or by deposit in the custody of the United States Postal Service, first class postage prepaid or through overnight carrier service, addressed as follows or as such address may be changed from time to time upon notice to the other. Notice shall be deemed given when delivered, mailed or transmitted by overnight carrier as provided above and shall be deemed received the day it is hand delivered, three business days after being mailed, or one business day after being transmitted by overnight

carrier.

Town: Mayor Charles German
Town of Camp Verde
473 S. Main St., Ste. 102
Camp Verde, Arizona 86322

Town Attorney: Bill J. Sims III
Sims Murray, Ltd.
3101 N. Central Avenue, Suite 870
Phoenix AZ 85012

Town Manager: Russ Martin
Town of Camp Verde
473 S. Main St., Ste. 102
Camp Verde, Arizona 86322

Town Manager: Russ Martin
2329 N Private Dr
Camp Verde, AZ 86322

SECTION 12. General Provisions.

A. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. This Agreement may not be modified or amended other than by an agreement in writing signed by both Parties.

B. Severability. The invalidity in whole or part of any provision hereof shall not affect the validity of any other provision hereof and this Agreement shall remain in full force and effect except as to such invalid provision.

C. Conflict of Interest. Pursuant to A.R.S. § 38-511, the Town of Camp Verde may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the Town is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, the Town of Camp Verde further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Town of Camp Verde from any other party to the agreement arising out of this Agreement.

D. Modification or Amendment. Nothing herein shall prohibit the parties from modifying or amending the terms and conditions of this Agreement; provided, however, such amendment or modification shall only be effective if made in writing that is executed by the parties and supported by reasonable and sufficient consideration.

E. Governing Law. This Agreement shall be governed by the laws of the State of Arizona, and any suit to enforce or interpret any provision hereof or to obtain any remedy with respect hereto may be sought only in the superior court for Yavapai County, Arizona. Each party irrevocably consents to jurisdiction and venue in said court.

F. Waiver. Failure of party to exercise any of its rights with respect to a breach of this Agreement shall not constitute a waiver of the same or similar breach in the future or any right that the party may have with respect to any other breach.

G. Headings. The headings provided in this agreement are for convenience and shall not affect the interpretation or enforcement of this agreement.

H. 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 THEREOF, the Town of Camp Verde has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its Town Clerk, and the Town Manager has signed and executed this Agreement, both in duplicate, the day and year first written above.

Russ Martin, Town Manager

Charles C. German, Mayor of Camp Verde

Attest:

Approved as to form:

Judith Morgan, Town Clerk

Bill Sims III, Town Attorney
Sims Murray, Ltd.
3101 N. Central Avenue, Suite 870
Phoenix AZ 85012

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Agenda Item Submission Form – Section I

Meeting Date: June 20, 2018

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

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin / Troy Odell / Jerry Tinagero

Agenda Title (be exact): Discussion, consideration and possible approval of a new Town of Camp Verde Waste Water (Sewer) Policy.

List Attached Documents: Revised Policy, minutes from Sept. 15, 2017

Estimated Presentation Time: 5 mins

Estimated Discussion Time: 10 mins

Reviews and Comments Completed by:

- Town Manager: Russ Martin Department Head: _____
- Town Attorney Comments: N/A Risk Management: N/A
- Finance Department N/A

Background Information: The Town has reviewed other policies and incorporated changes to the current policy from the Sanitary District and timed this for adoption and approval for the next fiscal year inclusive of the fees that were recently adopted this will complete the transition to Town operations. It is expected this policy will need to change in the future as implementation, especially of the potential to disconnect service is a real possibility in this new policy.

Recommended Action (Motion): Move to approve the Town of Camp Verde Waste Water (Sewer) Policy to take effect July 1, 2018.

POLICIES, PROCEDURES, RULES AND REGULATIONS
 OF THE TOWN OF CAMP VERDE WASTEWATER
 DIVISION
 (EFFECTIVE JULY 1, 2018)

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**POLICIES, PROCEDURES, RULES AND REGULATIONS
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ARTICLE I – DEFINITIONS

ADMINISTRATIVE AUTHORITY means the individual official, department or division established and authorized by the TOWN OF CAMP VERDE to administer and enforce policy and rules adopted by the TOWN OF CAMP VERDE TOWN COUNCIL

APPROVED AGENCY is an established and recognized agency regularly engaged in conducting tests or furnishing recognized services such as inspections.

AZDEQ. Arizona Department of Environmental Quality.

TOWN COUNCIL means the TOWN COUNCIL of the Town of Camp Verde.

B.O.D., Biochemical Oxygen Demand, means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures in five days at twenty degrees centigrade expressed in parts per million (PPM) in weight.

BUILDING DRAIN is that part of the lowest piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the building sewer beginning two (2) feet (.6m) outside the building wall.

BUILDING SEWER is that part of the horizontal piping of a drainage system which extends from the end of the building drain and which receives the discharge of the building drain and conveys it to a public sewer, private sewer, individual sewage disposal system, or other point of disposal.

CREDITS can be generated if individuals or companies owning property within the Town Boundaries for work done under the direction of the Town Council or authorized authority that benefits the Town expends private funds or contributions. Offset or waiver of hookup fees if approved by the Town Council can only reimburse credits.

CROSS CONNECTION is a connection between drinking (potable) water and an unsafe water supply.

CUSTOMER is a purchaser of services provided by the TOWN OF CAMP VERDE, other than a user.

DISCHARGE means the release of any wastewater or storm water into a Town sewer.

DIVISION means the Town of Camp Verde Wastewater Division.

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TOWN ENGINEER is an engineer working for the TOWN OF CAMP VERDE.

DOMESTIC SEWAGE means the liquid and waterborne wastes derived from the ordinary living processes, free from industrial wastes, and of such character as to permit satisfactory disposal, without special treatment into the public sewer or by means of a private sewage disposal system.

DRAINAGE SYSTEM means all the piping within public or private premises, which conveys sewage or other liquid wastes to a legal point of disposal, but does not include mains of a public sewer system or a public sewage treatment or disposal plant.

EFFLUENT is the wastewater or other liquid, raw, partially or completely treated, flowing from a basin, treatment process or treatment plant.

FEES are charges approved and published by the TOWN COUNCIL for hookup connections, monthly service, inspections and such other charges permitted by statute.

INDUSTRIAL WASTE means any and all liquid or water-borne waste from industrial or commercial processes, except domestic sewage.

INFLOW is water discharged into the sewer system from sources other than regular connections. This includes flow from yard drains, foundation drains and around manhole covers.

INFLUENT is the wastewater or other discharge, raw, partially or completely treated, flowing to a basin, treatment process or treatment plant.

INTERCEPTOR (CLARIFIER) is a device designed and installed so as to separate and retain deleterious, hazardous, or undesirable matter from normal wastes and permit normal sewage or liquid wastes to discharge into the disposal terminal by gravity.

LIEN is a charge, security or encumbrance upon real property.

LIQUID WASTE is the discharge from any fixture, appliance, or appurtenance in connection with a plumbing system, which does not receive fecal matter.

MANAGER means the administrator of the Town of Camp Verde Wastewater Division.

MOBILE HOME PARK SEWER is that part of the horizontal piping of a drainage system, beginning two (2) feet (.6m), downstream from the last mobile home site and conveys it to a public sewer, private sewer, individual sewage disposal system, or other point of disposal.

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NATURAL OUTLET means any outlet into a watercourse, ditch, or other body of surface or ground water.

O&M MANUAL is an operation and maintenance manual, which outlines procedures for operators to follow to operate and maintain a specific wastewater treatment plant and the equipment in the plant.

PERMIT is an official document or certificate issued by a governing authority authorizing performance of a specified activity, such as a building inspector approving specific construction.

PERSON means a natural person, his heirs, executor, administrators, or assigns and shall also include a firm, corporation, municipal or quasi-municipal corporation, or governmental agency. Singular includes plural, male includes female.

PRIVATE OR PRIVATE USE in classification of plumbing fixtures, applies to plumbing fixtures in residences and apartments.

PRIVATE SEWAGE DISPOSAL SYSTEM is a septic tank with the effluent discharging into a subsurface disposal field, into one or more seepage pits or into a combination of subsurface disposal field and seepage pit or of such other facilities as may be permitted under the procedures set forth in the UPC.

PRIVATE SEWER is a building sewer, which receives the discharge from more than one (1) building drain and conveys it to a public sewer, private sewage disposal system, or other point of disposal.

PROPERTY OWNER is any person, agent, firm or corporation having a legal or equitable interest in the property; the owner of record of real property with all the interest, benefits and rights inherent in the ownership of real estate.

PUBLIC OR PUBLIC USE in the classification of plumbing fixtures shall mean all buildings or structures that are not defined as private or private use.

PUBLIC SEWER means a common sewer directly controlled by public authority.

RECEPTOR is an approved plumbing fixture or device of such material, shape, and capacity as to adequately receive the discharge from indirect waste pipes, so constructed and located as to be readily cleaned.

SANITARY SEWER is a sewer intended to carry wastewater from homes, businesses, and industries. Storm water runoff should be collected and transported in a separate system of pipes.

SEPTAGE is the contents of a septic tank.

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SEPTAGE TREATMENT means the purification of septage by bacterial activity or other process.

SEPTIC TANK is a watertight receptacle which receives the discharge of a drainage system or part thereof, designed and constructed so as to retain solids, digest organic matter through a period of detention and allow the liquids to discharge into the soil outside of the tank through a system of open joint piping or a seepage pit meeting the requirements of the U.P.C. and ADEQ

SEWAGE means any liquid-borne waste, which contains animal or vegetable matter in suspension or solution. (Sewage may include chemicals in solution, and ground, surface, or storm water may be added as it is admitted to or passes through the sewers.) See wastewater.

SEWAGE DISPOSAL is the treatment and dispersal of sewage.

SEWAGE GAS is the mixture of gases, odors, and vapors found in a sewer.

SEWERAGE SYSTEM means the entire works required to collect, treat, and dispose of sewage, including the sewer system, pumping stations, and treatment plant.

SEWAGE TREATMENT means any process to which sewage is subjected to remove or alter its objectionable constituents by reduction in the organic and bacterial content, rendering it less offensive and dangerous.

SEWER means generally, an underground conduit in which waste matter is carried in a liquid medium; a pipeline in which sewage is conveyed.

SEWER APPURTENANCES mean manholes, sewer inlets, and other devices, constructions, or accessories related to a sewer system but exclusive of the actual pipe or conduit.

SEWAGE TREATMENT PLANT means structures and appurtenances that receive raw sewage and bring about a reduction in organic and bacterial content of the waste so as to render it less dangerous and less odorous.

SHALL is a mandatory term.

SLUDGE means the semiliquid settled solids from treated sewage.

SLUDGE TREATMENT means the purification of settled solids from treated sewage by bacterial activity or other process to obtain a saleable commodity such as fertilizer.

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SPECIAL WASTES are wastes, which require some special method of handling such as the use of indirect waste piping and receptors, corrosion resistant piping, sand, oil or grease interceptors, condensers, or other pretreatment facilities.

SPU (Sewage Producing Units) is a unit of measure that can be used to calculate charges for users.

STORM DRAIN OR STORM SEWER means a drain or a sewer conveying rainwater, subsurface water, condensate, or similar discharge, but not sewage or industrial waste, to a point of disposal.

SUMP is an approved tank or pit, which receives sewage, or liquid waste and which is located below the normal grade of the gravity system and which must be emptied by mechanical means.

UNSANITARY means conditions, which are contrary to sanitary principles or are injurious to health.

U.P.C. means the Uniform Plumbing Code as adopted and implemented by a TOWN OF CAMP VERDE.

USER means the person connected, or required to connect, to the sanitary sewer.

WASTEWATER is the used water and solids from a community that flow to a treatment plant. Storm water, surface water, and groundwater infiltration also may be included in the wastewater that enters a plant. (The term "sewage" usually refers to household wastes, but this word is being replaced by the term "wastewater".)

WATERCOURSE is a natural flow of water occurring either continuously or intermittently.

**POLICIES, PROCEDURES, RULES AND REGULATIONS
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**ARTICLE II - ADMINISTRATIVE PROCEDURES OF THE TOWN OF CAMP
VERDE WASTEWATER DIVISION**

The goals of the Town of Camp Verde Council are to establish and implement Policies, Procedures, Rules and Regulations ("Policies") that will promote the economical and efficient operation of the Camp Verde sewerage system. To institute and implement plans for future growth.

**SECTION 1. POWERS AND DUTIES OF THE TOWN OF CAMP VERDE
COUNCIL**

A. The Town Council shall operate under ARS Title 48 Chapter 14, and other applicable statutes. In addition to the powers specifically granted, the Town Council may:

1. Construct, maintain and operate a sewerage system and necessary sewage disposal and treatment plants.
2. Construct, maintain and operate treatment plants for the treatment and disposal of sewage sludge and waste materials.
3. Acquire in the name of the Town any real or personal property or interest therein by gift, purchase, condemnation or otherwise, and own, control, manage or dispose of such property or interest when necessary or convenient of the purposes stated in paragraphs 1 and 2. Private funds or contributions received by the Wastewater Division for the purpose of defraying expenses of work done under its direction may be expended by the Town in compliance with the terms and conditions under which such funds are received, provided the terms and conditions meet the approval of the TOWN of Camp Verde Council.
4. Sell, lease or otherwise dispose of any property of Wastewater Division or interest therein when such property is no longer required for the purposes of the Division or when use of it may be permitted without interfering with the use to which it is put by the Division.
5. Sell, process, treat, deliver, provide, facilities for delivering or otherwise dispose of fertilizer or other by-product resulting from operation of a sewerage system or sewage disposal or treatment plant, sewage sludge disposal or treatment plant.
6. Construct, maintain and operate pipelines, treatment, manufacturing and delivery facilities and other facilities necessary for purposes as described in paragraph 7, or for the purpose of conserving and beneficially using sewage sludge and by-products recovered in sewerage operations by sale or disposition thereof for agricultural, residential, domestic or industrial purposes, or by discharge of water or

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effluent in a manner that it will discharge into existing watercourses or percolate into underground gravels and replenish water resources.

7. Pay expenses incidental to the exercise of its powers.
8. Employ sanitation experts, engineers, administrators, surveyors, counsel and other persons as are necessary in the exercise of its powers.
9. Formulate and adopt rules governing installation, use and maintenance of private sewer disposal systems within Town boundaries, whether on private land or public rights-of way, and connections to the sewer lines of the Town and connections without the limits of an incorporated city or town to sewer lines which connect to sewer lines of the Town.
10. Require permits for any and all connections described by paragraph 11, and for installation and maintenance of private sewage disposal systems.
11. Formulate and adopt rules governing: a) the operation and utilization of the treatment plants of the Town. b) disposing of and using sewage sludge and other by-products of the sewage treatment process.
12. Enter into intergovernmental agreements pursuant to title 11, chapter 7, and article 3 with the Department of Environmental Quality for the department to provide technical and administrative services, collection of fees and cooperation in enforcing laws and rules of each party to the agreement concerning the design, construction, operation and maintenance of all existing and proposed on-site wastewater treatment facilities and private sewage disposal systems within the boundaries of the Town.
13. Bring an action for injunction or any other civil action against any person who violates this chapter or rules adopted pursuant to this chapter.
14. Develop, manage and enforce an on-site sewage disposal management plan.
15. Investigate and formulate rules governing effluent disposal by sanitary treatment and effluent disposal facilities in the Town.
16. The Town Council shall approve operating hours of the Town, fee schedules, annual budget, positions, job descriptions, personnel policy and procedures, and operational procedures of the Town.

**POLICIES, PROCEDURES, RULES AND REGULATIONS
OF THE TOWN OF CAMP VERDE WASTEWATER
DIVISION**
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SECTION 2. TOWN COUNCIL MEETINGS AND OPERATING HOURS OF THE TOWN

- A. ALL TOWN OF CAMP VERDE SANITARY DISTRICT MEETINGS AND FUNCTIONS HAVE BEEN ASSUMED BY THE TOWN OF CAMP VERDE TOWN COUNCIL.
- B. Operating hours of the Wastewater Division Plant. Operations and oversight of the facilities is 24 hours per day, 365 days a year with operators available outside of normal business hours through emergency numbers.

SECTION 3. WASTEWATER DIVISION MANAGER

- A. The manager shall report to the Public Works Director and his Deputy.
- B. The manager is to function as the “Facility Responsible Operator” for reporting to AZDEQ. He must maintain proper level of certification to properly operate the plant.
- C. The manager will make recommendations to the Public Works Director, and shall, under the PUBLIC WORKS Director, act as administrative authority of the Wastewater Division, enforcing the provisions of the policies as adopted or amended; conduct the day-to-day affairs of the Wastewater Division; supervise all employees of the Wastewater Division; and authorize emergency repairs necessary for the proper operation and maintenance of the sewerage system of the Wastewater Division, if required.
- D. The manager shall prepare and submit to the PUBLIC WORKS DIRECTOR, the annual budget for the Wastewater Division. The budget shall include income projections and the recommendations of the manager concerning the proposed operation and maintenance of the sewerage system; proposed expenditures, capital or otherwise; and such other proposals bearing upon the proposed annual budget.
- E. The manager shall monitor the sewerage system, including authorizing tests by approved agencies, as needed. The WASTEWATER Division may require monitoring and laboratory analysis of a user or customer's discharge as provided in Article III, Section 1 of these rules and regulations. The manager, in the monthly operations report, shall inform the PUBLIC WORKS DIRECTOR of the necessity and extent of extraordinary treatment expense needed to properly operate and maintain the sewerage system.
- F. The manager shall recommend to the Town Council changes to fees charged by the Wastewater Division. The manager shall have available a complete 2-part list

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separated into customers and users for the Council prior to annual review of fees or rate schedule. The manager may recommend criteria on which to base fee charges, which shall include consideration of income from customers that may be used to offset user expense, if not previously designated for a specific purpose.

G. The manager shall make all tables, fees, resolutions, minutes, contracts and ordinances available for public inspection from the Division clerk during operating hours of the Town office.

SECTION 4. CONTRACTS

The manager shall follow procedures outlined in the latest version of the Town Financial Operations Guide.

SECTION 5. VALIDITY OF POLICY AND PROCEDURES AND ENFORCEMENT

A. The Town Council shall adopt these Policies after review by the Town's Attorney and they shall supersede and replace any previously adopted Policies.

B. It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses and phrases of these Policies shall be severable, and if a court of competent jurisdiction holds any provision of these Policies unconstitutional for any reason, such unconstitutionality shall not affect any of the remaining provisions of these Policies.

C. The Town Council hereby declares it may bring an action for injunction or any other civil action against any person who violates these pursuant to said powers. Any person found in violation of these will be served with a notice stating the nature of the violation and defining the time limit for compliance. Any person continuing to violate these beyond the time limit provided for in the Notice of Violation may be charged a penalty of up to \$500.00 for each day the violation continues.

SECTION 6. TOWN POLICY

The Town of Camp Verde Sanitary District has been in existence since 1972 with the Town of Camp Verde assuming control in July 2013 after passage by the voters. The goal of the Wastewater Division as expressed through its Town Council is to establish and implement Policies that will promote the economical and efficient operation of the Camp Verde sewerage system and to institute and implement plans and direction for future growth. Qualified personnel enable the Town to attain this goal, working in close cooperation with the elected Town Council.

**POLICIES, PROCEDURES, RULES AND REGULATIONS
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A. Personnel Policy

1. In addition to the requirement for all personnel of the Wastewater Division to follow the most recent adoption of the Town Personnel Policies

a) Subscriptions and Memberships. Any publications paid for by the Town shall remain the property of the Town and be incorporated in a reference library for the use of all employees. Memberships in organizations shall be held in the name and address of Camp Verde Wastewater Division and attendee designated by title, rather than by name to ensure continuity in membership.

b) Training. We learn through training, and no one ever reaches a point where further training is unnecessary, therefore the Town encourages and expects employees to constantly seek training that will generally increase their knowledge and ability to perform their work and take advantage of Town training programs, certification courses, correspondence courses, manufacturers' schools and jobbers' schools, when possible.

c) Uniforms. The Wastewater Division provides uniforms to all employees hired to work at the wastewater treatment plant. It is recommended that work clothes not be worn home to prevent the transmission of diseases to your family. It is the employee's responsibility to have their uniforms available on the specified day to be picked up by the uniform company for laundering. All uniforms must be returned to the Town before the employee's final check will be issued.

d) Vehicle. Employee duties may require the use of a vehicle provided by the Town for performing duties of the Wastewater Division. The chief operator shall be responsible for the operation, maintenance and repair of vehicles. The employee is responsible for changing the oil at normal intervals, keeping the tires properly inflated and scheduling necessary service and lubes.

B. Right to Know Hazard Awareness Policy (OSHA)

1. The Town will provide a reasonably safe place in which to work. Hazard awareness is the basic part of a Safety and Health Program. Employees or contractors are responsible to exercise safe and proper handling practices, primarily through reliance on Safety Data Sheets(SDS). Both Town and employees must work together to achieve the intent of this OSHA standard.

"The Right to Know" was established to give necessary information to employees to work safely with chemicals and their physical hazards. Most chemicals you will use or come in contact with are potentially hazardous. The majority of these pose physical hazards, such as:

a) flammable materials, which can cause burns;

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- b) reactive materials, which can cause injury under the wrong conditions;
- c) corrosive materials which when splashed on your skin or eyes can cause injury; (Some corrosive materials come in such form as dust, mist, or fumes, which you can inhale or ingest.)
- d) toxic chemicals which can cause injury or illness by entering the body by way of the lungs as well as through the skin or being swallowed with food; (Industrial toxins can enter the body in this manner.)

Physical Agents: Are usually produced by machines or when two or more chemical agents are mixed.

Infectious Agents: Are living microbial materials, which can cause disease or create toxic waste or by-products. Infectious agents or hazards can be borne by the skin through cuts; also can be ingested on food.

The Town expects posting of Safety Data Sheets in the work area to show necessary administrative controls, personal protective devices (PPD), ventilation required in work areas and emergency care, if needed.

"The Right to Know" law is the knowledge of hazardous materials, and the care necessary to protect health and ensure safety, and is both the employee's responsibility as well as the employers. All supervisors are responsible for the Health and Safety in their work area, and will require fellow employees and people who enter their work area to observe established procedures

ARTICLE III - OPERATIONAL PROCEDURES OF THE TOWN OF CAMP VERDE WASTEWATER DIVISION

SECTION 1. TOWN AND CONSUMER RESPONSIBILITIES

A. TOWN REPONSIBILITIES

1. The Town shall enforce mandatory connections when the public sewer is available as required in these Policies.
2. If ADEQ or Environmental Services determines that a private sewage disposal system within the Town has failed that property owner shall be required to connect to the public sewer system. Abandonment of the private sewage disposal system will be done in accordance with the U.P.C. and ADEQ or Environmental Services regulations.
3. The Town requires any property not previously connected to the public sewerage system to connect upon change of ownership.

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4. The Town will issue a permit for connection to the sewer, which requires a clean-out opening to grade at property line for access from lateral to main on all new construction. The Town requires a back flows preventer at all times. The Town requires that installation of the line shall be done in accordance with the U.P.C. as approved by the Town of Camp Verde. The Town shall not be responsible for the installation, maintenance or inspection of the consumer's service line, piping, and apparatus or for any defects therein. Payment of appropriate permit, hookup and inspection fees shall be required before the sewer connection is approved.

5. In accordance with the EPA National Pretreatment Program (40 CFR 403). When the character of the sewage or industrial waste from any commercial, industrial or manufacturing plant, building or premises as approved by the Town of Camp Verde may be such that it imposes a burden upon the sewerage system of the Town, the Town shall require such users to dispose of such waste and prevent it from entering the system or to provide, at the user's expense, preliminary treatment including but not limited to installation of skimming tanks or grease traps that will reduce the characteristics of the sewage to acceptable levels. Any User adding waste that imposes a burden on the Plant can be subject to fines and fees to remedy the burden.

6. If the admission into the public sewerage system entails any waters or wastes determined by analysis to negatively impact the treatment process, then pretreatment by the user shall be required.

7. If industrial wastes are to be discharged to the public sewerage system, the Town requires the owner to comply with the regulations of ADEQ including compliance with the Industrial Cost Recovery System of the Federal EPA regulations. The Town requires control manholes for sampling and measuring of such industrial wastes. These shall be installed and maintained by the owner, at his expense, for the Town to test and analyze characteristics of water and waste.

8. The Town shall insure that any connections to the public sewerage system do not adversely impact the discharge permit issued to the Town.

9. The Town may discontinue sewer access to prevent fraud or abuse, because of owner's willful disregard of or refusal to comply with Policies. The Town will institute legal remedies for nonpayment of amounts due.

B. CONSUMER RESPONSIBILITIES

1. When public sewer is available all properties shall connect to the public sewerage system.

2. No person shall maliciously, willfully or negligently break, damage or destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is part of the Town sewerage system. Any person who causes damage to the

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Town's sewerage system shall be liable to the Town for all costs incurred to correct the damage. The definition of damage may include but is not limited to repairs, additions, and spillage of sewerage and illegal discharges.

3. No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof run-off, sub-surface drainage, cooling water, or industrial process waters to any sanitary sewer.

4. No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:

a) Any liquid or vapor having a temperature higher than 140 degrees F which will accelerate the biodegradation of wastes and thereby the formation of hydrogen sulfide in the sewer system or inhibit biological activity in the wastewater treatment facilities.

b) Any water or waste which may contain more than 25 milligrams per liter of non-biodegradable oils of mineral or petroleum origin or 100 parts per million by weight of fat, oil or grease.

c) Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.

d) Any garbage that has not been properly shredded.

e) Any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure, rocks, or any other solid or viscous substance capable of causing obstruction to the flow in sewers or other interference with the proper operation of the system.

f) Any water or wastes having a pH lower than 5.5 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment and/or personnel of the sewerage works.

g) Any water or wastes containing a toxic or poisonous substance in sufficient quantity to constitute a hazard to humans or animals, or create any hazard to receiving waters of the sewerage system.

h) Any water or wastes containing suspended solids of such character and quantity that requires unusual attention or expense to handle at the treatment plant.

i) Any noxious or malodorous gas or substance which either singly or by interaction with other wastes, is capable of creating a hazard to life, or preventing human entry into manholes for their maintenance and repair or capable of creating a public nuisance.

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j) Any substance whose physical, chemical or electrical properties might be such as to interfere with any phase of the operation of the sewerage system.

5. The user shall install all grease, oil, sand, lint interceptors or traps as required. These apparatuses shall be maintained by the owner, at his expense to be in a continuously maximal operational condition in accordance with the manufacturer's instructions. The Division will report violations to the appropriate administrative authority.

6. The user, if required to provide preliminary treatment of any waters or waste, shall maintain such appurtenances continuously in satisfactory and effective operation at his expense.

7. If connection to the sewerage system requires a lift station or other special facility, these shall be installed in accordance with specifications of a licensed engineer, at the expense of the owner, unless otherwise agreed to in a Development Agreement. The Town must approve such facilities prior to installation. The appurtenances may become the responsibility of the Town if an easement is approved by the Town Council and recorded to the Town.

8. The user's lines shall be installed in such manner as to prevent cross connection between potable drinking water and the sewer lines.

9. No unauthorized person shall uncover, make any connections with or opening into, use, alter or disturb any public sewer or appurtenance thereof without first obtaining a written permit.

SECTION 2. REGULATION OF PRIVATE SEWAGE DISPOSAL SYSTEMS

When a public sewer is available, the owner of the property obtaining permits for new construction shall connect to the sewer. In the event public sewer is not available the following applies to private sewage disposal systems:

A. The property owner shall obtain a permit for installation of a septic tank from the administrative authority. The user of any septic tank or other private means of sewage disposal is responsible for installation, maintenance and operation. All private sewage disposal systems will meet the requirements of the appropriate administrative authority.

B. It shall be mandatory that when a public sewer is available a direct connection shall be made within six (6) months.

C. All connections to the Town sewerage system shall be made pursuant to the Policies of the Town, in compliance with the U.P.C. and ADEQ regulations and be subject to the payment of all appropriate fees before the sewer connection is approved.

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D. If a user believes that the requirement for connection under any of the above conditions creates an undue hardship, that person may appeal to the Town Council.

SECTION 3. PUBLIC SEWER USE AND CONNECTION PROCEDURE

A. EXISTING DEVELOPED PROPERTIES

In addition to the Policies outlining consumer responsibilities and regulations for issuance of a permit to connect to public sewer, the following conditions apply to existing properties:

1. Building or house sewer connections on the owner's premises shall be so arranged as to provide service to one lot. If additional service is required, it will be considered as a separate and individual account. Any existing private sewage disposal systems shall be abandoned in accordance with the U.P.C. and Environmental Services (ADEQ) regulations.
2. The owners house or building service line, sewer connection and appurtenances shall be installed and maintained by the owner, at the owner's expense, in a safe and efficient manner and in accordance with the Town's policies and procedures and in full compliance with the U.P.C. and regulations of ADEQ
3. Any connection from the owner's property to the public sewerage manhole or interceptor line is the responsibility of the owner, subject to approval of the Town.
4. No building sewer will be connected to the building connection until all appropriate fees have been paid and the connection has been inspected and approved by the Town or other appropriate administrative authority.

B. NEW DEVELOPMENTS

In addition to the Policies outlining consumer responsibilities and the regulations contained in the issuance of permit to connect to the public sewer, the following conditions apply to all new developments, subdivisions, non-residential facilities, condominiums and apartments.

1. All property owners seeking to develop or improve any real property through the construction of any improvements greater in density and use than a single-family dwelling shall obtain a joint construction and operation permit. Copies of plans submitted to the Town of Camp Verde must be submitted to the Wastewater Division to insure compliance with the Sewer Policies. Monthly user fees will be calculated from the UPC discharge tables. In the case of new subdivisions, the preliminary plans for the subdivision must be submitted to the Town for approval. Upon construction and sale, it is the owner/agent's responsibility to inform the buyer that they must establish an account with the Town prior to occupancy.

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2. It shall be the responsibility of the owner to provide, construct and maintain all sewer lines connecting the improvements located on the property to the existing public sewerage system, including the construction of new collector sewers, both on and offsite. If stipulated by the Town Council, the owner at no cost to the Town may convey all such sewer lines to the Town, upon the recording of easements necessary to insure a public right of way along all sewers to be maintained and operated by the Town.

3. Where any person incurs costs for line extension, which would potentially benefit other users within the Town they may recoup some of their costs in the following manner: It is the policy of the Town to require the payment by the owner (the 'Additional Party or Parties') of each lot or parcel of such lot or parcel's proportionate share of the costs of eight inch in diameter or larger sewer lines that have been paid for and constructed by other private parties and connected to the Town's wastewater collection system (the "System"). Such payments from the Additional Party or Parties are to be based on the actual costs paid by the private party(ies) to construct such line, as are on file with the Town and approved by the Town's Town Council, prior to the additional party's connection to the System through such privately financed line. Such payments shall be based on the ratio that the lot or parcel to be connected to the Town's wastewater collection system bears to the land within the Town that could reasonably connect to the system through such privately financed sewer line. The payment will be made to the Town for the benefit of the person(s) or entities that financed the line at the time the Additional Party or Parties apply to connect to the System, and for the payment of such amount to the private party, upon approval of the Town Council for twenty (20) years after the line is constructed. After the twenty (20) year time limit the Town will retain all further payments. Nothing in this policy statement shall be construed to bar the Town from offsetting any moneys received from the Additional Party or Parties against any delinquent sewer service charges or special assessments owed to the Town by the private party or parties that financed the sewer line.

4. Back flows preventers, are required by the Town, at the owner's expense.

5. New connections require SDR26 piping with Bell and Spigot type connections. Commercial lines are to use 6 inch lines to connect to the sewer system.

6. No building sewer will be connected to the public sewer until all fees have been paid and the connection has been inspected and approved by the Town.

SECTION 4. FEES AND CHARGES

The fees for permits for private sewage disposal systems or to connect to the sewerage system of the Town are reviewed and published annually by the Town Council and are found in attachments to these Policies. Fees may include, but are not limited to the following:

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A. CONNECTION FEES

All fees are payable at the time of application for the joint use and connection permit. These fees apply toward repair, replacement or the expansion of the sewerage system of the Town, or other unusual costs as approved by the Town Council.

B. INSPECTION FEES

An inspection fee shall be charged by the Town to cover actual costs for inspecting the connections of any improvements to the sewerage system of the Town. This inspection fee shall be payable in addition to the connection fee as described above. Re-inspection will be charged for multiple visits if needed to correct mistakes at current inspection fee rate.

C. NEW SUBDIVISION AND DEVELOPMENT FEES

1. Connection fees required for residential subdivisions, business, industrial, or other nonresidential uses shall be due and payable at the time of execution of the written agreement for sewer service between the owner and the Town.

2. If the Town requires a pipe size greater than necessary to serve the development, the Town shall credit against the connection fee, an amount equal to the difference in cost between the oversized facility and the facility that would be required by the development. In no event shall this authorize a cash payment from the Town to the owner.

3. Acceptance of any proposed agreement for sewer service pursuant to the provisions of paragraphs 1 and 2 above is conditioned upon the feasibility of providing sewer service as may be determined by an engineering review.

D. PRELIMINARY AND FINAL PLAN CHECK FEES

1. Should the Town require an engineer's plan review for preliminary and/or final plans, the applicant will pay for this fee.

2. Such fees shall be paid prior to the connection to the system and shall be separately charged and collected for each set of plans submitted to the Town.

E. MONTHLY USER FEES

1. A monthly service charge for use of the sewerage system, including operation, maintenance, repair and replacement of the treatment plant, shall be paid for all properties connected to the public sewer. The monthly sewer charge shall commence upon inspection and acceptance of the sewer connection for residential or other uses, and is calculated in accordance with UPC Discharge Capacity Tables.

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The property owner shall be billed and is responsible for the payment of all monthly charges for all units located upon his property.

2. Monthly charges are for calendar months and will be billed on or before the 25th of each calendar month. Such charges will be delinquent if not paid by the 10th of the following month. A one-time late fee of 5 dollars per occurrence or 1-1/2⁰/0 of the unpaid balance whichever is greater will be added to any bill that remains delinquent for 30 days, and a like surcharge will be added for each 30-day period thereafter that the bill remains delinquent.

3. The Town may file a lien on property for the nonpayment of user fees for services provided to the property if the fees are delinquent for more than ninety days. At least thirty days before filing the lien, the Town shall provide written notice to the owner of the property and shall include a notice of an opportunity for a hearing before the Town Council or their designated agent. The notice of lien shall be personally served on the property owner or mailed by certified mail to the property owner's last known address or to the address to which the most recent property tax assessment was mailed. The unpaid user fees are a lien on the property from the date of recording in the office of the County Recorder in which the property is located until the fees and all costs are paid. A sale of the property to satisfy a lien assessed pursuant to this section shall be made on a judgment of foreclosure and order of sale. The Town may bring an action to foreclose the lien in the Superior Court in the County in which the property is located any time after recording. Failure to foreclose the lien does not affect its validity. The recorded unpaid user fees are prima facie evidence of the truth of all matters recited in the recording and of the regularity of all proceedings before the recording. The Town shall add all costs incurred by the Town including interest, attorney fees and costs in filing and enforcing the lien, to the unpaid user fees, and the costs are a liability of the property owner payable from the proceeds of the sale. Prior assessment of unpaid user fees pursuant to this section does not bar a subsequent assessment pursuant to this section, and any number of liens on the same parcel of property may be enforced in the same action.

4. A fee will be charged for Not Sufficient Funds (NSF) returned checks.

5. All fees are reviewed annually by the Town Council in public hearing and published as required by Statute. Users will be notified by June of any changes, which will be effective July 1.

F. SEPTAGE DUMPING

1. Any individual, owner or company shall establish a customer account with the Town prior to dumping at Town facilities.

2. This account will be billed on or before the 10th of each month and shall be due and payable by the 25th of that month.

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3. Rates are as established in the fee schedule of the Town.
4. Customers will follow the septage receiving regulation provided to them by the Town or will have dumping privileges suspended.

G. DISCONNECTION/RECONNECTION

Whenever the Town shall have disconnected any sewer service on unoccupied property for failure to pay, the property shall not be reconnected to the sewerage system until all delinquent sewer charges are paid in full, including a reconnection charge as set forth in Town adopted Fee Schedule. The Town may additionally require a deposit to cover future sewer services in an amount not to exceed one years-estimated sewer charges before the property is reconnected to the public sewer. All labor, material and equipment costs incurred to disconnect and reconnect shall be billed to the owner in addition to the delinquent sewer charges and reconnection charge, and deposit.

The Wastewater Division may cutoff service to the property for the nonpayment of user fees for services provided after ninety (90) days. At least thirty days before terminating services, the Town shall provide written notice to the owner of the property and shall include a notice of an opportunity for a hearing before the Town Council or their designated agent. Upon receiving direction to shut off services; the Wastewater Division with an escort if needed; provided by the Town Marshal Office; will disconnect, block or impede sewer flow. They will also notify Yavapai County and the Town Building Inspectors of the lack of habitability of the structure. Water service may be disconnected at this time to ensure no overflow of sewage.

A disconnect fee will be charged to the account at that time. If water is turned off a reconnection fee may be applied by the water company. If a business or residence is unable to pay for the services already received, then they have an opportunity upon receipt of the written notice to setup a repayment schedule with the Town Finance Director.

It is a Crime Against Property to tamper or remove a utility service lock. Any tampering or removal of the locking device may result in criminal charges.

H. ACCOUNT TRANSFER FEE

Whenever there is a material change in responsibility for paying a sewer service fee, the newly responsible party shall notify the Town of the change and pay an account transfer fee, if applicable.

I. ANNEXATION FEE

Any property owner who wishes to annex property to the Town to acquire sewer service shall pay the costs of annexation incurred by the Town. The owner of

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property to be annexed must comply with all statutory requirements. All other tax assessments for Operation and Maintenance, connection fees and monthly user fees will be in accordance with the Policies of the Town.

J. SERVICE BY CONTRACT

Any property owner or entity that wishes to connect to the Town of Camp Verde Sanitary sewerage system, and is located outside the Town boundaries can make application to the Town Council for a service contract. Cost of connection to the sewerage system is the responsibility of the owner/entity and all fees of the Town shall apply as outlined in the fee schedule of the Town. In addition, the monthly user fee for each property will be increased to include the tax levy amount paid by like properties within the Town.

SECTION 5. PRIOR AGREEMENTS

The Town may have pre-existing agreements, which address the reservation of capacity in the Town's treatment works, or charges to be collected by the Town in providing wastewater treatment services or reserving capacity.

ARTICLE IV. REGULATIONS

SECTION 1. PERMITS

A. ISSUANCE OF PERMIT TO CONNECT TO THE PUBLIC SEWER

1. Joint Construction and Operation permit

A permit shall be a joint construction and operation permit, unless otherwise determined by special conditions, provided that the permittee complies with the Policies of the Town and all ordinances and laws of local, state and federal authorities.

2. Building Permit Requirement

Parties applying for a connection permit shall have a) a valid building permit from the Town or b) be required by the Town to connect to the sewer.

3. Allowable Discharges

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Discharges into the sewerage system constructed under this permit shall consist of sanitary sewage only. The permittee is advised that a proposed system is constructed, operated and maintained at the sole risk of the permittee.

4. Adequacy of Design

The adequacy of the design or the materials used shall rest solely with the permittee, and the issuance of a permit shall not relieve permittee of responsibility, nor constitute a waiver of any other applicable requirements. All parties receiving a permit for connection to the public sewer shall provide to the Town upon completion of the installation, a copy of reproducible "as built" plans and specifications, and additionally, one set of blueprints for the sewer system installed in accordance with the plans and specifications as originally submitted, or amended.

5. Costs

The sewerage system or facilities, for which the permit is issued connecting to the public sewer, shall be constructed, operated and maintained at no cost to the Town, in accordance with Town rules and regulations. The permittee agrees to pay all costs of the joint construction and use permit at time of application. Further, in the event payment is not made the permittee understands that the Town will not approve connection to the sewerage system and will record a lien against the interest of the permittee in the property or improvement affected by this permit, and that said lien shall be foreclosed in the same manner as a mechanics or material lien.

6. Change of Use

The owner or occupant of any building served under this permit shall not cause or permit a change of use without obtaining written permission from the Town.

7. Course of Construction and Usage

The permittee shall be solely responsible for and shall defend, indemnify and save harmless the Town from and against any and all claims, costs, damages, or expenses the Town may suffer or incur, sustain or become liable for on account of any injury to, or death of, any person or persons, or any damage to, or destruction of, any real or personal property that may be caused by the construction, use, state of repair, operation and maintenance of the proposed facilities arising out of or in consequence of the issuance of this permit.

8. Construction Inspection

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All construction, under this permit, is subject to the Policies of the Town. A 48-hour notice is requested for all inspections. All sewer construction from property line to public sewer, including the cleanout required at property line, and back flows preventers if required by the Town, shall be inspected and approved by the administrative authority prior to the backfilling.

9. Third Parties

This permit does not grant the right or authority to the permittee: a) to construct or encroach upon any other parties, b) to construct outside of the annexed boundaries of the Town, c) to assign or transfer this permit.

10. Expiration

This permit shall expire if construction has not started within one (1) year from the date of issue, unless the administrative authority has granted an extension.

11. Revocation

The Town relies upon the statement and representations made by the permittee or agent. Any incorrect statements or representations shall be cause for revocation of this permit. All amounts due the Town shall immediately become due and payable upon revocation.

B. SEPTAGE/SLUDGE RECEIVING

1. No septage or sludge will be received from any individual or company without an open account or other financial arrangements with the Town.

2. At the beginning of each and every calendar year a copy of the WAS analysis report for material being delivered to the plant as provided to ADEQ for the BioHazards Annual Report (AAC-18-9-1005) shall be provided to the Town. Without this report on file, the operator may pull a sample and hold it until the copy of the report has been received. Failure to submit the report may result in suspension of dumping privileges for the generator.

3. The operator may require additional testing and sampling at his discretion, but not less than once a year.

4. All septage or sludge received shall be discharged under the direct supervision of the operator on duty.

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5. All septage or sludge shall be manifested as to the quantity, origin and nature of the load, signed and dated by the generator.

6. Inadequate paperwork or discrepancies between the generator manifest and the hauler receipt will be grounds for rejection of load.

7. A wastewater classifier test strip may be used to determine possible impact on the treatment process. A strip test will be used if the operator has questions as to the nature of the load or has concerns that the content of the load can contaminate the system or a sample may be retained and preserved for future testing should an upset to the system occur. Any costs of test and/or analysis reports will be the responsibility of the generator.

8. No toxic or hazardous waste will be accepted as stated in the Rules and Regulations, Policies and Procedures of the Town. This includes, but is not limited to animal byproducts, petroleum-based products or grease trap contents. (See Grease regulation).

9. Haulers or generators not observing the septage/sludge receiving regulation, depending on the severity of the infraction as determined by the operator, may have dumping privileges suspended.

10. If at any time there is a compromise in the performance of the treatment system, all septage or sludge receiving will be discontinued until such time as the system has recovered.

C. GREASE

1. General

Traps, Interceptors and Separators shall be provided to prevent the discharge of oil, grease, sand and other substances harmful or hazardous to the building drainage system, the public sewer, the private sewage disposal system or the sewage treatment plant or processes.

Traps, Interceptors and Separators shall be installed:

- a) at new facilities
- b) at existing facilities, not equipped with a Trap, Interceptor or Separator, when additions, alterations or remodel are done which increase servicing volume, seating capacity, changes to the menu, etc.

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c) at existing facilities, equipped with a Trap, Interceptor or Separator when additions, alterations or remodel are done which increase servicing volume, seating capacity, changes to the menu, etc.

d) at existing facilities not equipped with a Trap, Interceptor or Separator, which has caused a blockage or is contributing to FOG build-up in a Town Sewer system.

2. Grease interceptors and automatic grease removal devices required.

a) A grease interceptor or automatic grease removal device shall be required to receive the drainage from fixtures and equipment with grease-laden waste located in food preparation areas, such as in restaurants, hotel kitchens, hospitals, school kitchens, bars, factory cafeterias and clubs. Fixtures and equipment shall include service/mop sinks, pot sinks, pre-rinse sinks; soup kettles or similar devices; work stations; floor drains or sinks into which kettles are drained; automatic hood wash units and dishwashers without pre-rinse sinks. Grease interceptors and automatic grease removal devices shall receive waste only from fixtures and equipment that allow fats, oils or grease to be discharged. Where lack of space or other constraints prevent the installation or replacement of a grease interceptor, one or more grease interceptors shall be permitted to be installed on or above the floor and upstream of an existing grease interceptor.

b) Construction

All Traps, Interceptors and Separators shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. Traps, Interceptors and Separators shall be watertight, and equipped with easily removable covers. Covers shall be gastight and watertight.

c) Cleaning & Maintenance

Cleaning and maintenance must be performed when total volume of captured oil, grease and solids material displaces more than 25 percent of the total volume of the Trap, Interceptor or Separator or when the pH of a sample taken from the effluent side of the interceptor drops below 5.0 or when odor generation becomes a health issue or when the Town inspection determines a cleaning is necessary.

d) Maintenance Records

All Traps, Interceptors and Separators shall be maintained by the user in efficient operating condition at all times. Written records and documentation of all cleaning,

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repair, calibration, and maintenance shall be maintained at the facility for a minimum of three (3) years and be made available upon request.

e) Maintenance Inspection

All Traps, Interceptors and Separators shall be inspected by the Town of Camp Verde during normal working hours. Inspection results shall be made available to person, firm or corporation in reasonable charge of the Traps, Interceptors and Separators. Town of Camp Verde staff shall require correction in order to enforce the Town of Camp Verde pretreatment regulations.

f) Skimming

Skimming, decanting or discharging of removed waste or wastewater back into any Traps, Interceptors and Separators or any appurtenance of the wastewater collection system is strictly prohibited.

g) Pumping

All oil, sand and grease Interceptors shall be pumped out or cleaned out completely not less than once every 90 calendar days. Grease traps must be cleaned out completely not less than once every 30 calendar days. Traps and interceptors shall be cleaned more frequently when necessary or required.

3. Self-Cleaning

Establishments electing to become Grease Trap Self-cleaning Operators shall petition for approval from the Town prior to removing grease from their own grease trap(s) provided:

a) The grease trap is no larger than fifty (50) gallons/one hundred (100) pounds in liquid/operating capacity;

b) Approved on-site material disposal methods are implemented (e.g. absorb liquids into solid form and dispose into trash and or filtration process;

c) Grease trap waste is placed in a leak proof, sealable container.

d) Detailed records on the activities are maintained.

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4. Self-Cleaning Record Keeping

Self-cleaners shall adhere to all the requirements for procedures and detailed record keeping outlined in the Town of Camp Verde approved method Standard Operating Procedure (SOP) for Self-Cleaning. A maintenance log shall be kept by self-cleaning operators that indicates, at a minimum, the following information:

- a) A thirty (30) day cleaning cycle is being maintained;
- b) Date the grease trap was serviced;
- c) Name of the person or company servicing the grease trap;
- d) Waste disposal method used;
- e) Amount of grease (in gallons) removed and disposed of;
- f) Signature of the designated RESPONSIBLE PARTY after each cleaning that certifies that: all grease was removed and disposed of properly; the grease trap was thoroughly cleaned; and all parts were replaced and in operable condition.

5. Violations

Violations incurred by grease trap self-cleaners shall will be subject to enforcement action and removal from the self-cleaning program. Should the Town of Camp Verde inspector determine that the required Self Cleaning procedures are not being followed as required per Town of Camp Verde SOP, the facility shall must then contract out the device to be cleaned by a Yavapai County licensed and Town of Camp Verde approved waste hauler.

6. Cleaning Frequency

All grease interceptors shall be pumped out and/or cleaned out completely not less than once every 90 calendar days using a Yavapai County licensed waste hauler. Grease traps must shall be pumped and cleaned every 30 days. Traps and interceptors shall also be cleaned more frequently when the Town inspector determines it necessary or required.

- a) Any person who owns or operates a grease trap of 50 gallons in liquid/operating capacity or less, may petition the Town of Camp Verde Wastewater

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Division, in writing, for a modification from the ordinance required 30-day cleaning schedule to a 60 or 90-day maximum timeframe.

b) A documentation process of the trap shall be required prior to granting any extension. The trap cleaning extension can be rescinded during the inspection process should the inspector determine the device has fallen out of compliance.

7. Use

Traps, Interceptors and Separators shall be single user only. When an interceptor can be safely used by multiple user (e.g. food courts), multiple users may be allowed when approved by the Town of Camp Verde. Multiple facilities operated by the same person, firm or corporation may be allowed to connect to a single Interceptor when approval from the Town of Camp Verde. The person, firm or corporation in reasonable charge of the Trap, Interceptor or Separator shall take any and all steps necessary to assure adequacy which includes repair, modification or replacement.

8. Sizing

All Traps shall be properly sized in accordance with UPC.

9. Size Modification

Modifying the size of any Trap shall only be done when sizing allows the modification per UPC. Modifying the size of any Trap shall not be done without the approval of the Town of Camp Verde.

10. Domestic Wastewater

Domestic wastewater shall not be discharged to the Interceptor.

11. Minimization Plan

All facilities required to install and operate a Trap, Interceptor or Separator shall develop and implement a Waste Minimization Plan pertaining to the disposal of grease, oils, and food bearing wastes.

12. Best Management

All establishments requiring a Trap, Interceptor or Separator shall adopt BMP's (Best Management Practices) for handling sources of floatable oils, fat or grease

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originating within their facility. Proof of employee training in BMP's shall be shown to the Town of Camp Verde Wastewater Department upon request.

13. Wastewater Temperature

Discharge of wastewater with temperatures in excess of 140 degrees F. or pH of less than 5.0 to any grease control device, including grease traps and grease interceptors, is prohibited.

14. Other Fixtures

Toilets, urinals, and other similar fixtures shall not discharge through a Grease Interceptor.

15. Approval.

The size, type and location of each interceptor and of each separator shall be designed and installed in accordance with the manufacturer's instructions and the requirements of this section based on the anticipated conditions of use. Wastes that do not require treatment or separation shall not be discharged into any interceptor or separator.

D. Minimization Program

The applicant shall establish and submit a written Minimization Plan (maintenance program) outlining specific methods (Best Management Practices) the facility will use on a daily basis to reduce the discharge of oil and grease as well as solids from entering the interception device and ultimately, the Town sewer system. This plan shall be acceptable to and approved by the Town of Camp Verde Wastewater Division. The approved document shall accompany the permit application.

1. Discharge Permit

This document will be used in lieu of a discharge permit to assist with enforcing all Town codes, policies and regulations.

E. Grease interceptors

1. Location

All interceptors shall be approved and shall be located to be readily and easily accessible for cleaning and inspection.

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2. Food waste grinders

Where food waste grinders connect to grease interceptors, a solids interceptor shall separate the discharge before connecting to the grease interceptor. Solids interceptors and grease interceptors shall be sized and rated for the discharge of the food waste grinder. Emulsifiers, chemicals, enzymes and bacteria shall not discharge into the food waste grinder.

3. Grease interceptors and automatic grease removal devices not required.

A grease interceptor or an automatic grease removal device shall not be required for individual dwelling units or any private living quarters.

4. Hydro-mechanical Grease Interceptors, Fats, Oils and Greases Disposal Systems and Automatic Grease Removal Devices Hydromechanical grease interceptors; fats, oils, and greases disposal systems and automatic grease removal devices shall be sized in accordance with ASME A112.14.3, ASME A112.14.4, ASME A112.14.6, CSA B481.3 or PDI G101. Hydromechanical grease interceptors; fats, oils, and greases disposal systems and automatic grease removal devices shall be designed and tested in accordance with ASME A112.14.3, ASME A112.14.4, CSA B481.1, PDI G101 or PDI G102. Hydromechanical grease interceptors; fats, oils, and greases disposal systems and automatic grease removal devices shall be installed in accordance with the manufacturer's instructions. Where manufacturer's instructions are not provided, hydromechanical grease interceptors; fats, oils, and greases disposal systems and automatic grease removal devices shall be installed in compliance with ASME A112.14.3, ASME A112.14.4, ASME A112.14.6, CSA B481.3 or PDI G101.

This section shall not apply to gravity grease interceptors.

5. Grease interceptors shall have the grease retention capacity indicated in Table E for the flow-through rates indicated.

6. Rate of flow controls.

Grease interceptors shall be equipped with devices to control the rate of water flow so that the water flow does not exceed the rated flow. The flow-control device shall be vented and terminate not less than 6 inches (152 mm) above the flood rim level or be installed in accordance with the manufacturer's instructions.

F. Automatic grease removal devices.

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Where automatic grease removal devices are installed, such devices shall be located downstream of each fixture or multiple fixtures in accordance with the manufacturer's instructions. The automatic grease removal device shall be sized to pretreat the measured or calculated flows for all connected fixtures or equipment. Ready access shall be provided for inspection and maintenance.

G. Oil separators required.

At repair garages, car-washing facilities, at factories where oily and flammable liquid wastes are produced and in hydraulic elevator pits, separators shall be installed into which all oil-bearing, grease-bearing or flammable wastes shall be discharged before emptying into the building drainage system or other point of disposal. Exception: An oil separator is not required in hydraulic elevator pits where an approved alarm system is installed.

1. Separation of liquids.

A mixture of treated or untreated light and heavy liquids with various specific gravities shall be separated in an approved receptacle.

2. Oil separator design.

Oil separators shall be listed and labeled, or designed in accordance with UPC.

3. General design requirements.

Oil separators shall have a depth of not less than 2 feet (610 mm) below the invert of the discharge drain. The outlet opening of the separator shall have not less than an 18-inch (457 mm) water seal.

4. Garages and service stations.

Where automobiles are serviced, greased, repaired or washed or where gasoline is dispensed, oil separators shall have a capacity of not less than 6 cubic feet (0.168 m³) for the first 100 square feet (9.3 m²) of area to be drained, plus 1 cubic foot (0.28 m³) for each additional 100 square feet (9.3 m²) of area to be drained into the separator. Parking garages in which servicing, repairing or washing is not conducted, and in which gasoline is not dispensed, shall not require a separator. Areas of commercial garages utilized only for storage of automobiles are not required to be drained through a separator.

H. Sand interceptors in commercial establishments.

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Sand and similar interceptors for heavy solids shall be designed and located so as to be provided with ready access for cleaning, and shall have a water seal of not less than 6 inches (152 mm).

I. Laundries.

Laundry facilities not installed within an individual dwelling unit or intended for individual family use shall be equipped with an interceptor with a wire basket or similar device, removable for cleaning, that prevents passage into the drainage system of solids 1/2 inch (12.7 mm) or larger in size, string, rags, buttons or other materials detrimental to the public sewage system.

J. Bottling establishments.

Bottling plants shall discharge process wastes into an interceptor that will provide for the separation of broken glass or other solids before discharging waste into the drainage system.

K. Slaughterhouses.

Slaughtering room and dressing room drains shall be equipped with approved separators. The separator shall prevent the discharge into the drainage system of feathers, entrails and other materials that cause clogging.

L. Venting of interceptors and separators.

Interceptors and separators shall be designed so as not to become air bound where tight covers are utilized. Each interceptor or separator shall be vented where subject to a loss of trap seal.

M. Access and maintenance of interceptors and separators.

Access shall be provided to each interceptor and separator for service and maintenance. Interceptors and separators shall be maintained by periodic removal of accumulated grease, scum, oil, or other floating substances and solids deposited in the interceptor or separator.

N. Periodic Inspection

All Traps, Inceptors and Separators shall be subject to periodic inspections by the Town of Camp Verde Wastewater Department during normal operating hours. These inspections can be based on an annual inspection or when a complaint is

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registered with the Town regarding a grease-removal device. Should the inspection of any Trap, Interceptor or Separator indicate a violation of any item in (1) thru (4) below, the person, firm or corporation in reasonable charge shall to bring the device into compliance within the timeframe noted on the Notice of Violation, but not longer than 14 calendar days. (1) If 25% of the interceptor is full; both surface (oil and grease) and bottom (solids). (2) When OSHA (Occupational, Safety and Health Administration) atmospheric levels of Hydrogen Sulfide limits have been exceeded – “Short Term Exposure Limit” (STEL) of 15 ppm over a 15-minute time-weighted average. When the “Immediately Dangerous to Life and Health” (IDLH) level is 100 ppm or above, immediate action shall be performed to return the level of Hydrogen Sulfide to safe and acceptable limits. If the violation cannot be immediately resolved, all use of the Trap, Interceptor or Separator shall cease until compliance is obtained. (3) When pH in the effluent chamber falls below 5.0 – which is an unhealthy anaerobic interceptor condition.

O. Enforcement

Regular maintenance of a Trap, Interceptor or Separator is required. The person, firm or corporation in reasonable charge shall receive a Notice of Violation when any Trap, Interceptor or Separator falls into noncompliance. Violations shall be resolved within the time-frame stated on the Notice of Violation. Violations not resolved within the time-frame stated on the Notice of Violation shall be subject to Town of Camp Verde Code, Article 1, Section 8, and shall be referred to the Town Prosecutor for resolution.

P. Maintenance

Any Trap, Interceptor or Separator not adequately maintained to prevent floatable oils, fat or grease from entering the sewerage system or produce excessive odors shall be in violation of Town codes and ordinances.

Q. Unsatisfactory Evaluations

Any facility with a Trap, Interceptor or Separator receiving more than one (1) unsatisfactory evaluation within a 90-day period shall be subject to penalties as stipulated in the Town of Camp Verde Fee Schedule or other corrective legal actions as provided for in the Town of Camp Verde Code Article 1 Section 8. This shall include having sewer service discontinued.

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R. Clearing Obstructions

The Town shall take appropriate action to clear any obstruction of a Town sewer that causes a sewer overflow. When the obstruction is found to be caused by an overburdened or non-maintained Trap, Interceptor or Separator, the person, firm or corporation in reasonable charge of the Trap, Interceptor or Separator shall receive a Notice of Violation and subject to appropriate enforcement actions as stipulated in the Town of Camp Verde Code Article 1 Section 8. Any establishments that continuously violates the Town's policies shall be subject to the penalties outlined in Town of Camp Verde Code, Article 1, Section 8. This shall include having sewer service discontinued.

S. Contain and/or Clean Up

Should the Town of Camp Verde find it necessary to contain and/or clean up a Sanitary Sewer Overflow caused by blockage of private or public sewer lateral or system, all associated cost shall be the responsibility of the person, firm or corporation in reasonable charge of the property.

T. Repairs or Replacements

When repairs or replacements are necessary to a Trap, Interceptor or Separator, all repairs or replacements shall be completed within the time frame stated on the Notice to Comply. The Town may authorize a time extension, not to exceed 30 days, for justifiable cause.

U. Grease Removal

The person, firm or corporation in reasonable charge shall remove and dispose of grease at a facility permitted to receive and process such waste. Cleaning frequencies shall be dependent on the amount of oil, grease or solids generated at each operation, the size of the grease trap or interceptor, and the approved Written Minimization Program, but not to exceed 30 day intervals for Traps and 90 day intervals for Interceptors. Traps and Interceptors shall be cleaned by a licensed contractor

1. Wastewater Division personnel will conduct a monthly inspection of all pretreatment facilities within the collection system.
2. Any facility found to be out of compliance with the Rules and Regulations of the Town will be issued a Notice of Violation. This notice will give

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the facility owner three (3) consecutive days from the inspection date to resolve the violation and call the Town of Camp Verde Wastewater Division for a re-inspection.

3. If the required repairs have not been made and an inspection appointment made within the three-day time limit a \$500 per day fine may be assessed until the facility is brought into compliance.

4. If WASTEWATER DIVISION personnel are unable to gain access to the site for the inspection the facility will be considered to be in violation and the \$500 per day fine may be assessed immediately and continue until the facility has been inspected and found to be in compliance.

5. The owner will be responsible for all costs associated with the clean-up and removal of any debris. If debris must be cleaned from the lateral line it must be collected and removed at the nearest downstream manhole with WASTEWATER DIVISION personnel present.

6. Any inspection costs will be the responsibility of the owner.

V. Plan Review

When an Engineer is used to review plans the Town will bill the applicant at cost for each set of plans and for each revision. Property of owners notified of collection status will be liened by the Town per Article III, Section 4.

W. Failure to Connect

In accordance with Article III, Section 1 Town and Consumer Responsibilities when public sewer is available all properties shall connect to the public sewerage system. Failure to do so could result in any or all of the following:

1. An availability fee to be charged monthly at the rate of $\frac{1}{2}$ the maximum user fee or as set by Town of Camp Verde Fee Schedule.
2. A court case filed to obtain an injunction against the property owner. The property owner could also be liable for all of the Town's court costs.
3. Compulsory connection. The Town could connect the property to the collection system and abandon the septic tank. The costs for this would be added to the customer's monthly bill.

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SECTION 2. TABLES

The following Tables are provided for information only purposes to summarize mean values of the following:

TABLE A - FIXTURE UNITS AS DETERMINED BY UPC

Note: Unit equivalent of fixtures and devices not shown in this table shall be based on the rated discharge capacity in gpm (gallons per minute) as shown on discharge capacity table below.

Kind of Fixture	Units		Kind of Fixture	Units
Bathtubs	2		Sinks, bar, private	1
Bidets	2		Sinks, commercial or industrial, schools, etc. including dishwashers, wash up sinks, and wash fountains (2" waste)	3
Clothes washers*	2		Sinks, flushing rim, clinic	6
Dental units or cuspidors	1		Sinks, service	3
Drinking fountains	1		Urinals, pedestal, trap arm only	6
Floor Drains	2		Urinals, stall, separate trap	2
Interceptors* for grease, oil, solids, etc.	3		Urinals, wall-mounted, blowout, Integral trap, trap arm only	6
Interceptors* for sand, auto wash, etc	6		Urinals, wall-mounted, wash down, Or siphon jet, integral trap	2
Laundry tubs	2		Separate trap (2" waste)	2

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Mobile home park traps (1/per trailer)	6		Wash basins, in sets	2
Receptors* (floor sinks), indirect waste receptors for refrigerators, coffee urns Water stations, etc.	1		Wash basins (lavatories) single	
Receptors,* indirect waste receptors for Commercial sinks, dishwashers, air-washers, etc.	3		Water closet,* private installation	4
Shower, single stalls	2		Water closet, public installation	6
Sinks, bar, commercial (2" waste)	2			
Sinks, and or dishwashers (residential)	2			

*The size and discharge rating of each indirect waste receptor and each interceptor shall be based on the total rated discharge capacity of all fixtures, equipment, or appliances discharging therein to, based on discharge capacity table below

Drainage piping serving batteries of appliances capable of producing continuous flows shall be adequately sized to provide for peak loads. Clothes washers in groups of three (3) or more shall be rated at six (6) units each. Water closets shall be computed as six (6) fixture units if determining septic tank size.

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TABLE A - FIXTURE UNITS AS DETERMINED BY UPC (Continued)

Discharge Capacity Table for Intermittent Flow Only

GPM (Lis)			
Up to 7-1/2	(Up to .47)	Equals	1 Unit
8-15	(.50 to .95)	Equals	2 Units
16-30	(1 to 1.89)	Equals	4 Units
31 to 50	(1.95 to 3.15)	Equals	6 Units
Over 50 gals. Per minute (3.15 us) shall be determined by the Administrative Authority			

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TABLE B - SEWAGE PRODUCING UNITS (SPU)

Sewage Producing units are defined as a unit loading on the sewerage collection, treatment and reuse system composed of flow, organic loading and suspended solids, categorized as follows:

CATEGORY	DEFINITION
Single family residences, condominiums/apartments and townhouses	1.0 per residential unit
Hotels, motels, resorts, lodges, nursing homes and supervisory care facilities	1.0 unit per room and 1.0 unit per washing machine
RV Park / Trailer Park	.5 per residential unit
RV Dumping Stations	8 units per RV dump station or 2 units per 100 gallons of metered water per day
Commercial offices, business and stores	1.0 unit per bathroom, and 1.0 unit per sink in barbershops or beauty salons, or 1.0 unit per 200 gallons of metered water per day
Restaurants	1.0 unit per 20 meals served per day, based on audited data, or 1.0 per 45 gallons of metered water per day
Laundromats	1.0 unit per washing machine, or 1.0 unit per 8 washes based on audited data
Schools	1.0 unit per stool, shower or washing machine, or 1.0 unit per 70 gallons of metered water per day
Gas Stations and Car Washes	1.0 unit per stall, bay and restroom, or 1.0 unit per 100 gallons of metered water per day
The SPU can represent a fraction of the total loading on the system, and can be defined for each category of user. If a category does not exist, the number of SPU's are based on projected flow for the fixtures in the application as designed and specified.	

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TABLE C - USER STRENGTH CHARACTERISTICS

	Characteristic Strength	Suspended Solids (ppm)
Standard Classifications	B.O.D. (ppm) SS (ppm)	
Average Residential (can vary depending on average water use per capita)	175 & up	1 ,250
Auto Steam Cleaning	1,150	600
Bakery, Wholesale	11000	200
Bars, without dining facilities	200	150
Car Wash	20	150
Department & Retail Stores	150	100
Hospital & Convalescent	250	600
Hotel, with dining facilities	500	120
Hotel, without dining facilities	310	680
Industrial Laundry	670	110
Laundromat	150	240
Commercial Laundry	450	800
Markets, with Garbage Disposals	800	800
Mortuaries	800	80
Professional Office	130	280
Repair Shop & Service Stations	180	600
Restaurant	1 ,000-1 ,200	100
School and College	130	55
Soft Water Service	3	55
Septage	5400	12000

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TABLE D - SEWAGE GENERATION RATES

Description	GPD/UNIT
Dwelling Units — Residential (Single Family)	250
Overnight Accommodations	
Hotels/Motels/Lodges (room)	125
Trailer Park/Recreational with sewer (space)	175
Medical Care Facilities	
Hospital (bed)	324
Convalescent care home (bed)	100
Schools	
Elementary (student)	15
Middle School/High School (student)	25
Commercial (Miscellaneous)	
Shops/Offices (sq. ft.)	0.1
Service Station (pump)	200
Laundries (machine)	300
Factory (person)	25
Theatres (seat)	3
Bowling Alley (lane)	75
Assembly Hall/Banquet Room (seat)	2
Swimming Pool (swimmer)	10
Restaurants	
Average Full Service (per seat) 24-hour (per seat)	35
Bar/Cocktail Lounge (per seat)	50
Short Order/Take Out (per seat)	20

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TABLE E CAPACITY OF GREASE INTERCEPTORS

TOTAL FLOW-THROUGH RATING (gpm)	GREASE RETENTION CAPACITY (pounds)
4	8
6	12
7	14
9	18
10	20
12	24
14	28
15	30
18	36
20	40
25	50
35	70
50	100
75	150
100	200

For SI: 1 gallon per minute = 3.785 L/m, 1 pound = 0.454 kg.

a. For total flow-through ratings greater than 100 (gpm), double the flow-through rating to determine the grease retention capacity (pounds).

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**TOWN COUNCIL RESOLUTIONS FROM 1982 - SANITARY DISTRICT
POLICY CHRONOLOGY**

<u>RESOLUTION</u>	<u>DESCRIPTION</u>
Resolution May 25, 1982	Canvass of Special Bond Election to issue and sell general obligation bonds in the amount of \$195,000.
Resolution No. 83-14	Resolution authorizing and providing for the issuance and sale of bonds authorized at Special Bond Election held May 18, 1982.
Resolution No. 83-15	Amendment to Resolution No. 83-14. Replaced bonds with single temporary improvement bond in the amount of \$95,000. To avoid further delay in bond transactions, permanent bonds to be issued upon completion of the printing process.
Resolution March 26, 1986	Authorizing the hiring of Toci, Murphy & Beck
Resolution March 26, 1986	Authorizing Samuel R. Streichman to execute necessary legal documents to conclude settlement negotiations with Adam, Hamlyn & Anderson
Resolution April 15, 1986	Annexing Additional Land into the Camp Verde Sanitary District (Bashas' - Outpost Mal Development Group)
Resolution November 13, 1986	Canvassing the Results of the Camp Verde Sanitary District Board Member Election
Resolution October 21, 1987	Authorizing Filing Application for a Federal Grant for Publicly Owned Wastewater Treatment Works and Providing Certain Assurances
Ordinance 1988-100 May 18, 1988	An ordinance establishing rates and charges, creating and regulating the use and construction of sewers to the District collection system

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- Resolution 1988-200 Call for Election November 8, 1988
Formation of Assessment Town No. 1988-1 (Improvement
Resolution 1988-300 Bond in the amount of \$144,900).
September 1, 1988
- Amendments to Rules and Regulations
October 19, 1988 User fees and notification, monthly service charge established, disposal
Effective January 1, 1989
Authorizing the District Manager to file an application for a
Resolution 1988-500 CDBG for the
December 21, 1988 purpose of paying assessments and hook-up costs of low to moderate Income persons in the new Townsite Project area
Yaqui Circle properties to conform to Yavapai County Flood
Resolution 1989-101 Control
February 9, 1989 Ordinance, improvements existing prior to February 15, 1989 not
March 15, 1989 impacted
- Resolution 1989-300 June 8, 1989 Ordering Improvements for Assessment Town 1988-1
- Resolution 1989-400 July 10, 1989 Ordering the Publication and Posting of an Amended Advertisement for Proposals and Notice of the Passage of the Resolution Ordering the Improvement and Inviting Sealed Proposals for CVSD Assessment District 1988-1
- Resolution 1989-600 September 26, 1989 Approving an Amended Assessment Diagram of CVSD Assessment District 1988-1 and Approving an Assessment and Warrant
- Resolution 1989-700 September 26, 1989 Fixing the Time and Place to Hear and Pass on Assessments for Assessment District 1988-1
- Resolution 1989-910 Amending Resolution 1989-900 Consolidating, Reassigning and Omitting Various Assessments
- Resolution 1989-1000 November 22, 1989 Authorizing and providing for the incurrence of indebtedness for Assessment District 1988-1

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- Resolution 1989- Bonds Issuance of \$144,900.00 Principal Amount
1100 November 22,
1989
- Resolution 1989- Execution and delivery of a water or sewer system grant
1400 November 22, agreement
1989
- Resolution 1990-100 Relieving Verde Ditch Company and its Board of
Commissioners of any
January 17, 1990 Liability regarding occurrences during Construction of sewer
lines within the Ditch right-of-way and also regarding any
future contamination of Ditch water from spills of sewage by
breakage of the sewer line
- Resolution 1990-1
OOA Repeal of Resolution 1990-100 and restatement of Verde Ditch
March 21, 1990 Criteria
- Resolution 1990-200 Credits established for existing septic tank systems for
commercial
March 21, 1990 business operators who hook up to the Camp Verde Sanitary
District system during the first Year following construction of
the Townsite project
- Resolution 1990-300 Call for Election November 6, 1990
- Resolution 1990-500 Changes in policy regarding multi-user rental buildings.
June 20, 1990 The owner of real property shall be responsible for payment of
all service charges, unless by agreement, he has provided the
District access to the individual sewer connections.
- Resolution 1990-600 Amendment of resolution 1989-1100 of November 22, 1989
November 21, 1990 re: improvements.
- Amendments to Hook-up fees for churches between October 1 1 , 1990
Rules and and October 10, 1991 set at \$500.00 Non-user monthly fees
Regulations required
December 19, 1990 as of October 11, 1991; standard hook-up fee at time of actual
hook-up
All waivers of fees as a result of the Townsite Sewer Project shall
expire on October 10, 1991

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- | | |
|---|---|
| Resolution 1991-100
January 8, 1991 | Revocation of Resolution 1989-1400 and Reauthorizing the Execution and Delivery of a water or sewer system grant agreement |
| Resolution 1991-200
January 8, 1991 | Amendment to Resolution 1989-1000 increasing the amount of the grant to \$433,700 |
| Resolution 1991-300
February 8, 1991 | Requesting Yavapai County to appoint John Thomas Taylor III to fill the remainder of Board Member John Crane who resigned 12/19/90 |
| Resolution 1992-100 | Approving the 1-17/SR-260 Interchange Annexation Boundary Change Impact Study, and Authorization to Circulate Petitions |
| Resolution 1993-1
December 1, 1993 | Resolution and Order of Change of Sanitary District to include new territories |
| Resolution 1995-100
December 6, 1995 | Redeeming the Remainder of the CVSD Sewer Improvement Bonds in the Principal amount of \$95,000, dated June 1, 1983, maturing on July 1, in the years 1996 through and including 2002 |
| Resolution 1996-1
May 1, 1996 | Resolution clarifying the Board's position regarding the dissolution of the Sanitary District. Not interested in dissolving the District. |
| Letter of Intent
September 8, 1997 | Conveyance of Easement from Paul Webb to CVSD within existing Verde Ditch Easement. |
| Resolution 1998-1
April 15, 1998 | A Resolution to provide sanitary sewer service to Harvard Investments, upon purchase of Webb properties — 50,000 gallons per day of existing capacity. |
| Resolution 1998-2
August 12, 1998 | A Resolution changing availability date and capacity to Harvard Investments amending Resolution No. 1998-1. |
| Resolution 1999-1
January 17, 1999 | Amendment to Resolution Nos. 1998-1 and 1998-2 changing the date of formation of the Improvement Town to 1/1/2000 and availability dates and capacity to Harvard Investments. |
| Resolution 1999-2
May 12, 1999 | A resolution concerning conditions of construction of a sanitary sewer collection system within the Verde Ditch maintenance easement |
| Resolution 2000-1
February 9, 2000 | Agreement between CVSD and Camp Verde Water System, clarifying certain terms and conditions of the 1972 Agreement between parties |
| Resolution 2000-2
February 2000 | Ordering Annexation of certain real properties |
| Resolution 2000-3 | (TCV Resolution 2000-435) |

POLICIES, PROCEDURES, RULES AND REGULATIONS OF THE
TOWN OF CAMP VERDE WASTEWATER DIVISION

(Revised 7/1/2017)

February 14, 2000 Reaffirming the Boards Position as stated in Resolution 1996-1
Resolution 2000-4 regarding the dissolution of the CVSD and Acquisition by the
April 20, 2000 TCV
 Declaring the Policies, Procedures, Rules and Regulations
 (Policies) a public record

POLICIES, PROCEDURES, RULES AND REGULATIONS OF THE
TOWN OF CAMP VERDE WASTEWATER DIVISION

(Revised 7/1/2017)

- Ordinance 2000-1 Adopting the Policies, Procedures, Rules and Regulations of the
May 10, 2000 CVSD and Providing Penalties for Violation
- Resolution 2000-5 Calling an election November 7, 2000 to fill two vacancies on
June 29, 2000 the Board of Directors
- Resolution 2001-1 A Resolution ordering and calling an election to be held in and
January 10, 2001 for CVSD of Yavapai County, Arizona on May 15, 2001
- Resolution 2001-2 A Resolution of the Governing Body of the CVSD Arizona,
April 2, 2001 designating either the Chairman or the Secretary of Treasurer to
Declare Official Intent on behalf of the District with Respect to
Reimbursement from proceeds of Tax-Exempt Bonds to Issued
in the future pursuant to Treasury Regulations Section 1.150-2
- Resolution 2001-3 Canvass of Special Bond Election to issue and sell General
May 24, 2001 Obligation Bonds in the amount of \$250,000 or to enter into a
loan repayment agreement with WIFA. Also to enter into a
loan repayment agreement with WIFA in the amount not to
exceed \$350, 000
- Resolution 2001-4
October 23, 2001 Resolution of Intention to improve the District's treatment
plant and sewer lines by construction of improvements in three
(3) contracts.
- Resolution 2001-5
December 3, 2001 Resolution of Intention to improve the District's treatment
plant and sewer lines by construction of improvements in three
(3) contracts.
- Ordinance 2002-1 Resolution ordering the improvement done as described in
January 9, 2002 Resolution of Intention 2001-4.
- Resolution 2002-1 An ordinance of the Camp Verde Sanitary District, Camp Verde,
May 29, 2002 Arizona amending the previously enacted Policies, Rules and
Regulations of the Camp Verde Sanitary District, made a public
record in April 2000 and fixing the effective date thereof.
- Resolution 2003-1 A Resolution of the Board of Directors of the Camp Verde
Sanitary District, Yavapai County, Arizona authorizing a utility
agreement with the State of Arizona Department of
Transportation for construction of a bridge sleeve, relocation of
a lift station, and other pipelines in conflict with ADOT's
project.
June 24, 2003
- Resolution 2003-2 A Resolution of the Board of Directors of the Camp Verde
Sanitary District Yavapai County, Arizona authorizing
signature of a letter agreement with Chester-Campbell, L.L.C.
Town, to allow a field correction, if possible, for a
November 12, 2003 temporary/permanent easement, and declaring an emergency.
- Resolution 2004-1 A Resolution of the Board of Directors of the Camp Verde
Sanitary

POLICIES, PROCEDURES, RULES AND REGULATIONS OF THE
TOWN OF CAMP VERDE WASTEWATER DIVISION

(Revised 7/1/2017)

January 14, 2004 Yavapai County, Arizona authorizing adoption of a deferred compensation plan for employees.

A Resolution of the Board of Directors of the Camp Verde Sanitary District, Yavapai County, Arizona ordering and calling an election to be held in and for Camp Verde Sanitary District of Yavapai County, Arizona, on May 18, 2004.

POLICIES, PROCEDURES, RULES AND REGULATIONS OF
THE TOWN OF CAMP VERDE WASTEWATER DIVISION

(Revised 7/1/2017)

- June 29, 2004 June 29, 2004 amending the previously enacted Policies, Procedures, Rules and Regulations of the Town of Camp Verde Wastewater Division, made a public record in April 2000 and fixing the effective date thereof.
- Resolution 2004-7 A Resolution of the Camp Verde Town of Camp Verde Council , Yavapai
- June 29, 2004 County, Arizona, Adopting the Budget for Fiscal Year 2004-2005 and Certification of Levy.
Adopting Resolution of the Profit Sharing Plan (and Trust, if applicable)
- Resolution 2004-8 ABANDONED effective November 24, 2003, establishing limitations of contributions, and designating contribution procedure.
- January 12, 2005
- Resolution 2004-9 A Resolution of the Camp Verde Town of Camp Verde Council, Camp Verde, Arizona, Calling an Election November 2, 2004 to Fill Two Vacancies of the Town Council .
A Resolution declaring territory annexed to Camp Verde
- Resolution 2004-10 Sanitary
- August 6, 2004 Town — (Ruth Davidson)
A Resolution declaring territory annexed to Camp Verde
- Resolution 2004-11 Sanitary
- August 10, 2004 Town — (Ken and Kae Stokes)
2004-2 of the Town Council of the Camp Verde Sanitary January 14, 2004 Town, Yavapai County, Arizona declaring territory annexed to Town of Camp Verde Wastewater Division [Billy-Mary Miller]

POLICIES, PROCEDURES, RULES AND REGULATIONS OF
THE TOWN OF CAMP VERDE WASTEWATER DIVISION

(Revised 7/1/2017)

- Resolution 2004-3 A Resolution of the Town Council of the Camp Verde Sanitary
February 11, 2004 Town,
Yavapai County, Arizona declaring territory annexed to Town
of Camp Verde Wastewater Division [Verde Sol Aire]
- Resolution 20044
May 26, 2004 Resolution declaring the result of, and adopting a certificate of
canvass of the special bond election held on May 18, 2004, and
ordering the recording of such certificate.
- Resolution 2004-5
June 9, 2004 Resolution of the Town Council of Town of Camp Verde
Wastewater Division of
Yavapai County, Arizona, ordering the Improvement Described
in Resolution No. 20014 and Ordering the Posting and
Publication of
Notices of Passing of this Resolution and Inviting Sealed Bids
from
Persons Interested in Constructing the Improvement; Delegating
Resolution 2004-6 to the Town Council Chair the Determination as to the Date to
Receive Bids and When to Publish and Post the Notice of the
Passage of the Resolution Ordering the Improvement and
Inviting Sealed Bids; and Repealing any Portion of Resolution
2001-5 that is in Conflict with this Resolution.
- A Resolution of the Town of Camp Verde Wastewater Division,
Yavapai County,
Arizona, June 29, 2004 Adopting Town Rates and Fees.
- Ordinance No 2004-1 An Ordinance of the Town of Camp Verde Wastewater
Division, Camp Verde, Arizona,

**POLICIES, PROCEDURES, RULES AND REGULATIONS OF
THE TOWN OF CAMP VERDE WASTEWATER DIVISION**

(Revised 7/1/2017)

Resolution 2006-1 A Resolution of the Town of Camp Verde Wastewater Division,
Yavapai County,

Arizona, June 28, 2006 adopting Town rates and fees.

Resolution 2006-2 A Resolution of the Camp Verde Town of Camp Verde
Council , June 28, 2006 Yavapai County, Arizona, adopting the budget for
fiscal year 2006-2007 and Certification of Levy.

Resolution 2006-3 2006-6

December 31 , 2006

July 26, 2006

Resolution 2007-1 March 14, 2007

Resolution 2006-4

Resolution 2007-2

Resolution 2006-5

December 13,
2006

Resolution 2007-3

A Resolution of
the Camp Verde
Town of Camp
Verde Council ,
Yavapai County,
Arizona,
authorizing a
loan agreement
with WIFA.

Resolution 2007-4

Number not
used.

Resolution 2007-5
June 11, 2007

of the Camp Verde Town of Camp Verde Council ,

A Resolution of
the Camp Verde
Town of Camp
Verde Council ,
Yavapai
County,
Arizona,
adopting the
amendment of
the EBS
contract.

Camp
Verde, AZ ordering the posting of bid acceptance.

A Resolution of the Camp Verde Town of Camp Verde Council
, Yavapai County, Arizona, accepting the Main line in Verde
Cliffs.

A Resolution of the Town Council of the Town of Camp Verde
Wastewater Division, approving assessment diagram for Town
of Camp Verde Wastewater Division 2001 Town of Camp Verde
Wastewater Division Plant and Collection Line Project.

POLICIES, PROCEDURES, RULES AND REGULATIONS OF
THE TOWN OF CAMP VERDE WASTEWATER DIVISION

(Revised 7/1/2017)

- A Resolution Of The Town Council Of The Town of Camp Verde Wastewater Division ordering execution and recording of an assessment and warrant; setting the date for hearing on the assessment, ordering mailing and publication of notices of hearing on the assessment, charging the Town with the responsibility for making demands for cash payments of the assessment, nominating a person to collect the cash payments and ordering the execution of the demands for cash payments and mailing of such demands in the manner prescribed by law.
- A Resolution Of The Town Council Of The Town of Camp Verde Wastewater Division, Authorizing Investment In Local Government Investment Pool (LGIP).
- A Resolution Of The Town Council Of The Town of Camp Verde Wastewater Division, Authorizing Officers/Agents To Deposit, Transfer And Withdraw Monies In The Local Government Investment Pool.
- Resolution 2007-6 A Resolution Of The Town Council Of Town of Camp Verde Wastewater Division Of June 11, 2007 Yavapai County, Arizona, Approving The Assessment For The 2001 Town of Camp Verde Wastewater Division Plant And Collection Line Project.
- Resolution 2007-7 June 11, 2007 A Resolution Providing For The Issuance And Sale Of \$4,044,000 In Aggregate Principal Amount Of Town of Camp Verde Wastewater Division Of Yavapai County, Arizona, Improvement Bonds , Series 1 , To United States
- Resolution 2007-8 June 11, 2007 Department Of Agriculture, Rural Utilities Service; Prescribing Terms And Provisions Of The Bonds; Making Certain Tax Covenants; Authorizing The Acceptance Of A Grant From The United State Department Of Agriculture And Authorizing The Execution And Delivery Of A Grant Agreement.
- A Resolution Providing For The Issuance And Sale Of \$597,500 In Aggregate Principal Amount Of Town of Camp Verde Wastewater Division Of Yavapai County, Arizona, Improvement Bonds, Series 2, To United States Department Of Agriculture, Rural Utilities Service; Prescribing Terms And Provisions Of The

POLICIES, PROCEDURES, RULES AND REGULATIONS OF THE
TOWN OF CAMP VERDE WASTEWATER DIVISION

(Revised 7/1/2017)

Bonds; Making Certain Tax Covenants; Authorizing The
Acceptance Of A Grant From The United States Department Of
Agriculture And Authorizing The Execution And Delivery Of A
Grant

- Ag reement.
- 2007-9 Of The Town Council Of The Camp Verde Sanitary
Town
- June 11, 2007 Of Yavapai County, Arizona Authorizing The Prepayment In
Full Of The Existing Lease-Purchase Agreement Between The
Town And Zions Bank, N.A. Pertaining To The Wastewater
Treatment Plant.
- Resolution 2007-10 A Resolution Of The Town Council Of The Camp Verde
Sanitary
Town
- June 11, 2007 Of Yavapai County, Arizona Authorizing The Execution,
Delivery And Performance Of An Escrow Agreement Between
Koch Financial Corporation, The Town And The Bank Of New
York Trust Company, N.A.
- Resolution 2008-1 A Resolution Of The Town Council Of The Town of Camp
Verde Wastewater Division Of Yavapai County, Arizona
Annexing Contiguous Areas Into This Sanitary Town.
- Resolution 2008-2 A Resolution Of The Town Council Of The Camp Verde
Sanitary
Town of Yavapai County, Arizona Enlarging The Boundaries
Of The
Designated Area Created By Resolution 2001-4 To Include
Additional
Parcels Of Land For Which The Owners Have Petitioned To Be
Annexed

POLICIES, PROCEDURES, RULES AND REGULATIONS OF THE
TOWN OF CAMP VERDE WASTEWATER DIVISION

(Revised 7/1/2017)

To This Sanitary Town And Have Accepted Assessments
Heretofore Levied Against Such Parcels; And Confirming The
Boundaries Of Such Designated Area.

- Resolution 2008-3 Resolution Of The Town Council Of The Camp Verde Sanitary
Town, Authorizing Application For Wifa Technical Assistant
Grant
- Resolution 2008-4 A Resolution Of The Town Council Of The Town of Camp
Verde Wastewater Division, Authorizing Officers/Agents To
Deposit, Transfer And Withdraw Monies In The Local
Government Investment Pool.
- Resolution 2008-5 Resolution Of The Town Council Of The Town of Camp Verde
Wastewater Division, Authorizing Bank Accounts At National
Bank
- Resolution 2008-6 Resolution Ordering And Calling A Special Election To Be
Held In And For Town of Camp Verde Wastewater Division
Of Yavapai County, Arizona, On November 4, 2008.
- Resolution 2008-7 A Resolution Of The Governing Body Of The Camp Verde
Sanitary
Town, Arizona, Declaring The Town's Official Intent With
Respect To
Reimbursement From Proceeds Of Tax-Exempt Bonds Or Other
TaxExempt Loans To Be Issued Or Incurred In The Future
Pursuant To Treasury Regulations Section 1.150-2
- Resolution 2008-8 A Resolution Declaring The Result Of, And Adopting A
Certificate Of Canvass Of The Special Election Held On
November 4, 2008, And Ordering The Recording Of Such
Certificate.
- Resolution 2009-1 A Resolution Authorizing The Execution, Delivery And
Performance
Of A Loan Agreement With The Water Infrastructure Finance Authority
Of Arizona And Approving Related Documents.

POLICIES, PROCEDURES, RULES AND REGULATIONS OF THE
TOWN OF CAMP VERDE WASTEWATER DIVISION

(Revised 7/1/2017)

2009-2A Resolution Authorizing Valic Retirement Plan Termination.

Resolution 2009-3 A Resolution Approving The Form And Authorizing The
Execution And Delivery Of An Amendment To And
Restatement Of Intergovernmental Agreement With The Town
Of Camp Verde, Arizona, And A Loan
Agreement With The Water Infrastructure Finance Authority Of Arizona.