AMENDED

AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, OCTOBER 18, 2017 at 6:30 P.M.

Adding the following items

7.3. RESOLUTION 2017-987 A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, TO AUTHORIZE THE APPLICATION FOR A CLEAN WATER STATE REVOLVING FUND FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (STAFF RESOURCE: MICHAEL SHOWERS)

7.4. RESOLUTION 2017-988 A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ACTING AS TRUSTEES OF THE CAMP VERDE SANITARY DISTRICT, TO AUTHORIZE THE APPLICATION FOR A CLEAN WATER STATE REVOLVING FUND (SPECIAL ASSESSMENT) LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (STAFF RESOURCE: MICHAEL SHOWERS)

7.5. RESOLUTION 2017-989 A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ACTING AS TRUSTEES OF THE CAMP VERDE SANITARY DISTRICT, TO AUTHORIZE THE APPLICATION FOR A CLEAN WATER STATE REVOLVING LOAN FUND (PROPERTY TAX) LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA. (STAFF RESOURCE: MICHAEL SHOWERS)

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Support your local merchants

AMENDED AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, OCTOBER 18, 2017 at 6:30 P.M.

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

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

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

Page 7 — **a) Approval of the Minutes:**

1) Council Hears Planning & Zoning – September 27, 2017

11 — 2) Regular Session – October 4, 2017

b) Set Next Meeting, Date and Time:

1) Wednesday, October 25, 2017 at 6:30 p.m. – Council Hears Planning & Zoning – CANCELLED
2) Wednesday, November 1, 2017 at 6:30 p.m. – Regular Session
3) Wednesday, November 8, 2017 at 5:30 p.m. – Work Session
4) Wednesday, November 15, 2017 at 6:30 p.m. – Regular Session

17 — **c) Consideration and authorization to the Mayor to execute Pavement Restoration, Inc. Agreement in the amount of $36,696 for the Asphalt Rejuvenator Project in Verde Cliffs.** [Staff Resource: Ron Long]

31 — **d) Discussion, consideration and possible authorization to award professional services contract to SEC, Inc. (Southwestern Environmental Consultants, Inc.) to accomplish:**

1) **The design of the Main Supply Irrigation and Re-use system** that will provide effluent water from the wastewater treatment plant to the proposed Town Park irrigation systems and the proposed fire systems within the new Town Park following the attached scope of services.
2) **To apply for and secure the Aquifer Protection Permit (APP) Addendum or re-Use Permit** from Arizona Department of Environmental Quality (ADEQ)

to re-use all wastewater effluent for the irrigation of the proposed Town Park.

SEC has provided us with a copy of the scope of services that they agree to provide for the not to exceed cost of $93,796.00. [Staff Resource: Troy O'Dell]

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e) **Possible approval of Liquor License Application for Change/Acquisition of Control for existing Liquor License #09130005 for Michael Joseph Basha – Bashas #49 located at 650 W. Finnie Flat Rd., Camp Verde, AZ.** [Staff Resource: Judy Morgan]

5. **Special Announcements and presentations.**

45 **5.1. Extra Mile Proclamation (Designation for November 1, 2017).**

47 **5.2. Rural Communities of Arizona Day in Camp Verde, Arizona, September 28, 2017 Proclamation.**

49 **5.3. Camp Verde Family Caregiver Month Proclamation.**

5.4. Yavapai College Fall Update – a presentation by Vice President of Community Relations, Rodney Jenkins.

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

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

51 **7.1. Resolution 2017-986 A resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, in support of the I-17 Anthem to Cordes Junction infrastructure for Rebuilding America (INFRA) Grant.** [Mayor Charles German]

53 **7.2. Discussion, consideration and possible direction to staff relative to Verde Lakes Park with a pond; including, but not limited to exploring opportunities and challenges with reverting the park from privately owned to a municipal park.** [Staff Resources: Russ Martin and Carol Brown]

57 **7.3. RESOLUTION 2017-987 A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, TO AUTHORIZE THE APPLICATION FOR A CLEAN WATER STATE REVOLVING FUND FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (STAFF RESOURCE: MICHAEL SHOWERS)**

59 **7.4. RESOLUTION 2017-988 A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ACTING AS TRUSTEES OF THE CAMP VERDE SANITARY DISTRICT, TO AUTHORIZE THE APPLICATION FOR A CLEAN WATER STATE REVOLVING FUND (SPECIAL ASSESSMENT) LOAN FROM THE WATER**

INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA (STAFF RESOURCE: MICHAEL SHOWERS)

7.5. RESOLUTION 2017-989 A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ACTING AS TRUSTEES OF THE CAMP VERDE SANITARY DISTRICT, TO AUTHORIZE THE APPLICATION FOR A CLEAN WATER STATE REVOLVING LOAN FUND (PROPERTY TAX) LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA. (STAFF RESOURCE: MICHAEL SHOWERS)

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: VJONES Date/Time: 10-17-2017 2:00 P.M.

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

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

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

☐Bashas's Community Board
☐Town Hall
☐Website

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DRAFT MINUTES
TOWN OF CAMP VERDE
COUNCIL HEARS PLANNING AND ZONING MATTERS
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, SEPTEMBER 27, 2017 at 6:30 P.M.

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

1. **Call to Order**

   Vice Mayor Jessie Murdock called the meeting to order at 6:30 pm.

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

   Also Present: Town Clerk Judy Morgan, Community Development Director Carmen Howard and Recording Secretary Marie Moore.

3. **Pledge of Allegiance**

   Vice Mayor Jessie Murdock 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) No Minutes for approval

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

      1) Wednesday, October 4, 2017 at 6:30 p.m. – Regular Session

      2) Wednesday, October 11, 2017 at 5:30 p.m. - Work Session

      3) Wednesday, October 18, 2017 at 6:30 p.m. – Regular Session

      4) Wednesday, October 25, 2017 at 6:30 p.m. – Council Hears Planning & Zoning – **CANCELLED**

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

5. **Special Announcements and presentations.**

   None.

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

   None

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

   7.1. An Ordinance (2017-A426) of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending the Town Zoning Map to change the Zoning Classification of an approximately 1.61 Acre Parcel, located

at 1356 N. Chuck Devine Rd., APN 403-21-023C, from R1-70 (Residential: Single Family, 70,000-Square Foot Minimum Lot Size) District to R1-18 (Residential: Single Family, 18,000-Square Foot Minimum Lot Size); and providing that this ordinance shall be effective thirty (30) days after its passage and approval according to law. [Staff Resource: Carmen Howard]

Community Development Director Carmen Howard brought forth to Council for consideration the change of zoning for the applicant. The change in zoning is appropriate for the area and application submitted. Staff and applicant have completed all necessary requirements for the process of rezoning. The Planning and Zoning Commission has approved and recommended for Council approval of the application.

Councilor Buchanan asked when two houses were allowed on the property. Carmen Howard indicated that it was approved before the town was incorporated and such an action would not be allowed now.

Councilor Gordon indicated that he doesn't feel there is anything out of the ordinary for the request and indicated his support for the change of zoning.

On a **motion** by Councilor Baker, Seconded by Councilor Buchanan, Council unanimously approved Ordinance (2017-A426) of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending the Town Zoning Map to change the Zoning Classification of an approximately 1.61 Acre Parcel, located at 1356 N. Chuck Devine Rd., APN 403-21-023C, from R1-70 (Residential: Single Family, 70,000-Square Foot Minimum Lot Size) District to R1-18 (Residential: Single Family, 18,000-Square Foot Minimum Lot Size); and providing that this ordinance shall be effective thirty (30) days after its passage and approval according to law.

Councilor Baker commended Howard for the report given to Council for review and questioned if other non-conforming lots would be re-zoned in the future. Howard indicated that would be a project for the department to work on and letters would need be sent to property owners regarding the possible zoning change, giving them the option to opt in on the change.

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

   None

9. **Council Informational Reports.** 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.

   No Council Information reports were given.

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.

Community Development Director Carmen Howard informed Council that a member of the public has been in contact with her department and is very irate regarding code enforcement action on his property, the issue being that he is operating a business without a primary building. In accordance with the Town Ordinances, in order to operate a business there must be at minimum, an office with bathroom facility. The business owner has requested staff to bring it to the attention of the council that it is expensive to meet those requirements. Howard explained that the reason why there is an issue is due to a complaint of an individual urinating on the property.

Councilor Gordon asked if a porta-john would take care of the requirement. Howard indicated that currently, that is only acceptable as a temporary solution on new construction sites.

Vice Mayor Jessie Murdock stated that more information would be needed for Council's review before further discussion should happen.

Town Clerk Morgan reminded Council that this was not agendized for direction or discussion, but council could request that the item be placed on a future agenda.

Councilor Whatley indicated that the issue should follow proper procedure in order for the matter to be heard by the council as an agenda item.

Vice Mayor Murdock directed staff to follow proper procedures and protocols in order to move forward with this matter correctly.

11. Adjournment

The meeting adjourned at 6:48 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 September 27, 2017. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2017.

_____

Judy Morgan, Town Clerk

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DRAFT MINUTES

TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, OCTOBER 4, 2017 at 6:30 P.M.

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

1. Call to Order

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

2. Roll Call

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

Also Present: Town Clerk Judy Morgan, Marshal Nancy Gardner, and Recording Secretary Jennifer Shilling.

3. Pledge of Allegiance

Mayor German led the Pledge.

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

a) Approval of the Minutes:

1) Work Session – September 13, 2017

2) Regular Session – September 20, 2017

b) Set Next Meeting, Date and Time:

1) Wednesday, October 11, 2017 at 5:30 p.m. – Work Session

2) Wednesday, October 18, 2017 at 6:30 p.m. – Regular Session

3) Wednesday, October 25, 2017 at 2:00 p.m. - Council Hears Planning & Zoning- CANCELLED

4) Wednesday, November 1, 2017 at 6:30 p.m. – Regular Session

Motion made by Councilor Baker to approve the consent agenda as presented. Second was made by Councilor Buchanan. **Motion** carried unanimously.

5. Special Announcements and presentations.

5.1 Proclamation for Mitzvah (Good Deed) Day in the Verde Valley – A Day of Community Service.

5.2 Proclamation declaring October as Fort Verde State Historic Park Month.

Mayor German read each proclamation by title and declared them so.

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

There were no comments from the Public.

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

7.1 Commission and Board (Planning and Zoning Commission and Board of Adjustment and Appeals) Quarterly Reports for July-September 2017. [Staff Resource: Melinda Lee]

Motion made by Councilor Whatley to accept the Planning and Zoning Commission Quarterly Report. Second was made by Councilor Baker. **Motion** carried unanimously. **Motion** made by Councilor Whatley to accept the Board of Adjustment and Appeals Quarterly Report. Second was made by Councilor Baker. **Motion** carried unanimously.

7.2 Possible approval of a Special Event Liquor License application for Kevin Norton, Salt Mine Vineyards, License #13133044 for the 2017 Fort Verde Days to be held October 13-15, 2017. [Staff Resource: Judy Morgan]

Town Clerk Judy Morgan explained the only change on this permit (warranting the amended green sheet) is the hours of operation.

Motion made by Councilor Gordon to approve a Special Event Liquor License application for Kevin Norton, Salt Mine Vineyards, License #13133044 for the 2017 Fort Verde Days to be held October 13-15, 2017. Second was made by Councilor Jenkins. **Motion** carried unanimously.

7.3 Presentation by Arizona Forward to inform Council of the organization's work, its mission and how the Town of Camp Verde can become a supporting member. [Staff Resource: Mayor Charles German]

Mayor welcomed Lisa Groves and Eric Marcus. Mr. Marcus gave a brief background of his leadership experiences. He explained that he is here tonight on behalf of Arizona Forward. Arizona Forward brings businesses and civic leaders together to promote cooperative efforts to improve the environment sustainability and economic vitality of our state and local regions. With almost 50 years of stewardship they are the only statewide nonprofit organization focused exclusively on balancing economic growth and environmental quality. The organization's mission is aligned with Town of Camp Verde's General Plan as well as its Focused Future Community and Economic Development Strategic Plan.

Lisa groves gave a PowerPoint presentation. She reviewed the current members associated with Arizona Forward. Councilor Gordon stated that he has attended some functions put on by this group and feels that the Camp Verde Community would benefit

from this organization. He stated that they have a lot of resources for businesses. Ms. Groves explained that these mixers are a great way to network with other members. Councilor Buchanan had to recuse himself from this agenda item because his wife is on the Northern Council of Arizona Forward.

Councilor Whatley wanted clarification on the recommended motion which is to give them $1,000 and asked about the membership. Ms. Groves explained that membership dues are based on the type of organization and the size of the organization. She explained that Towns and Municipalities with 50,000 population or less, annual membership dues are $1,000.

Councilor Murdock asked for examples of who they have partnered with and how they fared. She asked what the return investment is. Ms. Groves explained they like to have a representative attend functions to have a voice as to what the town would need and what would be meaningful for the community, citizens and business owners. They then would work with the Town to implement these items. Mr. Marcus explained Arizona Forward is a resource. They ask how can they help the Town. He explained that networking meetings help bring businesses together. They look to community leaders to tell them how they can bring the most leverage to the table. They have key people to get grants and funding.

Councilor Baker asked if this would be a duplication. Retail Strategy is already working with the Town as well as the Camp Verde Business Alliance. Mr. Marcus is familiar with these other organizations. They are focused on retail strategy plan and business attraction and retention. Arizona Forward is more about a direct influence and connecting people; how they can make something happen then bringing the resources together to be able to do this. A member of the Public, Julie Scott asked to give an example of small businesses they have already helped out. Ms. Grove gave some examples including Friends of the Verde River, Kinney Construction and Yavapai College just to name a few. Councilor Gordon asked what a membership fee would be for a small business. Ms. Groves stated that a membership fee for a business with up to 4 employees would be $500 annually.

Motion made by Councilor Murdock to direct staff to become Arizona Forward members at $1,000.00 for populations under 50,000. Second was made by Councilor Whatley. **Motion** carried 5-1. Councilor Baker voting nay and Councilor Buchanan recused from the agenda item.

7.4 Presentation, discussion and possible approval for the submission of an Arizona Department of Forestry Community Challenge Grant (CCG) in an amount not to exceed $20,000. [Staff Resource: Sebra Choe]

Mayor German introduced Sebra Choe, Economic Development Specialist. Ms. Choe explained this application is for a Community Challenge Grant offered through Arizona Department of Forestry that would assist in paying for trees, underground irrigation and interpretive signage at Rezonnico Park. She went on to describe how the trees would be associated throughout the park as an educational outreach. This would be an interruptive garden with a tree that would associate with a certain theme. This would accomplish education for the natural sciences. They have reached out to all the partners on staff of the town. These partners include:

a) The Library who would put on Tree Programing to expand their Stem Education. They would use the park as an outdoor laboratory for their children.

b) Parks and Rec would change up the educational displays on a monthly basis.

c) The Tree Advisory Committee would do Tree Pruning Workshops. They would teach about invasive species, and invasive tree removal. This is required to fulfill our Tree City USA Designation.

Other outside partners include

a) Friends of Verde River Greenway who is already doing a Native Grasses Demonstration Project at the park.

b) Yavapai Apache Nation is considering a letter of support through their Environmental Department to offer education support.

c) Cooperative Extension Office through Yavapai County of the University of Arizona is looking at offering consultation for the text that would go on the interruptive panels, helping with the selection of the trees and putting on additional educational programming.

The grant is $20,000 which would pay for up to 40 trees, the corresponding irrigation, the interruptive panels, the changeable displays, landscape design, and graphic design of the interpretive panels. There is no cash match necessary from the Town, only in-kind contributions, to include, but not limited to, staff time, volunteer time and use of Town equipment. As with all grants, there is always some cash outlay, which in this instance is not expected to exceed $300 and is available from the Economic Development Department-Projects budget. The application for this grant is due by October 13, 2017.

Councilor Gordon would like to see Pecan Trees in the park which are good for shade canopies. Councilor Murdock asked if the design of the garden will be approved by Council and stated that she would like the public to have full access. Councilor Gordon asked who is going to do the landscaping. Ms. Choe explained they will be using Cris McPhail who is a volunteer landscape architect. She is fully licensed and certified and will be doing the project, pro bono. Councilor Baker thanked Ms. Choe for her work and stated that this is what they wanted to do with the property when it was purchased years ago.

Motion made by Councilor Baker to approve an application with Arizona Department of Forestry for a Community Challenge Grant (CCG) in an amount not to exceed $20,000. Second was made by Councilor Whatley. **Motion** carried unanimously.

7.5 Designation of Town's official representative and alternate to Northern Arizona Council of Governments (NACOG) Regional Council. [Staff Resource: Judy Morgan]

Motion made by Councilor Murdock to designate Jackie Baker as Town's official representative and Mayor Charles German as the alternate representative to Northern Arizona Council of Governments (NACOG) Regional Council for one-year terms commencing October 2017. Second was made by Councilor Gordon. **Motion** carried unanimously.

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

   There were no comments from the Public.

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.

   Councilor Whatley attended a Counterfeit Detection Presentation presented by the Secret Service. She stated she found it riveting. She thanked the CVBA and the Marshals Office for putting it on.

   Councilor Jenkins helped with the Special Olympics Bocce Tournament.

   Mayor German also helped with the Special Olympics Bocce Tournament. He echoed thank you's to the Marshall's Office. He also attended a meeting for local Mayors who discussed water issues. People from Phoenix will be coming up here for a Water Tour. They will look at wastewater, the park and what is planned for the irrigation at Hauser's Farm, along with other items. This will be put on by the Nature Conservancy (TNC) on October 25th.

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.

    Marshal Gardner attended a fundraiser for the 100 Club in Scottsdale. She is one of the seven Board Member for the Chief of Police for the State of Arizona. The 100 Club supports injured firefighters and police officers.

11. **Adjournment**

    Mayor adjourned the meeting at 7:22 p.m.

_____ _____

Mayor Charles German Attest: Town Clerk Judy Morgan

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Council Meeting of the Town Council of Camp Verde, Arizona, held on October 4, 2017. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2017.

_____

Judy Morgan, Town Clerk

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Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: October 18, 2017

☒ *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): Consideration and authorization to the Mayor to execute Pavement Restoration, Inc. Agreement in the amount of $36,696 for the Asphalt Rejuvenator Project in Verde Cliffs.

List Attached Documents: Agreement between Town and Pavement Restoration Inc. (11 Pages)

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviews Completed by: N/A

☒ *Department Head: Ron Long,* ☒ *Town Attorney:* Approved as attached to Agenda Item

Finance Review: ☒ Budgeted ☐ Unbudgeted ☐ N/A

Finance Director Comments/Fund: 30-480-20-871400
Fiscal Impact: Reviewed, No Comment

Comments

Background Information: Council has approved $450,000, for road maintenance. The majority of this budget item will be used for the annual chip seal project in the spring of 2018.

The roads in the Cliffs Subdivision are currently in good condition. As preventative maintenance, Reclamite Asphalt Rejuvenator is designed to improve pavement durability. The product is used to reestablish the strength and durability of existing asphalt; the rejuvenator will slow the loss of surface fines and reduce the formation of cracks, and protect against water penetration, extending the useful life and reducing long-term repair costs. The cost of this procedure is approximately one-third the cost of a chip seal application.

Recommended Action (Motion): (Staff recommends) Move to approve and authorize Mayor to execute Pavement Restoration, Inc. Agreement in the amount of $36,696 for the Asphalt Rejuvenator Project in Verde Cliffs

Town of Camp Verde
Public Works, Camp Verde, AZ 86322

Public Works
Verde Cliffs – Reclamite Seal Project

Ron Long, P.E. – Public Works Director
928-554-0823
Fax: 928-567-1540
E-Mail: ron.long@campverde.az.gov
deb.ranney@campverde.az.gov

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of October 2017, by and between the Town of Camp Verde, Yavapai County, State of Arizona (herein called the "**TOWN**") acting herein by the **Mayor, Charlie German,** and Common Council, party of the first part, and Contractor, _ Pavement Restoration, Inc.__ (hereinafter called the "**CONTRACTOR**") party of the second part.

WITNESSETH THAT:

The Town of Camp Verde desires to engage the CONTRACTOR to render construction services for the Finnie Flat/Cliffs Drainage Improvement Project in Camp Verde, Arizona.

1. Work

CONTRACTOR shall complete all work as specified in the bid documents and set forth in detail in Exhibit "B" attached and incorporated in this Agreement (the "Project"). CONTRACTOR shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. CONTRACTOR shall be responsible for, and in full control of, the work of all such personnel.

2. Access to Information

It is agreed that all information, data reports, records as exist, available and necessary for carrying out of the work outlined in detail in Exhibit "B" have been furnished to the CONTRACTOR by the Town and its agencies. CONTRACTOR hereby acknowledges receipt of same. No charge will be made to the CONTRACTOR for such information and the Town and its agencies will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described herein.

3. Project Manager - Administration

The Town of Camp Verde has designated the Ron Long, P.E., Public Works Director, as Project Administrator; Project Management will be facilitated by Stacy Perry, Streets Division Manager. The Project Manager shall be empowered to perform all administrative functions as required for management of the project.

4. Agreement Times

The work will be completed and ready for final payment within **20** calendar days of the date in the Notice to Proceed. The CONTRACTOR has submitted a project schedule to the TOWN Project Manager with their sealed bid.

5. Compensation

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed: *$36,696* (Thirty-six thousand, six-hundred ninety-six dollars.) Originals of the Applications for Payment are to be submitted to:

The Town of Camp Verde
Attention: DEPARTMENT NAME
395 S. Main Street
Camp Verde, AZ 86322

The Project Manager shall verify completion of all work as outlined in Exhibits "B".

6. Termination of agreement

a. If, for any reason, the CONTRACTOR shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, the TOWN shall thereupon have the right to terminate the Agreement by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof. In such event, all finished or unfinished site or structural improvements as well as all materials or equipment acquired or stored by the CONTRACTOR under this Agreement shall, at the option of the TOWN, become the TOWN'S property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the TOWN for damages sustained by the TOWN by virtue of any breach of the Agreement by the CONTRACTOR, and the Town of Camp Verde may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the TOWN from the CONTRACTOR is determined.

b. The TOWN may terminate this Agreement at any time by giving at least ten (10) days' notice in writing to the CONTRACTOR. If the Agreement is terminated by the TOWN as provided herein, the CONTRACTOR will be paid as provided in the Addendum for the time expended and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the CONTRACTOR, Paragraph 7.a hereof relative to termination shall apply.

c. This Agreement may be terminated as per A.R.S. §38-511, Conflict of Interest.

7. Miscellaneous Provisions

a. This Agreement shall be construed under and in accordance with the laws of the State of Arizona, and all obligations of the parties created hereunder are performable in Camp Verde, Yavapai County, Arizona.

b. This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

In any case one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable said holding shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision and never been contained herein.

c. Action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court including the appellate court, may adjudge reasonable as attorney fees.

d. This Agreement represents the entire understanding of the TOWN and CONTRACTOR as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect This Agreement may be amended only by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

8. Project Familiarity and Identification of Conflicts

In order to induce the Town of Camp Verde to enter into this Agreement, CONTRACTOR makes the following representation:

a. CONTRACTOR has familiarized himself/herself with the nature and extent of the Agreement documents, work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.

b. CONTRACTOR has given the Project Manager a written notice of all conflicts, errors, or discrepancies discovered in the Agreement documents and the written resolution thereof by the Project Manager is acceptable to the CONTRACTOR.

c. CONTRACTOR has examined and carefully studied the Agreement documents and other related data identified in the bidding documents.

d. CONTRACTOR is familiar with the satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

e. CONTRACTOR is familiar with and shall furnish all Safety Data Sheets (SDS's) for the chemicals they will use at the Construction/Job Site, simultaneously, with the execution of the Agreement between the TOWN and CONTRACTOR.

9. Insurance

Performance and Payment Bonds. Per the TOWN'S Financial Operations Guide, the TOWN will require performance and payment bonds for Agreements for construction as required by law. In all cases of construction to which state law applies, any requirement for a bond shall be incorporated into this Agreement. In cases when performance and payments bonds are required, a Notice to Proceed will not be given until such time as the bonding is in place.

Construction/ Engineering Contracts Minimum Insurance Requirements:

The CONTRACTOR shall procure and maintain, at CONTRACTOR'S sole expense, until completion of the Agreement the following insurance coverages:

a. Comprehensive General Liability: as shall protect the CONTRACTOR and the TOWN from claims for bodily injury, personal injury, and property damage which may arise out of the nature of the work or from operations under this contract.

The CONTRACTOR shall have general liability coverage on a per project basis, per occurrence, and in comprehensive form.

At a minimum, the CONTRACTOR shall provide general liability and excess general liability coverage in the following amounts:

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

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

General Liability Insurance certificates shall name the Town of Camp Verde as an Additional insured (with corresponding endorsement relative to the additionally insured indemnification) in connection with the contracting services as provided herein.

b. Commercial Automobile Liability: If you are driving for the Town – beyond your commute to our facilities, the CONTRACTOR shall procure, and maintain, at CONTRACTOR'S sole expense, until the completion of the contract:

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

$1,000,000

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

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

c. Workers' Compensation Insurance (**Statutory**) and Employer's Liability: CONTRACTOR shall furnish to the TOWN with satisfactory proof that he or she has, for the period covered under the Agreement, full Workers' Compensation coverage for all persons whom the CONTRACTOR may employ directly, or through subcontractors, in carrying out the work contemplated under the Agreement, and shall hold the TOWN free and harmless for all personal injuries of all persons whom the CONTRACTOR may employ directly or through subcontractors.

Statutory Minimum $1,000,000

Plus, Employer's Liability Coverage for:

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

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

d. The CONTRACTOR shall keep said policies in force for the duration of the Agreement and for any possible extension thereof. The policy shall not be suspended, voided, canceled or reduced in coverage for the duration of the Agreement and for any possible extension thereof without at least thirty (30) days' notice of cancellation of material change in coverage. Such notice shall be sent directly to Town of Camp Verde, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322, Attn: Risk Manager.

e. All carriers shall be approved to write insurance in the State of Arizona and possess an A- or better A.M. Best rating.

f. With the execution of this Agreement, prior to the Notice to Proceed, Issued, CONTRACTOR shall simultaneously furnish to the TOWN any original Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage to be in force on the date of this Agreement establishing that the CONTRACTOR and all subcontractors have complied with insurance requirements previously stated.

g. CONTRACTOR shall furnish to the TOWN any renewal Certificates of Insurance and corresponding endorsement(s) evidencing the required coverage (if coverage has an expiration or renewal dates occurring during the term of this Agreement).

h. The receipt of any Certificate of Insurance and endorsement does not constitute an agreement by the TOWN that insurance requirements have been met.

i. Failure of CONTRACTOR to obtain Certificates or other insurance evidence from other Contractors shall not be deemed a waiver by the Town of Camp Verde.

j. The CONTRACTOR'S liability under this Agreement is not in any way limited by the insurance required by this Agreement.

k. Failure to comply with insurance requirements may be regarded as a breach of the Agreement terms.

12. Indemnity

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

recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising from the negligent or willful acts or omissions of the Indemnitee, be indemnified by CONTRACTOR from and against any and all claims. It is agreed that CONTRACTOR will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the CONTRACTOR agrees to waive all rights of subrogation against the TOWN, its officers, officials, agents and employees for losses arising from the work performed by the CONTRACTOR for the TOWN. The obligations under this Section 10 shall survive termination of this Agreement.

13. Section XII: No Israel Boycott

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.

14. Agreement Documents

The Agreement documents which comprise the entire agreement between the Town of Camp Verde and the CONTRACTOR concerning the work consist of the following documents. If there is an inconsistency among the documents below, the document that appears higher in the list of documents shall control a document listed lower in the list of documents.

a. This Agreement including: Terms and Conditions: Exhibit “A”
b. General Scope of Work: Exhibit “B”
c. Performance, Payment and other Bonds: The bidder to whom an award is made will be required to execute a Performance and Payment Bond, each in 100 percent of the amount of the bid.
d. Certificate of Insurance and corresponding endorsements
e. Notice of Award
f. Notice to Proceed

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

Town of Camp Verde

Approved as to Form:

Town Attorney	*Mayor, Charlie German*

Attest:

Judy Morgan, Town Clerk

Pavement Restoration, Inc.

Name/Title

Exhibit "A"
TERMS AND CONDITIONS

1. Changes

The TOWN may request changes in the scope of the services of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR'S compensation, which are mutually agreed upon by and between the TOWN and the CONTRACTOR, shall be incorporated in written amendments to this agreement.

2. Personnel

a. The CONTRACTOR represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Agreement.

b. All of the services required hereunder will be performed by the CONTRACTOR or under his/her supervision and all personnel engaged in the work shall be fully qualified, authorized and permitted for such work under state and local law to perform such services.

c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the TOWN. Any work or services subcontracted hereunder shall be specified by written agreement or agreement and shall be subject to each provision of this Agreement.

3. Assignability

The CONTRACTOR shall not assign any interest on this contact, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the TOWN thereto: Provided, however, that claims for money by the CONTRACTOR from the TOWN under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the TOWN.

4. Payment

Progress payments may be made to the CONTRACTOR, if in the opinion of the Town Project Manager, the work progress and delivered materials are certified. The Town shall retain 5% of the payment request as a guarantee for complete performance of the contract. The retention funds shall be paid to the CONTRACTOR within thirty days of the completion of the work.

5. Copyright

No report, plan drawing or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

6. Compliance with Local Laws

The CONTRACTOR shall comply with all applicable laws, ordinances and codes of the State and Local and Federal governments, and the CONTRACTOR shall save the TOWN harmless with respect to any damages arising from any tort done by the CONTRACTOR or representatives in performing any of the work embraced by this Agreement.

7. Compliance with Federal and State Laws

CONTRACTOR understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CONTRACTOR must also comply with A.R.S. § 34-301, as amended, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirement for Employees".

Under the provisions of A.R.S. §41-4401, CONTRACTOR hereby warrants to the TOWN that the CONTRACTOR and each of its Subcontractors ('Subcontractors") will comply with, and are mutually obligated to comply with, all Federal Immigrations laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "CONTRACTOR Immigration Warranty").

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

The TOWN retains the legal right to inspect the papers of any CONTRACTOR or Subcontractor employee who works on this Agreement to ensure that the CONTRACTOR or Subcontractor is complying with the CONTRACTOR Immigration Warranty. CONTRACTOR agrees to assist the TOWN in regard to any such inspections.

The TOWN may, at its sole discretion, may conduct random verification of the employment records of the CONTRACTOR and any of the Subcontractors to ensure compliance with the CONTRACTOR Immigration Warranty. CONTRACTOR agrees to assist the TOWN in regard to any random verification performed.

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

8. No Israel Boycott

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.

9. Interest of Members of the Town of Camp Verde Governing Body

No member of the Governing body of the TOWN and no other officer, employee, or agent of the TOWN who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct, or indirect, in this Agreement; and the CONTRACTOR shall take appropriate steps to assure compliance.

10. Interest of CONTRACTOR and Employees

The CONTRACTOR covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, which would conflict in any manner or degree with the performance of his/her services hereunder. The CONTRACTOR further covenants that no person having any such interest shall be employed in the performance of this Agreement.

Exhibit "B"
Project Scope

GENERAL SCOPE OF SERVICES

1. CONTRACTOR will facilitate a pre-project meeting with all TOWN personnel that will be associated with the project. CONTRACTOR'S on site Project Manager will discuss in detail, how the project will be completed.
2. CONTRACTOR will handle all resident notification. This will entail the posting of resident notification DOOR HANGERS 24 to 48 hours before actual work begins. The Notification will detail the process that crews will be completing in the subdivision; it will Include the cell phone number of the CONTRACTOR'S on-site Operations Manager for any questions that may arise.
3. CONTRACTOR will obtain pre- street core sample(s) and submit the sample(s) to an independent lab for analysis.
4. CONTRACTOR will provide all needed traffic control including:
   - flagmen at intersections where work is being completed
   - all traffic cones and traffic signage required to complete a timely and safe operation
5. CONTRACTOR will perform an "absorption ring test" to determine the rate of application of the Reclamite Asphalt Rejuvenator and uniformly apply the Reclamite Asphalt Rejuvenator to the roads in the Verde Cliffs Subdivision as included in item # of the Project Scope. (CONTRACTOR states "typical" application rate is normally 0.06 to0.10 per square yard).
6. CONTRACTOR will provide all manpower, equipment and materials to complete the project.
7. CONTRACTOR will apply washed concrete sand to all roadways in the Project Scope after the Reclamite has been absorbed into the existing asphalt binder.
8. CONTRACTOR will sweep all residual sand off roadways within 24 hours of application – ensuring all driveways are free of any excess sand.
9. Within 10 weeks after application, CONTRACTOR shall obtain post application core sample(s) and submit to an independent lab for analysis. CONTRACTOR shall provide both the pre and post core sample lab analyses to the TOWN's Project Manager

10) List of Roads in Cliffs Subdivision to receive Reclamite Asphalt Rejuvenator:

- West Azure Drive
- South Azure Drive
- South Highline Lane
- Azure Place
- South Elk Ridge Drive
- West Deep Gorge Road
- West Saddle Creek Drive
- South Lone Peak Drive
- Hitching Post Drive
- Six Gun Drive
- South Rowdy Ranch Road
- Box Canyon Drive
- West Simonton Parkway
- South Longhorn Drive

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Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: October 18th, 2017

☒ *Consent Agenda* ☐ *Decision Agenda* ☐ *Executive Session Requested*

☐ *Presentation Only* ☐ *Action/Presentation*

Requesting Department: Public Works –Public Works/Wastewater Divisions

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

Agenda Title (be exact): Discussion, consideration and possible authorization to award professional services contract to SEC, Inc. (Southwestern Environmental Consultants, Inc.) to accomplish:

1. The design of the Main Supply Irrigation and Re-use system that will provide effluent water from the wastewater treatment plant to the proposed Town Park irrigation systems and the proposed fire systems within the new Town Park following the attached scope of services.
2. To apply for and secure the Aquifer Protection Permit (APP) Addendum or Re-Use Permit from Arizona Department of Environmental Quality (ADEQ) to re-use all wastewater effluent for the irrigation of the proposed Town Park.

SEC has provided us with a copy of the scope of services that they agree to provide for the not to exceed cost of $93,796.00.

List Attached Documents: Scope of Services Proposal from SEC, Maps, etc. pertaining to that proposal.

Estimated Presentation Time: 20 minutes

Estimated Discussion Time: 20 minutes

Reviews Completed by:

☒ *Department Head:* *Ron Long* ☐ *Town Attorney Comments:*

☒ *Finance Department*

Fiscal Impact:

Budget Code: *03-000-20-861110* *Amount Remaining: $226,718.00*

Comments:

Background Information: We have at multiple times discussed the idea of re-use of A+ effluent to water the new park.

Recommended Action (Motion): Review quotes and options with staff move to fund design project total cost.
Instructions to the Clerk:

SOUTHWESTERN
ENVIRONMENTAL
CONSULTANTS, INC.

www.sec-landmgt.com
info@sec-landmgt.com

CORPORATE OFFICE:
20 STUTZ BEARCAT DRIVE #6
SEDONA, ARIZONA 86336
(928) 282-7787
Fax: 282-0731

BRANCH OFFICE:
825 COVE PARKWAY
COTTONWOOD, ARIZONA 86326
(928) 634-5889
Fax: 634-2222

October 6th, 2017

Troy Odell, P.E.
Public Works Deputy Director
395 S. Main Street
Town of Camp Verde

Town of Camp Verde, Upgrades to reclaim water distribution System

Dear Troy,

Thank you for contacting SEC for your engineering Survey needs. Based on our understanding and the site visit we propose to provide the following services.

1) Prelim Investigation and Data Gathering
   a) Data Gathering
   b) Topographic Survey

2) At effluent Pumping Station @ WRF
a) Controls
b) Pumps
c) Piping
d) Truck fill station & turn-around

3) Reclaim Water Pressure Line to Irrigation Pond
a) 6" pressure main from pumping station to Irrigation Pond @ Park
b) Control wiring between pump station to Irrigation Pond for pond level, etc.
c) 6" fire main from Irrigation Pump Station back to WRF for fire protection

4) Irrigation Pumping/Fire Pumping/Pond Level Control Station
a) Grundfos staged Pump-Pack for irrigation & fire. (3-Stage w/ 6-stage manifold)
b) Sump-style canopied pump-tank at pond level & depth with an inter-connection sump drain pipe from pump tank to pond. Pond and tank level control in tank to regulate pumps @ #1 Effluent Pumping Station above.
c) Retaining walls & stairs for sump as required.
d) Canopy
e) Piping
f) Controls/Alarms/Electric Service needs.

5) Irrigation Storage / Public Park Pond.
a) 2.25 acre pond (lined) with 5:1 side slopes to a 10' depth & gentler slope to deepest point of 12'
b) Sump pick-up line from the irrigation pumping station in #3 above with fish/snail stainless column screen.
c) Grading/liner plan
d) Surrounding wetlands

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e) Overflow weir/gate to #5 below.

6) Gravity Pond to Detention Basin Duck Pond location 6" drain line.
a) Gravity SDR-35 PVC gravity line from overflow weir/gate at pond wetlands to duck pond @ ADOT detention ponds below.
b) Interruption/ Bypass Tees, line, & valves to 3 Landscape/novelty public ponds in line "a" above.

7) Duck Pond in ADOT Detention Pond
a) Duck Pond "dug-in" to ADOT detention pond to not rob volume.
b) Dike creatively around Duck-Pond to retain approximately 2' ± of reclaim water.
c) Emergency overflow weir to allow storm water beyond the ADEQ sanctioned storm (10 year,2 hr.?) to safely weir over duck pond & pass.

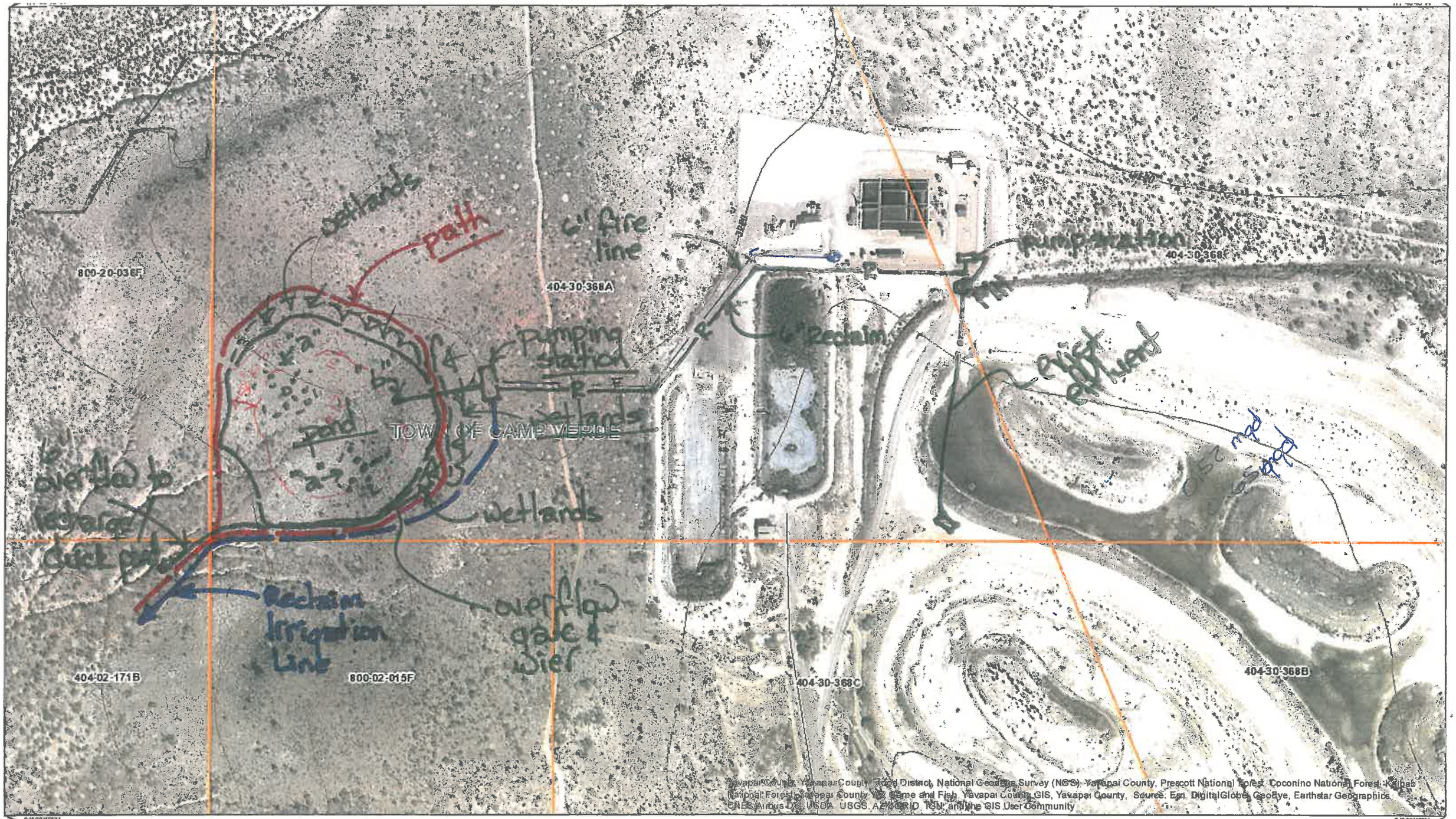
8) Re-Use Permit (App Addendum)
9) Coordination and meetings
10) Force main design from ADOT property line to WWTP truck fill station (pumps are not included)

This proposal excludes: Boundary survey, Geotechnical engineering, 404/401, Archeological/Biological studies, Permit fees. Based on our understanding of the work we propose to provide the above services for an estimated not to exceed cost of $ 93,796.00.

Please feel free to contact me if you have any questions or need additional information at kginige@sec-landmgt.com or 928-634-5889. Look forward to working with the Town on this project.

Thank you

G Krishan Ginige, P.E, MS, CFM



"a" = subsurface aeration "b" = irrigation/fire inlet

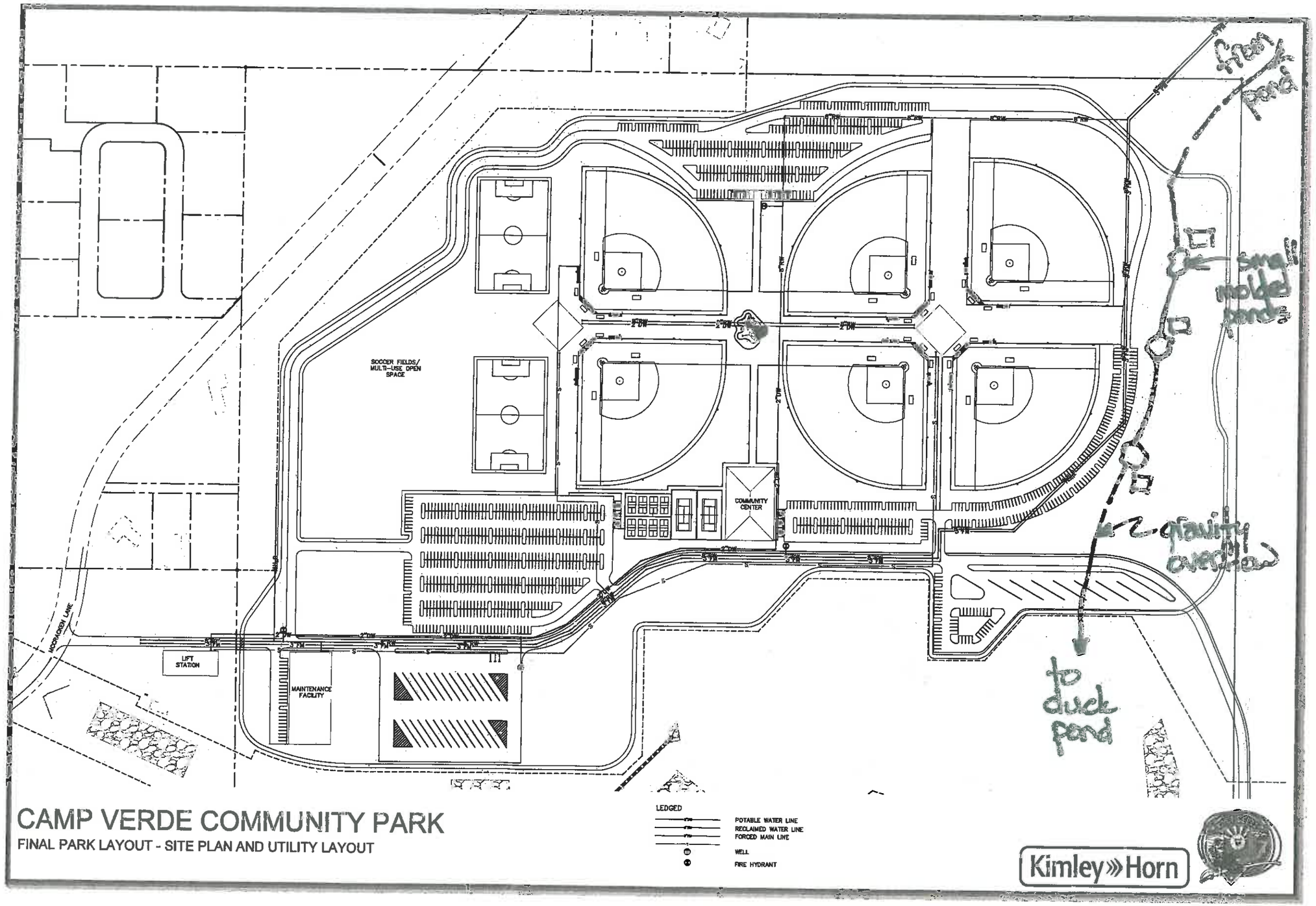
Disclaimer:
Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for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

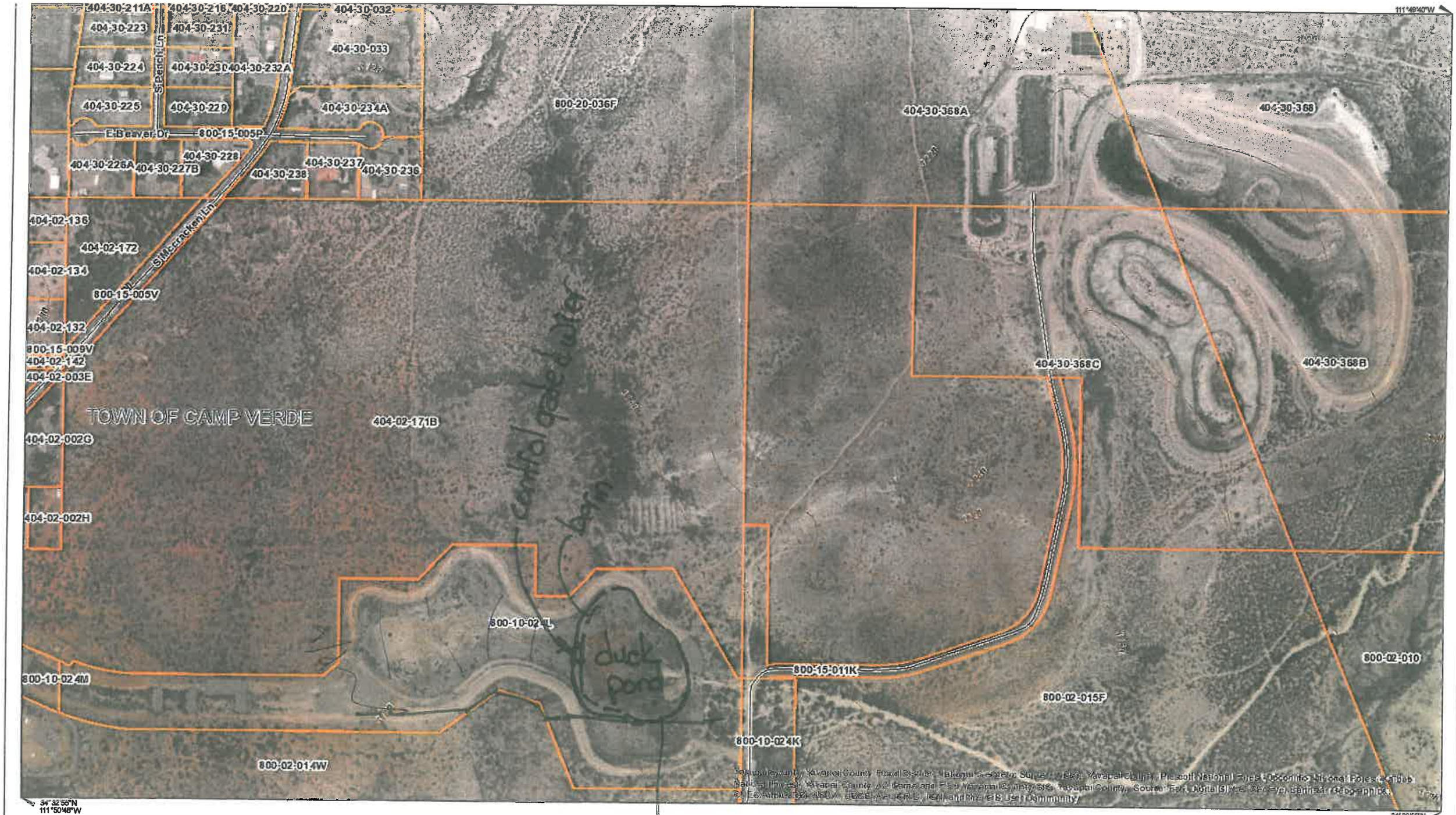
0 0.035 0.07 0.14 Miles
0 0.05 0.1 0.2 Kilometers

N
1:2,500

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

Map Created 9/5/2017


CAMP VERDE COMMUNITY PARK
FINAL PARK LAYOUT - SITE PLAN AND UTILITY LAYOUT
SOCCER FIELDS/ MULTI-USE OPEN SPACE
COMMUNITY CENTER
LIFT STATION
MAINTENANCE FACILITY
MOONGLOW LANE
LEDGED
POTABLE WATER LINE
RECLAIMED WATER LINE
FORCED MAIN LINE
WELL
FIRE HYDRANT
Kimley»Horn
small model pond
gravity overflow
to duck pond



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recharge project/ duck pond

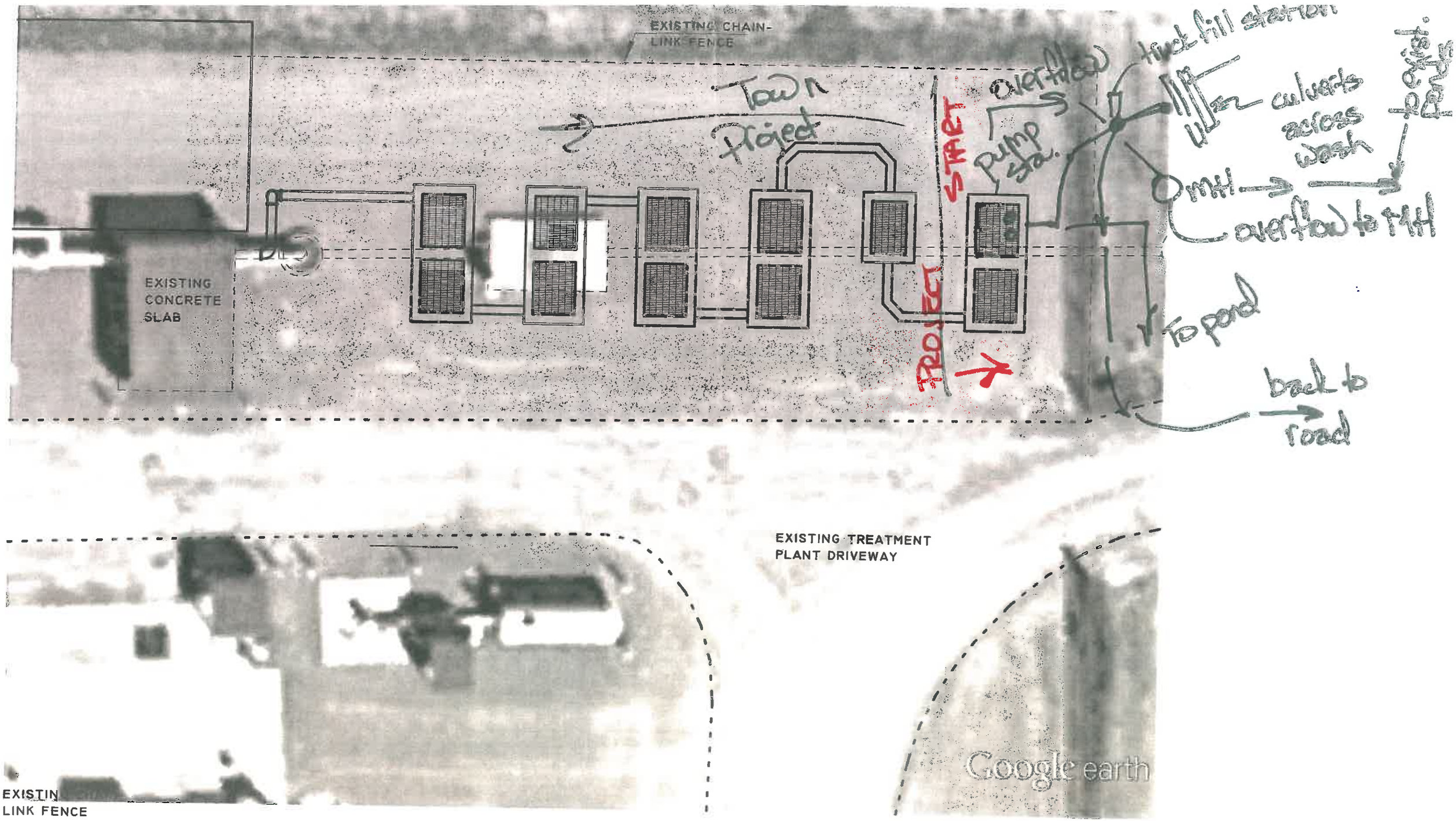
0 0.075 0.15 0.3 Miles
0 0.125 0.25 0.5 Kilometers

N

1:5,000

Map Created 9/5/2017

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


EXISTING CHAIN-LINK FENCE
EXISTING CONCRETE SLAB
Town Project
PROJECT START
overflow
pump sta.
truck fill station
culverts across wash
MH
overflow to MH
To pond
back to road
EXISTING TREATMENT PLANT DRIVEWAY
EXISTIN
LINK FENCE
Google earth

Amendment

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

AZ DLLC SEP 18 2017

DLLC USE ONLY	
Date Processed:	9-15-17
CSR:	SG
60th Day:	11-14-17

APPLICATION FOR AGENT CHANGE – ACQUISITION OF CONTROL – RESTRUCTURE

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

SECTION 1

Check the appropriate boxes

☐ Agent Change	☑ Acquisition of Control	☐ Restructure
Complete Sections 1,2,3,4,5 & 7	Complete Sections 1,2, 3 & 7	Complete Sections 1,2,3,6 & 7

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

1. Name: Basha Michael Joseph 0913 0005
(EXISTING AGENT OR NEW AGENT) Last First Middle Liquor License #
2. Owner Name: _____ Corp File #: _____
(Exactly as it appears on Liquor License) (If applicable)
3. Business Name: _____ Email: _____
(Exactly as it appears on Liquor License)
4. Business Location Address: _____
(Do not use P.O. Box Number) City COUNTY Zip
5. Is the Business located within the incorporated limits of the above City or Town? ☐ Yes ☐ No
6. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☐ No If Yes, what City, Town or Tribal Reservation is this Business located in: _____
7. Mailing Address: _____
City State Zip
8. Business Phone: _____ Daytime Contact Phone _____
9. Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? ☑ Yes ☐ No If yes, submit a certified copy of minutes.
10. Has there been any change of Controlling Persons? ☐ Yes ☐ No if yes, submit a copy of the minutes, amended articles of organization and/or amended operating agreement showing change

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

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

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

New	Last	First	Middle	Title	Address	City	State	Zip
☐								
☐								
☐								
☐								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

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

New	Last	First	Middle	% Owned	Address	City	State	Zip
☐	BASHA, EDWARD NAJEEB TRUST - NADINE KAY MATHIS, TRUSTEE			16.49				
☑	VITALE, CONSTANCE TRUST - AZEZ NAJEEB BASHA - TRUSTEE			12.37				
☐	RISHWAIN, KAREN SYLVIA			10.31				
☐								

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

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

SECTION 4 **(COMPLETE THIS SECTION FOR AGENT CHANGE)**

1. As an Agent, will you be physically present and operating the licensed premise? ☐ Yes ☐ No

If you answered YES, you must provide a copy of your Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider BEFORE YOUR APPLICATION FOR AGENT ACQUISITION OF CONTROL OR RESTRUCTURE CAN BE SUBMITTED. If you answered NO, go to question 2.

2. Is there a current Manager at this license premises disclosed to the Department with the current Basic and Management Training Certificate? ☐ Yes ☐ No

If yes, Name of current Manager: _____
Last First Middle

Basic Training ☐ **Yes** ☐ **No** **Management Training** ☐ **Yes** ☐ **No**

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

SECTION 5 **(COMPLETE THIS SECTION FOR AGENT CHANGE)**

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

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

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

X_____
(Controlling Person/Existing Agent)

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

_____ of _____, _____
Day Month Year

My commission expires on: _____

_____
Signature of NOTARY PUBLIC

SECTION 6 **(COMPLETE THIS SECTION FOR RESTRUCTURE)**

Is there more than one licensed premises involved? ☐ YES ☐ NO

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

Type of current ownership:

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

Type of new ownership:

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

SECTION 7 **(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)**

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

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

X_____
(Controlling Person/Existing Agent)

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

_____ of _____, _____
Day Month Year

My commission expires on: _____

_____
Signature of NOTARY PUBLIC

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

AZ DLLC
SEP 18 2017

DLLC USE ONLY	
Date Processed:	9-15-17
CSR:	SG
60th Day:	11-14-17

APPLICATION FOR AGENT CHANGE – ACQUISITION OF CONTROL – RESTRUCTURE

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

SECTION 1

Check the appropriate boxes

☐ Agent Change	☑ Acquisition of Control	☐ Restructure
Complete Sections 1,2,3,4,5 & 7	Complete Sections 1,2, 3 & 7	Complete Sections 1,2,3,6 & 7

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

1. Name: BASHA, MICHAEL JOSEPH - AGENT (EXISTING AGENT OR NEW AGENT) Last First Middle — 09130005 Liquor License #
2. Owner Name: BASHAS' INC (Exactly as it appears on Liquor License) — Corp File #: 0044605-4 (If applicable)
3. Business Name: Bashas' #49 (Exactly as it appears on Liquor License) — Email: Store049@bashas.com
4. Business Location Address: 650 W. Finney Flat Rd (Do not use P.O. Box Number) — Camp Verde (City) — Yavapai (COUNTY) — Zip 86322
5. Is the Business located within the incorporated limits of the above City or Town? ☑ Yes ☐ No
6. Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation? ☐ Yes ☑ No If Yes, what City, Town or Tribal Reservation is this Business located in: _____
7. Mailing Address: PO BOX 488 CHANDLER, AZ ~~85244~~ ~~85224~~ 85244 (City) [redacted] (Zip)
8. Business Phone: 602 252 5385 Daytime Contact Phone [redacted]
9. Does this transaction involve the sale of any portion of the percentage of ownership or corporate stock? ☐ Yes ☑ No If yes, submit a certified copy of minutes.
10. Has there been any change of Controlling Persons? ☐ Yes ☑ No if yes, submit a copy of the minutes, amended articles of organization and/or amended operating agreement showing change

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

Each new person listed in section III must submit a questionnaire (form LIC0101) and a Department approved fingerprint card which may be obtained at the Department of Liquor. A Controlling Person already disclosed to the Department is not required to submit a questionnaire.

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

New	Last First Middle	Title	Address	City	State	Zip
☐	BASHA, EDWARD NAJEEB, III	PRESIDENT	[redacted]			
☐	BASHA, MICHAEL JOSEPH	VP				
☐						
☐						

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

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

New	Last First Middle	% Owned	Address	City	State	Zip
☐	TRUST	16.49	[redacted]			
☐	TRUST	12.37				
☐	RISHWAIN, KAREN SYLVIA	10.31				
☐	NO ON ELSE OWNS 10% OR MORE					

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

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

Individuals requiring ADA accommodations please call (602)542-9027

SECTION 4 **(COMPLETE THIS SECTION FOR AGENT CHANGE)**

1. As an Agent, will you be physically present and operating the licensed premise? ☐ Yes ☑ No

If you answered YES, you must provide a copy of your Basic and Management Training Certificate obtained from a Department approved Liquor Law training provider BEFORE YOUR APPLICATION FOR AGENT ACQUISITION OF CONTROL OR RESTRUCTURE CAN BE SUBMITTED. If you answered NO, go to question 2.

2. Is there a current Manager at this license premises disclosed to the Department with the current Basic and Management Training Certificate? ☑ Yes ☐ No

If yes, Name of current Manager: Edmor (Last) Greg (First) Alan (Middle)

Basic Training ☑ **Yes** ☐ **No** **Management Training** ☑ **Yes** ☐ **No**

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

SECTION 5 **(COMPLETE THIS SECTION FOR AGENT CHANGE)**

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

1. License # _____

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

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

X _____
(Controlling Person/Existing Agent)

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

_____ of _____, _____
Day Month Year

My commission expires on: _____

_____
Signature of NOTARY PUBLIC

SECTION 6 **(COMPLETE THIS SECTION FOR RESTRUCTURE)**

Is there more than one licensed premises involved? ☑ YES ☐ NO

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

Type of current ownership:

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

Type of new ownership:

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

SECTION 7 **(COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)**

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

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

X _____
(Controlling Person/Existing Agent)

State of AZ County of Maricopa
The foregoing instrument was acknowledged before me this

1st of August, 2017
Day Month Year

My commission expires on: 6/24/20

MARILYN CHAPMAN
Notary Public - State of Arizona
MARICOPA COUNTY
My Commission Expires
June 24, 2020

Marilyn Chapman
Signature of NOTARY PUBLIC

Town Council Regular Meeting October 18, 2017 Individuals requiring ADA accommodations please call (602) 542-9027

BASHAS' INC. OFFICERS

TITLE	NAME	ADDRESS	CITY-STATE-ZIP
PRESIDENT CHIEF OPERATING OFFICER	Edward Najeeb Basha, III		
VICE PRESIDENT	Michael Joseph Basha		

STOCKHOLDERS

STOCKHOLDERS	ADDRESS	CITY/STATE/ZIP	% OF OWNERSHIP
Edward Najeeb Basha Trust – Nadine Kay Mathis, Trustee			16.49
Constance Vitale Trust – Azez Najeeb Basha, Trustee			12.37
Karen Sylvia Rishwain - Stockholder			10.31

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PROCLAMATION

Designating November 1, 2017 as

EXTRA MILE DAY

WHEREAS, *Camp Verde, Arizona is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and*

WHEREAS, *Camp Verde, Arizona is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and*

WHEREAS*, Camp Verde, Arizona is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and*

WHEREAS*, Camp Verde, Arizona acknowledges the mission of Extra Mile America to create 500 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2017.*

NOW THEREFORE*, the Mayor and Common Council of the Town of Camp Verde, AZ do hereby proclaim November 1, 2017 to be Extra Mile Day. We urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.*

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

_____ _____

Charles German, Mayor *Date*

Attest:

_____

Judy Morgan, Town Clerk

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PROCLAMATION

"Rural Communities of Arizona Day in Camp Verde, Arizona" September 28, 2017

WHEREAS; *The Town of Camp Verde is proud to be a rural community in the State of Arizona offering our unique rural way of life to the fabric of the State and being at the "Center of It All"; and*

WHEREAS; *rural Arizona communities represent 25% of the state's 6.4 million population with a wide variety of cultures, traditions, and histories; and*

WHEREAS; *rural Arizona contributes $29 billion dollars to the overall State of Arizona's Gross Domestic Product; and*

WHEREAS; *the topography of Arizona is enriched by the diversity in landscape from the Grand Canyon to the Saguaro National Park, from the agricultural fields to snow-capped peaks, from the arid desert to the cool and ever-flowing Verde River; and*

WHEREAS; *the people of rural Arizona are proud to perform key leadership roles throughout the State, benefiting not only the rural communities, but the state as a whole; and*

WHEREAS; *from statehood, Arizona's economy has benefitted through specific economic development opportunities, unique tourism attractions, and connections to higher education through our three State Universities; and*

WHEREAS*; the majority of Rural Arizona utilizes the area code 928; and*

NOW THEREFORE, BE IT RESOLVED*, that the Mayor and Common Council of the Town of Camp Verde, Camp Verde, Arizona, do hereby proclaim that the 28th day of the ninth month (in other words 928) of 2017 as "Rural Communities of Arizona Day in Camp Verde, Arizona" and urge the people of the Camp Verde community, as well as throughout the State, to reflect upon the contributions of the people from rural Arizona and the importance rural Arizona plays in the quality and characteristics that make the State of Arizona great.*

IN WITNESS WHEREOF*, I have hereunto set my hand and Official Seal of the Town of Camp Verde, Arizona, this 18th day of October 2017.*

_____ _____

Charles German, Mayor *Date*

ATTEST:

_____ _____

Judy Morgan, Town Clerk *Date*

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Proclamation

Camp Verde Family Caregiver Month

WHEREAS, *the month of November is National Family Caregiver Month and the Town of Camp Verde's family caregivers should be recognized for the value of the service they provide as Proclaimed by the Arizona Governor in October 2015; and*

WHEREAS, *each year 44 million family caregivers provide 37 billion hours of unpaid care and; in Arizona, caregivers provide over $9 billion of unpaid care; and*

WHEREAS, *family caregivers assist their loved ones with activities of daily living such as bathing, managing medications or preparing meals at an average of 20 hours per week; which affects employment as lost productivity and absenteeism costs businesses $17.1 billion annually; and*

WHEREAS*, family caregivers are the backbone of our aging communities and for individuals with disabilities by providing unpaid care for their loved ones; and therefore, each caregiver providing care within the Town of Camp Verde should be recognized for their selfless acts of care.*

NOW, THEREFORE, BE IT RESOLVED*, that the Mayor and Common Council of the Town of Camp Verde, Camp Verde, Arizona, do hereby proclaim the* ***month of November each year*** *as Camp Verde Family Caregiver Month*

_____

Charles German, Mayor

Attest:

_____

Judy Morgan, Town Clerk

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RESOLUTION 2017-986

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, IN SUPPORT OF THE I-17 ANTHEM TO CORDES JUNCTION INFRASTRUCTURE FOR REBUILDING AMERICA (INFRA) GRANT

WHEREAS, the above matter came before the Town of Camp Verde. The Mayor and Common Council of the Town of Camp Verde along with the Metropolitan Planning Organization, County and other municipal officials, have met to discuss the importance of the Interstate 17 (I-17) corridor to Arizona; and,

WHEREAS, the I-17 corridor has been identified by the Arizona Department of transportation (ADOT) as a "Key Commerce Corridor"; and,

WHEREAS, the I-17 corridor plays a significant role in the movement of people, goods, and services across the State of Arizona; and,

WHEREAS, the concern over the increasing amount of crashes on 1-17, specifically between Black Canyon City and Cordes Junction, causing complete shut downs of the 1-17 corridor affect not only the region, but all of Arizona; and,

WHEREAS, uncertain transportation funding will affect the economic vitality, mobility, safety, and general welfare of the region, as well as all of Arizona; and,

WHEREAS, Governor Ducey, the Legislature, elected officials and staff, transportation professionals, the business community, and private citizens acknowledge the need to seek out alternate transportation funding mechanisms; and,

WHEREAS, Central Yavapai Metropolitan Planning Organization (CYMPO) and the Town of Camp Verde determined that the acceleration of the identified I-17 project is in the public's best interest; and,

WHEREAS, the required I-17 improvements exceed the capacity of current transportation revenue fund sources; and,

NOW,THEREFORE, BE IT RESOLVED that the Town of Camp Verde Mayor and Common Council formally declares support of the Arizona Department of Transportation's INFRA Grant Application, to deliver improvements for the entire 1-17 corridor.

PASSED AND ADOPTED this Date October 18, 2017

_____

Charles German, Mayor

Attest:

_____

Judy Morgan, Town Clerk

Approved as to form:

William J. Sims

_____

William Sims, Town Attorney

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Town of Camp Verde

Meeting Date: October 18, 2017

☐ *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): **Discussion, consideration and possible direction to staff relative to Verde Lakes Park with a pond; including, but not limited to exploring opportunities and challenges with reverting the park from privately owned to a municipal park.**

Background:

This historic park with a pond was established in the Verde Lakes neighborhood prior to the 1970s. The property was generously donated by Elmer Moody to serve as a public park. Subsequently, the park reverted to a private park with membership access only. The Moody Family and generally the local residents want this property to revert back to a municipal park and the Town to take ownership which includes maintenance and liability of the property. The water quality is poor and there is a substantial amount of deferred maintenance including drainage issues which necessitate funding for short and long-term improvements. It would be helpful for the Town Council to take a field trip to the park before it is agendized again.

Park/pond stats:

Total Park Area: 6.8 acres
Water Surface Area: Upper Pond 1.2 acres. Lower Pond; 1.5 acres
Acre Feet of Water: Upper Pond; 10 acre-feet. Lower Pond 15 acre-feet
Water Depth: Upper Pond; 12-feet max, 8-feet average depth. Lower Pond; 16-feet max, 10-feet average depth
Water Surface Elevations: Upper Pond; 3172-feet. Lower Pond; 3170-feet
Environmental Issues: unknown at this point in time.

1. **Legal/ Liability:**
   a) Liability: consulted with the Risk Pool representative and there is no additional cost to premiums unless there are buildings (e.g. restrooms) or playground equipment added at some point in time.
   b) Parks and Recreation Statute re: immunity applies unless court of law determines the Town is grossly negligent (hazard awareness and not mitigating or warning users).
   c) Historical deeded water rights (ranches and several private property in surrounding areas irrigating or watering livestock) issues v. good of the neighborhood community. May not be able to fill ponds from ditches, but a Town-owned well could supply the necessary water.
   d) Camp Verde Fire and Medical firefighting resource/suppression/dry hydrant

e) If the Town does not own property, legally the Town cannot improve the park without consideration of equal value.

2. <u>Short-term Repairs and Immediate Needs</u>

a) Acquire the park property, the Town must obtain ownership to utilize public funding for park improvements
b) Survey park boundary
c) Prepare a park improvement plan
d) Make it as safe as possible
e) Utilize the adult probation crews to clean up heavy undergrowth, remove poison ivy and weeds, and make safe any trip and/or fall hazards.
f) Install picnic tables, benches, garbage cans, and a port-a-john(s)
g) Removal of large felled or leaning trees; $3,000 to $6000 each; expertise from arborist would be helpful
h) Access control; install perimeter fencing where necessary with gates to control access, protect children and to inhibit wild and domestic animals from entering the park
i) Signage; park hours and rules/regulations, post park improvement plan, and name of park; Moody (Family) Park
j) Security: CVMO patrols to discourage crime
k) Outreach: form partnership with neighborhood ask for volunteers
l) Pedestrian safety; stripe street cross walks and install associated signage
m) No swimming allowed signs – per Ed Bantel

3. <u>Long-term incremental improvements 2…8..10 yrs.</u>

a) Construct a parking lot
b) Dredge and line the ponds to reduce water loss due to infiltration
c) Improve water supply; divert local drainage to the ponds and drill an onsite well to provide water for the ponds
d) Provide a connection to the pond for Fire Trucks to draft water for firefighting purposes
e) Improve water quality with aeriation recirculating fountains
f) Redirect overflow to avoid flooding surrounding properties and direct any runoff to the Bull Pen Wash
g) Bank protection; repair and riprap eroded banks
h) Construct restrooms w/leach field in parking lot, green options requires more maintenance and refuse removal
i) Develop a recreation plan and construct amenities. Potentially this could include: repair/construct a perimeter trail, picnic areas possibly with shade ramadas and BBQs, playground equipment, a fishing pier and stocking the ponds for fishing.

4. <u>Funding to Improve Park</u>

a) Annual Budgets that include funding for improvement and maintenance staff
b) State Lake Improvement Funding SLIF Grants, other recreation grants

c). Privately established 501c 3 nonprofit Neighborhood Assoc. to accept donations AKA Friends of Verde Lakes Park

5. **<u>Water Rights</u>**
   It appears that clearly there are historic rights for these lands that the ponds are on, however during the past few years there continues to be a dispute on how much and when. If Council wants to continue to pursue the project staff will sit down with local users as identified and determine a clear path for mutual benefit of the ponds and local users.

List Attached Documents: See attached photos

Reviews Completed by:

☒ *Department Head:*___ ☐ *Town Attorney Comments:*

☒ *Finance Department:*

Fiscal Impact: More specific impacts will be determined based on Council's direction to staff

Recommended Action (Motion):

Move to:

1. Direct staff to explore opportunities and challenges with the option to revert the park from privately owned to a municipal park including: seeking final legal advice, determine definitive costs (present value v. future value), establish potential improvement timelines and agendize in the next month relative to a more formal consideration to work with residents regarding the possible transfer of property title.
2. Decide to not move forward with this project at this point in time due to the challenges of the Town-owned property including maintenance, liability and other obligations of the Verde Lakes Park.

Instructions to the Clerk: Agendize in November if that is Council's direction

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RESOLUTION 2017-987

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, TO AUTHORIZE THE APPLICATION FOR A CLEAN WATER STATE REVOLVING FUND LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA.

WHEREAS, the Town of Camp Verde ("Town") of Yavapai County has identified a need for a wastewater capital improvement project; and

WHEREAS, pursuant to Sections 9-521 through 540, and specifically Section 9-571, Arizona Revised Statues, the Town, may obligate the revenues generated by its wastewater system to repay a loan from the Water Infrastructure Authority of Arizona; and

WHEREAS, the Town certifies that the population of the community is under 50,000 in population as of the most recent U.S. Census data; and

WHEREAS, the Town population at the time of this request is approximately Eleven Thousand (11,000) which meets the requirement under A.R.S. § 9-571; and

WHEREAS, it is in the Town's best interest to pursue and apply for financial assistance from the Water Infrastructure Finance Authority of Arizona of an amount not to exceed $3,100,000.00 for wastewater capital improvement projects;

NOW THEREFORE THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA RESOLVE AS FOLLOWS:

Section 1. The Town Manager of the Town is hereby authorized to apply for Clean Water State Revolving Fund financial assistance from the Water Infrastructure Finance Authority of Arizona.

Section 2. The Town Manager & Finance Director are each authorized to take such actions as are necessary to apply for financial assistance in an amount not to exceed $3,100,000.00 payable from revenues of the wastewater system.

Section 3. All actions of the officers and agents of the Town which conform to the purposes and intent of this resolution and which further the completion of the application as contemplated by this resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the Town are hereby authorized and directed to do all such acts and things and to execute and deliver all such application documents on behalf of the Town as may be necessary to carry out the terms and intent of this resolution.

PASSED AND APPROVED by majority vote of the Common Council at the regular meeting of October 18, 2017:

PASSED AND ADOPTED:

_____

Mayor Charles German Date

Attest:

_____

Town Clerk Deborah Barber Date

Approved as to Form:

_____

Town Attorney W.J. Sims Date

RESOLUTION 2017-988

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ACTING AS TRUSTEES OF THE CAMP VERDE SANITARY DISTRICT, TO AUTHORIZE THE APPLICATION FOR A CLEAN WATER STATE REVOLVING FUND (SPECIAL ASSESSMENT) LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA.

WHEREAS, the Camp Verde Sanitary District (CVSD) has identified a need for a wastewater capital improvement project; and

WHEREAS, pursuant to Section 48-2011-01, Arizona Revised Statues, CVSD may obligate special assessments to repay a loan from the Water Infrastructure Authority of Arizona ("WIFA"); and

WHEREAS, it is in the best interest of CVSD to pursue and apply for financial assistance from WIFA of an amount not to exceed $2,900,000.00 for such wastewater project;

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ACTING AS TRUSTEES OF THE CAMP VERDE SANITARY DISTRICT, AS FOLLOWS:

Section 1. The Finance Director & Town Manager of the Town of Camp Verde ("Town") are each hereby authorized to apply for Clean Water State Revolving Fund financial assistance from WIFA.

Section 2. The Town Manager & Finance Director are each authorized to take such actions as are necessary to apply for financial assistance in an amount not to exceed $2,900,000.00 payable from special assessments.

Section 3. All actions of the officers and agents of the Town which conform to the purposes and intent of this resolution and which further the completion of the application as contemplated by this resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the Town are hereby authorized and directed to do all such acts and things and to execute and deliver all such application documents on behalf of the Town as may be necessary to carry out the terms and intent of this resolution.

PASSED AND APPROVED by majority vote of the Common Council at the regular meeting of October 18, 2017:

PASSED AND ADOPTED:

_____

Mayor Charles German Date

Attest: **Approved as to Form:**

Town Clerk Deborah Barber Date

Town Attorney W.J. Sims Date

RESOLUTION 2017-989

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ACTING AS TRUSTEES OF THE CAMP VERDE SANITARY DISTRICT, TO AUTHORIZE THE APPLICATION FOR A CLEAN WATER STATE REVOLVING FUND (PROPERTY TAX) LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA.

WHEREAS, the Camp Verde Sanitary District (CVSD) has identified a need for a wastewater capital improvement project; and

WHEREAS, pursuant to Section 48-2011-01, Arizona Revised Statues, CVSD may obligate special assessments to repay a loan from the Water Infrastructure Authority of Arizona ("WIFA"); and

WHEREAS, it is in the best interest of CVSD to pursue and apply for financial assistance from WIFA of an amount not to exceed $2,500,000.00 for such wastewater project;

NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ACTING AS TRUSTEES OF THE CAMP VERDE SANITARY DISTRICT, AS FOLLOWS:

Section 1. The Finance Director & Town Manager of the Town of Camp Verde ("Town") are each hereby authorized to apply for Clean Water State Revolving Fund financial assistance from WIFA.

Section 2. The Town Manager & Finance Director are each authorized to take such actions as are necessary to apply for financial assistance in an amount not to exceed $2,500,000.00 payable from property taxes.

Section 3. All actions of the officers and agents of the Town which conform to the purposes and intent of this resolution and which further the completion of the application as contemplated by this resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the Town are hereby authorized and directed to do all such acts and things and to execute and deliver all such application documents on behalf of the Town as may be necessary to carry out the terms and intent of this resolution.

PASSED AND APPROVED by majority vote of the Common Council at the regular meeting of October 18, 2017:

PASSED AND ADOPTED:

_____

Mayor Charles German Date

Attest: **Approved as to Form:**

Town Clerk Deborah Barber Date Town Attorney W.J. Sims Date

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