

AGENDA



**REGULAR SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street, Room #106
WEDNESDAY, NOVEMBER 19, 2008
at 6:30 P.M.**

If you are carrying a cell phone, pager, computer, two-way radio, or other sound device, we ask that you turn it off when you enter Council Chambers. Remove your hats for the Pledge of Allegiance. All Presentations are limited to 10 minutes.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) **Approval of the Minutes:**
 - 1) Regular Session – November 5, 2008
 - 2) Special Session – November 5, 2008
 - 3) Executive Session – November 5, 2008 (Taped)
 - b) **Set Next Meeting, Date and Time:**
 - 1) November 26, 2008 at 6:30 p.m. – Council Hears Planning & Zoning – **CANCELLED**
 - 2) December 3, 2008 at 6:30 p.m. – Regular Session
 - 3) December 10, 2008 at 6:30 p.m. – Work Session – Water Education
 - 4) December 17, 2008 at 6:30 p.m. – Regular/Council Hears P&Z COMBINED
 - 5) December 24, 2008 at 6:30 p.m. – Council Hears Planning & Zoning - **CANCELLED**
 - c) **Possible approval of Ordinance 2008-A358, an ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, amending Section 2-3-7.1C of the Town Code** (Staff Resource: Debbie Barber)
 - d) **Possible acceptance of the resignation letter from Therese Tobish, Parks & Recreation Commission and possible approval of the Certificate of Appreciation for her service.** (Staff Resource: Lynda Moore)
5. **Call to the Public for Items not on the Agenda.**
6. **Council Informational Reports** Individual members of the Council may provide brief summaries of current events and activities. These summaries are strictly for informing the 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.

Mayor Gioia requested item #7:
7. **Presentation of the Wii Virtual Reality Gaming System donated by Walmart to the Camp Verde Senior Citizen's Center.**
8. **Presentation and discussion, consideration, and possible direction to staff concerning the following:**
 - a. **Policy of allowing encroachment of structures into the Town's Rights-of-Way.**
 - b. **Allowing Mr. Allen's construction project (Sutler Building on Main Street) to proceed while the necessary documents are prepared.** (Staff Resource: Nancy Buckel)
9. **Discussion, consideration, and possible direction to staff relative to the enforcement of Town Code, Chapter 9, Business Regulations.** (Staff Resource: Debbie Barber)
10. **Update and discussion of the 2009 Primary/General election for Mayor and four (4) Council members.** (Staff Resource: Debbie Barber)

11. **Report of the Town's financial condition, followed by discussion, consideration, and possible authorization to implement the Manager's recommendations relative to adjusting expenditures in order to bring them in line with current revenue projections. Adjustments may include, but not be limited to reorganization of staff and/or Town resources, reducing and/or eliminating expenditures in various line items, etc. (Staff Resource: Michael Scannell)**
12. **Discussion, consideration and possible authorization for Councilmember German, Sanitary District liaison, and the Manager to negotiate options to the May 12, 2007 Recorded IGA, Section 2.1.9 'ground lease' that would be reasonably acceptable to the Camp Verde Sanitary District with respect to:**
 - a. **The Town leasing 15 acres of ground at the Sanitary District site.**
 - b. **Establishing the lease period as 50 years rather than 25 years as referenced in the IGA.**
 - c. **The Town assuming responsibility for the cost of surveying the 15-acre parcel for purposes of a legal description should the District agree to proceed with the lease.**
 - d. **Staff submitting to the District and regulatory agencies any plans we may have for constructing capital facilities at the site. (Staff Resource: Michael Scannell)**
13. **Discussion, consideration, and possible approval of the revised Intergovernmental Agreement (IGA) with Camp Verde Unified School District (District) for the operation of the Camp Verde Heritage Pool. The IGA proposed by the District makes substantive changes to the maintenance and operations costs of the pool, placing bulk of the financial responsibility solely on the Town's budget. Discussion may include direction for further negotiation of the terms of the IGA. (Staff Resource: Lynda Moore)**
14. **Discussion, consideration, and possible authorization to go to public auction for that piece of property identified as a vacant .36-acre parcel of residential land located east of McCracken Lane in the 1200 Block South, a portion of parcel 404-02-171. (Staff Resource: Lynda Moore)**
15. **Call to the Public for Items not on the Agenda.**

There will be no Public Input on the following items:

16. **Advanced Approvals of Town Expenditures**
 - a) **There are no advanced approvals.**
17. **Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.
18. **Adjournment**

Posted by: *C. Jones*

Date/Time: *11-14-08*

8:20 a.m

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

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

**MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
WEDNESDAY, NOVEMBER 5, 2008
6:30 P.M.**

**Minutes are a summary of the actions taken. They are not verbatim.
Public input is placed after Council motions to facilitate future research.
Public input, where appropriate, is heard prior to the motion**

1. Call to Order

The meeting was called to order at 6:40 p.m.

2. Roll Call

Mayor Gioia, Councilors Smith, Garrison, Kovacovich, Elmer and German were present; Vice Mayor Hauser was absent.

Also Present: Town Manager Mike Scannell, HR Director/Town Marshal Dave Smith, Asst. to Town Manager Carol Brown, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper.

3. Pledge of Allegiance

The Pledge was led by German.

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) Joint Meeting with YAN Tribal Council – October 28, 2008
- 2) Council Hears P&Z – October 22, 2008
- 3) Regular Session – October 15, 2008
- 4) Council Hears P&Z – September 24, 2008

b) Set Next Meeting, Date and Time:

- 1) November 12, 2008 at 6:30 p.m. – Special Session with RBF to consider Park Master Plan
- 2) November 19, 2008 at 6:30 p.m. – Regular/Council Hears P&Z COMBINED
- 3) November 26, 2008 at 6:30 p.m. – Council Hears Planning & Zoning – **CANCELLED**

c) Possible authorization to pay the \$5,000 deductible to Southwest Risk to settle the litigation Davenport v. Town of Camp Verde. (Staff Resource: Carol Brown)

d) Possible approval of the Manager's Compensation Package (Staff Resource: David R. Smith)

On a motion by Smith, seconded by Garrison, the Consent Agenda was unanimously approved as presented, with the corrections to the Minutes of October 22, 2008 and October 15, 2008 noted; Garrison abstained from approval of the Minutes of October 22, 2008 since she was absent; Elmer abstained from approval of the Minutes of October 15, 2008 since he was absent.

Kovacovich requested a correction to the Minutes of October 22, 2008, as follows: Under Item 4.e), second paragraph, "Smith noted an oversight..." should state, "**Kovacovich** noted an oversight..."; also, Garrison pointed out that she was incorrectly reported in the Minutes of October 22, 2008 as being present; Gioia requested a correction to the Minutes of October 29, 2008, under Item 4, second paragraph, beginning, "The Mayor permitted open dialog between audience members and Mr. Kugler," should also indicate that Council had first participated and had their input; the notes included near the end of Item 4 should be removed; the paragraph above the notes should be amended to indicate that the discussion was about the lighting and lighting cost, not about the work force.

5. Call to the Public for Items not on the Agenda.

(Comments from the following individuals are summarized.)

Robin Whatley reported on the success of the Main Street Trick or Treat Halloween event Friday night; the businesses did a great job, and Ms. Whatley especially recognized the participation of both Mayor Gioia and Councilor Kovacovich.

Virginia Levy said she is requesting permission to operate a small one-horse carriage service, using a Shetland pony, for the Town of Camp Verde Main Street; she is a professional carriage driver from Atlanta, and believes the service would fit in with the rural theme of the Town. Ms. Levy added that the merchants have expressed enthusiasm for her idea. *Mayor Gioia invited her to meet with staff to discuss her request further.*

Amber Polo, as a Library volunteer, explained that she is planning a Read-In this Saturday to be participated in by Town celebrities, including Mayor Gioia, Marshal Smith, Mark from the press, Tracy Schmikowsky and Mary Taylor, Kathy Davis, Chip Norton, Debbie Barber, and Chip Davis, the County Supervisor will also be appearing. Ms. Polo said everyone is invited to come and enjoy the Read-In.

Howard Parrish wanted to remind everyone about the American Legion Veterans Day Parade event on Sunday at 1:00 p.m.; about 25 entries have been received to date.

There was no further public input.

6. **Council Informational Reports**

Smith offered congratulations to President-elect Obama and Biden; Smith said he was serving his country when President Kennedy was assassinated, and when Martin Luther King was killed. Smith said we have come a long way in 40 years; we should support our new President and hopefully all come together.

Garrison reported on completion of the NACOG Tourism event; it was a great success and very well received by those attending. Some of the attendance had been affected by the downturn in the economy, but the 56 people who came had some amazing information to share about their communities. Garrison congratulated Chip Norton on his win; the VIP's participated in the Halloween event, and they will be working with the Veterans Parade on Sunday. Garrison said she had attended all the meetings she had been scheduled to attend; there will be a Transportation meeting and all the information of dates and times have been given to the Council and the newspapers.

Kovacovich thanked all the citizens and families who came out for the Friday night Halloween celebration; everyone had a good time.

German said that he had requested two items to be put on the Agenda for the meeting of November 19th; one on how to proceed on the 15 acres, and the other regarding information gleaned from a meeting with the School Superintendent.

Elmer requested Mayor Gioia to read his letter to the public. Gioia said he would after he gave his report.

Gioia invited the community to attend the Veterans Day Parade; everyone has been working hard to make it a success. NACOG has sent a letter of thanks for the recent tourism event; they were thrilled with the "red carpet" put out for them by the Town. Gioia thanked the merchants for the Trick or Treat on Main Street successful event, commented on other area events and the re-opening of a business in a new location and how the Main Street event benefited them. Gioia added a reminder to shop locally to support the businesses.

Gioia then read the letter from Greg Elmer that outlined the pressures on his personal and business life, particularly in light of the current economic situation, all of which have led him to make the sad and difficult decision to resign as a Council member, to be effective November 30, 2008. Gioia added that he was deeply sorry to receive the notice.

Councilor Elmer requested Item #7:

7. **Chamber of Commerce presentation of accomplishments and activities during the first quarter, followed by possible discussion with Council. Discussion may include an invitation to the Chamber to continue quarterly reports to the Council.**

There was no action taken.

Elmer said that Tracy, from the Chamber of Commerce, had requested an opportunity to give a report on the activities of the Chamber. Elmer said he would also like to have a discussion on perhaps requesting quarterly reports from the Chamber instead of relying solely on reports from the liaison appointed to attend the Chamber meetings.

Tracy Schmikowsky took the Council through a Familiarization Tour on the operation of the Chamber of Commerce in connection with grants; she distributed copies of a preprint brochure advertising for Fall that had been created by the Arizona Office of Tourism, and gave a brief Power Point presentation that included ways the Chamber is advertising on the Internet, and the greatly increased number of visitors to the website.

The Council discussed with Ms. Schmikowsky the information she had reviewed, and the members expressed appreciation for the offer to provide frequent, or quarterly, reports. There was general agreement on the benefit of the

Town being able to maintain a close relationship with the Chamber.

PUBLIC INPUT

Mary Taylor, President of the Chamber, commented in response to a question from the Council on including links to the Parks that they come to the Board meetings monthly, so there is continual correspondence with them on the State and National Parks.

There was no further public input.

Town Manager Scannell said he believes it is important for the Chamber to come and visit with the Council every quarter; Elmer said that the Council should direct staff to make sure to put them on the Commission Reports.

8. **Discussion, consideration, and possible direction to the Manager relative to the following flood insurance options 1) Cancel the 'contents and building' for the former Marshal's Office and 2) Increase the library's 'contents' to the maximum allowable coverage of \$500,000, at an additional expense of \$1,915. (Staff Resource: Carol Brown)**

On a motion by German, seconded by Smith, the Council unanimously voted approval to cancel the flood insurance on the "contents and building" for the former Marshal's Office and to increase the library's 'contents' to the maximum allowable coverage of \$500,000, at an additional expense of \$1,915.

Asst. to the Town Manager Carol Brown reported on her research into the issue of flood insurance with the original intent to hopefully save money. It was discovered that the former Marshal's Office is no longer being used as it was, plus the Library contents were found to be very under-insured. Ms. Brown requested increasing the insurance on the Library and its valuable contents, although there is a limit of only \$500,000. With an increase in that insurance, and the savings realized by canceling the insurance on the former Marshal's Office, there would be a net additional expense of \$1,915, and the funds are available in the budget. The members discussed with Ms. Brown the figures she reviewed; an analysis of the costs was included in the agenda packets.

There was no public input.

Gioia suggested that it would be in order to follow through and authorize the funding for the options reviewed by Ms. Brown; German reminded everyone of the planned flood zone re-mapping, but it was agreed that at least for this year the Town should go ahead with the insurance and see what changes later. Gioia said that he had discussed with the Manager sending a representative to the County to keep the Town involved in the process and to relay anecdotal water information to FEMA. Scannell explained that Ms. Brown has been given the task of beginning to take on Risk Management duties and to begin to assess the adequacy of the Town's different insurance coverage, commending her on the work she has done. Scannell said that the Council can expect to be receiving more reports and updates, as well as recommendations and requests for guidance on how to manage the Risk Management profile. Gioia pointed out for the public that this was another example of how the Council and staff are working on putting the Town's house in order, and thanked staff for their diligence.

Smith wanted to keep the public aware of the two cell doors at the old Marshal's Office are from the Territorial Prison, and the Town does not want them to disappear during future changes in development.

9. **Discussion, consideration, and possible approval to reclassify the Animal Shelter Operator position to an Animal Control Officer position to increase the number of days and hours an Animal Control Officer is available to the public. (Staff Resource: David R. Smith)**

On a motion by Smith, seconded by Kovacovich, the Council unanimously approved to reclassify the Animal Shelter Operator position to an Animal Control Officer position to increase the number of days and hours an Animal Control Officer is available to the public.

Marshal Smith said that because of past concerns about the Animal Control Officer being unable to respond to calls on some days, the Town Manager had requested him to look into and try to resolve the problem. The Animal Shelter Operator is willing to be trained as an Animal Control Officer, which would allow two Animal Control Officers to share duties, with one available to be able to respond more days. The increase in cost would be \$3,000 per annum.

The Council discussed the operation of the Shelter and the valuable assistance of the volunteers, commenting on personal experiences. Scannell thanked Smith for the analysis and the small investment resulting in an increased amount of coverage. He added that on November 19th he will be coming to the Council to discuss a budget balancing

strategy, and that there are interesting budget challenges ahead.

There was no public input.

10. **Discussion, consideration, and possible direction/guidance to the Manager relative to the Town investing funds to prepare a 'Master Lease' Request for Proposal (RFP) for the Town-owned Rio Verde Plaza property.**
(Staff Resource: Michael Scannell)

A motion by German that Council proceed with its original decision and do nothing with the building, other than to test the tile for asbestos, was withdrawn for lack of a second..

Staff was directed to compose a letter for transmittal to Mr. Eggstaff thanking him for his interest in the matter and indicating that the Town will not be proceeding with the issuance of an invitation for bid, wishing him well and thanking him for his interest in the Town of Camp Verde; the decision about the building stands from prior action, that is not changed, but simply closes out the communication that Mr. Eggstaff began; the letter should be drafted and sent out in the next day or so.

Scannell reminded the Council of the letter received a number of weeks ago from Greg Eggstaff, who owns the mall in which the Basha's Market and other stores are located. Mr. Eggstaff had learned of the Rio Verde Plaza issues and expressed interest in his firm entering into a master lease to manage that asset for a period of time; whereby the Town would receive a single payment per annum from Mr. Eggstaff as the landlord. As requested by Council, Scannell followed up on the proposal and toured the subject property with Mr. Eggstaff who has now submitted a letter to the Council outlining an alternate approach for the Town to test through an RFP whether others might also have interest. Scannell said he was requesting direction relative to the Town investing the funds to prepare the RFP and pursue the matter further. The members discussed with Scannell the state of the Town's financial situation, the cost of preparing an RFP, and the condition of the building and expense of repairs, either for the Town or the party willing to enter into a Master Lease in light of the current economy and the deterioration of the rental market. Discussing the condition of the building, there was also confirmation that there is asbestos in the building that would need to be disclosed in connection with any lease. There were comments and general agreement that the Town should just proceed with demolition of the building, as previously decided and voted upon. As far as disclosing the extent of repairs to other interested parties, Scannell assured the Council that Mr. Eggstaff had been aware of those problems from the beginning, and had planned to factor the costs into long-term leases in order to recapture his investment. Scannell questioned whether Mr. Eggstaff could fill up the units, recapture his investment, and give the Town any appreciable proceeds from a master lease, and suggested that Mr. Eggstaff had come to that conclusion as the market has deteriorated. It was further agreed that any suggested testing for asbestos at this time not be considered, since testing will be required prior to any demolition.

There was no public input.

Councilor Garrison requested item #11:

11. **Update, discussion, consideration, and possible direction to staff relative to the use of the timer during meetings.**

Staff was directed to continue to use the timer for the public input, and Council will continue to police themselves.

Garrison said that she had discussed with Town Clerk Barber the use of the timer, questioning why an extra staff person was necessary at some Council meetings; Barber was asked to share with the Council her answer to Garrison's question. Barber explained that after starting to use the timer for both the Council and the public, and then during the absence of the Recording Secretary during the month of August because of vacation time and illness, it became apparent that it was difficult to manage both the timer and type computer log notes of the proceeding at the same time, while timing both the Council members and the public speakers. Barber suggested that the process would be manageable if the timing did not apply to Council members, but only the public. It was pointed out that the public deserves to hear the full discussion and comments by the Council members, without time restrictions, keeping in mind that the members should continue to be self-limiting in their discussions and comments. Barber said she would bring back for Council approval a change in the Ordinance eliminating the use of the timer for Council members.

There was no public input.

12. **Call to the Public for Items not on the Agenda.**
There was no public input.

13. **Advanced Approvals of Town Expenditures**

a) **There are no advanced approvals.**

There were no advanced approvals.

14. **Manager/Staff Report**

Scannell said that Ron Long, the Public Works Director, sent a communication to the Town Council dated October 22, 2008 regarding the discussion on asphalt mixing; and if Council wants any action over and above what he has reported, to please let the Manager know.

15. **Adjournment**

On a motion by Kovacovich, seconded by Smith, the meeting was adjourned at 8:19 p.m.

Margaret Harper, Recording Secretary

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on the 5th day of November 2008. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2008.

Debbie Barber, Town Clerk

**MINUTES
SPECIAL SESSION
MAYOR and COMMON COUNCIL
Of the
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street #106
Wednesday, NOVEMBER 5, 2008
5:30 p.m.**

**Minutes are a summary of the actions taken. They are not verbatim.
Public input is placed after Council motions to facilitate future research.
Public input, where appropriate, is heard prior to the motion**

1. Call to Order

Mayor Gioia called the meeting to order at 5:30 p.m.

2. Roll Call

Mayor Gioia and Councilors Elmer, Garrison, German, Kovacovich, and Smith were present. Vice Mayor Hauser was absent.

Also Present:

Town Manager Michael Scannell, Community Development Director Nancy Buckel, and Town Clerk Deborah Barber

Attorney Sims was present telephonically.

Mayor Gioia read the following agenda item aloud. Attorney Sims recommended that Council hear the item in Executive Session for legal advice. On a motion by German, seconded by Kovacovich, the Council voted to go into executive session, with Garrison voting no.

The meeting was recessed at 5:32 p.m. and reconvened at 6:40 p.m.

3. Update, discussion, consideration, and possible direction to staff and/or discussion or consultation with the Town Attorney for legal advice concerning the Section 105 Hearing and the operation of Canyon Wood Supply owned by California Hotwood, Inc. formerly known as Zellner's Wood Yard.

Note: Council may vote to go into Executive Session pursuant to ARS §38-431.03(A)(3) for discussion or consultation with the attorney for legal advice and §38-431.03(A)(4) for discussion or consultation with the attorney in order to consider Council's position regarding contracts that are the subject of negotiation, in pending or contemplated litigation, or in settlement discussions in order to avoid or resolve litigation. (Staff Resource: Town Attorney)

Council took no action on this item.

4. Adjournment

The meeting was adjourned at 6:40 p.m.

Deborah Barber, Town Clerk

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Special Work Session of the Town Council of Camp Verde, Arizona, held on the 5th day of November 2008. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2008.

Debbie Barber, Town Clerk

**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Date: November 19, 2008

Meeting Type: Regular Session

Type of Presentation: Verbal Only

REFERENCE DOCUMENT: Ordinance 2008-A358

AGENDA TITLE: (Be Exact):

Discussion, consideration, and possible approval of Ordinance 2008-A358, an ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, Amending Section 2-3-7.1C of the Town Code.

PURPOSE AND BACKGROUND INFORMATION:

At the November 5, 2008, Council directed staff to remove the 3-minute time limit from Council discussion. This ordinance accomplishes that goal.

STAFF RECOMMENDATION(S): (Suggested Motion)

Approve Ordinance 2008-A358, Ordinance 2008-A358, an ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, Amending Section 2-3-7.1C of the Town Code.

Type of Document Needing Approval:

Finance Director Review

Budgeted/Amount: N/A

Comments:

Fund:

Line Item:

Submitting Department: Clerk's Office

Contact Person: Debbie Barber

Town Manager/Designee:

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.



ORDINANCE 2008-A358

**AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE,
YAVAPAI COUNTY, ARIZONA,
AMENDING SECTION 2-3-7.1C OF THE TOWN CODE**

Section 2-3-7 Order of Business is amended as follows:

Article 2-3 –Council Procedures

Section 2-3-7.1 Management of Meetings

- A. Where practicable, executive sessions will be held prior to the regular business meetings, as opposed to during or following a meeting.
- B. Meetings will conclude at 10:00 p.m. with planned recesses during the meetings.
- C. ~~Council member discussion is limited to three (3) minutes per member.~~ If an item is opened for public input, the public may address the item one time. Public input is limited to three (3) minutes.
- D. All routine, administrative-type items such as contract awards and approvals, proclamations, etc. shall be placed on the Consent Agenda.
- E. Previously approved items, such as budgeted items do no require further Council action and will not be placed on an agenda.
- F. All presentations are limited to ten (10) minutes for the presentation and discussion period.

PASSED AND ADOPTED in open meeting by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, on the 19th day of November 2008.

Tony Gioia, Mayor

Approved as to form: _____
Town Attorney

Attest:

Date:

Deborah Barber, Town Clerk

11-10-08P12:13 RCVD

NOVEMBER 7, 2008

Therese M Tobish
283 E Stolen Blvd
Camp Verde, AZ 86322

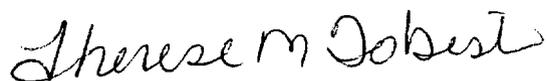
To Whom it may concern,

Please accept my letter of resignation effective December 1, 2008 from the Parks and Recreation Commission.

Due to personal reasons I can not devote the time I feel is necessary to be a Commission member.

Thank you for the opportunity to serve on the Commission.

Sincerely,



Therese M Tobish

Term expires Sept. 2010

This certificate is awarded to

Therese M. Tobish

*In recognition of his valuable service to
the Town for his time serving on the
Parks & Recreation Commission .*



TOWN OF CAMP VERDE

Mayor Tony Gioia

Date

**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Date: 11-19-08

Meeting Type: Regular

Type of Presentation: PowerPoint

REFERENCE DOCUMENT: N/A

AGENDA TITLE: (Be Exact): Presentation, Discussion and possible Direction to staff concerning the following:

1. Policy of allowing encroachment of structures into the Town's Right of Way.
2. Allowing Mr. Allen's construction project to proceed while all necessary documents are prepared.

PURPOSE AND BACKGROUND INFORMATION: It has come to staff's attention that because of the proximity of current structures to the Town's Right of Way along Main Street, any construction or remodel activity may require encroachment into the Right of Way. Mr. Allen's project for the steak house in the Sulter Building is an example of such activity. Mr. Allen has gone through Design Review and Building Permitting process. No written authorization has been given for him to build his porch in the Right of Way. Thus the reason for this discussion. Then discussing this issue with the Town Manager and Town Engineer it was determined this issue needed to come before Council for a policy decision and for staff to report to Council on how other communities deal with this issue.

Staff has contacted Cottonwood and Flagstaff, both of which have similar situations in their old business districts. Cottonwood requires a Right of Way permit to be issued by the Town Engineer and an Encroachment Easement to be approved by Council and recorded. Flagstaff issues an Encroachment Permit, and records an Encroachment Easement as required by their City Code which is similar in nature and documentation to Cottonwood's process. Staff would like direction from Council so that permit applications can be designed for administrative review and approval. Staff would like a expedite the resolution of this matter and allow Mr. Allen to proceed with the completion of his project.

STAFF RECOMMENDATION(S): (Suggested Motion) Direct staff on Council's policy decision for allowance of encroachment into the Town's Right of Way and on allowing Mr. Allen to proceed with his project.

Type of Document Needing Approval: Other

Finance Director Review
Budgeted/Amount N/A

Comments:

Fund: N/A

Line Item: _

Submitting Department: Planning Zoning

Contact Person: Nancy Buckel

Town Manager/Designee:

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Date:

Meeting Type:

Type of Presentation:

REFERENCE DOCUMENT:

AGENDA TITLE: (Be Exact):

Discussion, consideration, and possible direction to staff relative to the enforcement of Town Code Chapter 9, Business Regulations.

PURPOSE AND BACKGROUND INFORMATION:

Council recently approved changes to the business regulations & staff has been working diligently to bring all businesses into compliance. We have a few businesses that refuse to get and/or update their licenses. With the limited staff in both the Marshal's Office & Code Enforcement divisions, staff is seeking Council direction as to which department will be responsible for enforcement of the provisions of the Code.

STAFF RECOMMENDATION(S): (Suggested Motion)

Provide direction to staff relative to what department is responsible for enforcing the provisions of Chapter 9, Business Regulations.

Type of Document Needing Approval:

Finance Director Review

Budgeted/Amount

Attorney Review Yes No

Attorney Comments _____

Fund:

Line Item:

Submitting Department:

Contact Person:

Town Manager/Designee:



PUBLIC NOTICE OF THE TOWN OF CAMP VERDE

CALL OF ELECTION



Notice is hereby given that the Town of Camp Verde will hold elections for the following five Council positions:

- * Mayor (2-year term)
- * (3) Council Seats (4-year terms)
- * (1) Council Seat to fill a vacancy ¹ (2-year term)

The election dates and other information are as follows:

Primary Election ²	March 10, 2009
Primary Voter Registration Deadline:	February 9, 2009
General Election	May 19, 2009
General Election Voter Registration deadline:	April 20, 2009
Candidate Filing Deadline:	December 10, 2008 by 5:00 p.m.

Deborah Barber
 Deborah Barber, CMC
 Town Clerk

11-12-08
 Date

Posted by: V Jones Date/Time 11-12-08 10:38

Publish: November 21 & November 28

¹ Town Code Section 2-1-4 Vacancies in Council – The Council shall fill by appointment for the unexpired term any vacancy on the Council, including Mayor that may occur for any reason, within 60 days of the vacancy, UNLESS a primary or general election for Council is set within 120 days. The vacancy shall not reduce any Council quorum requirements. In order to preserve the staggered terms of the Council members as required by Town Code Section 2-1-1(C), the election to fill the current vacancy on Council shall be for a 2-year term.

² Town Code Section 15-2-1 Primary Election Option – A candidate is declared elected to office in the Primary Election if that candidate received a majority of all votes cast as set forth in ARS §9-821.01.

**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Date: November 5, 2008

Meeting Type: Regular

Type of Presentation: Verbal

REFERENCE DOCUMENT:

FY 2008-2009 Budget

AGENDA TITLE: (Be Exact):

Report on the Town's financial condition, followed by discussion, consideration, and possible authorization to implement the Manager's recommendations relative to adjusting expenditures in order to bring them in line with current revenue projections. Adjustments may include, but not limited to reorganization of staff and/or Town resources, and reducing and/or eliminating expenditures in various line items, etc.

PURPOSE AND BACKGROUND INFORMATION:

Staff has been closely monitoring the revenues and expenditures of the Town of Camp Verde for the purpose of tracking the accuracy of the projections made in the FY 2008-2009 Budget. The downturn in the economy both locally and state wide has affected our available revenues thus dictating the need to reduce the appropriated revenue and expenditures to bring them in line with the revised forecast. Staff will be presenting to you a report which outlines our financial status as well as seeking your guidance on a number of recommendations relative to bringing our projected revenues and expenditures in line with what we now believe to be our available revenues. A detailed listing of the proposed expenditure reductions and savings associated with reorganization of staff is attached for review.

STAFF RECOMMENDATION(S): (Suggested Motion)

Approve expenditure and revenue modifications as directed by Council for the FY 2008-2009 budget.

Type of Document Needing Approval:

Finance Director Review

Budgeted/Amount

Attorney Review Yes No

Attorney Comments _____

Fund:

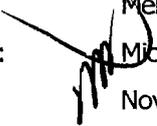
Submitting Department: Finance

Line Item:

Contact Person: Michael Scannell, Town Mgr
Lisa Elliott, Accountant

Town Manager/Designee:

Memorandum

To: Members of the Town Council
From:  Michael Scannell, Town Manager
Date: November 12, 2008
Re: Budget Status report

The purpose of this report is to provide you with an update on the performance of our fiscal year 2008-09 adopted budget.

Our local economy has been performing in a lackluster manner since last spring. In recent months, we have witnessed an ongoing deterioration in the performance of all segments of our local economy. The challenge we face with respect to the decline in economic activity becomes more prominent when you factor for the general decline in the performance of the statewide economy. Town of Camp Verde is impacted by the decline in statewide economic activity by virtue of the fact that we receive a distribution of sales tax revenue from the State's sales tax sharing program. We are forecasting a decline of something approximating ten percent (10%) from our budgeted appropriation in this revenue account. A projected ten percent decline in accrued revenues at June 30, 2009 approximates one hundred thousand dollars (\$100,000). With respect to our local sales tax revenues, we are projecting a shortfall at June 30, 2009 of two hundred fifty-five thousand dollars (\$255,000).

In addition to the lackluster performance of our economy, we are experiencing a significant decline in the revenues we accrue from interest earnings on the Town's invested funds. We are anticipating a shortfall in revenues accrued at June 30, 2009 of something approximating eighty thousand dollars (\$80,000). In budgeting for interest earnings we adjusted our assumptions about interest rates, however, we did not anticipate that the Federal Reserve Bank's monetary policy would result in the interest rate environment being reduced to the levels we are experiencing presently. While I do not have the ability to predict what the interest rate environment will be in the coming months, I have no reason to believe that the interest rate environment will improve in the near term. As such, I believe that the interest earnings forecast is accurate at this juncture.

Our budget for legal services has also been impacted in a material way in terms of defending the Town's actions vis a vis the wood yard zoning matter. I am recommending that we increase the appropriation for legal services by forty thousand dollars (\$40,000) in order to fund the delivery of legal services on this matter. The increased appropriation in this case will be funded by re-directing an existing appropriation in the Community Development Department. While it results in an increased appropriation for legal services there is a corresponding decrease in the appropriation for consulting services. Viewed from the perspective of the shortfall it has no effect.

In summary, I believe that our projected general fund shortfall will be on the order of four hundred thirty-five thousand dollars (\$435,000). We are also experiencing a projected shortfall in our Highway User Revenue Fund Account. Based on the accrual of revenues in this account during the first three months of the fiscal year, we are forecasting that at June 30, 2009, our revenues in this account will fall short of that budgeted by eighty thousand dollars (\$80,000). Our combined revenue shortfall is estimated to be in the order of five hundred fifteen thousand dollars (\$515,000).

In order to close our five hundred fifteen thousand dollar (\$515,000) combined shortfall, I am recommending a number of actions which, upon adoption, will address the shortfall in a substantive way. A listing of those recommendations and the effect of each is set forth on the spreadsheet attached herewith.

In the case of those recommendations which may be considered substantive and/or controversial and which require personnel changes or reallocations, I have provided an explanation of my rationale for having made that specific recommendation. Those explanations follow.

Recommendation #1.

Close down the Town's Housing Department. While it is not with pleasure that I advance this recommendation for your review and consideration, I believe that the issue of addressing the community's housing needs is best addressed on a regional basis rather than having a small town like Camp Verde fund and maintain a Housing Department. A cursory review of the entities in our region indicated that Sedona was the only entity of our size that maintains a Housing Department. In my considered opinion, there is an inherent amount of inefficiency in a town like Camp Verde maintaining a Housing Department. In order to address the inefficiency to which I have referred, many regions in the country have formed Regional Housing Authorities and use that model to address the housing needs of a region. The expense associated with maintaining a Housing Department in the Town of Camp Verde in the current fiscal year is one hundred seventeen thousand dollars (\$117,000). I suspect that if a Regional Housing Authority was formed in the Verde Valley, I am reasonably certain that our pro rata share of the total overhead for such an organization would be less than the expenses we incur under our current service delivery model.

If you elect to accept my recommendation, and the department is shut down at the end of February, 2009 we will experience an immediate net savings of approximately eighty thousand dollars (\$80,000) in the current fiscal year. We have selected February 28, 2009 as the proposed departmental closure date so that current staff can close out those activities which are in process at this juncture.

The Housing Department is presently administered by two outstanding professionals whose respective contributions have been notable. If you elect to accept my recommendation relative to closing down the department, I am respectfully requesting that the Administrative Assistant allocated to the Department be given the opportunity to transfer to an open position in the Magistrate Court. With respect to the Director, I am recommending that he be transferred to the Town's Community Development Department and that he be charged with responsibility for leading up the effort relative to rewriting the Town's land use codes. You may recall that this task was originally anticipated to be performed by a consulting firm with experience in planning and rewriting land use codes. I submit that the current Housing Director is a skilled planning professional who is well versed in the field of planning and is perfectly suited to achieve success in the task at hand. In order to fund the re-write of the Town's land use code, I am recommending that we reduce the funding set aside for consulting services in the Community Development Department by one hundred sixty thousand dollars (\$160,000) and that an appropriation be established in the Community Development Department for use in funding the effort described above. The spreadsheet attached herewith chronicles the savings associated with the organizational changes I am proposing. Should you agree with my recommendation to eliminate the Town's Housing Department, it would seem that there would no longer be a need for a Housing Commission. You may want to tie the elimination of the Housing Commission to the closure date of the Housing Department.

Recommendation #2.

Elimination of the publication of the Town Page in the print media. The expense associated with the publication of the Town Page in the two newspapers which serve the Town of Camp Verde is estimated to cost approximately thirty-eight hundred dollars (\$3,800) in the current fiscal year. I believe we can eliminate the expense in question and not impair our ability to communicate with the members of the community about the work that the Town is doing on their behalf. Because the Town Page is an important vehicle through which the Town disseminates information, I am recommending that the publication of the Town page be limited to the Town's web site.

Recommendation #3.

I am recommending that I be authorized to transfer the Accounts Payable Clerk presently assigned to the Finance Department to the Park and Recreation Department and that she be assigned to the Events/Promotions Division of the Department. The individual referenced above will be transferred to a vacant position within the Park and Recreation Department. This is a change supported by the employee in question as well as the Director of the Park and Recreation Department.

As you know from prior reports from our external auditors, the Finance Department is in serious need of an augmentation of its professional accounting staff. Given the transfer outlined in the preceding paragraph, an opening will exist in the Finance Department. I am proposing that the position allocation for the vacant position be changed from its current designation to that of an Accountant and that the current Accountant position allocated to the department be reclassified to that of Senior Accountant in order to reflect the responsibilities associated with supervision of line staff as well as acknowledging the level of responsibility currently assigned to the incumbent. The expenses associated with the staffing reconfiguration outlined above can be absorbed by the department.

Recommendation #4.

The Community Development Department has experienced a significant reduction in its workload as a result of the downturn in the local economy. In my considered opinion, the incongruity of maintaining the department's current staffing levels in the face of the significant reduction in its workload would not be missed by anybody. Having said that, the personnel assigned to the department are highly trained professionals whose skills have significant value to the organization. Given the investment the Town has made over time in its personnel, I am interested in maintaining a corps of skilled workers rather than discharging one or more of them with no hope of having them return to our organization when the economy begins to rebound. As such, I am recommending that the Community Development Director transfer one of her permit technicians to the Streets and Road Department and that the transferred employee fill a funded yet vacant position in the department and that she be assigned project management tasks and other issue specific tasks which heretofore have not been addressed due to staffing constraints. I am confident that the transfer of the employee referenced above will result in benefits inuring to the Streets and Roads Department and that the employee in question will be afforded the opportunity to work on issues which are challenging and which will add value to the organization. The transfer that I am recommending is supported by the Directors of the Community Development Department and the Public Works Department.

Recommendation #5.

Approve the adjustments to the departmental appropriations set forth on the attached spreadsheet.

Closing Comments:

In drafting this report for your consideration, my objective has been to present you with a set of options which solve problems, which finds new ways of deploying our financial resources, addresses long term structural problems within the organization and which most importantly preserves a high quality workforce so that when the economy turns around we will be positioned to serve the community in a meaningful way. I am confident that the strategy which is before you will achieve the objectives to which I have referred.

I am respectfully requesting that you support the recommendations which are before you and that you direct staff to move forward with implementation forthwith. I will be pleased to respond to any questions that you may have relative to the points discussed in this report.

General Fund
Potential Budgeted Expenditure Savings/<Increases>
FY 2008-2009

Projected Shortfall: \$ 435,000

Description	Amount Budgeted	Projected Actual	Savings
Closing Housing Department	117,090	36,433	80,657 ¹
Transfer Housing Dir to Comm Dev	-	21,845	(21,845) ¹
Transfer Housing Admin to Court	45,225	36,884	8,341 ²
Decrease Com Dev Consulting Fees	200,000	40,000	160,000
Transfer Bldg Admin to Streets/HURF	44,219	16,676	27,543 ²
Increase Legal Fees - Com Dev	25,000	65,000	(40,000)
Vacancy of P&R Admin Assistant	38,787	17,687	21,100
Transfer A/P Clerk to Parks & Rec	-	20,914	(20,914) ⁷
Marshal's Deputy Open Position	56,768	9,844	46,924
AOT Grant-Chamber of Commerce	36,000	16,261	19,739
Municipal Insurance	201,285	183,094	18,191
Parks & Recreation Start Banks	800	-	800
Eliminate Publication of Town Page		(2,500)	2,500 ³
Health Insurance Premium Savings		(4,170)	4,170 ⁴
Transfer for waste services to NAWS	6,926	5,627	1,299
Mayor & Council	73,147	68,281	4,866
Town Manager	200,246	193,246	7,000
Town Clerk	270,159	250,659	19,500
Finance	241,956	221,956	20,000
Human Resources	37,824	31,324	6,500
Municipal Court	26,118	24,943	1,175
Public Works/Engineer	136,787	161,512	(24,725) ⁵
Community Development	473,794	475,044	(1,250) ⁶
Building Department	700	(8,600)	9,300
Marshal's Department	2,169,011	2,135,436	33,575
Animal Control	115,246	111,496	3,750
CV Community Library	294,136	284,973	9,163
Parks & Recreation	236,884	229,784	7,100
Special Events	28,576	26,486	2,090
Pool	103,957	100,782	3,175
Draw Down of Fund Balance			25,276
Total Estimated Expenditure Savings/<Increases>:			\$ 435,000

Remaining Shortfall: \$ 0

¹ Assumes Feb 28, 2009 complete closure date (after close of HOME grant)

² Assumes December 1, 2008 as effective date of transfer

³ Projected savings due to unbudgeted increase in publication costs. Assumes termination of publication as of Dec 1, 2008.

⁴ Monthly premium budgeted at \$5 more per month per employee

⁵ Removal of budgeted revenues for Engineer Plan Review Fees

⁶ Decrease in projected revenues net of decreased expenditures

⁷ Assumes Dec 1, 2008 - Feb 28, 2009 PT Finance/PT Parks & Recreation and full transfer as of March 1, 2009.

HURF Fund
Potential Budgeted Expenditure Savings/<Increases>
FY 2008-2009

Projected Shortfall: \$ 80,000

<u>Description</u>	<u>Amount Budgeted</u>	<u>Projected Actual</u>	<u>Savings</u>
Heavy Equipment Operator Open Position	58,290	7,672	\$ 50,618
Transfer Bldg Admin to Streets/HURF	-	27,543	\$ (27,543) ¹
Decreased Expenditures	1,778,170	1,720,884	\$ 57,286 ²
Total Estimated Expenditure Savings/<Increases>:			<u>\$ 80,361</u>

Remaining Shortfall: \$ (361)

¹ Assumes December 1, 2008 as effective date of transfer

² Includes reductions in Street Construction, Chip Seal/Maintenance and Street Stripping projects as well as other small adjustments to basis O&M expenses.

**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Date: November 19, 2008

Meeting Type: Regular

Type of Presentation: Verbal

AGENDA TITLE: Discussion, consideration and possible authorization for Councilmember German (as liaison to the Sanitary District) and the Manager to negotiate options to the May 12, 2007 Recorded IGA, Section 2.1.9 'ground lease' that would be reasonably acceptable to the Camp Verde Sanitary District with respect to:

- a. The Town leasing 15 acres of ground at the Sanitary District site.**
- b. Establishing the lease period as 50 years rather than 25 years as referenced in the IGA.**
- c. The Town assuming responsibility for the cost of surveying the 15 acre parcel for purposes of a legal description should the District agree to proceed with the lease.**
- d. Staff submitting to the District and regulatory agencies any plans we may have for constructing capital facilities at the site.**

PURPOSE AND BACKGROUND INFORMATION:

The Town is interested in availing itself of the 15 acre ground lease with the Camp Verde Sanitary District as referenced in the May 12, 2007 Recorded IGA, Section 2.1.9 ground lease. Councilmember German, Public Works Director Ron Long and I have reviewed and identified the Camp Verde Sanitary District's 15 acre site that is suitable for the Town's needs.

STAFF RECOMMENDATION(S):

Authorize Councilmember German (as liaison to the Sanitary District) and the Manager to negotiate options to the May 12, 2007 Recorded IGA, Section 2.1.9 'ground lease' that would be reasonably acceptable to the Camp Verde Sanitary District with respect to:

- a. The Town leasing 15 acres of ground at the Sanitary District site.
- b. Establishing the lease period as 50 years rather than 25 years as referenced in the IGA.
- c. The Town assuming responsibility for the cost of surveying the 15 acre parcel for purposes of a legal description should the District agree to proceed with the lease.
- d. Staff submitting to the District and regulatory agencies any plans we may have for constructing capital facilities at the site.

Finance Director Review

Budgeted/Amount Yes No N/A

Fund:

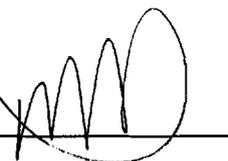
Line Item:

Comments:

Attorney Review Yes No N/A

Submitting Department: Administration/Manager

Contact Town Manager Michael K. Scannell: Signature



**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Date: Mar 5, 2008

Meeting Type: Regular Session

Type of Presentation: Visual

REFERENCE DOCUMENT: IGA

AGENDA TITLE: (Be Exact):

Discussion, consideration, and possible approval of the revised Intergovernmental Agreement (IGA) with Camp Verde Unified School District (District) for the operation of the Camp Verde Heritage Pool. The IGA proposed by the District makes substantive changes to the maintenance and operations costs of the pool, placing bulk of the financial responsibility solely on the Town's budget. Discussion may include direction for further negotiation of the terms of the IGA. (Staff Resource: Lynda Moore)

PURPOSE AND BACKGROUND INFORMATION:

The District notified the Town that it intended to terminate the current IGA. The Council met to discuss this matter in Executive Session on October 15, 2008. Since that time both staff and Councilor German have met with District Officials relative to continuing the IGA in manner that would be beneficial to both the Town and the District. However, the District has presented an IGA for Council consideration that places the financial responsibility for pool operations solely on the Town.

STAFF RECOMMENDATION(S): (Suggested Motion)

Review the District's IGA, make changes, if needed, and direct staff to present a revised IGA to the School Superintendent for the Board's consideration.

Type of Document Needing Approval:

Finance Director Review

Budgeted/Amount
No

Comments:

Fund:

Line Item:

Submitting Department: Parks & Recreation

Contact Person: Lynda Moore

Town Manager/Designee:

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

INTERGOVERNMENTAL AGREEMENT
CAMP VERDE HERITAGE POOL

This Intergovernmental Agreement (“Agreement”) for use and operation of a community swimming pool complex is entered into this 14th day of October, 2008, by and between Camp Verde Unified School District No. 28, a political subdivision of the State of Arizona (“CVUSD”), and the Town of Camp Verde, an Arizona municipal corporation (the “Town”), each individually a “Party” and jointly “the Parties”.

RECITALS

The Town, as applicant, and CVUSD filed a grant application with the Arizona State Parks Board on June 29, 1993, for the construction of a community swimming pool complex as a public outdoor recreational facility (the “Facility”) under the Federal Land and Water Conservation Fund (LWCF), established by Public Law 88-567, and Arizona Revised Statutes Section 41-503 and Section 15-364.

The grant application and Town Resolution 93-239 require execution of an intergovernmental agreement containing the contributions of the Parties toward the grant, equal sharing of operational costs, and the responsibilities of the Parties for operation of the Facility.

The Parties have constructed the Facility as a public facility on CVUSD property.

The Parties desire to cooperatively act to maintain the Facility and desire to enter into this Agreement for the use and management of the Facility.

CVUSD is authorized to enter into this Agreement pursuant to Arizona Revised Statutes Section 15-342(13), Section 15-364(A), and Section 11-952.

The Town is authorized to enter into this Agreement under ARS Section 15-364(B) and Section 11-952.

Now therefore, for the mutual covenants and consideration contained herein, the Parties agree as follows:

AGREEMENT

1. TERM. The term of this Agreement shall commence on October 14, 2008, and shall continue until terminated by either Party pursuant to Section 9 below.
2. PURPOSE. The purpose of this Agreement is to set forth the responsibilities and contributions of the Parties with respect to the operation of the Facility and the sharing of operational costs and maintenance of the Facility.

3. USE. The Parties each represent that the Facility will be used only for the purpose of a public outdoor recreational facility. The Parties agree to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of CVUSD pertaining to the use and occupancy of the Facility. Neither Party shall use or allow any portion of the Facility to be used for any unlawful purpose. Neither Party shall commit or allow to be committed any waste or nuisance in or about the Facility, or subject the Facility to any use that would damage any portion of the Facility or raise or violate any insurance coverage maintained by CVUSD. The Parties shall not allow a number of persons in any portion of the Facility at any time in excess of the legal or normal capacity of such Facility. The Parties shall not permit smoking or alcohol in any portion of the Facility.

4. SCHEDULING.

A. The Town will schedule the use of the Facility, primarily through its Parks and Recreation Department.

B. The Town will hire and schedule all staff and employees for operation of the Facility. The Town assumes all responsibility and liability for its employees hired pursuant to this Agreement.

5. FINANCIAL CONTRIBUTIONS.

A. Pursuant to ARS Section 15-1105(A), CVUSD may lease school property to any organization for recreational purposes in the interest of the community. CVUSD must charge a reasonable use fee for such lease, which fee may include goods contributed or services rendered by the Town to CVUSD.

The reasonable use fee for lease of CVUSD property shall be services rendered by the Town as follows:

Town will schedule use of the Facility as provided in Section 4 above.

Town will operate and maintain the Facility.

Town will set fees for use of the Facility and collect such fees and revenues in a separate bank account from which Town will pay all expenses of operation and maintenance (including but not limited to utilities, supplies, and personnel) of the Facility except as expressly provided elsewhere in this Agreement.

B. CVUSD and Town will negotiate for Town to reimburse CVUSD for the expenses of water and electricity provided by CVUSD to the Facility annually.

C. CVUSD shall provide insurance coverage for the Facility as provided in Section 6 below.

E. Each Party shall include in its budget each year an amount necessary to meet the Party's financial responsibilities described in the grant application and as set forth in this Agreement.

F. In the event the Facility is abandoned for a period of one year or is permanently closed, then the cost of restoring the site to its condition prior to construction of the Facility shall be borne fifty percent (50%) by CVUSD and fifty percent (50%) by Town. Notwithstanding the preceding sentence, nothing in this paragraph shall prohibit CVUSD from retaining ownership of and maintaining the Facility upon the events listed in this paragraph.

6. INSURANCE.

A. CVUSD will procure, at its expense, and maintain during the term hereof, a property insurance policy and a policy of general liability insurance against claims for bodily injury, death and property damage occurring in connection with the use of the Facility as part of its general policy. This may be self-insurance through the Arizona School Risk Retention Trust.

B. Town will procure, at its expense, and maintain during the term hereof, a property insurance policy and a policy of general liability insurance against claims for bodily injury, death and property damage occurring in connection with the use of the Facility as part of its general policy.

7. LIABILITY AND INDEMNITY. Town agrees to conduct its activities in the Facility in a careful and safe manner. Where both CVUSD and Town, including their employees, agents or representatives participated in the liability causing event, each Party shall contribute to the common liability a pro rata share based upon its relative degree of fault as established by compromise, arbitration or litigation; provided, however, that notwithstanding any other provision of this Agreement to the contrary, any agreement by CVUSD to defend, hold harmless or indemnify Town shall be limited to, and be payable only from, CVUSD's available insurance or self-insurance coverage for liability assumed by contract, if any, available as a part of its general liability insurance program.

8. ENTIRE CONTRACT. This Agreement and the grant application upon which it is based embody the entire contract between Town and CVUSD. The Parties shall not be bound by or be liable for any statement or representation of any nature not set forth in the grant application or this Agreement. Changes of any of the provisions of this Agreement shall not be valid unless reduced to writing and signed by both Parties.

9. TERMINATION. This Agreement may be terminated by a majority vote by the governing body of either Party. The Party terminating the Agreement must notify the other Party in writing prior to December 15 of the year prior to the effective date of termination. The effective date of termination will be June 30 of the year after notification.

10. RIGHT OF FIRST REFUSAL. If CVUSD at any time determines to sell the real property upon which the Facility is located, CVUSD shall first offer to the Town the option to purchase the Facility, including real property of a size to effectuate the purpose for which the Facility was constructed, at a price which is fair market value less an amount which is the total of the funds contributed by Town for original construction of the Facility plus all subsequent capital contributions to the Facility by Town. Town shall have thirty (30) days in which to decide if Town will exercise such option and notify CVUSD of the decision. If Town does not exercise its option to purchase the Facility, CVUSD may sell the property to any purchaser. Such sale shall be contingent upon completion of the twenty-five (25) year lease or repayment of grant funds per CVUSD Resolution 99-201 dated February 9, 1999.

11. WAIVER. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or either Party's delay in the exercise of any such rights or remedies shall not release the other Party from any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of the Party to insist upon strict performance of this Agreement.

12. ASSIGNMENTS AND SUBLETTING. Town shall not have the right to assign this Agreement or allow any other person or entity to use or occupy any or all of the Facility without the prior written consent of CVUSD, which consent may be granted or withheld at CVUSD's sole discretion.

13. DEFAULT.

A. In the event that the Town fails to pay any fee or other sum required to be paid by the Town hereunder when due, or otherwise fails to comply with or observe any other provisions of this Agreement, in addition to any other remedy that may be available to the CVUSD by reason of such failure, whether at law or in equity, the CVUSD may immediately terminate this Agreement and all rights of the Town hereunder.

B. In the event that CVUSD fails to pay any fee or other sum required to be paid by CVUSD hereunder when due, or otherwise fails to comply with or observe any other provisions of this Agreement, in addition to any other remedy that may be available to the Town by reason of such failure, whether at law or in equity, the Town may immediately terminate this Agreement and all rights of CVUSD hereunder.

14. ARBITRATION. In the event of a dispute hereunder, the parties agree to use arbitration insofar as required by Arizona Revised Statutes Sections 12-1518 and 12-133, and the rules promulgated thereunder.

15. CONFLICT OF INTEREST. This Agreement is subject to cancellation pursuant to Section 38-511 of the Arizona Revised Statutes.

16. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Arizona, and the courts of Arizona shall have jurisdiction of the subject matter hereof.

17. RELATIONSHIP.

A. The Parties agree that neither the Town nor any employees or other personnel of the Town will for any purpose be considered employees of CVUSD, and with respect to the Town and any employees or other personnel of the Town, CVUSD shall not be responsible in any manner for the supervision, daily direction and control of the Town and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for Town and any of its employees or other personnel.

B. The Parties agree that neither CVUSD nor any employees or other personnel of the CVUSD will for any purpose be considered employees of the Town, and with respect to CVUSD and any employees or other personnel of CVUSD, the Town shall not be responsible in any manner for the supervision, daily direction and control of CVUSD and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for CVUSD and any of its employees or other personnel.

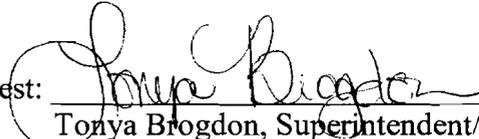
18. AUTHORITY.

A. The individual signing below on behalf of the Town hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Town and that this Agreement is binding upon the Town in accordance with its terms.

B. The individual signing below on behalf of CVUSD hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of CVUSD and that this Agreement is binding upon CVUSD in accordance with its terms. In Witness whereof, the Parties execute this Agreement:

FOR CVUSD:

By: 
Dennis Sterrett, Governing Board President

Attest: 
Tonya Brogdon, Superintendent/Board Secretary

This Intergovernmental Agreement is approved as to form and is within the authority granted to CVUSD:

By: 
Attorney for CVUSD

FOR TOWN:

By: _____
Tony Gioia, Mayor

Attest: _____
Deborah Barber, Clerk

This Intergovernmental Agreement is approved as to form and is within the authority granted to Town:

By: _____
Town Attorney

When recorded, return to:

Town of Camp Verde
PO Box 710
Camp Verde, AZ 86322



B-4551 P-601
Page: 1 of 7
AG 4186853

Caption Heading: Intergovernmental Agreement with Camp Verde Unified School District – Heritage Pool





INTERGOVERNMENTAL AGREEMENT
CAMP VERDE HERITAGE POOL

This Intergovernmental Agreement ("Agreement") for use and operation of a community swimming pool complex is entered into this 9th day of October, 2007, by and between Camp Verde Unified School District No. 28, a political subdivision of the State of Arizona ("CVUSD"), and the Town of Camp Verde, an Arizona municipal corporation (the "Town"), each individually a "Party" and jointly "the Parties".

RECITALS

The Town, as applicant, and CVUSD filed a grant application with the Arizona State Parks Board on June 29, 1993, for the construction of a community swimming pool complex as a public outdoor recreational facility (the "Facility") under the Federal Land and Water Conservation Fund (LWCF), established by Public Law 88-567, and Arizona Revised Statutes Section 41-503 and Section 15-364.

The grant application and Town Resolution 93-239 require execution of an intergovernmental agreement containing the contributions of the Parties toward the grant, equal sharing of operational costs, and the responsibilities of the Parties for operation of the Facility.

The Parties have constructed the Facility as a public facility on CVUSD property.

The Parties desire to cooperatively act to maintain the Facility and desire to enter into this Agreement for the use and management of the Facility.

CVUSD is authorized to enter into this Agreement pursuant to Arizona Revised Statutes Section 15-342(13), Section 15-364(A), and Section 11-952.

The Town is authorized to enter into this Agreement under ARS Section 15-364(B) and Section 11-952.

Now therefore, for the mutual covenants and consideration contained herein, the Parties agree as follows:

AGREEMENT

1. **TERM.** The term of this Agreement shall commence on October 9, 2007, and shall continue until terminated by either Party pursuant to Section 10 below.
2. **PURPOSE.** The purpose of this Agreement is to set forth the responsibilities and contributions of the Parties with respect to the operation of the Facility and the sharing of operational costs and maintenance of the Facility.



3. USE. The Parties each represent that the Facility will be used only for the purpose of a public outdoor recreational facility. The Parties agree to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of CVUSD pertaining to the use and occupancy of the Facility. Neither Party shall use or allow any portion of the Facility to be used for any unlawful purpose. Neither Party shall commit or allow to be committed any waste or nuisance in or about the Facility, or subject the Facility to any use that would damage any portion of the Facility or raise or violate any insurance coverage maintained by CVUSD. The Parties shall not allow a number of persons in any portion of the Facility at any time in excess of the legal or normal capacity of such Facility. The Parties shall not permit smoking or alcohol in any portion of the Facility.

4. SCHEDULING.

A. The Town will schedule the use of the Facility, primarily through its Parks and Recreation Department. During the time the schools are in session, priority in scheduling will be given to CVUSD students and CVUSD-sponsored activities.

B. The Town will hire and schedule all staff and employees for operation of the Facility. The Town assumes all responsibility and liability for its employees hired pursuant to this Agreement.

5. FINANCIAL CONTRIBUTIONS.

A. Pursuant to ARS Section 15-1105(A), CVUSD may lease school property to any organization for recreational purposes in the interest of the community. CVUSD must charge a reasonable use fee for such lease, which fee may include goods contributed or services rendered by the Town to CVUSD.

The reasonable use fee for lease of CVUSD property shall be services rendered by the Town as follows:

Town will schedule use of the Facility as provided in Section 4 above.

Town will operate and maintain the Facility.

Town will set fees for use of the Facility and collect such fees and revenues in a separate bank account from which Town will pay all expenses of operation and maintenance (including but not limited to utilities, supplies, and personnel) of the Facility except as expressly provided elsewhere in this Agreement.

B. CVUSD shall provide non-potable water and pay for electricity used by the Facility. This provision shall survive termination of this Agreement as long as Town is operating the Facility; provided, however, that if such termination occurs and Town continues to operate the Facility, CVUSD and Town may negotiate for Town to reimburse CVUSD for the expenses of water and electricity provided by CVUSD to the Facility.



C. CVUSD shall provide insurance coverage for the Facility as provided in Section 6 below.

D. In addition to the utilities as provided in Section 5.B herein, CVUSD shall contribute the sum of Nineteen Thousand Five Hundred Dollars (\$19,500) annually for operational and maintenance costs of the Facility. Town will invoice CVUSD for such amount on or before May 15 of each year of the Term, and CVUSD shall make payment of the invoice on or before June 30th of the same year.

E. The Parties shall review the income and expenses relating to the Facility as frequently as the Parties shall agree, but not less than once every three years.

F. Each Party shall include in its budget each year an amount necessary to meet the Party's financial responsibilities described in the grant application and as set forth in this Agreement.

G. In the event the Facility is abandoned for a period of one year or is permanently closed, then the cost of restoring the site to its condition prior to construction of the Facility shall be borne fifty percent (50%) by CVUSD and fifty percent (50%) by Town. Notwithstanding the preceding sentence, nothing in this paragraph shall prohibit CVUSD from retaining ownership of and maintaining the Facility upon the events listed in this paragraph.

6. INSURANCE.

A. CVUSD will procure, at its expense, and maintain during the term hereof, a property insurance policy and a policy of general liability insurance against claims for bodily injury, death and property damage occurring in connection with the use of the Facility as part of its general policy. This may be self-insurance through the Arizona School Risk Retention Trust.

B. Town will procure, at its expense, and maintain during the term hereof, a property insurance policy and a policy of general liability insurance against claims for bodily injury, death and property damage occurring in connection with the use of the Facility as part of its general policy.

7. LIABILITY AND INDEMNITY. Town agrees to conduct its activities in the Facility in a careful and safe manner. Where both CVUSD and Town, including their employees, agents or representatives participated in the liability causing event, each Party shall contribute to the common liability a pro rata share based upon its relative degree of fault as established by compromise, arbitration or litigation; provided, however, that notwithstanding any other provision of this Agreement to the contrary, any agreement by CVUSD to defend, hold harmless or indemnify Town shall be limited to, and be payable only from, CVUSD's available insurance or self-insurance coverage for liability assumed by contract, if any, available as a part of its general liability insurance program.



8. ENTIRE CONTRACT. This Agreement and the grant application upon which it is based embody the entire contract between Town and CVUSD. The Parties shall not be bound by or be liable for any statement or representation of any nature not set forth in the grant application or this Agreement. Changes of any of the provisions of this Agreement shall not be valid unless reduced to writing and signed by both Parties.

9. TERMINATION.

A. This Agreement may be terminated by a majority vote by the governing body of either Party. The Party terminating the Agreement must notify the other Party in writing prior to December 15 of the year prior to the effective date of termination. The effective date of termination will be June 30 of the year after notification.

B. Upon termination of this Agreement, the scheduling priority provided in Section 4.A shall cease.

10. RIGHT OF FIRST REFUSAL. If CVUSD at any time determines to sell the real property upon which the Facility is located, CVUSD shall first offer to the Town the option to purchase the Facility, including real property of a size to effectuate the purpose for which the Facility was constructed, at a price which is fair market value less an amount which is the total of the funds contributed by Town for original construction of the Facility plus all subsequent capital contributions to the Facility by Town. Town shall have thirty (30) days in which to decide if Town will exercise such option and notify CVUSD of the decision. If Town does not exercise its option to purchase the Facility, CVUSD may sell the property to any purchaser. Such sale shall be contingent upon completion of the twenty-five (25) year lease or repayment of grant funds per CVUSD Resolution 99-201 dated February 9, 1999.

11. WAIVER. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or either Party's delay in the exercise of any such rights or remedies shall not release the other Party from any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of the Party to insist upon strict performance of this Agreement.

12. ASSIGNMENTS AND SUBLETTING. Town shall not have the right to assign this Agreement or allow any other person or entity to use or occupy any or all of the Facility without the prior written consent of CVUSD, which consent may be granted or withheld at CVUSD's sole discretion.

13. DEFAULT.

A. In the event that the Town fails to pay any fee or other sum required to be paid by the Town hereunder when due, or otherwise fails to comply with or observe any other provisions of this Agreement, in addition to any other remedy that may be available to the



CVUSD by reason of such failure, whether at law or in equity, the CVUSD may immediately terminate this Agreement and all rights of the Town hereunder.

B. In the event that CVUSD fails to pay any fee or other sum required to be paid by CVUSD hereunder when due, or otherwise fails to comply with or observe any other provisions of this Agreement, in addition to any other remedy that may be available to the Town by reason of such failure, whether at law or in equity, the Town may immediately terminate this Agreement and all rights of CVUSD hereunder.

14. ARBITRATION. In the event of a dispute hereunder, the parties agree to use arbitration insofar as required by Arizona Revised Statutes Sections 12-1518 and 12-133, and the rules promulgated thereunder.

15. CONFLICT OF INTEREST. This Agreement is subject to cancellation pursuant to Section 38-511 of the Arizona Revised Statutes.

16. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Arizona, and the courts of Arizona shall have jurisdiction of the subject matter hereof.

17. RELATIONSHIP.

A. The Parties agree that neither the Town nor any employees or other personnel of the Town will for any purpose be considered employees of CVUSD, and with respect to the Town and any employees or other personnel of the Town, CVUSD shall not be responsible in any manner for the supervision, daily direction and control of the Town and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for Town and any of its employees or other personnel.

B. The Parties agree that neither CVUSD nor any employees or other personnel of the CVUSD will for any purpose be considered employees of the Town, and with respect to CVUSD and any employees or other personnel of CVUSD, the Town shall not be responsible in any manner for the supervision, daily direction and control of CVUSD and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for CVUSD and any of its employees or other personnel.



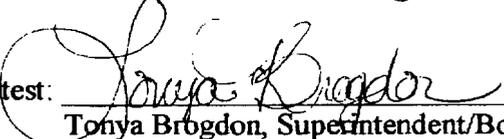
18. AUTHORITY.

A. The individual signing below on behalf of the Town hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Town and that this Agreement is binding upon the Town in accordance with its terms.

B. The individual signing below on behalf of CVUSD hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of CVUSD and that this Agreement is binding upon CVUSD in accordance with its terms. In Witness whereof, the Parties execute this Agreement:

FOR CVUSD:

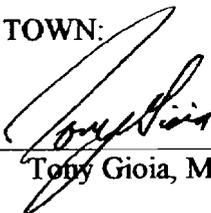
By: 
Linda MacPhee, Governing Board President

Attest: 
Tonya Brogdon, Superintendent/Board Secretary

This Intergovernmental Agreement is approved as to form and is within the authority granted to CVUSD:

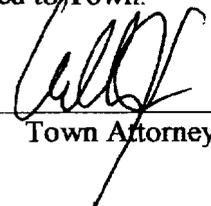
By: 
Attorney for CVUSD

FOR TOWN:

By:  10/1/07
Tony Gioia, Mayor

Attest:  10/4/07
Deborah Barber, Clerk

This Intergovernmental Agreement is approved as to form and is within the authority granted to Town:

By: 
Town Attorney

**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Date:

November 19, 2008

Meeting Type:

Regular Session

Type of Presentation:

REFERENCE DOCUMENT:

Public Property Auction

AGENDA TITLE: (Be Exact):

Direction to staff relative to a public auction for property located East of McCracken Lane in the 1200 Block South.

PURPOSE AND BACKGROUND INFORMATION:

Staff is seeking Council Direction on setting a minimum bid and going to public auction on the .036 acres located East of McCracken Lane.

STAFF RECOMMENDATION(S): (Suggested Motion)

Direct staff to go to public auction and setting a minimum bid on property located East of McCracken Lane in the 1200 Block South.

Type of Document Needing Approval:

Finance Director Review

Budgeted/Amount

Attorney Review Yes No

Attorney Comments

Fund:

Line Item:

Submitting Department:

Parks & Recreation

Contact Person:

Lynda Moore

Town Manager/Designee: