



It's in your hands ~ "Build a stronger community – shop locally"

AGENDA
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY, JANUARY 19, 2011
at 6:30 P.M.

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 – January 5, 2011
 - 2) Work Session – January 7, 2011
 - b) **Set Next Meeting, Date and Time:**
 - 1) January 26, 2011 at 6:30 p.m. – Council Hears Planning & Zoning Matters
 - 2) February 2, 2011 at 6:30 p.m. – Regular Session
 - 3) February 16, 2011 at 6:30 p.m. – Regular Session
 - 4) February 23, 2011 at 6:30 p.m. – Council Hears Planning & Zoning Matters
5. **Special Announcements & Presentations** – Welcome to the new businesses that registered in December.
 - Aurora's Across America, 2504 N. Main Street, Flagstaff
 - B-Ann Builders LLC, 4060 E Grandview, Mesa
 - Camp Verde Kiwanis Club, Finnie Flat Road, Camp Verde
 - K-Sar Electric Inc., Flagstaff
 - Oak Creek Sheet Metal, LLC, 2701 W. Highway 279, Sedona
 - Creekside Enterprises, LLC, 4305 N Lake View, Rimrock
6. **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.
7. **Call to the Public for items not on the agenda.**
8. **Presentation by the Yavapai County Planning Division Manager Elise Link and possible discussion regarding the Yavapai County Comprehensive Plan.**
9. **Quarterly reports/presentations to include possible discussion of the reports from the following:**
Staff Resource
 - **Board of Adjustments**
 - **Planning and Zoning Commission**
 - **Camp Verde Chamber of Commerce**
 - **Update on Fort Verde State Park**
10. **Discussion, consideration, and possible approval of budget reappropriations for the first half of the 2010-2011 fiscal year as detailed in the staff report.** Staff Resource: Lisa Elliott

11. **Discussion, consideration, and possible approval of Resolution 2011-830, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting an Intergovernmental Agreement with the Arizona Department of Transportation.** This project is the Finnie Flat Sidewalk Project. Staff Resource: Ron Long
12. **Discussion, consideration, and possible approval of 2011-831, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting an intergovernmental agreement with the Arizona Department of Transportation.** This project is the SR-260 Sidewalk Project. Staff Resource: Ron Long

Councilor Baker requested item 13:

13. **Discussion, consideration, and possible approval to use "Gateway to the Verde Valley" as the Town's motto/logo/branding.**

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14. **Call to the Public for Items not on the Agenda.**
 15. **Advanced Approvals of Town Expenditures.** There are no advanced approvals.
 16. **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.
 - **Update regarding staff input relative to the proposed changes to the Financial Operations Guide**
 17. **Adjournment**

Posted by:

V Jones

Date/Time:

1-13-2011

8:00 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.

H.A

**DRAFT MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS
WEDNESDAY, JANUARY 5, 2011
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 6:30 p.m.

2. Roll Call

Mayor Burnside, Vice Mayor Kovacovich, Councilors Whatley, Garrison, Baker, Roulette, and German were present.

Also Present: Town Manager Russ Martin, Special Projects Administrator Matt Morris, Sr. Acct. Lisa Elliott, Mayoral Candidate Steve Goetting, Council Candidate Alan Buchanan, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper.

3. Pledge of Allegiance

The Pledge was led by Whatley.

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 – December 15, 2010

b) Set Next Meeting, Date and Time:

- 1) January 7, 2011 at 9:00 a.m. – Work Session – General Matters to include, but not be limited to Town Code amendments, policies & procedures, etc.
- 2) January 12, 2011 at 6:30 p.m. – Work Session – Fireworks
- 3) January 19, 2011 at 6:30 p.m. – Regular Session
- 4) January 26, 2011 at 6:30 p.m. – Council Hears Planning & Zoning Matters

- c) Possible approval of an addendum to the Consultant Agreement for professional services for a planning consultant between the Town of Camp Verde and Dava & Associates, Inc. for the rewrite of the Camp Verde Planning & Zoning Ordinance, Subdivision Regulations and Engineering Standards.** This is a budgeted item in the General Fund. Staff Resource: Matt Morris
- d) Possible approval of Resolution 2011-821, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, setting meeting dates and times for Council and all Commissions/Committees for 2011.** Staff Resource: Debbie Barber
- e) Possible approval of Resolution 2011-822, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, establishing hours of operation and setting the 2011 Holiday Schedule, in which Administrative Offices will be closed.** Staff Resource: Debbie Barber
- f) Possible approval of a Policy Statement that authorizes the Mayor, as the Town's Chief Elected Official, to support or oppose legislative bills that protect groundwater, state shared revenues, and land use authority that are introduced during legislative sessions when they adversely affect the Town's interest and need an immediate response.** Staff Resource: Debbie Barber
- g) Possible approval of Resolution 2010-828, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, authorizing the submission of an application for State Housing Funds (which may include federal funding through the HOME Investment Partnership Program or State Housing Funds), certifying that said application meets the**

community's housing and community development needs and the requirements of the State Housing programs, and authorizing all actions necessary to implement and complete the activities as outlined in said application. Staff Resource: Matt Morris

On a motion by Roulette, seconded by Kovacovich, the Consent Agenda was unanimously approved as presented.

Whatley pointed out a clerical error in **4.d**); the date for the meeting schedule should be 2011.

5. Special Announcements & Presentations

There were no special announcements or presentations.

6. Council Informational Reports.

Roulette said that he understands that at the Sanitary District meeting prior to the end of the year it was decided to approve the solar panels project to provide electricity for the plant.

Burnside reported on attendance at a meeting in Clarkdale, together with Russ Martin; the figures from the Census indicate that the State of Arizona showed a 20 percent increase. The County will now have five supervisors instead of three. In February there will be some Open House meetings for public input; in approximately September the results will be reviewed. The Town will be provided with the information; it will be on the Town's website. Burnside also requested that at the end of this session the Council members coordinate with the Town Clerk a time for setting up a meeting on January 14 with the Yavapai-Apache Nation.

7. Call to the Public for items not on the agenda.

There was no public input.

8. Discussion, consideration, and possible appointment to the following Boards & Commissions: Staff

Resource: Debbie Barber

a) Board of Adjustments – 2 members for 3-year terms. Applicants are James Binick and Murray J. Lichty.

b) Planning & Zoning Commission – 2 members for 3-year terms. Applicants are Howard E. Parrish and Michael Hough.

On a motion by Roulette, seconded by Garrison, the Council voted unanimously to appoint Michael Hough and Howard Parrish to the Planning & Zoning Commission, with the current term expirations as per Town Code, with the expirations to be amended if the Town Code is amended; and to appoint James Binick and Murray J. Lichty to the Board of Adjustments, and to set the expiration dates according to the current Town Code, with their term expiration dates to be amended if the Town Code is amended.

With input from Town Clerk Barber, the members discussed the conflict between the current Town Code, the Policies and Procedures, and the anticipated changes in the new Code specifying the term expiration dates and when appointments are to be made. It was subsequently agreed that the existing Town Code should be followed to the letter, with the terms ending in September 2013, and the dates can be revised if and when the Code is amended as anticipated.

9. Discussion, consideration, and possible approval of Resolution 2011-827, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving a Lease Purchase Agreement for the purpose of procuring financial and administrative information systems software and hardware. This is a budgeted item in the General Fund. Staff Resource: Lisa Elliott

On a motion by German, seconded by Baker, the Council **voted 4-3** to approve Resolution 2011-827, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving a Lease Purchase Agreement for the purpose of procuring financial and administrative information systems software and hardware, with **Burnside, Garrison and Whatley opposed**; Garrison requested that the Minutes reflect that her 'no' vote was based on the verbiage in tem 20 of the document

providing for the "highest lawful rate."

Sr. Acct. Lisa Elliott reviewed the background information of the purchase agreement entered into on September 15, 2010 for the purchase of the INCODE software system. Based on current financial considerations, rather than an outright purchase of the system, staff has determined that it would be in the best interest of the Town to enter into a Lease Purchase Agreement to finance the purchase over a period of five years.

Garrison commenced the discussion voicing her objection to what she perceived was not only an apparent lack of Town Attorney review and protection for the Town on the proposed financing document, but a clause in the agreement providing for the "highest lawful interest rate" in the paragraph regarding Interest on Default. Town Manager Martin said he could work with the financing entity on the concerns raised; the document is simply a third-party agreement to finance the actual purchase agreement that was contractually obligated in September when it was approved. During the budget discussions it was decided that a loan would have to be made in order to purchase the software as approved. Martin said that he has reviewed the document with Elliott to make sure that it represented the best outcome for the Town under the existing circumstances. Martin added that he would take steps to make sure that documentation of the Attorney review at an even higher level will be provided. Garrison again referred to her objection to the clause stating the "highest lawful interest rate," which could give rise to legal battles down the line. Baker pointed out that the lease is a standard one, and as far as attorneys fighting, she **stated on record**, in defense of our Town Attorney that he one of the best in the State of Arizona regarding municipal law and the needs of the Town; his job is solely to protect the Town from getting into the sort of issues raised by Garrison. Baker added that she trusts the staff when she is told that the attorney has been consulted, and that if Mr. Sims felt there was something the Town needed to be made aware of, he would bring that to their attention. If the Town wants more than that from the Attorney, it should be prepared to pay more. There was further discussion regarding other provisions in the financing document, with input from Elliott and Martin explaining the relationship between the financing agreement and the purchase agreement. Martin reiterated that he would request written documentation of the attorney reviews instead of relying on verbal verification from staff.

Burnside suggested that Paragraph 20, Interest on Default, be amended to reflect, in part, "...until paid, **up to** the highest lawful rate; Martin said he believes he could work that out with the Lessor. After a brief reminder that the document is a standard agreement for leasing money on equipment, and defaulting is not anticipated, it was suggested that the Council move forward and take the necessary action. Martin agreed that staff will keep working on the request for written attorney input.

10. **Discussion, consideration, and possible direction to staff relative to an application for a Rural Economic Development Grant through the Arizona Commerce Authority to assist in the development of the Verde Valley Archaeological Center project including renovation and preparation of a Main Street building for the location of this center in Camp Verde.** Staff Resource: Russ Martin
On a motion by German, seconded by Roulette, the Council unanimously directed the Town Manager to apply for the Rural Economic Development Grant as presented in the "green sheet."

Martin explained that this item is the result from some recent meetings to consider different options that had been proposed for the purpose of promoting economic development. The funding available is Federal Recovery Act money, and although the time line for applying for the subject Grant is extremely short, the group that prepared the Archaeological Center Project has prepared a draft outlining some of the project objectives, a copy of which was provided in the agenda packet. Martin acknowledged that there may be questions that cannot be answered at this time, but time is of the essence, and more information will be forthcoming between now and when the funds are received if the application is successful. Everyone will be working in the meantime to be prepared to hit the ground running at that time.

Representatives from the Verde Valley Archaeology Center, a 501(c)(3) non-profit corporation, reviewed the

benefits to the Town from the potentially high numbers of tourists and interested people, a facility that would be unique to the entire Verde Valley, the enthusiastic support of the Forest Service, the National Park Service, and the Yavapai-Apache and Hopi Nations.

The Council had questions for Ken Zoll, the Treasurer, about how the funds would be used; that would include hiring an Interim Director to oversee the development, furnishing and use of the Center, including the audio-visual equipment, and classroom equipment. If the grant is approved, it was confirmed that the intent is to enter into a 5-year lease of the building, with options for additional years; it was suggested that a cap on the rent should be in place at the end of the initial 5-year lease period. It was also suggested that the grant application include the anticipated number of workforce to be employed for the remodeling phase. The owner will also be putting cash into the project that will inure to his benefit, all of which has been discussed. Martin confirmed that the grant involves reimbursable funds; if necessary, the Town could reallocate funds, the same as the home loan project. In response to a question regarding accountability, Matt Morris explained that he had discussed the subject of risk with the State Representative Matthew in the reimbursement format. ~~Any work done will have to qualify in order to receive reimbursement; if the project stalls or is ended, the State would not hold the Town to the project; if other options are available, other options may be available.~~ Morris said he was left with the impression that the State needs to distribute the money out the door; this is probably one of the cleanest blank-checks the Town will ever get.

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Jim Meredith expressed his excitement over the proposed project; it is a great opportunity for the entire community.

Linda Buchanan said that she had sat in on the community meeting on December 21; she complimented the Council on making the community engagement possible and encouraged the Council to support the proposed project.

There was no further public input.

The Archaeology Board was commended on its fine work; they had everything organized, and a very aggressive time line has been outlined. It was agreed that Martin will be the contact person for the Town on the project. Martin cautioned the Council that it is important not to oversell the project; in economic development it is possible that what is tried may not work. Also, there will be some benefit to the business community in general to have the building upgraded which could lend itself to future benefits to that particular area; even getting halfway done would be a good thing done. And there is no guarantee of using local contractors because it will be financed with Federal/State dollars and subject to the strict procurement rules. The Council has not made any promises in that regard. There were further comments on the reactions of the Yavapai-Apache Nation and the Hopi Nations; they are extremely excited about being a part of the exhibits and educating the public on their history.

11. **Discussion, consideration, and possible approval of the Draft Franchise Agreement with Arizona Public Service, followed by direction to staff to begin negotiations with APS in order to meet the election timeline for the General Election scheduled for May 2011.** Staff Resource: Russ Martin
On a motion by Roulette, seconded by Baker, the Council unanimously directed staff to begin negotiations with APS and reviewing the Draft Franchise Agreement.

Martin said that the Clerk's Office had brought to his attention the need to redo the Franchise Agreement with APS; addressing the issue at this time will give the Town the opportunity put it on the election during one of the regular cycles as opposed to having a Special Election. Both Jones and Barber have worked with the Attorney on drafting this document that as a result is much more updated and appropriate than the one currently in place. Martin noted that the dates in the document are not necessarily the dates that the Town

will be dealing with; secondly, the document provides for a 2% Franchise agreement which is basically what everybody else in the State has, however, the language provides that at any point if such higher number is given in any other one that is granted, the Town will potentially benefit from that. Martin also pointed out revised language in Section 7 will now allow the Town to tax facilities like the State already does and has for 25 years. Martin wanted to make it clear to the public that adopting this Franchise Agreement does not raise the taxes on the utility bills. The 2% amount is currently not included in everyone's utility bill, and will not be included by adoption of this Franchise Agreement; it would require changing the Tax Code to add that 2%. Martin said that the document gives the Town the freedom within the responsibility of the utility provider and the municipality that is necessary; it is as good a document there is currently available to any municipality in any Franchise Agreement currently available for APS. The document has not been negotiated with APS; action tonight will set the process in motion to begin negotiations. The dates will be set according to law; if adopted by the public the document is as good for the Town as possible.

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

~~There was no public input.~~

13. Advanced Approvals of Town Expenditures.

Martin explained that the Town has been receiving rebates based on a project for energy efficiency that have amounted to a surplus in the amount of \$12,000; he requested that the funds be used to upgrade Town facilities, including the Library, going out to bid on energy upgrades; the Council approved the request.

14. Manager/Staff Report

Barber reminded the members to coordinate with her the meeting time for January 14. Martin commented on the upcoming Work Session Friday at 9:00; food will be provided. Martin requested that the members set aside the last two Fridays in February for possible preliminary discussions on, if nothing else, reserve policies heading into the budget sessions.

15. Adjournment

On a motion by Baker, seconded by Roulette, the meeting was adjourned at 8:09 p.m.

Bob Burnside, Mayor

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 January 2011. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2011.

Debbie Barber, Town Clerk

4 b.

**DRAFT MINUTES
WORK SESSION
MAYOR and COMMON COUNCIL
of the TOWN OF CAMP VERDE
COUNCIL CHAMBERS - 473 S. Main Street, #106
FRIDAY, JANUARY 7, 2011
9:00 a.m.**

Minutes are a summary of discussion only. They are not verbatim.
Public input is placed after Council discussions/motions to facilitate future research.
Public input, where appropriate, is heard prior to the motion

1. **Call to Order**

Mayor Burnside called the meeting to order at 9:00 a.m.

2. **Roll Call**

Mayor Burnside, Vice Mayor Kovacovich, and Councilors Garrison, German, and Whatley were present. Councilors Baker and Roulette were absent. Town Manager Russ Martin and Town Clerk Deborah Barber were also present.

Also Present:

Mayoral Candidate Steve Goetting and Council candidates Alan Buchanan and Bruce George

3. **Pledge of Allegiance**

Manager Martin led the pledge.

4. **Council may discuss the following items and possibly give direction to staff relative to these items:**

- a. Town Code revisions
- b. Review of proposed compilation of a Town-wide Policies & Procedures Manual to include, but not be limited to financial operations guide, risk management guide, agenda item preparation guide, records management, guide, and Council/Committee policies and procedures, etc.
- c. Review of a proposed master IGA form with Camp Verde Unified School District.
- d. Code enforcement.

Burnside read the agenda item aloud and turned the meeting over to Martin. Martin explained that Councilor Baker was ill and that Councilor Roulette would be in an out today due to work commitments. He explained that Council would not see this back for at least one month because he would be working on getting it 'right'. He advised that implementation of the InCode software would change the Financial Operations Guide. The purpose is to allow members to express their problems and their desires so that the documents can meet Council's policy.

Goetting asked what the candidates' role was in this process. Burnside said that the possibilities with them moving on to Council and it was important for receive their input not only as candidates, but as citizens. Garrison said that she came to all the meetings as a candidate. She advised that she was allowed input. She stated that though they don't have a vote at this time, they have a voice.

Council reviewed, discussed, and directed staff to make various changes to the Town Code, Financial Operations Guide, Risk Management Policy, Preparation of Agenda Items Policy, Records Management Policy, and the Council Policy Rules and Procedures Manual. The entire document consisted of 630 pages. The pages with Council-directed changes are attached and become a permanent part of this record.

Council took a lunch break at 12:00, at which time Candidate George excused himself. The meeting was called back to order at 12:47 p.m. Candidate Goetting left at 3:24. Council Member German left at 3:50 p.m. and Council Member Kovacovich left at 5:20 p.m.

In the interest of completing the review exercise, the remaining members (Burnside, Garrison, & Whatley) decided to continue, noting that the entire Council would see the items prior to approving them.

Some of the primary points of discussion relative to the Town Code include:

- Chapter 2, Article 2-3-6, adding, no more than two interested Council members may attend the Agenda meeting.
 - ✓ 2-3-6.A – 3rd paragraph, “All Council members are authorized to place item(s) on the agenda. ~~Change to add a qualifying factor limiting Council's ability to bring items back for~~ discussion that have been previously voted upon within a defined period, such as 90 days, and only if the prevailing side agrees to bring the item back. *Note: This item was discussed during the review of the Council Policies and Procedures, under the 'Reconsideration' item.*
 - ✓ 2-2-6, add 'working' days for signatures;
- Chapter 4, Article 4-1-.C The Manager to consider leaving Commission appointments in October as opposed to January. If so, change 4-2.A from January to October and change the Council policies & procedures to reflect an October appointment, as well and leaving the terms at 3 years. Whatever decision is made, the documents must be consistent with each other.
- Article 4-3; amend to require that the P&Z Commission approve their minutes prior to bringing the item for Council consideration. Also, though not part of the Code changes, staff is to add 'draft' to all minutes that are not yet approved.
- Chapter 9, Article 9-1 Casual Business License – Clerk to review and come back with a recommendation
- Article 9-4-4.A.1 remove the sentence that is in the paragraph twice.
- Article 9-4-6 – Penalty, Manager will review with the attorney or Marshal to determine if a violation of the Mining Article must be a petty offense or if it could be higher in order to be consistent with other penalties in the Town Code.
- Article 12-2.A, Manager to check on the necessity of prohibiting toy vehicles on public property.
- Article 15-1-2, Notice of Election, clarify that 'publish' means it will be published in the newspaper.

Some of the primary points of discussion relative to the Financial Operations Guide include:

- Page 17, Travel & Training #5, add "or NO alcohol" to the no smoking requirement
 - ✓ Clarify that the driver of a Town-owned vehicle cannot be a family member
 - ✓ Add a section about leasing a vehicle as opposed to purchasing vehicles
- Council asked for Staff input as to whether to increase purchase order requirements to \$20,000
- Page 39, Signature Stamps, Section A, remove "All check signers have a signature stamp." Neither the Mayor nor the Vice Mayor wants their signatures 'stamped' on any document.

There were no comments on the Risk Management Policy.

Some of the primary points of discussion relative to the Guide for Preparation of Agenda Items include:

- Page 2, Attorney Review; note that attorney comments MUST be included on the Agenda Item Submission Form.
- Add in an appropriate section, the requirement to include a copy of the statute if it is referred to in a document.

Some of the primary points of discussion relative to the Records Management Policy include:

- Page 1, Introduction, add 'or designee' to the Town's Records Manager
- Section 3, clarify that cds are no longer created for Council meetings, as they are now posted to the web and are maintained for at least one year.

Some of the primary points of discussion relative to the Council Policies, Rules, and Procedures:

- Section 4, Meeting Agendas and Notices – remove 'emergency' from Section A.
- Section 4.3.B Council Meetings – change Friday to 'the last working day' prior to the meeting.
- Section 4.4.D – change Friday to 'the last working day' prior to the meeting
- Section 5.12, Business, - , add 'or designee' to Section A.
- ~~Section 8.C, add that the member must complete a Conflict of Interest form that is filed with the Town Clerk~~
- Section 8.4, Reconsideration – clarify this section to make it easier to understand that this action will stop a Council action and must be done at the same meeting. Change the Town Code section that permits Council members to place any item on the agenda to something similar to the former 'Garello Rule'. They suggested that items that were previously voted upon by the Council could not come back for a certain period (i.e. 90 days or one year) only IF a member from the prevailing side brought it back. This would mean that a member on the non-prevailing side must convince a member on the prevailing side to bring the item back to Council for consideration.

The 'Garello Rule', was formerly section 2-3-6.C of the Town Code and was repealed in 2003. The section stated, "Agenda items that were acted upon by the council will not be returned at a subsequent meeting without showing the name of the person or persons requesting the reconsideration. Once placed on the new agenda, the council shall then vote on whether or not to allow reconsiderations, and if passed, when it will be reconsidered, giving due time for public input or preparation by the agencies or individuals involved with the item. Generally, reconsiderations will not be favored unless there is good cause, such as legal deficiencies in the procedure or action take it its first consideration, or new information is presented which was not available to council or staff that would be material to its determination, and would likely affect the outcome of the voting."

- Section 9.2.B – revise to remove the statement that audio recordings are kept for 90 days.
- Section 11.2 – revise to allow one motion to include all applicants in the event that there are only a sufficient number of applicants to fill the vacant seats on a commission.
- Section 12.1 – remove first statement, 'No Council member shall request any staff project or give direction to staff without first seeking the approval of the Town Manager'.
- 12.2.C – clarify that when one candidate makes a public information request, that copies will be provided to them if they request the information as well.
- Section 15.5.B – Clarify point of contact, remove sentence, 'The Town Manager should be copied on any request'. Remove sentences in 2nd paragraph, up to the last sentence. Clarify whether all Council members are copied or copies are made available to members that request them.

There were no comments relative to the master intergovernmental agreement form with the School District.

There were no comments relative to the Code Enforcement procedures.

5. **Adjournment**
The meeting was adjourned at 5:45 p.m.

Bob Burnside, Mayor

Deborah Barber, Town Clerk

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the discussion of the Mayor and Common Council of the Town of Camp Verde during the Work Session of the Town Council of Camp Verde, Arizona, held on the 7th day of January 2011. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2011.

Deborah Barber, Town Clerk

5



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: January 19, 2011

Meeting Type: Regular

Session

Consent Agenda Regular Business

~~Reference Document: New Business License list for the Month of December 2010~~

Agenda Title (be exact):

Welcome to the new Businesses that registered during the month of December 2010

- ❖ Aurora's Across America, 2504 N. Main Street, Flagstaff
- ❖ B-Ann Builders LLC, 4060 E Grandview, Mesa
- ❖ Camp Verde Kiwanis Club, Finnie Flat Road, Camp Verde
- ❖ K-Sar Electric Inc., Flagstaff
- ❖ Oak Creek Sheet Metal, LLC, 2701 W. Highway 279, Sedona
- ❖ Creekside Enterprises, LLC, 4305 N Lake View, Rimrock

Purpose and Background Information:

These are the businesses that opened during the month of December.

Recommendation (Suggested Motion):

Welcome the new businesses.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: N/A

Contact Person: Debbie Barber

Action Report prepared by: V. Jones

YAVAPAI COUNTY

Development Services

Prescott - (928) 771-3214 Fax: (928) 771-3432
Cottonwood - (928) 639-8151 Fax: (928) 639-8153



Flood Control District

Prescott - (928) 771-3197 Fax: (928) 771-3427
Cottonwood - (928) 639-8151 Fax: (928) 639-8118

500 S. Marina Street, Prescott, AZ 86303 and 10 S. 6th Street, Cottonwood, AZ 86326

Addressing – Building Safety – Customer Service & Permitting – Environmental – Flood Control District – Land Use – Planning & Design Rev

December 2010

TO: Cities and Towns in Yavapai County
FROM: Elise Link, Planning Division Manager

RE: Yavapai County Comprehensive Plan Update

This memo is being written in order to provide you with a summary of Yavapai County's Comprehensive Plan Update Process. By way of background, the existing County Plan was adopted by the Board of Supervisors in 2003. Arizona Revised Statutes states that a Plan is effective for up to ten years from the date the plan was initially adopted. After that, the County must revisit and update or readopt the Plan every ten years. Although the law temporarily suspended that deadline to 2015, the County has decided to begin now so we can take a more proactive approach to managing future growth and development. To initiate this project, the Board of Supervisors recently adopted the process and schedule for updating the County Plan.

State Statutes requires cities and counties to prepare plans and does not differentiate significantly between the two jurisdictions regarding the substance of the plan. ARS Title 11 defines a County Plan as a statement of goals and policies with the intent "to bring about coordinated physical development in accordance with the present and future needs of the county." A plan is used as a guide to aid in the land use decision-making process for elected officials.

The update of the County Plan is expected to be completed within 12-18 months. One of the main highlights of this endeavor is the public participation component. We intend to employ a significant outreach program that is transparent, inclusive and engages all the residents of Yavapai County.

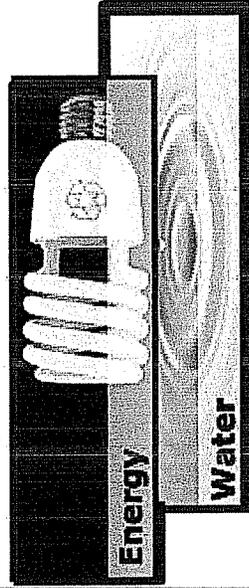
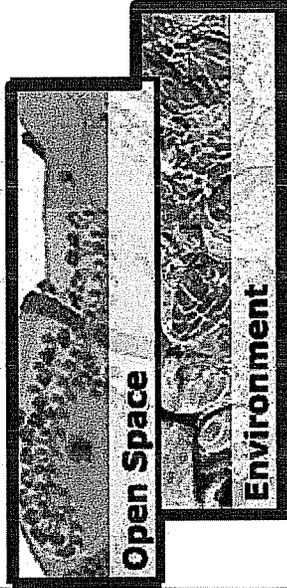
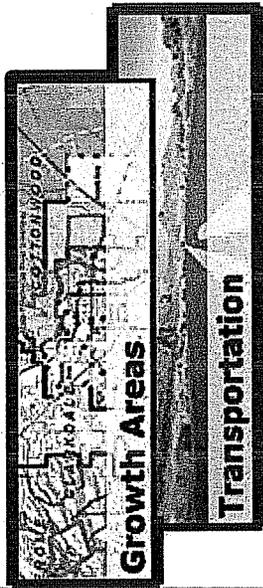
Another part of this collaborative involvement requires local, state and federal agencies, including municipalities, to review the draft plan prior to being considered by the Board of Supervisors. Because there are common issues that are interdependent and cross boundary lines, it is imperative to begin this process sooner rather than later. Promoting and nurturing these types of alliances is beneficial in many ways. It not only creates a foundation for aligning mutually beneficial goals and is fiscally responsible but ultimately, it is critical to the collective well-being of all residents of Yavapai County.

There are a variety of ways to learn more about the update of the County Plan. I have attached a brochure that includes additional information including contact information, website address, sequence of steps in the process and ways to actively participate.

In closing, there are numerous examples of local governments within Yavapai County who have already established a good track record for multi-jurisdictional cooperation and successful partnerships. We look forward to continuing this paradigm over the course of preparing and implementing our County Plan throughout 2011 and beyond.

What are the Committees?

1. Growth Areas & Transportation Committee
2. Open Space & Environment Committee
3. Water & Energy Committee
4. Cost of Development & Land Use Committee



"Kick Off" Meetings will be scheduled beginning in 2011 to introduce the public to the Comprehensive Plan and ways to become part of the process. Locations for each District are listed below.

Citizen Advisory Committee applications will be made available at the "Kick off" meetings.

District 1	Location
Paulden	Fire Station
Prescott	County Admin Building
Skull Valley	Fire Station/School
District 2	Location
Congress	Fire Station
Black Canyon City	Community Center
Mayer	Fire Station
District 3	Location
Beaver Creek	School
Big Park/VOC	Fire Station
Cornville	Oak Creek School

Dates to be available

DEVELOPMENT SERVICES

COMPREHENSIVE PLAN UPDATE

First Quarterly Brochure
October-December
2010

"STEPS TO A SUSTAINABLE FUTURE"



DEVELOPMENT SERVICES LOCATIONS

Prescott Office Cottonwood Office
500 S. Marina St. 10 S. 6th St.
Prescott, AZ 86303 Cottonwood, AZ 86326
Ph: (928)771-3214 Ph: (928)639-8151
Fax: (928)771-3432 Fax: (928)639-5153

www.co.yavapai.az.us/DevServ.aspx

Why do we need a Comprehensive Plan Update?

Arizona Revised Statutes states that a Comprehensive Plan is effective for up to ten years from the date the plan was initially adopted.

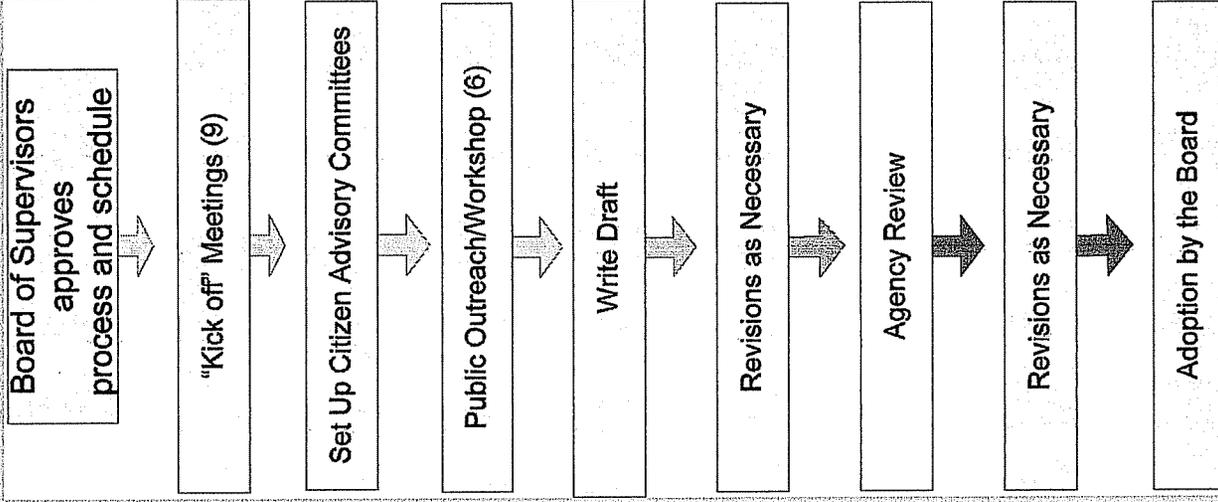
After that, the County must **revisit and update** or readopt the Plan.

Although the law recently temporarily suspended that deadline to 2015, the County is beginning this process of updating and amending our plan so that we can take a proactive approach to **managing future growth and development.**

When the County adopted the plan in 2003, it was called the "General Plan."

As part of the update to the General Plan, the name of the plan is being changed to the "Comprehensive Plan" to be consistent with Arizona Revised Statutes 11-806

What is the Process?



On September 20th, 2010, the Yavapai County Board of Supervisors approved the Comprehensive or General Plan Update process. This process will entail significant **public involvement.**

The existing Yavapai County Comprehensive Plan was adopted by the Board of Supervisors in 2003. It consists of four elements:

Land Use,

Transportation, Water and Open Space.

Based on population growth over the last 10 years, four **additional elements are required** to be included: **Growth Areas,**

Cost of Development, Environment and Energy.

Four Citizen Advisory Committees (CAC) will each have two elements that they will be working on.

For information or questions on how to participate in the process please contact:

Elise Link
Principal Planner
928-442-5391

or

Steve Mauk
Development Services Director
928-771-3216

or

Visit our web site at

www.co.yavapai.az.us/DevServ.aspx

**QUARTERLY REPORT
Board of Adjustments
October - December 2010**

REGULARLY SCHEDULED MEETINGS: 3

October 12, 2010 – Regular Session
CANCELLED, NO BUSINESS BEFORE BOARD

November 9, 2010 - Regular Session
CANCELLED, NO BUSINESS BEFORE BOARD

December 14, 2010 - Regular Session
CANCELLED, NO BUSINESS BEFORE BOARD

SPECIAL SESSION MEETINGS: 0

WORK SESSIONS: 0

THE FOLLOWING APPLICATIONS WERE APPROVED:

No Applications were approved.

THE FOLLOWING APPLICATIONS WERE DENIED:

There were no applications denied.

THE FOLLOWING APPEALS WERE DENIED:

There were no appeals denied.

THE FOLLOWING ITEMS WERE DISCUSSED BY BOARD:

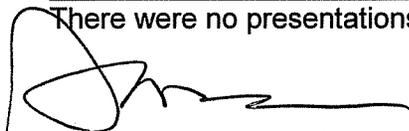
There were discussion of Use Permits, their purpose and function.

THE FOLLOWING ITEMS WERE DISCUSSED IN WORK SESSIONS:

There were no items discussed in work sessions.

THE FOLLOWING PRESENTATIONS WERE HEARD BY THE BOARD:

There were no presentations heard by the board.


Chairman Al Roddan

QUARTERLY REPORT
Planning and Zoning Commission
October - December 2010

REGULARLY SCHEDULED MEETINGS: 2

JOINT WORK SESSIONS: 0

SPECIAL SESSIONS: 1

THURSDAY OCTOBER 7, 2010 – SPECIAL SESSION

Roll Call

Vice Chairperson Hisrich, Commissioners Buchanan, Parrish, Freeman and Norton were present; Commissioner Hough was absent; Chairperson Butner arrived at 6:33 p.m.

Also Present: Acting Community Development Director Mike Jenkins, Asst. Planner Jenna Owens, and Recording Secretary Margaret Harper.

THURSDAY NOVEMBER 4, 2010, 2010 – REGULAR SESSION

Roll Call

Chairperson Butner, Vice Chairperson Hisrich, Commissioners Buchanan, Parrish, Freeman, Hough and Norton were present.

Also Present: Acting Community Development Director Mike Jenkins, Asst. Planner Jenna Owens, and Recording Secretary Margaret Harper.

THURSDAY DECEMBER 2, 2010 – SPECIAL SESSION

Roll Call

Meeting Cancelled

THE FOLLOWING RECOMMENDATIONS WERE MADE TO COUNCIL:

October 7, 2010

Public Hearing, Discussion and Possible recommendation to Council on a Memorandum of Understanding for the Verde Valley Regional Trails Concept Map:

A Memorandum of Understanding submitted by Tammy Dewitt of Yavapai County Development Services, Planning & Design Review. This Memorandum of Understanding is to be entered into between the Town of Camp Verde, the Town of Clarkdale, the City of Cottonwood, the Town of Jerome, the City of Sedona, and Yavapai county, for the purpose of supporting the objective of improving non-motorized trails and trail facilities in the Verde Valley region of Arizona, as generally expressed in the Verde Valley Trails Concept Plan. Support for interagency cooperation is also recognized between these jurisdiction and other local, state and federal land management agencies, including but not limited to, Arizona State Parks, United States Forest Service, and National Park Service.

On a motion by Norton, seconded by Buchanan, the Commission unanimously recommended Council approval of the subject Memorandum of Understanding concerning the Verde Valley Regional Trails Concept Plan, acknowledging that Camp

Verde is in essence in favor of trails; with Section V, Indemnification, stricken from the document.

November 4, 2010

Public Hearing, Discussion and Possible recommendation to Council on a Use Permit 2010-02:

An application submitted by Mr. Craig Brandon agent for WHR Properties, Inc., owners of Camp Verde RV Resort (formerly American Adventure Camp Ground) located on parcels 403-19-205, 403-19-013H, 403-19-013J, 403-19-013Q and 403-19-207: to allow for the continued use of the RV Park and Campground. WHR Properties, Inc. is requesting a Use Permit with no time limit. The property is located at 1472 Horseshoe Bend Drive.

On a motion by Hough, seconded by Freeman, the Commission unanimously recommended that Council approve Use Permit 2010-02, an application submitted by Craig Brandon, agent for WHR Properties, Inc., owners of Camp Verde RV Resort, located on Parcels 403-19-205, 403-19-013H, 403-19-013J, 403-19-018Q and 403-19-207, **in perpetuity**; and the property owners to install signage at the lower area of the property indicating that it is in a flood zone, pursuant to the Yavapai County Flood Control notice requirement.

THE FOLLOWING PRESENTATIONS WERE HEARD BY THE COMMISSION:

There were no presentation heard by the P & Z Commission

THE FOLLOWING ITEMS WERE TABLED, POSTPONED OR CONTINUED BY THE COMMISSION:

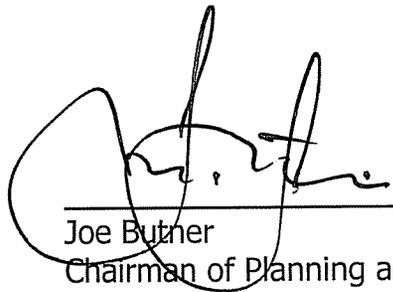
There were no items tables, postponed or continued by the P & Z Commission.

THE FOLLOWING ITEMS WERE DISCUSSED BY THE COMMISSION:

TRAINING:

COMMENTS:

There were no comments.



Joe Butner
Chairman of Planning and Zoning Commission

12-9-10

Camp Verde Visitor Center
2nd Qtr for FY11
By
Camp Verde Chamber of Commerce

Visitor Count Oct – Dec 2010

- October 2010 – 856
- November 2010 - 458
- December 2010 – 374

Quarterly Comparison

- Quarter total = 1,688 (15% over same period last year)
 - Local - 68
 - Arizona - 510
 - U.S.A. - 893
 - International - 217
- Oct - Dec 09 = 1,463 visitors
 - Local - 96
 - Arizona - 285
 - U.S.A. - 840
 - International - 242

Average stay – Oct-Dec 2010

- FIT - average stay in Camp Verde – 3 nights (71 responses = 216 nights)
- RV – average stay in Camp Verde – 36 nights (11 responses = 400 nights)

Annual Visitor Count comparison

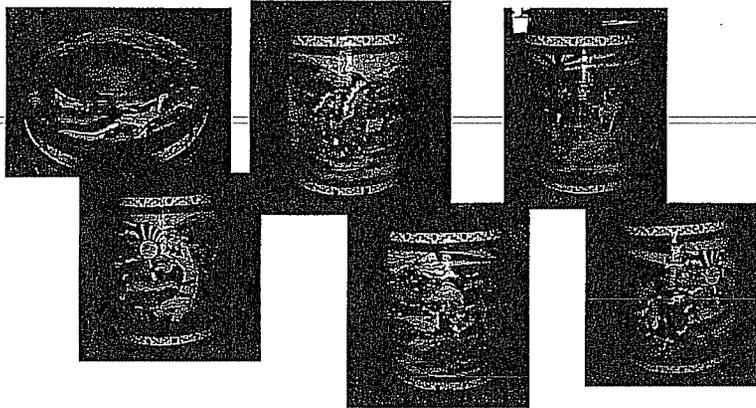
- 2010 – 8,303 (13% increase from 2009)
 - Local - 379
 - Arizona – 2,071
 - U.S.A. – 4,621
 - International – 1,232

- 2009 – 7,370
 - Local - 414
 - Arizona – 1,901
 - U.S.A. – 3,885
 - International – 1,170

Visitor Comments

- | | |
|--|--|
| • Beautiful place | Moved/relocated to CV (NH) |
| • Great visit | We'll be back (CA) |
| • Thank you/great information | Awesome rock hounding sites! (MT) |
| • Love Arizona | Excellent resource (several of these) |
| • Fantastic | We love this area/much to see & do (CAN) |
| • Visiting from Denmark | Great tourism outlet (Canada) |
| • Computer use (lots of these) | Great Visitor Center in Camp Verde (WI) |
| • Great Town | |
| • Lots of fun | |
| • Loved the celebration of history (Ft Verde Days) | |
| • Hiking | |
| • Camp Verde is Great! | |

Painted Barrel – Juliet Myers



PR/Marketing

- Arizona Media Marketplace – October 28, 2010
 - 17 Media rep's from Arizona
 - 31 Media rep's from outside Arizona
- Camp Verde Visitor Center/Chamber Booth
 - Arizona State Fair – October 30, 2010
 - Discover Arizona - Sunland Village in Mesa – Nov 13, 2010
- AOT FAM Tours
 - 8 International writers on November 1st
 - 8 AOT Arizona Accreditation Agents on Thursday, December 2nd

Upcoming CV Chamber Events

- **Open Mixer – January 27, 2011**
 - Chamber/Visitor Center
 - 6 pm to 8 pm
 - FREE
- **Business Brown Bag Workshops – 15 seats**
(Free to chamber members / \$5 non-members)
 - **Tax Tips & Local Banking Options – Feb 24th**
 - 12 – 1 pm / Chamber Conference Room
 - **Modernize Your Business PC (Microsoft) – March 24th**
 - 12 – 1 pm / Chamber Conference Room

Thank You!



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: January 19, 2011

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: N/A

Agenda Title (be exact):

Quarterly report on Fort Verde State Park; discussions may include but not limited to the volunteer program, events and maintenance projects.

Purpose and Background Information:

Staff has attached a summary report that covers information regarding Fort operations from approximately October 1, 2010 through December 31, 2010.

Recommendation (Suggested Motion):

Take no action.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Public Works

Contact Person: Valerie House

Action Report prepared by: V. House

FORT VERDE STATE HISTORIC PARK

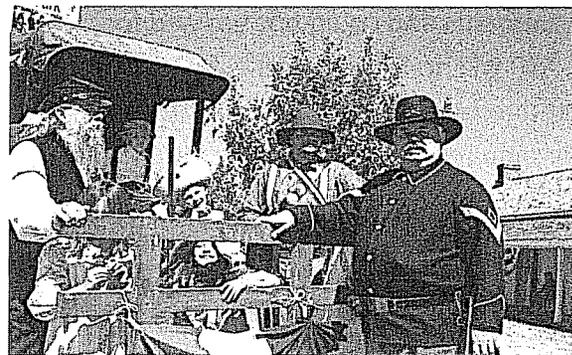
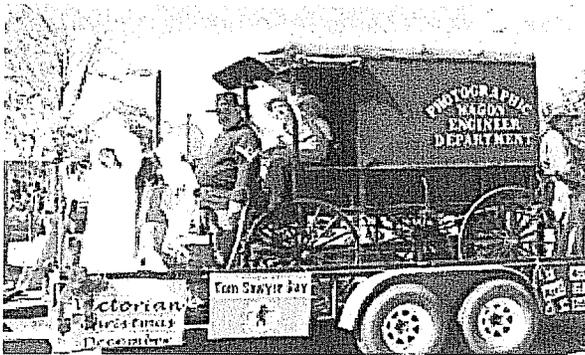
(Quarterly Report – Oct-Dec 2010)

Volunteers:

This past quarter the volunteers have done a tremendous job assisting with maintenance special projects. There was a lower turnout of front desk/visitor center volunteers, which was expected since this quarter had major holidays such as Thanksgiving and Christmas, and many had vacation plans and family visiting. The volunteer program is working successfully through the efforts of a core group of volunteers. Throughout the months we have had anywhere from 5-10 additional inquiries about volunteering at Fort Verde. During this quarter we hosted another volunteer recruitment, which resulted in 5 new volunteers. The volunteer recruitment will be held on an on-going basis to ensure the continued success of Fort operations.

Events:

On October 8th the Fort held Kid's Day, kicking off the 54th annual Fort Verde Days weekend, October 9-10th. This year the entry fee was waived on Saturday and Sunday as a gesture of thanking the local residents of Camp Verde for supporting Fort Verde and helping to keep our doors open. Fort Verde won the "Best of Show" Award for our Fort Verde Days float.



Fort Verde Days Float at Fort Verde Days event

Staff/volunteers conducted thirteen (13) "Living History Presentations" for different groups to encourage visitors throughout the Fall/Winter season.

On December 11th the Fort held a Victorian Ornament and Wreath-making workshop simulating a Frontier Victorian Christmas. On that day, all four historic homes were decorated in a Victorian Christmas fashion. Volunteers pitched in to help decorate the trees and homes, making them look spectacular! The event offered a Victorian ornament-making workshop; donations were accepted to cover expenses, in addition to the funding provided by the ASP Foundation. The attendance at this workshop doubled from last years.

On December 17th and 18th Fort Verde staff and volunteers led candlelight tour visitors through the dark winter night into the brightly lit historic homes along Officer's Row. The highlight of the evening included living history presentations by volunteer reenactors and stories read by Santa and Mrs. Clause.



(Candlelight tour photos)

Maintenance/Special Projects:

ASP allocated some of the remaining Heritage funds to be used to replace the badly damaged rooftops on all the Historic buildings at Fort Verde; including our public restrooms. The total amount of funding allotted for this project is \$185,174.03. The funding is earmarked for Heritage projects/Capital Improvements and could not be used for operational expenses or reallocated for other means. After this year, ASP will no longer receive funding from the Heritage fund, so we are fortunate that Fort Verde was selected to receive the funding for these repairs. This project is tentatively scheduled to begin by the end of January.

Since this roofing project came about rather quickly, Volunteer Coordinator George Dvorak, Jim Worthington, Norman Knier, Gary Kenfield, Walt Roland, Jim Vogel, Chip Norton and other volunteers have been working steadily on making the much-needed repairs to the dormers and the windows on the historic homes along Officer's Row. Volunteers have invested over 450 hours on this project alone.

In addition, George completed the wood burned signs that will be used during special events. Repairs were made to an irrigation problem on the North side of the administrative building; water had damaged a rather large section of adobe on the administrative building. Future projects include: repair of the Indian Scout Video interpretative display, replacing the Bugle System and the renovation of the two additional rooms in the Surgeon's Quarters.



(Volunteers working on roof)

Additional information:

- Fort Verde hosted another volunteer recruitment, which resulted in a few new volunteers. The local newspapers did a great job advertising Fort Verde's needs and as a result, we've had people frequently drop in to pick up volunteer applications.
- The Fort is currently still partnering with Kiwanis in coordinating our youth program. We had several youth participate in the Fort Verde Days parade and activities, as well as the Victorian Frontier Christmas events.
- Fort Verde has had some staffing changes with our part time Specialists. Mary Brown returned to Riordan Mansion State Park, as they found additional hours for her there; William "Bill" Fritz retired permanently during this period. We reevaluated the hours allotted and have filled one of the part-time Specialist positions; we will be filling the other vacancy within the next month. Park Manager Stubler is still grateful to be the only remaining full time ranger at Fort Verde.

Attendance:

Fort Verde saw an increase in attendance for the month of October; held steadfast for the month of November and had a decrease in December which is more than likely due to incimate weather. However, revenue increased significantly in December. The comparison is as follows:

Oct 2009:

Attendance: 1445
Revenue: \$3,083.60
Publications/Gift Shop Revenue: \$1,670.63

Oct 2010:

Attendance: 1906
Revenue: \$2405.40
Publications/Gift Shop Revenue: \$2,313.65

Nov 2009:

Attendance: 641
Revenue: \$ 1,696.00
Publications/Gift Shop Revenue: \$1,019.29

Nov 2010:

Attendance: 640
Revenue: \$ 2185.80
Publications/Gift Shop Revenue: \$873.52

December 2009:

Attendance: 814

Revenue: \$941.00

Publications/Gift Shop Revenue: \$691.85

December 2010:

Attendance: 469

Revenue: \$1,639.00

Publications/Gift Shop Revenue: \$1,151.47

Volunteer Hours:

Oct - 778 hours/ 38 volunteers

Nov - 468 hours/ 23 volunteers

Dec - 577 hours/ 37 volunteers

Comments from Fort Verde State Park Staff:

"The Park Manager would like to thank Town staff for their continued efforts coordinating the volunteer program and supporting Fort Verde. In particular we would like to thank Nikki Miller for spending many hours creating the one of a kind "Gingerbread Commanding Officer's Quarters". We wish everyone a Happy New Year and look forward to our continued partnership with the Town of Camp Verde. "



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: January 19, 2011

Meeting Type: Regular Session

Consent Agenda Regular Business

Reference Document: FY2010-2011 Budget

Agenda Title (be exact): Possible approval of budget re-appropriations for the first half of the 2010-2011 fiscal year as detailed in the staff report.

Purpose and Background Information:

The Town's Budget Policy states that the Town focuses on the object level (total salary expenditures, total operational expenditures, etc.) of tracking rather than focusing on the sub-object level (each specific line item). This means that instead of tracking each line item to ensure that it remains within the budget appropriation, the focus is on whether the Department as a whole operates within its total budget appropriation.

All budget amendments must be approved by the Town Council. Budget amendments include, but are not limited to, transfers of appropriations between departments, transfers of appropriations from the Contingency to departments and/or funds, and transfers of appropriations between funds.

As of December 31, 2010, staff has identified the following budget re-appropriations that need to be made (account details are presented in the attached document):

- Transfer of the Governor's Office of Highway Safety Grant from the Non-Federal Grants Fund (Fund 06) to the Federal Grants Fund (Fund 08). The funds received are Federal "pass-through" funds and therefore must be tracked in the Federal Grants Fund.
- Transfer Library Director's salary coded to the Beaver Creek Library to the Camp Verde Community Library. Both of these departments are in the General Fund. The Beaver Creek Library operations have been transferred to Yavapai County, therefore the Library Director's time will no longer be allocated there (10% of the Library Director's salary).
- Establishment of a "Miscellaneous Expenditures" in the Non-Departmental budgetary unit in the General Fund to allow for the expenses incurred from selling property through the online surplus property auction. These expenditures are related to obtaining titles and other miscellaneous items needed to process the sales.

Recommendation (Suggested Motion): Approval of budget re-appropriations for the first half of the 2010-2011 fiscal year as detailed in the staff report.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Attorney Review: Yes No N/A

Attorney Comments:

Submitting Department: Finance Department

Contact Person: Lisa Elliott, Senior Accountant

Action Report Prepared By: Lisa Elliott, Senior Accountant



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date January 19, 2011

Meeting Type: Regular Session

Consent Agenda **Regular Session**

Reference Document: Approval and Execution of Resolution 2011-830 and the Intergovernmental Agreement between the Town of Camp Verde and the Arizona Department of Transportation.

Agenda Title (be exact): Discussion, consideration and possible approval of Resolution 2011-830 and Intergovernmental Agreement/Joint Project Agreement (IGA) JPA/IGA #09-1521 between the Town of Camp Verde and the Arizona Department of Transportation (ADOT) for the design and construction of Finnie Flat Sidewalk.

Purpose and Background Information: The Finnie Flat Sidewalk Project is a State of Arizona sponsored Transportation Enhancement Project which was selected by the Arizona Transportation Enhancement Review Committee (TERC) during Round 13 in 2005. Transportation Enhancement grants are federally funded programs through the Federal Highway Administration (FHWA).

Scoping and design work of the Finnie Flat Sidewalk is being prepared by GHD (engineering firm) for the Town. Acting as the Town's Agent, ADOT will bid, award and manage the construction in coordination with their State Route 260 Sidewalk project.

In 2005 The Town was awarded \$423,266 of Federal Funds, plus the required Town Match of \$25,584 for a project total of \$448,850. Based on ADOT'S *current estimated cost of design and construction*, federal funds have been increased to the maximum available of \$500,000, matching funds from Camp Verde must total \$30,223. The IGA lists \$70,395 as the current estimate for any potential design and/or construction contingencies. \$136,000 is accounted for in the 2010/2011 fiscal budget for this project (the amount includes the Town Match for design and construction costs and Right of Way acquisition).

ADOT expects construction will be complete in fiscal year 2012.

Recommendation (Suggested Motion): Move to approve and execute Resolution 2011-830 and IGA/JPA #09-1521 for the Finnie Flat Sidewalk Project

Finance Review: Budgeted Unbudgeted N/A (CIP FUND #03-50-00-5094)

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Public Works

Contact Person: Ron Long

Action Report prepared by: D. Ranney



RESOLUTION 2011-830

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
~~ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE~~
ARIZONA DEPARTMENT OF TRANSPORTATION.**

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and the Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement.

WHEREAS, in 2005 The Town received a Round 13 Transportation Enhancement Grant through the Federal Highway Administration for the construction of approximately 2,660 linear feet of concrete sidewalks along the north side of Finnie Flat Road from the west end of the Outpost Mall to the northwest corner of Montezuma Castle Highway and Main Street (Project).

WHEREAS, upon acceptable completion of the Finnie Flat Sidewalk design by the Town, the State, acting as Agent for the Town, will advertise, bid and award the construction contract for the Project and carry out the construction administration in coordination with the State's project along SR 260.

WHEREAS, the Mayor and Common Council has reviewed the proposed Intergovernmental Agreement for the Project. **NOW THEREFORE**, the Mayor and Common Council of the Town of Camp Verde resolve, pursuant to ARS §11-951 through § 11-954 to execute Intergovernmental Agreement/Joint Project Agreement 09-1521 with Arizona Department of Transportation services. Passed and approved by a majority voted of the Common Council at the Regular Session of January 19, 2011.

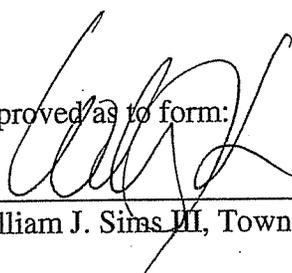
PASSED AND ADOPTED:

Bob Burnside, Mayor

Attest:

Deborah Barber, Town Clerk

Approved as to form:



William J. Sims III, Town Attorney

ADOT File No.: IGA/JPA 09-152I
AG Contract No.: P001 2010 004308
Project No.: TEA CMV-0 (201) A
Project: Sidewalks & Landscaping
Section: Finnie Flat Road, Main Street
to Outpost Mall
TRACS No.: SL633 02D / 01C
TIP/STIP No: Page 70 FY 10-13 STIP
Budget Source Item No.: Local TEA

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
TOWN OF CAMP VERDE

THIS AGREEMENT is entered into this date PLEASE DO NOT ENTER 2010, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF CAMP VERDE, acting by and through its MAYOR and TOWN COUNCIL (the "Town"). The State and the Town are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
3. Congress has authorized appropriations for, but not limited, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; and the application of pavement markings.
4. Such Project lies within the boundary of the Town and have been selected by the Town; the survey for the Project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.

5. The Town, in order to obtain Transportation Enhancement Federal funds for the design and construction of the Finnie Flat Road project, is willing to provide Town funds to match Transportation Enhancement Federal funds in the ratio required or as finally fixed and determined by the Town and FHWA, including actual construction engineering and administration costs (CE).

6. The interest of the State in the Projects is the acquisition of Transportation Enhancement Federal funds for the use and benefit of the Town and to authorize such Transportation Enhancement Federal funds for the Projects pursuant to Federal law and regulations. The State shall be the designated agent for the Town.

7. This agreement pertains to the following work on Finnie Flat Road: design and construction of approximately 2,660 linear feet of portland cement concrete sidewalks five (5) to six (6) feet in width along the north side of the road from the west end of the Outpost Mall then east to the northwest corner of Montezuma Castle Highway and Main Street. Other improvements include concrete curb-and-gutter, a retaining wall with handrail, ADA accessible curb ramps, chain-link fencing, improvements to an existing guardrail and storm drainage improvements, hereinafter referred to as the 'Project'.

8. The Town will design the Project. Upon **acceptable** completion of design of **this project and the State's completion of design of the sidewalk project along SR 260 that will be advertised with it (TRACS# H7171 01C)**, the State will advertise, bid and award the construction contract for the Project and carry out construction administration on behalf of the Town. The estimated design and construction costs, are as follows:

Amount of Federal Funds approved for Project SL633	\$ 500,000.00
<u>TRACS No. SL633 02D (Design)</u>	
Total Estimated Design Costs	\$ 74,231.00
Federal Aid Funds @ 94.3%	\$ 70,000.00
Town Funds @ 5.7%	\$ 4,231.00
<u>TRACS No. SL633 01C (Construction)</u>	
Total Estimated Construction Costs	\$ 526,387.00
Balance of Federal Aid Funds Available for Construction	\$ 430,000.00
Town Funds @ 5.7%	\$ 25,992.00
Estimated Town Funds @ 100%	<u>\$ 70,395.00</u>
*Total Estimated Town Funds for Design & Construction	\$ 100,618.00
*Total Estimated Cost for Design & Construction	\$ 600,618.00

*(Includes 15% CE and 5% project contingencies)

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the Town is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project, and any excess Town funds returned to the Town at Project close-out. The Town acknowledges it remains

responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. On behalf of the Town, perform work and approve documents required by Federal Highway Administration ~~to qualify certain projects for and to receive Federal funds. Such documents may consist~~ of, but are not specifically limited to, environmental documents; the preparation of the analysis requirements for documentation of environmental categorical exclusion determinations; review of reports, design plans, maps, and specifications; geologic materials testing and analysis; right-of-way related activities and such other related tasks essential to the achievement of the objectives of this Agreement. Provide comments to the Town as appropriate.

b. Submit all documentation required to the FHWA pertaining to the above-mentioned Project with the recommendation that funding be approved for design and construction. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the construction contract documents prepared for the Project.

c. Request the programmed Federal funds for the design and construction of this Project. Should costs exceed the maximum Federal funds available, it is understood and agreed that the Town will be responsible for any overage.

d. Upon execution of this agreement, receipt and approval of invoices submitted by the Town for reimbursement of costs incurred for design and with all necessary documentation, no more than monthly, reimburse the Town with Transportation Enhancement Federal funds, in an amount not to exceed **\$70,000.00**.

e. Upon completion of design and a final Engineer's Estimate acceptable to the State and prior to bid advertisement, invoice the Town for the Town's estimated matching and additional funds for ADOT to construct the Finnie Flat Road project and administer its construction, currently estimated at **\$96,387.00**. Once the Project costs have been finalized for the Finnie Flat Road project, the State will either invoice or reimburse the Town for the difference between estimated and actual costs. The State will prepare a final reconciliation upon completion of the Project and return any excess Town funds if applicable.

f. Upon **acceptable** completion of design of this project and the State's completion of **design of the related sidewalk project along SR 260 that will be advertised with it (TRACS# H7171 01C)**, approval by FHWA, receipt of all of the Town's funds for construction, and with the aid and consent of the Town and the FHWA, proceed to advertise for, receive and open bids subject to the concurrence of the FHWA and the Town, to whom the award is made for and enter into a contract(s) with a firms(s) for the construction of the project.

g. Not be obligated to maintain any improvements cited in Recital 7 of this Agreement, should the Town fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The Town will:

a. Upon execution of this Agreement designate the State as authorized agent for the Town.

b. Prepare and provide design plans, specifications and other such documents and services required for the construction bidding and construction of the Project and incorporate comments from the State as appropriate.

c. Upon execution of this agreement and within thirty (30) days of costs being incurred by the Town for design, no more than monthly, submit payment requests to the State for reimbursement of approved costs covered by federal Transportation Enhancement funds not to exceed **\$70,000.00**.

d. Upon completion of design and a final Engineer's Estimate acceptable to State, and prior to bid advertisement within thirty (30) days of receipt of an invoice from the State remit to the State the amount equal to the difference between the total cost for ADOT to construct the project and administer its construction, as provided for in this Agreement and the amount of Federal Aid received, currently estimated at **\$96,387.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the Town for the difference between estimated and actual costs. Final adjustments to the Town's funds for construction of the project may be required based on the final contract award amount.

e. Grant the State, without charge, cost or additional documents and agreements, permission to enter Town right-of-way to construct the improvements.

f. Be entirely responsible for all costs incurred over and above the federal funding shown herein in performing and accomplishing the work as set forth in this agreement, subject to budget appropriation. Payment for these costs shall be paid within thirty (30) days of receipt of an invoice from the State.

g. Provide for cost and, as an annual item in the Town's budget, proper maintenance of the Project including all components, cited in Recital 7 of this Agreement, including, but not limited to, keeping sidewalks and ramps reasonably clean and clear of debris and maintaining and repairing landscape surfaces and related swales and embankments. Be responsible for any repairs necessary to keep the sidewalks and ramps compliant with the American with Disabilities Act Accessibility Guidelines.

h. Upon completion of the Project, agree to accept and assume full responsibility of said Projects, and request refund from the State of any amount remaining from the Town's funds deposited for the construction of the Project.

i. Obtain, per established procedures of the State's Prescott Engineering District Permit Office, a valid annual blanket Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the Town within the State's rights-of-way. Agree to obtain separate permits for any new construction or installations in accordance with the Prescott District established procedures. The Town agrees all activities performed by the Town under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.

j. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid. Hereby also certifies that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction.

k. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Town shall take all necessary steps to remove or prevent any such encroachment or use.

l. Be responsible for all costs attributable to any engineering change orders costing in excess of the available funds deposited for the project. The Town will also be responsible for contractor claims for additional compensation caused by project delays attributable solely to the Town.

m. Pursuant to 23 USC 102(b), repay all Federal funds reimbursements for preliminary engineering costs on the Project if it does not advance to right of way acquisition or construction within ten (10) years after Federal funds were first made available.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Projects and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, subject to budget appropriation, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the project construction contract for the Projects, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the Town terminates this Agreement, the State shall in no way be obligated to maintain said Projects.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The Town, in regard to the Town's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined to securing federal aid on behalf of the Town and requirements contained in this Agreement; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the Town and that to the extent permitted by law, the Town hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all costs and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the Town, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and reasonable attorneys' fees.

3. This agreement shall remain in force and effect until completion of the work and related deposits and reimbursements.

4. The cost of design, construction and construction engineering work related to the Finnie Flat Road project covered by this Agreement is to be borne by FHWA and the Town, each in the proportion prescribed or as fixed and determined by FHWA as stipulated in this Agreement. Therefore, the Town agrees to furnish and provide the difference between the total cost of the work provided for in this Agreement and the amount of Federal Aid received and to pay these cost within thirty (30) days of receipt of an invoice from the State.

5. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

6. The Town warrants compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 amendments and with Arizona Revised Statutes § 41.725.

7. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

8. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

9. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

11. ~~Non-Availability of Funds: Every payment obligation of the State or the Town under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement~~ may be terminated by the non-appropriating party at the end of the period for which the funds are available. No liability shall accrue to the non-appropriating party in the event this provision is exercised, and the non-appropriating party shall not be obligated or liable for any future payments as a result of termination under this paragraph.

12. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

13. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Town of Camp Verde
Attn: Deborah Ranney
395 S. Main Street
Camp Verde, Arizona 86322
(928) 567-0534
(928) 567-1540 Fax

ADOT Transportation Enhancement & Scenic
Roads Section
1615 W. Jackson St. MD EM10
Phoenix, AZ 85007
(602) 712-6258
(602) 712-3347 Fax

For Town Financial Matters:

Lisa Elliott, Sr. Accountant
395 S. Main Street
Camp Verde, Arizona 86322
Phone # 928-567-6631 ext. 109
Fax # 928-567-5607

14. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The Town warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214(A).

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the Town may be subject to penalties up to and including termination of the Agreement.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the Town or subcontractor is complying with the warranty under paragraph (a).

15. Pursuant Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term

"scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

16. In accordance with Arizona Revised Statutes § 11-952(D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

TOWN OF CAMP VERDE

By _____
BOB BURNSIDE
Mayor

ATTEST:

By _____
DEBORAH BARBER
Town Clerk

STATE OF ARIZONA

Department of Transportation

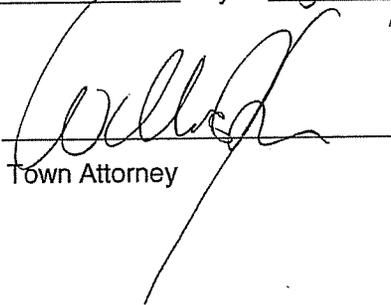
By _____
SAM MAROUFKHANI, P.E.
Deputy State Engineer, Development

ATTORNEY APPROVAL FORM FOR THE TOWN OF CAMP VERDE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF CAMP VERDE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 8 day of January, 2011.


Town Attorney



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date January 19, 2011

Meeting Type: Regular Session

Consent Agenda Regular Session

Reference Document: Approval and execution of Resolution 2011-831 and Intergovernmental Agreement (IGA) between the Town of Camp Verde and the Arizona Department of Transportation (ADOT).

Agenda Title (be exact): Discussion, consideration and possible approval of Resolution 2011-831 and Intergovernmental Agreement/Joint Project Agreement (IGA/JPA) 10-2271 for the design and construction of State Route 260 (SR-260) Sidewalk and Landscaping Project by ADOT.

Purpose and Background Information: The SR-260 Sidewalk Project is a State of Arizona sponsored Transportation Enhancement Project selected by the Arizona Transportation Enhancement Review Committee (TERC). Transportation Enhancement grants are federally funded programs through the Federal Highway Administration (FHWA).

Scoping and design of State Route 260 Sidewalk Project is being prepared by the State of Arizona. The contract bidding, contract award and construction of the project will be managed by ADOT in coordination with the Town of Camp Verde Finnie Flat Sidewalk Project wherein ADOT will act as the Town's Agent.

The Town is not obligated for any portion of funding for the design and/or construction of the SR-260 Project. Upon completion and notification by the State, the Town will be responsible for the maintenance and any necessary repairs of the sidewalk and landscaping. The cost for this will be considered annually during the budget process; repairs should be minimal for the first several years

ADOT expects that construction on both projects will be complete in fiscal year 2012.

Recommendation (Suggested Motion): Move for the approval and execution of Resolution 2011-831 and IGA/JPA 10-2271 for State Route 260 Sidewalk & Landscaping Project.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Public Works

Contact Person: Ron Long
Action Report prepared by: D. Ranney



RESOLUTION 2011-831

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE
ARIZONA DEPARTMENT OF TRANSPORTATION.**

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and the Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement.

WHEREAS, The Arizona Department of Transportation (ADOT) has received funding through the Federal Highway Administration (FHWA) for the design and construction of two sidewalk segments totaling approximately 3,375 feet, along State Route 260 (Project) located within the Town of Camp Verde boundary.

WHEREAS, upon Project design completion by the State and approval by the FHWA, the State will advertise, bid and award the construction contract for the Project and carry out the construction administration in coordination with, and acting as Agent for, the Town's project along Finnie Flat Road. Upon completion of the State Route 260 Sidewalk Project the Town will assume maintenance responsibility for the sidewalk and landscaping.

WHEREAS, the Mayor and Common Council has reviewed the proposed Intergovernmental Agreement for the Project. **NOW THEREFORE**, the Mayor and Common Council of the Town of Camp Verde resolve, pursuant to ARS §11-951 through § 11-954 to execute Intergovernmental Agreement/Joint Project Agreement 10-2271 with the Arizona Department of Transportation. Passed and approved by a majority voted of the Common Council at the Regular Session of January 19, 2011.

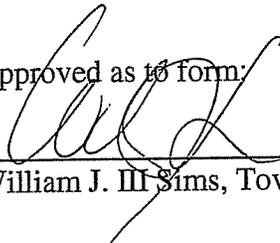
PASSED AND ADOPTED:

Bob Burnside, Mayor

Attest:

Deborah Barber, Town Clerk

Approved as to form:



William J. III Sims, Town Attorney

ADOT File No.: IGA/JPA 10-227I
AG Contract No.: P001 2010 004307
Project No.: TEA 260- A(201)A
Project: Sidewalks & Landscaping
Section: SR 260 Cliffs Parkway-Main St
TRACS No.: H7171 01C
Budget Source Item No.: 75310/75312

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF CAMP VERDE

THIS AGREEMENT is entered into this date PLEASE DO NOT ENTER, 2010, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF CAMP VERDE, acting by and through its MAYOR and TOWN COUNCIL (the "Town"). The State and the Town are collectively referred to as "Parties".

1. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The Town is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.
 3. Such project lies within the boundary of the Town and has been selected by the Town; the survey of the project has been completed; and the plans, estimates and specifications will be prepared and, as required, submitted by the State to the Federal Highway Administration (FHWA) for its approval.
 4. The interest of the State in this project is the acquisition of federal funds for the use and benefit of the Town and to authorize such federal funds for the project pursuant to Federal law and regulations. The State shall be the designated agent for the Town.
-

5. This Agreement pertains to the design and construction of two segments of six (6) foot wide sidewalk along State Route 260, one approximately 1,750 linear feet in length on the north side of the highway from an existing Town sidewalk along Cliffs Drive then east to 7th Street, the other approximately 1,625 linear feet in length on the south side of the highway from 7th Street then east to Main Street all within the Town of Camp Verde, hereinafter referred to as the "Project". The improvements will also include ADA accessible curb ramps, landscaping and irrigation, street furniture, and may include a pedestrian hybrid beacon at 7th Street. The State shall advertise, bid and award the Project and the Town will maintain the Project.

THEREFORE, in consideration of the mutual Agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Prepare and provide design plans, specifications and other such documents and services required for construction of the Project.

b. Upon approval by the FHWA, proceed to advertise for, receive and open bids subject to the concurrence of the FHWA. The State will enter into a contract(s) with a firm(s) to whom the award is made for the construction of the Project. Administer contract(s) for the Project and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by the Project delays attributable to the State.

c. Upon completion of the Project, perform the final inspection and notify the Town in writing that the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.

d. Not be obligated to maintain said Project, should the Town fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

e. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid. Hereby also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction.

2. The Town will:

a. Upon execution of this Agreement designate the State as authorized agent for the Town.

b. Provide for cost and, as an annual item in the Town's budget, proper maintenance of the Projects including all components, installed and constructed for the Project.

c. Upon completion of the Project, agree to accept and assume full responsibility of said Projects in writing.

d. Provide for cost and, as an annual item in the Town's budget, proper maintenance and emergency repairs of the improvements related to the Project, including all components for the Project cited in Recital 5 of this Agreement. Provide proper and perpetual maintenance for the Project including, but not limited to, keeping sidewalks and ramps reasonably clean and clear of debris and maintaining and repairing landscape surfaces and related swales and embankments. Be responsible for any repairs necessary to keep the sidewalks and ramps compliant with the American with Disabilities Act Accessibility Guidelines.

e. Be responsible for furnishing and maintaining the electrical and solar power and water necessary to maintain the pedestrian hybrid beacon and landscaping and irrigation system, including all testing, adjusting, repairing and operation of the irrigation system.

f. Conduct all maintenance work within the State right-of-way in a manner to minimize traffic congestion and interference with through-traffic. All traffic control will meet the requirements of the most recent Arizona Department of Transportation's "Uniform Traffic Control Manual".

g. Obtain, per established procedures of the State's Prescott Engineering District Permit Office, a valid annual blanket Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the Town within the State's rights-of-way. Agree to obtain separate permits for any new construction or installations in accordance with the Prescott District established procedures. The Town agrees all activities performed by the Town under this Agreement shall be set forth in and covered by the appropriate Encroachment Permit.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said project and related deposits or reimbursement, except any provisions for maintenance shall be perpetual, subject to budget appropriation, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the project construction contract, upon thirty days (30) written notice to the other party. It is understood and agreed that, in the event the Town terminates this Agreement, the State shall in no way be obligated to maintain said Project.

2. To the extent permitted by law, each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses (including, but not limited to, reasonable attorneys' fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death), property damage and any other claims (including, but not limited to, claims of derivative or vicarious liability), which are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

3. The cost of construction and construction engineering work under this Agreement is to be covered by federal funds set aside for this Project, up to the maximum available.

4. The cost of the project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

5. The Town warrants compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 amendments and with Arizona Revised Statutes § 41.725.

6. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

7. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

8. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes § 35-214 and § 35-215 shall apply to this Agreement.

9. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

10. **Non-Availability of Funds:** Every payment obligation of the State or Town under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the non-appropriating party at the end of the period for which the funds are available. No liability shall accrue to the non-appropriating party in the event this provision is exercised, and the non-appropriating party shall not be obligated or liable for any future payments as a result of termination under this paragraph.

11. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

12. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Town of Camp Verde
Attn: Ron Long
395 S. Main Street
Camp Verde, Arizona 86322
(928) 567-0534
(928) 567-1540 Fax

ADOT Transportation Enhancement &
Scenic Roads Section
1615 W. Jackson St. MD EM10
Phoenix, AZ 85007
(602) 712-6258
(602) 712-3347 Fax

For Town Financial Matters:

Lisa Elliott, Sr. Accountant
395 S. Main Street
Camp Verde, Arizona 86322
Phone # 928-567-6631 ext. 109
Fax # 928-567-5607

13. Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The Town warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Arizona Revised Statutes § 23-214(A).

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the Town may be subject to penalties up to and including termination of the Agreement.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the Town or subcontractor is complying with the warranty under paragraph (a).

14. Pursuant Arizona Revised Statutes § 35-391.06 and § 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in Arizona Revised Statutes § 35-391 and/or § 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

15. In accordance with Arizona Revised Statutes § 11-952(D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

TOWN OF CAMP VERDE

STATE OF ARIZONA

Department of Transportation

By _____
BOB BURNSIDE
Mayor

By _____
SAM MAROUFKHANI, P.E.
Deputy State Engineer, Development

ATTEST:

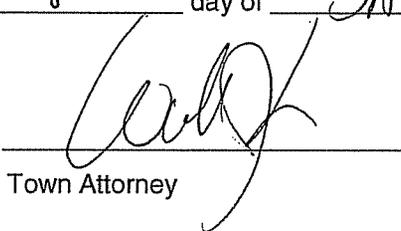
By _____
DEBORAH BARBER
City Clerk

ATTORNEY APPROVAL FORM FOR THE TOWN OF CAMP VERDE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF CAMP VERDE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 8 day of July, 2011



Town Attorney



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: January 19, 2011

Meeting Type: Regular Session

Consent Agenda – Special Announcements **Regular Business**

Reference Document:

Agenda Title (be exact):

Discussion, consideration, and possible approval of the "Gateway to the Verde Valley" as the Town's motto/logo/branding for the Town of Camp Verde.

Purpose and Background Information:

At incorporation, the Town used "Gateway to the Verde Valley" as the Town's motto. I would like to see us return to that slogan.

Recommendation (Suggested Motion):

Approve "Gateway to the Verde Valley" as the Town's logo and use it to start 'branding' Camp Verde.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Mayor & Council

Contact Person: Jackie Baker

Action Report prepared by: D. Barber