

ADDITIONAL INFORMATION

**REGULAR SESSION
March 3, 2010**

Item 4. a

Memorandum Clerks Office



To: Mayor and Council
From: Debbie Barber, Town Clerk
Date: March 3, 2010
Re: Special Session Meeting Request

I received the attached e-mail from Councilor Garrison this morning requesting that I change the March 10, 2010 Work Session to a Special Session. As noted in the attached e-mail, this request is being made by Councilors Garrison and Whatley. The e-mail also includes a detailed agenda that will be posted. *Please note that there was no Work Session meeting scheduled for March 10.*

Though I would like to honor the Council members' request, the Town Code, Section 2-3-1.1 requires a public vote of the Council to set a Special Session. This section further states that the Manager AND Mayor may jointly schedule a special session to begin at a time and place *designated in the motion*. Section 2-3-2 of the Code states: Special and emergency meetings, as permitted by law, shall be called and posted in the same manner as regular meetings by the Mayor or the Town Clerk, after confirmation of the availability of a quorum.

In summary, Council must vote at tonight's meeting under "Set Next Meeting Date & Time" to set a Special Session for March 10, with the agenda as submitted by Councilors Garrison and Whatley. Please feel free to call me if you have any questions.

Debbie Barber

From: Norma Garrison [mgarrison@sedona.net]
Sent: Wednesday, March 03, 2010 8:10 AM
To: Debbie Barber
Cc: Debbie Barber; Virginia Jones; Norma Garrison; Robin Whatley
Subject: Agenda Item

Sponsored by Robin Whatley & Norma Garrison

Work Session for **March 10, 2010** regarding Budget clarification to be agendized as follows as a **SPECIAL SESSION** allowing Council to go into E-Session if desired, **from 4-6PM**.

Agenda

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Call to the Public
5. Discussion with Town Manager regarding FY2010-2011 budget format, reiteration of staff projections and recommendations, including but not limited to consideration of additional sales tax, broadened accommodation tax, reduced construction tax, a 36 hour work week, impacts of a 10-20% payroll reduction of overall payroll, revisions to holiday pay, departmental reorganization, possible elimination of some positions, and or early retirement of employees that could qualify without benefit loss and RFP, RFQ possibilities as related to budget reduction. **Council may vote to go into Executive Session pursuant to ARS 38-431.03.A.3 for discussion or consultation for legal advice with the attorney or attorneys of the public body.**
6. Summary of ideas discussed and possible directions to Town Manager to be relayed to Department Heads.
7. Discussion and possible direction to Town Manager regarding current FY2009-2010 budget. This item may include discussion and reconsideration of unbudgeted items previously approved by council, staff reductions, change in hours or any other items that would enable Town to conclude FY 2009-2010 within the published budget amounts.
8. Adjournment



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**AGENDA
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS - 473 S. Main Street, Room #106
WEDNESDAY, MARCH 3, 2010
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 – February 17, 2010
 - 2) Executive Session – February 17, 2010 (Recorded)
 - 3) Special Session – February 17, 2010
 - 4) Special Session – February 10, 2010
 - 5) Executive Session – February 10, 2010 (Recorded)
 - b) **Set Next Meeting, Date and Time:**
 - 1) March 17, 2010 at 6:30 p.m. – Regular Session
 - 2) March 24, 2010 at 6:30 p.m. – Council Hears Planning & Zoning Matters
 - 3) April 7, 2010 at 6:30 p.m. – Regular Session
 - 4) April 21, 2010 at 6:30 p.m. – Regular Session
 - 5) April 28, 2010 at 6:30 p.m. – Council Hears Planning & Zoning Matters
5. **Special Announcements & Presentations** – There are no announcements or presentations.
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, and Yavapai County Water Advisory Committee. 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 John Neville, (LEED Consultant to Architect Joel Westervelt), followed by discussion, consideration, and possible approval of one of the following contract options for the remodel of Rio Verde Plaza:** (Note: Council previously approved budget reappropriations in the amount of \$129,000 for this activity.)
 - **Option A: For basic services as outlined in Section 11.5 of the contract, including the consulting services of John Neville, LEED Consultant. The total basic compensation for Option A (Green Technology) is \$86,100.**
 - **Option B: For basic services as outlined in Section 11.5 of the contract (WITHOUT Green Technology consulting services). The total basic compensation for Option B is \$67,850.**
9. **Possible approval of Resolution 2010-806, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona approving and adopting the Intergovernmental Agreement between the Town of Camp Verde and the Arizona State Parks Board allowing the Town to provide funding of \$105,000 for Fort Verde State Historic Park in order to support the operations of the Park from March 30, 2010 to March 29, 2011 and approval of the budget reappropriation of \$26,250 from the Contingency Fund to the Arizona State Parks – Fort Verde Line Item to fund the operations through June 30, 2010. \$26,250 is unbudgeted, with the remaining balance to be included in the FY 10/11 budget. Staff Resource: Michael Scannell**
10. **Discussion, consideration, and possible approval of the Special Event Permitting Process and Handbook. Staff Resource: Debbie Barber**

Mayor Burnside requested items 11, 12, & 13:

11. **Discussion, consideration, and possible approval of/and authorization for the Mayor to sign a letter of opposition relative to House Bill 2512. The major impacts of this bill include the elimination of the option for municipalities to self-collect local taxes through a contracted service; elimination of local efficiencies that might be available through utilizing a contracted service to self-collect local taxes; and the elimination of the option to contract for an audit through a contingency fee basis.**
Staff Resource: Mayor Burnside
12. **Discussion of the process to be used in selecting candidates for the Town Manager position, followed by discussion, consideration, and possible direction to staff to begin the process. Discussion may include, but not be limited to using the League of Cities and Towns, advertising, the internet, etc.** Staff Resource: David R. Smith as HR Director
13. **Discussion of the process that Council wishes to utilize in the selection and/or appointment of an Interim Town Manager. Discussion may include, but not be limited to using the League of Cities and Towns, other agencies, or selecting an existing staff member.** Staff Resource: Mayor Burnside
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.
17. **Adjournment**

Posted by: *J. Jones*

Date/Time: *2-25-2010*

8:15 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.

4a.1

**MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS
WEDNESDAY, FEBRUARY 17, 2010
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 Michael Scannell, Town Marshal Dave Smith, Public Works Director Ron Long, Sr. Acct. Lisa Elliott, Adm. Asst. to the Town Manager Carol Brown, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper.

3. Pledge of Allegiance

The Pledge was led by Garrison.

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) Special Session February 8, 2010
- 2) Executive Session – February 8, 2010 (Recorded)
- 3) Special Session – February 3, 2010
- 4) Regular Session – February 3, 2010
- 5) Executive Session – February 3, 2010 (Recorded)
- 6) Council Hears Planning & Zoning Matters – January 27, 2010

b) Set Next Meeting, Date and Time:

- 1) February 24, 2010 at 6:30 p.m. – Council Hears Planning & Zoning Matters – **CANCELLED**
- 2) February 24, 2010 at 5:30 p.m. – Council/Staff Retreat
- 3) March 3, 2010 at 6:30 p.m. – Regular Session
- 4) March 17, 2010 at 6:30 p.m. – Regular Session
- 5) March 24, 2010 at 6:30 p.m. – Council Hears Planning & Zoning Matters

**c) Possible approval of Resolution 2010-804, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, pertaining to the submission of projects for consideration in Arizona's 2011 Fiscal Year Highway Safety Plan. This application requests \$15,000 to purchase a "Total Station Collision Measurement System."
Staff Resource: David R. Smith**

On a motion by Baker, seconded by Kovacovich, the Consent Agenda was unanimously approved, with Item 4.b)2) corrected to reflect the meeting time as 4:00 p.m., to be held in the Council Chambers, and Item 4.c) pulled for discussion.

Mayor Burnside announced a change in the meeting time and location for the Retreat scheduled for February 24, 2010, to 4:00 p.m. in the Council Chambers; Councilor Roulette requested that Item 4.c) be pulled for separate discussion.

4.c) Possible approval of Resolution 2010-804, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, pertaining to the submission of projects for consideration in Arizona's 2011 Fiscal Year Highway Safety Plan. This application requests \$15,000 to purchase a "Total Station Collision Measurement System."

On a motion by Roulette, seconded by German, the Council unanimously approved Resolution 2010-.804, Item 4.c) of the Consent Agenda, as written.

Roulette asked Marshal Smith about the training required for the subject System to be purchased; Smith explained that training is included in the purchase price, and approval of Council is needed in order to submit the grant requesting the funding.

5. Council Informational Reports.

Whatley commented that the Pecan & Wine Festival hosted by CCCVL this last weekend was an unqualified success. Whatley was extremely pleased with the way it was run, and she heard numerous good comments from those attending.

German echoed Whatley's remarks; German said she also worked as a volunteer, and the event was great.

Baker reported that she attended the WAC meeting today; it appears that the membership fees will remain the same for all of the cities and towns in WAC.

Burnside described the meeting he had with Governor Jan Brewer last Friday, along with other Mayors. At her request, Burnside shared what he thought she could do for the Verde Valley, inviting her to come for a visit as an individual, without the usual entourage, and spend the day enjoying some local activities and the true open space and beauty of what is part of her State. Burnside also commented on his participation in the Vintage Baseball event, and the great Pecan & Wine Festival.

6. **Call to the Public for Items not on the Agenda**

(Comments from the following individuals are summarized.)

Steve Goetting thanked CCCVL and everyone else involved in the Pecan & Wine Festival; it was a wonderful event attended by about 2500 people; he and his wife are still working on the final accounting. They hope to do the event bigger and better next year, and are requesting permission and support from the Council to start planning it.

Sheila Stubler, Parks staffer at Fort Verde, described the kids' games that had been included as part of the Pecan & Wine event, and announced the three winners of the pecan pie contest. The Fort took in a little over \$2,000 in fees for the weekend, and she looks forward to a bigger and better event next year and thanked everyone for their support.

Gary Johnson, Human Resources Director for Redeeming Life, wanted to add to the information shared by representatives from that entity two weeks ago, and suggested that the issue be returned to the agenda for the meeting next week. Mr. Johnson spoke on the importance of a teen center and stressed that his organization believes and participates strongly in screening of those who will work with teens, and reiterated his request to have their proposed teen center be on the agenda next week for further consideration.

There was no further public input.

7. **Yavapai-Apache Nation Chairman Thomas Beauty will update the Council on the Nation's activities and present a check to the Town in the amount of \$80,526.00 as a contribution from Cliff Castle Gaming Facility, pursuant to Section 12 (d)(1) of the Tribal-State Gaming Compact, followed by possible authorization to appropriate the funds as requested by the Nation for the following: Camp Verde Unified School District Tutor (CVUSD) in the amount of \$33,000 and \$47,526 for the Community Pool and Library Construction. Authorization, if approved, will include the approval to transfer the funds to CVUSD.**

Appropriations for the pool and library will be determined during the budget process. Staff Resource: Debbie Barber
On a motion by Burnside, seconded by Baker, the Council unanimously voted to deposit the \$33,000 into a special account labeled, "Camp Verde Unified School District YAN Tutor"; the School District to submit invoices pertaining to the Tutor system, with checks released for payments, in order to account for and report on the expenditures and to demonstrate complete transparency and gratitude to the Tribe; with the same accounting procedure to be followed for the appropriations for the Pool and Library construction.

Norman Smith, Vice Chairman from the Yavapai-Apache Nation, explained that the Chairman was unable to attend the meeting, and he was honored to present the Nation and to be able to present the subject check to the Town of Camp Verde. Mr. Smith said that the funds represent a way to support both the Town residents and the Native American community, since both communities take part in the three areas listed. Pursuant to Prop. 202 passed in 2002, the Nation is happy to present the check so that both education and community services will be served. Mr. Smith introduced the other members of the Tribal Council who had accompanied him. Mayor Burnside accepted the check, acknowledging that it was an honor to do so, and that the funds represented community help for everyone. Mr. Smith added that all the people who live here want the best for each other and their community, and everyone needs to understand that and move forward. Following the presentation of the check, the representatives from the Nation left the meeting.

Mayor Burnside commented on the \$33,000 for the CVUSD Tutor, as well as the appropriation for the Pool and the Library to be determined during the budget session, all of which are funds with which the Nation has entrusted the Town and given guidance on using. Burnside recommended that the Town Manager be requested to deposit the \$33,000 into a special account labeled the YAN Tutor, and as the high school needs the money an invoice be presented for payment each time from that account. At the end of the year, an accounting can be presented to the Tribe showing how the funds were spent, and the same type of accounting and reporting can be followed for the appropriations for the Pool and Library construction.

The Council discussed the Mayor's recommendation; Scannell confirmed that such an accounting would not only be possible but such a degree of accountability makes perfect sense and is a good idea.

Items 8 & 9 are carried over from the 2-3-10 Regular Session

8. **Discussion, consideration, and possible approval of the following:** Staff Resource: Carol Brown

- a. Authorization to change the general liability limit requirements for casual vendors from \$1 million per occurrence and \$2 million aggregate and naming the Town of Camp Verde as additional insured, to \$1 million per occurrence and \$1 million aggregate and naming the Town of Camp Verde as additional insured.
- b. Authorization to waive the requirement for the vendor to supply the Town with a certificate of insurance when the Town co-sponsors an event (i.e. ballet, dance, art, tole painting, yoga, etc.) The aforementioned vendors would be similar to a contract employee. Before commencing their program, vendors will sign a Waiver holding the Town harmless.
- c. Authorization to permit and encourage sponsors of events held on Town property to obtain one Master/Blanket (Blanket) insurance policy for the special event pending proof from the insurance company that the sponsor and each participating vendor are covered in the Blanket Policy, and the insurance policy includes certain baseline monetary thresholds depending upon the circumstance applicable to the sponsor's event.

There was no action taken.

Carol Brown explained that there have been some questions directed to staff regarding the insurance requirements for the Parks & Recreation activities and the costs to the vendors. As an example, in connection with classes in some of the arts, it has become difficult to find instructors because the cost of the required insurance is somewhat prohibitive. Ms. Brown detailed her research and Risk Management assessment regarding the proposed three options; basically, reducing the general liability limit requirements for casual vendors, allowing an instructor to sign a Waiver in lieu of requiring a certificate of insurance, or authorizing a Master Blanket insurance policy for special events. Ms. Brown said that staff has been receiving some requests for a change in the requirements, and she wanted to give the Council the opportunity to share their thoughts, and to seek input and guidance. The following discussion included an opinion from Steve Goetting that he would favor a Blanket Policy based on his experience managing the recent Pecan & Wine Festival. Ms. Brown confirmed that there is more risk to the Town through a Master Blanket Policy, and it is not a common practice. Following the lengthy discussion centering on the obligation of Council to minimize risk to the Town, although it was agreed that the Town is also concerned with trying to ease any burden on the event participants, the Council decided to remain with the status quo and take no action on any of the options presented. Ms. Brown was commended for her thorough research into the insurance issue emphasizing protection for the Town.

Mayor Burnside requested item #9:

9. **Discussion, consideration, review, and possible approval of and/or direction to staff to make changes as discussed and bring back the Special Event Permitting Process and Handbook for Council consideration and possible approval at the earliest possible date.** Staff Resource: Debbie Barber

There was no action taken.

Town Clerk Barber said she was presenting the proposed Handbook to Council once again for further review and suggestions. Barber explained that although the processes outlined in the Handbook are currently in place, there has been no central reference available to promoters or organizers of events. The document is designed to fill that need for step-by-step guidance, to avoid the confusion experienced in the past by coordinating information between all the different departments.

The members agreed that the Handbook is a work in progress and constructive input will be welcomed from sponsors as the events are held. There was discussion and suggestions for improvements; for example, on Page 9, the heading expanded to read, as underlined, "Insurance Requirements for Events Held on Town Property and/or in Town Facilities." Also, the heading for Alcoholic Beverages be revised to read, "Alcoholic Beverages for Events Held on Town Property and Events Held on Private Property." Other changes were suggested, including clarification of the right of the Town Clerk to waive fees. The issue of fees was also briefly discussed; it was decided to address that issue at the upcoming Council Retreat. It was also agreed that further suggestions will be given to Barber for revisions to the document, which she then will plan to bring back to Council at the first meeting in March.

Barber said she will incorporate suggested changes and bring back the Handbook for Council consideration and possible approval at the March 3, 2010 meeting; the issue of user fees will be addressed at the Council Retreat scheduled for next week.

A recess was taken at 8:14 p.m.; the meeting was called back to order at 8:24 p.m.

10. **Discussion and consideration of the After Action Review Report, which records the emergency response assessment of the winter storm and forecasted flooding of January 2010.** Staff Resource: David R. Smith

There was no action taken.

Marshal David Smith commented that the subject document was submitted for Council critique, review and discussion. The members discussed with Smith some suggestions regarding security measures and communication concerns. The discussion included the confirmation that Smith is the Incident Commander, first in line, but in his absence a handbook is available with complete instructions for someone to take over handling any incident, and that information will be updated.

11. **Discussion, consideration, and 1) possible acceptance of the update on the financial status of the Town of Camp Verde for the first half of the 2009-2010 fiscal year; and 2) possible approval of the recommended budget appropriation adjustments to bring expenditures in line with projected revenues for the remainder of the 2009-2010 fiscal year. Staff Resource: Michael Scannell.**

On a motion by Garrison, seconded by Kovacovich, the Council unanimously accepted the update on the financial status of the Town of Camp Verde for the first half of the 2009-2010 fiscal year; and approved the recommended budget appropriation adjustments as detailed to bring expenditures in line with projected revenues for the remainder of the 2009-1010 fiscal year.

Sr. Acct. Lisa Elliott presented the subject financial update report that follows up the preliminary report given to Council in December 2009. The six months of data now available make it possible to develop a more accurate picture of the Town's financial status. Elliott explained that although there has been increased income from some taxes, there have been declines in others, with the result that a small decrease in revenue continues. During the brief discussion, it was agreed that the Town needs to continue to be conscientious about spending.

12. **Discussion, consideration, and possible selection of one of the following financial options below (see attachments "A" and "B" and authorization for and direction to the Manager to enter into negotiations with the Arizona State Parks Board relative to the execution of an Intergovernmental Agreement (IGA) which will address the Town of Camp Verde tendering to the State of Arizona funding so as to maintain the operational viability of Fort Verde State Historic Park (Park), the term of the agreement is contemplated to run from March 30, 2010 to March 29, 2011. Funding for the operation Fort Verde State Parks is unbudgeted and will come from the Contingency Fund. Staff Resource: Michael Scannell.**

- **Option 1: Attachment A - maintain the operational status of Fort Verde Historic State Park with the staffing levels that were in place while Arizona State Parks operated the park. The State's budget for this option is \$244,500.**
- **Option 2: Attachment B - This option replaces some of the paid work force with a comprehensive volunteer program which is predicated on the belief that there exists a need to make available no less than 2,200 volunteer hours on an annual basis as a supplement to the paid staff that are believed to be required to deliver the level of service to which the public has become accustomed. The cost to the Town for Option 2 is anticipated to be approximately \$77,000.**

On a motion by German, seconded by Roulette, the Council unanimously authorized the Town Manager to pursue Option 2, Attachment B, and direct the Town Manager to enter into negotiations with the Arizona State Parks Board relative to the execution of an Intergovernmental Agreement that will address the Town of Camp Verde tendering to the State of Arizona funding so as to maintain the operational viability of Fort Verde State Park; the term of the Agreement is contemplated to run from March 30, 2010 to March 29, 2011; funding for the operation of Fort Verde State Park is unbudgeted and will come from the Contingency Fund.

Town Manager Scannell reviewed the actions of the State Parks Board relative to closing down a number of the Parks in the State, among which was Fort Verde State Park, scheduled for closure on February 22nd, 2010. Following a petition to the Board for an extension of that date, and subsequent productive meetings regarding entering into an Intergovernmental Agreement, Scannell said two options to keep the Park open have been suggested for consideration, as outlined in his staff report. He outlined the cost indicated in Option 1, or Attachment A. Referring to Option 2, Attachment B, Scannell explained that Nancy Floyd has worked diligently to assemble a group of volunteers with various skills who would replace paid positions, donating a total of approximately 2200 hours. Combining a reduction in personnel expenses with a \$30,000 contribution from Yavapai County, the net cost to the Town to operate Fort Verde State Park would be approximately \$77,000; that could vary slightly. Scannell stressed the importance of Fort Verde to the Town, adding that closing the Park is not an option.

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Nancy Floyd, Camp Verde Historical Society, distributed copies of two different complex monthly schedules she had prepared indicating the volunteer and paid staff assignments. Ms. Floyd described the variety of skills among the volunteers, and reviewed the schedules and related planned activities in detail. She explained that there will be an initial training session on March 5th for the volunteers to be made aware of the extent and importance of their commitment, after which they will be asked to sign up. Ms. Floyd said that the response from the community has been wonderful.

Sheila Stubler said she wanted the Council to recognize some of the volunteers who were in the room who have helped in the past, and commented on how Mayor Burnside has helped to encourage attendance at Park activities.

There was no further public input.

Scannell said that the Town could also play a role in helping the volunteers by providing staff resources on some of the maintenance and technical issues. Should the Council elect to proceed with the IGA, as set forth in Option 2, Scannell said he will notify State

Parks of the go-ahead, and will immediately work on finalizing the IGA for Council review, possibly on March 3rd, and then on March 17th for final approval, and then be ready to proceed on March 29th with the terms of the IGA.. There was some discussion on possibly negotiating distribution of the income from the Park and reducing the paid staffing indicated on the schedules. Nancy Floyd protested that reducing the level of paid staff would place an unanticipated burden on the volunteers. Scannell expressed the sentiment of the community in regard to keeping Sheila Stubler on at the Park. Ms. Stubler's supervisor from State Parks spoke briefly on the staffing cuts the Board is facing from the top on down and confirmed there would be no one available to fill in for Stubler in the event of her absence; he also suggested that it was a good possibility that she would remain. Scannell confirmed that the IGA will be renewable every year. The Council members publicly acknowledged and commended Scannell for his efforts to develop the proposed Agreement and save the Park from being closed down.

13. **Discussion, consideration, and possible approval of Resolution 2010-805, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting the Town of Camp Verde Fraud Policy. Staff Resource: Lisa Elliott**

On a motion by Whatley, seconded by Garrison, the Council unanimously approved Resolution 2010-805, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting the Town of Camp Verde Fraud Policy and declaring it a public record.

Elliott said that staff is trying to formalize procedures for all of the employees and of their other contacts outside of the Town; the subject Policy pertains to fraud and misuse of Town assets, and sets forth specific guidelines and responsibilities regarding appropriate actions that must be followed for investigation of fraud and similar irregularities. The proposed document sets forth in detail the purpose, definitions, examples of prohibited acts, and states a zero tolerance policy regarding fraud. The Council briefly discussed different examples of abuses and the proposed ethics training and expectations for all employees. In response to a question of monitoring compliance or reporting improper actions fairly and equally, Elliott referred to the effectiveness of the Whistle Blower Hotline procedure; the demonstrated success of that procedure was briefly discussed.

14. **Discussion, consideration, and possible direction to staff relative to adding a "Special Announcements and Presentations" section to the agenda immediately following the Consent Agenda. Staff Resource: Debbie Barber**

On a motion by Baker, seconded by German, the Council unanimously authorized the addition of a "Special Announcements and Presentations" section to the agenda immediately following the Consent Agenda.

Barber requested that this particular item be added to the Agenda; there have been many occasions to recognize members of the community, or staff members for their accomplishments, where those individuals have had to wait for the Call to the Public. It would also apply to Proclamations that are included in the Consent Agenda and not read aloud for the public unless specifically requested. If a particular item were to be included under this heading on the Agenda, a staff report will be submitted; if not, the item would state, "No special announcements or presentations." No Ordinance amendment would be necessary in order to add this category to the Council's Agenda.

Councilor Baker requested item #15:

15. **Discussion relative to terminating the IT services with a local business and retaining an out-of-town business to provide those services for the Town. Discussion may include, but not be limited to Council's policy to support local businesses, cost, savings, benefits, procurement procedures used, etc.**

There was no action taken.

Baker said she was confused by two different memos to InSightable Services that she had read regarding that entity's services. Scannell explained that the most recent one pertained to terminating the existing maintenance agreement; the former memo outlined services that the Town would anticipate InSightable Services continuing. Mr. Scannell added that Mr. Ellington of InSightable Services has served the Town well. Scannell also reviewed the assessment recently completed on the Town's information technology status, with the result that the Town will now have a more sophisticated system in place with the new provider, which Scannell briefly described. Provisions in the State Procurement Policy allow the Town to make the change, and a significant reduction in the former overall expense is anticipated.

16. **Call to the Public for Items not on the Agenda.**

There was no public input.

17. **Advanced Approvals of Town Expenditures.** There are no advanced approvals.

There were no advanced approvals.

18. **Manager/Staff Report**

There was no Manager/staff report.

19.

Adjournment

On a motion by German, seconded by Baker, the meeting was adjourned at 9:55 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 3rd day of February 2010. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2010.

Debbie Barber, Town Clerk

4 a. 3

**MINUTES
SPECIAL SESSION
MAYOR and COMMON COUNCIL
of the
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street #106
WEDNESDAY, FEBRUARY 17, 2010 at 5:15 p.m.**

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

1. Call to Order

Mayor Burnside called the meeting to order at 5:15 p.m.

2. Roll Call

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

Also Present

Town Manager Michael Scannell, Town Engineer Ron Long, and Town Clerk Deborah Barber

On a motion by Baker, seconded by Garrison, the Council voted to go into Executive Session pursuant to ARS §38-431.03(A)(3) for discussion or consultation with the attorney for legal advice and §38-431.03(A)(4) for discussion or consultation with the attorney in order to consider Council's position regarding contracts that are the subject of negotiation, in pending or contemplated litigation, or in settlement discussions in order to avoid or resolve litigation and ARS §38-431.03(A)(7) for discussions or consultations with designated representatives of the Council in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale, or lease of real property, to discuss the following items.

The Special Session was recessed at 5:17 p.m. and reconvened at 6:15 p.m.

3. Discussion or consultation with the Town Attorney for legal advice relative to the CityNorth opinion issued by the Arizona Supreme Court.

Council took no action on this item. Mayor stated that the attorney has advised that CityNorth prohibits giving away assets and sales taxes that benefit the private sector without a proving measurable benefit to the public.

4. Discussion or consultation with staff relative to Council's position regarding negotiations for the purchase, sale or lease of real property located on Industrial Drive for use as a Public Works Yard.

Council took no action on this item. Mayor stated that we will continue with negotiations.

5. Adjournment

On a motion by German seconded by Baker, the meeting was adjourned at 6:12 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 actions of the Mayor and Common Council of the Town of Camp Verde during the Special Session of the Town Council of Camp Verde, Arizona, held on the 17th day of February 2010. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2010.

Deborah Barber, Town Clerk

H.A.4

MINUTES
SPECIAL SESSION
MAYOR and COMMON COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
WEDNESDAY, FEBRUARY 10, 2010
4:00 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 4:00 p.m.

2. Roll Call

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

Also Present: Town Manager Michael Scannell and Recording Secretary Margaret Harper; Acting Community Development Director Mike Jenkins arrived at 4:10 p.m.

3. Pledge of Allegiance

Mayor Burnside led the Pledge.

4. DISCUSSION, CONSIDERATION, AND POSSIBLE DIRECTION TO STAFF RELATIVE TO NEGOTIATIONS WITH CALIFORNIA

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

On a motion by Baker, seconded by German, the Council voted unanimously to go into Executive Session to address both Items 4 and 5.

The Special Session was recessed at 4:03 p.m. to go into Executive Session.

A brief recess was called at 4:39 p.m., at which time Recording Secretary Harper was excused from the meeting; the meeting was called back to order at 4:40 p.m.

5. Discussion of employment and consultation with the attorney for legal advice relative to the Council/Manager form of

government. Note: Council may vote to hear this matter in Executive Session pursuant to ARS §38-431.03 (A)(1) for discussion or consideration of assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body and ARS §38-431.03 (A)(3) for discussion or consultation for legal advice with the attorney.

On a motion by Baker, seconded by Garrison, the Executive Session was adjourned at 6:02 p.m.

The Special Session was called back to order at 6:03 p.m.

6. Adjournment

The meeting was adjourned at 6:04 p.m.

Bob Burnside, Mayor

Debbie Barber, Town Clerk

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Special Session of the Town Council of Camp Verde, Arizona, held on the 10th day of February 2010. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2010.

Debbie Barber, Town Clerk



TOWN OF CAMP VERDE
Agenda Action Form

Meeting Date: March 3, 2010

Meeting Type: Regular Session

Consent Agenda Regular Session

Reference Document: Presentation by John Neville, LEED Consultant followed by presentation of two contract options for the remodel of Rio Verde Plaza

Agenda Title (be exact): Presentation by John Neville, LEED* Consultant, to Architect Joel Westervelt, followed by Discussion, consideration, and possible approval to execute of one of two contract options offered by Joel Westervelt, Architect for the remodel of Rio Verde Plaza.

*(The Leadership in Energy and Environmental Design (LEED) Green Building Rating System, developed by the U.S. Green Building Council (USGBC), provides a suite of standards for environmentally sustainable construction. Individuals recognized for their knowledge of the LEED rating system are permitted to use the LEED Accredited Professional (AP) acronym after their name, indicating they have passed the accreditation exam given by the Green Building Certification Institute (a third-party organization that handles accreditation for the USGBC).

Purpose and Background Information: At the January 13, 2009, Council Work Session, on a motion by Councilwoman German, seconded by Councilwoman Baker, the Council unanimously voted directing staff to redesignate \$129,000, in line item 5400 (Public Work Yard Construction) of the Capital Improvement Fund (03-00-00), for the purpose of establishing an appropriation for the balance of FY 2009/2010 to fund the architectural and engineering work on Rio Verde Plaza.

Joel Westervelt, Architect has offered two contract options:

Option A: For the services, more specifically outlined in the contract, to provide a Design and Development Phase, Construction Documents Phase, Construction Phase and Initial Payment includes the consulting services of John Neville, LEED Consultant. The Total Basic Compensation for Option A (Green Technology) is \$86,100

Option B: For the services, more specifically outlined in the contract, to provide a Design Development Phase, Construction Documents Phase, Construction Phase and Initial Payment; Option B does *not* provide for the services of John Neville, LEED Consultant. Total Basic Compensation for Option B is \$67,850

Note Regarding Article 11.8 Compensation For Reimbursable Expenses: Mr. Westervelt has provided notations to items .1, .2, .4, .5, .6, & .7. With respects to items .3, .8, .9, .10, these are not expected and would require prior approval. The total expected reimbursable expenses at this time are \$1,350.

Recommendation: Staff recommends a motion to approve the contract that Council determines as most cost effective in the long term and is most beneficial to the Town and Council's vision for growth and enhanced efficiency of Rio Verde Plaza.

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

Proposal A

GREEN TECHNOLOGY PROPOSAL

AIA[®] Document B104[™] – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the Nineteenth day of January in the year Two Thousand Ten

(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:

(Name, address and other information)

Town of Camp Verde
Bob Burnside, Mayor
473 South Main St., Ste. 102
Camp Verde, AZ 86322

and the Architect:

(Name, address and other information)

Joel Westervelt, Architect
93 Arnold Street
Camp Verde, AZ 86322

for the following Project:

(Name, location and detailed description)

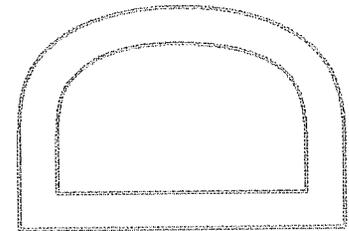
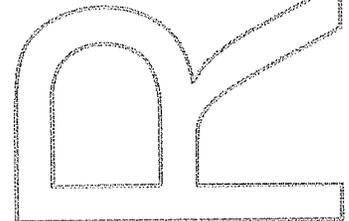
Rio Verde Plaza
497 South Main Street
Camp Verde, Arizona
Remodel of an existing 5800 s.f. building

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

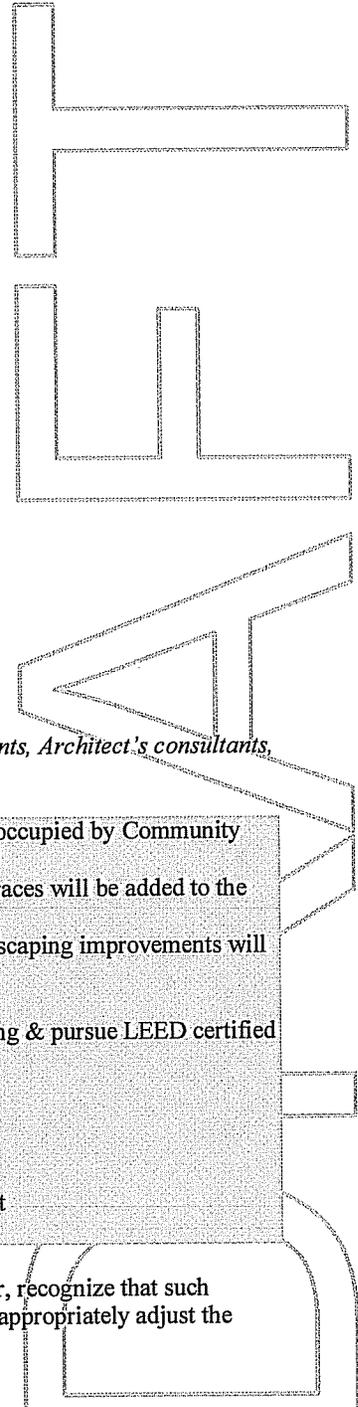
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Building program is approx. 5800 s.f. of remodeled interior office space. Space will be occupied by Community Development Services.
The building shell will remain intact with minimal structural modifications. Covered terraces will be added to the building. Design scope will be based on conceptual plan dated 9.November 2009.
Site is about an acre located on Main Street, Camp Verde, Arizona. Minimal site & landscaping improvements will be made.
Cost of the Work (construction) is approx. \$700,000.
It is the Owner's intent to incorporate 'Green Construction' technology within the building & pursue LEED certified recognition.
Owner's consultants nor contractor(s) have not yet been determined.
Architect's Consultants are:
1. Structural Engineering.....John W. Thompson, PE.
2. Mechanical, Plumbing & Electrical Engineering...Mike Willis, PE
3. Landscape Architect.....Stephen Thompson Architect
4. LEED Consultant.....John Neville, LEED-AP

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar

circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

Additional Services included in this contract are as follows:

1. As-built Building documentation
2. Coordination of the Owner's Consultants

3. Landscape Design
4. Comcheck energy calculations per the ICC: HVAC, plumbing, building envelope and electrical
5. LEED Certification, including LEED related application fees.
6. Building modeling and energy use/loss reports.

Additional Services not included are as follows:

1. Civil Engineering, Grading & Utility Design
2. Surveying: Topo, Boundary with all site features.
3. Hazardous / Mold Testing & remediation.
4. Soils Testing
5. Structural Exploratory testing if required, including Xray Concrete test.
6. Interior Design
7. Landscape Irrigation design.
8. Special Equipment design & engineering, include Active Solar System.
9. Special Inspections
10. Life cycle analysis

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services twelve (12) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation shall be a stipulated sum of Eighty Six Thousand and One Hundred Dollars (\$86,100).

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Additional Services included in Section 4.1 shall be compensated as part of the fee enumerated in Section 11.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation for services rendered by Principals and employees shall be based upon the hourly billing rates enumerated below or fixed sum as negotiated.

- Architect - \$140 / hr.
- Draftsman - \$75 / hr.
- Engineer (Structural, Mechanical, Plumbing or Electrical) - \$125 / hr.
- LEED Consultant - \$75 / hr.
- Construction Administration - \$65 / hr.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase	\$34,440	percent (	40	%)
Construction Documents Phase	\$38,745	percent (	45	%)
Construction Phase	\$4305	percent (	5	%)
Initial Payment	\$8610	percent (	10	%)
Total Basic Compensation	\$86,100	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Compensation for services rendered by Principals and employees shall be based upon the hourly billing rates enumerated below or fixed sum as negotiated.

Employee or Category	Rate
Architect	\$140 – hr.
Draftsman	\$75 – hr.
Engineer (Structural, Mechanical, Plumbing or Electrical)	\$125 – hr.
LEED Consultant -	\$75 / hr.
Construction Administration	\$65 – hr.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence; (none anticipated)
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets; **NONE ANTICIPATED**
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents; **ESTIMATED AT \$1200.**
- .5 Postage, handling and delivery; **ESTIMATED AT \$150**
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner; **NONE ANTICIPATED**
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner; **NONE ANTICIPATED**
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Site office expenses; and
- .10 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus **fifteen percent (15%)** of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Ten Percent (10%) of Compensation for Basic Services (Article 11.1) or Eight Thousand Six Hundred Ten Dollars (\$8610).

§ 11.10 PAYMENTS TO THE ARCHITECT

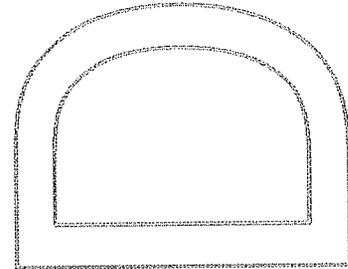
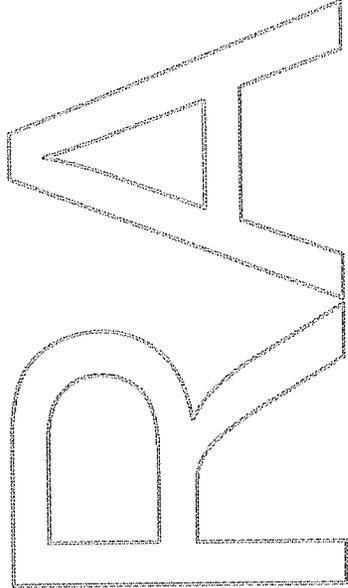
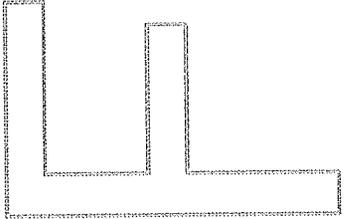
§ 11.10.1 An initial payment of **Eight Thousand Six Hundred and Ten Dollars (\$ 8610)** shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

18% per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.



ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§12.1 INDEMNIFICATION

.1 To the fullest extent permitted by law, Architect shall defend, indemnify, and hold harmless Owner and its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expense, including but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omission or mistakes relating to the performance of the Contract Documents. Architect's duty to defend, indemnify and hold harmless Owner, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damages, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, caused by any negligent acts, errors, omission or mistakes Architect may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be constructed as limiting the scope of the indemnity in this paragraph.

.2 Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, Architect shall defend, indemnify and hold harmless Owner and its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from Architect's work or services. Architect's duty to defend, indemnify and hold harmless, Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of Architect, anyone Architect directly or indirectly employs or anyone for whose acts Architect may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including Owner.

.3 The scope of this indemnification does not extend to the sole negligence of Owner.

.4 Obligations under this Section 12.1- shall survive termination of this Agreement.

§12.2 INSURANCE REQUIREMENTS

.1 General Requirements

a. Architect, at Architect's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of *at least A*. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of Owner. The form of any insurance policies and forms must be acceptable to Owner.

b. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of Owner, constitute a material breach of this Contract.

c. Architect's insurance shall be primary insurance as respects Owner, and any insurance or self-insurance maintained by Owner shall not contribute to it.

d. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect Owner.

e. The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided by Owner under such policies. Architect shall be solely responsible for the deductible and/or self-insured retention and Owner, at its option, may require Architect to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

f. Owner reserves the right to review any or all of the herein required insurance policies and/or endorsements. Owner shall not be obligated, however, to review such policies and/or endorsements or to advise Architect of any deficiencies in such policies and endorsements, and such review shall not relieve Architect from, or be deemed a waiver of District's right to insist on strict fulfillment of Architect's obligations under this Contract.

g. The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the Owner and its agents, representatives, officers, directors, officials and employees as Additional Insureds.

h. The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the Owner and its agents, representatives, officers, directors, officials and employees for any claims arising out of Architect's work or service.

.2 Commercial General Liability

a. Architect shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$500,000 for each occurrence with a \$500,000 Products/Completed Operations Aggregate and a \$500,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

b. The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

c. The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for Architect's operations and products.

.3 Professional Liability

The Architect retained by the Owner to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the Architect, or any person employed by the Architect, with a limit of not less than \$1,000,000 each claim and a \$2,000,000 aggregate limit

CERTIFICATES OF INSURANCE

.1 Prior to commencing work or services under this Contract, Architect shall furnish Owner with Certificates of Insurance in a form acceptable to the Owner, or formal endorsements as required by the Contract. As evidence that policies providing the required coverages, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

.2 In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Architect's work or services and as evidenced by annual Certificates of Insurance.

.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to Owner fifteen (15) days prior to the expiration date.

CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to Owner.

§12.3 ADDITIONAL TERMINATION CLAUSE

This Agreement is subject to termination under ARS Section 38-511."

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:
(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Bob Burnside, Mayor of the Town of Camp Verde

(Printed name and title)

(Signature)

Joel Westervelt, Architect

(Printed name and title)

APPROVED AS TO FORM

(Signature)

Attorney for the Town of Camp Verde

(Printed name and title)

Proposal B

AIA[®] Document B104[™] – 2007

Standard Form of Agreement Between Owner and Architect for a Project of Limited Scope

AGREEMENT made as of the Nineteenth day of January in the year Two Thousand Ten
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)

Town of Camp Verde
Bob Burnside, Mayor
473 South Main St., Ste. 102
Camp Verde, AZ 86322

and the Architect:
(Name, address and other information)

Joel Westervelt, Architect
93 Arnold Street
Camp Verde, AZ 86322

for the following Project:
(Name, location and detailed description)

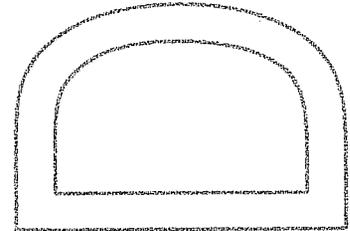
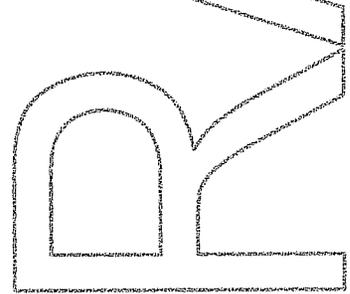
Rio Verde Plaza
497 South Main Street
Camp Verde, Arizona
Remodel of an existing 5800 s.f. building

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

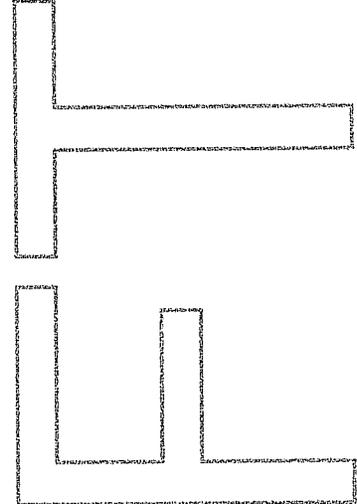
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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- 11 COMPENSATION
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- 13 SCOPE OF THE AGREEMENT

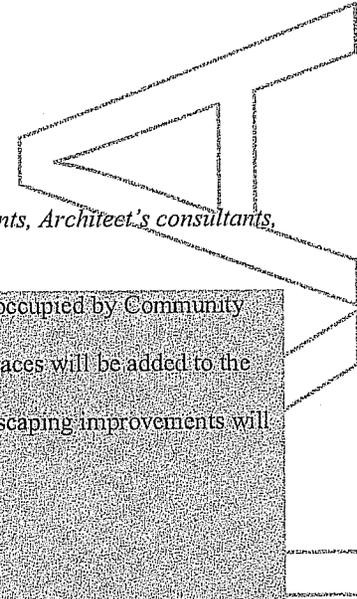


ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:
(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Building program is approx. 5800 s.f. of remodeled interior office space. Space will be occupied by Community Development Services.
 The building shell will remain intact with minimal structural modifications. Covered terraces will be added to the building. Design scope will be based on conceptual plan dated 9 November 2009.
 Site is about an acre located on Main Street, Camp Verde, Arizona. Minimal site & landscaping improvements will be made.
 Cost of the Work (construction) is approx. \$575,000.
 Owner's consultants nor contractor(s) have not yet been determined.
 Architect's Consultants are:

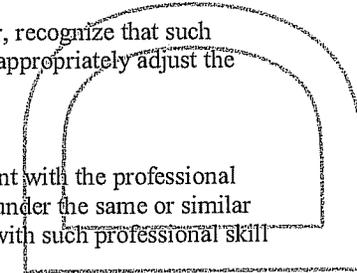
1. Structural Engineering	John W. Thompson, PE
2. Mechanical, Plumbing & Electrical Engineering	Mike Willis, PE
3. Landscape Architect	Stephen Thompson Architect



§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.



ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

§ 3.1.1 The Architect shall be entitled to rely on (1) the accuracy and completeness of the information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner a preliminary estimate of the Cost of the Work.

§ 3.2.5 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.6 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.3.3 The Architect shall update the estimate for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.5 The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in awarding and preparing contracts for construction.

§ 3.4 CONSTRUCTION PHASE SERVICES

§ 3.4.1 GENERAL

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A107™–2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. If the Owner and Contractor modify AIA Document A107–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 EVALUATIONS OF THE WORK

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.1, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from

Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 SUBMITTALS

§ 3.4.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 CHANGES IN THE WORK

The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.2.2, the Architect shall prepare Change Orders and Construction-Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 PROJECT COMPLETION

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services are not included in Basic Services but may be required for the Project. Such Additional Services may include programming, budget analysis, financial feasibility studies, site analysis and selection, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, coordination of construction or project managers, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.1, value analysis, quantity surveys, interior architectural design, planning of tenant or rental spaces, inventories of materials or equipment, preparation of record drawings, commissioning, environmentally responsible design beyond Basic Services, LEED® Certification, fast-track design services, and any other services not otherwise included in this Agreement.

(Insert a description of each Additional Service the Architect shall provide, if not further described in an exhibit attached to this document.)

Additional Services included in this contract are as follows:

1. As-built Building documentation
2. Coordination of the Owner's Consultants
3. Landscape Design
4. Comcheck energy calculations per the ICC, HVAC, plumbing, building envelope and electrical

Additional Services not included are as follows:

1. Civil Engineering, Grading & Utility Design
2. Surveying, Topo, Boundary with all site features
3. Hazardous / Mold Testing & remediation
4. Soils Testing
5. Structural Exploratory testing if required, including Xray Concrete test
6. LEED Certification
7. Interior Design
8. Landscape Irrigation design
9. Special Equipment design & engineering, include Active Solar System
10. Building modeling and energy use/loss reports
11. Special Inspections
12. Life cycle analysis

§ 4.2 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect has included in Basic Services twelve (12) site visits over the duration of the Project during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.2 The Architect shall review and evaluate Contractor's proposals, and if necessary, prepare Drawings, Specifications and other documentation and data, and provide any other services made necessary by Change Orders and Construction Change Directives prepared by the Architect as an Additional Service.

§ 4.2.3 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site, and services of geotechnical engineers or other consultants when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the program and scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the bidding has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The

Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A107™-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*



§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A107-2007, Standard Form of Agreement Between Owner and Contractor for a Project of Limited Scope.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services as described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Compensation shall be a stipulated sum of Sixty Seven Thousand Eight Hundred and Fifty Dollars (\$67,850)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Additional Services included in Section 4.1 shall be compensated as part of the fee enumerated in Section 11.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

Compensation for services rendered by Principals and employees shall be based upon the hourly billing rates enumerated below or fixed sum as negotiated:

- Architect - \$140 / hr
- Draftsman - \$75 / hr
- Engineer (Structural, Mechanical, Plumbing or Electrical) - \$125 / hr
- Construction Administration - \$65 / hr

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Development Phase	\$27,140	percent (	40	%)
Construction Documents Phase	\$30,532	percent (	45	%)
Construction Phase	\$3393	percent (	5	%)
Initial Payment	\$6785	percent (	10	%)
Total Basic Compensation	\$67,850	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Compensation for services rendered by Principals and employees shall be based upon the hourly billing rates enumerated below or fixed sum as negotiated.

Employee or Category

Rate

Architect	\$140 – hr.
Draftsman	\$75 – hr.
Engineer (Structural, Mechanical, Plumbing or Electrical)	\$125 – hr.
Construction Administration	\$65 – hr.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence; (NONE ANTICIPATED)
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets; (NONE ANTICIPATED)
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents; ESTIMATED AT \$1200
- .5 Postage, handling and delivery; ESTIMATED AT \$150
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner; (NONE ANTICIPATED)
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner; (NONE ANTICIPATED)
- .8 All taxes levied on professional services and on reimbursable expenses;
- .9 Site office expenses; and
- .10 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Ten Percent (10%) of Compensation for Basic Services (Article 11.1) or Six Thousand Seven Hundred and Eighty Five Dollars (\$6785).

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Six Thousand Seven Hundred and Eighty Five Dollars (\$ 6785) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

18% per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to off set sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute-resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§12.1 INDEMNIFICATION

1. To the fullest extent permitted by law, Architect shall defend, indemnify, and hold harmless Owner and its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expense, including but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omission or mistakes relating to the performance of the Contract Documents. Architect's duty to defend, indemnify and hold harmless Owner, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damages, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, caused by any negligent acts, errors, omission or mistakes Architect may be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be constructed as limiting the scope of the indemnity in this paragraph.

2. Abrogation of Arizona Revised Statutes Section 34-226
In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, Architect shall defend, indemnify and hold harmless Owner and its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from Architect's work or services. Architect's duty to defend, indemnify and hold harmless, Owner, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of Architect, anyone Architect directly or indirectly employs or anyone for whose acts Architect may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including Owner.

3. The scope of this indemnification does not extend to the sole negligence of Owner.

4. Obligations under this Section 12.1 shall survive termination of this Agreement.

§12.2 INSURANCE REQUIREMENTS

.1 General Requirements

a. Architect, at Architect's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of at least A. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of Owner. The form of any insurance policies and forms must be acceptable to Owner.

b. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of Owner, constitute a material breach of this Contract.

c. Architect's insurance shall be primary insurance as respects Owner, and any insurance or self-insurance maintained by Owner shall not contribute to it.

d. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect Owner.

e. The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided by Owner under such policies. Architect shall be solely responsible for the deductible and/or self-insured retention and Owner, at its option, may require Architect to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

f. Owner reserves the right to review any or all of the herein required insurance policies and/or endorsements. Owner shall not be obligated, however, to review such policies and/or endorsements or to advise Architect of any deficiencies in such policies and endorsements, and such review shall not relieve Architect from, or be deemed a waiver of District's right to insist on strict fulfillment of Architect's obligations under this Contract.

g. The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name the Owner and its agents, representatives, officers, directors, officials and employees as Additional Insureds.

h. The policies required hereunder, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer of rights of recovery (subrogation) against the Owner and its agents, representatives, officers, directors, officials and employees for any claims arising out of Architect's work or service.

.2 Commercial General Liability

a. Architect shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$500,000 for each occurrence with a \$500,000 Products/Completed Operations Aggregate and a \$500,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will at least as broad as Insurance Service Office, Inc. Policy Form CG-00-01-10-93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

b. The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

c. The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG-20-10-10-01, and shall include coverage for Architect's operations and products.

5 Professional Liability

The Architect retained by the Owner to provide the work or service required by this Contract shall maintain Professional Liability insurance covering negligent acts, errors, or omissions arising out of the work or services performed by the Architect, or any person employed by the Architect, with a limit of not less than \$1,000,000 each claim and a \$2,000,000 aggregate limit.

CERTIFICATES OF INSURANCE

1. Prior to commencing work or services under this Contract, Architect shall furnish Owner with Certificates of Insurance in a form acceptable to the Owner, or formal endorsements as required by the Contract. As evidence that policies providing the required coverages, conditions, and limits required by this contract are in full force and effect. Such certificates shall identify this contract number and title.

2. In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Architect's work or services and as evidenced by annual Certificates of Insurance.

3. If a policy does expire during the life of the Contract, a renewal certificate must be sent to Owner fifteen (15) days prior to the expiration date.

CANCELLATION AND EXPIRATION NOTICE

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to Owner.

§12.3 ADDITIONAL TERMINATION CLAUSE

This Agreement is subject to termination under ARS Section 38-511."

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement incorporates the following documents listed below:

(List other documents, if any, including additional scopes of service and AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, forming part of the Agreement.)

N/A

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Bob Burnside, Mayor of the Town of Camp Verde

(Printed name and title)

(Signature)

Joel Westervelt, Architect

(Printed name and title)

APPROVED AS TO FORM

(Signature)

Attorney for the Town of Camp Verde

(Printed name and title)

#9



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: March 3, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Subject: IGA/Resolution relative to Fort Verde State Historic Park

Agenda Title: DISCUSSION, CONSIDERATION AND POSSIBLE APPROVAL OF:

- 1) RESOLUTION 2010-806, A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING AND ADOPTING THE INTERGOVERNMENTAL AGREEMENT ("IGA") BETWEEN THE TOWN OF CAMP VERDE ("TOWN") AND THE ARIZONA STATE PARKS BOARD ("BOARD") ALLOWING THE TOWN TO PROVIDE FUNDING OF \$105,000 FOR FORT VERDE STATE HISTORIC PARK ("PARK") IN ORDER SUPPORT THE OPERATIONS OF THE PARK FROM MARCH 30, 2010 TO MARCH 29, 2011; AND
- 2) APPROVAL OF THE BUDGET RE-APPROPRIATION OF \$26,250 FROM THE CONTINGENCY FUND (01-20-00-9999) TO THE ARIZONA STATE PARKS – FORT VERDE LINE ITEM (01-20-17-7810) TO FUND THE OPERATIONS THROUGH JUNE 30, 2010.

Purpose and Background Information:

Your council has previously approved an IGA and amendments to the IGA to support the staffing and operations of Fort Verde State Historic Park. In January 2010, the Governing Board of the Arizona State Parks Department was forced to implement a number of decisions, which when made operational, would have the impact of essentially shutting down a large portion of the State's Park system. The decisions impacted Fort Verde State Historic Park in that it was slated for closure on March 29, 2010.

Since learning of the fate of Fort Verde Historic State Park, your Council moved on February 17, 2009, to authorize the Town Manager to pursue a funding option in the amount of \$107,000 (however, the BOARD is only is requesting/accepting \$105,000 per the IGA). In addition, Council directed the Town Manager to enter into negotiations with the Arizona State Parks Board relative to the execution of an Intergovernmental Agreement that will address the Town of Camp Verde tendering to the State of Arizona funding so as to maintain the operational viability of Fort Verde State Historic Park; the term of the Agreement will run from March 30, 2010 to March 29, 2011.

The results of staff's negotiations with Arizona State Parks Board to maintain the operational status of Fort Verde State Historic Park is being advanced to you in the form of the attached IGA and resolution.

In the attached IGA and resolution you are being asked to shoulder a financial burden of \$105,000. The Town will appropriate a gross expense of \$105,000 from March 30, 2010 to March 29, 2011 with a supplemental funding from Yavapai County for \$30,000 resulting in a net appropriation from the Town for \$75,000. This is being done in order to partner with the State Parks Department which, when implemented, will ensure the operational status of Fort Verde Historic State Park through March 29, 2011.

Recommendation: Move to Approve:

1) RESOLUTION 2010-806, A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING AND ADOPTING THE INTERGOVERNMENTAL AGREEMENT ("IGA") BETWEEN THE TOWN OF CAMP VERDE ("TOWN") AND THE ARIZONA STATE PARKS BOARD ("BOARD") ALLOWING THE TOWN TO PROVIDE FUNDING OF \$105,000 FOR FORT VERDE STATE HISTORIC PARK ("PARK") IN ORDER SUPPORT THE OPERATIONS OF THE PARK FROM MARCH 30, 2010 TO MARCH 29, 2011; AND

2) APPROVAL OF THE BUDGET RE-APPROPRIATION OF \$26,250 FROM THE CONTINGENCY FUND (01-20-00-9999) TO THE ARIZONA STATE PARKS – FORT VERDE LINE ITEM (01-20-17-7810) TO FUND THE OPERATIONS THROUGH JUNE 30, 2010.

Finance Review: Budgeted Unbudgeted N/A
Finance Director Comments:

Although, this is an unbudgeted item, if Council approves the \$105,000 (as per the IGA) the funding would be appropriated from the contingency fund as follows:

Current fiscal year until June 30, 2010 = \$26,250 ($\$105,000/12 \times 3$)

An amount of \$78,250 ($\$105,000 - \$26,250$) will need to be budgeted in fiscal year 2010/11 for the operations of the park until March 29, 2011.

Attorney Review: Yes No N/A
Attorney Comments: N/A

Submitting Department: Town Manager
Action Report prepared by: C. Brown

Contact Person: Michael K. Scannell
ms by ejs

TOWN OF CAMP VERDE



Resolution 2010-806

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING AND ADOPTING THE INTERGOVERNMENTAL AGREEMENT (“IGA”) BETWEEN THE TOWN OF CAMP VERDE (“TOWN”) AND THE ARIZONA STATE PARKS BOARD (“BOARD”) ALLOWING THE TOWN TO PROVIDE:

- 1) FUNDING OF \$105,000 FOR FORT VERDE STATE HISTORIC PARK (“PARK”) IN ORDER SUPPORT THE OPERATIONS OF THE PARK FROM MARCH 30, 2010 TO MARCH 29, 2011; AND**
- 2) APPROVAL OF THE BUDGET RE-APPROPRIATION OF \$26,250 FROM THE CONTINGENCY FUND (01-20-00-9999) TO THE ARIZONA STATE PARKS – FORT VERDE LINE ITEM (01-20-17-7810) TO FUND THE OPERATIONS THROUGH JUNE 30, 2010.**

WHEREAS, Fort Verde State Historic Park (PARK), shown in Exhibit “A”, is owned and operated by the BOARD; and

WHEREAS, the BOARD is the owner of, and has the authority to manage the PARK, and additionally has the responsibility pursuant to A.R.S. § 41-511.04 (A)(l) and (7) including the acquisition, planning, administration, management and development of state historic sites and a historic preservation program; and

WHEREAS, the TOWN and the BOARD recognize the importance of keeping the PARK open to the public at this time, and further recognize that the current budget deficits of the State of Arizona make it difficult for the BOARD to commit adequate funds to operate the PARK. The TOWN is willing to donate monies to augment the operation and to take on maintenance responsibility of the PARK for a period of time or until the BOARD improves its resource position to fund the PARK; and

WHEREAS, the Town will appropriate a gross expense of \$105,000 from March 30, 2010 to March 29, 2011 with a supplemental funding from Yavapai County for \$30,000 resulting in a net appropriation from the Town for \$75,000.

Resolution 2010-806

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE RESOLVE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT AS FOLLOWS:

- A. Donate \$62,000 (\$5,167 monthly) to offset the cost of a Park Manager I to work at the PARK, and also donate \$43,000 (\$3,583 monthly) for routine maintenance and operation of the PARK.
- B. Provide, through the Camp Verde Historical Society, a sufficient number of volunteers to supplement PARK staff to operate the PARK safely and efficiently.
- C. Keep the PARK free from any liens arising out of any work performed, materials furnished or obligations incurred by the TOWN.
- D. By signing below, the signer certifies the authority to enter into this IGA and has read the foregoing and agrees to accept the provisions herein.
- E. This IGA is entered into and is effective as of March 30, 2010 and shall continue until March 29, 2011, unless earlier cancelled or terminated. This IGA may be extended for two additional one-year periods, upon 60-calendar days written advance notice by either party, prior to expiration, and the written agreement of the parties.

PASSED AND APPROVED by the Mayor and Common Council of the Town of Camp Verde, Arizona, this 3rd day of March, 2010 by a vote of ___ ayes and ___ nay.

Bob Burnside, Mayor

Date

ATTEST:

Deborah Barber, Town Clerk

APPROVED AS TO FORM:

Bill Sims, Town Attorney

Resolution 2010-806



INTERGOVERNMENTAL AGREEMENT

Between

Arizona State Parks Board
and

Town of Camp Verde

ASP IGA Ref No. PR10-XXX – DRAFT V4a

COY Ref No. DRAFT

RE: FVSHP IGA - DRAFT

Page 1 of 8

Issued: February 23, 2010

THIS INTERGOVERNMENTAL AGREEMENT (IGA) is made between the TOWN OF CAMP VERDE (the "TOWN"), a municipal corporation of the State of Arizona acting pursuant to its powers enumerated in A.R.S. § 9-494 and the ARIZONA STATE PARKS BOARD ("the "BOARD"), an agency of the State of Arizona acting pursuant to its powers enumerated in A.R.S. § 41-511.04 (A)(6).

RECITALS:

WHEREAS, Fort Verde State Historic Park (PARK), shown in Exhibit "A", is owned and operated by the BOARD, and,

WHEREAS, the BOARD is the owner of, and has the authority to manage the PARK, and additionally has the responsibility pursuant to A.R.S. § 41-511.04 (A)(l) and (7) including the acquisition, planning, administration, management and development of state historic sites and a historic preservation program; and

WHEREAS, the TOWN and the BOARD recognize the importance of keeping the PARK open to the public at this time, and further recognize that the current budget deficits of the State of Arizona make it difficult for the BOARD to commit adequate funds to operate the PARK. The TOWN is willing to donate monies to augment the operation and to take on maintenance responsibility of the PARK for a period of time or until the BOARD improves its resource position to fund the PARK,

NOW, THEREFORE, the parties agree as follows:

Section 1. Purpose:

This IGA is created to permit the BOARD to accept donation of monies and other support from the TOWN to be used to augment the operation of Fort Verde State Historic Park (the "PARK").

Section 2. Term, Default, Termination, Disposal of Property:

- A. **Term:** This IGA is entered into and is effective as of March 30, 2010 and shall continue until March 29, 2011, unless earlier cancelled or terminated. This IGA may be extended for two additional one-year periods, upon 60-calendar days written advance notice by either party, prior to expiration, and the written agreement of the parties.
- B. **Default:** In the event that either party hereto is in default of its obligations hereunder, and such default shall continue un-remedied for a period of 30-calendar days after written notice thereof, the other party hereto (in addition to any other remedies existing at law or in equity) may elect, upon not less than sixty 60-calendar days prior written notice, to terminate this IGA.
- C. **Termination:** This IGA may be terminated by either party upon 90 days written notice to the other party of its intention to terminate. Neither party shall incur new obligations under this IGA once notice of termination has been provided.
- D. **Disposal of Property:**
 - 1. In the event of termination or expiration, any advanced funds not expended shall be returned to the advancing agency. All data, information, and any other work production already complete or uncompleted under the terms of this IGA for the advancing agency shall be returned within 90-calendar days from receipt of notice to terminate.
 - 2. All equipment purchased for the operation of the PARK with funds designated under



INTERGOVERNMENTAL AGREEMENT

Between

Arizona State Parks Board
and

Town of Camp Verde

ASP IGA Ref No. PR10-XXX – DRAFT V4a

COY Ref No. DRAFT

RE: FVSHP IGA - DRAFT

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Issued: February 23, 2010

this IGA shall become the property of the BOARD upon the expiration or termination of this Agreement.

Section 3. The Board Shall:

- A. Operations. Operate the PARK and be open to the public five days a week, Thursday thru Monday during the duration of this IGA.
- B. Maintenance. Maintain and repair the PARK to the best of its ability. Maintenance is defined as, "those activities necessary to keep a facility in good working order and professional in appearance."
- C. Donations. Accept a donation of \$62,000 (\$5,167 monthly) to offset the cost of a Park Manager I to work at the PARK. Also accept \$43,000 (\$3,583 monthly) for operation and routine maintenance of the PARK.
- D. Staffing. Provide one Park Manager 1 and two part-time Ranger Specialists to work at the PARK. Continue to use two part-time Senior Community Service Employment Program workers, funded through a contract with Northern Arizona Council Of Governments, to operate the PARK.
- E. Funds for Capital Improvements. If funds are available, contribute up to \$35,000 for capital improvement projects on the PARK.
- F. Other Donations. At their discretion, accept other available funds or donations for the operation of the PARK.
- G. Volunteer Training. BOARD staff shall conduct training programs for volunteers covering topics in Sections 8A and 8B below.

Section 4. The TOWN Shall:

- A. Donate \$62,000 (\$5,167 monthly) to offset the cost of a Park Manager I to work at the PARK, and also donate \$43,000 (\$3,583 monthly) for routine maintenance and operation of the PARK.
- B. Provide, through the Camp Verde Historical Society, a sufficient number of volunteers to supplement PARK staff to operate the PARK safely and efficiently.
- C. Keep the PARK free from any liens arising out of any work performed, materials furnished or obligations incurred by the TOWN.

Section 5. Financial: The parties understand and agree that this IGA shall be deemed executory to the extent of monies appropriated and made available to the parties and no liability shall be incurred by either party beyond the monies available.

Section 6. Capital Improvements: The TOWN and BOARD recognize that the some of the facilities in the PARK are in need of repair and replacement. The TOWN and BOARD shall agree upon a list of capital needs at the time of the signing of this Agreement to be attached as Exhibit B. Exhibit B may be later amended by the written agreement of the parties to include new projects.



INTERGOVERNMENTAL AGREEMENT

Between

Arizona State Parks Board
and

Town of Camp Verde

ASP IGA Ref No. PR10-XXX – DRAFT V4a

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RE: FVSHP IGA - DRAFT

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Issued: February 23, 2010

A. BOARD Coordination/Cooperation in Capital Improvement Projects:

1. All capital project development activity on the PARK shall be contracted and procured by the BOARD in conformance with the BOARD's procedures.
2. Prior to beginning any significant construction on the PARK, the BOARD will coordinate with the TOWN to determine if the TOWN can provide assistance for the project.
3. Previous Historic Structures Reports, Building Conditions Assessments or Historic Building Preservation Plans completed for the BOARD or the State Historic Preservation Office will be used as a basis for repairs, improvements or capital improvement projects.

B. BOARD Funding for Capital Projects.

1. Provided funds are available for projects listed on Exhibit B, the BOARD will provide up to \$35,000 for those projects during the term of this agreement.

Section 7. Volunteer Park Staff, Competencies and Training

A. Any volunteers working in the PARK on a regular basis will be designated as Arizona State Parks volunteers, and as such will:

1. Attend any orientation and training deemed appropriate by the BOARD, and presented or approved by the BOARD.
2. Wear Arizona State Parks volunteer uniform items while on duty.
3. Review and sign all appropriate Volunteer paperwork.
4. Perform work approved by the BOARD.
5. Be held to the performance standards of all Arizona State Park Volunteers as outlined in the Volunteer Code of Conduct.
6. Be supervised daily by staff assigned to the PARK, in conjunction with support from the BOARD.
7. Be covered by the State of Arizona's secondary emergency medical insurance policy.

B. Any volunteers working in the PARK on a project or event basis will:

1. Attend any orientation and training deemed appropriate by the BOARD, and presented or approved by the BOARD.
2. Perform work approved by the BOARD and delineated under the Group Volunteer Agreement and register on the Group Volunteer Log or perform work under the Reenactors Guidelines and register on the Reenactors Agreement.
3. Be held to the performance standards of all Arizona State Park Volunteers as outlined in the Volunteer Code of Conduct.
4. Be covered by the State of Arizona's secondary emergency medical insurance policy.

C. Examples of Volunteer Park staff duties include:



INTERGOVERNMENTAL AGREEMENT

Between

Arizona State Parks Board
and

Town of Camp Verde

ASP IGA Ref No. PR10-XXX – DRAFT V4a

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Issued: February 23, 2010

1. Inspecting grounds, equipment, buildings and museum facilities for necessary repairs, security and safety problems or hazards, as well as performing general maintenance.
2. Serving as an interpretive guide and providing information and programs to the visiting public.

Section 8. Notices:

Any notice, demand or request required or authorized by this IGA to be given or made to or upon the parties to this IGA shall be deemed properly given or made if delivered to or by certified return receipt mail or by recognized overnight courier or facsimile transmission, effective upon electronic transmission confirmation or electronic mail to the following:

1. Town of Camp Verde/Town Manager, 473 S. Main Street, Suite 102, Camp Verde, Arizona 86322,
Fax: (928) 567-8291, Email: cjbrown@cvaz.org
2. Arizona State Parks/Executive Director, 1300 W. Washington, Phoenix, Arizona 85007,
Fax: (602) 542-4188, Email: rbahl@azstateparks.gov

The designation of the person to or upon whom any notice, demand or request is to be given or made or the address of such person may be changed at any time by notice given in the same manner as provided in this section for other notices.

Section 9. General Terms and Conditions:

- A. Amendment: This IGA may be amended only in writing by the parties hereto. Amendments must be approved with the same formality as was this IGA.
- B. Prohibition of Discrimination: Neither party shall prohibit or restrict either directly or indirectly, or permit its employees, agents or contractors to prohibit or restrict, the use of any part of the land or facilities by any person because of such person's age, race, creed, color, sex, handicap or national origin.
- C. Illegal Immigration: The parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors", the provisions of which are hereby incorporated by reference.
- D. No Partnership or Joint Venture: Nothing contained in this IGA shall be deemed or construed to create a partnership or joint venture between either party, and neither party shall be responsible in any way for the activities, debts, contracts, obligations or acts, negligent or otherwise, of the other, it being expressly agreed that this IGA is an agreement between two independent parties in which the identity of each party is maintained as it was prior to this IGA.
- E. Prohibition of Assignment: The respective rights under this IGA may not be assigned without the prior written consent of the parties hereto and any purported assignment without such consent shall be void and of no effect.
- F. Arizona Law: This IGA shall be governed by and construed in accordance with the laws of the State of Arizona.
- G. Records: Pursuant to A.R.S. § 35-214, all books, accounts, reports, files and other records relating to this IGA shall be subject at all reasonable times to inspection by the State of Arizona for five years after the completion of this IGA. Such records shall be reproduced as designated by the State of Arizona.



INTERGOVERNMENTAL AGREEMENT

Between

Arizona State Parks Board
and

Town of Camp Verde

ASP IGA Ref No. PR10-XXX – DRAFT V4a

COY Ref No. DRAFT

RE: FVSHP IGA - DRAFT

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Issued: February 23, 2010

- H. Arbitration: The parties agree to use arbitration to resolve disputes arising out of this IGA to the extent required by A.R.S. § 12-1518.
- I. Governor's Cancellation: All parties are put on notice that this IGA is subject to cancellation pursuant to A.R.S. § 38-511.
- J. Indemnification: 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 expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, BOARD, is self insured per A.R.S. § 41-621.
- K. Default: In the event that either party hereto is in default of its obligations hereunder, and such default shall continue un-remedied for a period of 30-calendar days after written notice thereof, the other party hereto (in addition to any other remedies existing at law or in equity) may elect, upon not less than sixty 60-calendar days prior written notice, to terminate this IGA.



INTERGOVERNMENTAL AGREEMENT

Between

Arizona State Parks Board
and

Town of Camp Verde

ASP IGA Ref No. PR10-XXX – DRAFT V4a

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RE: FVSHIP IGA - DRAFT

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Issued: February 23, 2010

Section 10. Intergovernmental Agreement Requirements. Attached is the authenticated copy of the TOWN's action authorizing participation to enter into this IGA.

Section 11. Intergovernmental Agreement Signature Authority:

- A. By signing below, the signer certifies the authority to enter into this IGA and has read the foregoing and agrees to accept the provisions herein.
- B. This IGA may be executed in two or more counterparts each of which shall be deemed an original and all of which together shall constitute one instrument.

RESERVED FOR ARIZONA STATE PARKS

RESERVED FOR TOWN OF CAMP VERDE

Signature _____ Date _____
Renée E. Bahl, Executive Director

Signature _____ Date _____
Bob Burnside, Mayor

Typed Name and Title
Arizona State Parks Board

Typed Name and Title
Town of Camp Verde

Entity Name
1300 W. Washington

Entity Name
473 S. Main Street, Suite 102

Address
Phoenix, AZ 85007

Address
Camp Verde, AZ 86322

City State Zip

City State Zip

RESERVED FOR THE ATTORNEY GENERAL

RESERVED FOR THE TOWN OF CAMP VERDE ATTORNEY

Attorney General No. KR10 _____-LNR-PAR,
which is an Agreement between public agencies, has been reviewed pursuant to
A.R.S. 11-952 by the undersigned Assistant Attorney General who has
determined that it is in proper form and is within the powers and authority
granted under the laws of the State of Arizona to those parties to the Agreement
represented by the Attorney General this

I have reviewed the Intergovernmental Agreement between Arizona State
Parks Board and the Town of Camp Verde and declare this agreement to
be in proper form and within the powers of authority granted to the Town
under the laws of the State of Arizona this

_____ day of _____, 2010

_____ day of _____, 2010

TERRY GODDARD
The Attorney General

Assistant Attorney General Signature _____ Date _____

Town Attorney Signature _____ Date _____

RESERVED FOR THE TOWN CLERK

I, _____, Clerk of the Town of Camp
Verde, do hereby certify that the foregoing and attached
Intergovernmental Agreement between the Arizona State Parks Board and
the Town of Camp Verde, was passed and adopted by the Town Council
of the Town of Camp Verde, at the regular meeting held this _____ day of
_____, 2010.

ATTEST

_____ TOWN Clerk Signature _____ Date _____



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Camp Verde

ASP IGA Ref No. PR10-xxx Draft V4

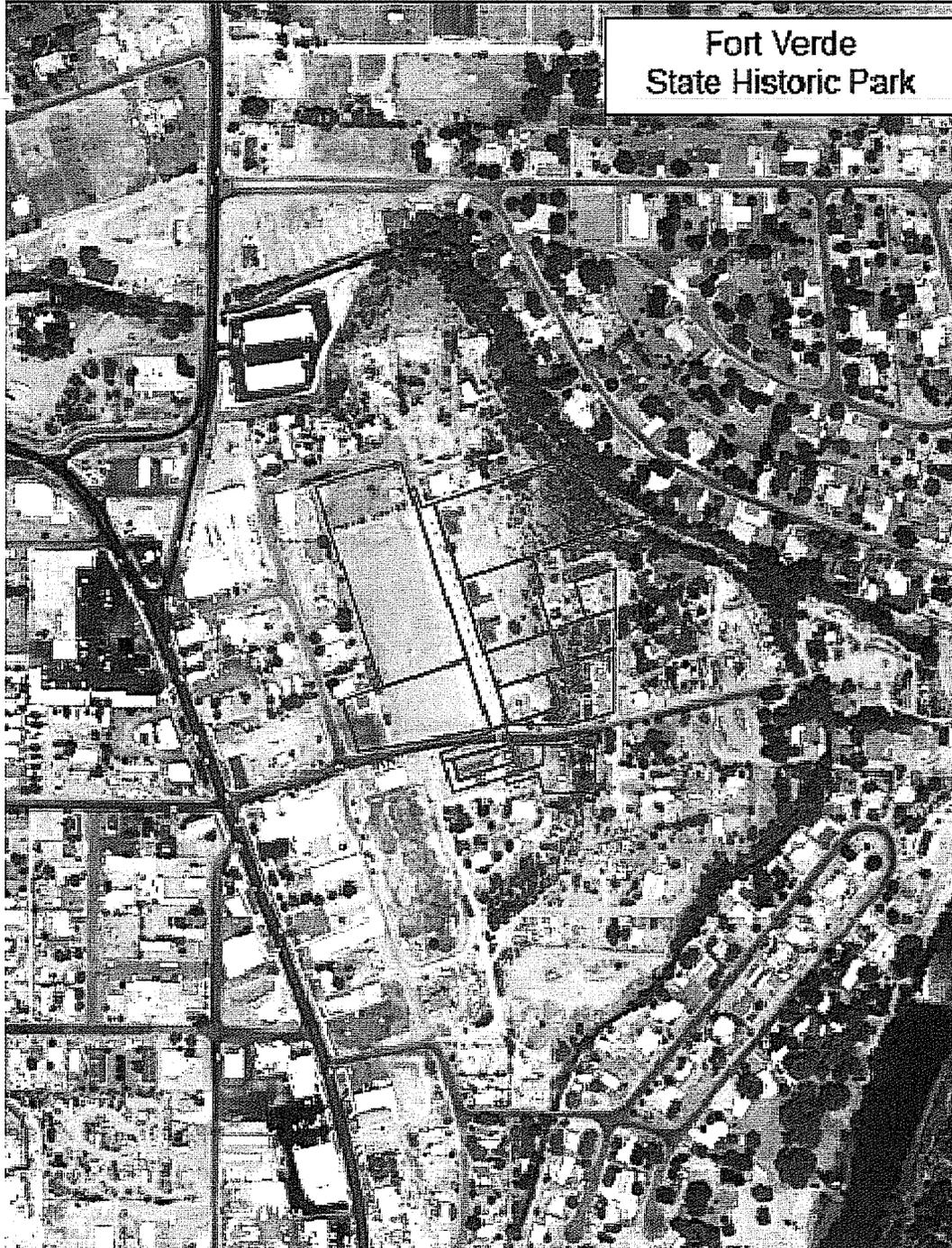
COY Ref No. DRAFT

RE: YTPSHP Lease - DRAFT

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Issued: February 23, 2010

EXHIBIT A



**Fort Verde
State Historic Park**



INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Parks Board
and
Town of Camp Verde

ASP IGA Ref No. PR10-xxx Draft V4

COY Ref No. DRAFT

RE: YTPSHP Lease - DRAFT

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Issued: February 23, 2010

EXHIBIT B

FORT VERDE STATE HISTORIC PARK

LIST OF CAPITAL NEEDS

Miscellaneous Small Projects	FVSHP	\$ 35,000
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#10



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: March 3, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: N/A

Agenda Title (be exact):

Discussion, consideration, review and possible approval of the Special Event Permitting Process and Handbook.

Purpose and Background Information:

Staff has completed the Handbook, incorporated changes that were discussed at the February 17 meeting, and met with various members of the community to develop a comprehensive process that ensures that procedures are followed with no last minute surprises for the promoters. Fees and the process for waiving fees are also clearly defined. The process that is presently in place lacks consistency, is difficult and confusing for promoters, and leaves out input from affected departments and agencies.

Recommendation (Suggested Motion):

Move to approve the Special Event Permitting Handbook.

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

Finance Director Comments/Fund: N/A

Attorney Review: **Yes** **No** **N/A**

Attorney Comments: N/A

Submitting Department: Clerk's Office

Contact Person: Deborah Barber

Action Report prepared by: D. Barber



To All Event Promoters/Planners/Coordinators:

As Town staff work to develop a more efficient, effective, and responsive local government, departments are focusing on streamlining processes to ensure accuracy and compliance, but most importantly, to ensure that we are meeting the needs of those we serve, our citizens. Part of this process included the development of a policies and procedures manual to assist promoters with conducting public events that are held within our Town limits. It was our goal to provide a "one-stop shop" for event planners. The result of this effort is the attached Special Event Permitting Process and Handbook (Handbook).

The Handbook serves a two-fold purpose. The first purpose is that it is a contract between you and the Town and secondly, it serves as a guide to assist event planners in every aspect as they plan and produce an event. The Handbook contains valuable information relative to when and how to file various applications for permits and licenses, as well as Master Forms for the Town and Sample Forms from other agencies. The Handbook also provides information about insurance requirements, clean-up, street closures, sales tax, contact names, checklists, and much more.

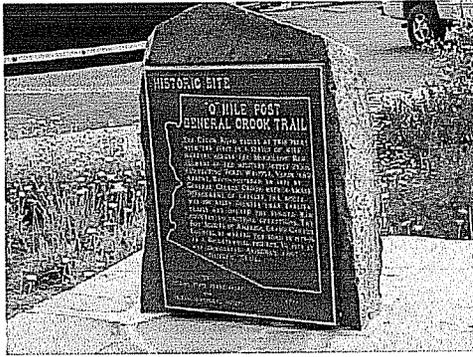
The guidelines and procedures listed in the Handbook apply to ALL events that are open to the public and that are held within the incorporated limits of the Town of Camp Verde, including those that are held on Town-owned properties. Please note, however, that there are some exceptions to the type of events that require permits. These events are addressed later in the Handbook. Also be aware that failure to abide by these guidelines could result in a violation of various sections of the Town Code.

We hope that you find the Handbook helpful to you as you plan and conduct your event and as always, your comments and input are important to the process. Please feel free to contact us with suggestions or comments that might improve our procedures. Your event contributes greatly to the spirit and economy of the Town of Camp Verde and we are grateful for all that you do to make Camp Verde the best place to live, work, and play!

Respectfully,

A handwritten signature in cursive script that reads "Deborah Barber".

Deborah Barber, MMC
Town Clerk



Frequently Asked Questions

And Other Important Points of Information

What is a Special Event?

A Special Event is any activity that is open to the general public that is held on public or private property and that will affect the venue location and surrounding area(s). Examples include, but are not limited to festivals, parades, concerts, races, rodeos, carnivals, auctions, exhibits, etc.

Generally, you will need a permit for the following:

- Any event or activity that is advertised for attendance by the public-at-large;
- Any event or activity that has an admission fee;
- Any event or activity that affects the character or quality of your neighborhood or surrounding properties (i.e. increase in traffic, impeding flow of traffic or blocking access, bright lights, or loud noises such as music, amplifiers, or microphones).

You **will not** need a Special Event Permit for activities on privately owned property that are currently permitted by a Special Use Permit issued by the Planning Department or for activities such as family or neighborhood gatherings, real estate open houses, occasional yard sales, estate sales, grand openings, houseware parties, cosmetic, or other in-home demonstrations, Church events, bizarres, holiday programs, or socials, etc. **Please contact the Clerk's Office at 567-6631 ext. 100 to verify the need for a Special Event Permit.**

Who must apply for a Special Event permit?

Individuals, groups, and organizations who plan to host a festival, exhibit, parade, concert, race, or any other public gathering that will be held within the incorporated boundaries of the Town of Camp Verde must have a Special Event Permit. **(See exceptions noted above and feel free to contact the Clerk's Office at 567-6631 ext. 100 if you are unsure if your event requires a permit.)**

My organization holds several events throughout the season; must I get a separate permit for each event?

If your organization holds events such as a gymkhana, barrel racing, roping, or rodeos on a regular basis, one permit per year may be issued that identifies the dates of each event for that year. This permit serves as the means to alert emergency responders in advance of the possibility of road restrictions, etc.

What is the process for applying for a Special Event permit?

You must complete the application and appropriate forms that are in the Special Event Permit Handbook. A **recommended timeline (pgs. 7 & 8)** is included for your convenience. *This timeline is a recommendation only.* The time required to process your permit varies depending upon the type of event. For example, if you plan to sell or consume alcohol at the event, you

must submit a Special Event Liquor License Permit application in addition to your Special Event Permit application. The liquor permitting process takes approximately 60 days to complete.

All events require agency and departmental reviews. Your application will be distributed at minimum to the Marshal's Office, Planning & Zoning, Building & Safety, Public Works, Risk Management, Town Manager, and the Camp Verde Fire District. If your event will have food vendors, you must provide copies of the Yavapai County Health Services Food Handler's Certificate(s) to the Town prior to the opening of the event.

Who issues the Special Event permit?

3-3-2.B of the Town Code provides that the Town Clerk shall issue all licenses that may be prescribed by state statute, Town ordinance, or the Town Code.

Who has the ability to deny my Special Event permit and for what reasons?

The Town Clerk has the authority to deny your permit application based on a variety of reasons. For example, failure to submit required documentation or fees will result in denial of a permit, as will recommendations for denial that come from other departments and/or outside agencies. Violations of the procedures and/or failure to provide required reports from prior events will also affect your ability to have permits approved for subsequent events.

Please note that this list is not all-inclusive. If your permit is denied, you will be given the reasons in writing.

What recourse do I have if my permit is denied?

You may appeal the Clerk's decision to the Town Manager. The Town Manager will meet with the Town Clerk to discuss the matter, review the material. The Town Manager may at his discretion, decide such appeal OR refer it to the Council. You will be provided with a written response relative to the decision.

Can my permit be revoked prior to or during an event?

Yes. Failure to abide by the rules and procedures as outlined in the Handbook and/or unsafe conditions may result in immediate closure of the event and revocation of your permit. CVMO Deputies have the authority to close events that are in progress.

Who is responsible for ensuring that my event meets its obligations?

You must provide the name of at least one contact person who will be available during the entire event and who has the authority to take immediate action. This person will be responsible for everything connected to the event, including licensing and reporting. You should provide the name, address, home, business, and cell phone number(s) for the responsible party. This information will be provided to the deputies or staff members during the event.

Are the vendors who are participating in my event required to get a license?

Yes. Vendors must apply for and receive a Special Event Vendor License from the Clerk's Office for all events. In addition, you must supply a list of participating vendors to the Clerk's Office prior to the event that includes the business name, contact person, address, and telephone number. The vendors must display the license during the entire event. Failure to display a current license for the event will result in immediate closure of that vendor's activities.

Note: Vendors who have a current Business License on file will be provided a Special Event Permit at no charge. The vendor must display the permit and food handler's certificate (if applicable) on their booth during the event.

Can I be held responsible for the failure of a participating vendor to abide by the contract terms?

Yes. You must ensure that all terms of the contract are implemented and in compliance. Failure to do so may result in the immediate closure of the event, forfeiture of your fees, and denial of future event permits.

How much are the fees?

The Mayor and Council set appropriate fees by resolution on an annual basis. The fees cover the actual costs to the taxpayer. In part, this includes staff salaries and employee-related expenses, utilities, materials, etc.

The fees will depend on your event, where it is held, and the amount of time and materials required from the Town. In some cases, fees, such as business license fees and equipment rental fees may be waived. For example, Town Code Section 9-1-4 stipulates that no fees will be required from any *resident* selling farm or orchard products that are actually produced by that resident. Further, Section 9-1-5 states that there is no fee for charitable, religious, or civic organizations. (See definitions to determine if your organization is eligible for waiver of fees.)

In all cases, your fees will be determined after your application has been submitted to the appropriate departments who will indicate their fee amount(s) requirements. For your convenience, a fee schedule is included in this Handbook. NOTE: Fees are subject to change on an annual basis. The fee schedule that is in place when your application is approved is the schedule that will apply to your event. Be sure to request the most current Fee Schedule.

Who determines if the fees can be waived?

Section 9-1-5 allows for the Town Clerk to determine if the organization is a charitable, religious, or civic organization and that the individual making the application is a member of that organization. See Exhibit B – Definitions.

Can I appeal the Town Clerk's determination?

Yes. The Town Clerk's determination may be appealed to the Town Manager, which may at his discretion decide such appeal OR refer it to the Council.

Must my license/permit be posted?

Yes. Failure to post a license/permit can result in the immediate closure of the event and/or vendor.

Must I have a Special Event Vendor License if I hold a current registered business license in the Town of Camp Verde?

Yes. However, your business license allows licensed retail business to conduct *occasional* off-site sales events such as car and recreational vehicle shows and home shows. There will be no charge for the Special Event Permit for businesses with current business licenses on file in the Clerk's Office. Note: Some off-site sales or events may also require zoning clearance.

What Town official has the authority to close an event or a vendor?

Camp Verde Marshal's Office, Town Clerk, Town Manager, Building Inspector and the Camp Verde Fire District have the authority to close an event or a vendor.

The Camp Verde Fire District will conduct inspections for fire and life safety purposes. Town staff will inspect vendor booths for the display of appropriate licenses during your event. The

Town Clerk will ensure that all vendors have been issued appropriate licenses/permits and will advise the Camp Verde Marshal's Office. The Maintenance staff and/or the Camp Verde Fire District will determine if the weather poses a risk.

The Event Coordinator/Promoter is also required to close down a vendor for non-compliance.

Whom do I contact if I experience problems during an event?

If your event is held on Town property, contact the Parks & Recreation Director for maintenance issues at 567-6631, ext 136. You may contact the Camp Verde Marshal's Office at 567-6621 for other problems unrelated to maintenance. If you have alcohol at your event, you will have a deputy onsite to assist you.

After-hours cell numbers of staff will be provided to you at the time the permit is issued. Note that calling staff out after hours may result in additional fees.

What sort of inspections must be done?

1. Fire, Life and Safety inspections
2. Health inspections
3. Permit inspections
4. Liquor Compliance inspections

Who performs these inspections?

Some of the departments and/or agencies that may inspect your event include the Town's Zoning Compliance & Building Official, Town Clerk, Camp Verde Marshal's Office, Public Works Department, Parks & Recreation Department, Yavapai County Health Services Department, Arizona Department of Liquor, and the Camp Verde Fire District. In addition, the Town requires a copy of the most recent certified **inspection(s) certificates for activities such as carnival and amusement rides.**

The Step-by-Step Permitting Process

1. It is recommended that you call the Clerk's Office at 567-6631 ext. 100 to schedule a Planning Meeting approximately 90 days prior to your event. Let the Clerk know what type of event you wish to hold and where you would like to hold it. This will provide staff with the opportunity to determine who should attend the Planning Meeting.
 - a. This is an informal meeting where you will be given the opportunity to present your idea and/or plan and where staff can determine the initial steps you will need to take.
 - b. Gather all your information and put your questions down on paper to discuss during the Planning Meeting. Various staff members may attend the meeting to get a clear understanding of your proposal and to explain what needs to be done.
 - c. If your event is to be held on Town property, you should reserve the facility at this time with the Parks and Recreation Department at 567-6631 ext. 134. Exhibit N.
2. Complete your application packet and submit the documentation to the Clerk's Office at 473 S. Main, Ste. 102 as soon as possible. Don't forget to submit your applications to the Fire District. Fees and deposits will be collected prior to the issuance of a Special Event Permit. Note: incomplete packets will be returned. The following items are offered as an explanation as to what might be required for various events. (You will be informed of your specific requirements during the initial Planning Meeting.)

- a. If you need to close a public thoroughfare, such as you would do in a neighborhood block party, request a Street Closure Permit from Public Works at 385 S. Main, telephone number 567-6631 ext. 136.
- b. If you plan to sell alcohol, submit a separate Liquor License application to the Clerk's Office, including the appropriate site map where alcohol will be confined, at least 60 days before your event. This requires Council approval, so plan to attend a Council meeting to answer questions. Council meetings are held on the first and third Wednesdays of each month at 6:30 p.m. at 473 S. Main, Ste. 106. Liquor License application fees are due at the time of submission of your application.

After receiving Council approval, submit your Liquor License application to the State Department of Liquor Licenses and Control. Sample forms are included as an exhibit in this Handbook. Note: you must include a **completed copy of your liquor license with state approval** PRIOR to receiving your special event permit. Thus, it is imperative that you DO NOT wait too long to begin the liquor permitting process.

3. The Clerk's Office will review your application packet with you to determine if it is complete. After review, the application will be forwarded to the appropriate departments and the Camp Verde Fire District for review and comment.
4. The reviewing departments will make comments, note requirements, and calculate fees. Upon completion, each department will forward their information to the Clerk's Office. This process may take up to eight (8) working days, excluding holidays.
5. Upon receipt of Department Review, the Clerk's Office will tabulate the fees, note additional requirements and contact you that your permit is approved contingent upon payment of fees and deposits, and the completing of the agreement. In some cases, fees may be waived. Be sure to bring proper documentation to the Planning Meeting if you plan to request a fee waiver. This document will then become part of your contract with the Town. Note: Deposit fees and insurance are NEVER waived.
6. You will receive your permit after you submit your signed contract, all required documents, and pay your fees and deposits. You should then follow the remaining steps of the Event Planning Checklist to ensure that you have a successful event.

SUMMARY

Planning is an essential element of a successful event. Though staff is here to serve, be aware that there is a process to complete that cannot be rushed or disregarded *even if it means that your event will have to be cancelled or postponed.*

**Event Planning Checklist
(Recommended Timeline)**

90 Days prior to your Event:

- Contact Clerk's Office at 567-6631 ext. 100 to schedule a Planning Meeting. Describe the proposed event fully so that the staff will know which departments to contact to attend the meeting.
- Check the availability of Town facilities that you might need to use for your event. Call 567-6631 ext. 136 to tentatively reserve facilities for your event.

60 – 80 Days prior to your Event:

- After the Planning Meeting, submit your completed Special Event Permit application packet.
- Request a Street Closure Permit from the Marshal's Office if you plan to close streets, sidewalks, or other Town Rights-of-way. Marshal's Office must approve street closure. Public Works will review Traffic and Safety Plan. Submit this permit with your application.

60 Days prior to your Event:

- Submit a complete and detailed Liquor License Application with accompanying fees to the Clerk's Office to place on the next available Council agenda.
- It is recommended that you attend the Council meeting to answer questions.

45 Days prior to your Event:

- Submit your application for permit to the Camp Verde Fire District.
- Submit Health Department Event Coordinator form to the Yavapai County Health Department. A sample form is included in the Handbook.
- Advise your vendor(s) that they must submit an application for a Special Event Vendor License and fees to the Clerk's Office no later than 10 working days prior to the event.

30 Days prior to your Event:

- Submit your deposits and fees to the Clerk's Office.

10 Working Days prior to your Event:

- Submit your Certificate(s) of Insurance to the Clerk's Office.

- Submit a legible, computer-generated list of participating vendors to the Clerk's Office. The list shall include Name of Business, Name of Owner, Address, Telephone number, and Special Event Vendor License Number.
- If you plan to sell alcohol at your event, you must submit a legible or computer-generated list of your Server's names to the Clerk's Office. The list shall include the names, addresses, and telephone numbers of the qualified servers who have received alcohol training. You must have at least one qualified server on each shift.
- Submit a legible or computer-generated list of driver(s) that will be available to provide transportation for those patrons who have consumed alcohol and are unable to drive. The list shall include name, address, and telephone number. Drivers shall also provide proof of insurance.
- Submit Certificate(s) of Insurances from your participating vendor(s). The Town of Camp Verde participates in the TULIP program that offers easy access and lower insurance rates to users. See Exhibit D in this packet.
- The Special Event Permit will be issued upon receipt of all required documents and payment of fees.*

1 Day prior to your Event (Set-up Day):

- Notify the Clerk's Office of the set-up completion time to schedule a Final Inspection. All vendors must have their Special Event Vendor License and Health Permits CLEARLY displayed. The Clerk's Office will provide you with staff contact numbers for after-hours needs at that time. Note: **If your event is held on a weekend, the event set-up must be ready for inspection before the close of business on Thursday before the event.** If not, you may be invoiced for overtime payment for Town staff.

15 Working Days after your Event:

- Submit your Final Participating Vendor Report to the Clerk's Office. NOTE: Failure to submit this report shall result in the denial of future Special Event permits.
- Submit your Final Participating Vendor Report to the Arizona Department of Revenue.

INSURANCE REQUIREMENTS
(for Events Held on or in Town-owned Property and/or Facilities)

You must provide a Certificate of Insurance (COI) FROM AN INSURANCE COMPANY WITH AN A.M. BEST RATING OF A OR GREATER for General Liability Insurance of at least \$1,000,000 per occurrence and \$1,000,000 aggregate for claims for bodily injury, death, and property damage *if your event is held on or in town-owned property and/or facilities*. The COI MUST name the Town of Camp Verde as Additional Insured.

If liquor is to be sold and/or consumed at the event, an **additional \$1,000,000 liquor liability policy** is also required, again naming the Town of Camp Verde as Additional Insured.

All food and craft vendors participating in your event must also provide a COI for General Liability Insurance of at least \$1,000,000 per occurrence and \$1,000,000 aggregate for claims for bodily injury, death, and property damage. The COI MUST name the Town of Camp Verde as Additional Insured.

Certificates of Insurance must be submitted to the Clerk's Office at least **10 working days** prior to the opening date of your event. Failure to submit the certificates shall result in the immediate revocation of your permit. Certificates of Insurance must specifically name the Town of Camp Verde, 473 S. Main Street, Camp Verde, Arizona 86322, as additional insured and must also include the name and date(s) of your event. **Certificates without this information will not be accepted.**

Insurance is also available through the Tenant User Liability Insurance Program (TULIP). See Exhibit D.

Alcoholic Beverages

Sales of alcohol within the Town limits requires a permit/license from both the State of Arizona and the Town of Camp Verde. In addition, Town Code, Section 11-1-6 permits the sale and/or consumption of alcoholic beverages **on Town property** at the following events only:

1. Ft. Verde Days (beer only).
2. Crawdad Festival (beer only).
3. Pecan, Wine & Antique Festival (wine only).

If you plan to sell alcoholic beverages within the Town limits, you must submit a Special Event Liquor License application from the Arizona Department of Liquor & Control, including the appropriate site map where alcohol will be confined, to the Clerk's Office. The Council **MUST** approve this application in a duly convened Council meeting. You can obtain the license application at www.azliquor.gov or call (602) 542-5141. See Exhibit F

Sixty days prior to your event, submit the completed Special Event Liquor License application and payment of the fees to the Clerk's Office at 473 S. Main, Ste. 102, Camp Verde, AZ 86322. You must also submit a copy of the application to the Camp Verde Fire Department located at 26 W. Salt Mine Road. You will be notified of the Council meeting date at the time you submit your completed application to the Clerk's Office.

Though attendance at the Council meeting is not mandatory, it is recommended in the event that Council members have questions. Council meetings are held on the first and third Wednesdays of each month at 6:30 p.m.

If your liquor license application is approved, remember that you must also obtain additional liquor liability insurance if your event is held on **Town-owned property or facilities**. You will also be required to submit your security plan to the Camp Verde Marshal's Office (CVMO) for review to determine the number of deputies that will be assigned to your event. The three events in which the Town will not invoice the promoter for CVMO deputy time and employee-related costs are **Fort Verde Days, Crowdad Festival, and the Pecan, Wine, and Antique Festival**. All other events that require the presence of deputies due to the sale and/or consumption of **ALCOHOL** must pay for the employee time and related costs.

Mandatory Stipulations for the Sale and/or Consumption of Alcoholic Beverages on or in Town-owned Property and/or Facilities

Summary:

1. All alcohol sales and consumption will be in a confined area designated by the Town and approved in your Liquor License Application Site Plan.
2. Beer gardens must be enclosed by an approved barrier.
3. Entrances and exits must be clearly marked.
4. Entrances and exits must be staffed with security personnel at all times as outlined in your approved Security Plan.
5. Only those age 21 or over are allowed in the beer garden.
6. All permits must be prominently displayed.
7. You must have at least two (2) servers per shift
 - a. You must provide a list of server's names to the Clerk's Office and proof of training.
 - b. At least one server per shift must have training from the Arizona Department of Liquor Licenses and Control. You must provide copies of their certificates to the Clerk's Office.
8. You must provide a list of names and contact numbers for your security personnel.
9. You must prohibit servers, security personnel, and event workers from consuming alcohol while working.
10. You may not permit more than two (2) alcoholic drinks per purchase per person.
11. You must provide safe transportation options and present the plan and names to the Clerk's Office.
12. You must require a photo I.D. from all purchasers.
13. "Last Call" promotions are strictly prohibited.

Note: If infractions occur, CVMO Deputies have authority to demand immediate correction and/or to shut down the event, and to recommend revocation of your privileges to hold future events.

Set-up Requirements:

Fort Verde Days: The beer garden will be set up in the location(s) as designated in your Liquor License permit that includes a detailed site plan. Sales and consumption will not be permitted in more than one location at a time. No consumption is permitted outside the beer garden. Each entrance AND exit must be staffed with security personnel at all times.

Crawdad Festival: The beer garden will be set up in the location(s) as designated in your Liquor License permit that includes a detailed site plan. Sales and consumption will not be permitted in more than one location at a time. No consumption is permitted outside the beer garden. Each entrance AND exit must be staffed with security personnel at all times.

Pecan, Wine, and Antique Festival: The wineries will be set up in the location(s) as designated in your wine festival License that includes a detailed site plan. No consumption is permitted outside the designated area(s). Each entrance(s) AND exit(s) to the venue must be staffed with security personnel at all times.

Site Maps

All applications MUST include both a Site Map with your Special Event Application AND with your Special Event Liquor License application. The maps should define the event area and include, at minimum, the following information:

For Town-property events:

1. Location of all tents and temporary structures that will be erected. (i.e. beer garden, inflatable items, small carnival games, etc.) Note: the Beer Garden must be set up in the Town Hall Parking Lot.
2. Location of utility services
3. Location of all vendors
4. Location of all dumpsters and trash receptacles
5. Location and layout of tables, chairs, picnic tables, etc.
6. Location of stages
7. Entrances and exits

For All events in which alcohol is sold and/or consumed:

8. Location of the area(s) in which alcohol will be sold and/or consumed
9. Location of individual wine vendors may be listed by number IF a legend is included that lists the wine vendor name and the corresponding number.

Special Event Vendor License

You and your vendors are required to have a Special Event Vendor License. If you or your vendors have a current business license on file, there will be no charge for a Special Event Vendor license. See Exhibit C.

Each participating vendor must submit an application with original signatures and associated fees to the **Clerk's Office**. In addition, the certificate must be prominently displayed throughout the event. Prior to the opening of your event, Town staff will make an on-site inspection. Any vendor who does not have a Special Event Permit on display in a conspicuous place will not be allowed to open their booth.

STATE TPT NUMBER AND SALES TAX

All vendors who sell taxable items at your event are required to collect and pay applicable sales tax. It is your responsibility to provide a list of vendors to the Arizona Department of Revenue and the Clerk's Office within five (5) days following your event. The list shall include the vendor's name, business name, mailing address, and telephone number.

Note: Failure to file required reports shall result in the denial of future permits.

Contact Information:

Arizona Department of Revenue
License Compliance Officer
Phone: 480-545-3534
Fax: 480-545-3596

Town of Camp Verde
Clerk's Office
473 S. Main St., Ste. 102
Phone: 928-567-6631 ext. 100
Fax: 928-567-9061

STREET CLOSURE/BARRICADE

Proper barricades and signage are required if your event will close streets or a public right-of-way (ROW). At least 90 days prior to your event, you must submit an application with a detailed Traffic Control Plan to the Public Works Street Division indicating where barricades and signs will be placed. Street and ROW closings will be reviewed, evaluated, and approved on a case-by-case basis.

The applicant will be responsible for the placement and removal of all barricades and signage before and following your event AND a licensed barricade company must be used to perform these duties. The contractor must submit a traffic control plan to the Public Works Street Division that is in compliance with the Manual of Uniform Traffic Control Devices and evidence of insurance. The Town of Camp Verde Public Works Department will review the applicant's traffic control plan to ensure compliance with the Manual of Uniform Traffic Control Devices.

The Town of Camp Verde may request that you notify businesses and/or residents that might be affected by the closure, as well as a requirement to issue a press release and camera-ready site map to all media at least two weeks before your event. You will also be required to notify the Camp Verde Fire Department, Camp Verde Marshal's Office, and Camp Verde School Transportation Department.

Required Forms

Certificate of Insurance
Public Works Street Division Traffic and Safety Permit

Important Contact Information

Public Works Department
Ron Long, Director
Deborah Ranney, Admin Asst.
395 S. Main Street · 928-567-0534 ext. 137
Camp Verde Marshal's Office
Lt. Earl Huff
646 S. First Street · 928-567-6621 ext. 407
Camp Verde School Bus Barn
Stacy Barker – Transportation Supervisor
928-274-0013

Camp Verde Fire Department
Barbara Rice, Inspector
Fire and Life Safety
26 W. Salt Mine Road · 928-567-9401
Building Department
Robert Foreman
473 S Main, Suite 102 · 928-567-8513 ext. 112

CLEAN-UP PLAN

You must submit a Clean-up Plan for events held on Town property with your event application. The Plan must include at minimum, the following information:

1. A Site Map of the event area showing the types and locations of dumpsters, individual trash receptacles, and recycle containers. (The Town requires the use of recycle containers at all events held on Town property.)
2. The names and contact information of individuals and/or groups who will provide cleaning services both during and after an event.

Remember, YOU are the person who is responsible for prompt cleaning of Town property, restrooms, parking lots, streets, rights-of-way, sidewalks, etc. during and after your event. If you fail to clean adequately or cause damage to the Town's property or facilities, your deposit will be forfeited. You will be invoiced for any costs related to clean and/or repair damaged property over the deposit, and your insurance company will be contacted.

NOTE: The Town's dumpsters are not available for your use. You will need to provide adequate dumpsters and/or waste receptacles. If you use Town dumpsters, disposal fees will be deducted from your deposit.

Waste Contractors that service our area:

North American Waste 928-567-0250	Waste Management 800-762-9708	Taylor Waste 928-649-2662
Arid Waste 928-567-0213	SWS 928-634-6275	Taylor & Sons Hauling 928-649-8335

SECURITY

It is your responsibility to provide adequate security for your event. The type and location of the event, presence of alcoholic beverages, crowd size, and other factors determine the amount and type of security that you are required to have. If your event is held on Town property and it includes the sale and consumption of alcohol, CVMO officers must be present DURING THE HOURS THAT ALCOHOL IS SERVED. CVMO will review your application and determine the number of officers that are required. The Town will provide CVMO Officers at no cost to the promoter for the following events only: FORT VERDE DAYS, CRAWDAD FESTIVAL, and the PECAN, WINE, AND ANTIQUE FESTIVAL

All other events that are held within the Town limits and that sell and/or consume alcohol require off-duty officers or a Security Plan that has been approved by the Marshal. The promoter must pay the fees for the off-duty officers at least 30 days IN ADVANCE OF your event. **Off-duty officer fees are \$50.00 per hour, with a minimum of two officers per event. THESE FEES CANNOT BE WAIVED FOR EVENTS HELD OFF TOWN-OWNED PROPERTIES.**

NOTE: CVMO deputies are authorized to issue citations, cease and desist orders, and to order a vendor or an event to close.

HEALTH DEPARTMENT PERMITS

If you plan to sell food or drinks or to have food vendors that sell food or drinks, you are required to submit an Event Coordinator form to the *Yavapai County Health Department* at least **45 days before your event**. The County also requires a vendor list and site map. Each vendor must have a food handler's certificate prominently displayed if they sell food or drinks. Yavapai County Health Department usually conducts on-site inspections of food booths prior to and during events.

Contact the Yavapai County Health Department at 928-639-8138 for further information, instructions, or questions.

FIRE & LIFE SAFETY REQUIREMENTS

You are required to follow the Camp Verde Fire District's (CVFD) "Fire Safety Standards". See Exhibit E. It is your responsibility to contact the CVFD to discuss your event, ASSOCIATED FEES, and set times for inspections. CVFD will inspect all structures, including but not limited to tents, overhangs, barriers, amusement rides, circus tents for fire safety and life safety compliance. The Town's Building Department and/or CVFD Inspector will inspect electrical connections and compliance with building and safety codes. Contact CVFD Inspector at 928-567-9401 for further information, instructions, or questions.

NOTE: THE TOWN OF CAMP VERDE DOES NOT HAVE THE AUTHORITY TO WAIVE OUTSIDE AGENCY FEES.

TENTS, TEMPORARY STRUCTURES, AMUSEMENT RIDES, AND VEHICLE USE ON PARKLANDS

Tents, canopies, temporary structures, amusement rides, etc. must meet the requirements of the Fire Safety Standards and Life Safety Standards as provided by the Camp Verde Fire District (CVFD). A CVFD Inspector will inspect each structure for compliance. See Exhibit E.

Some notable requirements include, but are not limited to

- fire extinguishers
- the site must provide for emergency access at all times
- the site must provide for reasonable and safe distance between vendor booths
- electrical lines must meet safety requirements and be placed in a fashion that the public and/or workers cannot be harmed
- all amusement rides, including 'blow-up' structures must be inspected for life safety and fire safety compliance
 - In addition to a Certificate of Insurance, amusement ride vendors must provide the CVFD and the Town of Camp Verde with their most current Certificate of Mechanical Inspection for all rides. Failure to provide the certificate(s) will preclude the vendor from opening or operating amusement rides during your event.

Use of vehicles and ground stakes on parkland is strongly discouraged. However, if you must use a vehicle and/or stakes contact the Parks & Recreation Maintenance Division at 567-6631 ext. 136 to schedule an appointment to have sprinkler heads and underground lines marked. If

VEHICLES, ground stakes, SAND, OR ANY OTHER MATERIAL, APPARATUS, MECHANICAL OR ANIMAL are used THAT RESULTS IN DAMAGE TO THE GRASS, you must repair the ground and replace the grass during the clean-up of your event. NOTE: damage that occurs due to your use or your participating vendor's use is your responsibility and you will be invoiced for damages that exceed your deposit and your insurance company contacted.

APPLICATION
&
AGREEMENT

**TOWN OF CAMP VERDE
SPECIAL EVENT PERMIT APPLICATION**

General Information

Sponsoring Organization _____

Contact Person(s) (Responsible Party) _____

Home Phone: _____ Work: _____ Cell: _____

Mailing Address: _____

Event Name: _____

Date(s) of Event: _____

Day 1 Start Time: _____ AM/PM End Time: _____ AM/PM

Day 2 Start Time: _____ AM/PM End Time: _____ AM/PM

Day 3 Start Time: _____ AM/PM End Time: _____ AM/PM

Set-up Date: _____

Start Time: _____ AM/PM

Time set for final inspection: _____ AM/PM

Note: if event is held on Town property and you plan a weekend event, you must be ready for the final inspection prior to close of business on the Thursday before your event.

EVENT DESCRIPTION

Provide a detailed description of your event (attach additional sheets of paper if needed):

Event Location(s) (list all facilities to be used including parking lots, buildings, streets, parks, etc: _____

Anticipated Attendance: _____

Admission Charge Amount: _____

Describe type of entertainment that will perform at your event: _____

Describe type of equipment to be used (i.e. tents, sound equipment, amplifiers, stages, arenas, etc.):

Will you have food and beverage vendors? Yes No

Will you have craft vendors? Yes No

Will you need Town utility connections? Yes No

If yes, describe: _____

Will alcohol be served at this event? Yes No

*Note: alcohol sales and consumption on Town-owned facilities is allowed at three (3) specific events – Fort Verde Days, Crawdad Festive, and the Pecan, Wine & Antique Festival.

Will you require street closure? Yes No

If yes, describe: _____

SPONSORS

Is your organization a non-profit or civic organization?

Yes

No

If yes, describe: _____

If non-profit, provide your 501(c) 3 number: _____

Describe how your event will benefit the community and/or your organization's mission:

Your Checklist

Have you included all of your paperwork with your application?

Special Event Application

Event Agreement

Site Map

Street Closure Application

Certificates of Insurance

Certificates of Mechanical Inspection

Liquor License Application

Clean-up Plan

CVFD Special Event Permit

Banner Application

Deposit(s)

Health Department Certificates

Miscellaneous

AGREEMENT FOR EVENT SERVICES

PARTIES: The TOWN OF CAMP VERDE, a municipal body (hereinafter referred to as "the Town");
and _____ with a business address _____
_____ as an
independent PROMOTER (hereinafter referred to as "PROMOTER").

AGREEMENT

I

The Town desires to permit the PROMOTER to use Town property, and PROMOTER desires to provide services to the Town in the form of a Special Event in his/her capacity as an independent contractor, upon the terms and conditions set forth in this Agreement and the Special Events Permit Handbook.

II

PROMOTER shall provide those services set forth herein and under the following terms and conditions included herein.

III

The term of the Agreement shall commence on _____ and shall continue for _____ hours/days unless earlier terminated by either party. The TOWN may terminate this Agreement with or without cause immediately upon giving verbal and/or written notice to the PROMOTER. If this Agreement is terminated, the TOWN shall have no further obligation to the PROMOTER.

IV

The TOWN agrees to allow the PROMOTER reasonable access to Town facilities during the _____ Event for a fee in the amount of \$ _____.

V

For all purposes under the terms of this Contract, PROMOTER shall be an independent contractor, and not an employee of the TOWN. The TOWN shall provide no employee benefits, including but not limited to Worker's Compensation coverage, regularly afforded to staff, administrative or professional employees. PROMOTER shall provide whatever employees, tools, equipment, vehicles, and supplies PROMOTER may determine to be necessary in performance of services hereunder.

VI

The conduct and control of work under this Contract lies solely with PROMOTER and the TOWN is interested only in the healthy, safety, and welfare of the public who will attend the Event

VII

PROMOTER shall provide a written report summarizing the results of the Event to include a Participating Vendor List and a written description of the outcome of the event, (i.e. number in estimated attendance and impact on local merchants. The report shall also contain information as to unanticipated problems, calls for assistance, and citations written.

VIII

All reports and other work products produced by PROMOTER, as a part of the services rendered under this agreement shall be provided to and be the sole property of the TOWN. The Town may use this information to determine support for future events.

IX

The PROMOTER agrees to abide by all rules, regulations, recommendations, and stipulations outlined in the Camp Verde Town Code and the Special Event Permit Handbook.

X

The PROMOTER agrees to accept full responsibility for actions of their Participating Vendors and hold the Town harmless.

XI

The parties agree that should damage occur during the event, the PROMOTER shall forfeit the deposit and contact their insurance company for payment to the Town.

IN WITNESS HEREOF, the parties have executed this Agreement on the respective date under each signature.

TOWN OF CAMP VERDE

Town Manager

Promoter

ATTEST:

Deborah Barber, Town Clerk

Date

This section will be completed by Town staff and included as part of your completed Special Event Permit/Agreement package.

Parks & Recreation
Comments:

Fee amount:

Public Works Streets Division
Comments:

Fee amount:

Maintenance Department
Comments:

Fee amount:

Marshal's Office
Comments:

Fee amount:

Finance Department
Comments:

Fee amount:

Planning & Zoning Department
Comments:

Fee amount:

Building Department
Comments:

Fee amount:

Risk Management
Comments:

Fee amount:

Mayor & Council
Comments:

Fee amount:

Camp Verde Fire Department
Comments:

Fee amount: _____

Clerk's Office
Comments:

Fee amount: _____

Comment Summary:

Total Amount Due: _____

Event Promoter Certificate of Insurance Date: _____

Vendor Certificate of Insurance (attach separate sheet) Date: _____

Council Approval for Alcohol Date: _____

Fees:

Deposit	Date/Amount: _____
Event Fees	Date/Amount: _____
Security Personnel Fees	Date/Amount: _____
Camp Verde Fire District Fees	Date/Amount: _____
Special Event Vendor License	Date/Amount: _____
Event Fees	Date/Amount: _____
Misc. Fees	Date/Amount: _____

Vendor List Date: _____

Final Inspection Date: _____

Permit Issued Date: _____

Permit Denied Date: _____

Vendor Report Received Date: _____

Deposit Returned Date/Amount: _____

EXHIBITS

Exhibit A – Special Event Fees & Deposits

Exhibit B – Definitions

Exhibit C – Special Event Vendor License

Exhibit D – Tenant User Liability Insurance Program (TULIP) User Guide

Exhibit E – Camp Verde Fire Department Special Event Permit Application and Handbook.

Exhibit F – Sample Series 15 Special Event Liquor License Application

Exhibit G – Sample Yavapai County Community Health Services Guidelines

Exhibit H – Camp Verde Town Code, Chapter 9 Business Regulations

Exhibit I – Site Map for Soccer Field

Exhibit J – Site Map for Community Center

Exhibit K – Site Map for Town Hall Parking Area

Exhibit L – Blank Site Map

Exhibit M – Public Works – Street Division Traffic & Safety Application

Exhibit N - Facility User Request

Exhibit O – Banner Pole Policies, Procedures and Application

#11



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: March 3, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: N/A

Agenda Title (be exact):

Discussion, consideration and possible approval of the attached letter opposing House bill 2512 which impacts the option to self-collect local taxes and/or contracting for collection of local taxes.

Purpose and Background Information:

Received letter from Sedona Mayor Rob Adams and am forwarding to you for your consideration.

Several major impacts of the bill include:

Elimination of the option to self-collect local taxes through a contracted service

Elimination of local efficiencies that might be possible through contracting for collection of local taxes

Elimination of the option to contract for audit through a contingency fee basis. (we do not oppose this change)

Recommendation (Suggested Motion):

Approve the attached letter opposing House Bill 2512 which impacts the collection of local taxes and authorize the Mayor to execute letter.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

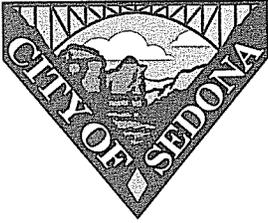
Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Mayor & Council

Contact Person: Mayor Burnside

Action Report prepared by: S. McCormick



102 Roadrunner Drive
Sedona, Arizona 86336
TDD (928) 204-7102
www.SedonaAZ.gov

02-24-10P12:16 RCVD

February 22, 2010

The Honorable Bob Burnside
Mayor of Camp Verde
473 S Main St, Suite 102
Camp Verde, AZ 86322

RE: Opposition to House Bill 2512

Dear Mayor Burnside,

As the current legislative session begins to gain momentum, I write to you in hopes you will join me in opposing House Bill 2512. Several major impacts of the bill include:

- Elimination of the option to self-collect local taxes through a contracted service
 - Elimination of local efficiencies that might be possible through contracting for collection of local taxes
 - Elimination of the option to contract for audit through a contingency fee basis.
- We do not oppose this change.

Whether or not your municipality is currently self-collecting with in-house staff or you are interested in looking at contracted self-collection, this bill is a direct affront to local control of local tax collection.

Please join me in opposing House Bill 2512 and with it, the elimination of the option to self-collect local taxes through a contract. To ensure the bill does not pass, please contact your legislators in opposition.

Sincerely,

Rob Adams
Mayor of Sedona
(928) 204-7191
102 Roadrunner Drive
Sedona, AZ 86336



TOWN OF CAMP VERDE

◆ 473 S. Main Street ◆ Camp Verde, Arizona 86322 ◆ (928) 567-6631 FAX 567-9061

Marshal 567-6621 ◆ Parks & Recreation 567-0535 ◆ Community Development 567-8513 ◆ www.campverde-az.gov

February 23, 2010

Lucy Mason
Arizona State Capital
1700 W. Washington St.
Phoenix, AZ 85007

RE: Opposition to House Bill 2512

Dear Honorable Mason,

As the current legislative session begins to gain momentum, I write to you in hopes you will vote in opposition of House Bill 2512. Several major impacts of the bill include:

- Elimination of the option to self-collect local taxes through a contracted service
- Elimination of local efficiencies that might be possible through contracting for collection of local taxes.
- Elimination of the option to contract for audit through a contingency fee basis. (We do not oppose this change).

Whether a municipality is currently self-collecting with in-house staff or is interested in looking at contracted self-collection, this bill is a direct affront to local control of local tax collection.

Your support in opposing House Bill 2512 is requested and with it, ensuring municipalities will continue to have the option of self-collection of local taxes through a contract. Thank you in advance for your time and consideration on this matter.

Sincerely,

Bob Burnside
Mayor
Town of Camp Verde



#12



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: March 3, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: N/A

Agenda Title (be exact):

Discussion of the process to be used in selecting an Interim Town Manager. Discussion may include, but not be limited to using the League of Cities and Towns, other agencies, or selecting an existing staff member.

Purpose and Background Information:

The Town requires an Interim Town Manager until such time that a Manager can be hired.

Recommendation (Suggested Motion):

Determine the direction in which Council wished to proceed and direct staff accordingly.

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: Mayor Burnside

Action Report prepared by: D. Barber

Debbie Barber

From: norma [mgarrison@sedona.net]
Sent: Wednesday, February 24, 2010 12:09 PM
To: Debbie Barber
Subject: City Manager vacancy in Camp Verde
Attachments: imstp_animation_monkey_en_020908.gif

Debbie,
Information for the agenda item.
Norma

-----Original Message-----

From: Lloyd Harrell
Date: 2/24/2010 10:43:58 AM
To: mgarrison@sedona.net
Cc: mesahutch@yahoo.com; kstrobeck@azleague.org
Subject: City Manager vacancy in Camp Verde

Dear Council Member Garrison:

Ken Strobeck of the League asked me to contact you about securing an interim manager for your community.

My name is Lloyd Harrell and I have the pleasure of serving one of two Ranger Rider for the State of Arizona. Mike Hutchinson, retired city manager for Mesa, is the other person serving in this capacity.

Range Riders are retired managers who serve in a volunteer capacity to help communities and individual managers as needed. One of the assignments which Mike and I have undertaken is to help communities secure interim managers. Because we have knowledge of experienced professionals, whom may be available to take on such assignments, we have successfully facilitated a number of interim placements over the years with Arizona communities. Here is a brief outline of how the process usually works.

The first step is for Mike or me to have a conversations with a local elected official to gain an understanding of the position. Among other things, we try to learn about the local situation, the likely duration of the assignment, the compensation level offered, the hours per week expected etc.

Based upon the above information, we contact individuals whom we think might be qualified for the position. During these contacts, we attempt to assess their degree of interest in the position and their availability.

Finally, we get back to the local official and provided a brief description of the individuals, and contact information. At that point, Mike and I step out of the process and let the local officials take the lead in arranging interviews and making final employment arrangements.

Because of the time commitment involved for all, we do request that the governing body discuss the possibility of using an interim manager and decide that they are very interested in this alternative. We don't want to contact numerous individuals and gather information if there is a staff person or a local resident whom the Council wants to appoint to serve as an interim. This discussion should occur prior to asking us to go to work.

As an aside, Ken mentioned that Dennis Wells was a person he would recommend for this position. I would second Ken's recommendation and would note that Dennis has a great reputation among his city manager colleagues.

I would be happy to visit with you on the phone (480-812-9396) if you desire more information about interims or the

process which we use.

Thanks....

Lloyd Harrell
Range Rider and former City Manager of Chandler

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In addition, to ensure compliance with the Open Meeting Law, Council or Board/Commission members who are recipients of this message should not forward it to other members of the Council or Board/Commission of the Town of Camp Verde. Council Members or Board/Commission members may reply to a staff member regarding this message, but they should not send a copy of a reply to other Council or Board/Commission members.

Please consider our environment before printing this email. 

#13



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: March 3, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: N/A

Agenda Title (be exact):

Discussion of the process to be used in selecting candidates for the Town Manager position, followed by discussion, consideration, and possible direction to staff to begin the process. Discussion may include, but not be limited to using the League of Cities and Towns, advertising, searching the internet, etc.

Purpose and Background Information:

The Council needs to determine the process that will be used to hire a Town Manager.

Recommendation (Suggested Motion):

Direct staff to begin the process of selecting candidates to interview for the Town Manager position.

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: Mayor Burnside

Action Report prepared by: D. Barber

Town of Camp Verde Personnel Action Form

Employee's Name: Michael Scannell Department: TOWN HALL

Type of Action:

Exempt: Non-exempt

Temporary Appointment

Present Job Title TOWN MANAGER

Probationary Appointment

Permanent Appointment

Salary Range/Step _____

Promotion

Bi-Weekly Amount: 3,836.⁵⁵

Merit/Step Increase

Hourly Amount: 47.96

Cost of Living Adjustment

Reinstatement

New Job Title TOWN MANAGER

Demotion

Salary Range/Step ~~_____~~ 93

Dismissal (Specify below)

Voluntary Termination

Bi-Weekly Amount: \$ 4,307.70

Suspension

Hourly Amount: 59.⁸⁵

Retirement

Leave of Absence

Other (Specify below)

Reclassification

TERMINATION

Employee should be paid for: _____ hours of accrued leave

Did employee leave in Good Standing?
 Yes No

Comments: NOTE: NO ADDITIONAL COMPENSATION FOR FINANCE DIRECTOR DUTIES; VACATION ACCRUAL @ 6.15 HRS PER DAY PERIOD OPPORTUNITY TO WORK 4/10 FLEX SCHEDULE

Effective Date: 10/01/08

Submitted by: Mayor Tony Lewis
Department Head

Date: 10/21/08

Approved by: [Signature]
Human Resources Director

Date: 10/20/08

Approved by: _____
Town Manager

Date: _____

**Town of Camp Verde
FY 2009 Salary Plan**

Table 5 - Salary Ranges Per Job Class - (Job Class Order) at 95% of Market

Current Occupational Job Families and Job Classes	Recommended Occupational Job Families and Job Classes	-- Recommended 95% --			
		Range	Minimum	Midpoint	Maximum
Town Manager Group					
* Town Manager	Town Manager	93	\$103,864	\$130,953	\$158,042
Marshal Group					
* Town Marshal/HR Director	Town Marshal/HR Director	82	\$79,160	\$99,805	\$120,451
Lieutenant	Lieutenant	72	\$61,839	\$77,968	\$94,096
* Sergeant	Sergeant	62	\$48,309	\$60,908	\$73,508
* Deputy	Deputy	53	\$38,682	\$48,771	\$58,860
Detective	Deputy				
* Dispatch Supervisor	Dispatch Supervisor	48	\$34,189	\$43,106	\$52,023
* Dispatcher	Dispatcher	43	\$30,219	\$38,100	\$45,981
*	Dispatcher/Evidence Clerk	43	\$30,219	\$38,100	\$45,981
* Animal Control Officer	Animal Control Officer	38	\$26,709	\$33,675	\$40,641
Animal Shelter Operator	Animal Shelter Operator	36	\$25,422	\$32,052	\$38,682
Records Supervisor	Records Specialist	43	\$30,219	\$38,100	\$45,981
* Records Clerk	Records Clerk	37	\$26,057	\$32,853	\$39,649
* Dispatcher/Admin Asst	HR Specialist/Admin Asst	45	\$31,748	\$40,029	\$48,309
Library Group					
* Library Director	Library Director	69	\$57,424	\$72,401	\$87,377
Sr. Librarian	Delete class				
* Children's Librarian	Children's Librarian	49	\$35,044	\$44,184	\$53,324
* Librarian	Library Specialist	39	\$27,376	\$34,517	\$41,657
* Library Clerk	Senior Library Clerk	33	\$23,607	\$29,763	\$35,920
Children's Library Aide	Senior Library Clerk				
Library Aide	Library Clerk	29	\$21,386	\$26,964	\$32,542
Town Clerk Group					
* Town Clerk	Town Clerk	67	\$54,657	\$68,912	\$83,167
* Deputy Clerk	Deputy Town Clerk	49	\$35,044	\$44,184	\$53,324
Magistrate Group					
* Court Supervisor	Court Supervisor	50	\$35,920	\$45,289	\$54,657
* Court Clerk	Court Clerk	40	\$28,061	\$35,379	\$42,698
Court Clerk/Interpreter	Court Clerk				
Parks/Recreation & Maintenance Group					
* Parks & Rec Director	Parks & Recreation Director	72	\$61,839	\$77,968	\$94,096
* Recreation Supervisor	Recreation Supervisor	49	\$35,044	\$44,184	\$53,324
Maintenance Foreman	Maintenance Foreman	48	\$34,189	\$43,106	\$52,023
* Lead Parks Maint Worker	Lead Maintenance Worker	44	\$30,974	\$39,052	\$47,131
* Maintenance Worker	Maintenance Worker	34	\$24,197	\$30,508	\$36,818
Park Maintenance Worker	Maintenance Worker				
* Janitor	Janitor	28	\$20,865	\$26,307	\$31,748
	Special Events Coord/Admin Asst	45	\$31,748	\$40,029	\$48,309

"LOOKING TO THE FUTURE"

TOWN OF CHINO VALLEY, ARIZONA

**IS SEEKING AN EXPERIENCED PUBLIC
MANAGEMENT PROFESSIONAL
TO SERVE AS**

Town Manager

\$100,076 - \$141,405

**Starting Salary Depending on Qualifications and Experience
Open Until Filled with a First Review of Applications Scheduled for:
Monday, January 15, 2010**

Town of Chino Valley

The Town of Chino Valley is a rural town in Yavapai County, located approximately 115 miles northwest of Phoenix and 75 miles southwest of Flagstaff. Chino Valley, and its neighboring communities of Prescott, Prescott Valley and Dewey-Humboldt form what is known locally as the quad-city area. The Town was established as a small farming community, incorporated in 1970, and is a growing residential community covering approximately 63 square miles with a population of about 12,300. Chino Valley was the site of the first Territorial Capital of Arizona in 1864. Chino Valley's elevation is 4750 feet and the area enjoys four definite seasons with few extremes of temperature. The climate is generally temperate and mild.

The average annual precipitation is 12.5 inches mostly from rain but winter snowfall is not unusual.

Currently, the Town employs 90 full-time employees, 3 part-time employees and approximately 20 seasonal employees. The annual operating budget for fiscal year 2009/2010 is \$15.9 million. The Town offers a range of community facilities including a Aquatics Center, Senior Center, Library, skate park, and baseball and multi-use ball fields.

The Town has a Council-Manager form of government governed by a directly-elected Mayor with a 2-year term and six Councilmembers elected at large and serving four-year staggered terms. A general election was held in the spring of 2009 seating a new mayor and three new council members that took office in June 2009.

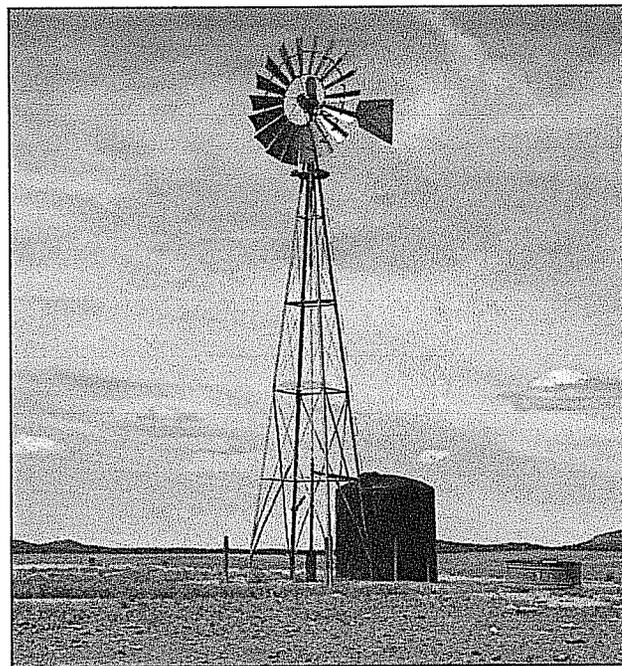
The Mission of the Town of Chino Valley

We exist to provide public services to the citizens of Chino Valley, an economically self-sustaining Town that cherishes and preserves its historic rural lifestyle.

The Town Manager Position

Appointed by the seven (7) member Town Council, the Town Manager serves as the Chief Executive Officer of the Town government, overseeing 10 departments (Police, Finance, Public Works, Engineering, Water Resources, Human Resources, Development Services, Community Services, Library and Town Clerk). The Town Manager receives policy direction from the Town Council and is required to actively support and uphold the Town's mission, values and goals.

The Town Manager is expected to exercise a high degree of independence, initiative and professional expertise in the administration of the day-to-day management of the Town in accordance with policy established by the Town Council and local State and Federal laws, regulations, and guidelines.



The Ideal Candidate

As the central leader of the community, the Town Manager must possess personal integrity, values, maintain the highest ethical standards and be able to promote mutual respect. The Town Manager must be able to focus on the future of the Town by embracing new challenges with innovation and inspiring a shared vision as the community expands through growth.

The successful candidate must be an experienced and effective public manager, knowledgeable in all areas of municipal government including but not limited to, public utilities, municipal finance and budget, public safety, personnel management, community services and community development block grants.

The Town Manager is expected to be: active and visible in the community, able to effectively articulate the Town's position on issues and activities; willing to engage citizens and community groups in meaningful dialogue and consider different points of view; an innovator who is receptive to new ideas or approaches in town government; and a true professional capable of commanding respect, understanding and enthusiasm for the position and the Town of Chino Valley, its services and projects.

It is essential that the Town Manager be capable of utilizing and developing the strengths and talents of the management team, and effectively inspiring and leading the team toward achieving desired outcomes. The Town Manager must possess outstanding communication skills, both oral and written and be able to establish and maintain effective working relationships with the Mayor, Town Council, Boards and Commissions, Town Staff and members of the community.

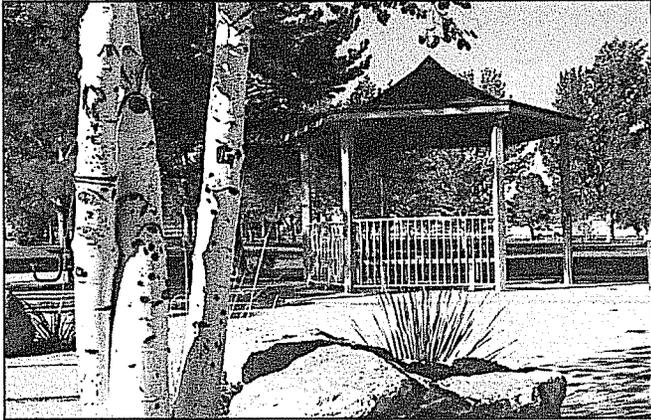
The ideal candidate should have knowledge of current Arizona water issues. The Town Manager should have the ability to translate ideas into action, have a problem solving orientation with keen negotiation, facilitation and consensus building skills and lastly, but certainly not the least, a good sense of humor.

Description of Responsibilities

- Has overall responsibility for the proper procedures, policies and operations of all Town departments;
- Ensures accountability throughout the Town organization;
- Ensures a discrimination-free workplace including race, color, creed, religion, gender, disability, and all other non-job related factors;
- Assures adherence to all laws, regulations, and guidelines relating to Town government and services;
- Assures adherence to all laws, regulations, and guidelines concerning budget, and controlling expenditures during the fiscal year;
- Establishes measures to improve methods and use of resources to increase efficiency and services to the Town;
- Creates systems to facilitate and ensure maximum productivity of all employees;
- Responds to and resolves difficult and sensitive employee, resident, and other stakeholder inquiries and complaints;
- Coordinates with the Town Council to develop and implement short and long range goals for the Town;
- Performs liaison duties between Town departments and the Town Council;
- Has final authority for all non-appointed employee hires, promotions, transfers, discharges, and disciplinary measures;
- Keeps the Town Council informed of all Town activities and projects through oral and written reports;
- Ensures that all ordinances are enforced and that the provisions of all franchises, leases, contracts, permits and privileges granted by the Town are observed;
- Responsible for the preparations of the Town Council agenda;
- Responsible for the Town's economic development;
- Represents the Town in dealing with other governmental jurisdictions, private firms, professional groups, citizen groups, the media and the general public.

Minimum Qualifications

The successful candidate shall have a minimum of ten years of increasingly responsible managerial and administrative experience in a full-service municipal government. This position requires a Bachelor's degree in public administration or closely related field with a Master's degree preferred. Preference will be given to applicants with experience with an Arizona Municipality.



Salary and Benefits

The salary range for the Town Manager position is \$100,076 - \$141,405. The starting salary is dependent on experience and qualifications. The Town provides an excellent benefits package that include the following:

- 100% paid employee health and dental insurance
- 100% paid employee life and AD&D insurance
- State Retirement Systems
- 457 Deferred Compensation Program
- Annual paid vacation and sick leave
- 10 paid holidays

Application and Selection Process

To be considered for this position, it is required to file a Town application with Human Resources, along with a resume and a letter of interest that includes salary requirements. This position will remain open until filled. A first review of applications will be conducted on January 15, 2010. Final selection is anticipated by February 22, 2010.

Applicants whose experience and training are most closely suited to the needs of the Town will be invited for an interview. Criteria will be based on job-related knowledge and skills.

The Town of Chino Valley is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, disability, age, gender, sexual orientation, or national origin. In accordance with the Americans with Disabilities Act (ADA and Section 504), the Town of Chino Valley does not discriminate on the basis of disability in the admission or access to, treatment, or employment in its programs, activities or services. The Town of Chino Valley is a drug-free workplace.

Town of Chino Valley

Human Resources

P.O. Box 406

Chino Valley, Arizona 86323

Phone: (928) 636-2646, ext 117

Fax: (928) 636-2144

Visit our website at:

www.chinoaz.net

The Town of Chino Valley is an AA/EEO Employer

Municipal Employment Opportunities:
City of Scottsdale - City Manager

COMMUNITY: City of Scottsdale

POSITION: City Manager

SALARY RANGE: Compensation is highly competitive, commensurate with the candidate's qualifications and experience.

CLOSING DATE: Until filled, First review or resumes will be February 26, 2010.

WEBSITE: www.scottsdaleaz.gov

The City of Scottsdale is seeking a candidate with highly effective communication skills and a genuine passion for public service. S/he will be capable for resolving conflicts in an equitable, responsive, yet decisive manner. The successful candidate will be a values-based leader; be a person of exceptional character and integrity - someone who "walks the talk" and can earn the confidence and trust of others. S/he will be particularly adept at listening, facilitating and synthesizing multiple points of view to help shape and implement policy direction.

The ideal candidate will be a visionary who is focused on "big picture" issues and skilled at mobilizing the organization to achieve concurrent strategic goals, while remaining sensitive to the "day to day" challenges facing local government. S/he will be "politically savvy" while performing administrative duties in an impartial and non-political manner.

The City Manager is the chief executive of the administrative branch of the city government. The City Manager is responsible to the council for the proper administration of all affairs of the city and to that end, is subject to the provisions of the charter. The City Manager is required to see that all ordinances are enforced and that the provisions of all franchises, leases, contracts, permits and privileges granted by the City are observed. The City Manager appoints, and when necessary for the good of the service, removes all officers and employees of the City with the exception of the Charter Officers. S/he prepares the annual budget estimates and submits them to the council and is responsible for the administration of the budget after adoption. The FY2009-2010 citywide adopted budget was \$1.1 billion.

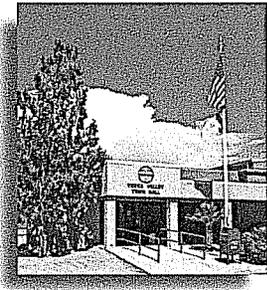
A minimum of ten years of direct experience as a City Manager or Assistant City Manager/senior executive is required. A Masters Degree in Public or Business Administration or equivalent experience is required.

For more information about the application process or the City of Scottsdale, please visit our website at www.scottsdaleaz.gov.



*The Town Of
Yucca Valley
Is Seeking A New
Town Manager*

The Town



Located in Southern California, Yucca Valley is situated adjacent to the Joshua Tree National Park at an elevation of 3300 feet. This attractive, hometown community is conveniently located for easy drives to the Palm Springs resort communities, Big Bear mountain recreation area, and the Colorado River vacation destinations.

The Town of Yucca Valley is a rural desert community, widely known for starry nights, spectacular sunsets, wide-open spaces and genuine hometown hospitality. Yucca Valley possesses an eclectic small town atmosphere and a casual, easy paced lifestyle, which is enjoyed and defended by its economically diverse citizenry. The town offers four seasons, plenty of sunshine and moderate temperatures year-round. Joshua Tree National Park, our neighbor to the east is a popular site for rock climbing, camping, nature enthusiasts, hiking, equestrian activities and many other hidden treasures. In addition, the world's largest Marine Corp Base is located just 30 miles from Yucca Valley. The base has a total population of approximately 25,000 and an annual payroll in excess of \$255 million.

The Town of Yucca Valley (population 25,000) provides a full range of municipal services through a blend of town staff, contract services, and special districts. The town has a full-time equivalent (FTE) staff of 50.25 and a current general fund operating budget of \$9.1 million. In addition, there are a variety of grant and other special funds totaling approximately \$8 million.

A general law city, Yucca Valley has a Town-Council-Manager form of Government. The five Town Council members serve overlapping four-year terms, with elections held every two years. Every year, the Council elects one of its members to serve as Mayor and another to serve as Mayor Pro Tem for one-year terms.

Assisting the Town in an advisory capacity are various boards and commissions. The Council appoints the Town Manager and Town Attorney. The Town Manager in turn appoints department heads including the Town Clerk, Administrative Services Director, Deputy Town Manager / Director of Community Development, Public Works/ Town Engineer and Community Services Director.

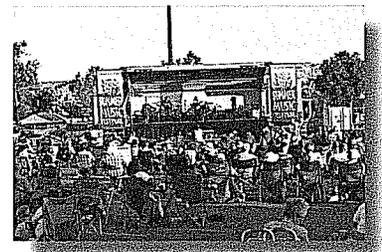
In addition to the core services provided by town staff, the community is served by a variety of other local governmental agencies and outside contractors.

- The County Sheriff provides law enforcement services through a contract with the Town
- San Bernardino County provides fire and library services
- High Desert Water District provides water service to the community

Community Attributes

Yucca Valley is a truly unique community that was built on a foundation of community involvement and civic pride. Community attributes include:

- A commitment to enhancing the community's quality of life through preserving and improving the neighborhoods, quality development and a rich array of community activities.
- The Town has a tradition of political and administrative stability that is based on a commitment to public service.
- The citizens of Yucca Valley are very actively engaged in the community. This engagement takes place through advisory boards and commissions, community based organizations and open access to the Town's decision-making process for all citizens.
- The Town is in good financial condition.



Current Issues and Priorities

Council / Manager Relations—The new Town Manager will develop his or her own strong relationship with the Council that is based on partnership, mutual respect, open communication and equal treatment of all members.

Quality of Life—Because Yucca Valley is both a quiet and diverse residential community and a vibrant tourism and commercial center, there is a continuous balancing of quality of life issues. These issues include community revitalization, public safety, density of development, traffic, beautification, and the continuation of a high level of public service for the community. The new Town Manager will be expected to assist the Council in developing creative solutions to these sensitive issues.



Capital Improvement Program—There is a strong interest in improving the Town's infrastructure. While much has been accomplished, there are significant unmet needs, especially in the areas of parks and street maintenance.

Fiscal Responsibility—As the state strives to absorb the impact of a \$20 billion deficit, all California municipalities are dealing with the ramifications at the local level. Given this environment, the Town Manager will need to provide the necessary leadership to continue the Town's commitment to improved efficiency and prudent use of resources. In addition, there is a continuing need to find creative financing solutions to the Town's growing service needs.

Economic Development / Redevelopment—The Town is in the process of building a vibrant local economy. The Town's future is largely dependent on maintaining the current retail base and expanding the Town's economy through a variety of targeted economic development initiatives. Of particular interest is the development of a manufacturing segment.

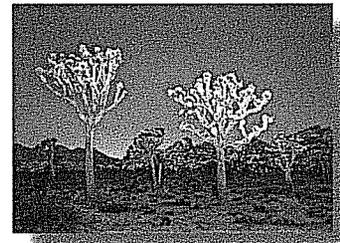
Organizational Effectiveness—The Town organization is well managed and delivers a high level of service. Areas of ongoing interest include long-range strategic planning, timely updating of long-range revenue and expenditure forecasts, the evaluation of service levels and productivity, continued improvements to customer service, and the implementation of an aggressive capital improvement program.

Regional Issues—Yucca Valley values local control. However, the Town is part of the complex region. As a practical matter, a significant number of important issues facing the Town are regional in nature; e.g. economic development, solid waste, transportation, and air quality. Therefore, the Town Manager needs to forge, with the Council, an effective intergovernmental relations program.

Ideal Candidate

The new Town Manager will assume responsibility for an organization with a tradition of quality public service, innovative solutions to Town problems, sound administrative practices, and a track record of accomplishment.

These traditions, plus the issues and priorities that will have to be addressed, call for a well-experienced executive. Specific qualifications are as follows:



Education and Experience

Minimum requirements for the Town Manager position include a bachelor's degree (master's is a plus) and substantial successful leadership experience, preferably in a high-level city/county management position. Candidates should be thoroughly knowledgeable generalists with superior leadership and interpersonal skills and possess a high level of personal integrity. Specific expertise in land development/infrastructure, finance, human resources, and economic development is essential.

Leadership and Management Style

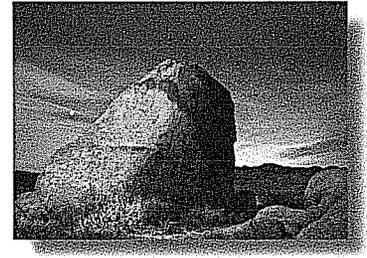
The Town Council is searching for a Town Manager with the following leadership characteristics:

- Interest in a partnership relationship with the Town Council and willing to take the initiative in refining and implementing the Council's policy initiatives.
- A hands on, people-oriented leader who can establish a sound working relationship with the Council, Town Staff and the community. The new Town Manager should impart a sense of responsiveness and sensitivity.
- An effective, proactive manager who can delegate both authority and responsibility appropriately, and hold the organization accountable.
- Willingness to develop a strong identification with the community, its citizenry, and its unique characteristics.

Competencies and Personal Characteristics

In addition to the education, experience, and leadership skills described above, the ideal candidate should be:

- A well-rounded executive with solid expertise in all areas of municipal government
- Experienced and successful in all aspects of economic development and redevelopment
- An effective listener, communicator, negotiator, and team builder
- Committed to developing staff to their fullest potential
- Accessible to the community, Town Council, and employees
- Decisive once input has been received and viewpoints are known and understood
- Creative / collaborative
- Calm under pressure and possess a good sense of humor
- Fair, unbiased, compassionate; inspire trust
- Highly ethical, personally and professionally
- Politically sensitive, yet apolitical



Compensation and Benefits

The salary for the Town Manager will be negotiated with the Town Council and will be based on the qualifications of the successful candidate. The Town offers an attractive benefit package including:

Retirement—Town pays 8% employee rate for 2.7%@55 CalPERS retirement (Town employees do not participate in Social Security).

Medical—Choice of CalPERS medical plans (employees + family); Delta Dental Premiere plan as well as vision up to a maximum level of \$820 monthly for family coverage. Short-term and long-term disability and life insurance plans provided by the Town.

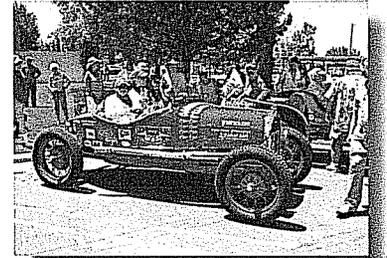
Deferred Compensation—Deferred Compensation Plans are available.

Holidays—There are 13 paid holidays.

Leave & Vacation—56 hours administrative leave, 120 hours of vacation, and 96 hours of sick leave.

Town Vehicle —Use of Town owned vehicle.

Schedule— a 9/80 alternate work schedule is available.



Application and Selection Process

For additional information regarding this opportunity or to be considered, please submit a cover letter with current salary, resume, and three work-related references by the filing date of March 11, 2010 to Dani Lassetter, Human Resources and Risk Manager, 57090 Twentynine Palms Highway, Yucca Valley, CA 92284. For additional information visit the Town's website at www.yucca-valley.org.



Following the filing date, resumes will be screened in relation to the criteria outlined in this brochure. Candidates deemed qualified will be reviewed by the Town Council. At the Town Council's discretion, candidates meeting the criteria will be contacted for interviews.

Desired Experience, Education and Managerial Style

Because this will be the first Town Manager for Hamilton, the Board of Selectmen is seeking an individual with line management and preferably town management experience and superior interpersonal skills. He or she must possess a high degree of personal integrity and project a positive profile in the community.

The successful candidate should have a collaborative management style. He or she needs to appreciate Hamilton's tradition of extensive, citizen participation in town government and encourage this volunteerism. At the same time the first Manager will be expected to skillfully challenge current practices and policies in order to introduce modern management practices and procedures.

The candidate must have proven budgeting and capital planning experience. The Town Manager also must have experience in labor relations and negotiations. A background in human resource management will be a plus.

Familiarity with Massachusetts General Laws is desirable, especially as those laws relate to municipal finance, personnel and labor relations as well as educational funding requirements.

An MPA or MBA is preferred and at least five years experience as a town or city manager or a position with similarly complex responsibilities.

Duties and Responsibilities of the Town Manager

The Town Manager supervises and manages day-to-day activities of all town departments and employees under the jurisdiction of the Board of Selectmen. The Manager appoints and may remove all department heads, officers and employees. Appointments and removals of department heads are subject to confirmation of the Board of Selectmen.

The Town Manager prepares and presents the annual operating and capital budgets to the Board of Selectmen, Finance Committee and Town Meeting. The Manager develops, presents and implements a long-range capital plan.

The Town Manager serves as the Personnel Director and administers the Town's personnel policies, compensation plans and employee benefit programs. The Manager also negotiates all collective bargaining agreements which in turn are subject to approval of the Board of Selectmen.

The Town Manager serves as the chief procurement officer, reviews bids, awards contracts for all Town Departments and manages claims activity.



Issues for New Town Manager

The priority for the first Town Manager will be the orderly transition to a new form of governmental administration while continuing to support broad citizen participation.

The Manager will need to continue support for the excellent regional service programs now in effect and seek expansion of such programs.

Careful, but sustained, economic development efforts are necessary to broaden the tax base beyond its present heavy reliance on residential properties.

Both affordable housing and senior housing programs are needed in order to provide opportunities for Hamilton's residents to remain a part of their own community.

The Town Manager will be expected to assist the Board of Selectmen in developing goals and objectives on a broad range of issues for the community.

Establishment of a modern, personnel program uniformly applied across all Town Departments and agencies will be beneficial for the dedicated employees of Hamilton.

