



**AGENDA
TOWN OF CAMP VERDE
WORK SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, OCTOBER 10, 2018 AT 5:30 P.M.**

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

1. Call to Order

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

3. Pledge of Allegiance

4. Work Session. No legal action to be taken.

4.1. Review and discussion of Camp Verde Promotions Memorandum of Understanding (MOU) Revision. [Staff Resource: Russ Martin]

4.2. Discussion/update on Sports Complex project costs, next steps, timeline, etc. [Staff Resource: Ron Long]

4.3. Brief History of Drainage Projects around the Town. [Staff Resource: Ron Long]

4.4. Discussion and possible direction regarding drainage – Forest Service involving Verde Lakes; Caughran Ranch Road; Middle Verde, etc. [Staff Resource: Russ Martin]

4.5. Discussion, consideration and possible direction regarding the future involvement of the Town in recycling. [Staff Resource: Russ Martin]

5. Adjournment

Posted by: _____

Date/Time: _____

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

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

Agenda items may be taken out of order.

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

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

Camp Verde Council Meetings are recorded and may be viewed on the Camp Verde website. Pursuant to A.R.S. §1-602(A)(9), parents and legal guardians have the right to consent before the Town of Camp Verde makes a video or voice recording of a minor child. If you permit your child to participate in the Council

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Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request in advance to the Town Clerk that your child not be recorded.

**Memorandum of Understanding
between
CAMP VERDE PROMOTIONS
and
THE TOWN OF CAMP VERDE**

The parties to this agreement are CAMP VERDE PROMOTIONS, “CVP” and the TOWN OF CAMP VERDE, “the Town”.

Camp Verde Promotions and the Town of Camp Verde, for their mutual benefit enter into this Agreement as of the ____ day of _____, ~~2015~~2018.

PURPOSE

The purpose of this MOU is to articulate the working agreement and responsibilities between CVP and the Town in regards to the planning, organizing and managing of Camp Verde ~~three~~ two major special events—Spring Heritage Pecan and Wine Festival, ~~Cornfest~~ and Fort Verde Days.

BACKGROUND

Camp Verde Promotions, a 501(c)(4) organization in good standing, was organized in 2008 to plan and carry out Camp Verde’s annual Cornfest and Fort Verde Days. Until 2013, they did so with a team of volunteers and funding derived of donations, fees and fundraising. In July 2013, the Common Council of the Town of Camp Verde, seeing a need to provide assistance and develop a sustainable model for future special events allocated both staff time and funding. The arrangement proved successful and in March 2014 CVP, the Town and their partners took over the Pecan and Wine Festival, an event that had been around since 2001, rebranding it as the Spring Heritage Pecan and Wine Festival. In 2014, the Town Council gave their blessing to developing a more permanent arrangement with CVP that included waiving all fees previously charged to CVP. In 2018 CVP has worked to reposition itself thus revising the existing MOU became necessary

STATEMENT OF MUTUAL INTEREST AND BENEFITS

The Town of Camp Verde has an economic interest in developing an effective tourism and marketing program. It also has an obligation to its residents in preserving, interpreting and promoting its cultural heritage. Robust and successful special events fulfill these goals. When the Town of Camp Verde withdrew from its role as planner promoter and manager of its special events in 2008, Camp Verde Promotions was organized as an IRS recognized 501(c) (4). As a 501(c) (4) Social Welfare Organization it must “operate primarily to further the common good and general welfare of the people of the community,” a goal that is satisfied by the organization’s commitment to carrying out special events.

IN CONSIDERATION OF THE ABOVE, THE PARTIES AGREE AS FOLLOWS

The Town will:

- 1) provide one point of contact through which all information necessary for Town request shall be made
- 1)2) waive all facility fees, electrical fees, ~~special~~ event sponsorship fees ~~and event sponsorship insurance requirements.~~
- 2)3) coordinate with CVP to prepare an annual budget for the events as well including the prioritizing of expenditures related to special events. That budget item will be expended in coordination with CVP. The Town will have final authority in all expenditures from the "Special Events" budget item in the Town's General Fund
- 3)4) provide staff as agreed to assist CVP in the successful execution of special events
- 5) maintain the website <http://www.campverdepromotions.org> Utilize Town budget per event to support the successful operation in connection with mutually agreed upon expenses to include but not limited to promotion, tents, operation, set up, tear down, street closures, tables, audio equipment, facilities for the event
- 4)6) should CVP determine at any point that it cannot complete one of the events named for any reason it should give the Town notice to allow for the event to be operated by the Town or other entity at the Town's discretion
- 5)7) work in concert with CVP and negotiate in good faith any issues not specifically addressed in the MOU

CVP will:

- 1) provide one point of contact through which all information necessary for CVP requests shall be made
- 1)2) be the recognized planning organization, responsible for coordinating all elements and all partners of the event
- 2)3) provide an itemized list to the Town of all vendors attending the events for reporting to the AZ Department of Revenue
- 3)4) work in concert with the Town and negotiate in good faith any issues not specifically addressed in the MOU
- 5) will be responsible for providing the ~~Town with the~~ content and maintenance for the CVP website <http://www.campverdepromotions.org>

Insurance Requirements:

CVP shall (as per the Town's Risk Management policy requirements):

Procure and maintain at their own expense (see attached Certificate example):

- 1) Commercial general liability insurance with minimum limits in the amount of \$1,000,000 per occurrence/\$2,000,000 per Aggregate. In the Description of Operations box of the Certificate: a.) Name the Town as additionally insured; and 2) list the event dates including set up and clean-up or indicate for all events on Town premises. (The statement 'for all events on Town premises' is only relative to events CVP sponsors).
- 2) Liquor Liability Insurance with minimum limits in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, if alcoholic beverages are sold (*per Council motion February 2009*).
- 3) Provide the corresponding endorsement relative to the Town (as certificate holder) being named as additionally insured.

4)

The Town Manager or his designee (e.g. the Risk Manager) reserves the right to make the final decision to waive, increase or decrease insurance requirements depending on the risks/exposures for either sponsors or the vendors to protect the Town's best interest.

TOWN: CAMP VERDE, ARIZONA

CHARLIE GERMAN, MAYOR

RUSS MARTIN, TOWN MANAGER

APPROVED AS TO FORM:

TOWN ATTORNEY

ATTEST:

~~VIRGINIA JONES~~ JUDY MORGAN, TOWN CLERK

CAMP VERDE PROMOTIONS:

NAME

TITLE

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Agenda Item Submission Form – Section I

Meeting Date: October 10, 2018

Consent Agenda Work Session Agenda Executive Session Requested

Presentation Only Action/Presentation

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact): Discussion, consideration and possible direction regarding the future involvement of the Town in recycling.

List Attached Documents:

Estimated Presentation Time: 15 mins

Estimated Discussion Time: 15 mins

Reviews and Comments Completed by:

Town Manager: Russ Martin Department Head: _____

Town Attorney Comments: N/A Risk Management: Reviewed and prepared the agreement.

Finance Department No budget amount current exists for recycling costs.

Background Information: The Town was notified on May 1st that Sedona Recycles was no longer able to serve the community past May 31st because the truck they are using requires regular repair that limits the reach they were willing to go until a new truck or additional revenue to cover this expense becomes available. Staff has spent time looking at other options for Council consideration and presents the following as options, that may not be exhausting but hopefully will provide for enough discussion for ultimately a direction to be given.

Recommended Action (Motion): Select one or two options or variations of them for staff to further pursue:

Option A: Work with the County transfer station here in Camp Verde to acquire/place bins for recycled material at the transfer station and then transferring them through contract or staff.

Option B: Hire additional staff or reassign current staff to haul bins to Sedona Recycle or other locations that would accept the material.

Option C: Do a request for proposal identifying a location (or NOT) that could be use by a private company to contact for collection and transfer.

Option D: Do nothing, continue to allow those who pay or travel to sites in the valley and beyond to recycle.