



*Support your local merchants*

**AGENDA  
TOWN OF CAMP VERDE  
REGULAR SESSION  
MAYOR AND COUNCIL  
473 S. MAIN STREET, SUITE 106  
WEDNESDAY, NOVEMBER 7, 2018 at 6:30 P.M.**

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

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

**1. Call to Order**

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

**3. Pledge of Allegiance**

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

**a) Approval of the Minutes:**

1) Regular Session – October 3, 2018

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

1) Wednesday, November 14, 2018 at 5:30 p.m. – Work Session-CANCELLED

2) Wednesday, November 21, 2018 at 6:30 p.m. – Regular Session– Meeting CANCELLED per Resolution 2018-994

3) Wednesday, November 28, 2018 at 6:30 p.m. – Council Hears P&Z Matters

4) Wednesday, December 5, 2018 at 6:30 p.m. – Regular Meeting

**c) Council to award Bid #18-131, in Fiscal Year 2018/19 for Asphalt Paving on Aultman Parkway** to the Contractor: Asphalt Paving & Supply Inc., in the amount of \$106,666.66.

**5. Special Announcements and presentations.**

**5.1. Promotional ceremony and badge presentation for the promotion of Steve McClure to the position of Sergeant with the Marshal’s Office.** [Staff Resource: Marshal Corey Rowley and Commander Brian Armstrong]

**6. Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a

Page  
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matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to A.R.S. §38-431.01(H))

- Page 23
- 7. Business. Legal action can be taken.**
- 39 **7.1. Review and possible approval of Courier Agreement with Yavapai County Free Library District (YCFLD).** [Staff Resource: Kathy Hellman]
- 43 **7.2. 1-Year Review of Salt Mine Winery Use Permit.** [Staff Resource: Carmen Howard]
- 63 **7.3. Discussion, consideration and possible approval of an agreement to lease property generally described as land to the east of the current wastewater treatment plant on the property currently used for treatment as approximately, 1000 E State Route 260 to the Camp Verde Arena Association (CVAA). Including but not limited to use of Town-owned arena facility and financial investment in the initial phase(s) of the development of an arena and associated improvements on Town-owned property.** [Staff Resource: Russ Martin]
- 69 **7.4. Discussion, consideration and possible approval of changes and additions to the Comprehensive Economic Development Strategy (CEDS) for the Northern Arizona Council of Governments 2019 District Projects, Goals and Priorities that is submitted annually to the federal Economic Development Administration (EDA).** [Staff Resource: Russ Martin, Steve Ayers]
- 83 **7.5. Discussion, consideration and possible approval of job description update for Economic Development (ED) Director and creation of an ED Projects Manager to include but not limited to possible changes to the job description and salary plans within the ED Office.** [Staff Resource: Russ Martin]
- 7.6. Discussion, consideration and possible approval of the DRAFT Citizen Complaint Form and Procedures followed by direction to Staff.** [Staff Resource: Russ Martin, Carol Brown]
- 8. Call to the Public for items not on the agenda. (Please complete Request to Speak Card and turn in to the Clerk.)**
- 9. Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are: Camp Verde Schools Education Foundation, Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, Yavapai County Water Advisory Committee, and shopping locally. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.
- 10. Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council

member may request that the item be placed on a future agenda.

## 11. Adjournment

Posted by: \_\_\_\_\_ 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 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.

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**DRAFT MINUTES**  
**TOWN OF CAMP VERDE**  
**REGULAR SESSION**  
**MAYOR AND COUNCIL**  
**473 S MAIN STREET, SUITE 106**  
**WEDNESDAY, OCTOBER 3, 2018 at 6:30 P.M.**

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

**1. Call to Order**

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

**2. Roll Call**

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

**Also Present:** Finance Director Mike Showers, Town Clerk Judy Morgan, Commander Brian Armstrong, and Recording Secretary Jennifer Reed.

**3. Pledge of Allegiance**

Mayor German led the Pledge.

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

**a) Approval of the Minutes:**

- 1) Special and Work Sessions – September 12, 2018
- 2) Regular Session – September 19, 2018

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

- 1) Wednesday, October 10, 2018 at 5:30 p.m. – Work Session
- 2) Wednesday, October 17, 2018 at 6:30 p.m. – Regular Session
- 3) Wednesday, October 24, 2018 at 6:30 p.m. – Council Hears P&Z Matters
- 4) Wednesday, November 7, 2018 at 6:30 p.m. – Regular Session

**c) Possible approval of resolution 2018-1011, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona adopting the Yavapai County Multi-Jurisdictional Hazard Mitigation Plan 2018.** [Resource: Ron Long, Dorie Blair]

Councilor Jenkins noted a correction in the minutes of the Regular Session held on September 19, 2018. On page 18 of 45, Item 7.1, it should not say +/-, it should only say, "... increase ranging from 13-255%."

**Motion** was made by Councilor Gordon to approve the consent agenda with the noted corrections. Second was made by Councilor Baker. Motion carried unanimously with Mayor German, Vice Mayor Murdock, Councilors Whatley, Jenkins, Gordon, Baker and Buchanan

approving.

## **5. Special Announcements and presentations.**

### **5.1 Proclamation declaring October Fort Verde State Historic Park Month.**

Mayor German read the proclamation and declared it so.

### **5.2 Announcing LSTA Grant Funded project: Creation Station.** [Staff Resource: Nadia Torabi-Youth Services Librarian]

Youth Services Librarian Nadia Torabi gave a PowerPoint presentation on the Creation Station located in the Camp Verde Community Library. This is a dedicated space in the Children's Room for hands-on esteem projects for elementary students. It is made available through a Library Services and Technology Act (LSTA) Grant. This program will benefit the community and it's free, it will provide elementary students in activities outside of the school and it will help home-schooled students engage more in the community. The goal is to have teens guide the younger students. There will be an Open House Event Thursday, October 11<sup>th</sup> at 5 p.m.

### **5.3 Report from YAC (Youth Advisory Council) members who attended the 2018 League of Cities & Towns Annual Conference-Youth Program.** [Staff Resources: Zack Garcia & Youth Advisory Council teens]

Three Camp Verde Youth Advisory Council (YAC) Members attended the 2018 League of Cities & Towns Annual Conference with Zack Garcia. Mr. Garcia shared a PowerPoint presentation showing their day at the conference which included a video of the Parade of Flags Ceremony that shows Mayor German carrying the Town of Camp Verde's flag. Mr. Garcia suggested the YAC could carry the flag in the future. He stated the youth are planning to be involved in community projects, which include helping with Fort Verde Days, they will help pass out candy on Halloween and they will help decorate the Christmas trees at the Fort. Mr. Garcia allowed each member to share their conference experience.

Vice Mayor Murdock said she is very proud of the group and thanks them for doing this for the community.

Councilor Baker thanked them for the great report.

### **5.4 Presentation from the Camp Verde Marshal's Office announcing their participation in the Pink Patch Project, a Law Enforcement public awareness campaign designed to bring attention to the fight against breast cancer, beginning October 1 and running through the month of October 2018.** [Staff Resource: Brian Armstrong]

Commander Brian Armstrong said the Marshal's Office decided to participate in the Pink Patch Project which raises awareness for Breast Cancer Research. This is a Law Enforcement National Campaign that goes through the month of October. They decided to donate the money raised to the Yavapai Regional Medical Center, Breast Care Center. To raise donation monies they are selling patches for \$10 (\$9 will go to the Breast Cancer Center and \$1 will be kept to cover the cost of the patches). You can purchase a patch at the Marshal's Office or deputies will be carrying them around as well. They received a great response at National Night Out.

**5.5 Third Quarter 2018 Report (July – September 2018) from the Planning & Zoning Commission.** [Staff Resource: Melinda Lee]

Town Manager, Russ Martin stated the reports are “as submitted” unless there are questions from Council. The Council had no questions.

**5.6 Third Quarter 2018 Report (July – September 2018) from the Board of Adjustment and Appeals.** [Staff Resource: Melinda Lee]

Town Manager, Russ Martin stated the reports are “as submitted” unless there are questions from Council. The Council had no questions.

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

There were no public comments.

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

**7.1 Review, discussion and possible approval for Town of Camp Verde Finance Director to secure Lease Purchase Funding from Zions Bancorporation NA per the attached RFP (Request for Proposal) response.** [Staff Resource: Mike Showers]

Finance Manager Mike Showers stated they are recommending going with Zions Bancorporation NA (National Bank of Arizona) as the funding source, as it had the lowest interest rate, with no negative items detracting from the quote.

Councilor Gordon stated that he noticed the cost was down.

Councilor Jenkins asked if there will be any more CIP financing for this year after these purchases. Mr. Showers explained Council approved financing/payments up to a certain amount. This includes Enterprise Leasing and large equipment purchases. He spoke on the equipment on the list being all that is financed. All other equipment/vehicle purchases would be from “in house funds”. Town Manager Russ Martin clarified the payment amount budgeted for financing and Enterprise Leasing, which is only budgeted every 2-3 years. This reflects what Staff has determined to be needed for this time period.

**Motion** was made by Vice Mayor Murdock to approve the Town of Camp Verde Finance Director to secure Lease Purchase Funding from Zions Bancorporation NA per the attached RFP (Request for Proposal) response. Second was made by Councilor Gordon. Motion carried unanimously with Mayor German, Vice Mayor Murdock, Councilors Whatley, Jenkins, Gordon, Baker and Buchanan approving.

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

There were no public comments.

**9. Council Informational Reports.**

**Councilor Baker** had nothing to report.

**Councilor Gordon** attended several meetings:

- The Town of Prescott Meeting for the Big Chino Valley Pump Storage Project. He found it very interesting. He said it is a long process and there may be some advantages. They

have consented to buying 49,000 acres of property that they would take out of farming irrigation and that would not be able to be developed. There may be an opportunity there. If we can talk them into 100,000 acres and designate where that land is that they are going to take out, may be a better service than the water they are taking out. If you can stop the agriculture and housing developments permanently, that may solve some of Chino Valley and Prescott water problem. As much as he doesn't like the project at all, there may be some opportunities there. Let's not discount it off hand, but look at the possibilities.

- Multi-jurisdictional Hazard Mitigation Plan Meeting. Troy has been working on our mitigation plan for stormwater runoff. They are suggesting that for grant applications address each area in generic sense, describe the problems and then they can get that right into the systems to possibly get some grant money.
- Verde Connect Meeting, regarding the road connecting to Cornville. They showed alternate routes and asking for feedback.

**Vice Mayor Murdock** attended National Night Out and thanked everyone who participated.

**Councilor Whatley** attended several meetings:

- National Night Out and thanked everyone who participated. She was glad it was inside and there was a contingency plan.
- The Verde Connect Meeting. Randy Garrison wants to come to a Council Meeting to give an overview.

**Councilor Buchanan** attended several meetings:

- The League of Women Voters Mayor Forum. It was well attended.
- The Big Chino Valley Pump Storage Project. They took the train to Perkinsville and heard ideas and reviewed the time schedule (7-10 years). It's a-ways out and they haven't applied for anything yet.
- National Night Out which was well attended.
- Verde Connect which was well attended. He spoke about a posting on Facebook that said the Town was going to spend several millions of dollars on this project. The post was later pulled off of Facebook.

**Councilor Jenkins** attended several meetings:

- The League of Women Voters Mayor Forum.
- The Library Dedication and unveiling of the plaque.
- Special Olympics Bocce Tournament which was well attended.

**Mayor German** attended several meetings:

- The Yavapai College International Post-secondary Tour at the Clarkdale Campus.
- Special Olympics Bocce Tournament. 6 teams. Rainbow Acres sponsor.
- National Night Out where he worked with posse members. He wanted to applaud how it was set up.



- Met with APS Account Manager Becky Rudd.
- October 6, 2018 is Dark Skies Ceremony which starts at 2pm.

**10. Manager/Staff Report**

Commander Armstrong wanted to thank Mayor German, Russ Martin & Steve Ayers for doing the cooking at National Night Out and those who set up for the contingency plan. Steve Butler organized National Night Out and did a fantastic job! The Kiwanis Award went to Detective Michael Jardine.

Commander Armstrong also spoke about Steve McClure and Tom Baizel who were involved in the Special Olympics. They raised \$1,685.00 with "Tip a Cop" fundraiser.

Commander Armstrong stated the Marshal's Office was awarded a grant from Arizona Community Foundation, Sedona Chapter for animal control impound office. This will be paying for improvements. The Marshal's Office was profiled at the 2018 Awards celebration.

Town Clerk Judy Morgan asked how the Council would like to handle the need to canvass the election in November. Typically, she would have put it on the calendar for the November 21<sup>st</sup> meeting but that was canceled due to the proximity to Thanksgiving. She is not sure when they will receive the canvass from the County. She has a general idea, which would probably be the Friday before Thanksgiving week. She suggested waiting until receipt of the official canvass and then holding a Special Meeting for the Canvass of the General Election, which could be November 19, 20, 21 or 26? If Council has anything planned during that time which would limit their availability she would appreciate some feedback. Mayor German asked if it would be a short meeting. Ms. Morgan said it be long enough to do the canvass, the Certificate of Election, and the swearing-in of the candidates. This has to be done after the certified canvass is approved. Mr. Martin requests Council provide their schedules to Ms. Morgan to make sure there is a quorum. Ms. Morgan said they are tentatively trying to get the magistrate scheduled as well so he can do the swearing-in.

**11. Adjournment**

Mayor adjourned the meeting at 7:25 p.m.

Attest:

\_\_\_\_\_  
Mayor Charles German

\_\_\_\_\_  
Town Clerk, Judy Morgan

**CERTIFICATION**

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Council Meeting of the Town Council of Camp Verde, Arizona, held on October 3, 2018. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Judy Morgan, Clerk

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**Agenda Item Submission Form – Section I**

**Meeting Date: November, 07, 2018**

- Consent Agenda       Decision Agenda       Executive Session Requested
- Presentation Only       Action/Presentation       Special Session

**Requesting Department:** Public Works Department

**Staff Resource/Contact Person:** Ron Long, Dorie Blair, Russ Martin

**Agenda Title (be exact):** Council to award Bid #18-131, in Fiscal Year 18/19, for Asphalt Paving on Aultman Parkway, to the Contractor: Asphalt Paving & Supply Inc. in the amount of: \$106,666.66

**List Attached Documents:**

- Public Purchase Log
- Bid Tabulation
- AP&S Bid Schedule
- AP&S Bid Bond

**Estimated Presentation Time:** N/A

**Estimated Discussion Time:** N/A

**Reviews Completed by:** N/A

- Department Head:** Ron Long, and Town Manager, Russ Martin
- Town Attorney** – Approved/Signed

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

**Finance Director Comments/Fund:**

**Fiscal Impact:** Acct. # 03-480-20-871400

**Comments:** For the Fiscal year 2018/19 the Budgeted amount for the Chip Seal Project was approved for the amount \$700,000.00 The Chip Seal Project was completed for \$558,528.47 leaving \$141,471.53 in the account.

**Background Information:** The ADOT Highway Improvement Project on SR 260 included the installation of a round-a-bout that aligns with Aultman Parkway which now connects SR 260 to Old Hwy. 279. Aultman Parkway provides the primary access for numerous businesses located on Old Hwy 279 and Hayfield Draw Drive to SR 260 and currently exists as an asphalt millings surfaced road that needs to be paved to withstand the heavy truck traffic on a portion of Old Hwy. 279 and Aultman Parkway.

**Recommended Action (Motion):** Move to award Bid #18-131, in Fiscal Year 17/18, for Asphalt Paving on Old Hwy. 279 and Aultman Parkway, to the Contractor: Asphalt Paving & Supply in the amount of: \$106,666.66

## Public | Purchase™

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**1. Addendum**

By: dorieblair

Oct 17, 2018 2:15:34 PM MST

[Track Changes]

**2. Addendum**

Bid Package

By: dorieblair

Oct 22, 2018 9:13:49 AM MST

[Track Changes]

**3. Addendum**MARICOPA EDGE DETAIL 201  
(TYPE B) PDF ATTACHMENT

By: dorieblair

Oct 22, 2018 9:22:34 AM MST

[Track Changes]

## Bid RFP #18-131 - Old Hwy 279 & Aultman Parkway; Asphalt Paving

[\[Switch to Vendor View\]](#)
Bid Type **RFP**Bid Number **18-131**Title **Old Hwy 279 & Aultman Parkway; Asphalt Paving****Restricted Access Bid**Start Date **Oct 17, 2018 1:28:38 PM MST**End Date **Oct 25, 2018 2:00:00 PM MST**Agency **Town of Camp Verde**
 Bid Contact **Dorie Blair**  
 (928) 554-0823  
 dorie.blair@campverde.az.gov  
 395 S. Main Street  
 Camp Verde, AZ 86322

### Access Reports

View reports on who has been notified of the bid or accessed it.

[\[Notification report\]](#)  
[\[Access report\]](#)

### Questions

9 Questions

0 Unanswered

9 New Questions,

and

9 New Answers

[\[View/Ask Questions\]](#)

### Edit Bid

[\[Create Addendum\]](#)

### Description

#### Scope of Work

The Town of Camp Verde is seeking bids from our Job Order Contractors to pave portions of Old Hwy 279 and Aultman Parkway. The Town of Camp Verde will prepare the subgrade and base for the pavement work. The work to be bid will consist of a minor amount saw cutting and removal of existing asphalt, raising a Unisource valve cover, and asphalt paving in the following amounts.

#### Old Hwy 279

Starting at the end of the existing pavement located at North West end of Old Hwy 279 near the intersection with Aultman Parkway. The contractor shall saw cut the existing asphalt in preparation for match-up paving. (24-feet)

Raise the existing Unisource valve cover as needed.

From the end of the existing asphalt the contractor shall place asphalt paving, 3-inches thick by 24-foot wide, per the most recent MAG specifications for a distance of 850-feet. (2,267 SY)

#### Aultman Parkway

Starting at the end of the existing pavement from the fifth round-a-bout on SR 260 at the west end of Aultman Parkway. The contractor shall saw cut the existing asphalt in preparation for match-up paving. (24-feet)

From the end of the existing asphalt the contractor shall place asphalt paving, 3-inches thick by 24-foot wide, per the most recent MAG specifications for a distance of 1,150-feet. (3,067 SY)

**\* REVISED (10/22/18) PLEASE SEE ATTACHED MARICOPA EDGE DETAIL 201. TYPE B**

There will not be a mandatory pre-bid meeting on this project. Contractors are encouraged to inspect the condition of the site prior to preparing their bids.

ALL NECESSARY BONDS WILL BE REQUIRED: BID, PAYMENT, AND PERFORMANCE.

Bids will be accepted no later than 2:00 PM on Thursday, October 25, 2018 in the Public Works office located at; 395 S. Main Street, Camp Verde Arizona, 86322.

#### Delivery Information

Electronic Delivery will not be accepted. All bids must be delivered by US Mail or hand delivered to 395 S. Main Street Camp Verde Az 86322 on or before Thursday, October 25, 2018 at 2:00 P.M

#### PLEASE INCLUDE IN YOUR BID PACKAGE:

- \*Bid Tab
- \*Bid Bond
- \*Performance Agreement (REVISED:10/22/18  
Town will not require agreement)






#### ADDRESS ENVELOPE:

Old Hwy 279 & Aultman Parkway; Asphalt Paving.  
Project # 18-131  
Attn: Ron Long

#### Items Details

Code	Item	Qty	Unit	Brand
002	Hwy 279 Areal	1	EA	Hwy 279-Aultman

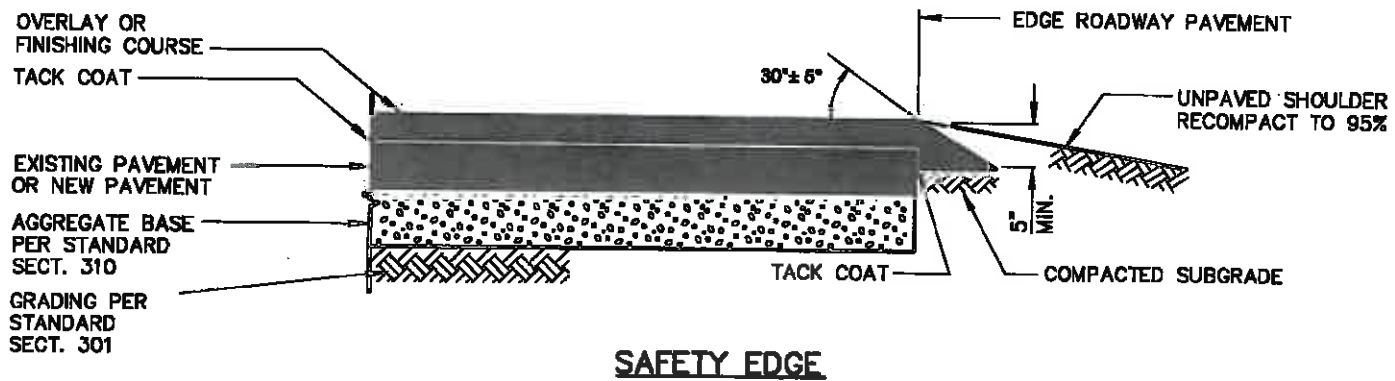
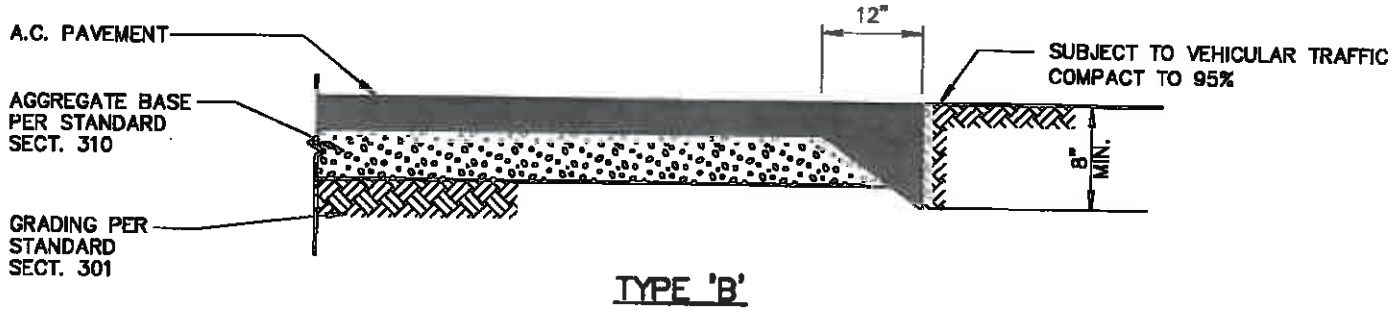
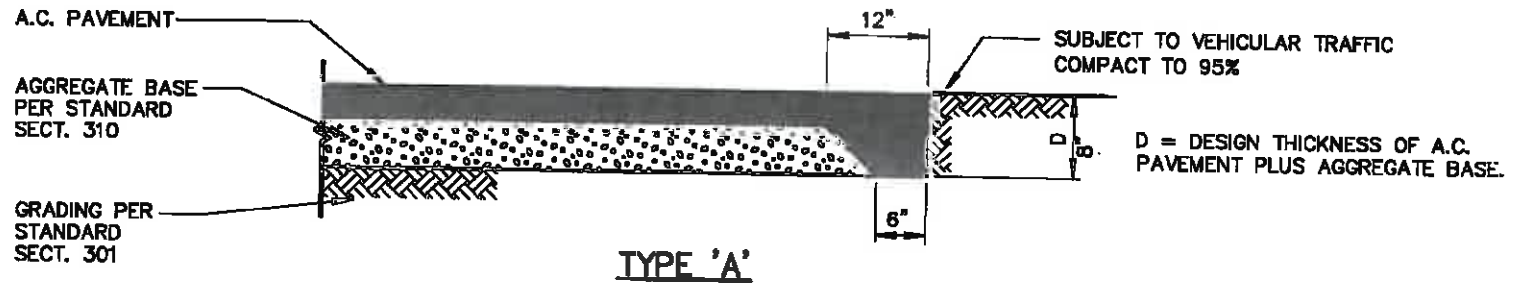
#### Documents

Name	Posting Date	Acceptance
 Sample Agreemer	Oct 17, 2018 12:45:58 PM MST	Yes
 insurance sample.	Oct 17, 2018 12:46:53 PM MST	Yes
 Aultman Pkwy Ma	Oct 17, 2018 1:09:36 PM MST	Yes
 18-131 Aultman F	Oct 17, 2018 2:15:04 PM MST	No
 Maricopa edge.p	Oct 22, 2018 8:55:10 AM MST	Yes

[Return to Bid](#)

Customer Support: [agency-support@publicpurchase.com](mailto:agency-support@publicpurchase.com) | Copyright 1999-2018 © | The Public Group, LLC. All rights reserved.





DETAIL NO. <b>201</b>		STANDARD DETAIL ENGLISH	ASPHALT PAVEMENT EDGE DETAILS	DATE 01-01-2013	DETAIL NO. <b>201</b>
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**TOWN OF CAMP VERDE**



**Bid Submission  
Project # 18-131  
Old Hwy 279 & Aultman Parkway; Asphalt Paving  
395 South Main Street  
Camp Verde, AZ 86322**

**BIDS DUE: October 25<sup>th</sup>, 2018  
2:00 P.M.**

COMPANY:	AMOUNT:
Mulcaire and Son	\$ 115,888.02
Kenny Construction	\$ 139,360.00
Asphalt Pav. & Supply	\$ 106,666.66
McDonald Brothers	\$ 147,377.09

Posted By: Donie Blair October 25<sup>th</sup> 2018 Date/Time

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Town of Camp Verde – Old Hwy 279 & Aultman Parkway; Asphalt Paving  
 Bid Schedule  
 Project # 18-131

Date: 10-25-2018

**COMPLETE AND RETURN – NO OTHER BID FORM WILL BE ACCEPTED**

Item No.	Description	Units:	Qty:	Unit Price:		
				Unit Cost:	Total Cost in Words:	Total in Figures:
1	Saw cut end of Pavement	LF	50	3.00	ONE HUNDRED AND FIFTY DOLLARS	150.00
2	Raise Unisource Valve Cover	EA	1	1,097.06	ONE THOUSAND, NINETY-SEVEN DOLLARS AND SIX CENTS	1,097.06
3	3" Asphalt Pavement: Per MAG Specifications	SY	5,335	19.76	ONE HUNDRED FIVE THOUSAND FOUR HUNDRED NINETEEN DOLLARS AND SEVEN CENTS	105,419.60

Bid Total: 106,666.66

Bid Amount in Words:

ONE HUNDRED SIX THOUSAND SIX HUNDRED SIXTY-SIX DOLLARS AND SIXTY-SIX CENTS

Bid Amount in Figures: \$ 106,666.66

Authorized Signature:



Date: 10/25/2018

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we Asphalt Paving and Supply, Inc.

2425 N. Glassford Hill Road, Prescott Valley AZ 86314

as Principal, hereinafter called the Principal, and Western Surety Company

151 N. Franklin St, Chicago, IL 60606

a corporation duly organized under the laws of the State of South Dakota as Surety, hereinafter

called the Surety, are held and firmly bound unto Town of Camp Verde - Public Works Department

395 South Main Street, Camp Verde, AZ 86322 as Obligee, hereinafter called the Obligee, in the sum of

Ten Percent (10%) of the Amount Bid Dollars (\$ \_\_\_\_\_),

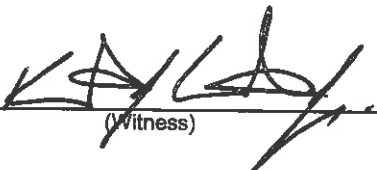
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Old Hwy 279 & Aultman Parkway Asphalt Paving Project #18-131

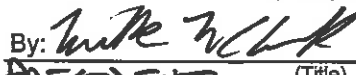
Camp Verde, AZ, Yavapai County

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of October, 2018.

  
\_\_\_\_\_  
(Witness)


Asphalt Paving and Supply, Inc.  
(Principal) (Seal)

By:   
PRESIDENT (Title)

  
\_\_\_\_\_  
(Witness)

Tammy Denning, Client Service Manager Senior

Western Surety Company  
(Surety) (Seal)

By:   
(Title)  
Jeri M. Frederick, Attorney-in-Fact

Printed in cooperation with the American Institute of Architects (AIA) by the CNA Insurance Companies.

The language in this document conforms exactly to the language used in AIA Document A310 - Bid Bond - February 1970 Edition.

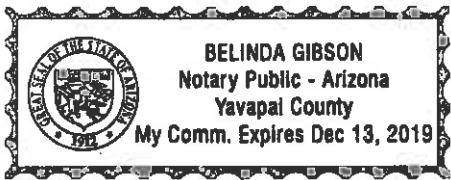
G-108041-A

**CORPORATE ACKNOWLEDGMENT**

STATE OF ARIZONA

COUNTY OF YAVAPAI

On this 25th day of October, 2018 before me personally appeared Mike McCormick to me known, who being by me duly sworn, that he/she is the President of the **Asphalt Paving and Supply, Inc.** the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.



Notary Public Belinda Gibson  
(Notary Seal)

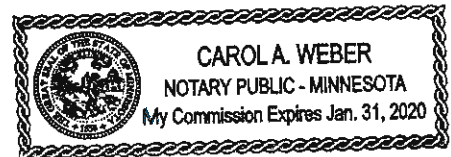
**ACKNOWLEDGMENT OF CORPORATE SURETY**

STATE OF MINNESOTA

COUNTY OF HENNEPIN

On this 25th day of October, 2018 before me appeared Jeri M. Frederick to be known, who being by me duly sworn, did say that she is the aforesaid Attorney-in-Fact of the **Western Surety Company**, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its Board of Directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, Carola Weber  
(Notary Seal)



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Mark A Gresser, Tony D Becker, David J Howard, Anita M Ficker, Carol A Weber, Jennifer L Lorang, Christina Gresser, Stacey Gohl, Jeri M Frederick, Michael B Baumann, Individually**

of Bloomington, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of March, 2018.



WESTERN SURETY COMPANY

*Paul T. Bruflat*  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 22nd day of March, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of October, 2018.



WESTERN SURETY COMPANY

*L. Nelson*  
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



**Agenda Item Submission Form – Section I**

**Meeting Date:** October 17, 2018

- Consent Agenda       Decision Agenda       Executive Session Requested
- Presentation Only       Action/Presentation       Work Session

**Requesting Department:** Marshal's Office

**Staff Resource/Contact Person:** Corey Rowley, Marshal / Brian Armstrong, Commander

**Agenda Title (be exact):** Promotional ceremony and badge presentation for the promotion of Steve McClure to the position of Sergeant with the Marshal's Office.

**List Attached Documents:**

**Estimated Presentation Time:** 10 Minutes

**Estimated Discussion Time:** 5 Minutes

**Reviews and comments Completed by:**

- Town Manager: \_\_\_\_\_  Department Head: Brian Armstrong
- Town Attorney Comments: \_\_\_\_\_
- Risk Management: \_\_\_\_\_
- Finance Department  
Fiscal Impact:  
Budget Code: \_\_\_\_\_ Amount Remaining: \_\_\_\_\_  
Comments:

**Background Information:**

The Camp Verde Marshal's Office would like to hold a brief promotional ceremony, which will consist of administering the oath of office and badge presentation for the newly promoted Sergeant. This promotion is to fill the sergeant position vacated in August due to a resignation from the agency.

On October 4, 2018 the Marshal's Office conducted a testing process for the position of sergeant. The process consisted of a written test, a practical live scenario, a table-top tactical scenario, and an interview with a panel of supervisors from within and outside of the Marshal's Office.

Deputy Steve McClure participated in the testing and performed very well passing all of the phases, and in addition has demonstrated good leadership skills during the time he was in the position of recruit training officer at the NARTA police academy and his time with this agency. Deputy McClure will be promoted to sergeant effective October 21,

2018 and the Marshal's Office would like to recognize this accomplishment before the Town Council by holding the promotional ceremony and swearing-in at the Council meeting on October 17, 2018.

***Recommended Action (Motion):***

N/A – Special Announcement

***Instructions to the Clerk:***



**Agenda Report form – Section I**

**Meeting Date:** November 7, 2018

- Consent Agenda       Decision Agenda       Executive Session Requested
- Presentation Only       Action/Presentation

**Requesting Department:** Library

**Staff Resource/Contact Person:** Kathy Hellman

**Agenda Title (be exact):** Review and possible approval of Courier Agreement with Yavapai County Free Library District

**List Attached Documents:** Courier Delivery Services Agreement

**Estimated Presentation Time:** 3

**Estimated Discussion Time:** 3

**Reviews and comments Completed by:**

- Town Manager: \_\_\_\_\_  Department Head: Kathy D Hellman
- Town Attorney Comments: see email exchange attached
- Risk Management: \_\_\_\_\_
- Finance Department  
**Fiscal Impact:**  
**Budget Code:** \_\_\_\_\_ **Amount Remaining:** \_\_\_\_\_  
**Comments:**

**Background Information:** The owners of Yavapai Courier retired at the end of FY2018 leaving a gap in services. With approval from the County Supervisors, the Yavapai County Free Library District stepped in with a plan that improved delivery schedules, decreased the amount of time material is in transit between libraries and saves money on transit costs for county libraries.

**Recommended Action (Motion):** Approve the Courier Delivery Services Agreement

**Instructions to the Clerk:** I will need the laptop and projector. Thank you!

## COURIER DELIVERY SERVICES AGREEMENT

Contract # \_\_\_\_\_

This Agreement for Courier Delivery Services (hereinafter this “Agreement”) with an effective date of July 1, 2018, is entered into by and between the Yavapai County Free Library District, a special taxing subdivision of the State of Arizona (hereinafter referred to as the “DISTRICT”), and the Town of Camp Verde, a(n) municipal corporation by and through its Camp Verde Community Library (hereinafter referred to as “LIBRARY”). DISTRICT and LIBRARY may each be referred to individually as a “Party” or “party,” and collectively as the “Parties” or “parties.”

### RECITALS

**WHEREAS**, the DISTRICT is a county free library district established and maintained pursuant to A.R.S. § 11-901; and,

**WHEREAS**, the DISTRICT is a special taxing subdivision of the State of Arizona established in 1987 for the purpose of providing library services to participating town and city libraries and unincorporated areas of Yavapai County, pursuant to A.R.S. §§ 48-3901 *et seq.*; and,

**WHEREAS**, the DISTRICT is authorized to exercise the powers granted generally to municipal corporations by the constitution and laws of the State of Arizona, pursuant to A.R.S. § 48-3902; and,

**WHEREAS**, LIBRARY is a member of the Yavapai Library Network, a group of specific libraries that collaborate with other specific libraries and entities in Yavapai County, Arizona, for library products and services and has entered into a Library Support Agreement with the DISTRICT.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, it is agreed:

- 1. Term.** This Agreement will commence on July 1, 2018, and will terminate on June 30, 2019, unless sooner terminated or further extended pursuant to the provisions of this Agreement. Thereafter, this Agreement will automatically renew for supplemental one-year terms of up to a maximum of five (5) one-year terms.
- 2. Termination.** The parties may terminate or cancel this Agreement at any time for any reason, with or without just cause, with ninety (90) days written notice to the other party specifying the termination date.
- 3. Non-appropriation of funds.** LIBRARY recognizes and acknowledges that the DISTRICT is a governmental entity and this Agreement’s validity is based upon the availability of public funding. Notwithstanding any other provision in this Agreement, in the event public funds are not appropriated for the performance of DISTRICT’s obligations under this



Agreement, then DISTRICT shall notify LIBRARY in writing of any such non-allocation of funds at the earliest possible date, and this Agreement will terminate or shall automatically expire without penalty to the DISTRICT. If the DISTRICT's allocation of funds is reduced, then the scope of this Agreement may be reduced, if appropriate and agreed to in writing by the Parties, or this Agreement may be cancelled.

#### **4. DISTRICT Obligations.**

- a. DISTRICT will provide courier services in accordance with the schedule and routes specified on Exhibit A attached hereto. DISTRICT will commit to consistent delivery times and make every effort to conform to the schedule provided to LIBRARY; however, DISTRICT reserves the right to change the schedule from time-to-time with seven (7) days advance written notice to LIBRARY
- b. DISTRICT will provide, at no additional cost to LIBRARY, all labor, vehicles, gasoline, insurance and equipment as required to perform courier services in accordance with this Agreement.
- c. DISTRICT will provide a smoke and chemical free environment in an enclosed vehicle for the transport of all library materials and documents to and from designated locations as identified on Exhibit A attached hereto.
- d. DISTRICT warrants it has capacity to carry seventy (70) containers/totes per trip, but the total number of totes will vary depending on route and from week to week. If DISTRICT does not have enough capacity to carry any containers/totes in excess of 70 containers/totes per trip, LIBRARY understands and agrees that any excess containers/totes may be left until the next scheduled trip from that location.
- e. DISTRICT will provide all necessary containers/totes for the transport of LIBRARY materials.
- f. DISTRICT provided containers/totes for library materials will be primarily plastic measuring approximately 22 x 16 x 9 inches. Occasionally, additional packaged materials of varying sizes (both larger and smaller) will be allowed for transport at the sole discretion of DISTRICT.
- g. DISTRICT is not responsible for any damage or loss to property and items provided by LIBRARY. DISTRICT will promptly notify LIBRARY if it identifies any damage or loss.
- h. DISTRICT will notify LIBRARY in advance if for any reason a pick-up and delivery will not occur according to the schedule and routes on Exhibit A attached hereto, and LIBRARY acknowledges and agrees that DISTRICT does not provide courier services on Yavapai County holidays.
- i. DISTRICT may modify the schedule and routes on Exhibit A attached hereto to

accommodate additional stops or improve courier performance at its sole discretion.

- j. DISTRICT shall submit to LIBRARY on an annual basis itemized invoices or itemized credit from LIBRARY's contribution. LIBRARY shall pay DISTRICT within thirty (30) days of receipt of invoices.

**5. LIBRARY Obligations.**

- a. LIBRARY will provide DISTRICT with keys and necessary security access to its LIBRARY locations.
- b. LIBRARY will pack all LIBRARY materials in DISTRICT provided containers/totes for transport by DISTRICT. LIBRARY will promptly notify DISTRICT if it identifies any damage or loss to containers/totes and if LIBRARY requires any additional containers/totes.
- c. LIBRARY will clearly designate the respective destination on each container/tote of LIBRARY materials to be transported.
- d. If LIBRARY does not or will not have LIBRARY materials ready for DISTRICT on a regularly scheduled pickup or delivery in accordance with the Courier Schedule and Routes on Exhibit A attached hereto, then LIBRARY shall still be obligated to pay for such scheduled pickup or delivery, but such library materials will not be transported until the next scheduled pickup.
- e. LIBRARY is responsible for any damage or loss to LIBRARY's property and items. LIBRARY will promptly notify DISTRICT if it identifies any damage or loss to LIBRARY's property.
- f. LIBRARY shall be responsible to pay for courier services either by invoice or from itemized statements in accordance with the Cost Distribution Formula outlined on Exhibit B attached hereto. If LIBRARY receives an invoice, it shall pay the DISTRICT within thirty (30) days of receipt of invoice.

**6. Insurance.** The parties shall maintain appropriate insurance. Certificates of Insurance shall be provided to a party upon request.

**7. Mutual Indemnification.** To the maximum extent permitted by law, each Party (as "**Indemnitor**") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers (as "**Indemnitee**") from and against any and all claims, losses, liability, costs or expenses to which any Indemnitee may become subject under any theory of liability whatsoever, including reasonable attorney's fees, court costs and the costs of appellate proceedings arising out of actions taken in performance of this Agreement (hereinafter collectively referred to as "**Claims**") to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. This indemnity includes any claim

or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Indemnitor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. In the event that any claim is made against either party for acts or omissions of the other party, it is the intent of the Parties to cooperate in the defense of such claim and to the extent possible, cause their insurers to cooperate in such defense.

- 8. Notices.** All notices under this Agreement must be in writing and sent to the appropriate person. Notices will be deemed properly given if sent by certified U.S. mail, postage prepaid, return receipt requested, addressed as follows:

**DISTRICT**

Yavapai County Free Library District  
Attn: Corey Christians, Director  
1971 Commerce Center Circle, Ste. D  
Prescott, Arizona 86301

**LIBRARY**

Camp Verde Community Library  
Attn: Kathy D. Hellman, Director  
130 Black Bridge Road  
Camp Verde AZ 86322

DISTRICT and LIBRARY shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party. Notice is effective on the date of actual receipt or three days after the date of mailing, whichever is earlier.

- 9. Independent Contractor.** The status of DISTRICT will be that of an independent contractor. Neither DISTRICT nor DISTRICT's officers, agents, employees, or volunteers will be considered an employee or volunteer of LIBRARY. DISTRICT will be solely responsible for DISTRICT's operation(s).
- 10. Assignment.** LIBRARY is prohibited from assigning, transferring, conveying, or otherwise disposing of its obligations under this Agreement, in whole or in part, or its power to execute such agreement to any other person, company, or corporation without the prior written consent of the DISTRICT. Any such written consent may be withheld by DISTRICT at the sole discretion of the DISTRICT.
- 11. Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. The Parties' employees shall not be considered employees of the other Party, and neither Party's personnel will, by virtue of this Agreement, be entitled or eligible, by reason of this Agreement, to participate in any benefits or privileges given or extended by the other Party to its employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 12. Third Parties.** Nothing in this Agreement shall be deemed to create any right in any person not a party hereto other than for DISTRICT and a permitted successor or assignee. This Agreement shall not be construed in any respect to be a contract in whole or in part for the

benefit of a third party.

- 13. Conflict of Interest.** This Agreement is subject to cancellation pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.
- 14. Waiver.** No waiver of any default of DISTRICT or LIBRARY hereunder shall be implied from any omission or refusal to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in such express waiver and that only for the time and to the extent therein stated. One or more waivers by DISTRICT or LIBRARY of any term of this Agreement shall not be construed as a waiver of a subsequent breach or default of the same covenant, term or condition.
- 15. Governing Law.** This Agreement shall in all respects be interpreted and construed in accordance with and governed by the laws of the State of Arizona. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. LIBRARY consents to the non-exclusive jurisdiction of courts situated in Yavapai County, Arizona, in any action arising under this Agreement.
- 16. Material Change in Law or Regulation.** Any changes in the governing laws, rules, or regulations that do not materially affect the parties' obligations under this Agreement will apply but do not require an amendment. In the event of adoption of legislation, regulations, or instructions or the initiation of an enforcement action by a governmental agency, any of which materially affects the legality of this Agreement or the relationship among the parties hereto, either party may propose amendments to this Agreement to bring this Agreement into conformity with such laws. If DISTRICT and LIBRARY are unable to reach agreement on the renegotiation of this Agreement within thirty (30) days of the initiation of negotiations, then either party may terminate this Agreement upon written notice to the other party.
- 17. Severability/Unenforceable Provisions.** In the event that any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected and effect shall be given to the intent manifested by the provisions held enforceable and valid. If any of the provisions of this Agreement are inapplicable to a person or circumstance, the same provisions shall remain applicable to all other persons and circumstances.
- 18. Alternative Dispute Resolution.** In the event of any dispute, DISTRICT and LIBRARY will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
- 19. Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.

- 20. Legal Arizona Workers Act Compliance.** The Parties hereby warrant that they will at all times during the term of this this Agreement comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the “State and Federal Immigration Laws”). A breach of the foregoing warranty shall be deemed a material breach, and the parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The parties retain the legal right to inspect the papers of each contractor or subcontractor employee who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.
- 21. Non-Discrimination.** The Parties shall comply with the Office of the Arizona Governor Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- 22. Americans With Disabilities Act.** LIBRARY shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.
- 23. Compliance with Law.** The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreement, including, but not limited to, environmental laws.
- 24. Written Certification Pursuant to A.R.S. § 35-393.01.** The Parties are not currently engaged in, and agree for the duration of this Agreement to not engage in, a boycott of Israel.
- 25. Parol Evidence.** This Agreement is intended by the Parties as a final and complete expression of their Agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Agreement.
- 26. Entire Agreement.** This Agreement and the Contract Documents contain the entire, integrated agreement of the Parties and there are no oral agreements, understandings, or representations relied upon by the Parties. This Agreement supersedes and merges all prior negotiations, representations, or agreements, whether written or oral. Any modifications or amendments to this Agreement must be in writing and signed by all Parties.
- 27. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. Each of

the Parties may sign any number of copies of this Agreement. Each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.

**28. Legal Agreement.** This Agreement is an important, binding legal document, and each Party warrants it has had an opportunity to consult with an attorney about the terms set forth herein. By signing this Agreement, each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute this Agreement and understands the meaning of all terms contained herein and agrees to their application and enforceability.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officials.

**DISTRICT:**

Yavapai County Free Library District

\_\_\_\_\_  
Rowle P. Simmons, Chairman

\_\_\_\_\_  
Date

**LIBRARY:**

\_\_\_\_\_, a(n) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

**EXHIBIT A**  
**COURIER SCHEDULE AND ROUTES**

**BIG 5 ROUTE – MONDAYS, WEDNESDAYS, AND FRIDAYS (except for Yavapai County holidays)**

Library District to	Cottonwood Public Library (MUHS too) 100 S 6 <sup>th</sup> Street, Cottonwood
Cottonwood to	Sedona Public Library 3250 White Bear Road, Sedona
Sedona to	Sedona/Village of Oak Creek Library Bell Rock Plaza, Suite 51A, Sedona
Oak Creek to	Beaver Creek Library @ Beaver Creek School 4810 E. Beaver Creek Road, Rimrock
Beaver Creek to	Camp Verde Community Library (CVUSD too) 130 Black Bridge Loop Road, Camp Verde
Camp Verde to	Prescott Valley Public Library (BMHS & PVA2) 7410 E Civic Circle, Prescott Valley
Prescott Valley to	Yavapai County Free Library District 1971 Commerce Center Circle, Prescott

**BIG 5 ROUTE – TUESDAYS AND THURSDAYS (except for Yavapai County holidays)**

Library District to	Clark Memorial Library (Jerome too) 39 N Ninth Street, Clarkdale
Clarkdale to	Cottonwood Public Library (MUHS too) 100 S 6 <sup>th</sup> Street, Cottonwood
Cottonwood to	Sedona Public Library 3250 White Bear Road, Sedona
Sedona to	Sedona/Village of Oak Creek Library Bell Rock Plaza, Suite 51A, Sedona
Oak Creek to	Camp Verde Community Library (CVUSD too) 130 Black Bridge Loop Road, Camp Verde
Camp Verde to	Prescott Valley Public Library (BMHS & PVA2) 7410 E Civic Circle, Prescott Valley
Prescott Valley to	Yavapai County Free Library District 1971 Commerce Center Circle, Prescott

**EXHIBIT A**  
**COURIER SCHEDULE AND ROUTES**

**WEST ROUTE – WEDNESDAYS AND FRIDAYS (except for Yavapai County holidays)**

Library District to	Paulden Public Library 16 W Big Chino Road, Paulden
Paulden to	Ash Fork Public Library 450 W Lewis Avenue, Ash Fork
Ash Fork to	Seligman Public Library 54170 N Floyd Street, Seligman  Seligman Justice Court (Next door) 54170 N Floyd Street, Seligman
Seligman to	Bagdad Yarnell Justice Court 100 Main Street, Bagdad  Bagdad Public Library 700 Palo Verde #C, Bagdad
Bagdad to	Congress Public Library 26750 Santa Fe Road, Congress
Congress to	Yarnell Justice Facility 22691 Looka Way, Yarnell  Yarnell Public Library 22278 South Highway 89, Yarnell
Yarnell to	Wilhoit Public Library 9325 Donegal Drive, Suite B, Wilhoit
Wilhoit to	Yavapai County Free Library District 1971 Commerce Center Circle, Prescott

**SOUTHEAST ROUTE – TUESDAYS AND THURSDAYS (except for Yavapai County holidays)**

Library District to	Dewey-Humboldt Public Library 2735 S Corral Street, Dewey-Humboldt
Dewey-Humboldt to	Mayer Public Library (MES too) 10004 Wicks Avenue, Mayer
Mayer to	Spring Valley Public Library



**EXHIBIT A**  
**COURIER SCHEDULE AND ROUTES**

17300 E Mule Deer Drive, Spring Valley

Spring Valley to                      Black Canyon City Community Library  
34701 S Old Black Canyon Hwy, Black Canyon City

Black Canyon City to                Cordes Lakes Public Library  
15989 S Cordes Lakes Drive, Cordes Lakes

**SOUTHEAST ROUTE – TUESDAYS (except for Yavapai County holidays)**

Cordes Lakes to                      Yavapai County Free Library District  
1971 Commerce Center Circle, Prescott

**SOUTHEAST ROUTE – THURSDAYS (except for Yavapai County holidays)**

Cordes Lakes to                      Orme School of Arizona Library  
1000 E Orme School Road, Orme

**SUNDAY ROUTE**

Library District to                  Clark Memorial Library (JER too)  
39 N Ninth Street, Clarkdale

Clarkdale to                          Cottonwood Public Library (MUHS too)  
100 S 6<sup>th</sup> Street, Cottonwood

Cottonwood to                      Sedona Public Library  
3250 White Bear Road, Sedona

Sedona to                              Camp Verde Community Library (CVUSD too)  
130 Black Bridge Loop Road, Camp Verde

Camp Verde to                      Cordes Lakes Public Library  
15989 S Cordes Lakes Drive, Cordes Lakes

Cordes Lakes to                      Black Canyon City Community Library  
34701 S Old Black Canyon Hwy, Black Canyon City

Black Canyon City to                Spring Valley Public Library  
17300 E Mule Deer Drive, Spring Valley

Spring Valley to                      Mayer Public Library (MES too)  
10004 Wicks Avenue, Mayer

Mayer to                                Dewey-Humboldt Public Library  
2735 S Corral Street, Dewey-Humboldt

**EXHIBIT A**  
**COURIER SCHEDULE AND ROUTES**

Dewey-Humboldt to Prescott Valley Public Library (BMHS & PVA2)  
7410 E Civic Circle, Prescott Valley

Prescott Valley to Yavapai County Free Library District  
1971 Commerce Center Circle, Prescott

## EXHIBIT B COST DISTRIBUTION FORMULA

Costs will be determined utilizing several factors that are performance based. This method ensures fair distribution of costs. The factors, their description and their percentage of the total are as follows:

Factor	Weight	Running Total
Base Amount	25%	25%
Miles from Sorting Facility to Drop-off Library	25%	50%
Annual Transits	20%	70%
Weekly Runs	30%	100%

The percentages are applied to the overall cost of courier services.

An example application of the formula (values for factors are for demonstration of the formula only and are not based on actual values):

EXAMPLE COURIER COST DISTRIBUTION FORMULA (NOT BASED ON ACTUAL VALUES)									
Library	Base Amt	25%	Miles from start	25%	Transits (Borrowed)	20%	Runs	30%	Anticipated
Library 1	1	\$892.86	50	\$1,008.06	4000	\$145.93	2	\$468.75	\$2,515.60
Library 2	1	\$892.86	60	\$1,209.68	20000	\$729.66	6	\$1,406.25	\$4,238.45
Library 3	1	\$892.86	65	\$1,310.48	25000	\$912.08	5	\$1,171.88	\$4,287.29
Library 4	1	\$892.86	10	\$201.61	50000	\$1,824.15	6	\$1,406.25	\$4,324.87
Library 5	1	\$892.86	40	\$806.45	8000	\$291.86	6	\$1,406.25	\$3,397.42
Library 6	1	\$892.86	40	\$806.45	30000	\$1,094.49	6	\$1,406.25	\$4,200.05
Library 7	1	\$892.86	45	\$907.26	50	\$1.82	1	\$234.38	\$2,036.31
<b>Total</b>	<b>7</b>	<b>\$6,250.00</b>	<b>310</b>	<b>\$6,250.00</b>	<b>137050</b>	<b>\$5,000.00</b>	<b>32</b>	<b>\$7,500.00</b>	<b>\$25,000.00</b>

## Kathy Hellman

---

**From:** Bill Sims <wjsims@simsmurray.com>  
**Sent:** Tuesday, October 16, 2018 5:12 PM  
**To:** Kathy Hellman  
**Subject:** RE: Insurance Cert.

Kathy:

They really did not address the renewal issue. The last draft gave them the unilateral right to terminate. I wanted it changed so that both would have to agree. This now says there is automatic extension. That is not what I aske for, but we can live with it if you know that to prevent extension, you just terminate upon 90 days notice. For the insurance: you will need to stay on top of getting the Certificate of Insurance and confirming you are named as an additional insured. If possible, you should ask to be named as an additional insured.

**1. Term.** This Agreement will commence on July 1, 2018, and will terminate on June 30, 2019, unless sooner terminated or further extended pursuant to the provisions of this Agreement. Thereafter, this Agreement will automatically renew for supplemental one-year terms of up to a maximum of five (5) one-year terms.

**2. Termination.** The parties may terminate or cancel this Agreement at any time for any reason, with or without just cause, with ninety (90) days written notice to the other party specifying the termination date.

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**From:** Kathy Hellman <Kathy.Hellman@campverde.az.gov>  
**Sent:** Monday, October 15, 2018 1:59 PM  
**To:** Bill Sims <wjsims@simsmurray.com>  
**Subject:** FW: Insurance Cert.

Hello!

A few weeks ago you sent me the attached YCFLD Courier Contract with your comments. Since then our District Librarian has made requested changes and resubmitted the final version. I also asked you question about insurance. Please see the answer below.

Are we good to go on this. I would like to take it to Council for approval the first meeting in November.

Thank you,  
Kathy

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**From:** Corey Christians [<mailto:Corey.Christians@yavapai.us>]  
**Sent:** Monday, October 15, 2018 1:52 PM  
**To:** Kathy Hellman  
**Subject:** FW: Insurance Cert.

Does the answer below work?

**Corey Christians, MLIS**  
Director/County Librarian



Yavapai County Free Library District  
1971 Commerce Center Circle, Suite D  
Prescott, AZ 86301  
Phone: (928)771-3191  
Cell: (928)830-5996  
[corey.christians@yavapai.us](mailto:corey.christians@yavapai.us)

---

**From:** Amy Ness  
**Sent:** Monday, October 15, 2018 1:32 PM  
**To:** Corey Christians <[Corey.Christians@yavapai.us](mailto:Corey.Christians@yavapai.us)>  
**Cc:** Judy Meadows <[Judy.Meadows@yavapai.us](mailto:Judy.Meadows@yavapai.us)>  
**Subject:** RE: Insurance Cert.

The Library District is covered under the County's policy, so once there is an agreement in place, we can provide a certificate of insurance. We will just need a copy of the approved contract. Is that what you were looking for? Just confirmation that we can provide proof of insurance?

Thank you,

*Amy Ness*

HR Specialist  
Yavapai County  
Human Resources & Risk Management  
(928) 442-5360

---

**From:** Corey Christians  
**Sent:** Monday, October 15, 2018 12:08 PM  
**To:** Amy Ness <[Amy.Ness@yavapai.us](mailto:Amy.Ness@yavapai.us)>  
**Cc:** Judy Meadows <[Judy.Meadows@yavapai.us](mailto:Judy.Meadows@yavapai.us)>  
**Subject:** Insurance Cert.

Please see item #6. The agreement has not been approved by the Board yet. It is currently being approved by the various governing authorities that we are partnering with.

Thanks,

Corey

**Corey Christians, MLIS**  
Director/County Librarian



Yavapai County Free Library District  
1971 Commerce Center Circle, Suite D  
Prescott, AZ 86301  
Phone: (928)771-3191  
Cell: (928)830-5996  
[corey.christians@yavapai.us](mailto:corey.christians@yavapai.us)

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Furthermore, to ensure compliance with the Open Meeting Law, Council or Board/ Commission / Committee members who are recipients of this message should not forward it to other members of the Council or Board / Commission / Committee of the Town of Camp Verde. Council Members or Board / Commission / Committee 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 / Committee members.

Please consider our environment before printing this email. 

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**Hours of operations for all Town offices are Monday - Thursday 7 am to 5 pm and Friday 7 am to 11 am.**

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Please consider our environment before printing this email. 

Agenda Item 7.2.



Town of Camp Verde

**Exhibit A - Agenda Item Submission Form – Section I**

Meeting Date: November 7, 2018

- Consent Agenda       Decision Agenda       Executive Session Requested  
 Presentation Only       Action/Presentation

Requesting Department: Community Development

Staff Resource/Contact Person: Carmen Howard, Community Development Director

Agenda Title (be exact): **1 Year Review of Salt Mine Winery Use Permit.**

List Attached Documents:

1. Resolution 2017-982

Estimated Presentation Time: 5

Estimated Discussion Time: 5

Reviews Completed by:

- Department Head:

Carmen Howard, Community Dev Director

- Town Attorney Comments:

**Background Information:**

An application for Use Permit #20170168, was submitted by Kevin Norton, owner of Salt Mine Winery, located at 536 W Salt Mine Rd, which is approximately 7.71 acres for Agri-tourism in a residentially zoned property, RR (Residential-Rural) for the purpose of sampling and selling wine produced on the property and vineyard tours. The Use Permit was approved after receiving a favorable recommendation by the Planning and Zoning Commission with conditions (see attached copy of Resolution 2017-982). Conditions of the Use Permit require:

1. This Use Permit shall be in perpetuity, with a review in one year to evaluate potential impacts on the surrounding neighborhood.
2. The use will be conditional based on compliance with the Town of Camp Verde adopted Fire Code.
3. Hours open to the public are limited to Saturdays and Holidays from 10 am to 4 pm.

Staff has not received any comments from the surrounding neighbors relating to any adverse impacts to the area from this use and based on good stewardship of the Use Permit Staff requests Council approval to remove the aforementioned conditions. Salt Mine Winery has complied with the other conditions and may desire to extend the hours of operation.

***Recommended Action (Motion):***

**A MOTION TO REMOVE THE CONDITIONS FROM RESOLUTION 2017-982, SALT MINE WINERY USE PERMIT 20170168.**





**RESOLUTION NO. 2017-982**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ON USE PERMIT 20170168, AN APPLICATION SUBMITTED BY KEVIN NORTON, OWNER OF SALT MINE WINERY, PARCEL 404-28-032B, LOCATED AT 536 W SALT MINE RD WHICH IS APPROXIMATELY 7.71 ACRES. THE PROPERTY OWNER IS REQUESTING A USE PERMIT TO ALLOW FOR AGRI-TOURISM IN A RESIDENTIAL NEIGHBORHOOD ZONED R-R (RESIDENTIAL-RURAL) FOR THE PURPOSE OF SAMPLING AND SELLING WINE PRODUCED ON THE PROPERTY AND VINEYARD TOURS.**

The Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona do hereby resolve as follows:

1. The Common Council hereby finds as follows:
  - A. A request for approval of Use Permit 20170168 was filed by Kevin Norton, owner of Parcel 404-28-032B, located at 536 W Salt Mine Rd, Camp Verde, Arizona. The parcel is zoned R-R (Residential-Rural) and the proposed uses (Agri-Tourism) are permitted under such zoning with a Use Permit.
  - B. The request was reviewed by the Planning and Zoning Commission on July 6, 2017 and by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona on July 26, 2017 in public hearings that were advertised and posted according to State Law.
  - C. A neighborhood meeting was held on May 4, 2017 by the applicant to provide for citizen review pursuant to ARS §9-462.03 and as required by the Town of Camp Verde Planning and Zoning Ordinance, Part Six, Section 601 (Zoning Decisions) A. – Zoning Ordinance Amendment Applications and Hearings, 3.a-e.
  - D. The purpose of the use will not constitute a threat to the health, safety, welfare or convenience to the general public and should be approved and the Council hereby finds that the uses covered by the Use Permit and the manner of its conduct will not be detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood or to the public welfare generally and the uses shall be in conformity to the conditions, requirements and standards of the Town of Camp Verde Planning and Zoning Ordinance.
  - E. The Waiver of Diminution in Value Claim has been signed by the owner and is attached as Exhibit A.

The Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona do hereby approve Use Permit 20170168 in perpetuity, subject to the limitations of Part Six, Section 601 – Zoning Decisions, C – Use Permit Approvals, Subsection 2, for the purpose of selling and operating a wine tasting room as authorized by Arizona Domestic Farm Winery License #13133013 and all other uses allowed under Agri-Tourism with the following findings:

1. The use of this property shall be operated and maintained in a manner consistent with the general provisions of the Town of Camp Verde Planning and Zoning Ordinance per Part Two, Section 203 – Use Districts, D. - R-R District (Residential-Rural), 3.f. Agri-Tourism.

Resolution 2017-982  
July 26, 2017

2. Per Part Six, Section 601 – Zoning Decisions, C – Use Permit Approvals, 1.e The Use Permit is valid and operable only for the specific use as granted and subject to any specified time limit. No such use may be modified, changed, altered or increased in intensity, in any manner that conflicts with the Use Permit and/or required conditions of approval, without approval of a new Use Permit.

The following stipulations would be in place:

1. This Use Permit shall be in perpetuity, with a review in one year to evaluate potential impacts on the surrounding neighborhood.
2. The use will be conditional based on compliance with the Town of Camp Verde adopted Fire Code.
3. Hours open to the public are limited to Saturdays and Holidays from 10 am to 4 pm.

All of the requested uses to continue with no time limit, but are subject to the requirements of Part 6, Section 601 – Zoning Decisions, C. – Use Permit Approvals, 1. and 2. of the Town of Camp Verde Planning and Zoning Ordinance.

**PASSED AND ADOPTED AT A REGULAR SESSION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA ON JULY 26, 2017.**

  
Charles C. German, Mayor      Date: 7-27-2017

Attest:

  
Judith Morgan, Town Clerk      Date: 8/10/17

Approved As To Form:

  
Town Attorney

Agenda Item 7.3.



*Town of Camp Verde*

**Meeting Date: November 7, 2018**

- Consent Agenda*       *Decision 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 approval of an agreement to lease property generally described as land to the east of the current wastewater treatment plant on the property currently used for treatment at approximately 1000 E State Route 260 to the Camp Verde Arena Association (CVAA). Including but not limited to use of Town-owned arena facility and financial investment in the initial phase(s) of the development of an arena and associated improvements on Town-owned property.*

**List Attached Documents:**

*Draft Agreement*

*Power Point (Draft at time of Agenda deadline)*

*Arena drawing/additional panel needs*

**Estimated Presentation Time:**    *15 minutes*

**Estimated Discussion Time:**    *25 minutes*

**Reviews Completed by:**

- Department Head:** *Russ Martin (comments included in report)*
- Town Attorney Comments:** *Attached is the proposed agreement that needs to have several issues addressed some of which are included in the other comments below. The attorney is suggesting a completely different version considering the potential liabilities and more significantly the constitutional requirements ("Gift" clause) that a restructuring would help accomplish. He would like to work on providing a lease agreement that would clearly address Town position and liabilities to avoid future legal issues.*
- Finance Department:** *Currently not in the budget, nor has it been part of the strategic plan to date. Budget policies on transfers or changes will need Council direction. The proposed amount would need to come potentially from reserves (CIP miscellaneous budget) as we are not currently above projected budgeted revenue, normal for this time of year.*

**Background Information:** The Camp Verde Arena Association (CVAA) is proposing to lease for a term of 99 years the eastern most portion of the wastewater treatment facility for use as a rodeo arena and associated facilities. This lease as governed by the attached proposed lease is requested with the intent to allow the CVAA to control the usage for numerous events that are intended to both serve the community needs but also promote the economic wellbeing and sustainability of our business community. Staff has been working with the formalized group (Bylaws and formal recognition as a non-profit pending) to get this project to this point for Council consideration. The group will be at the meeting to review their proposal and ask for approval and action necessary to take further steps to construct the arena and associated facilities within the next 6-9 months.

Directly the Town is asked to, per their proposal to do the following:

1. Town of Camp Verde shall be responsible for the funding of the required and appropriate materials and infrastructure of said "Rodeo Grounds". CVAA will provide Town of Camp Verde all invoices to be paid within 10 business days of receiving such invoice to pay for such materials or services to construct the said "Rodeo Grounds". (Exhibit "B" Phases and Estimated Costs)

*Funding is a significant issue given the constraints of time and expectations in this proposal. As requested it is suggested that approximately 450k (significant in-kind is also proposed but it is unclear the actual amounts at this time) be awarded immediately and more in the near future (this budget year) for use to begin Phase I. Staff would like direction from Council on the place this funding would be taken. The following is intended to give some options and is in no way exhaustive and some combination may be necessary to direct staff for ultimately funding this phase.*

- a. Take directly from the monies funding the Camp Verde Sports Complex currently estimated to be about half of the approximately 7 million remaining borrowed for the park. This would directly limit the amount available for the park features that could be completed in the proposed first phase improvements. Staff has also contacted the bond attorney who put the borrowing package together, there is concern by them, but not verified by agenda release time that this funding may not be able to be used as broadly as even this proposal. Staff will update at meeting.*
  - b. Take directly from Town Reserves/CIP funding currently budgeted to be limited to approximately 200k. This would directly limit the possibility of funding this year items that were not initially prioritized in our CIP during budget time. These items include things like pool filter replacement, PW office roof repair, additional wayfinding signage, Room 204 upgrades, Room 305 and Gym upgrades, website redevelopment, council chambers, etc. that are currently considered 2<sup>nd</sup> Tier priorities.*
  - c. Combination of the above to the amount necessary in FY 2019 and prioritizing FY2020 funding for future phases as proposed.*
2. Town of Camp Verde will oversee all plans and waive all permits for constructing said "Rodeo Grounds"

- a. *Current policy limits waiving fees except for events, policy change would need to be developed to allow for this request. Again clarity of who will be responsible to actually build and maintain for the 99 years and provisions for how each entity would determine future improvements/ownership need more development.*
- 3. Town of Camp Verde will provide the annexation of County to Town for said "Rodeo Grounds"
  - a. *In process, Community Development has contacted County and understands that we will be processing all land use and building items until this is complete.*
- 4. Town of Camp Verde will provide emergency exit from said "Rodeo grounds" through the adjacent property of the Sports Complex.
  - a. *As part of the development of the ponds it is believed we could put an emergency exit to provide alternate means of access to meet Fire/Emergency standards the Town has yet to meet with the Fire District which would normally be part of the development review process once they proceed to that step.*
- 5. Town of Camp Verde shall provide dumping services of the said "Rodeo Grounds" waste water.
  - a. *Not currently funded as part of the improvements and would need funding from non-wastewater funds. Now or in the future. Additional item of concern is space originally purchased was set aside for potential growth (emergency ponding capacity mainly), although much of that would not be necessary for many years the proposal is for 99 years.*
- 6. Maintain and provide funding for Liability insurance policy for said "Rodeo Grounds".
  - a. *As proposed the Town appears to be responsible for the cost of the insurance for 99 years without direct control over risk management that could pose future costs out of Town control. This issue needs addressed.*
  - b. *Would like to see additional coverage \$1,000,000 policy is not generally sufficient for this type of activity.*

Additionally, staff would like direction to address the timeframe of this proposal within the framework of the standards of review normally associated with any development. Additional items such as development review that include development of drainage plans from the drainage report to ensure proper liability coverage and development of items necessary to gain approvals are a mainstay of our responsibilities to all projects, Town driven or otherwise and have not been completed.

The length of the lease also poses a few challenges as pointed out earlier, but simple changes that could help include timeframes that work within the general planning processes of the Town while looking forward to ultimately replacement costs and other future improvements not currently contemplated at this time. A lease with responsibility for "Rodeo Grounds" is not a short term obligation and even with potential funding sources and long term economic return it is expected that most of the improvements will have lifespans of 20 years or less as currently proposed.

It is also understood the magnitude of the in-kind support this group has developed in such a short period of time. Formalizing this also would help the Town in finalizing these amounts and how those contributions would be utilized and supported by Town funds to accomplish the goals proposed. This is necessary to ensure proper accountability as required on all Town funds especially when mixed with voluntary contributions.

Finally, the difficulty in review has lead staff to request Council consider delaying the actual approval of the lease agreement as proposed because of challenges that it presents long-term for the community. We need more information that actually following through with the development review process will generally lead to resolution on many of these topics. Staff has worked this past week to address as quickly as we could the significant opportunity that this proposal provides the community and would like the opportunity to work further with CVAA to assist them. Staff as believes there is great potential here especially with the amount of work the group has done in a short period of time. With the recommended motion it is possible to get the information necessary to ensure a long term lease and the language within is better suited to this proposal's potential success.

***Recommended Action (Motion):***

Direct staff to continue to work with CVAA to formalize design and accomplish the standards as required for development of the land following the development review process while also establishing the economic study necessary to utilize additional funding. Move to authorize funding not to exceed \$80,000 to acquire the design and fulfill the requirements necessary for development as well as revised lease agreement.

## **Rodeo Grounds Agreement**

This agreement made as of the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Town of Camp Verde, 473 S Main St. Camp Verde, AZ 86322 (hereinafter referred to as the "Town") and Camp Verde Arena Association, 112 W Fort McDowell Place, Camp Verde, AZ 86322 (hereinafter referred to as "CVAA").

WHEREAS, the Town is the owner of certain real property within the Town of Camp Verde, Yavapai County, Arizona as described in Exhibit "A" hereto, and commonly referred to as the "Rodeo Grounds"; and

WHEREAS, CVAA desires to administer and maintain said property according to the terms set forth herein: and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained and for other good and valuable consideration, receipt whereof being hereby acknowledged, the parties agree as follows:

**1. TERM**

The initial term of this Agreement shall be for 99 years effective as of this \_\_\_\_ day of \_\_\_\_\_, 2018, unless sooner terminated as provided for herein. This Agreement may be terminated by either the Town of Camp Verde or CVAA upon giving one (1) month written notice thereof.

**2. DUTIES OF CVAA**

- a. CVAA shall be responsible for the administration and maintenance of the said "Rodeo Grounds", except the costs of the dumping of waste water, and the maintenance of the roads in and out of the said "Rodeo Grounds"
- b. CVAA shall make the Rodeo Grounds available to all user groups as provided herein, and so far as may be practicable, and shall be responsible for the oversight and preservation of the property by virtue of such use. Any fees collected CVAA for the subletting of the property shall be retained by CVAA for the maintenance and future structural repairs and new construction and growth of said "Rodeo Gr
- c. CVAA shall inform any user group who will be renting the said "Rodeo Grounds" that it must obtain and maintain a special events liability insurance for their said event and hold CVAA and Town of Camp Verde, its agents and employees, harmless from and shall defined indemnify the other party from against any and all liability for injuries to or deaths of persons or damage to property arising from the other party's activities and obligations.

- d. Shall maintain a valid Liquor license and any and all fees collected by liquor sales will be retained by CVAA for the maintenance and future structural repairs and new construction and growth of said "Rodeo Grounds".
- e. In its administration of the Rodeo Grounds, CVAA shall observe all applicable Federal, State and Local Laws.

3. **DUTIES OF TOWN OF CAMP**

- a. Town of Camp Verde shall be responsible for the funding of the required and appropriate materials and infrastructure of said "Rodeo Grounds". CVAA will provide Town of Camp Verde all invoices to be paid within 10 business days of receiving such invoice to pay for such materials or services to construct the said "Rodeo Grounds". (Exhibit "B" Phases and Estimated Costs)
- b. Town of Camp Verde will oversee all plans and waive all permits for constructing said "Rodeo Grounds"
- c. Town of Camp Verde will provide the annexation of County to Town for said "Rodeo Grounds"
- d. Town of Camp Verde will provide emergency exit from said "Rodeo grounds" through the adjacent property of the Sports Complex.
- e. Town of Camp Verde shall provide dumping services of the said "Rodeo Grounds" waste water.
- f. Maintain and provide funding for Liability insurance policy for said "Rodeo Grounds".

4. **MULTIPLE USE:**

The parties acknowledge that the subject property will be a recreational area for multiple users, including but not limited to the Town of Camp Verde, Camp Verde FFA, Camp Verde FFA Pals, various roping associations, Camp Verde Calvary, the High School Rodeo Association, the production of a regular summer rodeo and various special events in the community, such as Town fair, festivals, concerts, tractor pulls, etc. In administration of the Rodeo Grounds, CVAA will make all reasonable efforts necessary to provide such multiple usage. Notwithstanding the foregoing, in the unlikely event of a direct scheduling conflict between users, priority shall be given first to Town uses, and then to western and/or livestock activities.

5. **FUNDING:**

During the term of this Agreement, and for subsequent renewals thereof, CVAA will pay the Town of Camp Verde \$1.00 a year for ground use of said "Rodeo Grounds" for 99 years. Due by January 1<sup>st</sup> every year. Town of Camp Verde will be receiving revenue from every \$1.00 spent from such hosted events at said "Rodeo Grounds".



**6. INDEPENDENT CONTRACTOR:**

This Agreement is not a contract of Employment. No relationship of employer and employee exists between the Town and CVAA or between the Town and any member of CVAA. CVAA at all times is deemed to be an independent contractor. CVAA is not authorized to bind the Town to agreements or obligations. The Town shall not be liable for any acts of CVAA, or their members in performing their duties prescribed herein.

**7. INDEMNIFICATION:**

Each party shall hold the other party, its agents and employees, harmless from and shall defend and indemnify the other party from and against any and all liability for injuries to or deaths of persons or damage to property arising from the other party's activities and obligations or responsibilities arising under this Agreement. Each party shall give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects either party, and both parties shall have the right to participate in the defense of such claim to the extent of its interests.

**8. LIABILITY INSURANCE:**

Throughout the term of this Agreement, CVAA shall maintain insurance for bodily injury, death or property damage by reason of the management and administration operations conducted by CVAA on the Rodeo Grounds, with minimum liability limits of \$1,000,000.

**9. ASSIGNMENT:**

CVAA may not assign any right, privilege or license conferred by this Agreement, nor may it encumber any portion of the Rodeo Grounds without first obtaining the written consent of the Town, which consent shall not be unreasonably withheld.

**10. HEADINGS FOR CONVENIENCE ONLY:**

The headings used in this Agreement are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

**11. ENTIRE AGREEMENT**

This Agreement contains the entire understanding of the parties. Any modification of the terms hereof must be made in writing and must be executed with the same formalities as this Agreement.

**12. NOTICES**

All notices required to be given by this Agreement shall be sent by certified mail or delivered personally, shall be deemed given when mailed or delivered personally, and if mailed shall be addressed to the parties as follows:

1. Town of Camp Verde, 473 S Main St. Camp Verde, AZ 86322
2. Camp Verde Arena Association, 112 W Fort McDowell Pl. Camp Verde, AZ 86322

**13. REPRESENTATIONS AND WARRANTIES**

Each party hereto represents and warrants that it has the right, power and authority to enter into, and perform their respective obligations under this Agreement. The execution and delivery of this Agreement by each party has been duly authorized by the respective authorized individuals

**14. EXECUTION**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

**15. SOVEREIGN IMMUNITY**

Neither the Town nor CVAA waives its sovereign immunity by entering into this Agreement, and fully retain all immunities and defenses provided by law with respect to any action based on or arising out this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below, but to be effective on the year and date first above written.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Town of Camp Verde, Arizona**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

**Mayor**

**ATTEST:**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

**Town Clerk**

**By: \_\_\_\_\_**

**Mary Phelps**

**Its: \_Camp Verde Arena Association – President**

**ATTEST:**

**By: \_\_\_\_\_**

**Charlotte Salsman**

**Its: \_Camp Verde Arena Association - Treasurer**

1

7.3. Attachment 2

# CAMP VERDE ARENA ASSOCIATION

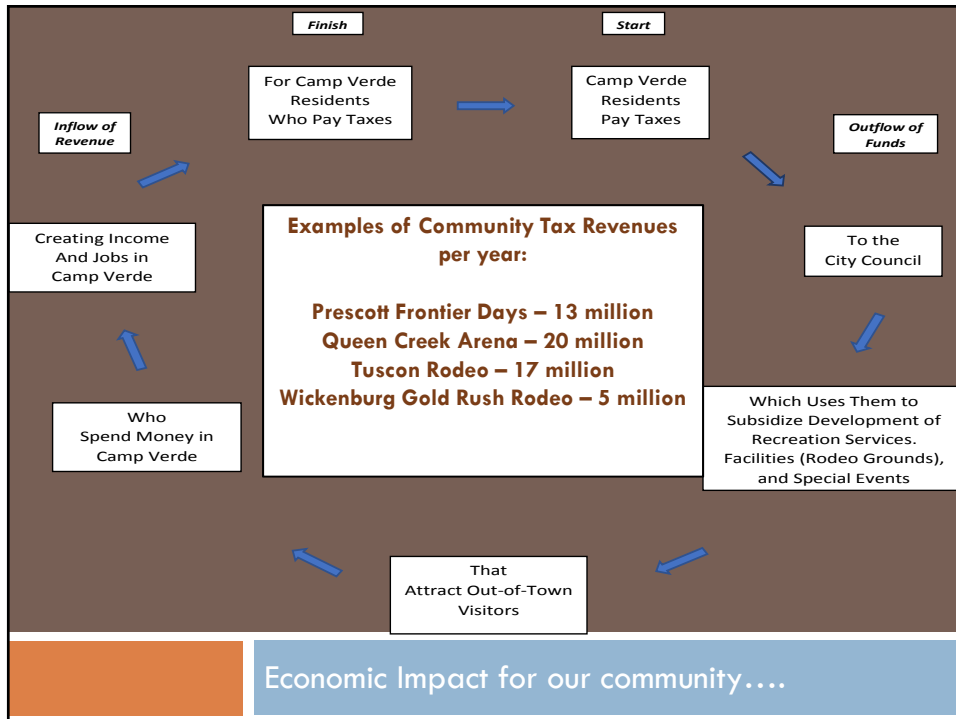


Looking towards the future....



# Beautiful Views

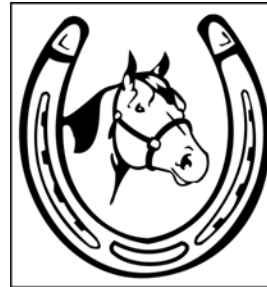
Imagine the arena looking at our beautiful scenery.



## Events brought to CV Arena:

POSSIBLE  
TAX  
REVENUE  
EVENTS  
FOR  
OUR  
TOWN

- Grand Canyon Pro Rodeo Association Rodeo
- PRCA Rodeo
- Rough Stock Events
- Arizona High & Jr High School Rodeos
- Gymkana Events
- Horse Shows
- Cutting Shows
- Trail Rides
- Demolition Derbies
- Team Ropings
- Barrel Races
- Breakaway & Calf Ropings
- Local Riding Events
- FFA & 4-H Activities
- And much, much more.....



## Camp Verde Arena Committee

### PROUD ACCOMPLISHMENTS:

- Acquired our LLC.
- Final stages of IRS filing for 501 c 3
- Camp Verde Arena Association Bi-Laws
- Site plans approved by Ron Long & Carmen Howard
- Annexation by town is in process per Carmen Howard
- ADOT drainage report completed by Ron Long & Dorie Blaire
- Survey and maps completed by Heritage Survey
- Developing partners with many community members.

## Camp Verde Arena Committee

### PROUD ACCOMPLISHMENTS CONT.:

- ARENA HAS BEEN MOVED TO SITE & INVENTORY COMPLETED:



THANK YOU TO CLIFF CASTLE  
CASINO & COMMITTEE MEMBERS!

### NEXT STEPS:

\*Arena use agreement with town of Camp Verde  
and Camp Verde Arena Association.

Please see the Arena Agreement submitted.

## Phases for financial funding:

### Camp Verde Arena Associatio

TASK	PHASE	OWNER	ASSIGNED TO	ANTICIPATED START DATE	ANTICIPATED END DATE	100% Complete	ESTIMATED COST	TOWN RECOMM COST	ACTUAL COST
ARENA MOVED TO LAND	1		BOB WEIR	10/14/2018	10/14/2018	yes	\$4,195		\$0
CLEAR AND GRUB/ SUBGRADE/SEWER/WATER UTILITIES/R.Grass	2		PIERRE/CONBRAN	11/8/2018	4/1/2019		\$150,000		
VENDOR/RESTROOM BUILDING	2		PIERRE/CONBRAN	11/8/2018	1/1/2019		\$10,000		
FRESH WATER WELL/PUMP	2	NATE WHITE	N. AZ WELL & PUMP	11/8/2018	1/1/2019		\$8,895		\$0
PURCHASE OF LIGHTS	2		LIGHTS PLUS	11/8/2018	1/1/2019		\$42,180	\$150,000	
PURCHASE BLEACHERS	2		GAMETIME	11/8/2018	1/1/2019		\$200,000		
ARENA REPLACEMENT PARTS	2		BOB WEIR	11/8/2018	1/1/2019		\$46,000		
							\$488,870	\$304,000	\$0
ROUGH GRADE	3		PIERRE/CONBRAN	1/1/2019	4/1/2019		\$100,000		
ARENA LIGHTS INSTALLATION	3		JOHN L.	1/1/2019	2/1/2019		\$42,180		
BLEACHER INSTALLATION	3		PIERRE/CONBRAN	1/1/2019	2/1/2019		\$5,000		
SUBCONTRACTOR TO SET UP ARENA	3		BOB WEIR	2/1/2019	3/1/2019		\$1,000		
FENCING	3		PIERRE/CONBRAN	2/1/2019	3/1/2019		\$174,000		
PURCHASE BLEACHER COVERING	3		GAMETIME	2/1/2019	3/1/2019				
							\$286,180		\$0
FINAL GRADE AND PARKING LOT GRADE	4		PIERRE/CONBRAN	3/1/2019	4/1/2019		\$100,000		
ANNOUNCERS STAND	4		PIERRE/CONBRAN	3/1/2019	4/1/2019		\$15,000		
SECOND ARENA	4		PIERRE/CONBRAN	3/1/2019	4/1/2019		\$30,000		
ENTRY GATE BUILDINGS	4		MARY	3/1/2019	4/1/2019		\$5,000		
SPEAKER SYSTEM	4		MARY	3/1/2019	4/1/2019		\$1,000		
WATER TRUCK	4		PIERRE/CONBRAN	3/1/2019	4/1/2019		\$30,000		
ARENA TRACTOR	4		PIERRE/CONBRAN	3/1/2019	4/1/2019		\$40,000		
LIABILITY INSURANCE	4		MARY	4/1/2019	4/1/2019		\$1,000		
							\$222,490		\$0
<b>Total</b>	<b>21</b>						<b>\$946,720</b>		<b>\$0</b>

### POSSIBLE DONATIONS OF SERVICE:

- ❖ APS
- ❖ LOCAL BUSINESSES

### POSSIBLE FUNDRAISERS:

- ❖ Dinner Donation Night & Auction
- ❖ Events at arena
- ❖ Financial Gifts

THANK YOU TO ALL THAT ARE DONATING OR HELPING!





## FIRST PHASE OF FINANCIAL HELP:

\$457,000 INCLUDES THE FOLLOWING NEEDS:

- Clearing and grub of property – Local construction companies are donating a large percentage but still need financial support for fuel, employee wages, etc.
- Fresh Water Well – 100% donated by Northern Arizona Well and Pump.
- Subgrade/Sewer/Water/Utilities – Some work will be donated but will need supplies and equipment.
- Construction of Buildings – Office, Announcer's Stand and 2 entry gate buildings.

## FIRST PHASE OF FINANCIAL HELP CONTINUED:

\$457,000 INCLUDES THE FOLLOWING NEEDS CONTINUED:

- Arena missing parts need to be replaced for construction of arena – needs to be in first phase for production time.
- Purchase of facility lighting
- Purchase of bleachers



## REQUESTING APPROVAL TONIGHT

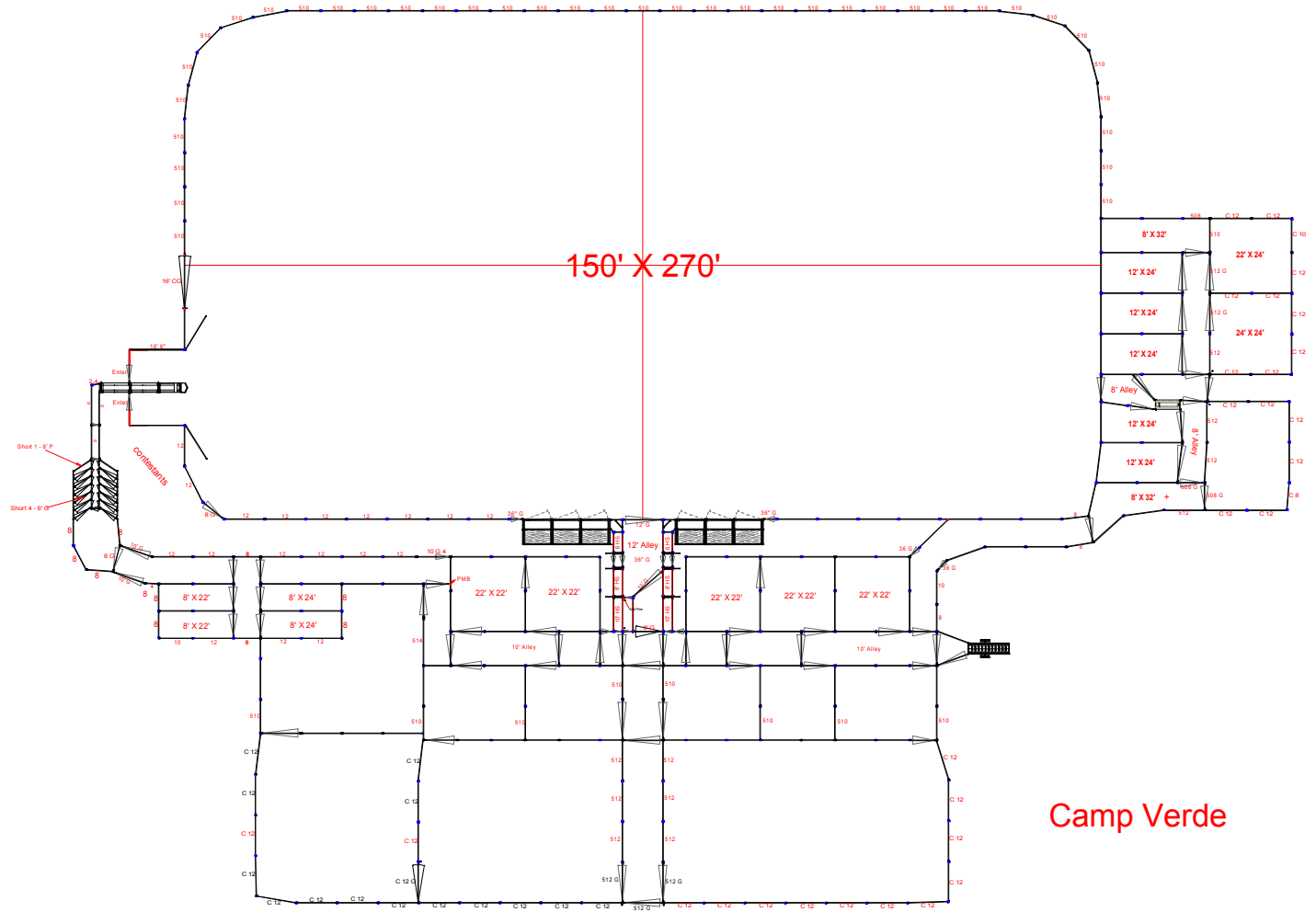
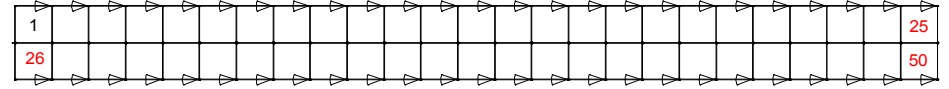
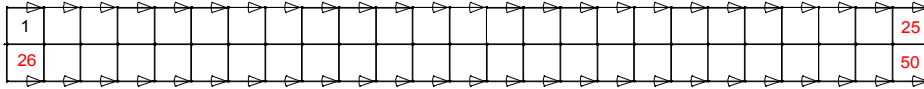


- Lease agreement
- Phase 1 Financial Support

If approval is given tonight  
the arena will begin to be  
developed immediately!

**LET'S RODEO!**

7.3. Attachment 3a



Camp Verde

7.3. Attachment 3b

Date			10/25/2018	Salesman	Butch		
Sold To					5/16/2018		
Company	City of Camp Verde						
Address							
City							
State	AZ						
Zip							
Contact	Bob Weir						
Ph#							
Fax#							
	QTY	PART #	DISCRIPTION	COST	TOTAL	DWG	HAVE
	ORDER						
3311-504-000			504	\$195.00	\$0.00	1	1
3311-506-000	1	2-478	506	\$228.00	\$228.00	1	
			506 Half Sheeted	\$314.00	\$0.00	4	4
5345-506-800	2	2-000	506-8	\$348.00	\$696.00	4	2 ??
3311-508-000	13	2-216	508	\$268.00	\$3,484.00	16	3
3311-508-100			508 Half sheeted	\$392.00	\$0.00	4	4
3311-510-000		2-217	510	\$321.00	\$0.00	75	104
3311-510-100	4		510 Half Sheeted	\$475.00	\$1,900.00	5	1
3311-512-000	6	2-218	512	\$366.00	\$2,196.00	104	98
5346-512-300		2-000	512 W / TIGHT ROLLS	\$436.00	\$0.00		2 ??
3311-514-000	1	2-219	514	\$444.00	\$444.00	1	
3312-036-000		2-221	36" GIF	\$351.00	\$0.00	10	10
5344-510-000	2		510G5 RC Gate	\$891.00	\$1,782.00	2	??
3315-510-000	1	2-226	510 G4	\$589.00	\$589.00	1	
3314-508-096	21	2-231	508 HPG 9'6"	\$762.00	\$16,002.00	21	
3314-509-096	1		509 HPG 9'6"	\$1,062.00	\$1,062.00	1	
3314-510-096		2-232	510 HPG 9'6"	\$814.00	\$0.00	22	23
3314-512-096		2-233	512 HPG 9'6"	\$904.00	\$0.00	16	16
3318-200-000	42	2-235	2WP 6'	\$76.00	\$3,192.00	140	98
3318-300-000	62	2-236	3WP 6'	\$90.00	\$5,580.00	68	6
3318-400-000	10	2-237	4WP 6'	\$101.00	\$1,010.00	11	1
3319-101-000	3	2-256	PMB Left	\$76.00	\$228.00	3	
3319-102-000	3		PMB Right	\$76.00	\$228.00	3	
3332-130-001	285	2-247	POST PAD OPTION	\$17.00	\$4,845.00	285	?
3332-135-000	570	2-248	POST PAD PIN OPTION	\$4.00	\$2,280.00	570	?
5346-028-000	1		28" ACF CLASSIC	\$293.00	\$293.00	1	?
5346-128-000	2		28" ACG CLASSIC	\$472.00	\$944.00	2	?
3313-132-000	2	2-244	32" ACG	\$432.00	\$864.00	4	2
2361-000-000		2-258	32" BLOCK DOOR	\$925.00	\$0.00	6	12
5313-012-000		2-960	ARROW PEN 12/GATE	\$10,689.00	\$0.00	1	
5331-100-000		3-102-1	BUCKING CHUTES (L)	\$5,900.00	\$0.00	1	1
5332-100-000		3-103-1	BUCKING CHUTES (L) ADD-ON	\$4,176.00	\$0.00	2	2
5331-200-000		3-102-2	BUCKING CHUTES (R)	\$5,900.00	\$0.00	1	1
5332-200-000		3-103-2	BUCKING CHUTES (R) ADD-ON	\$4,176.00	\$0.00	2	2
5334-300-000		3-107	SKIDS (3-SECTION0) 1-PR	\$882.00	\$0.00	2	2
5341-602-000	2		90,7', Sht Metal, 601-6,603,32" acf	\$1,373.00	\$2,746.00	2	
5310-000-000		2-552	ROPE CHUTE	\$2,748.00	\$0.00	1	1
5310-100-000		2-555	ROPE CHUTE EXT	\$1,654.00	\$0.00	2	3
5310-101-000	1		Steer Strip Chute (Kirbys)	\$1,108.00	\$1,108.00	1	
3341-602-400	1	2-000	6 X 2'-4"	\$134.00	\$134.00	1	
3341-608-000	1	2-292	6X8	\$261.00	\$261.00	1	

3341-610-000	8	2-283	6X10	\$268.00	\$2,144.00	155	147
3341-612-000	6	2-284	6X12	\$295.00	\$1,770.00	42	36
5344-516-600	2	2-000	6X16-6 RC Panel Pin on End	\$605.00	\$1,210.00	2	
	2	2-000	6X12 RC Gate Panel 133" OSM	\$284.00	\$568.00	2	
3344-612-096	1	2-287-96	6X12 HPG 9'6"	\$765.00	\$765.00	1	
3345-610-000		2-288	6X10 G4	\$508.00	\$0.00	100	105
8329-100-000	4	5-118	Pin to Pin adaptors	\$18.00	\$72.00	4	
3332-310-300	20	2-570	Triple Sockets	\$14.00	\$280.00	20	
new style			Load Chute Portable	\$4,995.00	\$0.00	1	1
3346-512-000		2-382	C6X12 CG	\$283.00	\$0.00	1	1
	2		Sets Post Pins and Clips	\$17.00	\$34.00	2	
					\$0.00		
5313-100-000	1		C6X6 CT for Arrow	\$279.00	\$279.00	2	1
5313-200-000	4		C6X6 GIF CT for Arrow	\$343.00	\$1,372.00	12	8
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
			TOTAL		\$60,590.00		
			DISC	0.7	\$42,413.00		
			Frt rate may change at time of shipping				
			FOB		\$42,413.00		

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Agenda Item 7.4.



*Town of Camp Verde*

**Meeting Date: November 7, 2018**

- Consent Agenda*       *Decision Agenda*       *Executive Session Requested*  
 *Presentation Only*       *Action/Presentation*

**Requesting Department:** *Economic Development/Administration*

**Staff Resource/Contact Person:** *Steve Ayers/Russ Martin*

**Agenda Title (be exact):** *Discussion, consideration and possible approval of changes and additions to the Comprehensive Economic Development Strategy (CEDS) for the Northern Arizona Council of Governments 2019 District Projects, Goals and Priorities that is submitted annually to the federal Economic Development Administration (EDA).*

**List Attached Documents:**

*Current Projects List*

**Estimated Presentation Time:**    *5 minutes*

**Estimated Discussion Time:**    *15 minutes*

**Reviews Completed by:**

- Department Head:** *Russ Martin (comments included in report)*  
    **Town Attorney Comments:** *N/A*          **Finance Department:** *N/A*

**Background Information:** Staff regularly submits projects or adjustments to this annually updated list through NACOG. The current projects prioritized that are associated with economic development include SR 260 Sewer Development and Old Hwy 279 road improvements. This list essentially gives us the opportunity to apply for EDA grants that would otherwise not be eligible without listing them here.

Staff met with Councilor Jackie Baker who is our NACOG representative to go through this list and agree the following should be added and are seeking direction from Council on these or other items to submit for this coming year:

- Keep current the items mentioned above but add the work drainage to the Old 279 project.
- Under Tourism at the Sports Complex/Arena Project
- Under Technical Assistance add a Downtown Storm Water Master Plan
- Under Transportation add Finnie Flat Street Improvements/Streetscape

**Recommended Action (Motion):**

Direct staff to submit to NACOG these changes to the 2019 CEDS.

# Comprehensive Economic Development Strategy

## 2019 District Projects, Goals and Priorities

GOAL/PROJECT	COMMUNITY/COUNTY	PRIORITY
--------------	------------------	----------

**Public Works Definition:** Help distressed communities revitalize, expand and upgrade their physical infrastructure; enable communities to attract new industry; encourage business expansion; diversify local economies; and generate or retain long-term, private sector jobs and investment through the acquisition or development of land and infrastructure improvements needed for the successful establishment or expansion of industrial or commercial enterprises.

### **CAPITAL AVAILABILITY – 1**

*(Sources of funding available to the Communities)*

Restructure Municipal Debt and Improve Financial Position	Fredonia	Priority 1
Secure Funding from Arizona State Agencies for 35% Cost Share of Flood Retention Structure	Fredonia	Priority 1
Secure grants to improve current small businesses and develop new businesses	Fredonia	Priority 2
Revolving Loan Fund/microloan program	Show Low	Priority 2

### **PHYSICAL INFRASTRUCTURE – 2**

*(Acquisition, development, design and engineering, construction, rehabilitation, alteration, expansion or improvement of public works projects that serve the public, including related machinery and equipment)*

Potable Water well development (purification storage & distribution)	Apache County	Priority 1
Water Well house facility – Eagar & Vernon	Apache County	Priority 1
State Route 260 Sewer Expansion	Camp Verde	Priority 1
Paving and Road Improvements Old Hwy 279	Camp Verde	Priority 1
Design, engineer and construct the Bitter Creek Industrial area and the related collector road	Clarkdale	Priority 1
Sewer Line Evaluation & Replacement	Clarkdale	Priority 1
Old Town Business District Expansion	Cottonwood	Priority 1
Flood Retention Structure	Fredonia	Priority 1
Improve Reliability of Current Water Delivery System	Fredonia	Priority 1
Expand and Improve Water Delivery System to Irrigation and Conservation Districts	Fredonia	Priority 2
Renovate and Improve Municipal Swimming Pool	Fredonia	Priority 2
Paving and Road Improvements	Fredonia	Priority 2
Improve Cellular Telephone Service in Region	Fredonia	Priority 3
Increase Quality Housing for Federal, State, Tribal, Municipal and Local Employees	Fredonia	Priority 3
Clean Coal Technology	Navajo County	Priority 1
Sand and Gravel Project	Navajo County	Priority 1
TETO Multi-Purpose Center	Navajo County	Priority 1
Growth related water treatment and capacity improvements	Page	Priority 1
Airport terminal and runway expansion	Page	Priority 1



Aero Ave. design	Page	Priority 1
Hwy 89 turn lane at Horseshoe Bend	Page	Priority 1
<b>PHYSICAL INFRASTRUCTURE – 2 (cont.)</b>		
Horseshoe Bend parking lot expansion	Page	Priority 1
Complete street improvements (sidewalks and bike lanes)	Page	Priority 1
Central Garage relocation	Page	Priority 1
Stormwater improvements in the southeast drainage area	Page	Priority 1
Wi-Fi and Broadband Capacity	Pinetop-Lakeside	Priority 2
Brewer Road and Tlaquepaque Drainage	Sedona	Priority 1
Ranger and Brewer Road Improvements and Intersection	Sedona	Priority 2
Wastewater Effluent Management	Sedona	Priority 1
Brewer Road Crossing	Sedona	Priority 1
I & I Rehabilitation Program	Show Low	Priority 1
West Cooley Sewer Replacement Project	Show Low	Priority 2
Water Line Replacement (Fairway Park) Phase 4	Show Low	Priority 1
Thornton Road Connectivity Improvements	Show Low	Priority 1
Wi-Fi and Broadband Improvements	Show Low	Priority 2
McNeil Rd. (4 <sup>th</sup> to 8 <sup>th</sup> St.) Sewer Line	Show Low	Priority 2
McNeil Rd. (4 <sup>th</sup> to 8 <sup>th</sup> St.) Water Line	Show Low	Priority 2
Infrastructure Upgrade for Public Safety Building	Springerville	Priority 1
New Research Facility for Hospital	Springerville	Priority 1
Biomass plant at Light Industrial Area	Springerville	Priority 1
Wi-Fi and Broadband	Springerville	Priority 1
Storm water management – Coconino	Springerville	Priority 1
Increase Broadband Capacity	Tusayan	Priority 1
City of Williams Infrastructure Support Program	Williams	Priority 1
Broadband and Wi-Fi Improvement	Winslow	Priority 2

**SUSTAINABLE ECOLOGICAL RESOURCES – 3**

*(Effective use of technology and natural resources to maximize energy efficiency and reduce the global carbon footprint)*

Technical Design of Water Polishing Ponds in Industrial Area	Clarkdale	Priority 2
Investment in Alternative Timber Products to Reduce Carbon Footprint of Forest Fires on the Kaibab Plateau	Fredonia	Priority 2
Protect and Improve Sustainable Timber Harvesting Industries	Fredonia	Priority 2
Protect and Improve Sustainable Mineral Extraction Industries	Fredonia	Priority 2
Protect and Improve Sustainable Agricultural and Ranching Industries	Fredonia	Priority 2
Revenue Producing Recycling Collection Program from NPS and USFS	Fredonia	Priority 3
Drainage improvements at SE Watershed	Page	Priority 1
Watershed Management & Forest Products Industry	Prescott Valley	Priority 1

**BUSINESS RETENTION AND EXPANSION – 4***(Programs, services or facilities to support existing businesses develop and expand)*

Design and implement Multimodal Streetscape & Parking	Clarkdale	Priority 1
Assist Local Manufacturing Company to Expand into International Markets	Fredonia	Priority 1
Advocate USFS Policy Reform to Reallocate Road Upkeep More Equitably Among All Users – Not Only the Sawmills	Fredonia	Priority 1
Advocate USFS Policy Reform to Consider Cost to Ship Products to Customers in Stump Fee Calculations	Fredonia	Priority 1
Expand Local Sawmill Capacity in the Kiln-Dried, Bio-Char, Pellet, and Compressed Log Market Increments	Fredonia	Priority 1
Protect and Improve Sustainable Timber Harvesting Industries	Fredonia	Priority 2
Protect and Improve Sustainable Mineral Extraction Industries	Fredonia	Priority 2
Protect and Improve Sustainable Agricultural and Ranching Industries	Fredonia	Priority 2
Core Business District Revitalization Plan	Page	Priority 1
Core Business District Master Streetscape Plan	Page	Priority 1
Downtown Revitalization Streetscape Project	Pinetop-Lakeside	Priority 1
Regional University Infrastructure/Building	Prescott Valley	Priority 1
Business Assistance Center	Sedona	Priority 1
Downtown Revitalization	Show Low	Priority 1
Streetscape Enhancement	Show Low	Priority 1
Business/Entrepreneur Incubator	Show Low	Priority 2
Downtown Revitalization Phase 2 and 3	Springerville	Priority 2

**ATTRACTIONS OF BASIC SECTOR INDUSTRY – 5***(Attract new prospects and utilize current industry to promote industrial development and improvements)*

Expand Winter Activities on Kaibab Plateau	Fredonia	Priority 1
Revenue Producing Recycling Collection Program from NPS and USFS	Fredonia	Priority 3
Attract Knowledge-Based Industries	Fredonia	Priority 3
Technology Incubator	Prescott	Priority 1
Fire Base and Training Center Industrial	Show Low	Priority 1
AZ State Route 87 to Interstate 40 Connector Enhancement	Winslow	Priority 1
Airport Industrial Park Infrastructure Improvements	Winslow	Priority 1
Extension of BNSF Rail Spur to Serve Industrial Property	Winslow	Priority 1

**TRANSPORTATION – 6**

*(Improves and promotes the use of many modes of transport including roadways, bicycles, walking, rails and other transit that leads to business/industry development , creating base jobs in the region)*

Street Reconstruction & Mill Overlay	Clarkdale	Priority 1
Install Traffic Light at the Intersection of Highway 89A and Highway 389	Fredonia	Priority 1
Improve Safety Along Highway 89A and Highway 389 Corridors with Lighted Crosswalks and Other Safety Measures	Fredonia	Priority 1
Advocate Year-Around Access, Maintenance and Use of Highway 67	Fredonia	Priority 1
Horseshoe Bend and Rim Trail connection	Page	Priority 1
Complete street improvements (sidewalks and bike lanes	Page	Priority 1
Hwy 89 and S. Lake Powell Blvd. interchange roundabout	Page	Priority 1
Trail & Urban Pathway Connectivity Improvements	Pinetop-Lakeside	Priority 1
Shelby Road Acquisition and Improvements	Sedona	Priority 2
Traffic Improvements	Sedona	Priority 2
Scott Ranch Road Phase 2	Show Low	Priority 1
Show Low Lake Rd/Cub Lake Rd SR-260 Intersection Improvements	Show Low	Priority 2
Woolford Road (SR 260 to Penrod)	Show Low	Priority 2
Thornton Rd. (6 <sup>th</sup> St. to Hwy 77) Improvements	Show Low	Priority 2

**TOURISM – 7**

*(Promoting tours, services, attractions, advertisements, etc., that lengthen the stay of visitors in Northern Arizona and create base jobs in the region)*

Multi-Purpose Sports and Recreation Complex	Show Low	Priority 2
High Altitude Sports Training Center	Show Low	Priority 2
Convention/Conference Events Center	Show Low	Priority 1
Trail Connectivity and Improvements	Show Low	Priority 2
Conference Center/Museum	Springerville	Priority 2

GOAL/PROJECT	COMMUNITY/COUNTY	PRIORITY
--------------	------------------	----------

**Technical Assistance Definition:** *Helps analyze the feasibility of potential economic development projects, such as an industrial park or a high-technology business incubator. Helps promote planning for economic development and alleviate unemployment, and outmigration in distressed regions.*

**TECHNICAL ASSISTANCE – 10**

*(The provision of staff time and attention or tools such as model regulations, disability studies, planning, research and development projects to assist communities)*

Research and Design a Maker's Workspace	Clarkdale	Priority 2
Coal Related Studies/Plans	Coconino/Navajo/Apache Counties	Priority 1
Feasibility Study – Forest Industry Incubator	Coconino County	Priority 1
Business Assistance at BAC	Cottonwood	Priority 1
Economic Development Plan	Fredonia	Priority 1
Grant Writing Assistance	Fredonia	Priority 2
Winslow Shelter Project	Navajo County	Priority 1
Core Business District Revitalization and Implementation Plan	Page	Priority 1
Core Business District Master Streetscape Plan	Page	Priority 1
General Plan Update	Page	Priority 1
Transportation Study and Implementation Plan	Page	Priority 1
Stormwater Management Plan and Aerial Topography	Page	Priority 1
Master Plan for effluent water storage and distribution	Page	Priority 1
Feasibility Study – Old Town Hall Site	Pinetop-Lakeside	Priority 1
Economic Development Strategy Plan	Pinetop-Lakeside	Priority 1
Dells Property Study for Future Land Use and Development	Sedona	Priority 1
Storm Drainage Master Plan	Sedona	Priority 1
Transportation Multi-Modal Study	Sedona	Priority 1
Environmental Sustainability Study	Sedona	Priority 1
Wastewater Odor Control and Impact on Dells Property	Sedona	Priority 1
Wastewater Master Plan	Sedona	Priority 1
Convention/Events/Visitor Marketing Plan	Show Low	Priority 2
Convention & Visitors Bureau Feasibility Study	Show Low	Priority 2
Tourism Promotion Plan	Springerville	Priority 2
Economic Development Strategic/General Plan	Winslow	Priority 1

2018 CEDS Goals and Priorities List as Approved by EDC: February 1, 2018  
 Approved by Regional Council: February 22, 2018

Agenda Item 7.5.



*Town of Camp Verde*

**Meeting Date: November 7, 2018**

- Consent Agenda*       *Decision 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 approval of job description update for Economic Development (ED) Director and creation of a ED Projects Manager to include but not limited to possible changes to the job description and salary plans within the ED Office.*

**List Attached Documents:**

*Current Job Description*

*Proposed Job Descriptions*

**Estimated Presentation Time:** *5 minutes*

**Estimated Discussion Time:** *10 minutes*

**Reviews Completed by:**

- Department Head:** *Russ Martin (comments included in report)*  
 **Town Attorney Comments:** *N/A*  
 **Finance Department:** *N/A*

**Background Information:**

Per our current policy Council shall have the responsibility to approve changes, updates and new job descriptions and salary plans. This request has been a while in the making as the transition from administrative work to actual projects has created a need to address this transition. Additionally, adjusting the ED Director's for a more sustainable/accurate reflection of the changes over the years. Ironically, this is 6 years to the date that staff made the request to address this department formally and thus an update is warranted.

When originally conceived in 2012, the Economic Development Department had a single primary mission, grow the economy without destroying those things we all hold dear of Camp Verde. And it had a single employee, the department director. However, over the last five years, the mission of growing Camp Verde's economy while preserving and enhancing the assets we all cherish has proven to be anything but singular.

Done correctly, growing the economy requires a broad set of strategies focused on all aspects of economic development, such as workforce development, business attraction, business retention, business expansion, entrepreneurship, marketing, capital creation, retail attraction, expanding opportunities for local youth, availability of health care options, recreational amenities, adequate and affordable housing stock, resource protection and infrastructure expansion, all play a significant role in economic growth. The width and breadth of these initiatives was spelled out in detail in the 2015 Focused Future II Strategic Community and Economic Development Strategic Plan. Whether any given project provides jobs or amenities, economic development projects are time consuming and involve juggling a number of balls simultaneously.

In FY2016, the Town of Camp Verde added a second position to the department in an effort to keep up with the growth and success of the previous three years. That position was envisioned as a specialist, one who could take on one or two of the strategies at a time and begin to attain the goals behind the strategies. But reality has clearly demonstrated, and the recent influx of opportunities now demands, that the second position in the department take on a much larger scope of work. That is why we are requesting the creation of a new position called Economic Development Projects Manager. The current specialist is no more a specialist than the director is. She has created and carried our several Public/Private projects over the last two years. The "Specialist" runs the Visitor Center, a small business development center, has worked side-by-side with the community development director and planner to address difficult issues in the business community, become an indispensable liaison with both the business community and the schools, created and managed an affordable housing project and recently developed a workforce development initiative that was warmly embraced by the business community. It has, in fact, become a model for developing internship opportunities and is now being replicated by Yavapai College's Regional Economic Development Center and Arizona Works, the statewide workforce development program for the Department of Economic Security.

Camp Verde is growing. The new Opportunity Zone designation is the envy of our neighboring communities and a catalyst that will, over the next ten years or more, see an influx of capital investment that will drive development opportunities in ways we have only dreamt of. If we are to continue to provide the customer service our businesses, our partners, the public the developers and the youth of our community deserve, it is necessary we have the individuals on staff who are capable of "juggling a number of balls simultaneously." Individuals capable of doing that and doing it well are not specialist. They are managers who have the imagination, skill and ability to drive complex project from inception to completion. This job description you have before you outline the responsibilities and the qualities of just such an individual. We ask that you add it to the list of positions within the organization so we can continue our upward trajectory.

***Recommended Action (Motion):***

*Move to approve the changes to the job descriptions including additions to as well as changes to the salary plan for inclusion of ED Projects Manager.*

7.5. Current Job Description



**Economic Development Specialist**

**Salary Range: 45**

Department:	<b>Economic Development</b>	Revised Date:	<b>June 2015</b>
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**GENERAL PURPOSE:** Under general supervision, assists with Economic Development functions in a highly responsible manner, relieving the Department Director and other staff of administrative, technical and customer service duties

**PRIMARY DUTIES AND RESPONSIBILITIES:**

*The following duties **ARE NOT** intended to serve as a comprehensive list of all the duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties and may be required to perform additional position-specific duties.*

- Oversees the daily operations of the Camp Verde Visitor Center including recruiting, coordinating and scheduling staff, maintaining the Center's budget, developing tourism marketing programs and ensuring quality customer service
- Performs departmental administrative responsibilities including accounting, purchasing, business correspondence and maintenance of departmental records, reports and data bases
- Maintains and updates the department's websites and assist in the enhancement of online marketing
- Develops, writes and maintains the Town's newsletter
- Coordinates, liaisons and serves as departmental representative with community and regional organizations, state and federal agencies, and other entities and individuals whose work promotes and assist with the goals of the Economic Development Department
- Attends and participates in trade shows, seminars, conventions, symposiums, workshops and other informational gatherings as necessary
- Responsible for developing, writing and administering a variety of economic development related grants, contracts, and projects
- Provides assistance to department staff on compliance with laws, rules and regulations
- Prioritizes and develops schedules in order to meet critical deadlines, coordinates and arranges department meetings, as well as public meetings
- Conducts research and surveys
- Maintains absolute confidentiality in all work-related matters, records and information
- Performs other duties as assigned or required

**MANAGERIAL RESPONSIBILITIES:**

- None

## **Job Description**

### **MINIMUM QUALIFICATIONS:**

#### **Education and Experience:**

Bachelor's Degree from an accredited college or university with major course work in urban planning, economic development, marketing, public or business administration, finance, or a related field or equivalent experience of three (3) years of progressively responsible experience in an economic development, marketing, business attraction and/or development research, community development planning, or a related field. Significant experience in marketing, brand development, and promotional material creation. Any equivalent combination of education, training, and experience, which provides the requisite knowledge, skills, and abilities for this job, may be considered.

#### **Required Licenses or Certifications:**

- Must possess State of Arizona Driver's license

#### **Required Knowledge of:**

- Knowledge and thorough understanding of the economic development strategies of the Town of Camp Verde and the goals of economic development.
- Knowledge of the Town business environment and existing businesses
- Knowledge of municipal planning including the General Plan, other strategic planning documents and capital improvement plans

#### **Required Skill in:**

- Excellent written and oral communication skills
- Strong computer skills
- Strong research and analysis skills
- Skill in obtaining critical business data
- Skill in project management
- Ability to organize and present statistical, financial and factual data in a manner easily understood by the audience
- Ability to collaborate with citizens, regional organizations, business owners and development professionals with diverse backgrounds and interests
- Ability to work successfully in a team-oriented atmosphere that provides business, citizens and employees with accurate information and excellent customer service

#### **Physical Demands / Work Environment:**

- May be performed in a standard office environment



7.5. Current Job Description  
**Town of Camp Verde**  
Job Description

Position: Economic Development Director

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Exempt: Exempt

Salary Range: \$63,385 to 96,448 (Range 73)

Department: Administration

Reports To: Town Manager

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*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.*

**SUMMARY:**

Plans, organizes, manages and implements the activities of Business Development, Marketing and Community Relations, Business Retention and Expansion, and project management programs for the Town.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

This is a professional level position which requires an extremely high degree of independent judgment and decision making. This individual must be capable of receiving general policy direction and organizing efficient and effective implementation programs. This position plans, organizes and manages economic development projects related to generating business and development opportunities for the Town from inception to completion. This position fosters a positive, flexible 'can-do' environment, projecting a cooperative and innovative team-playing image to current business owners, potential businesses, and residents of the community.

This position directs Town response to requests for information from potential clients and consultant groups. This position is responsible for critical financial and economic analysis on projects through research and utilization of available Town resources. This position develops strong, trusting relationships with clients and businesses, and researches, prepares and communicates information to attract new clients. This key position projects and maintains the Town's image of an effective, positive, welcoming environment to both new and expanding businesses.

This position facilitates community outreach, bringing Town Council and Staff closer to residents. Coordination of networking events and management of written communication to the community via email, Web, Social Media and direct mail will be an integral part of the position. In addition, public education relating to business development, budget and other Town issues will be provided by this position.

**ECONOMIC DEVELOPMENT DIRECTOR**

This position will promote and be the primary Town liaison and assist in the operations for Fort Verde. They will also integrate other community facilities and interests such as the Visitors Center, Historical Society, and Historic Jail with other private destination and tourism components of Camp Verde.

Additionally, this position:

1. Is responsible for delivering verbal and written presentations to Town Management. Town Council, boards, commissions other citizens groups in a professional and effective manner.
2. Provides recommendations to existing Town businesses, needing assistance with Town processes, codes or regulations, and tracks community development progress. Liaises with business Owners and Town departments to facilitate and expedite permitting and licensing processes. Develops and maintains various project management databases as needed. Analyzes and researches parameters for Town incentives for discussion with developers and other businesses working with the Town. Also works closely with Town Attorney.
3. Researches and assists in development of alternative economic development policies, strategies and implementation techniques. Plans, develops and implements informational strategies to attract growth industries and companies.
4. Develops and monitors development agreements with businesses. Provides staff support to various Town boards, commission, and citizens groups.
5. Liaises with local and regional Chambers of Commerce, Verde Valley Regional Economic Organization, Wine Consortium, Archaeological Society, Historical Society and other local business and special interest groups as well as various federal state and local government agencies. Provides quality customer service and ensures that Town programs provide quality customer service.

**MANAGERIAL RESPONSIBILITIES** (If Applicable): May exercise direct supervision over clerical staff.

**REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:**

Knowledge of:

- Federal State, County and Municipal economic planning and development laws, rules, regulations and ordinances;
- Building and zoning codes and ordinances;
- Administrative and management policies, practices and procedures;
- Supervisory methods and practices;
- Long term operational plan and major policy development practices and principles;
- Contract development, mediation and administration;
- Financial management and budget development practices and procedures: and
- Public relations and customer service practices, methods and techniques.

Skill in:

- Effective oral and written communications
- Mediating and negotiating differences between developers, contractors, builders, planners and community organizations to best meet the needs of the Town:
- Handling and prioritizing multiple funding sources: projects and programs:
- Creating and maintaining a positive image among community groups, individuals, media and governmental entities;
- Identifying organizational systems and staffing functions;
- Identifying and projecting fiscal impacts of trends or projects on community tax base; and
- Establishing and maintaining effective working relationship with others.

Ability to:

- Effectively plan and organize the activities of the economic development programs.
- Analyze, interpret and report economic, demographic and sociological research findings.
- Manage multiple top priority projects at one time.
- Exercise initiative and independent judgment.
- Establish and maintain effective working relationships with business, industrial and community leaders.
- Communicate effectively verbally and in writing.

### **PHYSICAL REQUIREMENTS AND WORK ENVIRONMENT:**

Vision is required to perform essential functions; occasional standing, bending, and stooping. Work is performed in an office environment. Requires the use of a Town vehicle on Town business. Individuals must be physically capable of operating the vehicles safely.

### **MINIMUM QUALIFICATIONS:**

Bachelor's degree in public or business administration or a related field and two years experience in an economic development real estate or marketing environment. Municipal experience is preferred.

Any equivalent combination of training and experience, which provides the required knowledge, skills, and abilities, is qualifying.

**Job Description**

7.5. Proposed Job Description



**ECONOMIC DEVELOPMENT DIRECTOR**

**SALARY RANGE 90  
EXEMPT**

Department:	<b>Economic Development</b>	Revised Date:	<b>November 2018</b>
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**GENERAL PURPOSE:** Under limited supervision and general policy direction, creates, develops, plans, organizes, manages and implements the activities of Business Development, Marketing, Community Relations, Business Attraction, Retention and Expansion, Creative Placemaking and project management programs for the Town. The position requires an extremely high degree of independent judgment and decision making.

**PRIMARY DUTIES AND RESPONSIBILITIES:**

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Creates, develops, plans, organizes and manages economic development projects related to generating business and development opportunities for the Town, attracting public and private capital investment and diversifying employment.
- Fosters a positive, flexible 'can-do' environment, projecting a cooperative and innovative team-playing image to current businesses, potential businesses, other departments within the organization, regional partners and residents of the community
- Works with Town departments in providing guidance through local and state permitting process to individuals and companies wanting to establish, relocate, or expand their businesses within the community.
- Assist in the planning, research and coordination of community development and other town sponsored projects that support voter and council approved planning documents
- Interprets the Town's economic development policies; prepares and recommends policies pertaining to economic development matters and coordinates with industrial, business, governmental, and private organizations in developing long and short range plans for economic development programs
- Becomes familiar with the existing inventory of available public and private buildings, businesses and residential development sites within the community
- Investigates economic development grant sources; prepares, or directs the preparation of, and reviews, grant applications
- Initiates and manages capital improvement projects related to economic development
- Assists with the negotiation, preparation, processing and implementation of such documents as development agreements, public/private partnership agreements, public facility buy-in

## **Job Description**

agreements, professional service contracts, requests for proposals/qualifications, memorandums of understanding and intergovernmental agreements

- Attends professional development workshops and conferences to keep abreast of trends and developments in the field of economic development, and to represent the interest of the Town of Camp Verde on matters related to economic development
- Is responsible for delivering verbal and written presentations to Town Management, Town Council, boards, commissions and citizens groups in a professional and effective manner.
- Analyzes and researches parameters for Town incentives for developers and other businesses working with the Town.
- Liaises and maintains strong relationships with the general public, area businesses, clients, media, local and regional business organizations, marketing organizations, non-profits and special interest groups as well as various federal state and local government agencies while maintaining the Town's image of an effective, positive, welcoming environment
- Directs the activities of the Department staff; plans, budgets, prioritizes and assigns tasks and projects; monitors work, develops staff skills, and evaluates performance; meets regularly with staff to discuss and resolve workload and technical issues; develops departmental goals and priorities.
- Performs other related duties as assigned or required.

### **MANAGERIAL RESPONSIBILITIES:**

Manages Economic Development Department staff.

### **MINIMUM QUALIFICATIONS:**

#### **Education and Experience:**

Bachelor's degree in public or business administration or a related field and two years' experience in economic development, real estate or marketing environment. Any equivalent combination of training and experience, which provides the required knowledge, skills, and abilities, is qualifying.

#### **Required Licenses or Certifications:**

- Must possess State of Arizona Driver's license.

#### **Required Knowledge of:**

- Federal, State, County and Municipal economic plans and development laws, rules, regulations and ordinances
- State of Arizona and Town of Camp Verde building and zoning codes and ordinances
- Administrative and management policies and procedures
- Supervisory methods and practices
- Long term operational plans and major policy development practices and procedures.
- Contract development, mediation and administration.
- Financial management and budget development practices and procedures
- Public relations and consumer service practices, methods and techniques

#### **Required Skill in:**

- Effective oral and written communications
- Mediating and negotiating differences between developers, contractors, builders, planners and community organizations to best meet the needs of the Town

## **Job Description**

- Handling and prioritizing multiple funding sources: projects and programs
- Creating and maintaining a positive image among community groups, individuals, media and governmental entities
- Identifying organizational systems and staffing functions
- Identifying and projecting fiscal impacts of trends or projects on community tax base
- Establishing and maintaining effective working relationship with others.

### **Physical Demands / Work Environment:**

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.
- While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit; stand; walk; use hands to finger, handle or feel; and reach with hands and arms.
- The employee is occasionally required to stoop, kneel, crouch or crawl. The employee must frequently lift and move up to 25 pounds and occasionally lift and move up to 50 pounds of office equipment. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.
- Although most work is performed in an indoor office environment, some work may be performed outdoors, on uneven surfaces and in inclement weather
- Some travel is required. Individuals must be physically capable of operating motor vehicles safely

7.5. Proposed Job Description



**Economic Development Project Manager**

**Salary Range: 68**

Department:	<b>Economic Development</b>	Revised Date:	<b>September 2018</b>
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**GENERAL PURPOSE:** General responsibilities include creating, developing and implementing projects and programs that support business attraction; business retention and expansion; small business development initiatives; workforce development initiatives, tourism marketing and other related economic development programs and projects. Work is oriented either toward short-term or multi-year projects. This position also supervises the Camp Verde Visitor Center staff as well as departmental interns, and manages contracts a variety of outside consultants and vendors. Duties are performed under the general supervision of the Economic Development Director who evaluates performance based upon results. The increased responsibility and difficulty of assignments differentiate this class from the economic development specialist position(s).

**PRIMARY DUTIES AND RESPONSIBILITIES:**

*The following duties **ARE NOT** intended to serve as a comprehensive list of all the duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties and may be required to perform additional position-specific duties.*

- Designs and implements programs designed to support and build relationships with existing businesses, media information sources, the tourism industry, non-profits and regional partners
- Manages marketing campaigns that support business attraction, business retention, business expansion, downtown and small business support, as well as tourism
- Proactively identifies and develops solutions to addresses community business climate issues
- Develops and manages creative placemaking projects consistent with carrying out the Town's strategic plans
- Applies for and manages grants that support departmental goals and strategies;
- Builds departmental capacity through professional partnerships, internship programs, and leveraging regional resources
- Facilitates community engagement with residents, businesses and non-profits, concerning economic development issues and problems
- Collaborates with Town departments, governmental agencies and non-governmental organizations to engage the business community and assist business clients
- Represents the Town as a liaison to local and regional economic development entities, tribal partners, business, marketing, and related associations and at meetings, conferences, and trade shows
- Presents oral and written reports to Town Council, business groups, and other interested parties.

## **Job Description**

### **MANAGERIAL RESPONSIBILITIES:**

- Supervises Visitor Center Ambassadors
- Supervises departmental interns

### **MINIMUM QUALIFICATIONS:**

#### **Education and Experience:**

Bachelor's Degree from an accredited college or university with major course work in urban planning, economic development, marketing, public or business administration, finance, or a related field or equivalent experience or five (5) years of progressively responsible experience in an economic development, marketing, business attraction and/or development, research, community development planning, or a related field. Significant experience in project management, marketing, brand development, community engagement, business development and promotional material creation. Any equivalent combination of education, training, and experience, which provides the requisite knowledge, skills, and abilities for this job, may be considered.

#### **Required Licenses or Certifications:**

- Must possess State of Arizona Driver's license

#### **Required Knowledge of:**

- Economic development goals and strategies as outlined in council approved strategic planning documents, such as Focused Future, Verde River Recreation Plan and the Town's General Plan
- Town business environment and existing businesses

#### **Required Skill in:**

- Project management
- Innovative problem solving
- Creative program development
- Self-motivation and time management
- Written and oral communication skills
- Leadership and collaboration with groups and individuals of diverse backgrounds and interests
- Ability to work successfully in a team-oriented atmosphere that provides business, citizens and employees with accurate information and excellent customer service
- Employee management
- Event planning and meeting facilitation
- Computer software
- Research, analysis and presentation of information

#### **Physical Demands / Work Environment:**

- The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.



## Job Description

- While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required to sit; stand; walk; use hands to finger, handle or feel; and reach with hands and arms.
- The employee is occasionally required to stoop, kneel, crouch or crawl. The employee must frequently lift and move up to 10 pounds and occasionally lift and move up to 50 pounds of office equipment. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.
- Although most work is performed in an indoor office environment, individual projects may be performed outdoors, in rough terrain and on uneven surfaces
- Some travel is required. Individuals must be physically capable of operating motor vehicles safely

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**Agenda Report Form – Section I**

Meeting Date: October 17, 2018

- Consent Agenda       Decision Agenda       Executive Session Requested
- Presentation Only       Action/Presentation       Work Session

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin/Carol Brown

Agenda Title (be exact): Discussion, consideration and possible approval of the DRAFT Citizen Complaint Form and Procedures followed by direction to staff.

List Attached Documents: Citizen Complaint Form & Procedure (DRAFT).

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 15 minutes

**Reviews and comments Completed by:**

Town Manager: \_\_\_\_\_  Department Head: \_\_\_\_\_

Town Attorney Comments: Reviewed

Risk Management: \_\_\_\_\_

Finance Department  
 Fiscal Impact:  
 Budget Code: N/A Amount Remaining: N/A  
 Comments:

**Background Information:**

1. The Town’s *Citizen Complaint Form/Procedures* has gone through several iterations.
2. Generally, the complaint form and procedures have been successful.
3. The 9/7/18 direction from Council was to come back with simple revisions to the complaint form and procedures for *discussion/decision which included* notification to Council when formal written *complaints* are submitted to the Town.

Recommended Action (Motion): Approve changes to the DRAFT Citizen Complaint Form and Procedures followed by direction to staff.

Instructions to the Clerk: None



FOR OFFICE USE ONLY

Complaint #: \_\_\_\_\_  
Received by: \_\_\_\_\_  
Date: \_\_\_\_\_  
Forwarded to: \_\_\_\_\_  
INITIAL Review Deadline: \_\_\_\_\_  
(10 working days)

**DRAFT**

**TOWN OF CAMP VERDE  
CITIZEN COMPLAINT PROCEDURE  
473 S. Main Street, Suite 102 – Camp Verde, AZ 86322  
928-554-0023**

The Town of Camp Verde has initiated a policy for receiving citizen complaints to ensure a fair review of concerns of the public about policy, procedures, ordinances, codes, personnel, and/or similar issues.

The following two types of complaints are addressed below:

1. Issues related to a specific department(s) or employee(s):
2. Complaints Against Elected Officials

**SECTION ONE: COMPLAINTS RELATED TO SPECIFIC DEPARTMENTS OR EMPLOYEE(S):**

**STEP #1: When to File a Formal Complaint:** If, after notifying a Department Head that you have a valid concern and you have not received a satisfactory response, you may proceed to the next step by filing a Formal Complaint.

Have you attempted to resolve your complaint with the appropriate department?  Yes  No

**STEP #2: How to File a Formal Complaint:**

Complete the written complaint form following the instructions listed below. Complaint Forms are on file in the Clerk's Office at 473 S. Main, Ste. 102 or you can download a blank copy online at [www.campverde.az.gov/government/town-clerk/forms](http://www.campverde.az.gov/government/town-clerk/forms).

You must sign and date a written complaint form and mail or hand-deliver it to the Clerk's Office. (Under no circumstances, will phone calls, emails, faxes or other forms of telecommunication be accepted). The Complaint must state specific dates, facts, and other pertinent information. You may attach any relevant documents supporting your claim. If you plan to include comments or statements by other witnesses, you must submit their signed and dated statements with your complaint. Your complaint cannot be amended and the Clerk's Office cannot receive additional information related to your complaint once it has been submitted.

**TYPE OF COMPLAINT**

Personnel Name of Employee: \_\_\_\_\_

**COMPLAINTS AGAINST TOWN EMPLOYEES/VOLUNTEERS ARE LIMITED TO THEIR JOB PERFORMANCE OR QUALIFICATIONS AND SHALL BE DIRECTED TO THE HUMAN RESOURCES (HR) DEPARTMENT FOR EVALUATION.**

**PLEASE NOTE: TOWN ELECTED OFFICIALS ARE NOT CONSIDERED 'TOWN PERSONNEL' AND COMPLAINTS CONCERNING TOWN ELECTED OFFICIALS ARE GOVERNED BY SECTION TWO BELOW.**

Non-Personnel Department: \_\_\_\_\_

Zoning Location: \_\_\_\_\_ Parcel#: \_\_\_\_\_

Other Be Specific: \_\_\_\_\_

**What to expect:**

1. Upon receipt of your written complaint, the Clerk's Office will:
  - a. Date stamp the complaint, assign a complaint Number (i.e. C-09-01) and forward by e-mail to the appropriate department head and to the Town Manager. You will receive a receipt noting the complaint number, date received, and person who received the written complaint.

2. The Department Head or his/her designee has ten (10) working days after receipt of the complaint to initially respond to you in writing. The Department Head will have an additional 30 days to provide a response if necessary to resolve the complaint. This written response will be e-mailed or mailed to you and a copy will be filed in the Clerk's Office. A copy of the response will be submitted by the Clerk's Office to the Town Manager. All original complaints and responses will be on file in the Clerk's Office.
3. If the response is not satisfactory to you, you have ten (10) working days from the date of the final written response to request that the Manager or his/her designee review the matter. The request must be filed, in writing, with the Clerk's Office, and must reference the original complaint number. Note: phone calls, emails, faxes or other forms of communication will not be considered. The Manager or his/her designee will review the complaint within ten (10) working days, and notify you of his/her initial determination with regard to your complaint. The Town Manager shall have additional time as appropriate to resolve complaints that are complex and require an extensive evaluation. During an extensive evaluation the Town Manager shall update the complainant and Council at a minimum of every 30 days until a final outcome is determined. The Town Manager may concur with the response of the Department Head or recommend additional action.

**SECTION TWO: COMPLAINTS AGAINST A TOWN ELECTED OFFICIAL(S):**

*Before filing a formal complaint, attempt to resolve your complaint directly with the elected official(s).*

**How to File a Formal Complaint Against a TOWN ELECTED OFFICIAL:**

Complete the written complaint form following the instructions listed below. Complaint Forms are on file in the Clerk's Office at 473 S. Main, Ste. 102 or you can download a blank copy online at [www.campverde.az.gov/government/town-clerk/forms](http://www.campverde.az.gov/government/town-clerk/forms).

You must sign and date a written complaint form and mail or hand-deliver it to the Clerk's Office. (Under no circumstances, will phone calls, emails, faxes or other forms of telecommunication be accepted). The Complaint must state specific dates, facts, and other pertinent information. You may attach any relevant documents supporting your claim. If you plan to include comments or statements by other witnesses, you must submit their signed and dated statements with your complaint. Your complaint cannot be amended and the Clerk's Office cannot receive additional information related to your complaint once it has been submitted.

Upon receipt of your written complaint, the Clerk's Office will:

1. Date stamp the complaint, assign a complaint Number (i.e. C-09-01) and forward by e-mail to the appropriate department head and to the Town Manager. You will receive a receipt noting the complaint number, date received, and person who received the written complaint.
2. A copy of the complaint will be forwarded to the Mayor, Vice-Mayor, Town Manager and Town Attorney. If the complaint involves either or both of the Mayor and Vice-Mayor, the complaint will not be forwarded to either or both of them. The persons receiving a copy of the complaint will meet to decide: (i) to act directly on the complaint pursuant to Section 15.10.A of the Town of Camp Verde Council Code of Conduct or (ii) to refer the complaint to an independent reviewing authority such as a city or town attorney from another jurisdiction or any attorney from the office of the County Attorney.
3. The Town Manager will orally brief all Council members on: (i) the fact that a complaint has been filed, (ii) the person against whom the complaint has been filed and (iii) the general nature of the complaint.

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

State the details of your complaint or information: Use the reverse side if necessary. If you have any relevant documents, please attach photo copies only. DO NOT ATTACH ORIGINAL DOCUMENTS.

The information presented in this complaint form is true, correct and complete to the best of my knowledge, Furthermore, I acknowledge that I have read and understand the procedures. Note: a complaint is a public record and by law we must provide the name of the complainant.

X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Date

**For Office Use Only**

Copy to Manager \_\_\_\_\_  
Date \_\_\_\_\_

Sent to Department head for review \_\_\_\_\_ Review Deadline \_\_\_\_\_  
Date \_\_\_\_\_ Date (10 working days)

Action Taken \_\_\_\_\_  
Date \_\_\_\_\_

Manager Review (if applicable) \_\_\_\_\_ Review Deadline \_\_\_\_\_  
Date (if applicable) \_\_\_\_\_ Date (if applicable)

**RELEVANT DEPARTMENT**

- |  |   |   |                                       |
|--|---|---|---------------------------------------|
| <input type="checkbox"/> Administration        | <input type="checkbox"/> Building         | <input type="checkbox"/> Clerk's Office   | <input type="checkbox"/> Public Works |
| <input type="checkbox"/> Parks & Recreation    | <input type="checkbox"/> Maintenance      | <input type="checkbox"/> Library          |                                       |
| <input type="checkbox"/> Community Development | <input type="checkbox"/> Marshal's Office | <input type="checkbox"/> Magistrate Court |                                       |
| <input type="checkbox"/> Commission:           |   |   |                                       |



TOWN OF CAMP VERDE  
 CITIZEN COMPLAINT PROCEDURE  
 473 S. Main Street, Suite 102 – Camp Verde, AZ 86322  
 928-554-0023

FOR OFFICE USE ONLY  
 Complaint # \_\_\_\_\_  
 Received by: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Forwarded to: \_\_\_\_\_  
 Initial Review Deadline: \_\_\_\_\_

The Town of Camp Verde has initiated a policy for receiving citizen complaints to ensure a fair review of concerns of the public about policy, procedures, ordinances, codes, personnel, and/or similar issues.

The following two types of complaints are addressed below:

1. Issues related to a specific department or employee(s):
2. Complaints Against Elected Officials

**SECTION ONE: COMPLAINTS RELATED TO SPECIFIC DEPARTMENTS OR EMPLOYEE(S):**

**STEP #1: When to File a Formal Complaint:**

If, after notifying a Department Head that you have a valid concern and you have not received a satisfactory response, you may proceed to the next step by filing a Formal Complaint.

Have you attempted to resolve your complaint with the appropriate department?  Yes  No

**STEP #2: How to File a Formal Complaint:**

Complete the written complaint form following the instructions listed below. Complaint Forms are on file in the Clerk's Office at 473 S. Main, Ste. 102 or you can download a blank copy online at [www.campverde.az.gov](http://www.campverde.az.gov) → government → town-clerk → forms.

You must sign and date a written complaint form and mail or hand-deliver it to the Clerk's Office. (Under no circumstances, will phone calls, emails, faxes or other forms of telecommunication be accepted). The Complaint must state specific dates, facts, and other pertinent information. You may attach any relevant documents supporting your claim. If you plan to include comments or statements by other witnesses, you must submit their signed and dated statements with your complaint. Your complaint cannot be amended and the Clerk's Office cannot receive additional information related to your complaint once it has been submitted.

**TYPE OF COMPLAINT**

Personnel Name of Employee: \_\_\_\_\_

COMPLAINTS AGAINST TOWN EMPLOYEES/VOLUNTEERS ARE LIMITED TO THEIR JOB PERFORMANCE OR QUALIFICATIONS AND SHALL BE DIRECTED TO THE HUMAN RESOURCES (HR) DEPARTMENT FOR EVALUATION.

PLEASE NOTE: TOWN ELECTED OFFICIALS ARE NOT CONSIDERED 'TOWN PERSONNEL' AND COMPLAINTS CONCERNING TOWN ELECTED OFFICIALS ARE GOVERNED BY SECTION TWO BELOW.

Non-Personnel Department: \_\_\_\_\_

Zoning Location: \_\_\_\_\_ Parcel#: \_\_\_\_\_

Other Be Specific: \_\_\_\_\_

**What to expect:**

1. Upon receipt of your written complaint, the Clerk's Office will date stamp the complaint, assign a complaint Number (i.e. C-09-01) and forward by e-mail to the appropriate department head, and to the Town Manager. You will receive a receipt noting the complaint number, date received, and person who received the written complaint.
2. The Department Head or his/her designee has ten (10) working days after receipt of the complaint from the Clerk's Officer to initially respond in writing. The Department Head will have an additional 30 days to provide a response if necessary to resolve

**Deleted:** 928-567-6631 ¶

**Deleted:** Have you attempted to resolve your complaint with the appropriate department?  Yes  No¶

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the complaint. This written response will be e-mailed or mailed to you and a copy will be filed in the Clerk's Office. A copy of the response will be submitted by the Clerk's Office to the Town Manager. All original complaints and responses will be on file in the Clerk's Office.

3. If the response is not satisfactory to you, you have ten (10) working days from the date of the written response to request that the Manager or his/her designee review the matter. The request must be filed, in writing, with the Clerk's Office, and must reference the original complaint number. Note: phone calls, emails, faxes or other forms of communication will not be considered. The Manager or his/her designee will review the matter within ten (10) working days, and notify you of his/her initial determination with regard to your complaint. The Town Manager shall have additional time as appropriate to resolve complaints that are complex and require an extensive evaluation. During an extensive evaluation the manager shall update the complainant and Council at a minimum of every 30 days until a final outcome is determined. The Manager may concur with the response of the Department Head or recommend additional action.

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**SECTION TWO: COMPLAINTS AGAINST A TOWN ELECTED OFFICIAL(S):**

1. Before filing a formal complaint, attempt to resolve your complaint directly with the elected official(s).

**How to File a Formal Complaint Against a TOWN ELECTED OFFICIAL**

Complete the written complaint form following the instructions listed below. Complaint Forms are on file in the Clerk's Office at 473 S. Main, Ste. 102 or you can download a blank copy online at [www.campverde.az.gov](http://www.campverde.az.gov) -> government -> town-clerk -> forms.

You must sign and date a written complaint form and mail or hand-deliver it to the Clerk's Office. (Under no circumstances, will phone calls, emails, faxes or other forms of telecommunication be accepted). The Complaint must state specific dates, facts, and other pertinent information. You may attach any relevant documents supporting your claim. If you plan to include comments or statements by other witnesses, you must submit their signed and dated statements with your complaint. Your complaint cannot be amended and the Clerk's Office cannot receive additional information related to your complaint once it has been submitted.

Upon receipt of your written complaint, the Clerk's Office will:

1. Date stamp the complaint, assign a complaint Number (i.e. C-09-01) and forward by e-mail to the appropriate department head and to the Town Manager. You will receive a receipt noting the complaint number, date received, and person who received the written complaint.
2. A copy of the complaint will be forwarded to the Mayor, Vice-Mayor, Manager and Town Attorney. If the complaint involves either or both of the Mayor and Vice-Mayor, the complaint will not be forwarded to either or both of them. The persons receiving a copy of the complaint will meet to decide: (i) to act directly on the complaint pursuant to Section 15.10.A of the Town of Camp Verde Council Code of Conduct or (ii) to refer the complaint to an independent reviewing authority such as a city or town attorney from another jurisdiction or any attorney from the office of the County Attorney.
3. The Manager will orally brief all Council members on: (i) the fact that a complaint has been filed, (ii) the person against whom the complaint has been filed and (iii) the general nature of the complaint.

Name: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_

State the details of your complaint or information: Use the reverse side if necessary. If you have any relevant documents, please attach photo copies only. DO NOT ATTACH ORIGINAL DOCUMENTS.

Clerk/Complaint Procedures 2  
Approved by Council 10-17-18

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The information presented in this complaint form is true, correct and complete to the best of my knowledge, Furthermore, I acknowledge that I have read and understand the procedures. Note: a complaint is a public record and by law we must provide the name of the complainant.

X  
Signature \_\_\_\_\_

X  
Date \_\_\_\_\_

**For Office Use Only**

- Copy to Manager \_\_\_\_\_  
Date \_\_\_\_\_
- Sent to Department head for review \_\_\_\_\_ Review Deadline \_\_\_\_\_  
Date \_\_\_\_\_ Date (10 working days)
- Action Taken \_\_\_\_\_  
Date \_\_\_\_\_
- Manager Review (if applicable) \_\_\_\_\_ Review Deadline \_\_\_\_\_  
Date (if applicable) \_\_\_\_\_ Date (if applicable)

**RELEVANT DEPARTMENT**

- |  |   |   |                                       |
|--|---|---|---------------------------------------|
| <input type="checkbox"/> Administration        | <input type="checkbox"/> Building         | <input type="checkbox"/> Clerk's Office   | <input type="checkbox"/> Public Works |
| <input type="checkbox"/> Parks & Recreation    | <input type="checkbox"/> Maintenance      | <input type="checkbox"/> Library          |                                       |
| <input type="checkbox"/> Community Development | <input type="checkbox"/> Marshal's Office | <input type="checkbox"/> Magistrate Court |                                       |
| <input type="checkbox"/> Commission: _____     |   |   |                                       |

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Clerk/Complaint Procedures 3  
Approved by Council 10-17-18