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**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, JUNE 3, 2020 at 6:30 P.M.**

ZOOM MEETING LINK <https://us02web.zoom.us/j/81606551791>

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 Buck Buchanan, Joe Butner, Bill LeBeau, Jessie Murdock, Robin Whatley; Vice Mayor Dee Jenkins; 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 – May 20, 2020 Page 5
 - b) **Set Next Meeting, Date and Time:**
 - 1) Regular Meeting – Wednesday June 17, 2020 at 6:30 p.m.
 - 2) Regular Meeting – Wednesday July 1, 2020 at 6:30 p.m.
 - c) **Facilities Use Agreement** Page 15
Yavapai County Community College
5. **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 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 ARS §38-431.01(H))

6. **Special Announcements and Presentations**
 - Energy Savings Project Presentation. Page 21
7. **Discussion and Consideration and Possible Appointment of one (1) member to the Board of Adjustment and Appeals for a term that expires January 2023**
Staff Resource Cindy Pemberton Page 29
8. **Discussion, Consideration, and Possible Direction to Staff to approve Change Order 3 requested by Tierra Verde Builders for the Camp Verde Sports Complex.** Staff Resource Ron Long Page 33
9. **Discussion, Consideration, and Possible Direction to Staff to relocate the Toy Metal Building to the Street Yard to serve as an Equipment Garage instead of the Camp Verde Sports Complex.** Staff Resource Ron Long Page 37
10. **Discussion, Consideration and Possible Approval of an easement agreement between the Town of Camp Verde and Seacrest Investments, LLC, for an approximately 14-foot strip of land adjacent to the Marshal's Office parking lot.** Staff Resource Russ Martin Page 45
11. **Covid-19 Update.** Staff Resource Russ Martin
12. **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 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))
13. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Phillip England Center for the Performing Arts Foundation. 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.
14. **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.

15. Adjournment

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Town of Camp Verde and Bashas on 05-28-2020 at 3:00 p.m.

Cindy Pemberton

Cindy Pemberton, Town Clerk

Note: Pursuant to A.R.S. §38-431.03. (A)(1); (A)(2) and (A)(3), the Council may hold an 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.

Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - 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. 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

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DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, MAY 20, 2020 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 (zoom), Vice Mayor Dee Jenkins, Councilor Bill LeBeau, Councilor Robin Whatley (zoom), Councilor Jesse Murdock, Councilor Joe Butner and Councilor Buck Buchanan are present.

Also Present

Town Manager Russ Martin, Town Clerk Cindy Pemberton and Recording Secretary Jennifer Reed.

3. Pledge of Allegiance

Councilor Bill LeBeau 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. Work Session – April 7, 2020
2. Work Session – April 8, 2020
3. Regular Session – April 15, 2020
4. Work Session – April 22, 2020
5. Budget Work Session – May 1, 2020

b) Set Next Meeting, Date and Time:

1. Regular Meeting – Wednesday June 3, 2020 at 6:30 p.m.
2. Regular Meeting – Wednesday June 17, 2020 at 6:30 p.m.

c) Resolution Extension: Possible approval of an Extension of Resolution No. 2015-939, for High View, LLC's Mining Conditional Use Permit, which states "A Resolution of the Common Council of the Town of Camp Verde ("Town"), Arizona, Yavapai County, on Use Permit 20150033, an application submitted by Joe Link – agent for the owner Aultman Land & Cattle III & IV,

LLC of a portion of Parcel 403-15-002Y, and a portion of 403-15-003C. The Use Permit will allow an operation that will mine, quarry and extract natural resources from the property which will be a total of 195.33 acres. The property is located on State Route 260 at milepost 214.27 on Parcels 403-15-002Y & 403-15-003C”.

Mayor German mentioned he noted some corrections in the minutes before the meeting and those have been corrected.

Councilor Butner asked that Item 4c be removed for further explanation. He said that it is his understanding that mining is going on at the present time and no problems have been reported? Town Manager Russ Martin stated no problems have been reported. Community Development Director Melinda Lee said they are getting ready to actively develop the property, but no issues have been reported.

Motion made by Councilor LeBeau to approve consent agenda Items A, B, and C with corrections to previous minutes as noted by the mayor earlier. Second was made by Vice Mayor Jenkins. **Motion** carried unanimously with Mayor German, Vice Mayor Jenkins, Councilors Whatley, Murdock, LeBeau, Butner and Buchanan approving.

5. **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 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 ARS §38-431.01(H))**

Todd Scantlebury submitted a request to speak form but is not available at this time. Council will move the request to speak to Item 12 “*Call to the Public not on the Agenda*”

6. **Special Announcements and presentations**

- Municipal Clerks’ Week May 3, 2020 through May 9, 2020 Proclamation.
Mayor German read the proclamation and declared it so.
- Proclamation to declare May 15th of each year to be Peace Officers Memorial Day, and the calendar week of each year during which May 15th occurs as Police Week, which was originally proclaimed by the U.S. Congress and signed by President John F. Kennedy on October 1, 1962.

Mayor German read the proclamation and declared it so.

7. **Discussion, Consideration and Possible Approval of Resolution 2020-1045, a Resolution of the Mayor and Common Council of the Town of Camp Verde,**

Yavapai County, Arizona, adopting fees for Town services for Fiscal Year 2020-21 and superseding Resolution 2019-1023. Staff Resource Mike Showers

Finance Director Mike Showers stated this is the annual time for Council to approve fees. The list of fees has been posted for 60 days. Mr. Showers reviewed the changes, stating the requested changes to the fees are in the right-hand column in red. If nothing is listed, it means there were no changes.

Motion made by Councilor Murdock to approve Resolution 2020-1045, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting fees for Town services for Fiscal Year 2020-2021 and superseding Resolution 2019-1023. Second was made by Vice Mayor Whatley. **Motion** carried unanimously with Mayor German, Vice Mayor Jenkins, Councilors Whatley, Murdock, LeBeau, Butner and Buchanan approving.

8. 2020 Covid-19 Update – Staff Resource Russ Martin

The following was submitted/requested by Vice-Mayor Jenkins to bring all of Council up to speed on financial issues related to Covid-19 throughout the Town. The best way to move forward is to give this a general opportunity for Staff and Council to request and receive information that relates to activities in Town per this topic regularly, like the Legislative Update has traditionally been.

This is intended for Council and Staff to bring items up under this agenda item for informational purposes. Only Vice Mayor Dee Jenkins requests a financial update as of March 2020 (April 2020 if available). Finance Director Mike Showers and Town Manager Russ Martin will present to Council the current financial status of the town and if any adjustments are planned in this budget year to offset possible shortfall in revenue. Mr. Martin will give an update to Council the status of town operations and department schedules. Director of Economic Development, Steve Ayers will update Council regarding the impact of COVID-19 has had on local businesses and his department plans to support and/or assist local businesses in their effort to restart or return to a “normal” business

Mr. Martin would like advanced notice if Council Members have questions so staff can do research and bring back information.

Vice Mayor Jenkins stated she gave a list of her concerns to the Town Clerk Cindy Pemberton before the meeting. She asked Ms. Pemberton to distribute a copy to Council Members. (see attached)

Councilor LeBeau voiced his concern that when the Vice Mayor asked the Clerk to distribute a document, she consulted Mr. Martin first. Should she do this? Is this the proper way to do this? What if Mr. Martin said no? Ms. Pemberton said the Clerk’s Office should be made aware of documents being provided to the Council prior to the meeting. Mr. Martin stated the Council cannot direct staff, so it is appropriate for her to check with him. It is not his intent to overrule but to review. Mr. Martin explained how the Clerk works and distributes the information. This is not an abnormal procedure.

Vice Mayor Jenkins stated that when she submitted changes to the agenda, that was part of an email she sent that to Mr. Martin.

Councilor Murdock stated we are a Council/Manager form of government. This is how we function. Council functions directly with the manager. The role of the Clerk is to distribute information given to her. She is under the direct supervision of the Town Manager not the Council. Though she serves the purpose to work for the Council, if a Council Member has information they would like to distribute, they should go to the Clerk in a timely manner.

Councilor Whatley said this isn't on the agenda. When the *Call to the Public* comes up, we have no idea what they are going to say. We cannot respond to it. Information that is passed out during a meeting is just like that. We are unable to act on that sort of thing unless we are given the information beforehand. Now, we are way off the agenda.

Mayor German suggested that Council get back to agenda and move forward.

Economic Development Director Steve Ayers stated he met with Vice Mayor Jenkins to get clarification on her questions. They had no precise numbers on COVID downturn. Mr. Ayers gave an update on what they are doing with current businesses. Most have had a drop in March and April but now on the rise. The sky is not falling, and businesses are rebounding. The economy in Camp Verde remains solid. They are still meeting with investors. Businesses will adapt and survive. All scheduled projects have never stopped and still moving forward.

Economic Specialist Jessica Bryson gave an update on what their office is doing to keep the community informed. They have built a business email list, a mailing list and have created a newsletter. Their office is keeping businesses informed as possible.

Finance Director Mike Showers reviewed his January - April Council Reports. His third quarter report is posted on his finance documents web page. Revenue through April will be short for the total year but Department Heads are able to offset this. When he is asked how does he feel about next years' budget numbers? He is not changing the TPT numbers he put into the budget. He feels he probably under budgeted. The State has a lot of pressure on them to reduce their estimates. This is his best guess.

Vice Mayor Jenkins asked Mr. Showers to give the major categories where savings occurred? Mr. Showers said some of the major categories would be maintenance, storm water, court, economic development, risk management, and HR. He is pulling these numbers from the April Report.

Vice Mayor Jenkins asked what type of expenses were you able to save the money. Mr. Showers said it is all over. Animal Control is mostly wages, and Parks & Rec caught up with pool costs. Broader categories would be electricity, or maintenance all over.

Mr. Martin asked staff to submit numbers of what they are not going to spend. Identify the numbers, Council will have a better idea at another meeting.

Vice Mayor Jenkins said this is encouraging. We won't have to cut hours or have layoffs.

Councilor Butner would like Mr. Showers to bring updated information to each Council Meetings for a while.

Mr. Martin reviewed what the Library is doing to keep everyone safe.

The Town is still hoping to hold the Cornfest event. They will be following rules from the state and watching Prescott to see how they handle their events.

Mr. Martin said a press release was sent out about the delay with opening the pool. He went over the ideas they have to keep everyone safe. The pool is planned to be open the 13th.

Mr. Martin said they still plan to keep the doors to the Clerk's Office closed to protect staff. They will be working in phases to bring staff back.

Vice Mayor Jenkins requested moving Item 12 before Item 9. Councilor Murdock objects and feels Council should follow the agenda. Mayor German would like to move Item 12 to the next item on the agenda.

Councilor LeBeau leaves (7:53pm)

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

Todd Scantlebury- Council has been given a draft Environmental Assessment from the County and Federal Highways Administration. They have given us 30 days to respond, which would be by May 30th. Within this report is a Traffic Assessment. Middle Verde Road is missing from the assessment and is rarely mentioned. This is a major road and it is missing in the DEA. The only admission that Middle Verde Road would be overwhelmed with traffic and noise. *His three minutes ran out.*

Councilor LeBeau returned at: 7:55pm

Zak Wolfe would like to delegate his minutes back to Todd. Todd continued and said there is no proper foundation to carry heavy traffic, no crown for run off, no shoulders nor sidewalks for multi-mode of travel. He is concerned that Middle Verde Road will fail. Someone is going to get hurt and the Town will have the liability. He asks Council to consider the DEA comments and Engineer Report. Anyone can sign their DEA comments. Todd will send his letter to Cindy.

Meeting break: 8:03pm

Meeting resume: 8:10pm

9. Discussion, Consideration and Possible Approval of FY 2021 Debt Levy Certification to Yavapai County for \$663,576, acting as the Trustee to the Camp Verde Sanitary District. Staff Resource Mike Showers

Finance Director Mike Showers stated this is an annual item that needs to be approved by Council every year. Council had no questions.

Motion was made by Councilor Murdock move to approve the FY21 debt levy certification to Yavapai County for \$663,567, acting as the Trustee to the Camp Verde Sanitary District. Second was made by Councilor Butner. Mayor German would like the motion revised to state the right number. Council Murdock restated the numbers to read \$663,576. Second was made by Councilor Butner. **Motion** carried unanimously with Mayor German, Vice Mayor Jenkins, Councilors Whatley, Murdock, LeBeau, Butner and Buchanan approving.

10. Discussion, Consideration and Possible Approval of FY 2021 Special Assessment levy of \$222,241 for annual payments against the Camp Verde Sanitary District's WIFA note 910175, acting as the Trustee to the Camp Verde Sanitary District. Staff Resource Mike Showers

Finance Director Mike Showers reviewed the information and said this is more of a public notice.

Motion was made by Councilor LeBeau to approve the FY21 special assessment levy of \$222,241 for annual payments against the Camp Verde Sanitary District's WIFA note 910175, acting as the Trustee to the Camp Verde Sanitary District. Second was made by Councilor Butner. **Motion** carried unanimously with Mayor German, Vice Mayor Jenkins, Councilors Whatley, Murdock, LeBeau, Butner and Buchanan approving.

11. Discussion, Consideration, and Possible Direction for finalizing the improvements and the amount of funding to secure for Phase 1B of the Camp Verde Sports Complex. Staff Resource Russ Martin and Ron Long

Town Manager Russ Martin turned the floor over to Public Works Director Ron Long. Mr. Long is looking for final direction on scope and funding necessary for staff to begin final procurement of materials/contractors/equipment to complete the first phase of the sports complex. This will allow staff to prepare for Council decision on funding and then procure the remaining items. Bids for the Camp Verde Sports Complex Phase 1B were received on January 15, 2020. The project was awarded in Council on February 19, 2020 to Tierra Verde Builders for a total of \$3,712,675. The award consisted of the Base Bid (2- Football/Soccer fields & 1- Baseball/Softball Field) plus Alternate 1 (1-Baseball/Softball Field). On March 5, 2020 the total awarded amount was reduced via Deductive Change Order (CO-1) by \$383,455 to the adjusted total of \$3,329,220. Additional details are in the attached memos. Also included is a spreadsheet that shows estimated costs of the items left with totals for comparison. Staff is recommending Option C which would require securing 2.5 million in additional funding or less as possible. The purpose would be to complete all improvements with quality but leave the maintenance

facility for the end or possibly another year while completing some additional items such as landscaping improvements or better bathroom facility, etc., Lighting is a placeholder still, with the timing of this agenda item we have put in all three quotes for some comparison but we are still working to determine the actual differences and ensure we have actual similar comparisons that would be necessary to implement while maintaining the quality we have with the MUSCO option. The Qualite quote is actually most comparable with MUSCO and is least expensive.

Vice Mayor Jenkins asked if there are any bells and whistles we can do without? Is this the basic lighting that we have to have? Mr. Long is not aware of any. We are asking them if they can provide the right amount of light in the right places on the field and still meet dark sky compliance.

Mr. Long went over the irrigation water supply needs, the milling surface parking lot and pathways, field maintenance equipment, and Porta Johns verses permanent restroom facilities.

Council Members had more discussion about permanent restroom facilities and compared costs.

Mr. Martin stated money is the issue and reviewed some options. (see attached). He reviewed payment and borrowing needs.

Public Comments:

Jackie Baker stated that in the first loan, one of three things were addressed; lift station, portable water and permanent restrooms. She believed these were the first things to be done with initial loan. With the current global issues asking Council to get another loan is totally irresponsible. These items are more important than how many fields that we need.

Ron Posten stated that he doesn't understand why the entrance is always left out. Who is going to build an entrance on Highway 260, who will maintain it, who will pay for it and when can we get it.

Mr. Martin stated that two days ago work began on the entrance.

Councilor Butner asked if there is any way to postpone the consideration of the potential loan? Even 90 days could give a better picture. Mr. Martin stated we will not get a better funding. This would only cause a delay in the park. This is a good deal and we should not put something off that needs to get finished.

Councilor Whatley would like to go with staff direction with site-built bathroom. Mr. Martin has laid out an excellent finance plan. This gives them the tools they need to finish project.

Mayor German if we do the 2.5 keeping and maintaining the way it is structured. If we get additional money, we need to get very best prices and be cautious. If we don't need it, we can put back into payments. He wants to make sure everything is covered, and we don't come up short. This is an opportunity we may miss if we pass this up.

Councilor LeBeau said the thing that concerns him is that we are going through an economic shut down and maybe wait to see which way this is going to go. That would be responsible to the citizens of Camp Verde.

Mayor German said tonight is to give direction to Mr. Martin. Mr. Martin said it may take about 30 days to get the information back and then bring it back to Council. Mid-June is approximately when Council could consider it. He can look at pushing it out another 30 days. We still have a deficit that we did budgeted for.

Vice Mayor Jenkins understands the economics that are happening. She struggles with borrowing more money but that is the only way we will get the park done soon. We still need to be prudent with our money and try to get grants to help cover some of the costs.

Councilor LeBeau said Mr. Martin should continue to keep looking into funding.

Councilor Buchanan thinks we have Mr. Martin should continue pursuing the 2.5.

Motion made by Councilor Whatley to direct staff to pursue the options of obtaining a loan up to \$2.5 million. Second was made by Councilor Buchanan.

Motion carried unanimously with Mayor German, Vice Mayor Jenkins, Councilors Whatley, Murdock, LeBeau, Butner and Buchanan approving.

13. **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.***

Councilor Murdock will not be able to make the scheduled June 3rd Meeting.

14. **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.***

Town Manager Russ Martin:

- Please let staff know if you are coming into Council Chambers for a meeting so they can plan for social distancing.
- The Town plans to continue using ZOOM for now.

15. **Adjournment**

Mayor German adjourned the meeting at 9:32 p.m.

Mayor Charles German

Attest: Town Clerk Cindy Pemberton

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on May 20, 2020. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2020.

Cindy Pemberton, Town Clerk

DRAFT

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Agenda Item Submission Form – Section I

Meeting Date: June 3, 2020

Consent Agenda Decision Agenda Executive Session Requested

Presentation Only Action/Presentation Special Session

Requesting Department: Public Works – Parks & Recreation

Staff Resource/Contact Person: Michael Marshall

Agenda Title (be exact): Facilities Use Agreement – Yavapai County Community College

List Attached Documents: Facilities Use Agreement between Town of Camp Verde and Yavapai County Community College

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviews Completed by:

Department Head: Town Attorney Comments: Has been reviewed and approved.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Fiscal impact:

Budget Code: _____ Amount Remaining: _____

Comments:

Background Information: Yavapai County Community College has utilized Camp Verde Facilities for many years to present classes and programs including dance and OLLI classes. This agreement continues this arrangement without substantive changes. The term on this agreement will continue through June of 2022.

Recommended Action (Motion): Motion to accept the Facilities Use Agreement between the Town of Camp Verde and Yavapai County Community College.

Instructions to the Clerk: Obtain Mayor's signature if passed by Council, send original to Yavapai County Community College for signature and update "S" Drive records.



Town of Camp Verde Facilities Use AGREEMENT

**Between
The Town of Camp
Verde and
Yavapai Governing Board of Yavapai County
Community College District
DBA: Yavapai County College**

The Parties to this Facilities Use AGREEMENT (herein referred to as "AGREEMENT") are the Governing Board of Yavapai County Community College District (herein referred to as "Yavapai County College"), and the Town of Camp Verde, Yavapai County, Arizona, a municipal corporation of the State of Arizona (herein referred to as the "Town").

The parties agree that the point of contact for the respective parties are as follows:

For the Town:

Russ Martin, Town Manager

Town of Camp Verde, 473 South Main Street

Camp Verde, AZ 86322

For Yavapai County College:

Ryan Bouwhuis, Director of Procurement & Contract Services

Yavapai County College, 1100 E. Sheldon Street

Prescott, Arizona 86301

Purpose of this AGREEMENT: To facilitate certain uses of Town property, to support and promote Yavapai County College, and opportunities that benefit the public, the College and the Town.

This Agreement is made with reference to the following factors:

- 1. Property and Use:** The Town agrees that "Yavapai County College" is authorized to utilize certain Town-owned properties and facilities within the corporate limits of the Town for Yavapai County College classes, meetings and other activities to promote the College and benefit the public.

The authorized Town facilities that Yavapai County College may utilize include rooms, bathrooms and other spaces including parking lots assigned through Camp Verde Parks & Recreation or the Camp Verde Community Library.

Yavapai County College agrees to conduct all activities associated with this AGREEMENT in a professional, careful and safe manner. When using any Town-assigned facility, or any portion thereof, Yavapai County College agrees to comply with all applicable State, Federal or Town ordinances and regulations. It is further understood that Yavapai County College will adhere to all written Town policies concerning the use and occupancy of any particular Town-assigned facility. Upon the completion of any use related herein, Yavapai County College agrees to leave any Town-assigned facility in as good order and condition as existed prior to Yavapai County College's use thereof.

- 2. Relocation of Event:** The parties agree that under certain circumstances (i.e. an emergency or an event beyond the Town's control that may necessitate the relocation of any of Yavapai County College's use herein provided) that such use can be relocated. This decision shall be so determined at the sole discretion of the Town concerning which particular Town-owned properties and facilities can be utilized under certain circumstances for Yavapai County College's event.

- 3. Cancellation of Event:** The Town reserves its right to cancel the use of any preset time and place of usage for Town-assigned facility if the facility becomes unavailable for any reason, including emergencies. The Town will timely notify Yavapai County College by verbal notification (as well as in writing to Yavapai County College, if time allows) of any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as the Town is made aware that the requested facility is no longer available to Yavapai County College for the preset time and place of said Town-assigned facility.

Yavapai County College also reserves its right to cancel the use of any preset time and place of usage of Town-assigned facility if Yavapai County College cannot hold their event for any reason, including emergencies. Yavapai County College will timely notify the Town by verbal notification (as well as in writing to the Town, if time allows) of any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as Yavapai County College is made aware that they will not meet at the pre-set time and place of said Town-assigned facility.

- 4. Term:** The term of the AGREEMENT shall be for a period of two (2) years and commence on July 1, 2020 and end on June 30, 2022. A similar AGREEMENT may be renewed upon the mutual agreement of both parties, under the same terms and conditions or re-negotiated. The Town shall complete any future AGREEMENT based on the then prevailing facts and circumstances and transmit it to Yavapai County College for review well in advance of the Council meeting in which a future AGREEMENT will be considered. Yavapai County College shall help coordinate this process through the Parks and Recreation Division of the Town of Camp Verde and shall clearly identify the dates and times needed for use of Town facilities.

- 5. Facility User Fees:** In consideration of Yavapai County College making educational opportunities available to Town residents and in consideration of Yavapai County College's duty to maintain any Town-assigned facility as required by Section 1 of this AGREEMENT, the Town waives any payment

of user fee(s) during the term of the AGREEMENT.

6. **Improvements:** Yavapai County College shall not make any modifications or improvements to Town facilities without prior consent of the Town. Any office equipment, supplies brought to Town facilities by Yavapai County College shall remain the property of Yavapai County College.
7. **Insurance:** In connection to the Yavapai County College's use of any Town facilities, Yavapai County College shall:

Procure at its own expense and maintain during the term hereof, any insurance policy of General Liability Insurance of at least:

\$1,000,000.00 per occurrence

\$2,000,000.00 in aggregate

against claims for the bodily injury, death and property damage. Insurance provided by Yavapai County College shall be primary and insurance provided by the Town shall not contribute to liability covered by Yavapai County College's insurance coverage.

Yavapai County College's Certificate of Insurance/Description of Operations Box must: name the Town as Additional Insured for all Yavapai County College's activities on Town Premises.

Yavapai County College shall provide, simultaneously, to the Town: 1) a Certificate of Insurance evidencing such insurance coverage; 2) the Corresponding Endorsement relative to the Town being named as additionally insured; and 3) the fully executed copy of this AGREEMENT.

The receipt of any Certificate of Insurance and Endorsement does not constitute an agreement by the Town of Camp Verde that insurance requirements have been met.

Yavapai County College shall keep said policy in force for the duration of this AGREEMENT, and for any extension thereof. Additionally, the Certificate of Insurance and corresponding endorsements relative to the Town being named as additionally insured shall be provided to the Town, annually, when Yavapai County College renews its insurance policy/policies. These documents shall be e-mailed to carol.brown@campverde.az.gov or mailed to the Risk Manager at 473 S. Main St., Ste. 102, Camp Verde, AZ 8632

8. **Indemnification:** To the extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials/agents/employees, or volunteers. **If a Claim or Claims by third parties become subject to this indemnity provision, the parties to this Agreement shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Section 8 shall survive termination of this Agreement**

Nothing in this AGREEMENT shall be construed to make either party the legal representative or agent of the other, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of, or on behalf of, the other party. The relationship created by this AGREEMENT shall not be read so as to change the independent nature of either party.

9. **Damage to Facility:** If any damage occurs to the facilities by Yavapai County College, Yavapai

County College must compensate the Town in order to repair the facilities.

- 10. Entire Understanding:** This AGREEMENT embodies the entire understanding and obligations between Yavapai County College and the Town for all uses of Town-assigned facilities pursuant to this AGREEMENT. The parties shall not be bound by, nor is either Party liable for, any statement or representations, of any nature, not set forth in this AGREEMENT. Changes of any of the provisions of this AGREEMENT shall not be valid unless completed in writing and signed by both parties.
- 11. Suspension and Termination:** A non-breaching Party may terminate this AGREEMENT for the failure of the other Party to comply with the provisions of this AGREEMENT by giving the other Party a thirty (30) day written notice of the failure to comply. Either Party may terminate this AGREEMENT immediately if the other Party files for bankruptcy or receivership, or takes any actions relating to insolvency, such as assignment for the benefit of creditors.
- 12. Assignment and Subletting:** Yavapai County College shall not have the right to assign this AGREEMENT, nor shall it allow any other person or entity to use or occupy a Town-assigned facility that has been authorized to be used by Yavapai County College pursuant to this AGREEMENT.
- 13. Arbitration:** In the event of a dispute hereunder, either Party may exercise its right to cancel this AGREEMENT in writing. At the Town's sole discretion, it may choose to resolve any dispute pursuant to A.R.S. § 12-1518, utilizing the services of the American Arbitration Association.
- 14. Conflict of Interest:** The parties understand that this AGREEMENT is subject to cancellation pursuant to A.R.S. § 38-511, without penalty or further obligation on the part of Yavapai County College or the Town, if any person significantly involved in initiating, negotiating, securing, drafting or creating this AGREEMENT on behalf of Yavapai County College or Town, and said employee or agent of the Town or Yavapai County College, in any capacity, or a consultant to the Town or Yavapai County College, with respect to the subject matter of this AGREEMENT, and such association creates a conflict of interest or presents an appearance of impropriety at any time while this AGREEMENT, or any extension hereof, is in effect.
- 15. Governing Law:** The laws of the State of Arizona shall govern this AGREEMENT, the courts of which shall have jurisdiction of the subject matter hereof. If any portion of this AGREEMENT is found by a court of record to be invalid, the remaining portions shall remain in full force and effect.
- 16. Authority:** The individual signing below on behalf of the Town hereby represents and warrants that he/she is duly authorized to execute and deliver this AGREEMENT on behalf of the Town and avows that this AGREEMENT is binding upon the Town in accordance with its terms.

For The Town:

Russ Martin, Town Manager

Date

Attest:

Approved as to form:

Cindy Pemberton, Town Clerk

Date

William Sims, Town Attorney

Date

For Yavapai County Community College District, DBA: Yavapai County College

Printed Name: _____

Signature: _____

Energy Savings Project



Energy Savings Project

Solar and lighting upgrades

2 Projects

Total Cost Projected:

\$ 496,216

Final Cost:

\$ 481,565

Project Overview

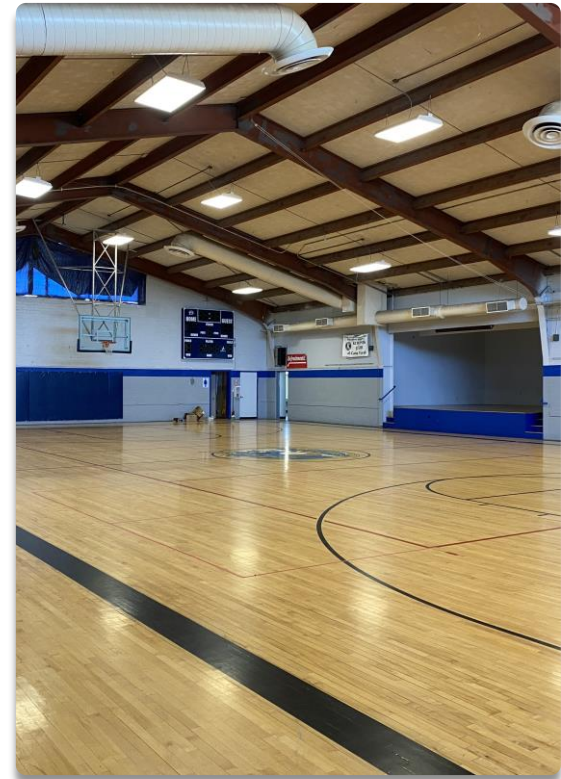
- ▶ Lighting Upgrades
- ▶ WWTP Photovoltaic System

Lighting

Gym

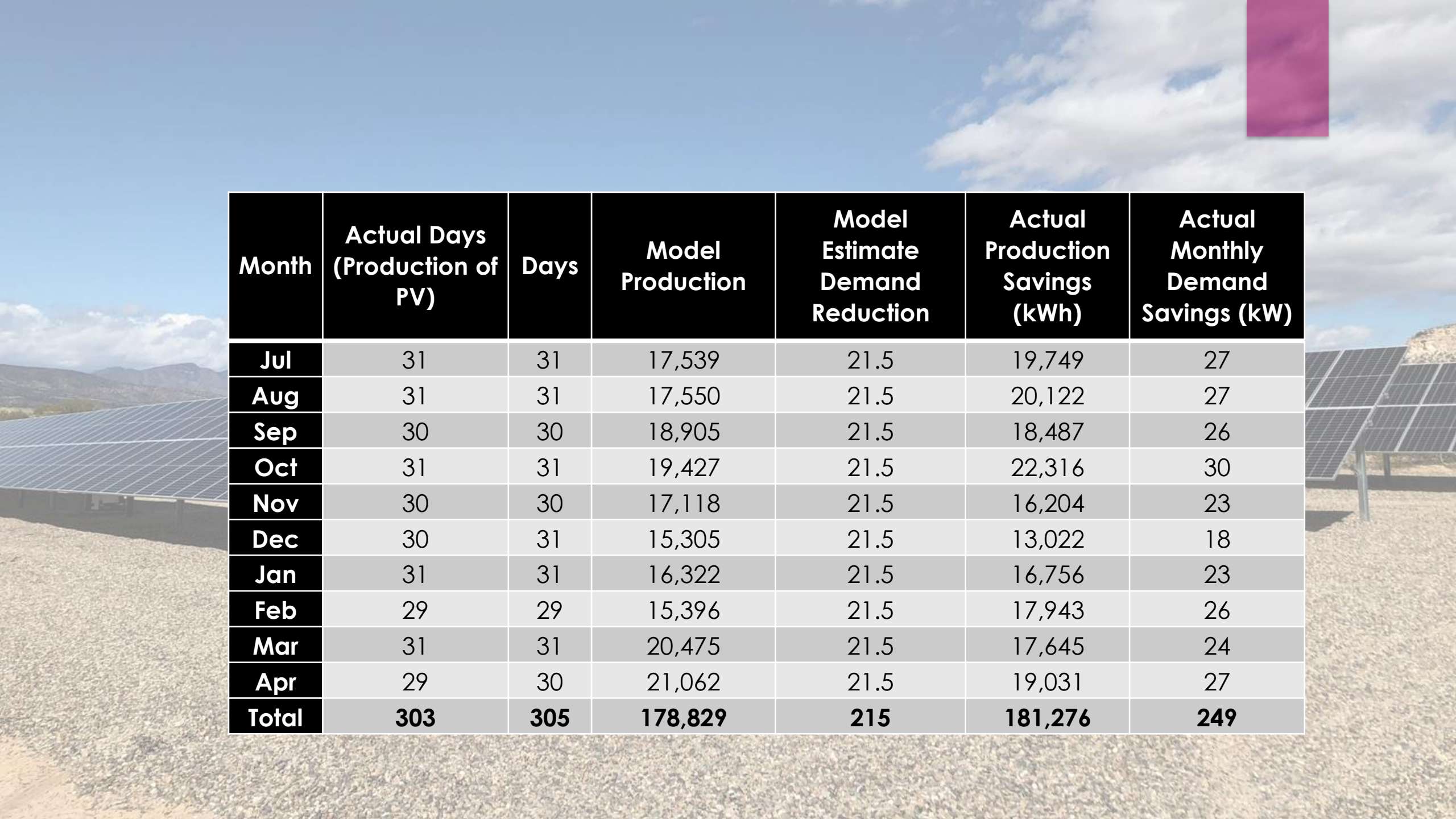
Building 300

Some WW Treatment Plant Buildings



Photovoltaic @ WW Treatment Plant





| Month | Actual Days (Production of PV) | Days | Model Production | Model Estimate Demand Reduction | Actual Production Savings (kWh) | Actual Monthly Demand Savings (kW) |
|--------------|--------------------------------|------------|------------------|---------------------------------|---------------------------------|------------------------------------|
| Jul | 31 | 31 | 17,539 | 21.5 | 19,749 | 27 |
| Aug | 31 | 31 | 17,550 | 21.5 | 20,122 | 27 |
| Sep | 30 | 30 | 18,905 | 21.5 | 18,487 | 26 |
| Oct | 31 | 31 | 19,427 | 21.5 | 22,316 | 30 |
| Nov | 30 | 30 | 17,118 | 21.5 | 16,204 | 23 |
| Dec | 30 | 31 | 15,305 | 21.5 | 13,022 | 18 |
| Jan | 31 | 31 | 16,322 | 21.5 | 16,756 | 23 |
| Feb | 29 | 29 | 15,396 | 21.5 | 17,943 | 26 |
| Mar | 31 | 31 | 20,475 | 21.5 | 17,645 | 24 |
| Apr | 29 | 30 | 21,062 | 21.5 | 19,031 | 27 |
| Total | 303 | 305 | 178,829 | 215 | 181,276 | 249 |

| Bill | Solar kWh | Total kWh | Avg \$/kWh | Cost Savings per month | % of Bill |
|---------------------|------------------|------------------|-------------------|-------------------------------|------------------|
| August-19 | 19,749 | 63,909 | \$0.1208 | \$2,386 | 30.90% |
| September-19 | 20,122 | 81,682 | \$0.1061 | \$2,135 | 24.63% |
| October-19 | 18,487 | 57,247 | \$0.1304 | \$2,410 | 32.29% |
| November-19 | 22,316 | 64,916 | \$0.1065 | \$2,376 | 34.38% |
| December-19 | 16,204 | 68,284 | \$0.0960 | \$1,556 | 23.73% |
| January-20 | 13,022 | 65,702 | \$0.0933 | \$1,215 | 19.82% |
| February-20 | 16,756 | 69,556 | \$0.0905 | \$1,516 | 24.09% |
| March-20 | 17,943 | 64,143 | \$0.1010 | \$1,812 | 27.97% |
| April-20 | 17,645 | 63,605 | \$0.0991 | \$1,749 | 27.74% |
| May-20 | 19,031 | 58,991 | \$0.1231 | \$2,343 | 32.26% |
| Totals | 181,275 | 658,035 | \$0.1055 | \$19,499 | 27.55% |

Solar Output vs Projected

- ▶ Conclusions:
 - ▶ Lighting was projected to save over the life of the project (less than 15 years)
 - ▶ WW Treatment production is above projected production and is monthly saving between 25-30% of all electric costs at WW Treatment plant.



Agenda Item Submission Form – Section I

Meeting Date:

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

Requesting Department: *Town Clerk's Office*

Staff Resource/Contact Person: *Cindy Pemberton*

Agenda Title (be exact): Discussion and Consideration and Possible Appointment of one (1) member to the Board of Adjustment and Appeals Board for a term that expires January 2023.

List Attached Documents: *Letter of Interest from Kenneth Krebbs*

Estimated Presentation Time: *N/A*

Estimated Discussion Time: *5 min*

Reviews and comments Completed by:

- Town Manager: _____ Department Head: Cindy Pemberton
- Town Attorney Comments: _____

Background Information: Town Code, Section 4-1 states: Prior to the expiration of terms for board and commission members, the Town Clerk shall call for letters of interest from the general public. Such letters shall be filed with the Town Clerk in accordance with the time lines and other related procedures established by the Council. Membership requirements for appointees are subject to the requirements established in the appropriate resolution or ordinance that created the board or commission. The Council may establish any other requirements at the time such appointments are sought for the purpose of aiding the Council in completing the selection process. Any member of a board or commission appointed by the Council shall reside within the corporate limits of the Town. However, Council may waive the residency requirement with good cause, except for appointments to the Planning and Zoning Commission, Board of Appeals and Board of Adjustments.

Terms of Members. (2000-A164) (2003-A260)

All members are appointed to boards and commissions to three (3) year terms that begin on January 1 of the year such appointment is made. Members may be re-appointed to additional terms. Such terms are to be staggered so that the terms of no more than three members shall expire in any given year.

Staff has advertised the positions since November 29, 2019 on the Town web site, Town Hall bulletin Board and through media advertisements

Recommended Action (Motion): *Move to appoint (insert the names you would like appointed) to the Board of Adjustment and Appeals*

Instructions to the Clerk: *Oath of Office if Necessary*



Camp Verde, Arizona

RECEIVED
FEB 25 2020

LETTER OF INTEREST

| | | | |
|--|--|--|--|
| Name: <u>Kenneth Krubbs</u> | | Date: <u>2/25/2020</u> | |
| Home Address: <u>3613 S Clear Water Drive Camp Verde Az 86322</u> | | | |
| Mailing Address, if different: <u>PO BOX 1238 Rimrock Az 86335</u> | | | |
| Email Address: <u>KKR@BB5@ccfmd.az.gov</u> | | | |
| Home Telephone: <u>928-593-2377</u> | | Work Telephone: <u>928-567-9401</u> | |
| Are you a resident of the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | Do you own commercial property in the Town of Camp Verde <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Length of residency in the Town of Camp Verde: | | Do you operate a business in Camp Verde? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Name and address of business (if applicable): | | | |
| If you are not in business in The Town of Camp Verde, please list your occupation; or if retired, please indicate your former occupation or profession: <u>Fire Marshal</u> | | | |
| Are you now serving, or have you ever served, on a Town of Camp Verde board or commission? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please list names of board/commission and dates served: | | | |
| Board & Commission preference (s): Refer to the last page for a list of Boards & Commissions. List your choices in order of preference: | | | |
| 1. <u>Board of Adjustment & Appeals</u> | | 3. | |
| 2. <u>PTZ</u> | | 4. | |
| Education and Community Service | | | |
| Schools Attended: | | Degree: | |
| <u>Grand Canyon University</u> | | <u>Bachelor Emergency Management 2012</u> | |
| <u>" " "</u> | | <u>Masters Leadership 2011</u> | |
| Civic Activities-Service Organizations | | Office Held: | |
| <u>Fire Board member MARD</u> | | <u>Board member 2011 2015</u> | |
| <u>Fire Board member Camp Verde Fire/CCFM</u> | | <u>Board member 2014 2018</u> | |
| Please state why you would like to be appointed to a Town Board, Commission, or Committee: <u>To become more involved with the town & community</u> | | | |
| Have you ever been charged and convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | |
| If yes please explain. | | | |
| What do you believe is the key responsibility of Board, Commission or Committee member to: (a) The Town Council, (b) The citizens of Camp Verde (c) other Board, Commission or Committee members? | | | |
| (a) <u>impartial</u> | | | |
| (b) <u>Trustworthy</u> | | | |
| (c) <u>Transparent</u> | | | |

Please state the reasons why you feel you are qualified to serve on a Board, Commission or Committee:

Through my job as Fire Marshal I have gained experience through plan reviews, occupancy inspections, code enforcement, fire protection engineering, and working through the building processes with new commercial buildings.

Applications are kept on file for two years. During that time, your application will be considered when there is an opening for the Board or Commission for which you have applied. As a candidate to a Board, Commission or Committee, your name, address and telephone number will be available to the media and public.

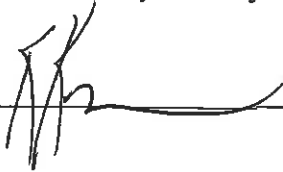
Please notify the Clerk's Office at (928) 554-0021 if you move or no longer wish to be considered for appointment.

If you have a current resume and/or certificate that may be applicable to your Board, Commission or Committee interest, please attach a copy to this application.

Mail or deliver your completed application to: Town of Camp Verde, Attn: Clerk's Office, 473 S. Main Street, Camp Verde, AZ 86322.

If appointed to a Board/Commission/Committee, I understand that Members of boards or commissions may be removed for cause including excessive lack of attendance, absences of three consecutive meetings or more than half of all scheduled meetings in any municipal year, or improper conduct as determined by the Mayor and Council.

Applicant's Signature:



Date: 2/25/2020

| | Date |
|---|------|
| Date Contacted & Invited to Appear before Council | |
| Staff Contacting Individual | |
| Date Appointed by Council | |
| Board or Commission appointed to | |

OVERVIEW OF THE TOWN OF CAMP VERDE BOARDS AND COMMISSIONS

| | | |
|---|-------------------|--|
| Planning & Zoning Commission | | |
| Duties: Analyzes reviews and makes recommendations to Council regarding land use and development-related issues. | | |
| Residency Requirement: 2003-A261 must reside within the corporate limits of the Town | | |
| Membership: Seven members | Term: Three Years | Meetings: First and Second Thursday at 6:30 p.m. |
| Board of Adjustments & Appeals | | |
| Duties: Hears and decides appeals made by individuals regarding construction codes and decisions made by the Town Building Official. Hears and decides appeals or decisions made by the Zoning Administrator. | | |
| Residency Requirement: 2003-A261 must reside within the corporate limits of the Town | | |
| Membership: Seven members | Term: Three Years | Meetings: Third Tuesday at 3:00 p.m. as needed. |
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Agenda Item 8



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: June 3, 2020

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

Requesting Department: Public Works

Staff Resource/Contact Person: Ron Long

Agenda Title (be exact): Discussion, consideration, and possible direction to Staff to approve Change Order 3 requested by Tierra Verde Builders for the Camp Verde Sports Complex.

List Attached Documents: Tierra Verde Builders Change Order 3.

Estimated Presentation Time: 10 Minutes

Estimated Discussion Time: 15 Minutes

Reviews Completed by:

Department Head: Ron Long Town Attorney Comments: N/A

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Fiscal Impact: Would increase the Construction Contract amount by \$65,350

Budget Code: 04-800-20-80400 Amount Remaining: Approximately \$2,900,000

Comments: None

Background Information: Bids for the Camp Verde Sports Complex Phase 1B were received on January 15, 2020. The project was awarded in Council on February 19, 2020 to Tierra Verde Builders for a total of \$3,712,675. The award consisted of the Base Bid (2- Football/Soccer fields & 1- Baseball/Softball Field) plus Alternate 1 (1-Baseball/Softball Field). On March 5, 2020 the total awarded amount was reduced via Deductive Change Order (CO-1) by \$383,455 to the adjusted total of \$3,329,220. On May 13, 2020 Deductive Change Order (CO-2) reduced the contract amount by \$12,004 to the adjusted total of \$3,317,216. Change Order 3 would have the effect of adding back a portion of the work in Alternate 2 (Open Turf Area) back into the contract. The portion of Alternate 3

that would be added would be the irrigation supply lines, sprinkler heads, and the electrical outlets at a cost of \$65,350. The sod would not be installed as part of this Change Order. The addition of this work would facilitate town Staff in planting grass seed in the Open Turf Area at a reduced cost. The addition of grass in the “Open Turf Area” would provide more grass for recreation and reduce the amount of unfinished area at the Complex where weeds can grow and/or create dust on windy days. The addition of CO-3 would increase the contract amount to \$3,382,566.

Recommended Action (Motion): Approve Tierra Verde Builders Change Order 3 for the amount of \$65,350 for Sports Complex Phase 1B

Instructions to the Clerk: None



RESIDENTIAL AND COMMERCIAL CONTRACTOR
PO BOX 2898 CAMP VERDE, AZ 86322 (928) 567-2477
ROC#261021

Change Order

Project: Town of Camp Verde Sports Complex 1-B
1000 State Route 260
Camp Verde, AZ 86322

Change Order: CO-3
Date: 3/24/2020
Contract Date: 3/03/2020

To: Town of Camp Verde
395 S Main Street
Camp Verde, AZ 86322

Not valid until signed by Owner and Contractor

The Contract is to be changed as follows:

- Add in electrical for Add/Alt 2
- Add in sprinkler piping for Add/Alt 2
- Supply sprinkler heads for Add/Alt 2

Original Contract Sum: \$3,317,216.00

Net Change by this Change Order: \$65,350.00

New Contract Sum: \$3,382,566.00

Tierra Verde Builders
Contractor

Town of Camp Verde - Owner
Owner

Signed _____

Date _____

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Agenda Item 9



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: June 3, 2020

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

Requesting Department: Public Works

Staff Resource/Contact Person: Ron Long

Agenda Title (be exact): Discussion, consideration, and possible direction to Staff to relocate the Toy Metal Building to the Street Yard to serve as an Equipment Garage instead of the Camp Verde Sports Complex.

List Attached Documents: Project description and analysis Memo and bids.

Estimated Presentation Time: 10 Minutes

Estimated Discussion Time: 15 Minutes

Reviews Completed by:

X Department Head: Ron Long Town Attorney Comments: N/A

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Fiscal Impact: \$45,000 from the \$197,000 additional HURF Funding received this Fiscal Year.

Budget Code: 03-480-20-871400 Amount Remaining: Approximately \$197,000

Comments: None

Background Information: The Town purchased a 5,000 square foot metal building from “The Trust for Public Lands” in April, 2019 for \$7,000 to serve as the Maintenance Garage at the Camp Verde Sports Complex. The building is located at the former Toy Ranch (Parcel # 404-20-001A) and needs to be disassembled and shipped to the site and reassembled. Due to the high cost to reconstruct the building as a two story at the Sports Complex, Public Works recommends relocating the building to the Streets Yard to serve as a Maintenance Garage.

Recommended Action (Motion): Award the contract to Woodruff Construction for \$45,000 to disassemble and relocate the 5,000 square foot “Toy Metal Building” to the Street Yard to serve as an Equipment Garage

Instructions to the Clerk: None

TOWN OF CAMP VERDE

Public Works Department



To: Town Council & Russ Martin, Town Manager
From: Ron Long, Public Works Director
Date: May 26, 2020
Re: Toy Metal Building; Project Description and Analysis

Background

The Town purchased a 5,000 square foot metal building from “The Trust for Public Lands” in April, 2019 for \$7,000 to serve as the Maintenance Garage at the Camp Verde Sports Complex. The building is located at the former Toy Ranch (Parcel # 404-20-001A) and needs to be disassembled and shipped to the site and reassembled. Bids were received on February 6, 2020 to disassemble, relocate, and reassemble the building. There were only two contractors that bid on the project; Woodruff Construction and Tierra Verde Builders. The low bid to disassemble and relocate the building was from Woodruff Construction at \$45,000. The low bid to construct a concrete foundation and reassemble the building was Tierra Verde Builders at \$195,000 (see the attached bid schedules).

Utilizing the Building for Public Works Department Office and Shop Space Needs

The Toy Building was originally purchased to be used as a Maintenance Garage at the Sports Complex. However since the purchase of the building it has been determined that Public Works needed to find office and shop space for the Maintenance Division other than in their current location within the 300 building. The 300 building currently houses Public Works Administration & Engineering, Parks & Recreation, Finance, and soon will have Human Resources as well. Staff is packed into the current available office space without any room to work efficiently or grow unless Maintenance is relocated elsewhere. The best place to relocate Maintenance would be to the Maintenance Garage at the Sports Complex. Even though the Toy Building is 5,000 square feet (50’ X 100’) it would need to be raised 5-feet in order to provide enough height for a ground floor wood shop with offices above inside the building and still have enough room left for the equipment and maintenance activity. This additional space would

allow the Maintenance Division to vacate the 300 Building which would provide additional Office Space for Public Works. The bids to reconstruct the Toy building as a two story would cost more than purchasing and constructing a new metal building. The Street Division is in need of an equipment garage to park and store equipment, tools, and parts instead of outdoors in the elements, the best solution is to relocate the Toy building to the street Yard where it can be reconstructed without the need to raise the building. This would greatly reduce the cost to reconstruct the building.

Conclusion

Relocating the Toy Building to the Street Yard would provide Streets an Equipment Garage for the parking & storage of their equipment, tools, and parts instead of out in the elements. The Town has made substantial invests into equipment for the Street Division over the last 10 years that is currently parked outdoors because we don't have enough garage space or a shelter to protect the equipment. Relocating the building to Street yard also benefits Maintenance as we would be able to purchase a building of the correct size to meet our office, shop, and equipment storage and maintenance needs for less money.

ADDENDUM ACKNOWLEDGEMENT RFQ JOC 20-140

Bidders shall verify that they have fully read all Addendums that were officially issued over the Public Purchase Website for this specific Project Bid 20-140 by acknowledgement of those Addendums below. Add additional pages if required.

Woodruff Construction Randal Ball

(Bidder Company Name and Name of Individual Completing this Acknowledgement)

| Addendum #'s Received | Date Received |
|-----------------------|---------------|
| 1 | 1/7/20 |
| 2 | 1/16/20 |
| 3 | 1/22/20 |
| 4 | 1/24/20 |
| 5 | 2/4/20 |
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**Town of Camp Verde Sports Complex; Maintenance Building
Public Works Department**

| Base Bid | | | | |
|-----------------------------|--|------|-----|-------------------------|
| No. | Description | Unit | Qty | Cost |
| 1 | Relocate Metal Building; Disassemble 5,000 SF metal building located on parcel 404-20-001A, label and list components, package and ship the building approximately 4-miles to the Town's Sports Complex, & properly store for future reassembly. | LS | 1 | \$ 44,000 ⁰⁰ |
| 2 | Salvage Pole Barn; located on Parcel # 404-20-001A, remove and salvage the metal roof structure and set it on the ground. Cut the support poles off at ground level leaving them on the ground. | LS | 1 | \$ 1,000 ⁰⁰ |
| Total Cost Base Bid* | | | | \$ 45,000 ⁰⁰ |

| Alternate 1 Bid Items | | | | |
|--------------------------------|---|------|-----|--------------------------|
| No. | Description | Unit | Qty | Cost |
| 1 | Construct Foundation; construct foundation and masonry walls per the Oliden Engineering plan set dated; January 2020, & the RICK Engineering Site Plan Dated November 2019. | LS | 1 | \$ 193,000 ⁰⁰ |
| 2 | Reassemble Metal Building; reassemble the 5,000 square foot metal building per the Oliden Engineering plan set dated; January 2020, & the RICK Engineering Site Plan Dated November 2019. | LS | 1 | \$ 83,000 ⁰⁰ |
| Total Cost Alternate 1* | | | | \$ 276,000 ⁰⁰ |

* All costs for Base and Alternate 1 Bid Items to include Overhead, Profit, & Taxes

**Town of Camp Verde Sports Complex; Maintenance Building
Public Works Department**

| Base Bid | | | | |
|-----------------------------|---|------|-----|-------------|
| No. | Description | Unit | Qty | Cost |
| 1 | Relocate Metal Building; Disassemble 5,000 SF metal building located on parcel 404-20-001A, label and list components, package and ship the building approximately 4-miles to the Town's Sports Complex, & properly store for future reassembly. | LS | 1 | \$45,500.00 |
| 2 | Salvage Pole Barn; located on Parcel # 404-20-001A, remove and salvage the metal roof structure and set it on the ground. Cut the support poles off at ground level leaving them on the ground. | LS | 1 | \$1,900.00 |
| Total Cost Base Bid* | | | | \$47,400.00 |

| Alternate 1 Bid Items | | | | |
|--------------------------------|---|------|-----|--------------|
| No. | Description | Unit | Qty | Cost |
| 1 | Construct Foundation; construct foundation and masonry walls per the Olden Engineering plan set dated; January 2020, & the RICK Engineering Site Plan Dated November 2019. | LS | 1 | \$149,500.00 |
| 2 | Reassemble Metal Building; reassemble the 5,000 square foot metal building per the Olden Engineering plan set dated; January 2020, & the RICK Engineering Site Plan Dated November 2019. | LS | 1 | \$45,500.00 |
| Total Cost Alternate 1* | | | | \$195,000.00 |

* All costs for Base and Alternate 1 Bid Items to include Overhead, Profit, & Taxes

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Agenda Item Submission Form – Section I

Meeting Date:

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

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact): Discussion, Consideration and Possible Approval of an easement agreement between the Town of Camp Verde and Seacrest Investments, LLC, for an approximately 14-foot strip of land adjacent to the Marshal’s Office parking lot.

List Attached Documents:

1. Easement Agreement with Exhibits

Estimated Presentation Time: 5 min

Estimated Discussion Time: 5 min

Reviews and comments Completed by:

- Town Manager: Included in Background Department Head: _____
- Town Attorney Comments:** Attorney generated the easement agreement and then worked with the other attorney to finalize for Council consideration.
- Risk Management: _____
- Finance Department**
Fiscal Impact:
Budget Code: _____ **Amount Remaining:** _____
Comments:

Background Information: Property was being sold to a new owner when the fence line was determined to have a 14-foot encroachment into the parcel where CVMO is on the parking lot side. Several different discussions ensued on how to correct this issue for clear title. The determination that having a revocable easement that would allow the Town to utilize this property in the future as necessary but clear up title and liability resulted in a simple easement agreement. \$500 for 2600 square feet of easement was agreed upon to cover costs associated with the transaction as the property can, through proper notice revert to Town for full use in the future as necessary.

Recommended Action (Motion): Move to approve the easement agreement with Seacrest Investments LLC

When Recorded Return to:

TOWN OF CAMP VERDE
473 South Main Street, Ste. 102
Camp Verde, Arizona 86322

EASEMENT

THIS EASEMENT AGREEMENT (the "Agreement") dated as of the 14 day of may (the "Effective Date") from the Town of Camp Verde, an Arizona Municipal Corporation, herein after called the "Grantor" located at 473 South Main Street, Ste. 102, Camp Verde, Arizona 86322, to Seacrest Investments LLC, an Arizona limited liability company, its successors and assigns, (collectively, "Grantee") located at 816 B Hanover St., Santa Cruz, California 95062-2207. Grantor and Grantee may each be termed a "Party," and collectively, the "Parties."

RECITALS

A. Grantee is the owner of certain real property situated along the southern boundary of the Grantor's Property, as more particularly described on Exhibit "A," attached hereto and incorporated herein by this reference (the "Grantee Property").

B. Grantee has applied for an easement to allow for a fence (the "Fence") to be maintained by Grantee over certain lands owned by the Grantor in the County of YAVAPAI, State of ARIZONA as legally described on Exhibit "B" attached hereto and, by this reference, made a part hereof (the "Easement Premises").

NOW THEREFORE, for sum of five hundred dollars (\$500.00), in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Grantor does hereby grant to Grantee, a non-exclusive right, privilege and easement ("Easement") for access to, from, over, across, in and through the Easement Premises for the purpose of maintenance, operation, repair and replacement of the Fence on the Easement Premises.
2. The term of the Easement shall be twenty (20) years from and after the Effective Date unless extended or earlier terminated by mutual agreement pursuant to a writing executed by the Parties.
3. Subject to the following sentence, Grantee agrees to maintain and repair the Fence at the expense of Grantee. Grantee agrees that Grantor will not assume responsibility for repair or maintenance of the Fence, except to the extent that the need for such repair or maintenance is caused by the acts or omissions of Grantor or anyone for whom Grantor is responsible (collectively, "Grantor's Actions").
4. Grantee shall indemnify, defend and hold harmless Grantor from and against costs and liabilities incurred by Grantor to the extent arising directly and solely as a result of any negligent action or omission in connection with the Grantee's the use of the Easement Premises, including the maintenance or repair

to the Fence performed by Grantee; however excluding, in all events costs and liabilities incurred by Grantor related to, or arising from, Grantor's Actions.

5. Without limiting any right of Grantee, Grantor warrants, covenants and agrees that it shall take no action which would impair the earth cover over or the lateral or subjacent support of the Easement Premises or the Fence; provided that after obtaining written permission of the Grantee, earth cover may be modified so long as such modification will not unreasonably interfere with the operation or maintenance of the Easement, the Easement Premises and/or the Fence.

7. All notices to be given pursuant to this Agreement shall be in writing and given by personal delivery, nationally-recognized overnight courier (such as Federal Express), or United States certified mail, postage prepaid, properly addressed as follows, or to such other address as either party may specify by written notice to the other party delivered pursuant to the requirements of this Section, and shall be deemed received on the date of actual receipt or refusal to accept delivery thereof:

If to Grantor: Town of Camp Verde
 473 South Main Street, Ste. 102
 Camp Verde, Arizona 86322

If to Grantee: Seacrest Investments LLC
 816 B Hanover St.
 Santa Cruz, California 95062-2207

8. This Agreement, including the easements and all other covenants, agreements, rights and obligations created hereby, shall burden and run with title to the Grantor Property, and shall be binding upon, inure to the benefit of, and be enforceable by all persons having or acquiring fee title to the Grantor Property and the Grantee Property.

9. The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, succors in ownership and estate, assigns and lessees of the Grantor and Grantee.

11. This Agreement, together with the exhibits attached hereto, contains the entire agreement of the parties hereto with respect to the subject matter hereof and no prior written or oral agreement shall have any force or effect or be binding upon the parties hereto.

12. If any portion of this Agreement is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect.

13. All recitals hereto and exhibits attached or to be attached hereto are hereby incorporated and made a part of this Agreement by reference

14. Each Party agrees that at the request of the other Party it will at any time hereafter make such further assurances and execute or cause to be executed such further instruments as may be reasonably requested by the other party in order that this Agreement may be fully performed in accordance with its intent and provisions.

15. The terms and provisions of this Agreement shall be construed under and governed by the laws of the State of Arizona.

16. Each Party represents and warrants that it is duly authorized to execute and this Agreement and perform its obligations hereunder.

17. This Agreement shall be recorded in the real property records of the County of Yavapai, Arizona, at Grantee's expense.

18. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same instrument. Signature pages may be detached and reattached to physically form one document.

SIGNATURE PAGES IMMEDIATELY FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR

TOWN OF CAMP VERDE, an Arizona Municipal Corporation

BY: _____
Charles German, Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

William Sims, Town Attorney

GRANTEE:

SEACREST INVESTMENTS LLC, an Arizona limited liability company

BY: Peter Jones _____
Peter Jones, Manager

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this _____ day of May, 2020 by Charles German, Mayor of the Town of Camp Verde, who acknowledged that he signed the foregoing instrument on behalf of the Grantor/Town.

Notary Public

My commission expires:

STATE OF _____)
) ss.
County of _____)

SEE ATTACHED PAGE

The foregoing instrument was acknowledged before me this _____ day of May, 2020 by Peter Jones, the Manager of Seacrest Investments LLC, an Arizona limited liability company

Notary Public

My commission expires:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

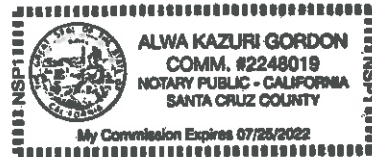
State of California
County of Santa Cruz

On 05/14/2020 before me, Alwa Kazuri Gordon Notary Public
(insert name and title of the officer)

personally appeared Peter Jones
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity (ies), and that by his her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Alwa Kazuri Gordon* (Seal)

Exhibit A
[Grantee Property]

PARCEL 1:

That part of the Southeast quarter of Section 31, Township 14 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the East quarter corner of said Section 31;

Thence South 00°03'00" East, a distance of 444.44 feet;

Thence North 89°57'00" West, a distance of 230.00 feet;

Thence South 00°03'00" East, a distance of 190.00 feet;

Thence South 89°57'00" East, a distance of 20.00 feet;

Thence South 00°03'00" East, a distance of 200.00 feet to the TRUE POINT OF BEGINNING;

Thence North 89°57'00" West, a distance of 120.00 feet;

Thence South 00°03'00" East, a distance of 499.25 feet along the West line of a 20.00 foot easement;

Thence North 84°11'20" East, a distance of 39.54 feet along General Crook Trail right of way;

Thence 81.57 feet along a curve to the left of said right of way having a delta of 06°23'48" and a radius of 731.00 feet;

Thence North 00°03'00" West, a distance of 482.84 feet to the TRUE POINT OF BEGINNING.

EXCEPTING therefrom the North 299.25 feet;

PARCEL 2:

All that portion of the East half of the Southeast quarter of Section 31, Township 14 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at a point North 0°03' West 1402.82 feet from the Southeast corner of said Section 31;

Thence North 0°03' West 187.18 feet;

Thence North 89°57' West 210.0 feet;

Thence South 0°03' East 266.94 feet;

Thence northeasterly 218.88 feet through an arc with a 731.49 foot radius, to the POINT OF BEGINNING.



HERITAGE

Land Survey & Mapping

EXHIBIT "A"

Access and Maintenance Easement

The following is a description of an easement, for access and maintenance. Said easement being in, on over and through a 14.53 feet wide strip of land located within the Southeast Quarter of Section 31, Township 14 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona. Being a portion of that parcel of land described in Book 4216, Page 368, records of the Yavapai County Recorder's Office, [Record Source #1 (R1)]. The subject strip of land, being more particularly described as follows:

Beginning for reference at the Aluminum cap atop a 1/2" rebar stamped "Jim Ward LS 9009" in a hand hole, marking the East quarter of said section 31, From which a B.L.M brass cap in a hand hole, marking the Southeast Corner of said section 31, bears South 00° 03' 00" East Basis of Bearing(R1), at a distance of 2,643.74 feet, Thence South 00° 03' 00" East, a distance of 1,053.90 feet [South 00° 03' 00" East a distance of 1,050.97 feet (R1)] to the Southeast corner of said (R1), Thence North 89° 58' 54" West, a distance of 30.95 feet [North 89° 57' 00" West (R1)] along the South line of said (R1) to the intersection of an existing fence and the **TRUE POINT OF BEGINNING**;

Thence North 89° 58' 54" West, a distance of 179.00 feet [North 89° 57' 00" West (R1)] along the South line of said (R1) to the Southwest Corner thereof;

Thence North 00° 03' 40" West, a distance of 14.53 feet [North 00° 03' 00" West (R1)] along the West line of said (R1) to the projected intersection of an existing fence line and said West line (R1);

Thence South 89° 58' 56" East, a distance of 179.00 feet, along an existing fence line to the corner thereof;

Thence South 00° 04' 14" East, a distance of 14.53 feet along an existing fence line to the **TRUE POINT OF BEGINNING**;

The subject Strip of land described herein contains 2,601.05 square feet of land more or less and is subject to all exceptions, easements and other items of the public record that may of pertinent thereto.



Page 2 of 2

Dugan L. McDonald R.L.S. P.O. Box 3270 Camp Verde, Arizona 86322 Office (928) 567-9170

738 S. Parks Drive Fax (928) 567-6351