

AGENDA



**REGULAR SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street, Room #106
WEDNESDAY, JANUARY 3, 2007
at 6:30 P.M.**

1. **Call to Order**

As a reminder, if you are carrying a cell phone, pager, computer, two-way radio, or other sound device, we ask that you turn it off at this time to minimize disruption of tonight's meeting.

2. **Roll Call**

3. **Pledge of Allegiance**

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

a) **Approval of the Minutes:**

- 1) December 13, 2006 – Special Session
- 2) December 6, 2006 – Executive Session
- 3) December 6, 2006 – Regular Session

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

- 1) Special Council Hears P&Z – January 10, 2007 at 6:30 p.m. - **CANCELLED**
- 5) Regular Session – January 17, 2007 at 6:30 p.m.
- 6) Council Hears P&Z – January 24, 2007 at 6:30 p.m.

c) **Possible approval of Resolution 2007-716, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving and adopting the Town of Camp Verde Safety Program Policy.**

d) **Possible acceptance of the Library Advisory Commission's quarterly report.**

e) **Possible acceptance of the Parks & Recreation Commission's quarterly report.**

f) **Possible acceptance of the Housing Commission's quarterly report.**

g) **Possible approval to change the name of the Camp Verde Trails & Pathways Committee to Camp Verde Trails and Pathways Commission.** Mayor Gioia requested this item.

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

6. **Discussion, consideration, and possible appointment to the following Boards/Commissions:**

- a) **Board of Adjustments – one (1) seat for the term that expires September 2007**
- b) **Planning and Zoning Commission – one (1) seat for the term that expires September 2008.**
- c) **Design Review Board – seven (7) seats, with terms expiring in September 2007, 2008, and 2009.**
- d) **Library Advisory Commission – one (1) seat for the term that expires September 2008.**

7. **Discussion, consideration, and possible approval to fund an additional Deputy Marshal position in January 2007.** This is an unbudgeted item from the General Fund.

8. **Discussion, consideration, and possible authorization to purchase from State Surplus, a People Mover, a generator, and a bus in an amount not to exceed \$10,250 and to**

sell these items at auction six (6) months after acquiring them. This is an unbudgeted item from Contingency

9. **Discussion, consideration and possible approval of funds in the amount of \$7,000 from Parks Fund Contingency to purchase two (2) Grasshopper Turf Tiger Mowers from State Surplus.** This is an unbudgeted item.
10. **Discussion, consideration, and possible award of contract to Professional Valuation Services & authorization to execute contract documents for Project 06-032, appraisal of approximately 223 acres of USFS land located at the Old Airstrip for the purpose of a Community Park.** This is an unbudgeted item from the Parks Fund.

Councilors Parrish & Parry requested item #11:

11. **Discussion, consideration, and possible direction to staff to seek a grant to procure a stage coach for tourism enhancement.**
12. **Discussion, consideration, and possible approval of an agreement with Yavapai Ranch Limited Partnership confirming the Town's intent to participate in the Yavapai Ranch Land Exchange.** Note: Council may vote to go into Executive Session pursuant to ARS §38-431.03(A)(7) to discuss or consult with designated representatives of the Town in order to instruct its representatives regarding negotiations for the purchase, sale or lease of real property.
13. **Discussion, consideration, and possible approval of the Development and Settlement Agreement with Griffith Enterprises and to make a one-time payment of \$10,000 to offset certain expenses associated with changing the locational identity of the existing property as part of the settlement.** This is an unbudgeted item from Contingency. Note: Council may vote to go into Executive Session pursuant to ARS §38-431.03(A)(4) for discussion or consultation with the Town Attorney in order to consider Councils position and instruct the attorney regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation.
14. **Call to the Public for Items not on the Agenda.**

There will be no Public Input on the following items:

15. **Advanced Approvals of Town Expenditures**
16. **Manager/Staff Report**
17. **Council Informational Reports** Individual members of the Council may provide brief summaries of current events and activities. These summaries are strictly for informing the 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.
18. **Adjournment**

Posted by: V Jones

Date/Time: 12-29-06 8:15 a.m

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

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

**MINUTES
SPECIAL SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street, Room #106
WEDNESDAY, DECEMBER 13, 2006
at 6:30 P.M.**

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

1. **Call to Order**

Mayor Gioia called the meeting to order at 6:31 P.M.

2. **Roll Call**

Present:

Mayor Tony Gioia, Councilor Bob Kovacovich, Councilor Howard Parrish, Councilor Mike Parry

Absent/Excused:

Vice Mayor Brenda Hauser, Councilor Jackie Baker, Councilor Ron Smith

Also Present:

Town Manager Bill Lee, Town Attorney Brad Woodford, Housing Director Matt Morris, and Town Clerk Deborah Barber

3. **Pledge of Allegiance**

Councilor Parry 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) November 29, 2006 – Executive Session
- 2) November 29, 2006 – Special Session Council Hears P&Z

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

- 1) Regular Session – December 20, 2006 - **CANCELLED**
- 2) Council Hears P&Z – December 27, 2006 – **CANCELLED**
- 3) Regular Session – January 3, 2007 at 6:30 p.m.
- 4) Special Council Hears P&Z – January 10, 2007 at 6:30 p.m.
- 5) Regular Session – January 17, 2007 at 6:30 p.m.
- 6) Council Hears P&Z – January 24, 2007 at 6:30 p.m.

On a motion by Kovacovich, **seconded by** Parrish, the Council voted unanimously to approve the Consent Agenda as presented.

Vote:

Yes: Mayor Tony Gioia; Councilor Bob Kovacovich; Councilor Howard Parrish; Councilor Mike Parry; **Absent:** Vice Mayor Brenda Hauser; Councilor Jackie Baker; Councilor Ron Smith

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

There was no public input.

6. **Discussion, consideration, and possible approval of Resolution 2006-700, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County,**

Arizona, approving and adopting the Town of Camp Verde Housing Rehabilitation Guidelines as revised.

On a motion by Gioia, seconded by Kovacovich, the Council voted unanimously to approve Resolution 2006-700, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving and adopting the Town of Camp Verde Housing Rehabilitation Guidelines as revised.

Vote:

Yes: Mayor Tony Gioia; Councilor Bob Kovacovich; Councilor Howard Parrish; Councilor Mike Parry; **Absent:** Vice Mayor Brenda Hauser; Councilor Jackie Baker; Councilor Ron Smith

Morris advised that staff had received a request for approved Housing Rehab Guidelines from the Arizona Department of Housing so that the Town could remain in the running for grant funding. He further advised that staff received the request on December 4, which left little time to advise the Housing Commission. He recommended Council approval.

Barber explained the process in which the Housing Commission worked on updating guidelines, explaining that members had been very diligent and had produced a very comprehensive document. She said that she knew upfront that the existing guidelines would not meet ADOH requirements and that she had advised Council of this when they suggested that she move forward with the HOME grant application. She said that the Technical Assistant Advisor had told her to submit the application with the old guidelines and note that they were under review. The Advisor had said that approved guidelines would then become a stipulation of the contract.

Barber explained that, based on this advice, she gave the Housing Commission the choice to send the Guidelines onto Council for review or to ADOH for review, with an opportunity to review any recommended changes before sending them to Council for approval. The Commission chose to send them to ADOH first. She explained that she spoke to Kathy Blodgett the Director of the Housing Rehab Program for ADOH & that Kathy advised that Mr. Harris had misinformed her. Blodgett said that the Town must submit the approved guidelines no later than 12-31 if we wished to be considered for the grant funding.

Barber noted that the only changes to the document that the Commission had not seen were the Program Income Procedures. She said that those were procedures established by the Finance Director & the Commission would have no authority to make changes to them. She felt that the guidelines presented to Council were substantially what the Commission approved. She further advised that there must have been some misunderstanding since she never said nor had she intended to imply that there could be changes to the document after it was sent to ADOH. She noted that if it were changed, it would have to be resubmitted for approval, which could further delay or disqualify the Town for funding. She explained that her only intent was to allow the Commission one final opportunity to review the full and complete document before it was sent to Council with their recommendation.

In closing, Barber offered her sincere appreciation for the Commission's valuable input and hard work and apologized deeply for offending Commission members. She also noted that the Commission would still see the final product after any ADOH comments.

PUBLIC INPUT

DAVE FREEMAN, Housing Commission member, said that he was concerned about how the guidelines went to Council before coming back to them, but after hearing about the deadlines, he understood. He said that communication was the most important component of a successful team and he hoped there were lessons learned by this and that everyone is kept in the loop with at least a phone call.

JOHN MCREYNOLDS, Housing Commission member, said that affordable housing is one of the biggest issues that Camp Verde will be facing. He said that he bought a place 30 years ago at a very reasonable price and went to work for \$5.00 per hour. He said that here it is 30 years later and his children and grandchildren cannot afford to buy property in Camp Verde. He said the Commission is looking for ways to keep people working and have decent housing. He said that he appreciated Council's support and he understood that we were dealing with federal money when a war is going on. He also said he appreciated the leadership of Matt and Debbie and working with a Commission that are by-far the most forward thinking and very knowledgeable group in the Town. He said that he was grateful to be a part of the Housing Commission and told Council that they need to support the Commission and to remember their work is not for us, but for our future generations.

JEREMY BACH, Housing Commission Chairman, said that he wished to reiterate what Dave and John said. He said the Commission worked hard on this and were concerned that the November meeting should not have been cancelled. He said that Commission members had not been made aware of these deadlines. He also noted the Commission is working hard to find funding with private sources, grants, etc. He said that with Matt and Debbie's guidance and the Commission member's experience, it was a unique group in which he was proud to serve. He said that he did not want there to be confusion, and that we needed to get the money so that we could get a project off the ground.

There was no other public input.

Gioia said that staff was up against and he had asked Barber to respond to an e-mail that he had received this morning to explain what had happened. He said that it had hit him that staff and the Council cannot ignore those who work so hard on behalf of the Town. He told Commission members that he was happy they were at the meeting to hear for themselves what had happened and the pressure that staff was under. He said that Commission members are very much appreciated.

Council members Parry and Parrish said irate Commission members had contacted them as well and that they would like to see the situation better handled if this should happen again.

6A. PRESENTATION AND DISCUSSION OF TECHNICAL ASSISTANCE FROM THE DRACHMAN INSTITUTE, TO DRAFT A MASTER PLAN FOR THE TOWN-OWNED 5-ACRE PARCEL IN THE VERDE CLIFFS SUBDIVISION.

Morris updated Council on the Drachman Institute's work. He reviewed the scope of work line-by-line.

Council expressed the desire to be involved along with the Housing Commission and for staff to keep that in mind as they planned for the meetings and public involvement.

Gioia noted that this project was being funded by the Arizona Department of Housing at no cost to the Town.

PUBLIC INPUT

JIM LONG asked what the Drachman Institute was. Gioia responded that it is a division of the University of Arizona. Morris explained that it is a school of architecture and that experience architects/instructors oversee the work of students.

There was no other public input.

7. Discussion, consideration, and possible acceptance of the streets within the Verde Cliffs subdivision into the Town's Street Maintenance System.

This item died due to the lack of a motion. Following public input, Gioia said that it was Council's job to speak out for the community. He thanked the public for the who supported the initial efforts to protect public funds and expressed his personal thanks to Parry and for their hard work.

Lee advised that Universal Homes had completed the concerns that Council brought up during the last meeting and that the Town Engineer had inspected the repairs and signed off on the work. He advised that staff recommended acceptance of the streets.

Gioia confirmed that there were no other recommendations by the Town Engineer.

Parry and Parrish said they had walked the area this afternoon and had found 11 outstanding issues including cracked cement and a defective spillway. Parry provided a list of street names and addresses to the Clerk, which becomes a permanent part of this record. Parry asked who had inspected the repairs.

Lee said that Universal Homes suggested that Council accept the roads because they were normally accepted before construction begins because construction vehicles cause damage. He said this has been outstanding for over a year and now that the subdivision is built out, the roads could be accepted with a one-year warranty.

There was some discussion among the members that would allow the contractor until the first of the year to complete Parry/Parrish list before the warranty period began.

There was a lengthy discussion about the cracks, MAG standards, experience, and taxpayer money.

BYRON HANDY – BHF DEVELOPMENT, said that they had worked with staff over the past 12-14 months. He noted that it is normal practice to turn over a subdivision when the infrastructure was in. However, Camp Verde felt more comfortable waiting until the homes were in. He said this could take years and have a severe financial impact on a developer. He noted that they had received several punch lists and took care of every concern because that was the way their company is. They stand on their work. He said that Council gave him a list to work at last week's meeting and they completed the work. He expressed concerns that Council would continue making lists and delay this even further. He reminded Council that there was a one-year warranty and that he would complete the items on the list within the week.

Council discussed the matter at length.

Public Input:

PAUL CLAWSON – said that he did not understand the rush and that Council's focus needs to be on Camp Verde taxpayers not the developer. He recommended that Council do not accept the roads.

JOHN MCREYNOLDS – said that concrete cracks no matter what you do. He said if the streets meet standards, then Council needed to accept them. He noted that the Town's streets break down and that is just the nature of the game.

BOB JOHNSON – said that no one had said anything about caulking and moving on.

JIM LONG – said that he was concerned about setting precedent for any contractor. He said that he is going through a similar process as a homeowner and he urged Council to be careful in setting precedents.

BOB JOHNSON – said that he had another point – the Town should have something in writing about how large a crack can be.

JOHN FISTLER – said that he had walked the same streets, but that the spillway bothers him. He said that it had been undermined and needed to be fixed. He felt it was an engineering project that had gone awry.

ROBIN WHATLEY – said that we need to set a precedent that the Town will not accept substandard work. The contractors are building roads and we should demand that they are built to standard. She expressed appreciation to Parry and Parrish for taking their time to walk the roads and protect the Town's taxpayers.

There was no other public input.

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

There was no public input.

9. **Advanced Approvals of Town Expenditures**

Lee advised Council of two trams for \$6,000 for Out of Africa, \$7,000 for two 60" mowers, and \$650 for a generator in which Out of Africa was also interested. He said that these items were at State Surplus and the Town had a two-week hold on them. He also noted these items were unbudgeted.

After a short discussion, the attorney advised that these items must be agendaized before Council can take action. Lee said that he would bring it back on the January meeting. The Mayor asked the Manager to include the CIP budget in the packet.

10. **Manager/Staff Report**

Lee noted the picture of the canon that had been installed. He said that Mike Casebier had worked hard and expressed his congratulations for the success. He noted that the Sanitary District had received their permit and had voted today to go out to bid on the expansion project. Lee also noted that the Town had donated the old Christmas decorations to Jerome and they were very happy to have them.

Barber gave an update on the election, as today was the final day to file petitions. She explained that the Clerk's Office would place mailboxes for the candidates in the front office and provide general information for the candidates during the election cycle.

Brad Woodford advised that they would be bringing the Griffith development agreement to the January 3 meeting for Council consideration.

11. **Council Informational Reports** Individual members of the Council may provide brief summaries of current events and activities. These summaries are strictly for informing the 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.

Parrish said that he saw a crowd while the canon was being installed. He felt it was going to be a real asset to the Town.

Gioia reported that he had attended the Mayor/Managers meeting in Jerome and that Jerome was grateful for the Christmas decorations. He also reported on the Governor's Mayors Summit meeting that he had attended. Some of the issues that he spoke to the Governor and her staff about included housing, senior citizen's needs, local authority on water issues, water issues, illegal immigration and highway 260. He thought the meetings would prove productive and helpful to the Town. He closed with discussion of the Town's 20th anniversary celebration, noting that local government is working for us.

12. **Adjournment**

On a motion by Parrish, seconded by Gioia, the meeting was adjourned at 8:04 p.m.

Tony Gioia, Mayor

Deborah Barber, Town Clerk

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Special Session of the Town Council of Camp Verde, Arizona, held on the 13th day of December 2006. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2006.

Debbie Barber, Town Clerk

**MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
WEDNESDAY, DECEMBER 6, 2006
6:30 P.M.**

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

1. **Call to Order**

The meeting was called to order at 6:30 p.m.

2. **Roll Call**

Mayor Gioia, Vice Mayor Hauser, Councilors Smith, Baker, Kovacovich, Parrish and Parry were present.

Also Present: Town Manager Bill Lee, Town Attorney Bill Sims, Finance Director Dane Bullard, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**

The Pledge was led by Kovacovich.

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:**

There are no minutes for approval.

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

- 1) Regular Session – December 13, 2006 at 6:30 p.m.
- 2) Regular Session – December 20, 2006 - **CANCELLED**
- 3) Council Hears P&Z – December 27, 2006 – **CANCELLED**
- 4) Regular Session – January 3, 2007 at 6:30 p.m.
- 5) Special Council Hears P&Z – January 10, 2007 at 6:30 p.m.
- 6) Regular Session – January 17, 2007 at 6:30 p.m.
- 7) Council Hears P&Z – January 24, 2007 at 6:30 p.m.

c) **Possible acceptance of Robert Johnson's resignation from the Board of Appeals.**

d) **Possible approval of Resolution 2006-715, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, declaring as a public record that certain document filed with the Town Clerk entitled, "The 2007 Amendments to the Tax Code of the Town of Camp Verde".**

e) **Possible approval of Ordinance 2006-A338, an ordinance of the Mayor and Council of the Town of Camp Verde, Yavapai County, Arizona, relating to the privilege license tax; adopting "The 2007 Amendments to the Tax Code of the Town of Camp Verde" by reference; establishing an effective date; providing for severability and providing for penalties for violations.**

F) **POSSIBLE APPROVAL OF A FUNDING COMMITMENT LETTER TO THE ARIZONA DEPARTMENT OF HOUSING TO SUPPLEMENT THE TOWN OF CAMP VERDE 2006 STATE HOUSING FUND APPLICATION FOR FUNDING.**

On a motion by Baker, seconded by Kovacovich, the Consent Agenda was unanimously approved as presented, with the exception of 4.c) which was pulled for separate consideration.

c) **Possible acceptance of Robert Johnson's resignation from the Board of Appeals.**

On a motion by Gioia, seconded by Baker, Item 4.c) the Council unanimously accepted Mr. Johnson's resignation from the Board of Appeals.

Mayor Gioia said that the meeting scheduled for December 13th may be subject to change since there are very few items on the agenda: he also requested that Item 4.c) be pulled for separate

consideration; Gioia then presented a plaque to Robert Johnson expressing appreciation for his volunteer service on the Board of Appeals.

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

There was no public input.

6. **Chamber of Commerce presentation and discussion, consideration, and possible approval of the Chamber of Commerce quarterly drawdown for \$33,669 for the 3rd quarter period covering January, February, and March 2007.**

On a motion by Gioia, seconded by Parry, the Council unanimously approved the Chamber of Commerce quarterly drawdown for \$33,669.

Roy Gugliotta, Chamber of Commerce Director, presented highlights of the accomplishments and results of the Chamber's efforts on promoting recognition of Camp Verde and increasing tourism, working with the Arizona Office of Tourism among other resources, and cited the volume of responses being received to the ad campaigns. Following his presentation, Mr. Gugliotta was unanimously commended by the members for the recognition his office is creating.

There was no public input.

7. **Presentation by Buena Vista Children's Services representatives followed by discussion, consideration, approval of a \$1,800 donation for playground equipment.**

On a motion by Gioia, seconded by Hauser, the Council unanimously approved \$1800 for playground equipment for Buena Vista.

Town Manager Lee reviewed the background of the development of the Buena Vista Children's Services after school program that is now located at the Methodist Church; there was no playground equipment at the church for the large number of children in the program, and Buena Vista is requesting the \$1,800 donation to assist in acquiring the equipment.

Joy Watley, Director of the Camp Verde Site, said that the program has grown significantly, with a current enrollment of 129 to 140-some children. She explained that the program services low-income families, children with special needs, and children from CPS families, combining an educational approach and tutoring, as well as an arts curriculum. The requested \$1,800 would pay the balance owed on playground equipment that was partially funded with other donations and installed by volunteers. Ms. Watley added that she wants to continue to open the playground to other children in the nearby apartments as well, who have no other safe playground spaces to use.

The members wholeheartedly expressed their appreciation for the work that Buena Vista is doing, and unanimously agreed that the funds requested, although unbudgeted, were owed to the children.

Rebecca Baker, Program Director for Buena Vista Children's Services, informed the Council that Joy Watley had received the top award from the School Age Coalition, which is under the Department of Education. The award was for recognition of After School Programs Excellence for her and her site, for the State of Arizona. The \$500 that came with the award has also gone to the project as well.

There was no public input.

7.A. **DISCUSSION, CONSIDERATION, AND POSSIBLE APPROVAL OF SPR 2006-05, A SITE PLAN SUBMITTED BY EDWARD SAWYER, JR., AGENT FOR CSK AUTO, OWNER, FOR A COMMERCIAL DEVELOPMENT TO BE LOCATED ON PARCEL 403-23-103X ZONED C2-4 IN SIMONTON RANCH PAD.**

On a motion by Baker, seconded by Smith, the Council unanimously APPROVED SPR 2006-05, A SITE PLAN SUBMITTED BY EDWARD SAWYER, JR., AGENT FOR CSK AUTO, OWNER, FOR A COMMERCIAL DEVELOPMENT TO BE LOCATED ON PARCEL 403-23-103X ZONED C2-4 IN SIMONTON RANCH PAD.

Edward Sawyer, architect, referred to the copies of the revised elevation that he had provided, adding that Checker Auto has approved and endorsed it; Mr. Sawyer said that he hoped the Council found it in conformance with the discussions held last week. The members discussed the revised elevation with Mr. Sawyer, expressing some concern regarding the revision being made only to the front view and that no change had been made to the east side as requested in the earlier discussion. There was an extensive discussion with Mr. Sawyer on the revision he submitted which he explained was based on an architectural approach with the emphasis on the front as is customarily done; the planned landscaping was also addressed. The members generally approved of the compromise in design, making some suggestions as to the exterior colors to be used. Mr. Sawyer confirmed that the comments set forth in the Town Engineer's memo of 10-25-06 will be addressed prior to the permitting process.

There was no public input.

8. **Discussion, consideration, and possible acceptance of the Parks & Recreation Commission Quarterly Report.**

On a motion by Hauser, seconded by Gioia, the Council unanimously voted to continue Item 8 to a later date.

Lee advised the Council that Parks & Recreation Director Lynda Moore was ill, and requested that this item be continued to a later date.

9. **Discussion, consideration, and possible approval of \$2,000 donation to the Friends of Camp Verde to be used to restore the ~~old rock building~~ HISTORIC ROCK BUILDING JAIL/LIBRARY located on Hollamon Street behind the Chamber of Commerce.**

There was no action taken.

Lee explained that several months ago he had been approached by the Friends of Camp Verde in connection with ways to help create an atmosphere within the Town to help promote tourism, and would like to work on the old rock jail to that end. Lee gave a Power Point presentation on the history of the building that had been used primarily as a jail, with two cells. Currently in use by the Lions Club, that club would have no problem in relocating if requested. SHPO has been contacted; they have concerns about making too many changes to the building, although Lee pointed out that some of the existing features are changes from the original design. The restored building could be one of the first stops on the walking tour. The Friends are mainly looking for approval to go ahead and start the proposed work, not necessarily the \$2,000 at this time.

The members discussed the proposed project, sharing their understanding of the history and materials used in the construction of the building, and commented on how it could be used to display historical artifacts and help draw visitors to the area. Lee confirmed that the building is eligible for approval for the National Historic Register. Lee said it was up to the Town whether or not to go along with involving SHPO in the process, adding that that would require archaeological and architectural reviews of the building which would cost considerably more. Some members stressed that no approval should be given to start any work without a specific plan as a guideline; in addition, the building deserves to be preserved as an historic building, and not suffer possible damage to its integrity.

It was suggested that perhaps staff could continue to pursue some type of agreement with the Friends, contact SHPO to come up here for discussions, move forward on getting the Lions Club relocated, and particularly to come up with a specific plan for possible specific changes to the building; also conduct more historic and pictorial research of the building, discuss what the

Historic Register requires, and then discuss the needs of what goes into the building, including housing the historic artifacts, in order to move forward with the project. It was also agreed that the concept is a wonderful one and it would be a great addition to the historic buildings in Camp Verde.

In regard to the requests for donations included on this agenda, Attorney Sims recommended that in the future such donations should be provided for in the annual budgeting process, rather than on a case-by-case basis through the year. For simplicity, Sims said the Town should adopt a policy that during the annual budgeting process the public would be invited to submit their requests, thereby documenting the benefits that permit making such donations.

There was no public input.

10. **Discussion, consideration, and possible approval of approximately \$3,700 for legal counsel to telephonically attend Council Hears Planning & Zoning meetings.**

On a motion by Smith, seconded by Baker, the Council unanimously approved approximately \$3,700 for legal counsel to telephonically attend Council Hears Planning & Zoning meetings.

Lee told the Council that because of concern over not having legal counsel available to answer legal questions at the Council Hears P&Z Zoning meetings, the requested amount would cover having either Bill Sims or Brad Woodford available on the telephone for that purpose. Attorney Sims said that the requested amount would cover six meetings, approximately three hours per meeting, through the end of June; if necessary for him to attend in person he would not bill for the driving time.

There was no public input.

The Council agreed to address the remainder of the Agenda prior to considering the following Items 10A and 11.

10.A **DISCUSSION, CONSIDERATION, REVIEW, AND POSSIBLE DIRECTION TO STAFF REGARDING THE BURGESS & NIPLE APPRAISAL OF CAMP VERDE WATER SYSTEM.**

Note: Council may vote to go into executive session to discuss this item, pursuant to ARS §38-431.03 (A)(7) for discussion or consultations with designated representatives in order to consider Council's position and instruct representatives regarding the negotiations for the purchase, sale, or lease of real property and (A)(3) for discussion or consultation for legal advice with the attorney.

On a motion by Baker, seconded by Kovacovich, the Council voted unanimously to go into Executive Session on both Items 10A and 11.

11. **Discussion, consideration, and possible approval of the Economist.com contract for the financial evaluation, impact analysis, rate plans, and due diligence regarding the acquisition of the Camp Verde Water System Co.** The anticipated costs of \$18,000 for Phase I & Phase II and the variable costs associated with Phase III are available in the General Fund Consultant Line Item.

On a motion by Baker, seconded by Kovacovich, the Council voted unanimously to approve the contract with Economist.com.

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

Robert Johnson questioned how much water the firm of Burgess & Niple has determined is on hand.

Tom Nielsen expressed appreciation for Mayor Gioia's attendance at their open house last night, and asked about the 20th Anniversary program coming up; *Mayor Gioia said phone calls were being made to all the former Council members and he should have received a call.*

Norma Garrison again requested that the ICC codes, not just the titles, be available to look up on the website, explaining that it is not always convenient to go to the P&Z office to find the complete information; *Lee will check on the progress toward getting the information on in PDF format.*

There was no further public input.

13. **Advanced Approvals of Town Expenditures**

There were no advanced approvals of Town expenditures.

14. **Manager/Staff Report**

There was no Manager/Staff report.

15. **Council Informational Reports**

Parrish said that he enjoyed the last Parade of Lights more than any of the others; he had the pleasure of escorting the Vice Mayor in her pickup.

Hauser reminded everyone of the importance of tax credits to the school; she understands that couples can donate up to \$400 and singles \$200. Also, the historic plaque on Pecan Lane is almost illegible and needs to be cleaned or polished; *staff will attend to it.*

Smith also commented on the Parade and the wonderful event commemorating Dorothy Woods' 90th birthday. Smith also reported on the Transportation Summit he attended in Phoenix and outlined many of the statistics and the road changes and safety measures planned, some of which will affect Camp Verde. Smith said that he will not be in attendance at the meeting next Wednesday.

Baker also commented on the ADOT plans that are a long-term process that just continues. She suggested that it would be helpful to solicit cooperation from the State and Federal representatives to send back more money for Arizona, to help alleviate some of the costs associated with Federal regulations compliance. Baker said that a wealth of information about the Town is available from those who volunteer at the Historical Society. Baker requested that in order to respond to e-mails, the sender must include his or her name; anonymous mail will be trashed.

Kovacovich thanked the Parks & Rec staff for the lights on Main Street being lighted up for the Parade; Main Street looks great.

Gioia said he also thoroughly enjoyed the Dorothy Woods event, and explained the program called "Dorothy's Dream," which is to increase the Endowment fund to \$500,000 for the benefit of the Library, hopefully within the next year. Gioia reviewed the efforts to respond to the concerns of the senior citizens regarding the problems with speeding traffic on the road by their apartment complex. Gioia also was able to take two of the Governor's aides on a Town tour, and to that particular traffic site; he will address that issue later on with the Governor and with ADOT's director.

A recess was called at 8:26 p.m. to go into Executive Session; the meeting was called back to order at 8:35 p.m.

16. **Adjournment**

On a motion by Smith, seconded by Gioia, the meeting was adjourned at 9:48 p.m.

Tony Gioia, Mayor

Margaret Harper, Recording Secretary

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on the 6th day of December 2006. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2006.

Debbie Barber, Town Clerk

TOWN OF CAMP VERDE

Council Agenda Action Form

Meeting Type: Regular Meeting

Meeting Date: January 3, 2007

Submitting Department: Marshal's Office

Contact Person: David R. Smith

Consent:

Regular:

Requesting Action:

Report Only:

Type of Document Needing Approval (Check all that apply):

Public Hearing

Resolution

Ordinance

Agreement/Contract

Emergency Clause

Acceptance/Approval

Special Consideration

Intergovernmental Agreement

Preliminary Plat

Grant Submission

Liquor/Bingo License Application

Final Plat

Special Event Permit

Special/Temp Use Permit

Other:

Agenda Text (be exact): Consideration of Resolution 2007 - 716, authorizing the Town to adopt a Safety Program Policy.

Staff Recommendation: Approve **Budgeted/Amount:** Yes \$ _____

Finance Director Review (if item is unbudgeted, under budgeted, or exceeds budgeted amt)

Line Item/Fund: _____

Purpose of Item and Background Information: The Town Safety Committee, made up of representatives from each department, has worked on several safety related issues during the last year. One issue, up for your consideration, is a Town Safety Program Policy. This policy considers the safety of the Town employees as a major responsibility of the Town government. In doing so, it establishes certain procedures and organizational protocols to assist the Town in managing risks and creating a safe work environment.

List All Attachments as Follows: Safety Program Policy, Resolution 2007-716

Type(s) of Presentation: Verbal Only

Special Equipment needed for Presentation:

Laptop Computer*

Overhead Projector

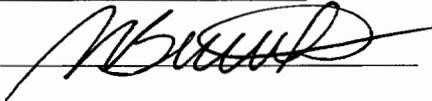
Remote Microphone

* Our laptop does NOT support a floppy disk (A-drive). All PowerPoint presentations must be saved to the hard drive or burned to a CD. Please advise any outside presenters of this requirement.

Please note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

Signatures of Submitting Staff:

Name: _____



Title: _____



Town Manager/Designee: _____



RESOLUTION 2007-716

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
APPROVING AND ADOPTING THE TOWN OF CAMP VERDE
SAFETY PROGRAM POLICY.**

Whereas, the Mayor and Common Council of the Town of Camp Verde considers the safety of its employees a major responsibility of the Town government; and

Whereas, the collective input from representatives of each Town department has been, and will continue to be, vital to the development, effective implementation and utilization of a comprehensive Safety Program Policy; and

Whereas, it is necessary and desirable that all personnel coordinate their efforts to effectively and efficiently provide the highest levels of safety management, regardless of his or her position in the organization; and

Whereas, to facilitate the most efficient and effective risk management it is critical the Town has uniform standards for planning, training, and exercising proper occupational safety; and

Whereas, the Safety Program Policy will improve the Town's ability to provide for a safe work environment and reduce risk and liability to the Town; and

Whereas, the Town's Safety Committee and Management Team recommends adoption of the Town of Camp Verde Safety Program Policy,

NOW THEREFORE, BE IT RESOLVED THAT THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE approves and adopts the Town of Camp Verde Safety Program Policy, and that the Mayor and Common Council of the Town of Camp Verde supports a Town-wide safety program and will make the necessary budget appropriations, based on recommendations by the Town Manager, to implement the program.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona on the 3rd day of January 2007.

Tony Gioia, Mayor

Attest:

Deborah Barber, Town Clerk

Approved as to form:

Town Attorney

Town of Camp Verde Safety Program Policy

SECTION I

Purpose:

The Town of Camp Verde considers the safety of its employees a major responsibility of the Town government. Constant endeavor shall be made to provide safe working habits and conditions. It is recognized that accident control can only be successful when adequate stimulation comes from top management, adequate coordination and advice comes from staff members, Supervisors accept safety responsibilities, and when employees participate in the elimination of unnecessary injuries.

Scope:

The keys to our safety program are:

1. All employees being charged with the responsibility for making safety a daily concern. Everyone regardless of his or her position in the organization must accept this responsibility.
2. The designation of an employee in a position of authority as the Safety Officer.
3. Support from management and supervisory personnel in the prevention of accidents and the implementation of this policy.
4. The establishment of the Safety Steering Committee composed of representatives from various departments of this municipality.
5. Regular safety meetings held by each Department.
6. The department heads shall conduct regularly scheduled safety meetings with employees.
7. Investigations of all incidents to determine causes of the incidents and remedial actions required to prevent recurrence.
8. Supervisors being responsible for the safe condition of assigned equipment and materials, good housekeeping practices, and safe working conditions. Supervisors along with line personnel should conduct regularly scheduled inspections of their work places to identify hazards. Corrective actions shall be initiated to control unsafe acts, conditions, or procedures.
9. Accident prevention principles being incorporated in new-employee orientation training and being a part of on-going formal and informal training programs for ALL employees. Supervisors will train employees to use safe work practices.

10. The department heads, with the assistance of the Safety Officer, analyzing hazardous working conditions and developing standard operating procedures to ensure the hazardous conditions are minimized and that safe work practices are used.
11. Use of personal protective equipment by employees to reduce the probability of injury according to guidelines established by the town.
12. The establishment and support of safety disciplines and safety incentive programs and policies.

SECTION II

Safety Organization and Responsibilities

A. Mayor and Town Council

The Mayor and Town Council support a Town-wide safety program in personnel policies and making the necessary budget appropriations to implement this program.

B. Town Manager

The Town Manager, through the Committee, is responsible for overall management and administration of a comprehensive safety program and shall promulgate rules and regulations, with advice from the Safety Committee, to implement it.

C. The Safety Officer

The Safety Officer is responsible for the implementation and operation of this safety program to include training, loss control, accident and insurance follow up, and vehicle and building safety. The Safety Officer will be appointed by the Town Manager and shall be someone in a position of authority usually a department head. The Safety Officer will represent the Town Manager in all safety matters and can stop a work operation temporarily when serious injury or property damage is possible.

The Safety Officer also:

1. Evaluates compliance with the program within divisions and departments.
2. Inspects facilities to detect existing or potential accident and health hazards and recommends corrective or preventative measures where indicated. All inspections will be documented with follow-up inspections performed until a hazard or violation has been corrected.
3. Consults with department on design and use of equipment, shops, and safety standards; by contacting each department and major division at least semi-annually to evaluate each unit's safety program and recommend improvements.

4. Assists Risk Management in providing technical guidance and direction to personnel and all levels of management in the implementation of this safety policy.
5. Participates in the investigation of accidents and injuries and assists in the preparation of reports and evidence for the Town's use.
6. Attend staff meetings to promote maximum understanding of the program objectives.
7. Provide the Safety Committee with information concerning all available accident prevention resources.
8. Ensures that all foreman and supervisors are trained in accident investigation, safety inspections and training techniques.
9. Ensures that all necessary evidence is collected and prepared for the Safety Committee to review accidents.
10. Conducts safety surveys on a regular basis.
11. The Safety Officer shall have the authority to shut down a Town job site should he feel it necessary to protect life and property until such time as the situation may be reviewed with the relevant Department Heads.

D. Safety Steering Committee

The committee will function as an advisory body to develop and recommend to the Town Manager matters of policy and procedures affecting administration of the Town of Camp Verde Safety Program. Membership will be composed of the Safety Officer and representatives of the various departments as follows:

Administration	1 person
Clerk's Department	1 person
Magistrate Court	1 person
Library	1 person
Marshal's Office	1 person
Finance	1 person
Maintenance/ Parks	1 person
Street Department	1 person
Community Development/Planning	1 person

Department Heads shall be responsible for making appointments to this committee from their respective departments. A Department Head shall be appointed by the Town Manager to serve a one-year term on the committee as Chairperson. This position will be rotated through the department heads with a different department head serving every year.

The Committee is responsible for:

1. Planning and recommending policies and procedures affecting the development and administration of an aggressive accident prevention program.
2. Reviewing statistical data, records, and reports of safety matters to determine the effectiveness of the program.
3. Recommending, publishing, and revising a Town-wide safety manual.

4. Developing, implementing, and administering safety awareness and incentive programs.
5. Serving as the accident review board by reviewing investigation reports, meeting with the employee and his or her immediate supervisor to gather additional information and preventability of the accident.
6. Providing technical guidance and direction to personnel and all levels of management in the implementation of the safety policy.
7. Coordinating safety problems with the safety representatives, and other safety organizations including environmental health agencies.
8. Inquiring into hazardous jobs when prescribed safety precautions are being enforced.
9. Ensure that complete records on accidents and publicizing information which will inform management and employees of trends which call for strong corrective measures. Supplying data needed to formulate and evaluate safety program objectives.

E. Risk Management

Risk Management is responsible for the recording, reporting, and distribution of safety related forms required by our insurance carrier and Federal and State governmental agencies. Risk Management works in conjunction with the Safety Officer and Safety Committee in implementing and conducting an aggressive safety program. Currently, risk management is assigned to the Finance Department.

F. Department Safety Training

Each department will be responsible to conduct at least quarterly meetings with its employees. These meetings should cover: discussion of accident prevention methods, program promotion, safety hazards, injury records, etc.

G. Department Heads

Each Department Head is designated as responsible to the Town Manager for employee safety. The Department Head has supervisory responsibility for all safety functions and activities within their department. Therefore, each Department Head will:

1. Appoint and establish operating safety committee representatives to administer the safety program.
2. Hold each supervisor accountable for the enforcement of approved safety procedures for their employees.
3. Provide leadership by setting a proper example for all employees; be responsible for successfully operating the department's safety program.
4. Call upon the Safety Officer or risk management for any assistance needed in promoting aggressive and effective safety program actions; implement safety policies and programs prescribed.
5. Develop policies and procedures and ensure all personnel under their direction comply with them.
6. See that all employees are trained or retrained in the accepted methods.

7. Provide personal protective equipment and instruction when necessary and will follow up on the equipment's proper use.
8. Encourage safety suggestions and written comments from employees and adopt those that are feasible.
9. Require accidents to be promptly reported, thoroughly investigated by supervisory personnel, and properly recorded.
10. Ensure that prompt, corrective action is taken where unsafe conditions are recognized or unsafe acts are observed.
11. Ensure that all employees are physically and mentally capable of performing their tasks.

H. Supervisors

Supervisors will have the responsibility for departmental operations of the Safety Program, and will be responsible to their Department Heads.

Supervisors should:

1. Assume full responsibility for the safe and healthful working conditions within their area.
2. Accept responsibility for evaluation each employee's performance of duties pertaining to accident prevention.
3. Ensure all safety policies and procedures and regulations are fully implemented for maximum efficiency of each job.
4. Enforce work policies and procedures by administering disciplinary action against those that fail to conform, and giving prompt recognition to those who perform well.
5. Ensure that employees are fully trained for the job they are assigned to do and that they are familiar with Town safety rules and regulations.
6. Ensure that periodic safety training classes are conducted for all employees.
7. Inspect all tools and equipment at frequent intervals and keep them in a safe and serviceable condition, as well as working conditions and procedures.
8. Instruct all employees about the reporting of all accidents and the necessity of receiving first aid treatment, even in case of minor injury.
9. Promptly investigate all accidents and complete the required reports.
10. Ensure all employees are physically qualified to perform their work.
11. Set a positive example by performing tasks in a safe manner and requiring subordinates to work safely.

I. Employees

Employees will be required, as a condition of employment, to exercise care in the course of their work to prevent injuries to themselves and their fellow workers.

Employees are required to:

1. Report all unsafe conditions and unsafe acts to their supervisor.

2. Follow prescribed procedures during an emergency and report all accidents/injuries to their supervisors as soon as practical.
3. Participate in all required safety and occupational health training and be certain they understand instructions completely before starting work.
4. Know how and where needed medical attention may be obtained.
5. Promptly report all work related injuries, vehicle accidents, property damage and injuries to visitors to his or her supervisor.
6. Each employee is responsible for compliance with all safety directives and procedures.
7. Serve on the safety committee or inspection team when appointed or elected.
8. Know locations of and understand all safety policies and procedures and other safety materials provided within their department.

**LIBRARY ADVISORY COMMISSION
of the
TOWN OF CAMP VERDE**

Third Quarterly Report 2006

1. Accepted with regret the resignation of Commission Chair Teets effective July 21, 2006 from the Library Advisory Commission.
2. It was agreed that Vice Chairperson Mina would preside at the next meetings in place of the Chairperson until the annual election.
3. Heard Reports and discussed what happened at the last Design Review Board Ordinance Meeting each month as appropriate.
4. There was nothing new to report and discuss on the general design and construction process for the new library building.
5. Director Laurito reported on the Endowment group activities which once again became active in September.
6. Discussed raising funds for the construction of the new library and decided that the Town is ultimately responsible for raising the funds. Tasked Lisa Mina to request information from town hall regarding how the town intended to raise funds for the new library and when the library was now expected to begin construction.
7. Held discussions on educating the public on the Camp Verde Public Library.
 - The High School Sports Calendar had an ad featuring the library to raise public awareness
 - Director Laurito is keeping the library website up to date with information for the public.
 - Letters to the Editor were being submitted by Commissioner Long
 - Bookmarks with information about the library, with perhaps an illustration of the planned building, to be inserted in books as they are checked out was suggested
 - Getting publicity through appearances on Ch. 18 television broadcasts was suggested
 - Advertising and educating through radio stations, internet, newspaper articles, word-of-mouth and flyers is occurring.
 - It was recommended that we research the possibility of posting road signs directing the public to the library.
8. Welcomed new Commissioner Ann Nason.

**TOWN OF CAMP VERDE
Council Agenda Action Form**

1-3-07

Meeting Type: Regular

Meeting Date: ~~December 6, 2006~~

**Submitting Department: Parks & Rec. Comm
Moore**

Contact Person: Trapper

Consent: **Regular:** **Requesting Action:** **Report Only:**

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Acceptance/Approval | <input type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | |

Agenda Text (Be Exact): Discussion, consideration and possible approval or Parks & Rec. quarterly report

Staff Recommendation: Approve Budgeted/Amount N/A \$ _____

____ Finance Director Review (if item in unbudgeted, under budgeted, or exceeds budgeted amount)

Line Item/Fund: n/a

Purpose of Item and Background Information: _____

List All Attachments as Follows: July-August-September Quarterly Report

Type(s) of Presentation: Visual

Special Equipment needed for Presentation:

- | | | |
|--|---|---------------------------------|
| <input type="checkbox"/> Laptop Computer* | <input type="checkbox"/> Overhead Projector | <input type="checkbox"/> TV-VCR |
| <input type="checkbox"/> Remote Microphone | <input type="checkbox"/> Conference Telephone | <input type="checkbox"/> Other |

*Our laptop does NOT support a floppy disk (A-drive). All PowerPoint presentations must be saved to the hard drive or burned to a CD. Please advise any outside presenters of this requirement.

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

Signatures of Submitting Staff:

Name: _____ **Title:** _____

Town Manager/Designee: _____



Camp Verde Parks & Recreation Quarterly Report July-August-September

Parks & Recreation Commission

Chairman

Trapper Moore

Vice-Chairman

Danny Parker

Commissioners

Ginger Mason

Alex Wilson

Clint Teague

Lucille Clawson

Jim Ellington

Parks & Recreation Staff

Director

Lynda Moore

Administrative Assistant:

Jessie Jones

Recreation Supervisor

Joseph Perez

Maintenance Supervisor

Mike Dumas

Maintenance

Robert Chavez

Damon Yeager

Darrell Payne

Justin Coriz

Mission Statement

The Town of Camp Verde Parks and Recreation Department is dedicated to providing quality recreational, educational, cultural, fitness, social and environmental opportunities. This department strives to meet the diverse needs of our community.

July 2006 Report

The Camp Verde Parks & Recreation Commission cancelled its regularly scheduled monthly meeting for July in observance of Independence Day.

The department hosted the following special events:

Annual Independence Day Celebration—This year's event was again sponsored by Cliff Castle Casino, who provided the fireworks presentation. The event brought together Parks & Recreation staff, commissioners, town council members and more than a thousand community members at Butler Park. Activities included family oriented contests, food, entertainment, games and fireworks. The Parks & Recreation Department and Commission would like to extend a sincere thanks to staff and council members that volunteered their time to provide the community with this event.

15th Annual Cornfest—This year's Cornfest was downsized from a two night event to a one night event. The event included popular contests including corn shucking, hog calling, corn eating and many more as well as live entertainment by the Burnett Family Bluegrass Band, winners of the Telluride Bluegrass Festival, roasted corn, vendors and games for everyone. In addition to all of the activities, the Golden Cobra Kickboxing organization hosted its annual Cornfest Kickboxing Championships at the Community Center. Despite the many challenges of the event, it was successful and continues to be a community favorite.

The Recreation 3-on-3 Basketball League kicked-off with registration. The league continued through the end of the year. The Parks & Recreation Department and Commission thank all participants and sponsors for their continued support of community recreation program.

July 2006 Report Continued

The Parks & Recreation department hosted a Family Fun Night Swim and Skate Party at the community skate park and swimming pool. The event included free swimming, food, drinks and live entertainment. This event continues to remain popular with community youth, which provides additional activity throughout the summer months, supporting the department's mission statement.

For the second year, Camp Verde Parks & Recreation hosted its Hunter Education class. The course was instructed by Camp Verde resident Bob Zimmerli. This year's program included more than fifty (50) participants and continues to grow, providing community youth with an opportunity to learn hunter education, firearm safety and basic survival skills.

August 2006 Report

The Parks & Recreation Commission held its regularly scheduled monthly meeting August 1. Staff provided the Commission with updates about the community park.

The Parks & Recreation department hosted the annual Block Party, August 19 in Uptown Camp Verde along Main Street. This year's event included live entertainment for both youth and adults, as well as food, games, vendors and participation from many Main Street merchants. The event also included the 5th Annual Ping Pong Championships. The department coordinated its effort with the Camp Verde Merchant Group. The department continues to emphasize the importance of shopping locally.

The Parks & Recreation department continues to meet with the Camp Verde Merchant Group. The group was implemented in fall 2004 by Camp Verde Parks & Recreation, whose vision was to provide additional benefit and tourism opportunities for Camp Verde Merchants during special events and slow times throughout the year. Together the group has hosted many travel writers, familiarization tours with media and the Arizona Office of Tourism and led the Historic Walking Tour of Main Street with a group of journalists from Canada and Mexico. Recently the Camp Verde Merchant Group has begun organizing additional activities during special events to create even more activity for visitors when visiting our community during event season.

September 2006 Report

The Parks & Recreation Commission held its regularly scheduled monthly meeting. The commission made recommendations to staff regarding Banner Pole Policies, was updated by staff regarding the Youth Commission and also discussed and made recommendations on updates for the Parks & Recreation Five Year Plan.

The department has been busy actively organizing Camp Verde's first Youth Commission. Staff has been in contact with interested youth and will be scheduling an initial meeting in the near future.

The Parks & Recreation staff hosted the annual Pioneer Days event. Components included the Fall Gun & Knife Show and Mule Show. The gun & knife show received more than expected turnout and all vendors did amazingly well and provided many good comments and feedback to staff. The Mule Show, which is organized by an all volunteer committee separate from the Pioneer Days committee, was relocated this year from Fort Verde State Historic Park to Arena Deloma. The location change proved to be a positive step forward in helping the mule and donkey show to continue growing.

The Montezuma Castle 10K and 2 Mile Run/Walk was recently hosted by the department. More than twenty-five (25) runners participated in the event. Parks & Recreation staff is currently working on additional components to this event to attract even more participants and event enthusiasts.

Formerly, the Parks & Recreation department coordinated the September 11 Patriot's Day Remembrance ceremony, however this year the local American Legion Post took full responsibility and executed the event independently of the Town of Camp Verde. The commission and staff are extremely excited about this transition, and are encouraging other organizations to assist with the overwhelming and successful event season produced by the Camp Verde Parks & Recreation department.

One of Camp Verde's newer events is the Highland Games, an event that has been well supported by the community for the past two (2) years, but one that has not experienced much growth or provided an enormous impact to local business owners. In 2007 the event will be managed and coordinated by Tom and Candy Watts, which will remove the event from the list of funded events by the Town of Camp Verde Parks & Recreation. The commission and staff support the Watts in their endeavor and are pleased to see the community coming forth to assist the department.



**Town of Camp Verde
Parks & Recreation Department
395 South Main Street
Camp Verde, AZ 86322
Phone: (928) 567-0535**

Upcoming Events

November 7

Parks & Recreation Commission Meeting
Town Council Chambers
5:30 p.m.

December 2

Christmas Craft Bazaar & Breakfast w/Santa
Community Center
8 a.m.

December 2

Christmas Parade of Lights
Main Street
6:30 p.m.

December 5

Parks & Recreation Commission Meeting
Town Council Chambers
5:30 p.m.

Camp Verde Parks & Recreation

Welcomes:

New Parks & Rec. Commissioners

**Jim Ellington
Ginger Mason
Trapper Moore**

New Parks & Rec. Staff

**Justin Coriz
Jessie Jones**

Camp Verde Parks & Recreation

Thanks:

**All major event and recreation program
sponsors, participants, volunteers, staff and
the community for their continued support.**

Building Community Through People, Parks and Programs

**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Type: Regular

Meeting Date:1-3-06

**Submitting Department:Affordable Housing & Neighborhood Revitalization
Contact Person:Matt Morris**

Consent: **Regular:** **Requesting Action:** **Report Only:**

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Acceptance/Approval | <input type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | |

Agenda Text (Be Exact): Possible acceptance of Quarterly Report from Housing Commission.

Staff Recommendation: Approve Budgeted/Amount N/A \$ _____

Finance Director Review (if item in unbudgeted, under budgeted, or exceeds budgeted amount)

Line Item/Fund:

Purpose of Item and Background Information: The Housing Commission recommended approval of the Housing Commission Quarterly Report at their regularly scheduled meeting on December 19, 2006.

List All Attachments as Follows: _____

Type(s) of Presentation: Verbal Only

Special Equipment needed for Presentation:

- | | | |
|--|---|---------------------------------|
| <input type="checkbox"/> Laptop Computer* | <input type="checkbox"/> Overhead Projector | <input type="checkbox"/> TV-VCR |
| <input type="checkbox"/> Remote Microphone | <input type="checkbox"/> Conference Telephone | <input type="checkbox"/> Other |

*Our laptop does NOT support a floppy disk (A-drive). All PowerPoint presentations must be saved to the hard drive or burned to a CD. Please advise any outside presenters of this requirement.

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

Signatures of Submitting Staff:

Name: _____ **Title:** _____

Town Manager/Designee: _____

Housing Commission
Quarterly Report
July, August and September
October, November, December
2006

Mission Statement

The Town of Camp Verde Housing Commission will strive to maintain and foster an environment where a variety of decent, safe and sanitary, and affordable housing opportunities are available for all age groups and socio-economic levels.

The Town Council appointed the Housing Commission December 21, 2005. The members of the Commission are:

Chairperson	Jeremy Bach
Vice Chair	Norma Garrison
Commissioner	Bill Carter
Commissioner	Ann Everett
Commissioner	Dave Freeman
Commissioner	John McReynolds
Commissioner	Virginia Jones – Resigned in October
Commissioner	Linda Buchanan – Appointed by Council November 15 th

The Commissions regular meetings are the third Tuesday of each month at 4:00 p.m. in room 106.

July

- Donna Hastings of RDA gave a presentation regarding the various housing programs available through RDA.
- Reviewed Cottonwood Rental Code and was made aware that the Town had adopted the existing Property Maintenance Code in 2004 as part of the ICC and it is currently in effect.

August

- Requested Staff work with the Chair or Vice Chair to send a memo on all proposed development to Planning & Zoning and Council requesting that the developer consider voluntarily participating in providing work force housing.
- Reviewed the Town's existing Property Maintenance Code (PMC).

September

- Reviewed Housing Rehabilitation Program Guidelines and directed staff to make changes as discussed.

October

- Accepted Virginia Jones resignation
- Voted to submit the updated 2006 Housing Rehabilitation Program Guidelines with the changes to the Department of Housing for additional review.
- Discussion regarding the Drachman Institute.

November – Regular Session was cancelled

November 9, 2006 met with students from Drachman Institute.

November 14, 2006 met with Rural Development

December

- New Member Linda Wolfe Buchanan introduced to Commission

Jeremy Bach, Chairperson

TOWN OF CAMP VERDE
Council Agenda Action Form

Meeting Type: Regular

Meeting Date: January 3, 2006

Submitting Department: Tony Gioia

Contact Person: Tony Gioia

Consent: **Regular:** **Requesting Action:** **Report Only:**

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|---|--|
| <input type="checkbox"/> Acceptance/Approval | <input type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | |

Agenda Text (Be Exact): Discussion, consideration, and possible approval of name change of Camp Verde Trails and Pathways Committee to Camp Verde Trails and Pathways Commission

Staff Recommendation: None

Budgeted/Amount N/A \$ _____

Finance Director Review (if item in unbudgeted, under budgeted, or exceeds budgeted amount)

Line Item/Fund: N/A

Purpose of Item and Background Information: The Camp Verde Trails and Pathways Committee has requested a name change from Committee to Commission

List All Attachments as Follows:

Type(s) of Presentation: Verbal Only

Special Equipment needed for Presentation:

- | | | |
|--|---|---------------------------------|
| <input type="checkbox"/> Laptop Computer* | <input type="checkbox"/> Overhead Projector | <input type="checkbox"/> TV-VCR |
| <input type="checkbox"/> Remote Microphone | <input type="checkbox"/> Conference Telephone | <input type="checkbox"/> Other |

*Our laptop does NOT support a floppy disk (A-drive). All PowerPoint presentations must be saved to the hard drive or burned to a CD. Please advise any outside presenters of this requirement.

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

Signatures of Submitting Staff:

Name: _____ **Title:** _____

Town Manager/Designee: _____

TOWN OF CAMP VERDE
473 S. MAIN STREET SUITE 102
CAMP VERDE, AZ 86322
PHONE: (928)567-6631

COMMISSION/COMMITTEE/BOARD INTEREST FORM

NAME: John Reddell
PHYSICAL ADDRESS: 160 CHAROLAIS
MAILING ADDRESS: _____
PHONE (HOME): 928 567-3906 (WORK): 3003103 e-mail _____

**WHICH COMMISSION/COMMITTEE/BOARD ARE YOU INTERESTED IN?
(ONE FORM FOR EACH COMMISSION/COMMITTEE/BOARD)**

- | | | | |
|-------------------------------------|-----------------------------|--------------------------|--|
| <input type="checkbox"/> | DESIGN REVIEW | <input type="checkbox"/> | EQUESTRIAN ARENA FACILITY COMMITTEE |
| <input checked="" type="checkbox"/> | BOARD OF ADJUSTMENTS | <input type="checkbox"/> | LIBRARY ADVISORY COMMISSION |
| <input type="checkbox"/> | BOARD OF APPEALS | <input type="checkbox"/> | PARKS AND RECREATION COMMISSION |
| <input type="checkbox"/> | TRAILS & PATHWAYS COMMITTEE | <input type="checkbox"/> | PLANNING AND ZONING COMMISSION |
| <input type="checkbox"/> | HOUSING COMMITTEE | <input type="checkbox"/> | TOWN COUNCIL (vacancy in middle of term) |

PLEASE ANSWER THE FOLLOWING QUESTIONS
(Attach additional sheet if necessary)

1. Why do you want to serve on this commission? I believe I CAN
be of help in the commission
went help in my years on
commission and council
2. Tell us about yourself. How long have you lived in the area, your experience, your interest in the community.
Any general information you feel pertinent. I HAVE BEEN
on P&R 5 yrs Town Council
4 yrs Park + Rec 5 yrs that
has been my part in community
I have lived 47 yr in Camp Verde
3. What experience and/or knowledge do you have that makes you uniquely qualified to serve on this commission?
worked the general plans and
the P&R rules

4. What do you believe the duties of this commission are and how much time do you expect to spend accomplishing these tasks? I HAVE TIME TO DO

the work with commission

5. (Answer only if you are applying for Planning & Zoning Commission) Have you read the Camp Verde General Plan? How does the General Plan relate to decisions you will be making as a commissioner? What do you think of the General Plan as it is now and where do you see it going in the future? _____

SIGNATURE: _____

John Reddell

DATE: _____

12-5-06

FOR OFFICE USE ONLY

DATE CONTACTED & INVITED TO APPEAR BEFORE COUNCIL _____

STAFF CONTACTING INDIVIDUAL _____

DATE APPEARED BEFORE COUNCIL _____

DATE APPOINTED _____

Note: Interest forms will be held for a period of six months and reviewed as openings occur.

TOWN OF CAMP VERDE
473 S. MAIN STREET SUITE 102
CAMP VERDE, AZ 86322
PHONE: (928)567-6631

COMMISSION/COMMITTEE/BOARD INTEREST FORM

NAME: Steve Darby
PHYSICAL ADDRESS: 1339 Rio Verde Ln.
MAILING ADDRESS: Same
PHONE (HOME): 567-0909 (WORK): - e-mail darby151@msn.com

**WHICH COMMISSION/COMMITTEE/BOARD ARE YOU INTERESTED IN?
(ONE FORM FOR EACH COMMISSION/COMMITTEE/BOARD)**

- | | | | |
|--------------------------|-----------------------------|-------------------------------------|--|
| <input type="checkbox"/> | DESIGN REVIEW | <input type="checkbox"/> | EQUESTRIAN ARENA FACILITY COMMITTEE |
| <input type="checkbox"/> | BOARD OF ADJUSTMENTS | <input type="checkbox"/> | LIBRARY ADVISORY COMMISSION |
| <input type="checkbox"/> | BOARD OF APPEALS | <input type="checkbox"/> | PARKS AND RECREATION COMMISSION |
| <input type="checkbox"/> | TRAILS & PATHWAYS COMMITTEE | <input checked="" type="checkbox"/> | PLANNING AND ZONING COMMISSION |
| <input type="checkbox"/> | HOUSING COMMITTEE | <input type="checkbox"/> | TOWN COUNCIL (vacancy in middle of term) |

PLEASE ANSWER THE FOLLOWING QUESTIONS
(Attach additional sheet if necessary)

1. Why do you want to serve on this commission? I would like to be a part of the future growth of Camp Verde. I am interested in the planning & zoning process & have experience in this field. I am concerned about the challenges our town will face. Growing up Camp Verde was good to me, I now want to give back

2. Tell us about yourself. How long have you lived in the area, your experience, your interest in the community. Any general information you feel pertinent. I graduated from CVHS in 1980, am now retired from the Mesa Fire Dept. & have chosen to live out my life here. I have been back apx. 2 years now. I am a substitute teacher at Camp Verde & Mingus high schools & just finished my 2nd year as a CV.H.S. Football coach. Married for 20+ years, 2 grown daughters

3. What experience and/or knowledge do you have that makes you uniquely qualified to serve on this commission?

I have been in building construction for 18 years, the past 7 as a general contractor building custom homes & commercial occupancies. I sold my company this past summer. I have become very familiar with design review requirements, & architectural guidelines.

4. What do you believe the duties of this commission are and how much time do you expect to spend accomplishing these tasks? I have been told the commission meets 1-2 times per

month although like any group a large amount of personal time is required to be properly read & informed prior to a meeting for it to be successful. The P&Z Commission reports & makes recommendations to the town Council

5. (Answer only if you are applying for Planning & Zoning Commission) Have you read the Camp Verde General Plan? How does the General Plan relate to decisions you will be making as a commissioner? What do you think of the General Plan as it is now and where do you see it going in the future? I have read it

in summary. It seems to be a well considered plan although it will probably have to change & adapt as CV grows & faces new issues. I believe water supply may become a bigger issue as well as commercial development which must be carefully considered. The plan will need to continue to address the needs & desires of the people of CV.

SIGNATURE: Steve Darby

DATE: 12/1/06

FOR OFFICE USE ONLY

DATE CONTACTED & INVITED TO APPEAR BEFORE COUNCIL _____

STAFF CONTACTING INDIVIDUAL _____

DATE APPEARED BEFORE COUNCIL _____

DATE APPOINTED _____

Note: Interest forms will be held for a period of six months and reviewed as openings occur.

TOWN OF CAMP VERDE
473 S. MAIN STREET SUITE 102
CAMP VERDE, AZ 86322
PHONE: (928)567-6631

COMMISSION/COMMITTEE/BOARD INTEREST FORM

NAME: CAROL GERMAN
PHYSICAL ADDRESS: 1227 S. McCRACKEN LN.
MAILING ADDRESS: SAME
PHONE (HOME): 928-567-9042 (WORK): — e-mail dcgerman@msn.com

**WHICH COMMISSION/COMMITTEE/BOARD ARE YOU INTERESTED IN?
(ONE FORM FOR EACH COMMISSION/COMMITTEE/BOARD)**

- | | | | |
|--------------------------|-----------------------------|-------------------------------------|--|
| <input type="checkbox"/> | ADOT ADVISORY COMMITTEE | <input type="checkbox"/> | EQUESTRIAN ARENA FACILITY COMMITTEE |
| <input type="checkbox"/> | BOARD OF ADJUSTMENTS | <input type="checkbox"/> | LIBRARY ADVISORY COMMISSION |
| <input type="checkbox"/> | BOARD OF APPEALS | <input type="checkbox"/> | PARKS AND RECREATION COMMISSION |
| <input type="checkbox"/> | TRAILS & PATHWAYS COMMITTEE | <input checked="" type="checkbox"/> | PLANNING AND ZONING COMMISSION |
| <input type="checkbox"/> | HOUSING COMMITTEE | <input type="checkbox"/> | TOWN COUNCIL (vacancy in middle of term) |

PLEASE ANSWER THE FOLLOWING QUESTIONS
(Attach additional sheet if necessary)

1. Why do you want to serve on this commission? In addition to being interesting, educational, and challenging, it would give me an opportunity to be of service to my community. I also feel that I can give a woman's perspective to the issues.
2. Tell us about yourself. How long have you lived in the area, your experience, your interest in the community. Any general information you feel pertinent. NATIVE ARIZONIAN. HAVE LIVED IN CAMP VERDE FOR MORE THAN 15 YRS. FAMILY HERE FOR MORE THAN FIFTY YRS.
RETIRED EDUCATOR WITH A MASTER'S DEGREE IN BUSINESS. SUCCESSFULLY COMPLETED REAL ESTATE COURSE & PASSED THE STATE EXAM
3. What experience and/or knowledge do you have that makes you uniquely qualified to serve on this commission?
was an active participant in meetings on the General Plan.
Served on the original Focused Future Committee as well as the Focused Future Revision Committee

4. What do you believe the duties of this commission are and how much time do you expect to spend accomplishing these tasks? _____

To make recommendations to the town council concerning various proposed developments and zoning issues. Responsibilities will include active participation at all meetings and as much time as necessary to study the issues to make informed recommendations.

5. (Answer only if you are applying for Planning & Zoning Commission) Have you read the Camp Verde General Plan? How does the General Plan relate to decisions you will be making as a commissioner? What do you think of the General Plan as it is now and where do you see it going in the future? _____

Yes, I have read the General plan and it has to be the guideline for decision making by the Planning & Zoning Commission. The voters approved the General plan and expect it to be followed. Any major revisions to the General plan would need voter approval.

SIGNATURE: Cecil Leiman DATE: Dec. 18, 2006

FOR OFFICE USE ONLY

DATE CONTACTED & INVITED TO APPEAR BEFORE COUNCIL _____
STAFF CONTACTING INDIVIDUAL _____
DATE APPEARED BEFORE COUNCIL _____
DATE APPOINTED _____

Note: Interest forms will be held for a period of six months and reviewed as openings occur.



17-11-31P03:08 RCVD

**TOWN OF CAMP VERDE
473 SOUTH MAIN STREET, SUITE 102
CAMP VERDE, ARIZONA 86322
PHONE: (928) 567-6631**

DESIGN REVIEW BOARD INTEREST FORM

NAME: James Binick

PHYSICAL ADDRESS: 1150 S. Rio Verde Lane

MAILING ADDRESS: Same

PHONE (HOME): 928-567-1434 (WORK): 928-639-2712 e-mail: jbinick@commspeed.net

WHICH BOARD POSITION(S) ARE YOU APPLYING FOR?

(Please check all that are applicable)

- Member who shall be qualified by background, training or experience in design related occupations such as architecture/building design, landscape architecture, land use planning, civil engineering or similar fields.
- Member who shall be or have been a builder, contractor, developer, real estate agent or otherwise represents contracting, development or real estate interests.
- Member who shall represent the general public interest. This member may be a lay person with or without special knowledge of building design, construction, or real estate development, but should not be generally representative of those occupations described above.

PLEASE ANSWER THE FOLLOWING QUESTIONS

(Attach additional sheet if necessary)

1. Why do you want to serve on this board? Please refer to the attached response.

2. Tell us about yourself. How long have you lived in the area, your experience, your interest in the community. Any general information you feel pertinent.

Please refer to the attached response.



3. What experience and/or knowledge do you have that makes you uniquely qualified to serve on this board?

Please refer to the attached response.

4. What do you believe the duties of the board are and how much time do you expect to spend accomplishing these tasks?

Please refer to the attached response.

5. Please indicate your availability for scheduled meeting times.

MORNING

AFTERNOON

EVENING

6. Have you read the Camp Verde Design Review Ordinance and other supporting documents including the Historical Overview, Visual Library, and Visual Survey? How does the Design Review Ordinance relate to the decisions you will be making as a Design Review Board Member? What do you think of the Design Review Ordinance as it is now and where do you see it going in the future?

Yes. Please refer to the attached response.

SIGNATURE: _____

DATE: *12/7/06*

FOR OFFICE USE ONLY

DATE CONTACTED & INVITED TO APPEAR BEFORE COUNCIL _____

STAFF CONTACTING INDIVIDUAL _____

DATE APPEARED BEFORE COUNCIL _____

DATE APPOINTED _____

Note: Interest forms will be held for a period of six months and reviewed as openings occur.

Rev November 2, 2006

mjm

James Binick
Design Review Board Application
Questionnaire Response
December 5, 2006

1. Provide community service and participate on a personal, non-business basis with the Town of Camp Verde.
2. I am a 9 year resident of Camp Verde and a 47 year resident of Arizona. The majority of living experience in Arizona has been in rural communities of 10,000 population or less. I was raised in rural Arizona and have always felt more at home in a smaller, rural community with a diverse demographic population. I am a civil engineer by training and currently hold both a Professional Engineer and Registered Land Surveyor license in the State of Arizona. My experience has covered a comprehensive mix of private and government projects related to planning and design of commercial development, subdivisions, infrastructure and industrial facilities. I currently serve as the consultant Town Engineer for the Town of Jerome and have also performed similar duties in the past for the Town of Clarkdale and Town of Litchfield Park.
3. My experience and qualifications seem well suited to serve the community on the Design Review Board. My experience as a facilities engineer began in 1978 with the development of water facilities for the City of Avondale. My experience with the planning and zoning review process began with a series of City of Chandler municipal projects in 1986 and I have continued to remain actively involved with both facilities and planning and zoning reviews. I am familiar with the design documentation and regulatory requirements which provide the guidance for many of the components of facilities design. I am also conversant with industry terms technologies. I also understand the non-political parameters which a design review board should follow. I am comfortable with working in a public forum and am sensitive to the need to tactfully represent the Town of Camp Verde during the performance of the Board duties.
4. The duties of the first Design Review Board provide an extra challenge for its members. Although the general parameters of the Design Review process have been established by the Town, the application of these guidelines to a mix of architectural interpretations and the level of freedom to provide in these interpretations will be a challenge. Since the new Board will have no prior Board actions as a precedence and the precedence set by other design review boards in neighboring communities will not necessary match the unique character of Camp Verde, it will be an interesting learning curve for both the Board and the initial applicants. Establishing a framework of guidance for future applicants and maintaining a consistent interpretation appears to be one of the critical functions of the first Board. This will be critical in creating an environment of fairness and consistency for both applicants and the interested public. I have full time duties to my consulting firm, however, I am able to control the hours I report to work. I anticipate the majority of the time initially spent on participating in multiple

workshop meetings to discuss and share interpretations of the design guidelines set forth by the Town. Initial work would also include a more thorough review of the Design Review Ordinance background materials. I do not have a specific number of hours allocated for this duty.

5. I have reviewed the Design Review Ordinance, Historical Perspective, the Visual Library and Visual Survey. The design Review Ordinance is the baseline document which establishes the Board, general purpose and general guidelines which each Board member needs to adhere to during the performance of the Design Review duties. The future development of the Ordinance is directly related to consistent interpretations which are accepted by the Town, public and development applicants. These interpretations could be later incorporated to provide more specific guidelines in the Ordinance. Also, areas where reoccurring questions or debate occur could be clarified in future updates to the Ordinance. The experience of the Board will make them a significant contributing participant in future versions of the Ordinance.



10-10-04 11:00 AM

**TOWN OF CAMP VERDE
473 SOUTH MAIN STREET, SUITE 102
CAMP VERDE, ARIZONA 86322
PHONE: (928) 567-6631**

DESIGN REVIEW BOARD INTEREST FORM

NAME: SHIRLEY M. BRINKMAN

PHYSICAL ADDRESS: 3194 E. Clinton Ln

MAILING ADDRESS: SAME

PHONE (HOME): 567-2146 (WORK): 602-359-5650 e-mail SHRLBRINK@EARTHlink.net

WHICH BOARD POSITION(S) ARE YOU APPLYING FOR?

(Please check all that are applicable)

- Member who shall be qualified by background, training or experience in design related occupations such as architecture/building design, landscape architecture, land use planning, civil engineering or similar fields.
- Member who shall be or have been a builder, contractor, developer, real estate agent or otherwise represents contracting, development or real estate interests.
- Member who shall represent the general public interest. This member may be a lay person with or without special knowledge of building design, construction, or real estate development, but should not be generally representative of those occupations described above.

PLEASE ANSWER THE FOLLOWING QUESTIONS

(Attach additional sheet if necessary)

1. Why do you want to serve on this board? I View this BOARD AS
A MEANS of PROTECTING the Character of
CAMP Verde.

2. Tell us about yourself. How long have you lived in the area, your experience, your interest in the community. Any general information you feel pertinent.

For over 20 years we have driven to & through
Camp Verde AND LOVED the Area. We Purchased our home
4 years ago & moved permanently 2 yrs ago. I HAVE ALWAYS
BEEN ACTIVE in Community AND Now that I AM Retired have



3. What experience and/or knowledge do you have that makes you uniquely qualified to serve on this board?

over 30 years of Experience Working AS Secretary/
Specification typist for Architectural firms. I Never
WAS involved in Design & such But HAVE A Good feel
for How it ALL Works.

4. What do you believe the duties of the board are and how much time do you expect to spend accomplishing these tasks?

The Duties of this BOARD Should Be Checking Designs
of Proposed Buildings, Visiting the Proposed site AND
Seeing the 2 fit in the Western/Rural Community
together.

5. Please indicate your availability for scheduled meeting times.

MORNING

AFTERNOON

EVENING

Not ON Tuesdays!

6. Have you read the Camp Verde Design Review Ordinance and other supporting documents including the Historical Overview, Visual Library, and Visual Survey? How does the Design Review Ordinance relate to the decisions you will be making as a Design Review Board Member? What do you think of the Design Review Ordinance as it is now and where do you see it going in the future?

I have Read the Design Review ordinance only. I have had
issues with my eyes But CAN Now Read well AND Will Attempt
to Read the other items. the ordinance will Be the
BACKGround for Reviewing Plans. the ordinance Seems well
thought out But will probably be Tweaked AS time goes By.

SIGNATURE: Shirley M. Brinkman DATE: December 7, 2016

FOR OFFICE USE ONLY

DATE CONTACTED & INVITED TO APPEAR BEFORE COUNCIL _____
STAFF CONTACTING INDIVIDUAL _____
DATE APPEARED BEFORE COUNCIL _____
DATE APPOINTED _____

Note: Interest forms will be held for a period of six months and reviewed as openings occur.

Rev November 2, 2006

mjm



TOWN OF CAMP VERDE
473 SOUTH MAIN STREET, SUITE 102
CAMP VERDE, ARIZONA 86322
PHONE: (928) 567-6631

DESIGN REVIEW BOARD INTEREST FORM

NAME: ALAN BUCHANAN
PHYSICAL ADDRESS: 3470- HACIENDA LAKE CV. 86322
MAILING ADDRESS: _____
PHONE (HOME): 567-6551 (WORK): 567-6507 e-mail: HOMESPECT@WILCO.APAZ.NET

WHICH BOARD POSITION(S) ARE YOU APPLYING FOR?

(Please check all that are applicable)

- Member who shall be qualified by background, training or experience in design related occupations such as architecture/building design, landscape architecture, land use planning, civil engineering or similar fields.
- Member who shall be or have been a builder, contractor, developer, real estate agent or otherwise represents contracting, development or real estate interests.
- Member who shall represent the general public interest. This member may be a lay person with or without special knowledge of building design, construction, or real estate development, but should not be generally representative of those occupations described above.

PLEASE ANSWER THE FOLLOWING QUESTIONS

(Attach additional sheet if necessary)

1. Why do you want to serve on this board? TO SERVE OUR TOWN WITH
MEANINGFUL JUDGEMENT AND INSIGHT WITH REGARDS
TO THE DESIGN INTERESTS OF THE TOWN AND
ITS DESIGN REVIEW ORDINANCE.

2. Tell us about yourself. How long have you lived in the area, your experience, your interest in the community. Any general information you feel pertinent.

SEE ATTACHMENT



3. What experience and/or knowledge do you have that makes you uniquely qualified to serve on this board?

SEE ATTACHMENT

4. What do you believe the duties of the board are and how much time do you expect to spend accomplishing these tasks?

QUITE SIMPLY I BELIEVE THE DUTIES OF THE BOARD ARE TO REVIEW THE CASES PRESENTED THEM BY THE DIRECTOR WITH REGARDS TO THE DESIGN ORDINANCE. AND TO SPEND AS MUCH TIME NECESSARY TO MAKE A FAIR & ETHICAL DECISION.

5. Please indicate your availability for scheduled meeting times.

MORNING

AFTERNOON

EVENING

6. Have you read the Camp Verde Design Review Ordinance and other supporting documents including the Historical Overview, Visual Library, and Visual Survey? How does the Design Review Ordinance relate to the decisions you will be making as a Design Review Board Member? What do you think of the Design Review Ordinance as it is now and where do you see it going in the future?

AS OF THIS APPLICATION I HAVE ONLY READ THE DESIGN REVIEW ORDINANCE. I FIND IT FAIR BUT DO HAVE SOME CONCERNS WITH PARTS OF IT. I WOULD BE PREPARED TO FOLLOW IT AS WELL AS SEEK REVIEW FOR THOSE AREAS I FEEL ARE UNFAIR OR VAGUE.

SIGNATURE:

Alan W. Buchanan

DATE: 11-10-06

FOR OFFICE USE ONLY

DATE CONTACTED & INVITED TO APPEAR BEFORE COUNCIL _____

STAFF CONTACTING INDIVIDUAL _____

DATE APPEARED BEFORE COUNCIL _____

DATE APPOINTED _____

Note: Interest forms will be held for a period of six months and reviewed as openings occur.

Rev November 2, 2006

mjm

Question #2

I have been living in the verde valley for eleven years. The first five were on the Apache Maid ranch, running construction projects and sometimes cattle. I moved to Camp Verde six years ago and married a wonderful woman. We live and own several pieces of property in Camp Verde. I am the president of our local homeowners association. I have been in the construction business for over 40 years including residential, commercial building and plan drafting. I am currently a licensed home inspector for the state of Arizona as well as a national disaster inspector through Parr Inspections for FEMA.

I continually take courses at Yavapai College in computers, real estate and career and technology. Some of my spare time is devoted to the CASA program for foster children as well as the Discovery Connection for children before and after school programs. The Stewards of Public Lands is my latest volunteer program that I am happy to serve.

Question #3

The knowledge that I would bring is my over forty years in the construction business. The experience I would bring stems from the little town in Colorado I moved from. A one stoplight town that went to seventeen by the time I left. Growth is certain but the keeping of the rural and western appearance is crucial. In that small Colorado town I witnessed poor or non-existent design review and now it can never be reversed. That should not happen here in Camp Verde.

TOWN OF CAMP VERDE
473 S. MAIN STREET SUITE 102
CAMP VERDE, AZ 86322
PHONE: (928)567-6631

COMMISSION/COMMITTEE/BOARD INTEREST FORM

NAME: Steve Darby
PHYSICAL ADDRESS: 1335 Rio Verde Ln
MAILING ADDRESS: Same
PHONE (HOME): 567-0909 (WORK): _____ e-mail darby1512@msn.com

**WHICH COMMISSION/COMMITTEE/BOARD ARE YOU INTERESTED IN?
(ONE FORM FOR EACH COMMISSION/COMMITTEE/BOARD)**

- DESIGN REVIEW
 BOARD OF ADJUSTMENTS
 BOARD OF APPEALS
 TRAILS & PATHWAYS COMMITTEE
 HOUSING COMMITTEE

- EQUESTRIAN ARENA FACILITY COMMITTEE
 LIBRARY ADVISORY COMMISSION
 PARKS AND RECREATION COMMISSION
 PLANNING AND ZONING COMMISSION
 TOWN COUNCIL (vacancy in middle of term)

PLEASE ANSWER THE FOLLOWING QUESTIONS
(Attach additional sheet if necessary)

1. Why do you want to serve on this commission? I am very interested in architecture design. I want to be a part of reviewing new projects & assuring that contractors provide the elements that will enhance the look of our community.

2. Tell us about yourself. How long have you lived in the area, your experience, your interest in the community. Any general information you feel pertinent. I graduated from CVHS in 1980. I am now retired from the Mesa Fire Dept. I have been back for approx. 2 years. I am a substitute teacher at CVHS & Mingus HS. & just finished my 2nd year as a football coach here. I sold my construction & consulting Co. last summer. I'm married (20+ years) & have 2 grown boys.

3. What experience and/or knowledge do you have that makes you uniquely qualified to serve on this commission?

I have been in building construction for 18 years, the past 7 years owned a residential & commercial construction & consulting company. I have designed many custom home projects & I am very familiar with reading construction blueprints & elevations.

✶ You can view the website that I created prior to selling my company www.ownerbuilt.us I built or consulted on all these projects.

4. What do you believe the duties of this commission are and how much time do you expect to spend accomplishing these tasks? _____

The duties should include reviewing plans, colors, landscape, & architectural elements to be incorporated in the project. Reviewing that the proposed structure is within C.V.'s design requirements. Time - meeting up to once a week, reviewing info. at home which could take possibly 10-15 hrs. per week.

5. (Answer only if you are applying for Planning & Zoning Commission) Have you read the Camp Verde General Plan? How does the General Plan relate to decisions you will be making as a commissioner? What do you think of the General Plan as it is now and where do you see it going in the future? _____

SIGNATURE: S. Dandy DATE: 12/20/06

FOR OFFICE USE ONLY

DATE CONTACTED & INVITED TO APPEAR BEFORE COUNCIL _____
STAFF CONTACTING INDIVIDUAL _____
DATE APPEARED BEFORE COUNCIL _____
DATE APPOINTED _____

Note: Interest forms will be held for a period of six months and reviewed as openings occur.



TOWN OF CAMP VERDE
473 SOUTH MAIN STREET, SUITE 102
CAMP VERDE, ARIZONA 86322
PHONE: (928) 567-6631

DESIGN REVIEW BOARD INTEREST FORM

NAME: PAUL M. HOLGUIN

PHYSICAL ADDRESS: 1487 W. HORSESHOE BEND #79, CAMP VERDE AZ 86322

MAILING ADDRESS: SAME AS ABOVE

PHONE (HOME): 928) 567-5800 (WORK): 928) 567-0057 e-mail pholguin@diamondhomesaz.com

WHICH BOARD POSITION(S) ARE YOU APPLYING FOR?

(Please check all that are applicable)

- Member who shall be qualified by background, training or experience in design related occupations such as architecture/building design, landscape architecture, land use planning, civil engineering or similar fields.
- Member who shall be or have been a builder, contractor, developer, real estate agent or otherwise represents contracting, development or real estate interests.
- Member who shall represent the general public interest. This member may be a lay person with or without special knowledge of building design, construction, or real estate development, but should not be generally representative of those occupations described above.

PLEASE ANSWER THE FOLLOWING QUESTIONS

(Attach additional sheet if necessary)

1. Why do you want to serve on this board? I FEEL THAT I OFFER A UNIQUE

PERSPECTIVE AND I AGREE WITH THE AIMS AND

GOALS SET FORTH BY THE DESIGN REVIEW BOARD.

CAMP VERDE IS A SPECIAL PLACE RICH IN HISTORY

AND ITS ARCHITECTURE SHOULD REFLECT THAT.

2. Tell us about yourself. How long have you lived in the area, your experience, your interest in the community. Any general information you feel pertinent.

I AM VICE PRESIDENT AND A PRINCIPAL OF DIAMOND

HOMES, INC. I HAVE LIVED IN CAMP VERDE FOR ONLY A YEAR,

HOWEVER, ITS CHARM HAS GROWN ON ME QUICKLY. I WOULD LIKE

TO SEE CAMP VERDE'S HISTORICAL ROOTS PRESERVED AND CELEBRATED

AND NOT TURNED INTO ANOTHER "COOKIE CUTTER" SUBURB.



3. What experience and/or knowledge do you have that makes you uniquely qualified to serve on this board?

I HAVE EXPERIENCE IN LANDSCAPING, REMODELING, AND NEW CONSTRUCTION. I AM FULL OF ENERGY AND PASSIONATE ABOUT IMPROVING OUR COMMUNITY'S ASTHETICS.

I AM ALSO CURRENTLY PLANNING ~~AND~~ A WORKFORCE HOUSING PROJECT WHICH WILL ENABLE DESERVING PEOPLE TO BECOME HOMEOWNERS.

4. What do you believe the duties of the board are and how much time do you expect to spend accomplishing these tasks?

THE DUTIES ARE TO DEVELOP AND IMPLEMENT A SERIES OF ARCHITECTUAL STANDARDS FOR NEW CONSTRUCTION OF COMMERCIAL + MULTIFAMILY RESIDENTIAL STRUCTURES. I AM WILLING TO COMMIT AS MUCH TIME AS IS NECESSARY TO ACCOMPLISH THE TASKS HEREIN DESCRIBED

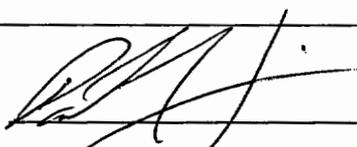
5. Please indicate your availability for scheduled meeting times.

MORNING

AFTERNOON

EVENING

6. Have you read the Camp Verde Design Review Ordinance and other supporting documents including the Historical Overview, Visual Library, and Visual Survey? How does the Design Review Ordinance relate to the decisions you will be making as a Design Review Board Member? What do you think of the Design Review Ordinance as it is now and where do you see it going in the future?

SIGNATURE: 

DATE: 11/2/06

FOR OFFICE USE ONLY

DATE CONTACTED & INVITED TO APPEAR BEFORE COUNCIL	_____
STAFF CONTACTING INDIVIDUAL	_____
DATE APPEARED BEFORE COUNCIL	_____
DATE APPOINTED	_____



TOWN OF CAMP VERDE
473 SOUTH MAIN STREET, SUITE 102
CAMP VERDE, ARIZONA 86322
PHONE: (928) 567-6631

DESIGN REVIEW BOARD INTEREST FORM

NAME: MICHAEL HOUGH
 PHYSICAL ADDRESS: 158 Silver Bugle Drive
 MAILING ADDRESS: P.O. Box 1267
 PHONE (HOME): 567-3630 (WORK): 567-3431 e-mail hth@commspeed.net

WHICH BOARD POSITION(S) ARE YOU APPLYING FOR?

(Please check all that are applicable)

- Member who shall be qualified by background, training or experience in design related occupations such as architecture/building design, landscape architecture, land use planning, civil engineering or similar fields.
- Member who shall be or have been a builder, contractor, developer, real estate agent or otherwise represents contracting, development or real estate interests.
- Member who shall represent the general public interest. This member may be a lay person with or without special knowledge of building design, construction, or real estate development, but should not be generally representative of those occupations described above.

PLEASE ANSWER THE FOLLOWING QUESTIONS

(Attach additional sheet if necessary)

1. Why do you want to serve on this board? TO Encourage the Western,
Rural Looks of our Community without
discouraging economic growth in the business
sector

2. Tell us about yourself. How long have you lived in the area, your experience, your interest in the community. Any general information you feel pertinent.

51 Year Resident, 33 YEARS AS BUSINESS OWNER IN CU.
8 Years Chamber Board, 2 YEARS CHAMBER PRESIDENT,
3 YEARS P&Z, 3 YEARS TOWN COUNCIL, 2 YEARS
Chairman Fort Verde DAYS, PAST President A.S.A.



3. What experience and/or knowledge do you have that makes you uniquely qualified to serve on this board?

I have designed and built two commercial entities in Camp Verde, NAPA AUTO CARE CENTER & H+H Self Storage. A design review ordinance would have changed the appearance of both

4. What do you believe the duties of the board are and how much time do you expect to spend accomplishing these tasks?

To confirm that project designs meet the Design Review Ordinance.
6-10 hrs per month

5. Please indicate your availability for scheduled meeting times.

MORNING

AFTERNOON

EVENING

6. Have you read the Camp Verde Design Review Ordinance and other supporting documents including the Historical Overview, Visual Library, and Visual Survey? How does the Design Review Ordinance relate to the decisions you will be making as a Design Review Board Member? What do you think of the Design Review Ordinance as it is now and where do you see it going in the future?

1) Yes

2) Follow the Ordinance if possible

3) hasn't been tried yet

SIGNATURE: Michael Hill

DATE: 11-16-06

FOR OFFICE USE ONLY

DATE CONTACTED & INVITED TO APPEAR BEFORE COUNCIL _____

STAFF CONTACTING INDIVIDUAL _____

DATE APPEARED BEFORE COUNCIL _____

DATE APPOINTED _____

Note: Interest forms will be held for a period of six months and reviewed as openings occur.

Rev November 2, 2006

mjm



TOWN OF CAMP VERDE
473 SOUTH MAIN STREET, SUITE 102
CAMP VERDE, ARIZONA 86322
PHONE: (928) 567-6631

DESIGN REVIEW BOARD INTEREST FORM

NAME: DUGAN L McDonald

PHYSICAL ADDRESS: 380 W. Grippen Rd

MAILING ADDRESS: PO BOX 3270

PHONE (HOME): 928-567-4356 (WORK): 928-567-9170 e-mail DMHLS@commspeed.net

WHICH BOARD POSITION(S) ARE YOU APPLYING FOR?

(Please check all that are applicable)

- Member who shall be qualified by background, training or experience in design related occupations such as architecture/building design, landscape architecture, land use planning, civil engineering or similar fields.
- Member who shall be or have been a builder, contractor, developer, real estate agent or otherwise represents contracting, development or real estate interests.
- Member who shall represent the general public interest. This member may be a lay person with or without special knowledge of building design, construction, or real estate development, but should not be generally representative of those occupations described above.

PLEASE ANSWER THE FOLLOWING QUESTIONS

(Attach additional sheet if necessary)

1. Why do you want to serve on this board? I would like to serve as a member of the design review board to help ensure the quality and the character of the projects being submitted for approval to the town of camp verde.

2. Tell us about yourself. How long have you lived in the area, your experience, your interest in the community. Any general information you feel pertinent.

I have lived within the town limits for over 16 years, I am a professional land surveyor and the owner of Heritage Land Survey & Mapping Inc. as such I am familiar with many of the projects taking place within our town.



3. What experience and/or knowledge do you have that makes you uniquely qualified to serve on this board?

I work with building projects and plans on a daily basis, and have for over 20 years.

4. What do you believe the duties of the board are and how much time do you expect to spend accomplishing these tasks?

Do my part to ensure that the projects presented conform and comply with the Camp Verde Design Review Ordinance

5. Please indicate your availability for scheduled meeting times.

MORNING

AFTERNOON

EVENING

6. Have you read the Camp Verde Design Review Ordinance and other supporting documents including the Historical Overview, Visual Library, and Visual Survey? How does the Design Review Ordinance relate to the decisions you will be making as a Design Review Board Member? What do you think of the Design Review Ordinance as it is now and where do you see it going in the future?

No, I have not reviewed the ordinance in its entirety

SIGNATURE: *[Handwritten Signature]*

DATE: *11.27.06*

FOR OFFICE USE ONLY

DATE CONTACTED & INVITED TO APPEAR BEFORE COUNCIL _____

STAFF CONTACTING INDIVIDUAL _____

DATE APPEARED BEFORE COUNCIL _____

DATE APPOINTED _____

Note: Interest forms will be held for a period of six months and reviewed as openings occur.

Rev November 2, 2006

mjm

TOWN OF CAMP VERDE
473 S. MAIN STREET SUITE 102
CAMP VERDE, AZ 86322
PHONE: (928)567-6631

COMMISSION/COMMITTEE/BOARD INTEREST FORM

NAME: KAREN HEUMAN PARRY
PHYSICAL ADDRESS: 1674 S. FT. APACHE RD., CAMP VERDE, AZ
MAILING ADDRESS: SAME
PHONE (HOME): 928-567-0044 (CELL) 602-339-5544 (WORK) e-mail _____

**WHICH COMMISSION/COMMITTEE/BOARD ARE YOU INTERESTED IN?
(ONE FORM FOR EACH COMMISSION/COMMITTEE/BOARD)**

- | | |
|--|---|
| <input type="checkbox"/> ADOT ADVISORY COMMITTEE | <input type="checkbox"/> EQUESTRIAN ARENA FACILITY COMMITTEE |
| <input type="checkbox"/> BOARD OF ADJUSTMENTS | <input checked="" type="checkbox"/> LIBRARY ADVISORY COMMISSION |
| <input type="checkbox"/> BOARD OF APPEALS | <input type="checkbox"/> PARKS AND RECREATION COMMISSION |
| <input type="checkbox"/> TRAILS & PATHWAYS COMMITTEE | <input type="checkbox"/> PLANNING AND ZONING COMMISSION |
| <input type="checkbox"/> HOUSING COMMITTEE | <input type="checkbox"/> TOWN COUNCIL (vacancy in middle of term) |

PLEASE ANSWER THE FOLLOWING QUESTIONS

(Attach additional sheet if necessary)

1. Why do you want to serve on this commission? I feel I can make a difference.

2. Tell us about yourself. How long have you lived in the area, your experience, your interest in the community. Any general information you feel pertinent. I have lived in

Camp Verde for 3 years.

3. What experience and/or knowledge do you have that makes you uniquely qualified to serve on this commission?

I have been an avid reader for close to 50 years. I was Director of Customer Svc. for an educational publisher in Phoenix for over 17 years. With my love and knowledge of books I feel I can bring that experience and my organizational abilities to assist the commission.

4. What do you believe the duties of this commission are and how much time do you expect to spend accomplishing these tasks?

I believe the duties of this commission are to advise the library board and town on ways to improve the library and its services to the community. I will devote as much time as needed to make that happen.

5. (Answer only if you are applying for Planning & Zoning Commission) Have you read the Camp Verde General Plan? How does the General Plan relate to decisions you will be making as a commissioner? What do you think of the General Plan as it is now and where do you see it going in the future? N/A

SIGNATURE: Karen Heuman Parry DATE: 12/23/06

FOR OFFICE USE ONLY

DATE CONTACTED & INVITED TO APPEAR BEFORE COUNCIL _____
STAFF CONTACTING INDIVIDUAL _____
DATE APPEARED BEFORE COUNCIL _____
DATE APPOINTED _____

Note: Interest forms will be held for a period of six months and reviewed as openings occur.

TOWN OF CAMP VERDE

Council Agenda Action Form

Meeting Type: Regular Meeting

Meeting Date: January 3, 2007

Submitting Department: Marshal's Office

Contact Person: David R. Smith

Consent:

Regular:

Requesting Action:

Report Only:

Type of Document Needing Approval (Check all that apply):

Public Hearing

Resolution

Ordinance

Agreement/Contract

Emergency Clause

Acceptance/Approval

Special Consideration

Intergovernmental Agreement

Preliminary Plat

Grant Submission

Liquor/Bingo License Application

Final Plat

Special Event Permit

Special/Temp Use Permit

Other:

Agenda Text (be exact): Discussion and Consideration to fund an additional Deputy Marshal position in January 2007.

Staff Recommendation: Approve

Budgeted/Amount: No ~~\$22,306~~ \$23,690.61

Finance Director Review (if item is unbudgeted, under budgeted, or exceeds budgeted amt)

Line Item/Fund: _____

Purpose of Item and Background Information: In July 2007, the Marshal's Office will be able to assign a Deputy to PANT, a narcotics task force. The funding for this position will be grant funded (for 2 to 3 years).

We will be sending an individual to the Northern Arizona Regional Training Academy in January 2007 to fill a current vacant deputy position. We have an opportunity to send an additional qualified individual to the police academy at the same time in preparation for the July opening, however the position is not yet funded.

If we wait until July, we would not be able to send anyone to the police academy until August. The training consists of seventeen weeks at the academy and another thirteen weeks for field training, which totals thirty weeks of training before the individual could be utilized. If we wait to hire in July, the individual would not be able to perform law enforcement duties solo until March 2008. If we hire now, that same individual could be ready by the end of July 2007.

List All Attachments as Follows:

Type(s) of Presentation: Verbal Only

Special Equipment needed for Presentation:

Laptop Computer*

Overhead Projector

Remote Microphone

* Our laptop does NOT support a floppy disk (A-drive). All PowerPoint presentations must be saved to the hard drive or burned to a CD. Please advise any outside presenters of this requirement.

Please note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

Signatures of Submitting Staff:

Name: 

Title: Marshal

Town Manager/Designee: _____

TOWN OF CAMP VERDE

Council Agenda Action Form

Meeting Type: Regular Meeting

Meeting Date: January 3, 2007

Submitting Department: Administration

Contact Person: Bill Lee

Consent:

Regular:

Requesting Action:

Report Only:

Type of Document Needing Approval (Check all that apply):

Public Hearing

Resolution

Ordinance

Agreement/Contract

Emergency Clause

Acceptance/Approval

Special Consideration

Intergovernmental Agreement

Preliminary Plat

Grant Submission

Liquor/Bingo License Application

Final Plat

Special Event Permit

Special/Temp Use Permit

Other:

Agenda Text (be exact): Discussion, consideration and possible approval to purchase a 'People Mover', a generator and a bus in an amount not to exceed \$10,250 and to sell these items at auction 6 months after obtaining this equipment.

Staff Recommendation: Approve

Budgeted/Amount: No \$10,250 (not to exceed)

\$ 6,000 People mover

\$ 750 Generator

\$ 3,000 Bus

\$ 500 Phoenix to Camp Verde transportation costs (not to exceed)

\$10,250 Total

Unbudgeted - contingency Approved telephonically by Dane Bullard
Finance Director Review (if item is unbudgeted, under budgeted, or exceeds budgeted amt) 12-21-06

Line Item/Fund: 01-50-55-9999

Purpose of Item and Background Information: I recently met with Dean and Prayeri Harrison at the Phoenix State Surplus facility regarding this equipment. These items would be purchased by the Town then placed in our auction 6 months later with an opening bid for the same amount paid for by the Town. 'Out of Africa' has agreed to purchase this equipment at our opening bid price.

List All Attachments as Follows:

None

Type(s) of Presentation: Verbal Only

Special Equipment needed for Presentation:



**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Type: Regular

Meeting Date: January 3, 2007

Submitting Department: Parks & Recreation

Contact Person: Lynda Moore

Consent: **Regular:** **Requesting Action:** **Report Only:**

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Acceptance/Approval | <input type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | |

Agenda Text (Be Exact): Discussion, consideration and possible approval of funds in the amount of \$7,000 from Parks Fund Contingency to purchase two Grasshopper Turf Tiger Mowers from State Surplus.

Staff Recommendation: Approve

Budgeted/Amount No \$ 7,000.⁰⁰

Unbudgeted DS
Finance Director Review (if item in unbudgeted, under budgeted, or exceeds budgeted amount)

Line Item/Fund: Parks Contingency 04-50-00-9999

Purpose of Item and Background Information: One of our CIP Projects for 07/08 is for a new mower in the amount of \$14,000. State Surplus currently has two mowers for \$3,500 each. Each mower has 500 hrs on them and they would cost approx. \$12,000 each if purchased new. Although this purchase is earlier than anticipated, I would like to request funds in the amount of \$7,000 from our Parks Contingency Fund to purchase both of these mowers. This is an exceptional deal on mowers of this quality and will save the Town a great deal of money in the long run.

List All Attachments as Follows: Photo of mower and CIP Project sheet

Type(s) of Presentation: Verbal Only

Signatures of Submitting Staff:

Name: Lynda Moore **Title:** Parks + Recreation Director

Town Manager/Designee: Lynda Moore



Scag, Turf Tiger, zero turn mower, FSN 2410, 07-0984/6,
& 20, three available.

CIP Projects

The CIP Projects submitted for review by the 2005 CIP Committee were categorized into four basic areas: Rated Projects, Assumption/Funded Projects, Contingent Projects, and Anticipated Future Needs.

The following is a brief description of each of the categories followed by the corresponding five-year program for each category:

Assumption/Funded Projects

Projects that have already been funded, have a commitment from an outside funding agency for a project that the Town has agreed to participate in, or projects that have been deemed absolutely necessary to the operation of the organization (funding may not be identified for these projects but a funding source is recommended to be identified).

Rated Projects

Those projects that were determined to be required to go through the evaluation process utilizing the adopted Evaluation Criteria and Weighting Factors. The projects are in prioritized order with their corresponding point values.

HURF Projects

Projects that are funded through the HURF fund, not the General Fund. Projects have been placed in prioritized order with their corresponding point values.

Contingent Projects

Projects that are dependent on another event (developer agreement, new facility, other purchases, grants) occurring before they can be implemented.

Anticipated Future Needs

Projects that are not imminent needs but it is anticipated that the projects will need to be implemented within the five year planning horizon. Projects will be evaluated annually as to their need.

Assumption Projects

Project #/Description	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	Total
05-008 ADA Restrooms CC Gym	390,000						390,000
05-036 Replacement of Department Vehicles	71,600	71,600	54,600	54,600	81,900	71,600	405,900
05-038 Street Improvements	44,280						44,280
05-029 Library Beautification	10,000						10,000
05-068 Repairing Black Bridge	10,000						10,000
05-021 Ramada Completion-Concrete, Electric and Ramp	13,445						13,445
Total	149,325	71,600	54,600	54,600	81,900	71,600	483,625

Rated Projects (see page 5 for future needs identified)

Points	Project #/Description	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	Total
525	05-025 Phase I Community Park Acquisition/Dev of 40 Acres	913,566						913,566
525	05-026 Phase I Community Park Land Acquisition	1,080,000						1,080,000
520	05-016 Phase II Community Park - Arena Dev		500,000					500,000
515	05-034 New Library Building	225,000	2,250,000					2,475,000
507.5	05-075 New Trails & Pathways		2,500	2,500				12,500
497.5	05-003 New Stamp Concrete Sidewalks		25,000					25,000
495	05-012 New Pool Heater		24,000					24,000
495	05-019 Pool Upgrades	25,000						25,000
490	05-011 Purchase Top Dresser			15,000				15,000
485	05-073 Network 7 Stations w/Server w/GIS (ARC View)		15,000					15,000
475	05-001 Phase II Community Park - Bleachers		75,000					75,000
465	05-031 Replace Duty Weapons	9,500						9,500
445	05-030 Mobile Video In-Car Cameras	12,000	12,000	12,000		12,000		48,000
442	05-078 Teen Center/Roller Hockey Rink			150,000				150,000
440	05-032 Library Beautification Part 2		13,000					13,000
435	05-004 Re-Surface Tennis Court & 2 New Courts	28,000						28,000
430	05-002 Mobile Stage						65,000	65,000
430	05-006 Mobile Bleachers		35,000					35,000
430	05-028 Web Based Television-Council Meetings	20,000						20,000
430	05-070 Foam Roof - Fort Verde Plaza		13,000					13,000
425	05-077 Enclose Camp Verde Heritage Pool					150,000		150,000
417	05-059 New Town Hall				1,500,000			1,500,000
412.5	05-027 File Trac System	20,000						20,000
412	05-024 Butler Storage		24,000					24,000
410	05-033 Replace Library Heating & Cooling Units (3)	21,750						21,750
410	05-067 Verde Lakes Drive Crossing Rebuild	700,000						700,000
Subtotal		3,054,816	2,988,500	179,500	1,514,500	152,500	67,500	7,957,316

Town of Camp Verde Capital Improvements Plan

Points	Project #/Description	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	Total
402.5	05-045 Office Renovation	15,000						15,000
397.5	05-081 Court Remodel	12,000						12,000
393	05-022 Purchase New Mower			14,000				14,000
392.5	05-023 Gas Packs for Parks Re-Model		30,000					30,000
390	05-069 Lighting for Town Owned Parking Lots	16,000						16,000
385	05-007 Parks Vehicle		12,000					12,000
385	05-061 Tab Filing System		20,000					20,000
380	05-064 Map Plotter				12,500			12,500
372.5	05-015 John Deere Gator		12,000					12,000
368	05-010 New Parks/Janitor Vehicle	12,000						12,000
368	05-065 80X180 Tent, Jacks & Turf	28,000						28,000
363	05-009 Enclose Maintenance Bay & Add Rollup-Door		18,000					18,000
360	05-079 Chamber Re-Model Phase II	40,000						40,000
340	05-080 Arch Over Hollamon Street			25,000				25,000
	Acquisition of Surface Water Rights	50,000						50,000
	Subtotal	3,949,566	3,080,500	218,500	1,527,000	152,500	67,500	8,995,566
	Grand Total	7,004,382	6,069,000	398,000	3,041,500	305,000	135,000	16,952,882

HURF Projects

Points	Project #/Description	FY 05-06	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	Total
515	05-049 Power Broom with Cab & Air		35,000					35,000
427.5	05-057 New Roadside Mower						80,000	80,000
420	05-053 New Dump Truck			20,000				100,000
412.5	05-039 Sander & Plow Truck/Spreader							20,000
407	05-043 Street Yard Purchase	125,000						125,000
404.5	05-046 Bucket Truck	40,000						40,000
400	05-042 1 Ton Patch Truck with Heater	10,000						10,000
400	05-051 New Blade			90,000				90,000
400	05-054 New Loader				100,000			100,000
400	05-056 Transport Trailer					20,000		20,000
395	05-044 New Shop Building				80,000			80,000
395	05-047 1 Ton Sign Truck		15,000					15,000
385	05-050 Crack Seal Machine			30,000				30,000
380	05-041 Street Sweeper/Pickup Broom						140,000	140,000
360	05-040 9 Wheel Roller		15,000					15,000
350	05-048 New Street Inspector Truck		10,000					10,000
350	05-052 New Street Superintendent Truck			20,000				20,000
340	05-055 Chipper					35,000		35,000
	Total	175,000	95,000	140,000	180,000	155,000	220,000	965,000

**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Type: Regular

Meeting Date: 1-3-07

Submitting Department: Manager

Contact Person: Bill Lee

Consent: **Regular:** **Requesting Action:** **Report Only:**

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|--|--|
| <input type="checkbox"/> Acceptance/Approval | <input checked="" type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | |

Agenda Text (Be Exact): Discussion, consideration, and possible award of bid & authorization to execute contract documents for Project #06-032, Appraisal of US Forest Service Land located at the Old Airstrip for the purpose of a Community Park..

Staff Recommendation: Approve Budgeted/Amount No \$8,000

Finance Director Review (if item in unbudgeted, under budgeted, or exceeds budgeted amount)

Line Item/Fund:

Purpose of Item and Background Information: Council has authorized \$6,000 from Parks Contingency for the appraisal. We received only one bid and it was for \$8,000.

List All Attachments as Follows: Bid Summary & Contract Documents

Type(s) of Presentation: Verbal Only

Special Equipment needed for Presentation:

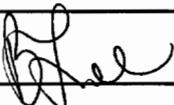
- | | | |
|--|---|---------------------------------|
| <input type="checkbox"/> Laptop Computer* | <input type="checkbox"/> Overhead Projector | <input type="checkbox"/> TV-VCR |
| <input type="checkbox"/> Remote Microphone | <input type="checkbox"/> Conference Telephone | <input type="checkbox"/> Other |

*Our laptop does NOT support a floppy disk (A-drive). All PowerPoint presentations must be saved to the hard drive or burned to a CD. Please advise any outside presenters of this requirement.

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

Signatures of Submitting Staff:

Name: _____ **Title:** _____

Town Manager/Designee:  _____



PROFESSIONAL VALUATION SERVICES

Roy E. Morris III, SRA FASA FRICS

3295 North Drinkwater Boulevard, Suite 7 • Scottsdale, Arizona 85251

Email: profvalsvc@aol.com

(480) 948-4866 Fax (480) 991-2505

December 18, 2006

Mr. Bill Lee, Town Manager
Town of Camp Verde
473 South Main, Room 102
Camp Verde, Arizona 86322

RE: RFP Town of Camp Verde
Project No. 06-032
223 Acres of U. S. Forest Land

Dear Mr. Lee:

In response to your RFP, we propose to appraise 223 acres and 40 acres to meet your time line of 60 days from your authorization to proceed.

The report, to incorporate the value results for the 223 acres and carve-out of 40 acres, would be a complete summary narrative appraisal prepared in conformance with the Uniform Standards of Professional Appraisal Practice.

Our fee for this amended scope of work is \$8,000. All other elements of the RFP remain in force.

Our resumes are attached for your review.

Respectfully submitted,

Michael W. Ritzenthaler

Arizona Certified Residential Real Estate Appraiser No. 20696

Roy E. Morris III, SRA FASA FRICS

Arizona Certified General Real Estate Appraiser No. 30029

pjw



Michael W. Ritzenthaler

Arizona Certified Residential
Real Estate Appraiser #20696

Tel: 877-214-7973 Fax: 877-214-7973
www.windstoneappraisal.com

APPRAISAL EXPERIENCE AND QUALIFICATIONS OF ROY E. MORRIS III

ADDRESS: 3295 NORTH DRINKWATER BOULEVARD, SUITE 7
SCOTTSDALE, ARIZONA 85251
TELEPHONE: 480/948-4866
FAX: 480/991-2505
E-MAIL: PROFVALSVC@AOL.COM

STATE OF ARIZONA QUALIFICATIONS

CERTIFIED GENERAL REAL ESTATE APPRAISER No. 30029; RECERTIFIED THROUGH AUGUST 2008

PROFESSIONAL PARTICIPATION

THE APPRAISAL FOUNDATION: TRUSTEE, 1992, 1993, 1994; ELECTED TO 3-YEAR TERM 1995-1997;
ELECTED OFFICER 1996
THE APPRAISAL FOUNDATION ADVISORY COUNCIL: 1998-2001
INVESTIGATOR FOR ARIZONA BOARD OF APPRAISAL: 1994-PRESENT

PROFESSIONAL ORGANIZATIONS

APPRAISAL INSTITUTE
CHAPTER OFFICER 1980 THROUGH 1984
CHAPTER LEGISLATIVE 1986 AND 1987
CHAPTER PARLIAMENTARIAN 1986 THROUGH 1990
NATIONAL CANDIDATE GUIDANCE 1991 THROUGH 1994
AMERICAN SOCIETY OF APPRAISERS (FASA DESIGNATION):
CHAPTER OFFICER 1979 THROUGH 1981
FIVE-STATE REGIONAL GOVERNOR 1981 AND 1982
INTERNATIONAL TREASURER, VICE PRESIDENT AND SENIOR VICE PRESIDENT 1983-1987
INTERNATIONAL PRESIDENT 1987 AND 1988
CHAIRMAN/BOARD OF EXAMINERS 1998 THROUGH 1991
THE ROYAL INSTITUTE OF CHARTERED SURVEYORS (FRICS DESIGNATION)
INTERNATIONAL RIGHT-OF-WAY ASSOCIATION

BASIC EDUCATION AND CONTINUING EDUCATION FOR PROFESSIONAL RECERTIFICATION

AS STUDENT:

BACHELOR OF SCIENCE DEGREE IN FINANCE AND REAL ESTATE; ARIZONA STATE UNIVERSITY
COURSE 301, INVESTMENT AND FEASIBILITY ANALYSIS; SREA; 1977
NARRATIVE APPRAISAL REPORT WRITING SEMINAR; SREA; 1979 AND 1984
INSTRUCTORS CLINIC; SREA; 1984
MACHINERY AND EQUIPMENT APPRAISING COURSE; ASA; 1985
HP-12C INCOME PROPERTY ANALYSIS COURSE; NW CENTER FOR PROFESSIONAL DEVELOPMENT; 1986
THE EFFECTS OF CONTAMINATION ON VALUE; ASA; 1988
COURSE 201, PRINCIPLES OF INCOME PROPERTY APPRAISING; SREA; 1989
LEADING EDGE APPRAISER SEMINAR; AIREA; 1990
INCOME VALUATION FOR THE 1990S; SREA; 1990
SREA USPAP COURSE; 15-HOUR COURSE/EXAM; 1991
STATE CERTIFICATION EXAM PREP COURSE; ASA; 1991
APPRAISAL INSTITUTE STANDARDS MODULES A AND B; 1994

FAIR LENDING; APPRAISAL INSTITUTE; 1994
FHLMC LOAN PROSPECTOR "VALUE IT;" 1995
LITIGATION AND THE APPRAISER; APPRAISAL INSTITUTE; 1995
WRITING FHA APPRAISALS; APPRAISAL INSTITUTE; 1995
USPAP UPDATE AND INSTRUCTORS CLINIC; APPRAISAL FOUNDATION; 1996
COURSE 802, LEGAL ASPECTS OF EASEMENTS; IRWA; 1997
COURSE 902, PROPERTY DESCRIPTIONS; IRWA; 1998
ASFMRP SPRING AG FORUM; 1997 THROUGH 2002
USPAP UPDATE AND INSTRUCTORS CLINIC; APPRAISAL FOUNDATION; 1998 THROUGH 2001
NATIONAL APPROVED USPAP INSTRUCTOR; 2002
USPAP UPDATE; APPRAISAL FOUNDATION; JANUARY 2004
SPRING AG FORUM; ASFMRP; FEBRUARY 2004
INCOME APPROACH: AN INTERNATIONAL PERSPECTIVE; AMERICAN SOCIETY OF APPRAISERS; JULY 2004
EMINENT DOMAIN CASE STUDIES; AMERICAN SOCIETY OF APPRAISERS; JULY 2004

PROFESSIONAL INSTRUCTION EXPERIENCE

ASSOCIATION OF PROFESSIONAL MORTGAGE WOMEN UNDERWRITERS' SEMINAR; SREA; 1985
ARIZONA YOUNG MORTGAGE BANKERS UNDERWRITERS' SEMINAR; SREA; 1986
LAND ANALYSIS SEMINAR; SCOTTSDALE BOARD OF REALTORS; 1986 AND 1987
FUNDAMENTAL APPRAISAL COURSE; ASA; 1986 THROUGH 1993
UNDERWRITERS' SEMINAR; SREA; 1988
GRI PROGRAM INSTRUCTOR; ARIZONA ASSOCIATION OF REALTORS; 1989 AND 1990
APPRAISAL TRENDS AND REAL ESTATE MARKET; AZ SCHOOL OF REAL ESTATE/BUSINESS; 1990, 1992
COMMERCIAL APPRAISAL TRENDS FOR WESTCOR; REAL ESTATE SEMINARS, INC.; 1990
BEGINNING FINANCIAL ON HP-12C; REAL ESTATE SEMINARS, INC.; 1991
ANNUAL COLLOQUIUM; COMMISSION DE AVALUOS DE BIENES NACIONALES, MEXICO CITY; 1993-1994
COURSE 406 USPAP; INTERNATIONAL RIGHT-OF-WAY ASSOCIATION; 1999
APPRAISAL FOUNDATION NATIONALLY APPROVED USPAP INSTRUCTOR
USPAP COURSES 101/102; ARIZONA SCHOOL OF REAL ESTATE AND BUSINESS; 1999 TO PRESENT
APPRAISING MANUFACTURED HOUSING; JUNE 2004 AND AUGUST 2004
APPRAISAL REVIEW PROCESS; MAY 2004 AND JULY 2004

RELATED EMPLOYMENT

- UNITED BANK OF ARIZONA: SUPERVISOR IN TRUST DEPARTMENT. RESPONSIBLE FOR TRUST OPERATIONS WHICH INCLUDED REAL ESTATE INVESTMENTS/ANALYSIS; 1965-1966 AND 1968-1969.
- SOUTHWEST SAVINGS & LOAN ASSOCIATION: LOAN OFFICER IN MORTGAGE ORIGINATION DEPARTMENT. DUTIES INCLUDED SUPERVISION AND REVIEW OF STAFF APPRAISERS, FEE APPRAISERS, AND MAKING APPRAISALS ON SINGLE-FAMILY AND MULTI-FAMILY DWELLINGS, MOBILE HOMES, COMMERCIAL PROPERTIES, AND VACANT LAND.
- NATIONAL MODULAR SERVICES, INC.: RESPONSIBLE FOR DEVELOPMENT OF NEW AND USED MOBILE HOME/MODULAR HOME FINANCING AND APPRAISING IN THE STATE OF ARIZONA; RESPONSIBLE FOR APPRAISING AND DISPOSING OF REPOSSESSED MOBILE AND MODULE HOMES; 1972 TO 1974.

I HAVE APPRAISED REAL ESTATE AND MOBILE HOMES ON A FEE BASIS FOR GOVERNMENT AGENCIES, SAVINGS AND LOANS, MORTGAGE COMPANIES, INVESTMENT COMPANIES, ATTORNEYS (FOR ESTATE VALUATIONS, TRUSTS, EMINENT DOMAIN, AND TAX PURPOSES), AND FOR INDIVIDUALS. I AM A QUALIFIED EXPERT WITNESS IN THE STATES OF ARIZONA, COLORADO, AND CALIFORNIA, AND HAVE GIVEN TESTIMONY IN FEDERAL AND STATE COURTS. I HAVE ACTED IN CONSULTANT/REVIEW CAPACITY TO GOVERNMENT AGENCIES, MORTGAGE INSURANCE COMPANIES, CORPORATIONS, COURTS, AND INDIVIDUALS.

PARTIAL LIST OF CLIENTS

ARIZONA CORPORATION COMMISSION/SECURITIES FRAUD DIVISION
ARIZONA BOARD OF APPRAISAL
ARIZONA DEPARTMENT OF TRANSPORTATION
ARIZONA PUBLIC SERVICE COMPANY
ARIZONA STATE PARKS DEPARTMENT
ATTORNEY GENERAL OF STATE OF ARIZONA
CITY OF CHANDLER
CHOICE ONE MORTGAGE
FEDERAL BUREAU OF INVESTIGATION
FEDERAL DEPOSIT INSURANCE CORPORATION
G. E. MORTGAGE INSURANCE
CITY OF GLENDALE
LASALLE NATIONAL BANK
LOCKHEED FEDERAL CREDIT UNION
MARICOPA COUNTY COMMUNITY DEVELOPMENT
MARICOPA COUNTY FLOOD CONTROL DISTRICT
CITY OF MESA
PMI MORTGAGE INSURANCE CORPORATION
PERFORMANCE MORTGAGE
CITY OF PHOENIX
CITY OF SAFFORD
CITY OF SCOTTSDALE
SALT RIVER PROJECT
STATE FARM INSURANCE
STATE MORTGAGE
CITY OF TEMPE
U. S. ATTORNEY
U. S. MARSHALL SERVICE
TOWN OF WICKENBURG

**APPRAISAL EXPERIENCE AND QUALIFICATIONS
OF
MICHAEL W. RITZENTHALER**

ADDRESS: 1062 S. Canal Circle
Camp Verde, AZ 86322
TELEPHONE: 877-214-7973
FAX: 877-214-7973
E-MAIL: mike@windstoneappraisal.com

STATE OF ARIZONA QUALIFICATIONS

- Certified Residential Real Estate Appraiser #20696; Recertified through December 2008

PROFESSIONAL ORGANIZATIONS

- Member, Sedona Verde Valley Association of Realtors
- Member, Scottsdale Association of Realtors
- Member, Prescott Area Association of Realtors
- Member, Northern Arizona Board of Realtors

RELATED EMPLOYMENT EXPERIENCE

- Real Estate Appraiser with Windstone Appraisal Service from June 1992 to present.
- 3RD generation real estate appraiser.
- Owner/Manager of multi-appraiser firm providing service to 4 Arizona counties
- Extensive experience in appraisal of unique and high-value homes, including private golf resort properties, waterfront properties, ranchettes, etc. .
- Experienced in the appraisal of complex residential properties, including vacant land, Straw bale and rammed earth construction, Alternative energy "off the grid" homes, and 2-4 family dwellings

RELATED EDUCATION

- Real Property Valuation 101; Arizona School of Real Estate; 1993
- Real Property Valuation 102; Arizona School of Real Estate; 1993
- Federal Fair Housing & the ADA; Arizona School of Real Estate; 1996
- Land Contamination & Environmental Survey; Arizona School of Real Estate; 1996
- Valuation of Detrimental Conditions in Real Estate; Appraisal Institute; 2000
- Residential Property Construction; Appraisal Institute; 2000

- Fundamentals of Real Estate Exchange; AZ School of Real Estate & Business; 2002
- Land Planning and Zoning; AZ School of Real Estate & Business; 2002
- FHA Appraisal Requirements; AZ School of Real Estate & Business; 2004
- Appraising Manufactured Housing; Appraisal Institute; 2006
- Real Property Valuation - Statistics & Analysis; Industrial Appraising
- USPAP 7 Hour Update; AZ School of Real Estate & Business; 2006

PARTIAL LIST OF CLIENTS

- State Farm Financial
- World Savings
- Great Southwest Mortgage
- USAA Federal Savings Bank
- Wells Fargo Home Mortgage/ RELS
- Town of Camp Verde
- Wallick & Volk
- Union Planters Mortgage
- Suburban Mortgage
- National Bank of Kansas City
- Flagstar Bank
- Lenders Service, Inc.
- Meridian Bank
- TransUnion Settlement Services

AGREEMENT

This Agreement is made effective as of _____ by and between the TOWN OF CAMP VERDE, of Camp Verde, Arizona (Camp Verde) and _____

In this Agreement, the party who is contracting to receive services shall be referred to as "Town", and the party who will be providing the services shall be referred to as "Contractor".

The Contractor has a background in appraisal services and is willing to provide professional services to the Town based on this background.

The Town desires to have professional services provided by the Contractor.

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** Beginning on or about _____, the Contractor will provide appraisal services to allow CAMP VERDE to plan for the purchase of U.S. Forest Service land for a Community Park. This Agreement shall be governed by the scope of work included in the Contract Documents packet dated December 2006, and attached hereto.
- 2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by the Contractor shall be determined by Contractor. The Town will rely on the Contractor to work as many hours as may be reasonably necessary to fulfill Contractor's obligations under this agreement.
- 3. PAYMENT.** The Town shall pay a fee to the Contractor for the Services based on the attached Services Fee Schedule, which shall be in effect throughout the life of the Agreement, but in no event shall the fee exceed the maximum sum of _____. This fee shall be payable as follows: 100% to the final invoice.
- 4. TERM/TERMINATION.** This Agreement may be terminated by either party upon 5 days written notice to the other party. In the event of termination of this Agreement the Contractor may immediately cease performance of all work and may take possession of all drawings, or other materials it has prepared, but for which it has not received payment in full. The Town may not subsequently use any drawings or other materials prepared by the Contractor, for which the Town has not paid in full.
- 5. RELATIONSHIP OF PARTIES.** It is understood by the parties that the Consultant is an independent contractor with respect to the Town and not an employee of the Town. The Town will not provide office space, office supplies, fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor. This Agreement is between Town and Contractor. The Town will look solely to Contractor for redress of any disputes or payment of any liabilities of the Town, and not to the principals, employees or agents of Contractor.

6. EMPLOYEES. Contractor's employees, if any, who perform services for the Town under this Agreement shall also be bound by the provisions of this Agreement.

7. ASSIGNMENT. Contractor's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Town.

8. CONFIDENTIALITY. Contractor recognizes that the Town may have business affairs and other proprietary information (collectively, "the Information") which are valuable, special and unique assets of CAMP VERDE. Contractor agrees to keep such information confidential except as required in the performance of the services.

9. SERVICE DOCUMENTS. All documents prepared by Contractor under this agreement, whether printed or electronic, are documents of service with respect to the project. Such documents are protected under United States copyright laws. All documents delivered and paid for under this agreement shall become the exclusive property of the Town of Camp Verde.

10. RETURN OF RECORDS. Upon termination of this Agreement, and payment in full by the Town, and at the request of the Town, Contractor shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Contractor's possession or under Contractor's control and that are Town's property or related to Town's business, together with all documents contracted to be produced, for which payment has been made.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

To: Town of Camp Verde
Bill Lee, Town Manager
437 South Main Street, Room 102
Camp Verde, AZ 86322

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. CANCELLATION. This agreement is subject to the provisions of ARS §38-511.

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

14. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

15. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable,

but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Arizona. Venue shall be in the Verde Valley Judicial District of Arizona. In the event of any lawsuit between the parties arising out of this Agreement, the non-prevailing party in any such proceeding or action shall pay all of the prevailing party's reasonable attorney's fees and cost incurred with respect thereto, the amount to be fixed by the court without a jury. The parties waive their rights to a jury trial.

Party receiving services:

THE TOWN OF CAMP VERDE

By: _____
for THE TOWN OF CAMP VERDE

Date: _____

Party providing services:

By: _____

Date: _____

**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Type: Regular

Meeting Date: January 3, 2006

Submitting Department: Councilor Parrish & Parry

Contact Person:

Consent: **Regular:** **Requesting Action:** **Report Only:**

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|---|--|
| <input type="checkbox"/> Acceptance/Approval | <input type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Liquor/Bingo Application | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | |

Agenda Text (Be Exact): Discussion, consideration and possible direction to staff regarding procurement of a stage coach for the Town under a tourism grant

Staff Recommendation: None

Budgeted/Amount N/A \$unbudgeted _____

Finance Director Review (if item in unbudgeted, under budgeted, or exceeds budgeted amount)

Line Item/Fund:

Purpose of Item and Background Information:

List All Attachments as Follows:

Type(s) of Presentation: Verbal Only

Special Equipment needed for Presentation:

- | | | |
|--|---|---------------------------------|
| <input type="checkbox"/> Laptop Computer* | <input type="checkbox"/> Overhead Projector | <input type="checkbox"/> TV-VCR |
| <input type="checkbox"/> Remote Microphone | <input type="checkbox"/> Conference Telephone | <input type="checkbox"/> Other |

*Our laptop does NOT support a floppy disk (A-drive). All PowerPoint presentations must be saved to the hard drive or burned to a CD. Please advise any outside presenters of this requirement.

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

Signatures of Submitting Staff:

Name: Milo Parrish & Parry **Title:** _____

Town Manager/Designee: _____

TOWN OF CAMP VERDE

Council Agenda Action Form

Meeting Type: Regular Meeting

Meeting Date: January 3, 2007

Submitting Department: Administration

Contact Person: Bill Lee

Consent:

Regular:

Requesting Action:

Report Only:

Type of Document Needing Approval (Check all that apply):

Public Hearing

Resolution

Ordinance

Agreement/Contract

Emergency Clause

Acceptance/Approval

Special Consideration

Intergovernmental Agreement

Preliminary Plat

Grant Submission

Liquor/Bingo License Application

Final Plat

Special Event Permit

Special/Temp Use Permit

Other:

Agenda Text (be exact): Discussion, Consideration and possible approval of an agreement with Yavapai Ranch Limited Partnership confirming the Town's intent to participate in the Yavapai Ranch Land Exchange. Note: Council may vote to go into Executive Session pursuant to ARS §38-431.03 (A) (4) for discussion and consultation with the attorney in order to consider its position and instruct its attorney regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted to avoid or resolve litigation.

Staff Recommendation: Approve

Budgeted/Amount: N / A

Finance Director Review (if item is unbudgeted, under budgeted, or exceeds budgeted amt)

Line Item/Fund: _____

Purpose of Item and Background Information:

List All Attachments as Follows: None

Type(s) of Presentation: Verbal Only

Special Equipment needed for Presentation:

Laptop Computer*

Overhead Projector

Remote Microphone

* Our laptop does NOT support a floppy disk (A-drive). All PowerPoint presentations must be saved to the hard drive or burned to a CD. Please advise any outside presenters of this requirement.

Please note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

Signatures of Submitting Staff:

Bill Lee

TOWN OF CAMP VERDE

Council Agenda Action Form

Meeting Type: Regular Meeting

Meeting Date: January 3, 2007

Submitting Department: Administration

Contact Person: Bill Lee

Consent:

Regular:

Requesting Action:

Report Only:

Type of Document Needing Approval (Check all that apply):

- Public Hearing
- Agreement/Contract
- Special Consideration
- Grant Submission
- Special Event Permit

- Resolution
- Emergency Clause
- Intergovernmental Agreement
- Liquor/Bingo License Application
- Special/Temp Use Permit

- Ordinance
- Acceptance/Approval
- Preliminary Plat
- Final Plat
- Other:

Agenda Text (be exact): Discussion, consideration and possible approval of Development Agreement with Griffith Enterprises. Note: Council may vote to go into Executive Session pursuant to ARS §38-431.03 (A) (4) for discussion and consultation with the attorney in order to consider its position and instruct its attorney regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted to avoid or resolve litigation.

Staff Recommendation: Approve **Budgeted/Amount:** No \$ 10,000

Unbudgeted - Contingency Approved telephonically by Dane Bullard
Finance Director Review (if item is unbudgeted, under budgeted, or exceeds budgeted amt) 12-21-06

Line Item/Fund: 01-50-55-9999

Purpose of Item and Background Information: Ongoing Negotiations regarding Development Agreement with Griffith Enterprises.

List All Attachments as Follows: Development Agreement

Type(s) of Presentation: Verbal Only

Special Equipment needed for Presentation:

- Laptop Computer* Overhead Projector
- Remote Microphone

* Our laptop does NOT support a floppy disk (A-drive). All PowerPoint presentations must be saved to the hard drive or burned to a CD. Please advise any outside presenters of this requirement.

Please note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

Signatures of Submitting Staff:

Bill Lee

When recorded, return to:

Debbie Barber, Town Clerk
and Bill Lee, Town Manager
The Town of Camp Verde
473 S. Main Street, Suite 102
Camp Verde, Arizona 86322

ANNEXATION AND DEVELOPMENT AGREEMENT

THIS ANNEXATION AND DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into this ____ day of _____, 2006 (“**Effective Date**”), by and between the **Town of Camp Verde**, an Arizona municipal corporation (the “**Town**”), and North Property, LLC; South Property, LLC and Griffith Property Holdings, LLC, each an Arizona limited liability company, (collectively the “**Owner**”). The Town and Owner are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**”.

RECITALS

A. **WHEREAS**, Owner is the owner of 20 acres of real property (the “**Existing Property**”) located within the Town of Camp Verde, which is legally described in **Exhibit A**, attached hereto and incorporated herein by reference, ~~and is also the owner of an additional 20 acres of real property (the “**Annexation Property**”) located in an unincorporated area of Yavapai County, which is legally described in **Exhibit A-1** attached hereto and incorporated herein by reference. Both properties combined are referred to herein as the “**Property**”;~~ and

B. **WHEREAS**, the Parties agree that the future development of the Existing Property, ~~as well as the annexation and development of the Annexation Property into the municipal boundaries of the Town,~~ will provide for orderly, controlled and quality growth in the area, will improve and enhance the economic welfare of the residents of the Town, as well as increase the tax revenues to the Town, which revenues would not be generated without such annexation and development or which revenues will likely exceed those which would be generated by alternative uses of the Existing Property; and

C. **WHEREAS**, the Parties intend that the annexation and proposed future development of the Existing Property will be consistent with and complementary to the Camp Verde General Plan (the “**General Plan**”); and

D. **WHEREAS**, the current zoning of the Existing Property under the Yavapai County zoning ordinance is M1-10A. The Owner has requested M1-2A zoning on the Existing Property. The Town agrees that M1-2A zoning is appropriate for the Existing Property and that proposed future development is consistent with M1-2A zoning. The Parties further agree that M1-2A zoning is the appropriate land use designation for the future development of ~~this~~ the Existing Property under the terms of this Agreement because it establishes proper land use

regulations and sets forth densities and intensities appropriate to support manufacturing and commercial uses, in context to the location and topography of the Existing Property. Prior to the execution of this Agreement, the Town has held public hearings and received public comment and has otherwise duly considered all such matters; and

E. **WHEREAS**, the Owner intends to develop the Existing Property for manufacturing and commercial uses, and Owner desires to develop the Existing Property within the Town in order to ensure adequate and dependable public services to the Existing Property. (The term "**Commercial Uses**" shall include all commercial uses and activities and defined in the Town's Zoning Ordinance.) The Town wishes to exercise proper oversight of the Existing Property as well as the future development of the public infrastructure and municipal services in the Town's long range planning area; and

F. **WHEREAS**, in the event Owner pursues any future development of the Existing Property, the Owner may need to construct or cause to be constructed certain additional public and private improvements in and around the Existing Property in order to properly serve the Existing Property, including without limitation certain Public Improvements, which Public Improvements the Parties agree to finance and construct pursuant to the terms of this Agreement; and,

G. **WHEREAS**, the Town also has determined that encouraging the development of the Existing Property pursuant to this Agreement will result in significant planning, economic and other public purpose benefits to the Town and its residents by, among other things: (i) providing for the construction of the Public Improvements; (ii) providing for development of the Existing Property consistent with the Town's General Plan; (iii) increasing tax revenues to the Town arising from or relating to the future improvements to be developed on the Existing Property; (iv) creating new jobs and otherwise enhancing the economic welfare of the residents of the Town; and,

H. **WHEREAS**, the Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of and entered into pursuant to the terms of A.R.S. § 9-500.05, in order to facilitate proper municipal zoning designation and development of the Existing Property by providing for, among other things: (i) the permitted uses for the Existing Property; (ii) the density and intensity of such uses; and (iii) other matters related to the development of the Existing Property; and the terms of this Agreement shall constitute covenants running with the Existing Property as more fully described in this Agreement; and,

I. **WHEREAS**, the Parties also understand and acknowledge that this Agreement is authorized by and entered into in accordance with the terms of A.R.S § 9-500.11. The actions taken by the Town pursuant to this Agreement are for economic development purposes as that term is used in A.R.S. §9-500.11, will assist in the creation and retention of jobs, and will otherwise improve or enhance the economic welfare of the residents of the Town.

NOW THEREFORE, in consideration of the above premises, the promises contained in this Agreement and for good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

ARTICLE I PURPOSE AND SCOPE OF AGREEMENT

1.1 Recitals. The Parties represent to one another that the recitals set forth above, which are incorporated herein by reference, are true and correct, and acknowledge that the Parties may rely thereon.

1.2 Purpose. This Agreement is intended to encourage the annexation, use and development of the Existing Property for manufacturing and commercial uses. The Agreement is intended to create incentives to the Owner to bring manufacturing and commercial use opportunities to the Existing Property, which might result in its full development as an integrated manufacturing and commercial development, through the construction of private structures and the placement of Public Infrastructure and the location of viable businesses and employment opportunities on the Existing Property. The Parties realize that without the benefits offered to the Owner through this Agreement that the development of this Existing Property to its full potential will take longer and be less successful than with these benefits. The Parties further understand and agree that in order for the Owner to receive the benefits associated with a particular phase of development under the terms of this Agreement, the Owner must first develop that particular phase of the Existing Property.

1.3 Property. On the date this Agreement is entered into by the Parties, the Existing Property consists of the Existing Property, two parcels of real property; each approximately ten (10) acres in size, along with rights-of-way and streets appurtenant thereto located within the Town of Camp Verde, and the ~~Annexation~~Existing Property, two parcels of real property, each approximately ten (10) acres in size, along with rights-of-way and streets appurtenant thereto located in the unincorporated area of Yavapai County. The Parties intend, and the objective of this Agreement is to achieve, the future development of the Existing Property in furtherance of the goals of the Town's General Plan. The purpose of this Agreement is to create an economic tax incentive to the Owner: (A) to encourage the future and full development of the Existing Property, and (B) to facilitate the construction of new Public Infrastructure on and around the Existing Property, within the corporate boundaries of the Town. ~~This Agreement shall be effective as to the Annexation Property only if and when the Annexation Property is properly annexed into the Town.~~ The Parties understand and expect at some time during the Term of this Agreement that the Arizona Department of Transportation ("ADOT") may elect to widen Highway 260, and in the process, ADOT may take or condemn a portion of the Existing Property. The Owner may acquire a similar amount of acreage adjacent to or in the vicinity of the Existing Property ("**New Property**") if such an ADOT taking or condemnation were to occur. Therefore, the Parties agree that if the Owner were to lose part of the Existing Property to ADOT, and subsequent adjacent parcels are acquired by Owner, Owner is entitled to request annexation of any New Property acquired by Owner. The New Property, up to the amount acquired by ADOT, will be made a part of this Agreement if annexation is successful. The legal description of the New Property will be appended as **Exhibit A-2** of this Agreement, without the necessity to amend this Agreement

1.4 Economic Incentives. To carryout the objective of this Agreement, **Section 7.1.1** of this Agreement establishes time periods in which: (1) the Owner may actively pursue new

manufacturing and commercial use based development opportunities for the Existing Property, and (2) the Owner will receive the Economic Incentives from the Town to reimburse Owner for the risk and investment made in the new manufacturing and commercial use development and any private and Public Improvements (those time periods shall be referred to herein as the “**Term**”).

1.5 Scope. The following is a general scope of this Agreement, which will be further defined and articulated by the Articles of this Agreement, which shall govern notwithstanding the terms of this **Section 1.5**:

- The Owner has previously acquired fee title in all of the Existing Property.
- The Town will initiate the process to grant the Existing Property zoning for M1-2A, such that the annexation and zoning will provide for the future development of manufacturing and commercial uses.
- Owner intends to develop the Existing Property in accordance with the Schedule of Performance.
- The Town will provide Owner with certain Economic Incentives in consideration for the Owner’s agreement to develop manufacturing and commercial uses of the Existing Property during the Term of this Agreement.

ARTICLE II DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise.

2.1 “Agreement” means this Annexation and Development Agreement, as amended and restated or supplemented in writing from time to time, and includes all exhibits and schedules hereto. References to Articles, Sections or Exhibits are to this Agreement unless otherwise qualified. The **Recitals A through J**, inclusive, are incorporated herein by reference and form a part of this Agreement but are not intended to expand the scope, number or nature of the Parties’ obligations beyond those expressly set forth in the numbered Articles and Sections of this Agreement.

2.2 “Applicable Laws” is defined in **Section 3.7**.

~~**2.3 “Annexation Date”** is the date the Town Council adopts the ordinance annexing the Annexation Property, but only if the ordinance becomes final after the annexation following the expiration of thirty days from the adoption of said ordinance pursuant to A.R.S. § 9-471(D).~~

~~**2.4 “Annexation Property”** is defined in **Recital A**.~~

2.3 ~~2.5~~ "**A.R.S.**" means the Arizona Revised Statute as now or hereafter enacted or amended.

2.4 ~~2.6~~ "**Certificate of Occupancy**" means a final written acceptance of the completed and inspected development, issued by the Town Council or appropriate administrative staff member of the Town. A Certificate of Occupancy will not be issued until the entire Existing Property or phase thereof is developed in conformance with this Agreement and accepted by the Town.

2.5 ~~2.7~~ "**Commencement of Construction**" means the obtaining of a building, excavation, grading or similar permit by Owner for the construction of the subject Improvement.

2.6 ~~2.8~~ "**Commercial Uses**" means all commercial uses and activities.

2.7 ~~2.9~~ "**Completion of Construction**" means: (i) the date on which final Certificate of Occupancy has been issued by the Town for any commercial use development on the Existing Property; and (ii) for the Public Improvements, acceptance of dedication by the Town Council or appropriate administrative staff member of the Town of the completed Public Improvements for maintenance in accordance with the policies, standards and specifications contained in the applicable Town ordinances, which acceptance shall not be unreasonably withheld, conditioned or delayed.

2.8 ~~2.10~~ "**Conceptual Plan**" is defined in **Section 3.3**.

2.9 ~~2.11~~ "**Current**" means as it exists as of the Effective Date of the Agreement.

2.10 ~~2.12~~ "**Default**" is defined in **Section 9.1**.

2.11 ~~2.13~~ "**Development**" means and refers to the development of a multi-phased manufacturing, and Commercial Use development that the Parties envision being developed and constructed on the Existing Property.

2.12 ~~2.14~~ "**Economic Incentive Payments**" is defined in **Section 7.1**.

2.13 ~~2.15~~ "**Effective Date**" is defined in the preamble to this Agreement.

2.14 ~~2.16~~ "**Existing Property**" is defined in **Recital A**.

2.15 ~~2.17~~ "**Improvements**" means any and all improvements that may be constructed within or adjacent to the Existing Property.

2.16 ~~2.18~~ "**Improvement District**" means and refers to the district or other mechanism created to finance the design and construction of the public road improvements, public utilities and other onsite and offsite public infrastructure development.

2.17 ~~2.19~~ "**Improvement District Effective Date**" is defined in **Section 6.10**.

~~2.18~~ ~~2.19~~ "Monthly ADR Tax Report" is defined in **Section 7.2.2.**

~~2.19~~ ~~2.20~~ "Owner" is defined in the Introductory Paragraph on page 1 and includes any successor thereto.

~~2.20~~ ~~2.21~~ "Owner's Representative" is defined in **Section 5.3.**

~~2.21~~ ~~2.22~~ "Party" or "Parties" is designated on the first page of this Agreement.

~~2.23~~ "Property" is defined in **Recital A.**

~~2.22~~ ~~2.24~~ "Public Improvements" is defined in **Article VI.**

~~2.23~~ ~~2.25~~ "Sales Taxes" means for the purposes of this Agreement the two percent (2.0%) general transaction privilege tax imposed under the Tax Code of the Town of Camp Verde.

~~2.26~~ "Sales Tax Rebate" is defined in **Section 7.1.1.**

~~2.24~~ ~~2.27~~ "Special Fund" is defined in **Section 7.2.2.**

~~2.25~~ ~~2.28~~ "Schedule of Performance" means and refers to that schedule of performance agreed to by the Parties as set forth in **Exhibit B** attached hereto and incorporated herein by reference.

~~2.26~~ ~~2.29~~ "Specific Plan of Development" is defined in **Section 3.4.**

~~2.27~~ ~~2.30~~ "Taxable Activities" is defined in **Section 7.1.1.**

~~2.28~~ ~~2.31~~ "Term" is defined in **Section 1.4.**

~~2.29~~ ~~2.32~~ "Waiver Effective Date" is defined in **Section 6.10**

ARTICLE III LEGAL ACTIONS, ANNEXATION AND DEVELOPMENT PLANNING

3.1 Legal Action and Annexation. Upon the expiration of thirty (30) days after the approval and execution of this Agreement by the parties, and provided that no referendum or legal challenge to this Agreement has been filed, the parties will cause the execution of a Stipulation to Dismiss Case No. CV82005-0081 presently pending in Yavapai County Superior Court.

3.2 Zoning. Concurrently with the execution of this Agreement, the Town will initiate the process to adopt the zoning classification of M1-2A for the Existing Property. The

Town will hold public meetings on a zoning amendment and fully comply with all other requirements of A.R.S. § 9-462.04 necessary to adopt municipal zoning for the Existing Property.

3.3 Conceptual Plan. The Owner's conceptual plan for the development of the Existing Property includes the future development of manufacturing, and commercial uses, and in return the Owner will receive Economic Incentives from the Town based on the Schedule of Performance for development of the Existing Property.

3.4 Specific Plan of Development. Upon the Owner's procurement of appropriate manufacturing and/or commercial use development opportunities for all or any portion of the Existing Property, the Owner shall submit to the Town a proposed "**Specific Plan of Development**" for the Existing Property, in accordance with normally applicable Town submission requirements for such applications. The Specific Plan of Development shall guide development of that portion of the Existing Property upon approval of by the Town.

3.5 Commercial Subdivision. Upon the Owner's procurement of an appropriate manufacturing and/or commercial use development opportunity for the Existing Property, the Owner shall submit to the Town a preliminary plat and supplemental materials for the subdivision of the Existing Property in accordance with normally applicable Town submission requirements for such applications. The Owner diligently shall pursue to completion, subject to the Town's customary review and approval process, the preparation and approval by the Town of a final plat for the subdivision of the Existing Property, such final plat to be recorded in the official records of Yavapai County, Arizona, prior to the Commencement of Construction of the Existing Property or any phase thereof.

3.6 Amendments. The Parties acknowledge that when and if Owner submits any Specific Plan of Development, that it constitute the vision of the Parties for the future manufacturing and/or commercial use development of the Existing Property but that it shall not mandate that Owner actually bring the manufacturing and/or commercial use development to the Existing Property or to otherwise perform in a particular manner. Therefore, the Parties recognize that it may be necessary from time to time to amend any Specific Plan of Development the Owner may submit to the Town, in order to reflect changes in market conditions and development financing and/or to meet the new requirements of one or more of the potential users of any part of the Existing Property. If after the Town Council has accomplished the necessary review and approvals of the Specific Plan of Development and the Parties find that changes or adjustments are necessary or appropriate, any such changes or amendments shall be subject to review and approval by the Town Council in accordance with the customary review and approval process.

3.7 Applicable Laws. For the purposes of this Agreement, the term "**Applicable Laws**" means the federal, state, county and Town laws (statutory and common law) rules, regulations, permit requirements, development fees (adopted in accordance with A.R.S. § 9-463.05), and ordinances of the Town which apply to the development of the Existing Property or any phase thereof, at the time of construction. The development of the Existing Property will be subject to the 2003 International Building Codes as adopted by the Town, with local amendments.

3.7.1 Permissible Additions to the Applicable Rules. Notwithstanding the provisions of **Section 3.7** above, the Town may enact the following provisions, and take the following actions, which shall be applicable to and binding on the development of the Existing Property.

- (a) Future land use ordinances, rules, regulations, permit requirements and other requirements and official policies of the Town, excluding development fees or exactions, which are applicable to all similarly-zoned property in the Town and not contrary to the existing land use regulations established in **Section 3.7**, provided such land use ordinances, rules, regulations, permit requirements, and other requirements and official policies shall not impair the Owner's ability to develop the Existing Property in the manner provided in this Agreement.
- (b) Future land use ordinances, rules, regulations, permit requirements and other requirements and official policies of the Town enacted as necessary to comply with mandatory requirements imposed on the Town by the county, state or federal laws and regulations, court decisions, and other similar superior external authorities beyond the control of the Town, provided that in the event any such mandatory requirement prevents or precludes compliance with this Agreement, if permitted by law, such affected provision of this Agreement shall be modified as may be necessary to achieve minimum permissible compliance with such mandatory requirements.
- (c) Future generally applicable ordinances, rules, regulations and permit requirements (but excluding new development fees or exactions) of the Town reasonably necessary to alleviate legitimate severe threats to public health and safety, in which event any ordinance, rule, regulation, permit requirement or other requirement of official policy imposed in an effort to contain or alleviate such a legitimate severe threat to public health and safety shall be the most minimal and least intrusive alternative practicable and, except in bona fide emergency, may be imposed only after public hearing and comment and shall not, in any event, be imposed arbitrarily or in a discriminatory fashion.
- (d) Future updates of, and amendments to, existing building, plumbing, mechanical, electrical, dangerous buildings, drainage and similar construction and safety-related codes, such as the Uniform Building Code, which updates and amendments are generally by a nationally recognized construction/safety organization, such as the International Conference of Building Officials ("**ICBO**"), or by the county, state or federal governments, provided such code updates and amendments shall be applied in the most minimal and least intrusive manner which is practicable under the circumstances.

- (e) Amendments to such construction and safety codes generated by the Town for the purposes of conforming such codes to the conditions generally existing in the Town, provided that such code amendments shall be applied in the most minimal and least intrusive manner which is practicable under the circumstances.

ARTICLE IV FUTURE AND EXISTING LAND USE

4.1 Rezoning. At any time during the Term of this Agreement, if a Town approved Specific Plan of Development demonstrates that the Existing Property, or any portion thereof, requires different zoning than is designated for the Existing Property at that time, the Town agrees to initiate procedures to change the zoning to an appropriate designation(s) consistent with the Specific Plan of Development in a manner then set forth in the Town's zoning ordinance for amendments. Following the redesignation of the Existing Property to M1-2A pursuant to the terms of this Agreement, the Town shall not initiate any changes or modifications to the zoning designation of the Existing Property during the Term of this Agreement, except at the request of the Owner and upon filing of the proper paperwork and fees, except as noted in **Section 4.2**, or as required by Applicable Laws.

4.2 Fee Waivers. The Town hereby agrees to waive any and all application and processing fees related to the rezoning or land entitlement processes applicable to the Existing Property for a period commencing with the execution of this Agreement and ending seventy-two (72) months after the Effective Date. In addition, the Town agrees to waive any building or permit fees for any new buildings constructed on the Existing Property within seventy-two (72) months of the Effective Date, provided this Agreement remains in effect at the time.

ARTICLE V OWNER'S DEVELOPMENT SCHEDULE, PROCESS AND COMPLETION OF IMPROVEMENTS

5.1 Approvals. The Town hereby agrees that, in connection with any requests for approval relating to the development of the Existing Property and the construction of any Public Improvements that only the standard plan or review requirements will be imposed on the Owner.

5.2 Review and Inspection Process. The Town acknowledges and agrees that in the event that Owner proposes any development of the Existing Property, that the Town will provide an expedited review and construction inspection process, as may be necessary for that particular proposed development, in accordance with the terms in **Section 5.4**. Accordingly, the Parties agree that if at any time Owner believes an impasse has been reached with the Town staff on any issue affecting the Existing Property, Owner shall have the right to immediately appeal to the Town Manager for an expedited decision pursuant to this **Section 5**.

5.3 Appointment of Representative. In order to help expedite decisions by the Town relating to the development of the Existing Property, the Town agrees to designate a

representative (“**Town Representative**”) of the Town to act as a liaison between the Town and the Owner and between the various departments of the Town and the Owner. The Town Representative shall be available at all reasonable times to serve as such liaison, it being the intention of this **Section 5.3** to provide the Owner with one individual as the Town’s principal representative with respect to the development of the Existing Property. The Owner shall also designate a representative (“**Owner’s Representative**”) who shall serve as a liaison between the Existing Property and the Town. The initial Town Representative shall be Nancy Buckel, Community Development Director, and the initial Owner Representative shall be Tom Griffith. The Parties may change their respective representatives at any time, by giving notice to the other Party as provided in **Section 10.4**.

5.4 Owner Assistance. Notwithstanding anything contained herein to the contrary, the Owner acknowledges that the Town may not have sufficient number of personnel to implement an expedited development review and/or expedited construction inspection process. In the event the Owner gives notice to the Town electing to have the Town implement an expedited development review and/or construction inspection process, and the Town responds in writing stating that it does not have the personnel or resources to provide the expedited review or inspection, then the Owner shall engage at its cost such private independent consultants and advisors as are approved by the Town to assist it in the review and/or inspection process; provided, however, that such consultants and advisors shall take instruction from, be controlled by, and be responsible to the Town rather than the Owner and provided further that, to the extent the Town elects to use its own personnel and the Town incurs overtime and similar charges, the Owner shall be responsible only for incremental overtime costs incurred above the Town’s ordinary operation expenses for such personnel.

5.5 Certificate of Occupancy. Promptly after final Completion of Construction of any Improvements on the Existing Property approved by the Town, following the inspection and approval of the Improvements, the Town shall furnish to the Owner a Certificate of Occupancy certifying that the construction of the Improvements has been completed. Upon issuance of the Certificate of Occupancy, the Owner may record the Certificate of Occupancy in the Office of the Yavapai County, Arizona Recorder. In the event that the Town refuses or fails to provide the Certificate of Occupancy, the Town shall, within five (5) business days after written request by the Owner issue a written statement indicating in adequate detail why the Certificate of Occupancy was not issued by the Town and what measures or acts the Town requires of Owner before the Town will issue the Certificate of Occupancy.

ARTICLE VI PUBLIC IMPROVEMENTS

6.1 Public Improvements. If the Owner proposes to develop the Existing Property, pursuant to A.R.S. § 34-201(L), the Town may impose additional conditions to the development, as authorized by A.R.S. § 9-463.01, and the Owner shall design, construct or cause to be constructed and dedicated to the Town the Public Improvements subject to the terms and conditions of this Agreement and A.R.S. § 34-201(L).

6.2 Construction and Phasing. Any Public Improvements required supporting the development of all or any portion of the Existing Property may be constructed in phases in accordance with the Specific Plan of Development and Schedule of Performance.

6.3 Design, Bidding, Construction and Dedication. Any Public Improvements that are financed by the Parties pursuant to an Improvement District and any Public Improvements not subject to A.R.S. § 34-201(L) shall be designed, publicly bid, constructed and dedicated in accordance with Applicable Laws, including without limitation all Town procurement and bidding procedures.

6.4 Town Review and Approval of Plans; Financial Assurances. The Owner recognizes that its development and construction of the Public Improvements pursuant to this Agreement is subject to the Town's normal plan submittal, review and approval processes, day-to-day inspection services, and the financial assurance requirements. The Town will use its best efforts to expedite its regulatory processes, including but not limited to zoning, plat, use permit, variance, design review and building permit processes, subject to the terms of **Article 5** of this Agreement.

6.5 Payment of Public Improvement Costs. The Owner shall pay its pro-rata share of improvement costs as the same become due, subject to **Sections 6.7, 6.8 and 6.9** of this Agreement, if applicable, as a partial consideration for the Economic Incentive payments described in **Section 7.1** of this Agreement.

6.6 Dedication, Acceptance and Maintenance of Public Improvements. Public Improvements are defined herein as streets, utilities, parking facilities, drainage facilities, storm water retention facilities and other on-site and off-site infrastructure including but not limited to water and sewer delivery and treatment facilities, that are or will be owned and/or operated by the Town (the "**Public Improvements**"). At such time as any Public Improvements are completed in accordance with Applicable Laws, then upon written request of Owner, the Town shall accept dedication of such Public Improvements in accordance with Applicable Laws and upon such reasonable and customary conditions as the Town may impose, including without limitation a two (2) year workmanship and materials contractor's warranty. Upon acceptance, the Public Improvements shall become public facilities and property of the Town, which shall be solely responsible for all subsequent maintenance, replacement or repairs; and (except for matters covered by express warranties provided to the Town), the Town shall bear all risk of loss, damage or failure to such Public Improvements, and shall, to the extent permitted by law, indemnify the Owner and its affiliates, members, managers, agents and representatives, against any claims arising after the Town acceptance of the Public Improvements, but such indemnity shall not include any negligent or willful acts or omissions of Owner. Until accepted by the Town, Owner shall bear all risk of loss, damage, or failure to the Public Improvements constructed by the Owner and shall indemnify the Town and its officials, employees and Town Council members from and against any third party claim for bodily injury or loss or damage to tangible or intangible property caused, in whole or in part by negligent or willful acts or omissions of Owner or any of Owner's contractors agents or employees arising out of the design, construction, maintenance and repair of the Public Improvements which may occur, exist or arise prior to acceptance of the Public Improvements by the Town, but shall not include any negligent or willful acts or omissions of the Town.

6.7 Creation of Improvement District. When and if the Owner decides to develop all or a portion of the Existing Property, the Owner shall submit or cause to be submitted to the Town preliminary plans and specifications for the Public Improvements necessary to serve the Existing Property for review and approval. Once the requisite Public Improvement Plans have been prepared by the Owner and approved by the Town, the Parties may agree to use their reasonable efforts to form one or more improvement districts (the "**Improvement District**"), or such other infrastructure financing mechanism the Parties may subsequently agree to, to finance the design and construction of on-site and off-site Public Improvements to serve the Existing Property. The Parties understand and agree that the purpose of any Improvement District or other financing mechanism that the Parties may subsequently agree to, is to raise funds through the issuance of bonds to finance the construction of the required Public Improvements, and that the bonds will be repaid through assessments imposed against parcels, or any leasehold interests therein, within the Improvement District boundaries. The Owner herein agrees to pay its pro-rata share of the assessments levied by any Improvement Districts that are formed.

6.8 Assessment of Public Improvements. In addition to the foregoing and in consideration of the future development proposed by the Owner; upon execution of this Agreement by the Parties, the Town will immediately pursue an assessment (the "**Infrastructure Assessment**") of the adequacy of existing and the need for future public improvements, specifically streets and sewer facilities, that will service the Existing Property. The Infrastructure Assessment shall include, at a minimum, the review and documentation of existing easements and rights-of-way, review and documentation of the adequacy, condition and standard of development of existing infrastructure serving the existing level of development of the Existing Property and its surrounding area, review of options for the provision of new infrastructure improvements to meet the demands for future development proposed within the area of the Existing Property, development of concept designs, rough costs estimates, potential property assessments, potential opportunities for public grants and financial participation in the development of the needed infrastructure and options for the finance of the development of the new infrastructure.

6.9 Town's Participation in Public Improvements Required. Upon completion of the Infrastructure Assessment, the Town will determine the level of its financial or direct construction participation in the development of infrastructure needed to service the future development of the Existing Property, based on the benefit derived by the Parties and other properties adjacent to or serviced by the proposed infrastructure improvements. Notwithstanding the foregoing sentence, the Town will participate in the infrastructure development by providing all engineering services and, either financially or through direct construction, to the minimum level of twenty-five percent (25%) of the costs associated with the development of public streets and an area-wide sewer system to service the Existing Property and other properties within the immediate area, which would benefit from the developed infrastructure. The full cost of any individual on-site sewer system developed to service the Existing Property would be the responsibility of the Owner, with consideration given to the Economic Incentives provided to the Owner by the Town.

6.10 Infrastructure Development Plan and Effective Date. Upon completion of the Infrastructure Assessment and within twenty-four (24) months of the date of execution of this Agreement, the Parties will jointly prepare and approve a plan (the "**Infrastructure**

Development Plan”) for the final design, construction timing and financing of the infrastructure required to service the future development of the Existing Property. The Infrastructure Development Plan will specifically include the financing mechanism to be used and not-to-exceed property assessments estimates or financial commitments of the Parties. Upon approval of the Infrastructure Development Plan by the Parties, including the waiver of protest to the financing mechanism and acceptance of property assessments or other financial commitments by the Parties, the provisions of this **Section 6** of this Agreement shall become effective (the **“Improvement District Effective Date”**) and the Schedule of Performance (**Exhibit B**) shall determine the Term of this Agreement from the Improvement District Effective Date forward. Pursuant to this **Article 6** it is the Owner’s obligation to develop the Public Improvements necessary for the development of the Existing Property contemplated by this Agreement. If within twenty-four months of the execution of this Agreement the parties have not approved the required Infrastructure Development Plan, the provisions of this **Section 6** of this Agreement will terminate and neither the Town nor the Owner shall have any further liability or obligation under this **Section 6**, except that the Owner shall have the right, but not the obligation, to waive the approval of the Infrastructure Development Plan, which waiver shall be in writing signed by the Owner or its duly authorized agent. Waiver of the Infrastructure Development Plan reaffirms the Owner’s obligation to develop the Public Improvements pursuant to this **Article 6**. Upon waiver of the Infrastructure Development Plan by the Owner, this **Section 6.10** shall become effective notwithstanding the expiration of twenty-four (24) months following the execution of this Agreement (the **“Waiver Effective Date”**) and the Schedule of Performance (**Exhibit B**) shall determine the Term of this Agreement from the Waiver Effective Date forward. The failure of the Parties to approve the Infrastructure Development Plan shall not be considered a breach of this Agreement by either Party.

6.11 Public Use Assessment. In addition to the foregoing and in consideration for the initial imposition the Existing Property will have following annexation on Town services, the Owner hereby agrees to pay the Town an annual assessment fee of Ten Thousand Dollars (\$10,000.00) (**“Public Use Assessment”**). This Public Use Assessment shall be made annually, prior to the end of the calendar year, through the Term of this Agreement and shall commence effective the first year that excise sales taxes are rebated pursuant to **Section 7.1.1** hereof. The Public Use Assessment shall be paid only as an offset of the first Ten Thousand Dollars (\$10,000.00) to be paid to the Owner each year pursuant to **Section 7.1.1** of this Agreement. If less than \$10,000 in excise sales tax rebate is paid to Owner in any calendar year, then the amount of the Public Use Assessment in that year shall not exceed the actual amount of the rebate. Any Public Use Assessment not paid to Town in a given year due to the fact that the excise sales tax rebate in that year was less than \$10,000.00, shall not carry over as an obligation from Owner to Town.

ARTICLE VII ECONOMIC INCENTIVES

7.1 Incentives to Owner. The Town has determined that the future development of the Existing Property: (i) will substantially enhance the economic health of the Town; (ii) will result in a net increase or retention of jobs in the Town; (iii) will add to the Town’s tax base; (iv) will otherwise improve or enhance the economic welfare of the residents or businesses of the

Town; (v) would not otherwise occur in this portion of the Town without these incentives; and (vi) demonstrates the potential to generate revenues and other benefits to the Town, which outweigh the cost associated with these incentives. ~~The Town acknowledges and agrees that the Annexation Property is suitable for development for commercial uses, and that in the absence of a tax incentive as provided in this Agreement, Owner would not agree to the annexation of the Annexation Property into Town. The Sales Tax Rebates are being offered by the Town as an inducement to Owner to agree to the annexation into Town of the Annexation Property; to further develop the Property and for the purpose of offsetting Owner's future development and Public Improvement costs to develop the Property and in partial consideration of the undertaking of the Owner's obligations under this Agreement. The Excise Sales Tax Rebate and the Sale or Lease of Real Property Tax Rebate are collectively referenced to herein as the "Sales Tax Rebate."~~ Therefore, in recognition of these benefits to the citizens of the Town of Camp Verde as set forth in this Section, the Town shall make the following payments and rebates to and on behalf Owner:

7.1.1 Excise Sales Tax Rebate. If the Owner submits a Specific Plan of Development for the Existing Property that includes a business facility involving the sale of tangible personal property other than the sale of tangible personal property to a person who is engaged in the business of selling such property, no excise sales tax rebate may occur without complying with A.R.S. § 9-500.11, which will require an amendment to this Agreement at that time.

7.1.2 Sale or Lease of Real Property Tax Rebate. One hundred percent (100%) of the current two percent (2%) sales tax on the lease or rental of real property imposed on the Existing Property (or any part thereof) and any increase or decrease of such tax (the "**Sale or Lease of Real Property Tax Rebate**"), commencing on the Town's first collection of such tax, provided the collection commences within seventy-two (72) months of the effective date, and continuing for a period of two hundred and forty (240) months thereafter (the "**Sale or Lease of Real Property Tax Rebate Period**").

7.1.3 Identification Change Incentive. The Owner will incur as the result of annexation of the ~~Annexation~~Existing Property into the Town of Camp Verde certain expenses associated with changing the locational identity of the Existing Property. The Town, within thirty (30) days of the execution of this Agreement, will make a one-time incentive payment to the Owner in the amount of Ten Thousand Dollars (\$10,000.00) to help defray the cost associated with this identification change.

7.2 Incentive Obligation of the Town.

7.2.1 Incentive Amounts. The Town hereby agrees to pay the monies generated by the SalesSale or Lease of Real Property Tax Rebates to Owner in accordance with the terms of this **Section 7** as an Economic Incentive under this Agreement in connection with the future development of the Existing Property. The Town shall make such payments pursuant to periodic economic incentive payments (the "**Economic Incentive Payments**") to the Owner under **Section 7.2.3** of this Agreement.

7.2.2 Allocation and Deposit of Revenues. The Town shall create a special account (the "**Special Fund**") that is segregated from other Town accounts and funds and shall deposit the SalesSale or Lease of Real Property Tax Rebate monies in the Special Fund and hold them in constructive trust for the benefit of the Owner for the purposes of paying Owner the payment obligations of this Agreement. The monies held in the Special Fund shall be deposited in an interest bearing account.

- (a) **Deposit of Sales Taxes.** The first deposit of SalesSale or Lease of Real Property Tax Rebate monies into the Special Fund shall be made after the Effective Date and within thirty (30) days following the Town's receipt of its first monthly transaction privilege tax report from the Arizona Department of Revenue (the "**Monthly ADR Tax Report**") listing Excise Sales Taxes actually received by the Town from any Taxable Activities on the Existing Property. Subsequent deposits of the SalesSale or Lease of Real Property Tax Rebate monies shall be made within thirty (30) days following the Town's receipt of each subsequent Monthly ADR Tax Report until the expiration of the SalesSale or Lease of Real Property Tax Rebate Period.
- (b) **Vesting of the Economic Incentive.** The Economic Incentive for any portion or portions of the Existing Property that have received a timely Certificate of Occupancy from the Town shall be deemed to vest to the benefit of the Owner of the Existing Property on the date the Owner receives a Certificate of Occupancy from the Town and the Owner's right to receive the Economic Incentive shall accrue when the Excise Sales Taxes are actually received by the Town from any Taxable Activities on that corresponding portion of the Existing Property.
- (c) **Payment of Allocated Revenues Received by the Town.** The Town shall pay the Economic Incentive Payment for each quarter (or partial quarter if applicable) with respect to the Existing Property.
- (d) **Computation and Report of Revenues.** Within forty-five (45) days following the end of each Town fiscal year, the Town will deliver to the Owner a statistical report of all Excise Sales Taxes generated from Taxable Activities within the Existing Property ("**Computation and Report of Revenues**"). Such report shall specifically identify any offsets, credits, exclusions or other deductions from the Excise Sales Taxes

generated by or attributable to the Existing Property, which have been utilized by the Town in computing the Economic Incentive Payments for the purposes of this Agreement.

- (e) **Audit and Contest.** Owner shall have the right to audit and contest the Town Administrator's (or his designee's) determination of the Economic Incentive Payment amount owed to Owner for each quarter (or partial quarter if applicable) with respect to the Existing Property, and of the Town's Computation and Report of Revenues, as determined pursuant to **Section 7.3.2(c) and (d)**, above.

7.2.3 Quarterly Economic Incentive Payments. The Economic Incentive Payments shall be paid by the Town to Owner from the Special Fund on a quarterly basis (the "**Allocated Revenues**"). The first Economic Incentive Payment shall be made by the Town to the Owner within forty-five (45) days after the Town's receipt of its first Monthly ADR Tax Report after the date the Improvement District Effective Date of 3. Thereafter, Economic Incentive Payments shall be made by the Town to the Owner within thirty (30) days after the end of every calendar quarter until the end of the Sale Tax Rebate Period.

7.2.4 Limitations on Payments to Owner. The Town shall in no event be required to pay to or on behalf of Owner, with respect to any period, any amount greater than the Allocated Revenues actually received by the Town in or prior to such period and credited (or which properly should have been credited) to the Special Fund.

7.3 Assignment. The Town agrees that Owner shall have the right to separately assign from time to time all or portions of the Economic Incentives that the Owner has the right to receive from the Town (or Owner's right to receive all or portions of the Economic Incentive Payments) to his heirs, devisees, assignees, transferees and successors, with respect to the all or portions of the Existing Property to which the applicable Economic Incentives are attributable, provided that any such assignee shall own all or a portion of the Existing Property. Owner shall provide the Town with copies of all such assignments, and the Town thereupon shall make such Economic Incentive Payments to such assignees in accordance with the terms of the assignments, and such assignees shall have the right to enforce their respective rights to receive such Economic Incentive Payments to the same extent as Owner. Nothing contained in this **Section 7.3** shall be deemed to relieve Owner from making all required applications to or with the Town, or from obtaining all required permits and approvals, in connection with any proposed construction on or development of the Existing Property, subject to the terms and conditions of this Agreement.

7.4 Term. Unless terminated earlier pursuant to the terms of this Agreement, the Term of this Agreement shall expire on the twentieth (20th) anniversary of the Effective Date, except as otherwise specifically provided herein. (By way of example only, the "Sale or Lease of Real Property Tax Rebate Period", if commenced as provided in **Section 7.1.2**, will extend beyond the Term as defined in this Section 7.4.).

ARTICLE VIII INDEMNITY AND RISK OF LOSS

8.1 Indemnity by the Owner. The Owner shall pay, defend, indemnify and hold harmless the Town and its Town Council members, officers, employees and agents from and against all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits (including reasonable attorneys' fees, experts' fees and court costs associated) which arise from or relate in any way to any negligent or willful acts or omissions by the Owner, or its employees, contractors, subcontractors, agents or representatives, undertaken in fulfillment of the Owner's obligations under this Agreement; provided however, that the provisions of this **Section 8.1** shall not apply to any loss or to any instance in which a claim is asserted based, in whole or in part, upon an act or omissions of the Town, its employees, contractors, subcontractors, agents or representatives. The foregoing indemnity obligations of the Owner shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations period.

8.2 Indemnity by the Town. To the extent permitted by law, the Town shall pay, defend, indemnify and hold harmless the Owner and their respective partners, shareholders, officers, managers, members, agents and representatives from and against all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities and suits (including reasonable attorneys' and experts' fees and court costs associated) which arise from or which relate in any way to any negligent or willful act or omission by the Town, its employees, contractors, subcontractors, agents or representatives, undertaken in fulfillment of the Town's obligations under this Agreement; provided however, that the provisions of this **Section 8.2** shall not apply to any loss or to any instance in which a claim is asserted based, in whole or in part, upon an act or omission of the Owner and/or its Affiliates, or the respective agents, employees, contractors, subcontractors or representatives. The foregoing indemnity obligations of the Town shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations period.

8.3 Risk of Loss. The Owner assumes the risk of any and all loss, damage or claims to any portion of the Public Improvements unless and until title to the Public Improvements is transferred to the Town. At the time title to the Public Improvements is transferred to the Town by dedication deed, plat recordation, or otherwise, the Owner will, to the extent allowed by law, assign to the Town any unexpired warranties relating to the design, construction and/or composition of such Public Improvements. Acceptance of the Public Improvements shall be conditioned on the Town's receipt of a two (2) year warranty of workmanship, materials and equipment, in form and content reasonably acceptable to the Town, provided however that such warranty or warranties may be provided by the Owner's contractor or contractors directly to the Town and (in that instance) are not required from the Owner, and that any such warranties shall extend from the date of completion of any Public Improvement, any component thereof, or the work of any specific trade or contractor, as applicable.

8.4 Town Representations. The Town represents and warrants to the Owner that:

8.4.1 The Town has the full right, power and authorization to enter into and perform this Agreement and each of Town's obligations and undertakings under this Agreement,

and the Town's execution, delivery and performance of this Agreement have been duly authorized and agreed to in compliance with the requirements of the Town Code.

8.4.2 All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

8.4.3 The Town will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

8.4.4 The Town knows of no litigation, proceeding, initiative, referendum, investigation or threat of any of the same contesting the powers of the Town or its officials with respect to this Agreement, which has not been disclosed in writing to the Owner.

8.4.5 This Agreement (and each undertaking of the Town contained herein), constitutes a valid, binding and enforceable obligation of the Town, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. The Town will use reasonable efforts to defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names the Town as a party or which challenges the authority of the Town to enter into or perform any of its obligations hereunder, and will cooperate with the Owner in connection with any other action by a third party in which the Owner is a party and the benefits of this Agreement to the Owner are challenged, provided that such cooperation shall not require the Town to incur costs not otherwise incurred in the ordinary course of business. The severability and reformation provisions of **Section 10.9** shall apply in the event of any successful challenge to this Agreement.

8.4.6 The execution, delivery and performance of this Agreement by the Town is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which the Town is a party or is otherwise subject.

8.4.7 The Town has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

8.5 **Owner Representations.** The Owner represents and warrants to the Town that:

8.5.1 The Owner has the full right, power and authorization to enter into and perform this Agreement and of the obligations and undertakings of the Owner this Agreement, and the execution, delivery and performance of this Agreement by the Owner has been duly authorized and agreed to in compliance with the organizational documents of Owner.

8.5.2 All consents and approvals necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

8.5.3 The Owner will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

8.5.4 As of the date of this Agreement, the Owner knows of no litigation, proceeding or investigation pending or threatened against or affecting the Owner, which could have a material adverse affect on the Owner's performance under this Agreement, which has not been disclosed in writing to the Town.

8.5.5 This Agreement (and each undertaking of the Owner contained herein) constitutes a valid, binding and enforceable obligation of the Owner, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. The Owner will use reasonable efforts to defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names the Owner as a party or which challenges the authority of the Owner to enter into or perform any of its obligations hereunder and will cooperate with the Town in connection with any other action by a third party in which the Town is a party and the benefits of this Agreement to the Town are challenged, provided that such cooperation shall not require the Owner to incur costs not otherwise incurred in the ordinary course of business. The severability and reformation provisions of **Section 10.9** shall apply in the event of any successful challenge to this Agreement.

8.5.6 The execution, delivery and performance of this Agreement by the Owner is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which the Owner is a party or to which the Owner is otherwise subject.

8.5.7 The Owner has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

8.5.8 The Owner has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

ARTICLE IX DEFAULT; REMEDIES; TERMINATION

9.1 **Default.** A Party hereunder shall be deemed to be in default under this Agreement if such Party breaches any obligation required to be performed by the respective Party hereunder within any time period required for such performance, and such breach continues for a period of ninety (90) days after written notice thereof from the nondefaulting Party; provided, however, if the breach cannot reasonably be cured within such ninety (90) day period, then the Party shall be in default if it fails to commence the cure of such breach within the ninety (90) day period and diligently pursue the same to completion. Absent written agreement to the contrary, if such breach is not cured within the additional ninety (90) day

period, this Agreement may be terminated, at the sole and absolute discretion of the non-breaching Party.

9.2 Dispute Resolution. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request the presiding judge of the Superior Court of Yavapai County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

9.3 No Personal Liability. No member, official, employee or agent of the Town shall be personally liable to the Owner, or any successor or assignee, (a) in the event of any default or breach by the Town, (b) for any amount which may become due to the Owner or its successor or assign, or (c) pursuant to any obligation of the Town under the terms of this Agreement.

9.4 Owner's Remedies. In the event the Town is in breach under this Agreement and fails to cure any such breach within the time period required as set forth in **Section 9.1** above, then, in that event, in addition to pursuing any and all other legal and equitable remedies which the Owner may have against the Town, the Owner may elect to terminate this Agreement by written notice delivered to the Town; provided, however, that any such termination shall not affect any Economic Incentives granted pursuant to this Agreement, shall continue in full force and effect with respect to those portions of the Existing Property that have been previously developed by Owner and/or upon which Improvements have been constructed or substantial construction has commenced and upon which the applicable Economic Incentives have vested. In the event the Town defaults in its obligation to timely pay the Economic Incentive Payments to the Owner, the Town shall pay a default interest rate at the statutory ten percent (10%) rate of interest on the unpaid amounts, until Owner is paid in full.

9.5 Town's Remedies. In the event that the Owner is in breach under this Agreement and the Owner thereafter fails to cure any such breach within the time period described in **Section 9.1** above, then the Town shall have the right to automatically terminate this Agreement immediately upon written notice to the Owner; provided, however, that any such termination shall not affect any Economic Incentives granted pursuant to this Agreement, shall continue in full force and effect with respect to those portions of the Existing Property that have been previously developed by Owner and/or upon which Improvements have been constructed or substantial construction has commenced and upon which the applicable Economic Incentives have vested.

ARTICLE X GENERAL PROVISIONS

10.1 Cooperation. The Town and the Owner hereby acknowledge and agree that they shall cooperate in good faith with each other and use best efforts to pursue the economic development of the Existing Property as contemplated by this Agreement.

10.2 Time of Essence. Time is of the essence of each and every provision of this Agreement.

10.3 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the Town shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

10.4 Notices. All notices, approvals, and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, and delivered personally or sent by nationally recognized courier (e.g., Federal Express, Airborne, UPS), or by United States mail, certified with return receipt requested, to:

If to the Town: Bill Lee, Town Manager
The Town of Camp Verde
P.O. Box 710, 473 S. Main Street
Camp Verde, AZ 86322

With a copy to: Camp Verde Town Attorney
The Town of Camp Verde
473 S. Main Street
Camp Verde, AZ 86322

If to Owner: Griffith Property Holdings, LLC.
Attn: Thomas L. Griffith, President
P.O. Box 1566
Cottonwood, AZ 86326

With copies to: Mariscal, Weeks, McIntyre & Friedlander, PA
2901 North Central Avenue, Suite 200
Phoenix, Arizona 85012
Attn: Fredda J. Bisman

Or to such other addresses as any Party hereto may from time to time designate in writing and deliver in a like manner. Notices, approvals and other communications provided for herein shall be deemed delivered upon personal delivery, within twenty-four (24) hours following deposit with a nationally recognized overnight courier, or within forty-eight (48) hours following deposit with the United States mail, certified with return receipt requested, as hereinabove provided, prepaid and addressed as set forth above.

10.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement has been made and entered into in Yavapai County, Arizona.

10.6 Successors and Assigns. Except as set forth in **Section 7.3**, this Agreement shall run with the land and all of the covenants and conditions set forth herein shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

10.7 Waiver. No waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

10.8 Attorneys' Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

10.9 Limited Severability. The Town and the Owner each believes that the execution, delivery and performance of this Agreement is in compliance with all Applicable Laws. However, in the unlikely event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement is declared void or unenforceable (or is construed as requiring the Town to do any act in violation of any Applicable Laws, constitutional provision, law, regulation, Town Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provide that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic or otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

10.10 Schedules and Exhibits. All schedules and exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

10.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, claims, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded.

10.12 Recordation of Agreement. This Agreement shall be recorded in the Official Records of Yavapai County, Arizona, within ten (10) days after its approval and execution by the Town. However, the Agreement shall not become effective until thirty (30) days from the date after approval by Town Council.

10.13 Assignment or Notice of Conveyance. Subject and in addition to the provisions of this Agreement, Owner shall have the right to assign and to collaterally assign all or a portion of Owner's right under this Agreement, including but not limited to Owner's right to receive all or any portion of the Economic Incentives, provided that any such assignee shall be the owner of the Existing Property or a lender that has advanced funds to improve the Existing Property. The Owner must give notice to the Town of any sale of the entire Existing Property or any portion thereof, at least ten (10) days prior to the effective date of the sale.

10.14 No Third Party Beneficiaries. There are no third party beneficiaries to the Agreement, and no person or entity not a Party will have any right or cause of action.

10.15 No Agency Created. Nothing contained in the Agreement will create any partnership, joint venture, or agency relationship between the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

OWNER:

Thomas L. Griffith

THE TOWN:

TOWN OF CAMP VERDE, an Arizona
municipal corporation

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

By: _____
Town Attorney

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by _____, Mayor of the Town of Camp Verde, who acknowledged that he/she signed the foregoing instrument on behalf of the Town.

Notary Public

My commission expires:

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Thomas L. Griffith.

Notary Public

My commission expires:

EXHIBIT A

EXISTING PROPERTY LEGAL DESCRIPTION

EXHIBIT A-1

ANNEXATION PROPERTY LEGAL DESCRIPTION

Exhibit B

PROPOSED SCHEDULE OF PERFORMANCE

**If the Owner performs the listed Tasks
within the specified timeframe**

**Owner develops initial portion of the
Existing Property, with a minimum
10,000 square feet of buildings, within
seventy-two (72) months of the
Improvement District Effective Date.**

**Then the Town will provide the listed
incentive for the specified incentive
period**

**Town provides ~~Exeise Sales~~Sale or Lease
of Real Property Tax Rebate for portion
of the Existing Property developed for the
remainder of the ~~Exeise Sales~~Sale or
Lease of Real Property Tax Rebate
Period**

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Document comparison done by DeltaView on Wednesday, December 13, 2006 3:12:21 PM

Input:	
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Document 2	file://J:/WJS/Camp Verde/Griffith Deve Agrmt 12-13-06 (WJS's Rev).doc
Rendering set	Standard

Legend:	
<u>Insertion</u>	
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Style change	
Format change	
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Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Deletions	47
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Moved to	0
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