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**AGENDA**  
**REGULAR SESSION**  
**MAYOR AND COUNCIL**  
**COUNCIL CHAMBERS · 473 S. Main Street, Room #106**  
**WEDNESDAY, AUGUST 18, 2010**  
**at 6:30 P.M.**

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
  - a) **Approval of the Minutes:**
    - 1) Regular Session – August 4, 2010
  - b) **Set Next Meeting, Date and Time:**
    - 1) Set Date, Time & Place to hold an Open House to introduce Town Manager Russell Martin to the community. (Requested by Councilor German)
    - 2) August 25, 2010 at 4:00 p.m. – Council/Manager Retreat
    - 3) August 25, 2010 at 6:30 p.m. – Council Hears Planning & Zoning Matters - **CANCELLED**
    - 4) September 1, 2010 at 4:30 p.m. – Joint Work Session with Camp Verde Chamber of Commerce
    - 5) September 1, 2010 at 6:30 p.m. – Regular Session
    - 6) September 15, 2010 at 6:30 p.m. – Regular Session
    - 7) September 22, 2010 at 6:30 p.m. – Council Hears Planning & Zoning Matters
  - c) **Possible approval of an Intergovernmental Agreement with Yavapai County Flood Control District that will provide funding in the amount of \$464,530 to complete a portion of the Cliffs Drainage Project.** Staff Resource: Ron Long
  - d) **Possible approval of Resolution 2010-818, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting an Intergovernmental Agreement (IGA) with the State of Arizona Department of Transportation for bridge inspections and authorization to execute the IGA.** Staff Resource: Ron Long
5. **Special Announcements & Presentations**
  - **Congratulations to *Stewards of Public Lands* for receiving the prestigious Arizona Wildlife Federation's, "2010 Conservation Organization of the Year" award.** Cottonwood Mayor Diane Joens will be present to show the award to the public.
  - **Welcome to the new businesses that registered during the month of July:**
    - ❖ Arizona Commercial Signs, Phoenix, AZ
    - ❖ Camp Verde Cuts, 434 S. Main St., Ste. 4, Camp Verde
    - ❖ Central Supply and Metal Company, Phoenix
    - ❖ Clear Creek Village Store, 4483 E. SR 260, Camp Verde
    - ❖ Dugan Homemade Ice Cream, Camp Verde
    - ❖ Hooligan Hill Tattooing, 891 Howard's Road, Camp Verde
    - ❖ Markham Contracting, Rimrock
    - ❖ MFC Electrical Contracting, Phoenix
    - ❖ Mickle's Custom Homes, Inc., Cottonwood
    - ❖ Mission Artisan Remodeling, Clarkdale
    - ❖ Planet Video, 522 W. Finnie Flat Road, Ste. G-1, Camp Verde
    - ❖ Shelly's Salon, 141 Silver Bugle Dr., Camp Verde

6. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are Camp Verde Schools Education Foundation; Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, Yavapai County Water Advisory Committee, and shopping locally. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.
7. **Call to the Public for Items not on the Agenda.**
8. **Discussion, consideration and possible approval of a special event liquor license for the Verde Valley Mounted Sheriff's Posse for the Annual Fort Verde Days that is scheduled for October 8 and 9, 2010.** Staff Resource: Debbie Barber
9. **Discussion, reconsideration, and possible direction to staff relative to options to include in a contract with Sedona Recycles, Inc. (SRI) to continue to provide recycle services for the bins located near the Heritage Pool.** SRI Executive Director Jill McCutcheon will be present to explain the proposal. Staff Resource: Russ Martin
10. **Discussion, consideration, and possible approval of the Town of Camp Verde Facility Rental Rules and Regulations.** Staff Resource: Ron Long
11. **Status report, update, and possible discussion relative to the sales tax incentive agreement with Steve Coury for the period covering July 1, 2007 through June 30, 2010, pursuant to ARS §9-500.G.** Staff Resource: Lisa Elliott
12. **Report, update, and possible discussion relative to Development Impact Fees for the fiscal year ending June 30, 2010, pursuant to Town Code 7-10-3.B.** The report may include, but not be limited to the Statement of Revenues, Expenditures, and Change in Fund Balance. Staff Resource: Lisa Elliott

Councilor Baker requested Item #13:

13. **Update and discussion of the Council authorization to begin collection of funds for a plaque in honor of Tom Nielson's volunteer efforts with the Gazebo Project.**

Councilor German requested Item # 14:

14. **Discussion, consideration, and possible authorization to allow a Master (Blanket) Insurance Policy for the Sponsor of a special event that will cover a certain number of vendors on the policy.**

Mayor Burnside requested Item #15:

15. **Discussion, consideration, and possible direction as desired by Council to coordinate a united effort with the School District, Yavapai Apache Nation, the Chamber of Commerce, Historical Society, and interested citizens to substantiate Camp Verde's long-standing contention that the geodetic marker on Squaw Peak is the geographical center of the State of Arizona and to acquire this designation in time for the 2012 Centennial Celebration.**
16. **Call to the Public for Items not on the Agenda.**
17. **Advanced Approvals of Town Expenditures.** There are no advanced approvals.
18. **Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.
19. **Adjournment**

Posted by:

*D. Jones*

Date/Time:

*8-12-2010*

*8:30 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.

4.a.

**MINUTES  
REGULAR SESSION  
MAYOR AND COUNCIL  
COUNCIL CHAMBERS  
WEDNESDAY, AUGUST 4, 2010  
6:30 P.M.**

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

1. **Call to Order**

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

2. **Roll Call**

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

**Also Present:** Interim Town Manager Marshal Dave Smith, Acting Community Development Director Mike Jenkins, Asst. Planner Jenna Owens, Permit Tech Becky Oium, Adm. Asst. Valerie House, Deputy Town Clerk Virginia Jones, and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**

The Pledge was led by Baker.

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

a) **Approval of the Minutes:**

- 1) Regular Session – July 21, 2010
- 2) Special Session – July 21, 2010
- 3) Executive Session – July 21, 2010 (recorded)
- 4) Public Hearing Session – July 14, 2010

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

- 1) August 18, 2010 at 6:30 p.m. – Regular Session
- 2) August 25, 2010 at 4:00 p.m. – Council/Manager Retreat
- 3) August 25, 2010 at 6:30 p.m. – Council Hears Planning & Zoning Matters

c) **Possible setting of a joint work session with the Executive Committee/Board of the Camp Verde Chamber of Commerce. The available dates are the following Tuesdays - 8/17/10 at 5:00 p.m.; 8/24/10 at 5:00 p.m.; 8/31/10 at 5:00 p.m. or the regularly scheduled Council Work Session date of 9/8/10. Staff Resource: Virginia Jones**

On a motion by Baker, seconded by Kovacovich, the Consent Agenda was unanimously approved as presented, pulling Item 4.c) for discussion.

Council Garrison requested that Item 4.c) be pulled.

4.c) **Possible setting of a joint work session with the Executive Committee/Board of the Camp Verde Chamber of Commerce. The available dates are the following: Tuesdays, 8/17/10 at 5:00 p.m.; 8/24/10 at 5:00 p.m.; 8/31/10 at 5:00 p.m. or the regularly scheduled Council Work Session date of 9/8/10.**

On a motion by Garrison, seconded by Baker, the Council voted unanimously to hold a Joint Work Session with the Executive Committee/Board of the Camp Verde Chamber of Commerce on September 1, 2010 at 4:30 p.m.

Garrison advised the members that she would have a problem with attending a meeting on Mondays and Tuesdays during the entire month of August. After a discussion on arriving at a time when the

entire Council could be in attendance, the Council agreed to set the subject meeting for September 1, 2010, at 4:30 p.m.

5. **Special Announcements & Presentations**

- **Acknowledgement and congratulations to Becky Oium, Building Permit Tech in the Community Development Department, for receiving the Arizona Building Official's Association's prestigious "Permit Tech of the Year" award.**

Mayor Burnside congratulated Becky Oium upon receiving the prestigious subject award, after which Ms. Oium spoke, giving full credit to all the others who help her do what she does. Burnside added his appreciation for all the employees who are attending classes to improve their skills.

6. **Council Informational Reports.**

**Roulette** said he and the Mayor had met with an individual who described an idea he has about creating an entity with the goal of seeking a grant to provide housing for disabled and returning veterans; anyone who might want to help on this admirable project is invited to participate and may call Councilor Roulette. Also, the Forest Service has announced they will be installing state-of-the-art bathroom facilities at the White Bridge Park.

**Burnside** said he thoroughly enjoyed the National Night Out events in Town, and commended all those who contributed their time. Burnside said he had received a letter inviting everyone to a steak dinner hosted by the Disabled Veterans of Foreign Wars Post 6739 on Saturday, August 21, 2010 at 4:00 to 7:00 p.m.; a fund-raising raffle will be held. Burnside also commented on new businesses coming into Camp Verde and the groups that are all working together pooling their resources to contribute to the Town's economic development; he urged everyone to do their part to share ideas, positive or negative, to help the Town recover from the current problems with the economy.

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

There was no public input.

8. **Presentation by Camp Verde Unified School District Superintendent, Mr. Dan Brown, followed by discussion, consideration, and possible appointment of a Council member and an alternate to serve on the Superintendent's Advisory Council. The Advisory Council is a non-decision making body.**

Staff Resource: Virginia Jones

On a motion by Whatley, seconded by Garrison, the Council voted unanimously to appoint Councilor German, with Council Garrison as an alternate, to serve on the CVUSD Superintendent's Advisory Council through May 2011; also add this organization to the Council Committee Assignments, and a new member will be appointed to serve a one-year term in June 2011.

Superintendent Dan Brown described his vision, or dream, for the School District that includes working with the community through the creation of a Superintendent Advisory Council, a concept introduced by Superintendents all over the State and Country. Mr. Brown stressed that community involvement is crucial in bringing about a quantum change based on new and different ideas and concepts in educating our young people in response to the changing professions and workforce demands of the future. Mr. Brown named several prominent individuals who have agreed to serve on the proposed Advisory Council; the meeting schedule would be the third week of the month, on a Tuesday or Wednesday morning from 9:00 to 10:30 a.m., preferably starting in August.

The members discussed the participation by one of the Councilors in the Advisory Council, as requested by Mr. Brown, and it was decided that Carol German would be appointed, with Normal Garrison serving as an alternate. After further discussion, it was also agreed that the Advisory Council would be included on the list

of Committees and Boards to which Council members are assigned on an annual basis. Mr. Brown confirmed that the goal is to continue working with the Advisory Council on an ongoing basis.

9. **Discussion, consideration, and possible direction to staff and authorization to permit the Old Camp Verde Jail volunteers to erect a fence and sign on Town-owned parcels 404-22-125 and 404-22-124. The subject parcels are those parcels that encompass the historic Old Camp Verde Jail and the adjacent surrounding properties along Hollamon Street.** Staff Resource: Mike Jenkins  
On a motion by Garrison, seconded by Baker, the Council unanimously approved the Old Camp Verde Jail volunteers request to erect a pine pole fence and a sign on Town-owned parcels 404-22-125 and 404-22-124, to include the sidewalk.

Acting Community Development Director Jenkins said that the volunteers working on the Old Camp Verde Jail are requesting the Council to allow the Community Development Department to issue a sign permit and allow a pine pole fence to be erected on the subject parcels. Jenkins referred to the packets included in the agendas that provide detailed information on the proposed sign and fence. A concrete front entrance and sidewalk were made possible with donated materials and assistance from Maintenance.

**Ray Floyd**, one of the volunteers, explained that the concrete for the sidewalk had been provided by the Yavapai-Apache Nation, and the finished project will be stamped to match the public sidewalks in Town.

In discussion with the Council, Mr. Floyd confirmed that the fence poles will be six feet high, and described the planned location. Members of the Council commended Mr. Floyd and all the volunteers on their dedication to the project.

10. **Public Hearing, followed by discussion, consideration, and possible recommendation to the Arizona Department of Liquor Licenses and Control to approve a new liquor license for the Casa Antigua Mexican Restaurant located at 422 W. Finnie Flat Road, Ste. E.** Staff Resource: Virginia Jones  
On a motion by Baker, seconded by Roulette, the Council unanimously recommended to the Arizona Department of Liquor Licenses and Control approval of a new liquor license for the Casa Antigua Mexican Restaurant located at 422 W. Finnie Flat Road, Ste. E., in Camp Verde.

Deputy Town Clerk Jones reported that the application has been posted for the required statutory period; no comments or concerns have been received.

**Jose Enrique Rivas-Jocol** thanked everyone for their consideration of his application.

A brief Council discussion included comments on the publicity for Camp Verde resulting from the establishment of the popular restaurant, as well as compliments on the superior quality of the menu items.

11. **Quarterly report by Valerie House relative to Fort Verde State Park volunteer program, events, and maintenance projects.** Staff Resource: Valerie House  
On a motion by German, seconded by Garrison, the Council unanimously approved the Quarterly Report on the Fort Verde State Park.

**Valerie House**, together with Sheila Stubler, presented the subject quarterly report, copies of which had also been included in the agenda packets. The Council briefly discussed with both the excellent management and use of volunteer hours and commitment, and commended both presenters for the outstanding jobs they are doing.

12. **Discussion, consideration, and possible approval and direction to staff relative to a one-year**

**agreement extension for Sedona Recycles, Inc. to continue to provide recycling services for the bins located near the Heritage Pool at a cost of \$600 per month.** This is a budgeted item. Staff Resource: David R. Smith

A motion by Whatley, seconded by Roulette, to approve and direct staff relative to a 1-year agreement extension for Sedona Recycles, Inc. to continue providing recycling services in the Town through August 15, 2011, at the cost of \$600 per month **failed by a 3-4 vote**, with Garrison, Burnside, Baker and German opposed.

After discussion of the failed motion for approval of the agreement extension as presented, together with an alternate cost-saving proposal from Jill McCutcheon of Sedona Recycles, Inc., Mayor Burnside requested that she get together with the Town Manager to work on such a proposal to be brought back to Council for consideration.

Interim Town Manager Smith explained that the requested monthly amount is to pay for the trash bins at the pool location, and it is time for renewal of the annual agreement. The funding has been budgeted. Collection of trash at the pool site has dropped significantly while the use of the collection site at Basha's has become very popular.

**Jill McCutcheon**, Executive Director of Sedona Recycles indicated a chart that she had prepared showing the recycling rate that had almost doubled in Camp Verde during the past year. She confirmed that there has been a drop in use at the pool site, although there have been comments from the community that they want that site to remain available. Ms. McCutcheon reviewed how Sedona Recycles uses the funding for collecting trash for recycling, providing jobs, and presenting educational programs.

The members briefly discussed with Ms. McCutcheon the possibility of providing screening at the Basha's site, while commending Sedona Recycles for the clean maintenance of that site. The discussion among the Council members included concern about the significant drop in use at the pool site while being requested to continue to pay the same amount per month, as well as the need for that site. It was also suggested that Ms. McCutcheon might consider revising the schedule for trash pick-up at the pool site in order to come up with a proposal for possibly cutting the requested funding in half, or less.

Mayor Burnside requested the following item:

13. **Discussion, consideration, and possible authorization for Mayor Burnside to renew discussions with the Prescott National Forest Service relative to moving the development of the Copper Canyon Trailhead Project forward.**

On a motion by Roulette, seconded by Baker, the Council unanimously authorized Mayor Burnside to begin talks with the appropriate officials to get the Copper Canyon Trailhead Project moving forward.

Mayor Burnside said that he had heard from Chip Davis that at a recent meeting with the Prescott National Forest, the conversation indicated that there was no one in Camp Verde for them to talk with regarding the Copper Canyon Trailhead Project, which is why this issue has been brought up to request permission to move forward on the project. Burnside said he was in possession of a large packet of years of history of working on the Trailhead assembled by Lynn Reddell, and invited her to speak on the subject.

**Lynn Reddell** shared her understanding that the U.S. Forest Service has received a Federal Grant that is still available, in the amount of approximately \$178,000. The Trailhead is needed for the community, for the mountain bikers, hikers, OHV's, as well as equestrian use. The project needs to move forward; several changes in Forest Service personnel have contributed to the delay and lack of communication. The County has already participated with funds and the construction of a culvert.

After further discussion and review of the current status, as confirmed by Reddell and Burnside, the Council agreed that it was time to move the project forward as requested.

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

There was no public input.

15. **Advanced Approvals of Town Expenditures.**

There were no advanced approvals.

16. **Manager/Staff Report**

Interim Town Manager Smith commented that the new Town Manager will be coming in on Monday, and Smith thanked everyone for the opportunity to serve as the Interim Town Manager. Smith said it has been a learning experience that he has enjoyed and appreciated.

17. **Adjournment**

On a motion by Garrison, seconded by Baker, the meeting was adjourned at 7:56 p.m.

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Bob Burnside, Mayor

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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 4<sup>th</sup> day of August 2010. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

---

Debbie Barber, Town Clerk

H.C



**TOWN OF CAMP VERDE  
Agenda Action Form**

**Meeting Date:** August 18, 2010

**Meeting Type:** Regular Session

**Consent Agenda**      **Regular Session**

**Reference Document:** Intergovernmental Agreement (IGA) between the Town of Camp Verde and Yavapai County Flood Control District.

**Agenda Title** (be exact): Discussion, consideration and possible approval of the 2010-2011 Fiscal Year IGA between the Town of Camp Verde (Town) and Yavapai County Flood Control District for use on the Camp Verde Cliffs Drainage Project.

**Purpose and Background Information:** In 2006 Yavapai County Flood Control executed an IGA with the Town in the amount of \$300,000. Engineering work began in 2006. In 2007, 2008 and 2009 the County rolled over all residual funds and provided additional funding. In order to provide additional assistance to the Town, The Yavapai County Board of Supervisors has approved \$464,530 for the Fiscal Year 2010-2011; the total represents a roll-over of \$314,530 from the 09/10 IGA and additional funding of \$150,000. This amount may allow the Town to complete a portion of the Cliffs Drainage project; the estimated to cost to complete the entire project is \$1,279,502

**Recommendation** (Suggested Motion): Move to approve the execution of Fiscal Year 2010-2011 Intergovernmental Agreement between the Town of Camp Verde and Yavapai County Flood Control District.

**Finance Review:**  **Budgeted**      **Unbudgeted**      **N/A** (See 01-20-41-7590 & CIP 50-00-5016)

**Finance Director Comments/Fund:** N/A

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

**Attorney Comments:** N/A

**Submitting Department:** Public Works

**Contact Person:** Ron Long

**Action Report prepared by:** D. Ranney

When recorded in the Office of the  
Yavapai County Recorder, return to:

Yavapai County Flood Control District  
500 S. Marina St.  
Prescott, AZ 86303

### INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made this 19<sup>th</sup> day of July 2010, by and between the YAVAPAI COUNTY FLOOD CONTROL DISTRICT, a special DISTRICT legally created in the State of Arizona (hereinafter called "DISTRICT") and the TOWN of CAMP VERDE, a municipal corporation of the State of Arizona, (hereinafter call "TOWN") for a period commencing, July 1, 2010, and extending through, June 30, 2011 (or as otherwise provided herein).

WITNESSETH:

WHEREAS, the DISTRICT and the TOWN have the authority to enter into Intergovernmental Agreements pursuant to Arizona Revised Statutes, Section 11-952, Section 48-3603(9) and Section 9-240(5); and,

WHEREAS, the TOWN lies within the legal boundaries of the DISTRICT (Yavapai County); and,

WHEREAS, property owners within the corporate limits of the TOWN pay ad valorem taxes to support the DISTRICT; and,

WHEREAS, the TOWN has experienced storm water control and flooding problems for a number of years in various locations; and,

WHEREAS, the DISTRICT is authorized to expend funds for flood control projects (including storm water control) and has approved and budgeted amounts necessary to provide funding assistance for flood mitigation work.

NOW, THEREFORE, IT IS AGREED by and between the DISTRICT and the TOWN as follows:

#### PURPOSE

1. The purpose of this Intergovernmental Agreement is for the DISTRICT to pay and contribute to the TOWN a sum not to exceed Four Hundred Sixty Four Thousand Five Hundred Thirty Dollars (\$464,530) for fiscal year 2010-11, to be used by the Town for the approved Project.

The DISTRICT shall make said payments to the TOWN in partial payments based upon monthly billings from the TOWN.

2. The TOWN shall use said DISTRICT funds exclusively for reimbursement of costs associated with the drainage improvement projects located in the Yavapai County portion of the TOWN. Invoices shall be provided to the DISTRICT for review prior to reimbursement.
3. The TOWN shall be responsible for the administration, right-of-way acquisition, design, construction, inspection and materials necessary to complete the project.

DURATION

The term of this Agreement is for the fiscal year 2010-11.

RENEWAL

Both parties may renew this Agreement if said work is not completed within the time specified herein.

SEVERABILITY

The parties agree that if any part or parts of this Intergovernmental Agreement are held to be void or unenforceable by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect.

ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties with respect to the subject matters herein, and it may be amended, modified, or waived only by an instrument in writing signed by both parties. This Agreement is subject to cancellation pursuant to ARS §38-511.

INDEMNIFICATION

The TOWN and the DISTRICT each agree to hold the other party harmless and indemnify the other for any loss, liability, or damages arising from any action, omission, or negligence of each party's employees, officers, or agents, regarding the performance of this Intergovernmental Agreement.

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

TOWN OF CAMP VERDE

YAVAPAI COUNTY FLOOD  
CONTROL DISTRICT

\_\_\_\_\_  
Bob Burnside, Mayor

\_\_\_\_\_  
A. G. "Chip" Davis, Chairman  
Yavapai County Flood Control District  
Board of Directors

ATTEST:

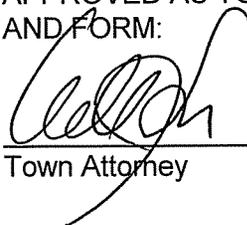
ATTEST:

\_\_\_\_\_  
Administrative Secretary

\_\_\_\_\_  
Julie Ayers, Clerk of the Board  
Yavapai County Flood Control District

APPROVED AS TO CONTENT  
AND FORM:

APPROVED AS TO CONTENT  
FORM:

  
\_\_\_\_\_  
Town Attorney

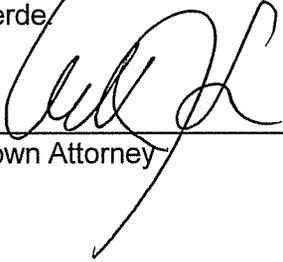
\_\_\_\_\_  
Deputy County Attorney

**Please  
Sign Here**

**Please  
Sign Here**

**INTERGOVERNMENTAL AGREEMENT DETERMINATION**

In accordance with A.R.S. §11-952, this proposed Intergovernmental Agreement for funding this flood mitigation work has been reviewed by the undersigned Town attorney who has determined that said Agreement is in appropriate form and is within the powers and authority of the Town of Camp Verde.



\_\_\_\_\_  
Town Attorney

Date: 8/8/10

In accordance with A.R.S. §11-952, this proposed Intergovernmental Agreement for funding this flood mitigation work has been reviewed by the undersigned county attorney who has determined that said Agreement is in appropriate form and is within the powers and authority of the Yavapai County Flood Control District.

\_\_\_\_\_  
Deputy County Attorney

Date: \_\_\_\_\_

H.C



**TOWN OF CAMP VERDE  
Agenda Action Form**

**Meeting Date:** August 18, 2010

**Meeting Type:** Regular Session

**Consent Agenda**       **Regular Session**

**Reference Document:** Approval and Execution of Resolution 2010-818 and Intergovernmental Agreement (IGA) between the Town of Camp Verde and the State of Arizona Department of Transportation.

**Agenda Title** (be exact): Discussion, consideration and possible approval of Resolution 2010-818, Intergovernmental Agreement (IGA) between The Town of Camp Verde and The State of Arizona for the purpose of bridge inspections on those public bridges within Camp Verde town limits.

**Purpose and Background Information:** In accordance with the Federal Highway Administration the Town is required to obtain annual bridge inspections on four structures within our Town boundary: Copper Canyon on Salt Mine Road, Verde River Bridge on Montezuma Castle Highway, Grandpa Wash on West Middle Verde Road and Faulkner Wash on Finnie Flat Road. The State of Arizona receives Federal Bridge funding to be used by the State for inspection and repairs; through the IGA a portion of the Federal funds are made available to Arizona municipalities; the execution of the IGA will enable the Town to receive the bridge inspections at no cost (in prior years this was a road maintenance expense). The Town will receive full reports of all recommended maintenance or repairs for each structure.

**Recommendation** (Suggested Motion): Move to execute RESOLUTION 2010-818 and IGA/JPA 10-0160 I: the Intergovernmental Agreement between the State of Arizona and The Town of Camp Verde

**Finance Review:**  Budgeted       Unbudgeted

**Finance Director Comments/Fund:** N/A

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

**Attorney Comments:** N/A

**Submitting Department:** Public Works

**Contact Person:** Ron Long

**Action Report prepared by:** D. Ranney



**RESOLUTION 2010-818**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ADOPTING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION FOR BRIDGE INSPECTIONS**

**WHEREAS**, The Town is empowered by Arizona Revised Statutes §§ 9-240 and 11-952; the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Intergovernmental Agreement; and

**WHEREAS**, The Federal Highway Administration (FHWA) in coordination with the American Association of State Highway and Transportation Officials (AASHTO) has implemented The National Bridge Inspection Standards (NBIS). The NIBS requires that States must inspect all highway bridges located on public roads. The NIBS outline requirements for the frequency and procedures that each State must follow in order to be eligible for Federal-Aid Highway Bridge funding; and

**WHEREAS**, The Arizona State Department of Transportation will cover the cost of the Town bridge inspections by allocating a portion of the Federal bridge funding to the Town for inspections on bridges owned or controlled by the Town.

**NOW THEREFORE**, the Mayor and Common Council of the Town of Camp Verde resolve, pursuant to ARS §§ 9-240 and 11-952, to execute the Intergovernmental Agreement, IGA/JPA 10-160 I, with the State of Arizona Department of Transportation to fund the annual bridge inspections of bridges owned or controlled by the Town. Passed and adopted by a majority vote of the Common Council at the Regular Session of August 18, 2010.

**PASSED AND ADOPTED:**

\_\_\_\_\_  
**Bob Burnside, Mayor**

**Date:** \_\_\_\_\_

**Attest:**

**Approved as to form:**

\_\_\_\_\_  
**Deborah Barber, Town Clerk**

\_\_\_\_\_  
**William Sims, Attorney**



**Arizona Department of Transportation**  
**Intermodal Transportation Division**  
205 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janice K. Brewer  
Governor

August 4, 2010

Floyd Roehrich Jr.  
State Engineer

John S. Halikowski  
Director

Town of Camp Verde  
Attn: Ron Long  
Public Works Director  
395 S Main Street  
Camp Verde, AZ 86322

**RE:** ADOT File No.: IGA /JPA 10-160 I  
AG Contract No.: P0012010000432-5  
Project: Bridge Inspection  
Section:  
**TRACS No.: MAINTAGR**  
**Budget Source Item No.: N/A**

Dear Mr. Ferguson,

Enclosed are two (2) original Agreements and Attorney Approval forms for signature regarding the above subject Agreement, between the **TOWN OF CAMP VERDE** and the Arizona Department of Transportation.

Please obtain the appropriate official signatures and forward two (2) **signed Agreements, Attorney Approval Forms** and the **Resolution Letter / Meeting Minutes** necessary to enter into this Agreement to the attention of the undersigned at **Arizona Department of Transportation, Joint Project Administration, 205 S. 17<sup>th</sup> Avenue, Mail Drop 637E, Phoenix, AZ 85007.**

Please **make no other entries on the originals other than signatures**, and **do not date or staple the first page**. A copy of the recorded contract will be returned upon final execution with the Secretary of State. Should you have further questions please do not hesitate to call me at (602) 712-8753.

Sincerely,

Lillian Marks  
Joint Project Administration

cc: Project Manager

ADOT File No.: IGA /JPA 10-160 I  
AG Contract No.: P0012010000432-5  
Project: Bridge Inspection  
Section:  
**TRACS No.: MAINTAGR**  
**Budget Source Item No.: N/A**

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
TOWN OF CAMP VERDE

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, 2010, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the TOWN OF CAMP VERDE acting by and through its MAYOR AND TOWN COUNCIL (the "Town"). The State and the Town are collectively referred to as "Parties".

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Town is empowered by Arizona Revised Statutes § 11-952 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town

3. By order of 23 United States Code 151, the Federal Highway Administration (FHWA) in coordination with the American Association of State Highway and Transportation Officials (AASHTO) has implemented bridge inspection standards under 23 Code of Federal Regulations 650 subpart C, The National Bridge Inspection Standards (NBIS). The NBIS requires that State must inspect, or cause to be inspected, all highway bridges located on public roads, with some exceptions. The NBIS outline requirements for inspection frequency and procedures that each State's must follow, including routine, in-depth, underwater and fracture critical member inspections, load rating, and scour plans of action. Compliance with of the NBIS is a required component in order to be eligible for Federal-Aid Highway Bridge funding.

4. A local agency has the authority to perform NBIS inspections on its Public bridges. Currently, some local agencies throughout the State perform such inspections. This agreement does not preclude a local agency from requesting to perform NBIS inspections on its public bridges.

5. The Parties wish to promote consistent inspection methodologies throughout the State.

6. The State will cover the cost of Town bridge inspections through adjusting the percentage of Federal bridge funding allocated to off-system Highway Bridges.

7. The State and the Town wish to enter into an agreement whereby Town authorizes State to perform NBIS inspections on bridges owned or controlled by the Town.

**THEREFORE**, in consideration of the mutual covenants expressed herein, it is agreed as follows.

---

## **II. DEFINITIONS**

### **NBI Inventoried Bridge:**

A structure including supports erected over a depression or an obstruction, such as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads, and having an opening measured along the center of the roadway of more than 20 feet between undercopings of abutments or spring lines of arches, or extreme ends of openings for multiple boxes; it may also include multiple pipes, where the clear distance between the openings is less than half of the smaller contiguous opening.

### **National Bridge Inspection Standards (NBIS):**

Federal regulations establishing requirements for Inspection procedures, frequency of inspections, qualifications of personnel, inspection reports, and preparation and maintenance of a State bridge inventory. The NBIS apply to all structures defined as bridges located on all public roads.

### **Public Road;**

Any road under the jurisdiction of and maintained by a public authority and open to public travel.

## **III. SCOPE OF WORK**

### **1. The State will:**

- a. Inspect NBI inventoried bridges owned by Town according to the NBIS.
- b. Communicate with Town on a timely basis and inform Town of the start date of the bridge inspection; and offer to meet with the designated representatives of Town to discuss the inspection.
- c. Forward the copies of completed bridge inspection report documents to the Town in a timely manner, if other activities are undertaken by the State, forward the copies of the relevant documents generated for these tasks to the Town
- d. Record the updated Bridge Inspection data in the ADOT database and transmit annually to the Federal Highway Administration (FHWA).
- e. The State will not carry out any recommended maintenance or repair activities for Town bridges.

### **2. The Town will:**

- a. Allow and authorize the State to inspect NBI inventoried bridges owned by Town according to NBIS.
- b. Grant the State any necessary Rights of Entry or permits at no fee for the completion of the State's tasks under this Agreement.
- c. Provide the State all the necessary relevant information and documents such as copies of bridge plans, average daily traffic counts, known deficiencies of the existing structures and additions/deletions to its bridge inventory.
- d. Notify the State of all new or existing structures that may meet the NBI inventoried bridge definition. Also notify the State of any NBI inventoried bridge removal, transfer, or change of ownership.
- e. Provide traffic control at no fee during the bridge inspections by the State when necessary.

f. Once Town performs the recommended repair work, forward the information and the completion date to the State.

#### **IV. MISCELLANEOUS PROVISIONS**

1. State may carry out its activities under this Agreement through consultants.
2. The State will not carry out any maintenance or repair activities for local agency bridges.
3. On its own discretion, Town may accompany State or Consultant bridge inspection team to the bridge site and actively participate in the inspection or be an observer.
4. Town may obtain a second opinion at Town expense whenever it does not agree with the State's findings and recommendations for bridge maintenance or repairs. A second opinion shall be obtained by hiring qualified bridge inspection engineers to perform an inspection per NBIS and accepted bridge inspection procedures and practices and submit the completed bridge inspection documents to the State for review and acceptance. The State will make a final recommendation.
5. The Parties to this Agreement agree that neither party shall be indemnified or held harmless by the other party. However, the Parties further agree that each party shall be responsible for its own negligence. Neither the State, nor any of its officers, employees, or contractors shall be liable for any damage occurring to the Town structure nor liability for any damages liability to third party unless the State or its officers, employees, or contractors cause the damages.
6. This Agreement shall become effective upon dating and signing of a Determination Letter by the Arizona Attorney General's office.
7. This Agreement is perpetual, except for the provisions for termination or cancellation in the Agreement.
8. Either Party may terminate this Agreement upon thirty days written notice.
9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
10. The Parties agree to submit any disputes arising under this Agreement to binding arbitration before the American Arbitration Association; except that if there are any parties involved in the dispute other than the State and local agency, venue shall lie in Maricopa County Superior Court, Phoenix Arizona.
11. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

Town of Camp Verde  
Attn: Ron Long  
Public Works Director  
395 S Main Street  
Camp Verde, AZ 86322  
Phone # ((928) 567-0534  
Fax # (928) 567-1540

12. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

13. Non-Availability of Funds: Fulfillment of the obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

14. The Compliance requirements for Arizona Revised Statutes § 41-4401—immigration laws and E-Verify requirement:

a. The Town warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. 23-214, Subsection A.

b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract, and the Town may be subject to penalties up to and including termination of the Agreement.

c. The State retains the legal right to inspect the papers of any employee who works on the Project to ensure that the Town or subcontractor is complying with the warranty under paragraph (a).

15. Pursuant to A.R.S. Sections 35-391.06 and 35-393.06, each Party certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. Section 35-391 or and 35-393, as applicable. If any Party determines that another Party submitted a false certification, that Party may impose remedies as provided by law including terminating this Agreement.

16. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

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**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

**TOWN OF CAMP VERDE**

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
BOB BURNSIDE  
MAYOR

By \_\_\_\_\_  
SAM MAROUFKHANI, P.E.  
Deputy State Engineer, Development

ATTEST:

By \_\_\_\_\_  
DEBBIE BARBER  
Town Clerk

**JPA 10-160 I**

**ATTORNEY APPROVAL FORM FOR THE TOWN OF CAMP VERDE**

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the TOWN OF CAMP VERDE, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Town Attorney



**TOWN OF CAMP VERDE  
Agenda Action Form**

Meeting Date: 08-18-2010

Meeting Type: Special/Work Session

Consent Agenda     Regular Business

Reference Document: 2010 Conservation Organization of the Year Award.

Agenda Title (be exact): Acknowledgment and congratulation to the Stewards of Public Lands who were recognized by the Arizona Wildlife Federation with the 2010 Conservation Organization of the Year Award. Cottonwood Mayor Diane Joens will be present to show Council and the Public the Award.

**Purpose and Background Information:**

Stewards of Public Lands is a group that organizes volunteers, government agencies and businesses to clean up and maintain the Verde Valley's beautiful public lands. Stewards work in creative ways to encourage collaboration of governmental entities at the federal, state and local level, working across jurisdictional lines and pooling resources.

This summer the Stewards of Public Lands were recognized by the Arizona Wildlife Federation with the 2010 Conservation Organization of the Year Award. Stewards of Public lands especially appreciate our municipal and county partners. Cottonwood Mayor Diane Joens will be present to share the award with Council and the public.

Recommendation (Suggested Motion):

OR

Finance Review:  Budgeted     Unbudgeted     N/A

Finance Director Comments/Fund: N/A

Attorney Review:     Yes     No     N/A

Attorney Comments: N/A

Submitting Department: N/A

Contact Person:

Action Report prepared by: V Jones



**TOWN OF CAMP VERDE  
Agenda Action Form**

**Meeting Date:** August 4, 2010

**Meeting Type:** Regular Session

**Consent Agenda – Special Announcements**     **Regular Business**

**Reference Document:** New Business License list for the month ending July 2010

**Agenda Title (be exact):**

Welcome to the new businesses that registered during the month of July:

- ❖ Arizona Commercial Signs, Phoenix, AZ
- ❖ Camp Verde Cuts, 434 S. Main St., Ste. 4, Camp Verde
- ❖ Central Supply and Metal Company, Phoenix
- ❖ Clear Creek Village Store, 4483 E. SR 260, Camp Verde
- ❖ Dugan Homemade Ice Cream, Camp Verde
- ❖ Hooligan Hill Tattooing, 891 Howard's Road, Camp Verde
- ❖ Markham Contracting, Rimrock
- ❖ MFC Electrical Contracting, Phoenix
- ❖ Mickle's Custom Homes, Inc., Cottonwood
- ❖ Mission Artisan Remodeling, Clarkdale
- ❖ Planet Video, 522 W. Finnie Flat Road, Ste. G-1, Camp Verde
- ❖ Shelly's Salon, 141 Silver Bugle Dr., Camp Verde

**Purpose and Background Information:**

Several Council members have inquired as to how they could recognize our businesses. Though new license information is included in your monthly reports, staff felt that the Special Announcements & Presentations section of the agenda offers an excellent opportunity to provide Council members and the public with information on new businesses in a more public setting.

During the second meeting of each month, the Clerk's Office will prepare a New Business License Report for the previous month. The report will provide pertinent information to the public, as well as give Council the opportunity to welcome new businesses and of course, your appreciation to our established businesses.

**Recommendation (Suggested Motion):**

Welcome the new businesses.

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

**Finance Director Comments/Fund:** N/A

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

**Attorney Comments:** N/A

**Submitting Department:** Clerk's Office

**Contact Person:** Debbie Barber, Town Clerk

**Action Report prepared by:** D. Barber

## Query 1

NAME OF BUSINESS	Physical Address	City/Town	Phone #'s	Type of business	Mon/date opened
Arizona Commercial Signs	4018 E. Winslow	Phoenix	480-921-9900	Commercial Signage	July 2010
Camp Verde Cuts	434 S. Main St., Ste 4	CV	567-6860	Retail	July 2010
Central Supply and Metal Company	1425 E. Washington	Phoenix	602-258-9601	Sheet Metal	July 2010
Dugan Homemade Ice Cream	Mobile/varies	CV	567-4264	Retail	July 2010
Hooligan Hill Tattooing	891 Howard Rd	Camp Verde	928-864-8358	Tattooing	July 2010
Markham Contracting	22820 N. 19th Ave	Phoenix	623-896-9100	Contractor	July 2010
MFC Electrical Contracting LLC	4895 E. Mulberry Ct	Rimrock	928-399-9753	Contractor	July 2010
Mickie's Custom Homes Inc.	1337 S. Palisade Dr	Cottonwood	634-8483	Contractor	July 2010
Mission Artisans Remodeling	460 Geary Hts	Clarkdale	649-1552	Contractor	July 2010
Planet Video	522 W. Finnie Flat Rd, St	CV	567-6887	Retail	July 2010
Shelly's Salon	141 Silver Bugle Dr	CV	300-3130	Hair Salon	July 2010
Terr. N. Spriggs dba Clear Creek Village Store	4483 E. Hwy 260	CV	567-3879	Retail	July 2010



**TOWN OF CAMP VERDE  
Agenda Action Form**

**Meeting Date:** 08-18-2010

**Meeting Type:** Regular Session

**Consent Agenda**      **Regular Business**

**Reference Document:** Application for Special Event Liquor License Application

**Agenda Title (be exact):**

Discussion, consideration and possible approval of a special event liquor license for the Verde Valley Mounted Sheriff's Posse for the Annual Fort Verde Days that is scheduled for October 8<sup>th</sup> and 9<sup>th</sup>, 2010.

**Purpose and Background Information:**

The Verde Valley Mounted Sheriff's Posse is working with Camp Verde Promotions for the Annual Fort Verde Days Celebration to be held on October 8<sup>th</sup> and 9<sup>th</sup>.

**Recommendation (Suggested Motion):**

Approved the special event liquor license for the Verde Valley Mounted Sheriff's Posse for the Annual Fort Verde Day Celebration that is scheduled for October 8<sup>th</sup> and 9<sup>th</sup>, 2010

OR

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

**Finance Director Comments/Fund:** N/A

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

**Attorney Comments:** N/A

**Submitting Department:** N/A

**Contact Person:** Deborah Barber

**Action Report prepared by:** Virginia Jones

State of Arizona Department of Liquor Licenses and Control  
800 W. Washington, 5th Floor  
Phoenix, AZ 85007  
www.azliquor.gov  
(602)542-5141

**APPLICATION FOR SPECIAL EVENT LICENSE**

Fee = \$25.00 per day for 1-10 day events only  
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

**NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.**  
PLEASE ALLOW 10 BUSINESS DAYS FOR APPROVAL

**\*\*Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLIC USE ONLY  
LICENSE #

1. Name of Organization: VERDE VALLEY RANGERS MOUNTED SHERIFFS POSSE

2. Non-Profit/I.R.S. Tax Exempt Number: 86-0669881

3. The organization is a: (check one box only)

- Charitable
- Fraternal (must have regular membership and in existence for over 5 years)
- Civic
- Political Party, Ballot Measure, or Campaign Committee
- Religious

4. What is the purpose of this event? FUND RAISER

5. Location of the event: 395 S. MAIN STREET, CAMP VERDE, AZ 86322  
Address of physical location (Not P.O. Box) City County Zip

**Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)**

6. Applicant: CARTER CODY 9/5/1963  
Last First Middle Date of Birth

7. Applicant's Mailing Address: 2077 N. RUSTLER TRAIL, CAMP VERDE, AZ 86322  
Street City State Zip

8. Phone Numbers: (928) 567-6631 (928) 202-9047 (928) 567-2296  
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>10-9-10</u>	<u>FRIDAY</u>	<u>5 PM</u>	<u>11 PM</u>
Day 2:	<u>10-9-10</u>	<u>SATURDAY</u>	<u>11 AM</u>	<u>11 PM</u>
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?  
 YES  NO (attach explanation if yes)

11. This organization has been issued a special event license for 4 days this year, including this event  
(not to exceed 10 days per year).

12. Is the organization using the services of a promoter or other person to manage the event?  YES  NO  
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.  
**THE ORGANIZATION APPLYING MUST RECEIVE 25% OF THE GROSS REVENUES OF THE SPECIAL  
EVENT LIQUOR SALES.**

Name VERDE VALLEY MOUNTED SHERIFF'S POSSE 100%  
Percentage

Address P.O. BOX 2866, CAMP VERDE, AZ 86322

Name \_\_\_\_\_ Percentage

Address \_\_\_\_\_  
(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have  
any questions regarding the law or this application, please contact the Arizona State Department of Liquor  
Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.  
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?  
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

     # Police  Fencing  
3-5 # Security personnel  Barriers

WRIST BANDS TO BE USED TO ID CUSTOMERS 21 YRS  
OR OLDER - FENCED AREA - SECURITY PERSONNEL AT  
GATE & PATROLLING AREA

16. Is there an existing liquor license at the location where the special event is being held?  YES  NO  
If yes, does the existing business agree to suspend their liquor license during the time  
period, and in the area in which the special event license will be in use?  YES  NO

**(ATTACH COPY OF AGREEMENT)**

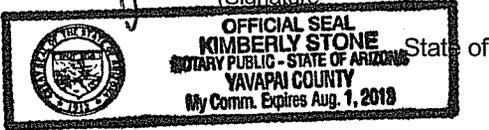
\_\_\_\_\_  
Name of Business ( ) \_\_\_\_\_  
Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors  
under the provisions of your license. The following page is to be used to prepare a diagram of your special  
event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control  
measures and security positions.

**THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1**

18. I, CODY CARTER declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X [Signature] CHAIRPERSON 8-3-10 928-567-2296  
 (Signature) (Title/Position) (Date) (Phone #)



ARIZONA County of Yavapai  
 The foregoing instrument was acknowledged before me this

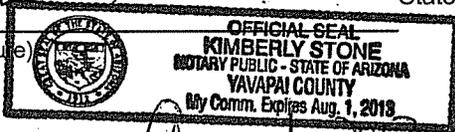
3 Aug. 2010  
 Day Month Year

My Commission expires on: Aug 1, 2013 Kimberly Stone  
 (Date) (Signature of NOTARY PUBLIC)

**THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6**

19. I, CODY CARTER declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X [Signature] State of ARIZONA County of Yavapai  
 (Signature) The foregoing instrument was acknowledged before me this



3 Aug 2010  
 Day Month Year

My commission expires on: Aug 1, 2013 Kimberly Stone  
 (Date) (Signature of NOTARY PUBLIC)

**You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.**

**LOCAL GOVERNING BODY APPROVAL SECTION**

20. I, \_\_\_\_\_ hereby recommend this special event application  
 (Government Official) (Title)  
 on behalf of \_\_\_\_\_  
 (City, Town or County) (Signature of OFFICIAL) (Date)

**FOR DLLC DEPARTMENT USE ONLY**

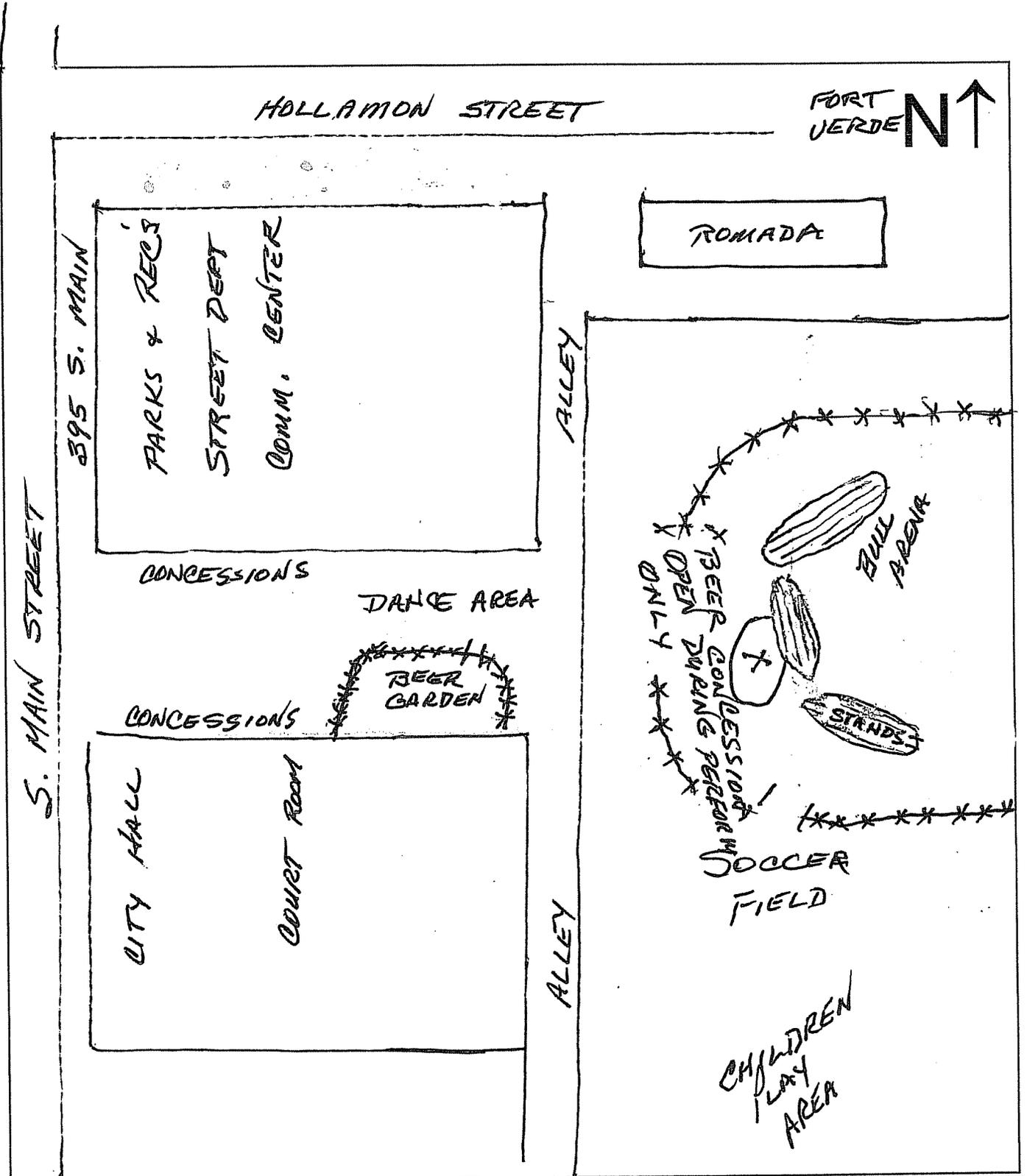
Department Comment Section:

\_\_\_\_\_  
 (Employee) (Date)

APPROVED  DISAPPROVED BY: \_\_\_\_\_  
 \_\_\_\_\_  
 (Title) (Date)

**SPECIAL EVENT LICENSED PREMISES DIAGRAM**  
(This diagram must be completed with this application)

Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)  
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



FORT VERDE DAYS



**TOWN OF CAMP VERDE  
Agenda Action Form**

Meeting Date: August 18, 2010

Meeting Type: Regular Session

Consent Agenda     Regular Business

**Agenda Title:** Discussion, reconsideration and possible selection of one of the options below and direction to staff relative to a possible 1-year agreement extension for Sedona Recycles, Inc (SRI) to continue to provide recycling services for the bins located near the Heritage Pool.

**Option #1:**

Sedona Recycles would bill the Town of Camp Verde for recycling services as follows:

- All 9-cubic yard bins that are used to collect cardboard, paper and mixed material would be charged at a rate of \$15 per pick up.
- The glass trailer would be serviced at a rate of \$60 per pick up.
- Estimated one-year cost of proposal A: \$4,650

Based on the last six months of service, the average monthly rate would be approximately \$387.50 per month.

**Option#2:**

According to Sedona Recycles, the Town of Camp Verde purchased a flat-bed trailer with bins in 1999 from Sedona Recycles that they used to collect recyclable materials that the Town then delivered to our facility. In 2005, the Town contracted with Sedona Recycles to pull the trailer to our facility to unload material and then bring the trailer back to the recycling site. In 2008, Sedona Recycles purchased all new collection equipment and, with the agreement of the Mayor and Town Council, the Camp Verde trailer was put into circulation with the twelve other Sedona Recycles trailers used to collect glass.

Sedona Recycles would bill the Town of Camp Verde for recycling services as follows:

- Sedona Recycles would service the site at the Heritage Pool free of charge for six months in exchange for ownership of the Town of Camp Verde's 12-bin trailer.
- At the end of the six month period we would begin charging the town as detailed in option 1 (above).
- Estimated one-year cost of proposal B: \$2,325.

**Option #3:**

Choose not to enter into an agreement for an additional year.

(Staff Resource: Russ Martin)

**Purpose and Background Information**

Jill McCutcheon, Executive Director for SRI submitted options 1 or 2 above. Staff is seeking council's decision and direction with respect to the following:

- a. Selection of one of the aforementioned options; and
- b. Possible extension of the agreement with SRI for 1 year through August 15, 2011. The current agreement with the Town of Camp Verde will expire on August 15, 2010.

According to Maintenance Foreman Mike Dumas, the Town staff does not have any equipment available to haul the mower and grass catcher, at the same time. If the Town retained the aforementioned flat-bed then the parks maintenance staff could utilize the flat-bed to haul both the mower and grass catcher simultaneously; garnering labor, equipment and fuel savings.

Please see attached May 2010 recyclable collections data relative to both recycling sites (near the Heritage pool and the Outpost Mall).

**Recommendation:**

**Council's pleasure with respect to:**

1. Selection of one of the options above; and
2. Direction to the staff relative to a 1-year agreement extension for Sedona Recycles, Inc (SRI) to

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

***Finance Director Comments:***

\$7,200 (\$600 x 12) was budgeted in FY 10/11

An amount would need to be budgeted in FY 11/12 (for the months of July and August) if Council approved a 1 year agreement through August 2011.

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

**Attorney Comments:**

***Submitting Department: Administration***

***Action Report prepared by: C. Brown***

***Contact Person: Russ Martin***

TOWN OF CAMP VERDE MAY 2010

OUTPOST MALL

MATERIAL	OCC	ONP	MIX	GLASS	TOTALS
# BINS SERVICED	52	8	24	2	86
POUNDS	11,850	16,070	7,970	13,652	49,542
TONS	5.93	8.04	3.99	6.83	24.79

CAMP VERDE HIGH SCHOOL

MATERIAL	Old Corrugated Containers OCC	Old News= Papers ONP	MIX	GLASS	TOTALS
# BINS SERVICED	14	4	5	0	23
POUNDS	3,660	5,210	1,930	0	10,800
TONS	1.83	2.61	0.97	0.00	5.41



**TOWN OF CAMP VERDE  
Agenda Action Form**

Meeting Date: August 18, 2010

Meeting Type: Regular Session

Consent Agenda     Regular Business

Reference Document: Facility Rental Rules and Regulations

Agenda Title (be exact):

Discussion, consideration, and possible approval of Town of Camp Verde Facility Rental Rules and Regulations.

Purpose and Background Information:

It was recently discovered that Parks & Recreation have been using these rules and regulations as our guideline for our facility rentals for approximately 10 years and that they have never been adopted by Council. The Facility Rules and Regulations are the guidelines and would be handed out to the public who wish to rent Town facilities. Many of the rules and regulations are taken from our Town Code and Ordenances.

Recommendation (Suggested Motion):

1. Move to approve Town of Camp Verde Facility Rental Rules and Regulations.

Finance Review:  Budgeted     Unbudgeted     N/A

Finance Director Comments/Fund: N/A

Attorney Review:     Yes     No     N/A

Attorney Comments: N/A

Submitting Department: Public Works Department

Contact Person: Ron Long

Action Report prepared by: L. Moore

**Town of Camp Verde  
Facility Rental Rules and Regulations**

**I. APPLICATION - PRIORITIES**

- a) The primary use of municipal public recreation buildings and facilities is for activities of a constructive recreational nature, organized and conducted by the Parks & Recreation Department.
- b) Town of Camp Verde activities and meetings will have priority use of the facilities over other applications for the facility space. When conflict occurs, facility use permits held by non-sponsored groups or persons may be cancelled as authorized by the Public Works Director.
- c) The Parks & Recreation Department reserves the right to cancel or suspend any and all events with little or no notification in the case of inclement weather, unsafe conditions or damage to the facilities or fields as well as but not limited to, repair and maintenance.
- d) The use of the building or facility shall not be granted when, as determined by the Public Works Director, such use of building or facility is not in the best interest of the Town.
- e) Application shall be issued to responsible adults (21 yrs. of age) only; who shall be in attendance when application is made.
- f) Payment for the entire reservation cost plus the entire amount of deposit shall accompany the facility reservation permit. Payments must be in the Parks & Recreation office at the time of signing permit.
- g) Continuous use of facilities by clubs or enterprises shall be permitted through a facilities agreement, which may be re-issued annually by the Town Council. No permit shall exceed a three-year period of time.

**II. APPROVAL/ REVOCATION- RULES OF CONDUCT FOR ACTIVITIES**

- a) All activities are required to be under competent adult supervision and assuming full responsibility for any damages to facilities or equipment. If a Parks & Recreation employee is on duty, he/she shall exercise authority over the permit holder or its activities.
- b) Cancellations must be made forty-eight (48) hours prior to the date of use, or the permit holder may be held responsible for all charges at the discretion of the Public Works Director.
- c) No apparatus (scenery, etc.), furniture or equipment shall be moved into a Parks & Recreation facility unless special permission is granted in advance and shall be removed from the facility promptly after use.
- d) For some uses, depending on the risk level, the Permit Holder must provide a certificate of insurance for General Liability insurance of at least \$1,000,000.00 per occurrence and \$2,000,000 aggregate against claims for bodily injury, death and property damage, or as required by Town policy, and names the Town of Camp Verde, AZ as an Additional Insured in connection with the use Town facilities and parks.
- e) Facilities and public parks must be vacated by 10:00 p.m. unless permission is granted specifically in the permit. It is the responsibility of the Permit Holder to assure that this policy is administered. Event shall be concluded on time to provide for cleanup and clearance of the facility as stated in the permit.

- f) The permit holder will be responsible for the clean up of all debris or trash and securing all debris, waste or trash in provided receptacles before leaving the area. The failure to comply with this may result in the loss of your deposit.
- g) The use of tobacco in any facility in any form is prohibited.
- h) The use of alcohol in any facility or public park is prohibited.**
- i) Glass beverage containers are not permitted in any facility or public park.
- j) BBQ's are not allowed under the Ramadas.
- k) Amplified music without authorization is prohibited. The Camp Verde Noise Ordinance is strictly enforced.
- l) No overnight camping.
- m) All statutes and ordinances of the Federal, State, County and Town shall be obeyed.
- n) Control of lights, keys, locks, locking of doors, gates, etc. will be the responsibility of the permit holder. Doors and gates left unlocked or lights left on could result in the loss of your deposit.
- o) Use of facility shall not include business or commercial activities, except by special agreement with the Public Works Department.

### III. CLASSIFICATIONS

**Class A** – Town co-sponsored, Youth Sports, Non-Profit Groups, Churches, Schools and Civic Groups. Community members using the gym whose purpose is clearly for recreational use.

**Class B** – Individuals and groups using facilities whose purpose is clearly of a not for profit nature.

**Class C** – Profit making individuals, groups or organizations using facilities for raising money or whose purpose is clearly of a profit making status.



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

**Meeting Date:** August 18, 2010

**Meeting Type:** Regular Session

**Consent Agenda**     **Regular Business**

**Reference Document:**

**Agenda Title (be exact):**

Presentation, followed by possible discussion relative to the sales tax incentive agreement with Steve Coury for the period of July 1, 2007 through June 30, 2010.

**Purpose and Background Information:**

As required in ARS 9-500.11G, "A city or town shall present a status report of the revenues and expenditures associated with the tax incentive every two years for the duration of the agreement in a public meeting. The sales tax incentive agreement with Steve Coury was initiated in March 2005. The first report was given to Council on February 6, 2008 and contained the information for the period of March 2005 through June 30, 2007. There is no documentation that the report for the period of July 1, 2007 through June 30, 2009 was presented to Council. Therefore, the attached report contains the information for the period of July 1, 2007 through June 30, 2010.

In the future, the reports will be given to Council on a bi-annual basis every even numbered year; the next report is anticipated to be given to Council in July 2012.

For the period of July 1, 2007 through June 30, 2010, a total of \$562,304.43 in sales tax revenues were collected due to the agreement with and annexation of the Steve Coury Buick, Pontiac, GMC and Steve Coury Ford, Lincoln, Mercury dealerships. In accordance with the agreement, 1/2 of the sales tax collected from the dealerships as well as one hundred percent (100%) of the rental tax collected was rebated to Steve Coury in the amount of \$297,129.98. Through this agreement, the Town has generated an increase in net sales tax of \$265,174.45 that would not have otherwise been collected.

**Recommendation (Suggested Motion):**

There is no action required by Council.

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

**Finance Director Comments/Fund:**

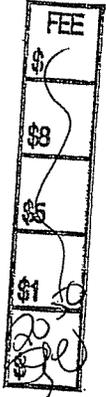
**Attorney Review:**     **Yes**     **No**     **N/A**

**Attorney Comments:**

**Submitting Department:** Finance Department

**Contact Person:** Lisa Elliott, Senior Accountant

**Action Report Prepared By:** Lisa Elliott, Senior Accountant



**When recorded, return to:**

Town of Camp Verde  
PO Box 710  
Camp Verde, AZ 86322

3828279 BK 4239 PG 617  
Yavapai County, Arizona  
Ana Wayman-Trujillo, Recorder  
03/07/2005 10:46A PAGE 1 OF 38  
TOWN OF CAMP VERDE  
RECORDING FEE 19.50  
SURCHARGE 0.00  
POSTAGE 1.00

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**Caption Heading: Resolution 2005-631 Annexation and Development Agreement**



**RESOLUTION 2005-631  
DEVELOPMENT AGREEMENT WITH COURYS**

**A RESOLUTION OF THE TOWN OF CAMP VERDE  
APPROVING THE DEVELOPMENT AGREEMENT  
BETWEEN THE TOWN AND COURY FOR THE PROPOSED ANNEXATION,  
ZONING, AND DEVELOPMENT OF PROPERTY ALONG SR 260, AND  
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.**

**RECITALS:**

- A. The Town has the authority to enter into development agreements pursuant to ARS §9-500.05.
- B. It is determined in the best interest of the Town that it enters into the development agreement with the Courys for the proposed annexation, zoning and development of their property located along State Route 260.

**NOW THEREFORE, BE IT RESOLVED:**

1. That the development agreement between the Town and the Courys with the effective date of February 25, 2005 is approved.
2. That the Mayor is authorized to execute the agreement for and on behalf of the Town.

Passed and adopted this 25<sup>th</sup> day of February 2005.

  
\_\_\_\_\_  
Mitch Dickinson, Mayor

Date: Feb 25, 2005

Attest:

  
\_\_\_\_\_  
Deborah Barber, Town Clerk

Approved as to form:

  
\_\_\_\_\_  
Town Attorney

When recorded, return to:

Debbie Barber, Town Clerk  
and Bill Lee, Town Manager  
The Town of Camp Verde  
P.O. Box 710  
473 S. Main St.  
Camp Verde, AZ

## ANNEXATION AND DEVELOPMENT AGREEMENT

**THIS ANNEXATION AND DEVELOPMENT AGREEMENT** (this "Agreement") is entered into this 26 day of FEBRUARY, 2005 (the "Effective Date"), by and between the **Town of Camp Verde**, an Arizona municipal corporation (the "Town"), **Steven C. Coury**, a married man dealing with his sole and separate property and **Julie Ann Coury**, a married woman dealing with her sole and separate property (Steven C. Coury and Julie Ann Coury shall be referred to herein as the "Owner"). The Town and Owner are sometimes referred to herein collectively as the "Parties" or individually as a "Party".

### RECITALS

**A. WHEREAS, Steven C. Coury and Julie Ann Coury** separately own two parcels of real property comprising a total acreage of 25 acres (the "Property") located in an unincorporated area of Yavapai County, which is legally described in **Exhibit A**, which is attached hereto and incorporated herein by reference. Steven C. Coury owns and operates an automobile dealership under the name of "Steve Coury Buick/Pontiac/GMC Truck" (the "Dealership") on seven (7) acres of the Property; and

**B. WHEREAS, The Dealership** has made a significant investment on advertising over the past several years to create an image with the consumer that one of the key advantages to purchasing a vehicle at the Dealership is that the purchaser will not pay city sales tax. By agreeing to be annexed into the Town, the Dealership will lose the investment the Dealership has made in advertising the sales tax advantages of purchasing a vehicle at the Dealership and will lose the competitive advantage with the Dealership's customers and competitors that the lack of a city sales tax gives the Dealership. Owner is willing to forego the economic advantage that the lack of a city sales tax gives the Owner by agreeing to permit the Property to be annexed into the Town, in consideration of, and in return for the Town providing Owner certain Economic Incentives for the existing Dealership, as well as for any new development opportunities Owner may bring to the Property and the Town during the term of this Agreement. It is the intent of the Town that the Economic Incentives compensate Owner for a portion of the losses they will incur upon the annexation of the Property into the Town; and

C. **WHEREAS**, the Parties agree that the current and future development of the Property, as well as the annexation of the 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 Property; and

D. **WHEREAS**, the Parties intend that this annexation, the current development of the Property and the proposed future development of the Property will be consistent with and complementary to the Camp Verde General Plan (the "**General Plan**"); and

E. **WHEREAS**, the Parties desire that the Property be annexed into the corporate limits of the Town and be developed as an integral part of the Town; and

F. **WHEREAS**, an annexation proposal has been filed with Yavapai County and meetings and hearing have been held and are being scheduled in connection with the annexation of the Property into the Town; and

G. **WHEREAS**, the current zoning of the Property under the Yavapai County zoning ordinance is M1-10A. The Owner has requested C3-2A zoning on the property. The Town agrees that C3-2A zoning is appropriate for the Property and that current development is consistent with C3-2A zoning. The Parties further agree that C3-2A zoning is the most appropriate land use designation for the future development of this Property under the terms of this Agreement because it establishes proper land use regulations and sets forth densities and intensities appropriate to support commercial and automotive based retail uses, in context to the location and topography of the 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

H. **WHEREAS**, one of the Owners has already developed a portion of the Property for automotive based retail uses and the Town is desirous of annexing the Property to increase the tax revenues to the Town arising from and related to the current automotive related uses; and

I. **WHEREAS**, the Owner intends to develop the Property on the remainder of the Property for additional commercial and automotive based retail uses but desires to develop the Property within the Town in order to ensure adequate and dependable public services to the Property. The Town wishes to annex the Property to exercise proper oversight of the Property as well as the future development of the public infrastructure and municipal services in the Town's long range planning area; and

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

**K. WHEREAS**, the Town also has determined that encouraging the development of the 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) possibly providing for the construction of the Public Improvements; (ii) providing for development of the Property consistent with the Town's General Plan; (iii) increasing tax revenues to the Town arising from or relating to the existing and future improvements to be developed on the Property; (iv) creating new jobs and otherwise enhancing the economic welfare of the residents of the Town; and,

**L. 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 the annexation, proper municipal zoning designation and development of the Property by providing for, among other things: (i) conditions, terms restrictions and requirements for the annexation of the Property by the Town; (ii) the permitted uses for the Property; (iii) the density and intensity of such uses; and (iv) other matters related to the development of the Property; and the terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement; and,

**M. 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 use and development of the Property for commercial and automotive based retail uses. The Agreement is intended to create incentives to the Owner to bring commercial opportunities to the Property, which might result in its full development as an integrated 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 Property. The Parties realize that without the benefits offered to the Owner through this Agreement that the development of this 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 Property.

**1.3 Property.** On the date this Agreement is entered into by the Parties, the Property consists of two parcels of real property; (i) the existing developed parcel, which is approximately seven (7) acres in size (the "**Developed Parcel**"), on which the existing auto dealership is located; and (ii) undeveloped parcels, which collectively are approximately eighteen (18) acres in size (the "**Undeveloped Parcel**"), along with rights-of-way and streets appurtenant thereto. See Map of Property attached hereto as **Exhibit B-1**. The Parties intend, and the objective of this Agreement is to achieve, the annexation and future development of the 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 preserve and enhance the existing automobile dealership, (B) to encourage the future and full development of the Property, and (C) to facilitate the construction of new commercial development and Public Infrastructure on and around the Property, within the corporate boundaries of 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 Property. The Owner may acquire a similar amount of acreage adjacent to or in the vicinity of the 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 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** of this Agreement.

**1.4 Economic Incentives.** To carryout the objective of this Agreement, **Section 7.1** and the Schedule of Performance attached hereto as **Exhibit B** of this Agreement establish time periods in which: (1) the Owner may actively pursue new commercial and automotive retail based development opportunities for the Property, and (2) the Owner will receive the Economic Incentives from the Town as consideration for Owner agreeing to be annexed into the Town and to reimburse Owner for the risk and investment made in the new commercial and automotive based retail development and any private and Public Improvements.

**1.5 Scope.** This Agreement is intended to encourage and incentivize the Owner to agree to be annexed into the Town and once annexed, to develop the undeveloped portions of the Property for the benefit of the Owner and the Town. This Agreement and the Schedule of Performance, set forth in Exhibit B, are intended to establish goals and incentives for Owner to attempt to achieve in return for the Economic Incentive benefits offered by the Town. The Agreement and Schedule of benefits are not intended to: (i) mandate any additional performance or future development of the Property by the Owner; (ii) penalize Owner for failure to develop within the timelines set forth on the Schedule of Performance, except to authorize the Town to withhold the applicable economic benefit if the Owner fails to bring development to the Property within the timelines set forth on the Schedule of Performance; (iii) limit the Owner's ability to

receive an Economic Incentive vested pursuant to the terms of this Agreement; or (iv) mandate or limit the number of developments that may be placed on the Property.

## 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 M**, 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 **"Annexation and Zoning Ordinance"** is defined in **Section 3.1**.
- 2.3 **"Annexation Date"** is the date the Town Council adopts the ordinance annexing the Property, but only if the ordinance becomes final after the annexation of thirty days from the adoption of said ordinance pursuant to A.R.S. § 9-471(D).
- 2.4 **"Applicable Laws"** is defined in **Section 3.8**.
- 2.5 **"A.R.S."** means the Arizona Revised Statutes as now or hereafter enacted or amended.
- 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 Property or phase thereof is completed in conformance with this Agreement and accepted by the Town.
- 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.
- 2.8 **"Completion of Construction"** means: (i) the date on which final Certificate of Occupancy has been issued by the Town for any commercial development on the 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.

- 2.9 **“Conceptual Plan”** is defined in **Section 3.4.**
- 2.10 **“Current”** as it exists as of the Effective Date of the Agreement.
- 2.11 **“Default”** is defined in **Section 9.1.**
- 2.12 **“Developed Parcel”** is defined in **Section 1.3.**
- 2.13 **“Development”** means and refers to the development of a multi-phased commercial development the Parties envision being developed and constructed on the Property. The different phases of the Property envisioned by the Parties at the time this Agreement is executed are divided into the following phases:
- (i) The existing Steve Coury Buick/Pontiac Dealership facility (the **“Existing Dealership Phase”**).
  - (ii) The development of future additional commercial and automobile related retail facilities with related site development (the **“Future Commercial Development Phase”**).
- 2.14 **“Economic Incentive”** is defined in **Section 7.1**
- 2.15 **“Effective Date”** means the date on which the last Party executes this Agreement, as set forth above. The Effective Date shall be no less than thirty (30) days from the date upon which this Agreement has been adopted and approved by ordinance by the Town Council, and shall not occur before the annexation of the Property by the Town has been completed.
- 2.16 **“Improvements”** means any and all improvements that may be constructed within or adjacent to the Property.
- 2.17 **“Improvement District”** means and refers to the district created to finance the design and construction of the public road improvements, public utilities and other onsite and offsite public infrastructure development.
- 2.18 **“Monthly ADR Tax Report”** is defined in **Section 7.2.2.**
- 2.19 **“New Property”** is defined in **Section 1.3.**
- 2.20 **“Owner”** is defined in the Introductory Paragraph on page 1 and includes any successor thereto.
- 2.21 **“Owner’s Representative”** is defined in **Section 5.3.**

- 2.22 “Party” or “Parties” is designated on the first page of this Agreement.
- 2.23 “Property” is defined in **Recital A**.
- 2.24 “Public Improvements” is defined in **Article VI**.
- 2.25 “Public Use Assessment” is defined in **Section 6.8** of this Agreement.
- 2.26 “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 and any increase or decrease of such tax during the term of this Agreement imposed on and actually received by the Town during the Rebate Period.
- 2.27 “Sales Tax Rebate” is defined in **Section 7.1.1**.
- 2.28 “Special Fund” is defined in **Section 7.2.2**.
- 2.29 “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.
- 2.30 “Specific Plan of Development” is defined in **Section 3.4**.
- 2.31 “Taxable Activities” is defined in **Section 7.1.1**.
- 2.32 “Term” is defined in **Section 7.4**.
- 2.33 “Undeveloped Parcel” is defined in **Section 1.3**.

### ARTICLE III ANNEXATION AND DEVELOPMENT PLANNING

3.1 **Annexation.** The Owner hereby agrees to execute the Town’s annexation petition for the Property within one month of the Effective Date of this Agreement. Upon receipt of the Annexation Petition, the Town agrees to comply with the provisions of A.R.S. § 9-471 *et seq.* and, if determined to be in the best interest of the Town, adopt the final ordinance annexing the Property into the corporate limits of the Town. The Town’s annexation ordinance (“**Annexation and Zoning Ordinance**”) shall adopt a zoning classification pursuant to **Section 3.2**, below. The final annexation ordinance shall contain a provision providing to the Owner the unilateral right, but not the obligation to call for the immediate rescission of the annexation ordinance by the Town if: (i) a referendum against the Town challenging the validity of the annexation, the C3-2A zoning designation or this Agreement passes the voters of the Town; (ii) the Town does not grant C3-2A zoning to the Property at the time of the adoption of

the annexation ordinance; or (iii) any Party succeeds in litigation challenging the annexation, the C3-2A zoning designation or this Agreement. The Town expressly acknowledges and agrees that the annexation petition and this Agreement will have been executed and delivered to the Town contingent on the Town's adoption of the ordinance described in the preceding sentence, including the rescission provisions. In addition to the foregoing, in the event the Town has not adopted an ordinance annexing and zoning the Property, as provided herein, on or before June 12, 2005, the Owner may elect to terminate this Agreement by withdrawing any petition(s) for annexation of the Property that may be pending by giving written notice thereof to the Town.

- 3.2 **Zoning.** Concurrently with the approval of the final ordinance annexing the Property into the corporate limits of the Town, pursuant to A.R.S. § 9-471(L), the Town shall adopt zoning classifications which permit densities and uses no greater than those permitted by Yavapai County immediately preceding the annexation. The current zoning of the Property under the Yavapai County zoning ordinance is M1-10A. The Town has previously held public meetings on a Zoning Amendment and has fully complied with all other requirements of A.R.S. § 9-462.04 necessary to adopt municipal zoning upon annexation of the Property, as provided in the Annexation and Zoning Ordinance. After the Annexation and Zoning Ordinance have become final under A.R.S. § 9-471(D), the Property shall be zoned C3-2A, the equivalent Town zoning to the current County zoning.
- 3.3 **General Plan Amendment.** The Town has complied with the provisions of A.R.S. § 9-461.06 regarding an amendment to the General Plan ("**General Plan Amendment**") that includes the Property and zoning for C3-2A. Should the Town fail to adopt the General Plan Amendment concurrently or prior to the adoption of the Annexation and Zoning Ordinance, this Agreement shall not become effective and neither Party shall have any obligations under this Agreement. Nothing in this Section is intended to limit the discretion of the Town in reviewing, adopting or declining to adopt the General Plan Amendment.
- 3.4 **Conceptual Plan.** The Owner's conceptual plan for the development of the Property includes continuing the existing automobile based retail use located on the Developed Parcel and developing additional commercial opportunities on the Undeveloped Parcels, and in return the Owner will receive Economic Incentives from the Town based on the Schedule of Performance for additional development.
- 3.5 **Specific Plan of Development.** Upon the Owner's procurement of appropriate commercial development opportunities for all or any portion of the Property, the Owner shall submit to the Town a proposed "**Specific Plan of Development**" for the 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 Property upon approval of by the Town.

**3.6**        **Commercial Subdivision.** Upon the Owner's procurement of an appropriate commercial development opportunity for the Property, the Owner shall submit to the Town a preliminary plat and supplemental materials for the subdivision of the 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 Property, such final plat to be recorded in the official records of Yavapai County, Arizona, prior to the Commencement of Construction of the Property or any phase thereof.

**3.7**        **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 commercial development of the Property but that it shall not mandate that Owner actually bring the commercial development to the 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 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.

**3.8**        **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 Property or any phase thereof, at the time of construction. The development of the Property will be subject to the 2003 International Building Codes as adopted by the Town, with local amendments.

**3.8.1**       **Permissible Additions to the Applicable Rules.** Notwithstanding the provisions of **Section 3.8** 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 Property.

**3.8.1.1**     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 3.8**, 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 Property in the manner provided in this Agreement.

- 3.8.1.2** 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.
- 3.8.1.3** 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 or 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 a 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.
- 3.8.1.4** 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.
- 3.8.1.5** 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. **Non-Conforming Uses.** As of the Effective Date of this Agreement, all legally commenced uses, all existing buildings, and all other structures existing on the Property shall be deemed to be legally nonconforming uses (sometimes referred to as "**grandfathered uses**") and shall be entitled to all rights granted to nonconforming uses under all Applicable Laws. The current and future owners of the Property shall be fully entitled to and shall enjoy said nonconforming rights as to all such zoning, structures, buildings, uses, parking, and all other relevant regulations set forth in Applicable Law. All structures and improvements built after annexation and significant expansions of existing structures as defined in the Town Code must be built to Town Zoning and Code requirements.

4.2 **Rezoning.** At any time during the Term of this Agreement, if a Town approved Specific Plan of Development demonstrates that the Property, or any portion thereof, requires different zoning than is designated for the 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 Property to C3-2A pursuant to the terms of the Town's annexation ordinance, the Town shall not initiate any changes or modifications to the zoning of the Property during the Term of this Agreement, except at the request of the Owner and upon filing of the proper paperwork and fees or as required by Applicable Laws.

4.3 **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 Property. In addition, the Town agrees to waive any building or permit fees for any new buildings constructed on the Property within forty-eight (48) months of the Effective Date of this Agreement, 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 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 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 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 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 Property. The Owner shall also designate a representative ("**Owner's Representative**") who shall serve as a liaison between the Property and the Town. The initial Town Representative shall be Will Wright, Community Development Director, and the initial Owner Representative shall be Steve Coury. 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 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 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.

**6.2 Construction and Phasing.** Any Public Improvements required to support the development of all or any portion of the 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 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 all Public Improvement Costs as the same become due, subject to **Section 6.7** 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 or an Improvement District appropriately formed to conduct or provide such services (the "**Public Improvements**"). At such time as any Public Improvements are completed, then upon written request of Owner, the Town or Improvement District shall accept dedication of such Public Improvements in accordance with Applicable Laws and upon such reasonable and customary conditions as the Town or Improvement District 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 or Improvement District and the Town or Improvement District shall be solely responsible for all subsequent maintenance, replacement or repairs; and (except for matters covered by express warranties provided to the Town or Improvement District), the Town or Improvement District shall bear all risk of loss, damage or failure to such Public Improvements, and shall indemnify the Owner and its affiliates, members, managers, agents and representatives, against any claims arising after the Town or Improvement District's acceptance of the Public

Improvements. Until accepted by the Town or Improvement District, Owner shall bear all risk of loss, damage, or failure to the Public Improvements constructed by the Owner and shall indemnify the Town or Improvement District and its officials, employees and Town Council members or Improvement District Board 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 or Improvement District, but shall not include any negligent or willful acts or omissions of the Town or the Improvement District.

**6.7** **Creation of Improvement District.** When and if the Owner decides to develop all or a portion of the 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 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 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** **Public Use Assessment.** In addition to the foregoing and in consideration for the initial imposition the Property will have at annexation on Town services, the Owner hereby agrees to pay the Town an annual assessment fee of no less than 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.

## ARTICLE VII ECONOMIC INCENTIVES

**7.1** **Incentives to Owner.** The Town has determined that the future development of the 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 or are not disproportionate to the cost associated with these incentives. The Sales Tax Rebates are being offered by the Town as an inducement to Owner to consent to the annexation of the Property into the Town and for the purpose of offsetting Owner's future development and

Public Improvement costs to develop future phases of the Property and in partial consideration of the undertaking of the Owner's obligations under this Agreement. The Developed Parcel Sales Tax Rebate, the Second Dealership Sales Tax Rebate the Undeveloped Parcel Sales Tax Rebate, and the lease or rental of real property sales tax rebate are collectively referred to herein as the "**Sales Tax Rebate**" (also referred to herein as the "**Economic Incentives**"). The Developed Parcel Sales Tax Rebate Period, the Second Dealership Sales Tax Rebate Period and the Undeveloped Parcel Sales Tax Rebate Period are collectively referred to herein as the "**Sales Tax Rebate Period**". 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 Sales Tax Rebate.** The Town shall rebate and pay to Owner fifty percent (50%) of the current two percent (2%) ("**Excise Sales Taxes**") and any increase or decrease of such tax during the term of this Agreement imposed on and actually received by the Town for retail sales activities occurring within the Property (the "**Taxable Activities**") during the Rebate Period, and one hundred percent (100%) of the current two percent (2%) sales tax on the lease or rental of real property imposed on the Property (or any part thereof) and any increase or decrease of such tax during the Rebate Period term of this Agreement, provided that the Owner (as defined herein) has at least a fifty percent (50%) interest in the tenant entity. These rebates shall include:

- **Developed Parcel Sales Tax Rebate.** Fifty Percent (50%) of the current two percent (2%) of any and all Excise Sales Taxes and any increase or decrease of such tax during the term of this Agreement generated on the Developed Parcel and collected by the Town in any fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>), or portion thereof, so long as an auto dealership is operated thereon (the "**Developed Parcel Sales Tax Rebate**"), commencing upon the Town Council's adoption of the annexation ordinance for this Property and continuing for a period of two hundred and forty (240) months thereafter (the "**Developed Parcel Sales Tax Rebate Period**").
- **Second Auto Dealership Sales Tax Rebate.** If, in accordance with the Schedule of Performance, the Owner develops a second auto dealership (the "**Second Dealership**") on all or portion of the Undeveloped Parcel within forty-eight (48) months of the Effective Date of this Agreement, then fifty percent (50%) of the current two percent (2%) of any and all Excise Sales Taxes and any increase or decrease of such tax generated by the Second Dealership and collected by the Town in any fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>) or portion thereof (the "**Second Dealership Sales Tax Rebate**"), commencing upon the Town's issuance of a certificate of occupancy for the Second Dealership and continuing for a period of two hundred and forty (240) months thereafter, so long as an auto dealership is operated thereon (the "**Second Dealership Sales Tax Rebate Period**").

- **Undeveloped Parcel Sales Tax Rebate.** Fifty percent (50%) of the current two percent (2%) of any and all Excise Sales Taxes and any increase or decrease of such tax generated on all or a portion, except as to any portion of the Undeveloped Parcel developed as a Second Dealership, if any, and collected by the Town in any fiscal year (July 1<sup>st</sup> through June 30<sup>th</sup>), or portion thereof (the “**Undeveloped Parcel Sales Tax Rebate**”), commencing upon the Town’s issuance of a Certificate of Occupancy on any development commenced on all or a portion of the Undeveloped Parcel in accordance with the Schedule of Performance, but no later than one hundred twenty (120) months after the Effective Date of this Agreement and continuing for a period not to exceed two hundred and forty (240) months thereafter (the “**Undeveloped Parcel Sales Tax Rebate Period**”).
- **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 within the Property and any increase or decrease of such tax (the “**Sale or Lease of Real Property Tax Rebate**”), commencing upon the Town Council’s adoption of the annexation ordinance and continuing for a period of two hundred forty (240) months thereafter (the “**Sale or Lease of Real Property Tax Rebate Period**”).

**7.1.2 Independence of Economic Incentives.** Owner may independently choose to develop none, all or portions of the Undeveloped Parcel pursuant to the **Exhibit B** Schedule of Performance in order to obtain the economic incentives related thereto. Failure to bring a Second Dealership or to develop any portion does not preclude development of any other portion, nor does it preclude Owner from gaining the benefit of the Economic Incentives set forth herein, except as specifically stated herein. Owner’s failure, inability or decision not to develop all or any portion of the Property shall not constitute a breach or default under this Agreement.

**7.1.3 Identification Change Incentive.** The Owner will incur as the result of annexation of the Property into the Town of Camp Verde certain expenses associated with changing the locational identity of the existing businesses currently occupying the Property. The Town, upon the annexation ordinance for this Property becoming final, pursuant to the provisions of A.R.S. § 9-471(D), will make a one-time incentive payment to the Owner in the amount of ten thousand dollars (\$10,000) to help defray the cost associated with this identification change within ninety (90) days of passage of the Annexation Ordinance.

**7.2 Incentive Obligation of the Town.**

**7.2.1 Incentive Amounts.** The Town hereby agrees to pay the monies generated by the Sales Tax Rebates to Owner in accordance with the terms of this **Section 7** as an Economic Incentive under this Agreement in connection with the annexation of the Property and the future development of the 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 Sales 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 Sales Tax Rebate monies into the Special Fund shall be made after the annexation ordinance for the Property becomes final 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 Property. Subsequent deposits of the Sales 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 applicable Sales Tax Rebate Period.
- (b) **Vesting of the Economic Incentive.** The Economic Incentive for the Developed Parcel shall be deemed to vest to the benefit of the Owner after the annexation ordinance for the Property becomes final 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 the Developed Parcel. The Economic Incentive for that portion or portions of the Undeveloped Parcel that have received a timely Certificate of Occupancy from the Town shall be deemed to vest to the benefit of the Owner 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 Undeveloped Parcel.
- (c) **Payment of Allocated Revenues Received by the Town.** The Town Administrator (or his designee) shall pay the Economic Incentive Payment for each quarter (or partial quarter if applicable) with respect to the 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 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 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 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 annexation ordinance for the Property becomes final. Thereafter, Economic Incentive Payments shall be made by the Town to the Owner within thirty (30) after the end of every calendar quarter until the end of the applicable 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 the Owner's heirs, devisees, assignees, transferees and successors, with respect to the all or portions of the Property to which the applicable Economic Incentives are attributable, provided that any such assignee shall own all or a portion of the 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 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 thirtieth (30<sup>th</sup>) anniversary of the Effective Date (the "Term").

## 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 omission 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.** 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. 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. 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 ("**Default**"); 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, and this Agreement and any Economic Incentives granted pursuant to this Agreement, shall continue in full force and effect with respect to those portions of the 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, and the Owner shall continue to make payments pursuant to **Section 6.8** of this Agreement. 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, and this Agreement and any Economic Incentives granted pursuant to this Agreement, shall continue in full force and effect with respect to those portions of the 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 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  
P.O. Box 710, 473 S. Main Street  
Camp Verde, AZ 86322

If to Owner: Steve Coury Buick Pontiac and GMC Trucks, Inc.  
Attn: Steven C. Coury and Julie Ann Coury  
P.O. Box 1889  
6101 E Coury Drive  
Hwy 260 & Coury Drive  
Cottonwood, AZ 86326

With copies to: Michael J. Phalen  
Fennemore Craig, P.C.  
3003 North Central Avenue, Suite 2600  
Phoenix, Arizona 85012

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, 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.

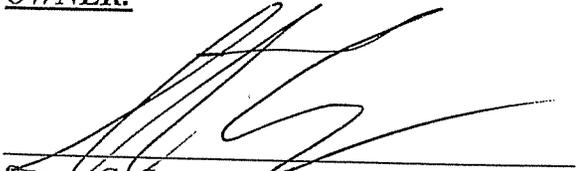
**10.13 Assignment or Notice of Conveyance.** Subject and in addition to the provisions of this Agreement, Owner shall have the right to assign and to collaterally assign all or a portion of Owner's right under this Agreement, including but not limited to Owner's right to receive all or any portion of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

  
\_\_\_\_\_  
Steven C. Coury

  
\_\_\_\_\_  
Julie Ann Coury

THE TOWN:

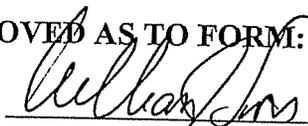
TOWN OF CAMP VERDE, an Arizona  
municipal corporation

By:   
\_\_\_\_\_  
Mayor

**ATTEST:**

By:   
\_\_\_\_\_  
Town Clerk

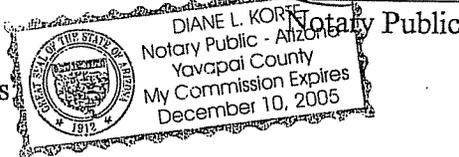
**APPROVED AS TO FORM:**

By:   
\_\_\_\_\_  
Town Attorney

STATE OF ARIZONA )  
 ) ss.  
County of Yavapai )

The foregoing instrument was acknowledged before me this 26 day of February, 2005, by Mitch Dickinson, Mayor of the Town of Camp Verde, who acknowledged that he/she signed the foregoing instrument on behalf of the Town.

*[Handwritten Signature]*



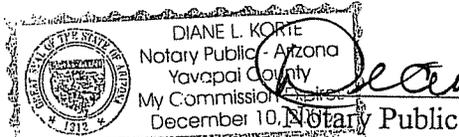
My commission expires

12-10-05

SEAL

STATE OF ARIZONA )  
 ) ss.  
County of Yavapai )

The foregoing instrument was acknowledged before me this 26 day of February, 2005, by Steven C. Coury.



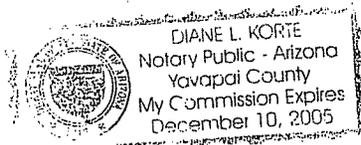
*[Handwritten Signature]*

My commission expires.

SEAL

STATE OF ARIZONA )  
 ) ss.  
County of Yavapai )

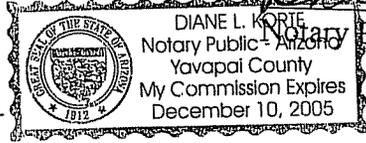
The foregoing instrument was acknowledged before me this 26 day of February, 2005, by Julie Ann Coury.



SEAL

*Diane L. Korte*

My commission expires:  
12-10-05



**EXHIBIT A**  
**PROPERTY LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN THE EAST 1/2 OF SECTION 31, TOWNSHIP 15 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID EAST 1/2, FROM WHICH AN ALUMINUM CAP MARKED "ABCOR ENGINEERING #15858", MARKING THE NORTHWEST

CORNER OF SAID EAST 1/2 BEARS NORTH 00 DEGREES, 05 MINUTES, 20 SECONDS EAST, A DISTANCE OF 5238.54 FEET;

THENCE NORTH 00 DEGREES, 05 MINUTES, 20 SECONDS EAST, ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 1623.03 FEET;

THENCE SOUTH 88 DEGREES, 43 MINUTES, 43 SECONDS EAST, ALONG A NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN BOOK 2481 OF OFFICIAL RECORDS, PAGE 486, RECORDS OF YAVAPAI COUNTY, ARIZONA, A DISTANCE OF 1269.07 FEET;

THENCE NORTH 00 DEGREES, 06 MINUTES, 36 SECONDS EAST, ALONG A WEST LINE OF SAID PARCEL, A DISTANCE OF 1038.67 FEET;

THENCE SOUTH 89 DEGREES, 02 MINUTES, 23 SECONDS EAST, ALONG A NORTH LINE OF LAST SAID PARCEL, A DISTANCE OF 334.63 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 78 DEGREES, 33 MINUTES, 53 SECONDS EAST, A DISTANCE OF 330.03 FEET;

THENCE NORTH 89 DEGREES, 02 MINUTES, 23 SECONDS WEST, ALONG A NORTH LINE OF THE PARCEL DESCRIBED IN BOOK 2025 OF OFFICIAL RECORDS, PAGE 212, RECORDS OF YAVAPAI COUNTY, ARIZONA, A DISTANCE OF 410.03 FEET;

THENCE NORTH 55 DEGREES, 54 MINUTES, 12 SECONDS EAST, ALONG THE CENTERLINE DESCRIBED IN EASEMENT RECORDED IN BOOK 2615 OF OFFICIAL RECORDS, PAGE 976, RECORDS OF YAVAPAI COUNTY, ARIZONA, A DISTANCE OF 104.46 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit A Property legal description

  
\_\_\_\_\_  
Mitch Dolcisen  
For the Town

  
\_\_\_\_\_  
Steven E. Coury

  
\_\_\_\_\_  
Julie A. Coury

PARCEL I: ~~407~~ 090-43

A TRACT OF LAND IN THE EAST HALF OF SECTION 31, TOWNSHIP 15 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 00 DEGREES, 06 MINUTES, 24 SECONDS EAST, 1323.54 FEET (RECORD NORTH 00 DEGREES, 07 MINUTES, 28 SECONDS EAST, 1323.62 FEET) TO A FOUND 1/2 INCH REBAR WITH PLASTIC CAP (RLS 9078) AND THE TRUE POINT OF BEGINNING;

THENCE NORTH 88 DEGREES, 27 MINUTES, 16 SECONDS WEST, 664.66 FEET (RECORD NORTH 88 DEGREES, 27 MINUTES, 14 SECONDS WEST, 664.65 FEET) TO A SET 1/2 INCH REBAR WITH PLASTIC CAP (LS 25384);

THENCE NORTH 00 DEGREES, 06 MINUTES, 50 SECONDS EAST, 658.62 FEET (RECORD NORTH 00 DEGREES, 06 MINUTES, 52 SECONDS EAST, 658.62 FEET) TO A SET 1/2 INCH REBAR WITH PLASTIC CAP (LS 25384);

THENCE NORTH 88 DEGREES, 43 MINUTES, 45 SECONDS WEST, 664.69 FEET (RECORD NORTH 88 DEGREES, 43 MINUTES, 43 SECONDS WEST, 664.68 FEET) TO A 1/2 INCH REBAR WITH PLASTIC CAP (LS 25384);

THENCE NORTH 00 DEGREES, 06 MINUTES, 17 SECONDS EAST, 655.45 FEET (RECORD NORTH 00 DEGREES, 06 MINUTES, 18 SECONDS EAST, 655.44 FEET) TO A FOUND 1/2 INCH REBAR WITH PLASTIC CAP (RLS 9078);

THENCE SOUTH 89 DEGREES, 02 MINUTES, 19 SECONDS EAST, 775.71 FEET (RECORD SOUTH 89 DEGREES, 00 MINUTES, 12 SECONDS EAST, 775.73 FEET) TO A SET 1/2 INCH REBAR WITH PLASTIC CAP (LS 25384);

THENCE ALONG THE WEST RIGHT OF WAY OF HIGHWAY 260 AND A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02 DEGREES, 03 MINUTES, 48 SECONDS, A RADIUS OF 23018.32 FEET (RECORD 23018.32 FEET), A LENGTH OF 828.97 FEET AND A CHORD BEARING SOUTH 34 DEGREES, 39 MINUTES, 15 SECONDS EAST, 828.92 FEET TO A FOUND ARIZONA HIGHWAY DEPARTMENT BRASS CAP STAMPED P.O.C. STA. 476+51.26-1963;

THENCE CONTINUING ALONG THE RIGHT OF WAY AND A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 00 DEGREES, 20 MINUTES, 40 SECONDS, A RADIUS OF 23018.32 FEET (RECORD 23018.32 FEET) A LENGTH OF 138.37 FEET AND A CHORD BEARING SOUTH 35 DEGREES, 51 MINUTES, 29 SECONDS EAST, 138.37 FEET TO A SET 1/2 INCH REBAR WITH PLASTIC CAP (LS 25384);

THENCE SOUTH 00 DEGREES, 09 MINUTES, 59 SECONDS WEST, 539.71 FEET (RECORD SOUTH 00 DEGREES, 07 MINUTES, 26 SECONDS WEST, 539.89 FEET) TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING:

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THENCE NORTH 55 DEGREES, 54 MINUTES, 12 SECONDS EAST, ALONG THE CENTERLINE OF THE EASEMENT DESCRIBED IN BOOK 2615 OF OFFICIAL RECORDS, PAGE 976, RECORDS OF YAVAPAI COUNTY, ARIZONA, A DISTANCE OF 72.55 FEET TO THE TRUE POINT OF BEGINNING;

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THENCE SOUTH 89 DEGREES, 02 MINUTES, 23 SECONDS EAST, ALONG THE NORTH LINE OF LAST SAID PARCEL, A DISTANCE OF 188.22 FEET;

THENCE SOUTH 55 DEGREES, 54 MINUTES, 12 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF 227.57 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit A-1 Property legal description

Mitch Dickinson  
For the town

Steven C Coory  
Julie A Coory

**Exhibit B**

**PROPOSED SCHEDULE OF PERFORMANCE**

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

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

---

**Owner signs annexation petition within thirty (30) days of Effective Date of this Agreement.**

---

**Town provides Developed Parcel Sales Tax Rebate for Developed Parcel Sales Tax Rebate Period and Sale or Lease of Real Property Sales Tax Rebate for the Sale or Lease of Real Property Tax Rebate Period.**

---

**Owner develops Second Dealership on a portion of the Undeveloped Parcel (as depicted on Exhibit B-1) within forty-eight (48) months of the Effective Date of this Agreement.**

---

**Town provides Second Dealership Sales Tax Rebate for the Second Dealership Sales Tax Rebate Period and Sale or Lease of Real Property Sales Tax Rebate for the Sale or Lease of Real Property Tax Rebate Period.**

---

**Owner develops a portion or portions of the Undeveloped Parcel (as depicted on Exhibit B-1) within eighty-four (84) months of the Effective Date of this Agreement.**

---

**Town provides Undeveloped Parcel Sales Tax Rebate for the second portion of the Undeveloped Parcel for the Undeveloped Parcel Sales Tax Rebate Period and Sale or Lease of Real Property Sales Tax Rebate for the Sale or Lease of Real Property Tax Rebate Period.**

---

**Owner develops a portion or portions of the Undeveloped Parcel (as depicted on Exhibit B-1) within one hundred twenty (120) months of the Effective Date of this Agreement.**

---

**Town provides Undeveloped Parcel Sales Tax Rebate for the third portion of the Undeveloped Parcel for the Undeveloped Parcel Sales Tax Rebate Period and Sale or Lease of Real Property Sales Tax Rebate for the Sale or Lease of Real Property Tax Rebate Period.**

---

**Exhibit B-1**

**(Map of Property Depicting Developed Parcel and Undeveloped Parcel)**

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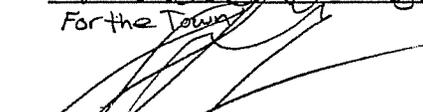
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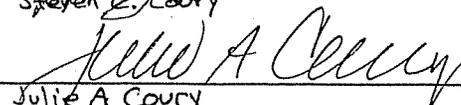
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Exhibit A Property legal description

  
\_\_\_\_\_  
For the Town

  
\_\_\_\_\_  
Steven E. Coury

  
\_\_\_\_\_  
Julie A. Coury

PARCEL I: ~~407~~ 090-43

A TRACT OF LAND IN THE EAST HALF OF SECTION 31, TOWNSHIP 15 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Mitchel D. Johnson  
For the town  
Steven E. Coury  
Julie A. Coury

Exhibit A-1 Property legal description

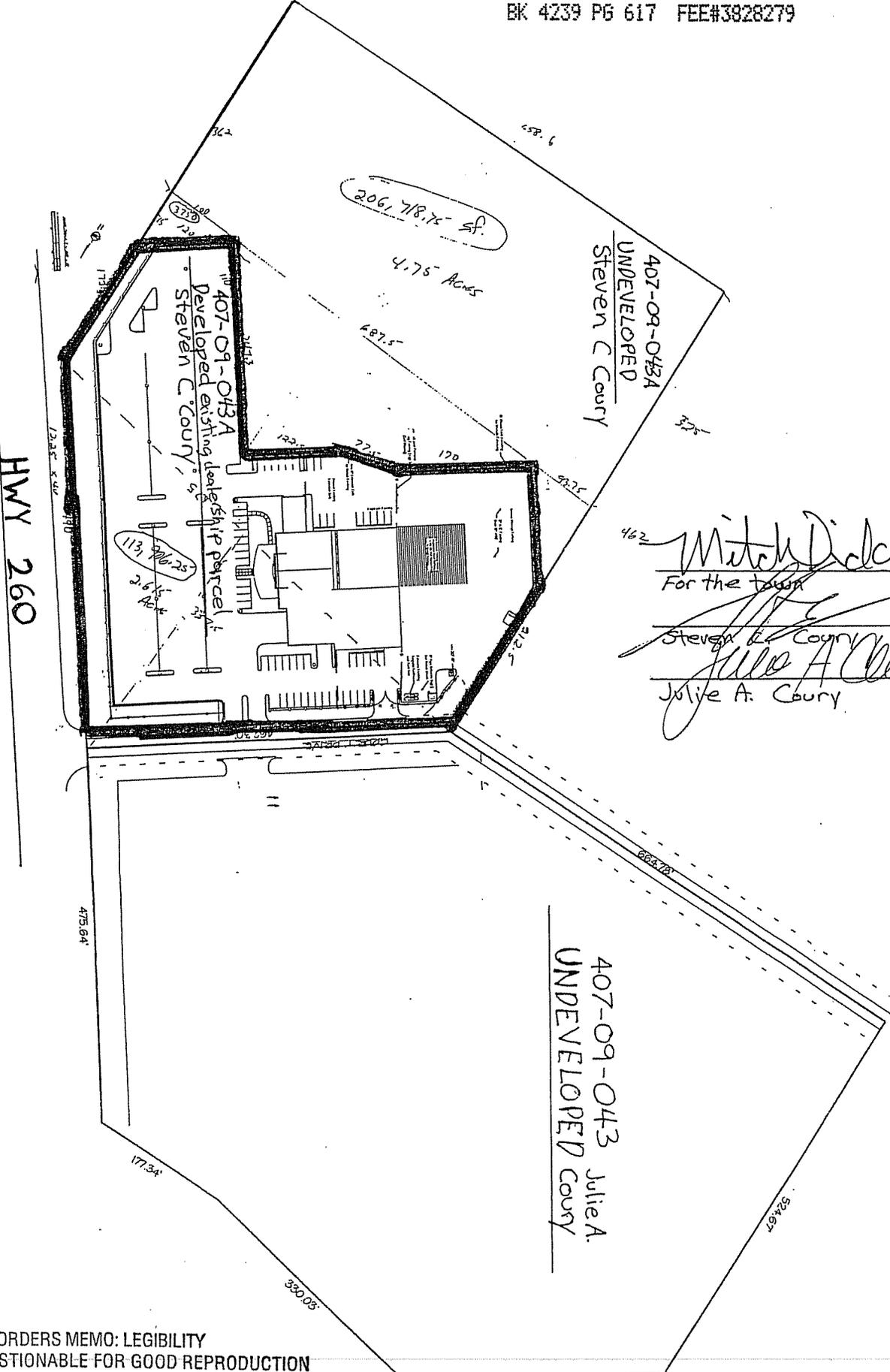
RECORDERS MEMO: LEGIBILITY  
QUESTIONABLE FOR GOOD REPRODUCTION

MAP of Property Depicting Developed Parcel  
and Undeveloped Parcel

PAGE 38 OF 38  
BK 4239 PG 617 FEE#3828279

Total 25.125 Ac 1,094,456 sq ft  
 Developed Steven C. Coury 4.16 Ac 181,210 sq ft  
 undeveloped Steven C. Coury 6.12 Ac 265,587 sq ft  
 undeveloped Julie A. Coury 14.84 Ac 646,659 sq ft

= boundaries of existing dealership



462 Mitch Dickerson  
 For the town  
Steven C. Coury  
Julie A. Coury  
 Julie A. Coury

RECORDERS MEMO: LEGIBILITY  
 QUESTIONABLE FOR GOOD REPRODUCTION

12



**TOWN OF CAMP VERDE  
Agenda Action Form**

**Meeting Date:** August 18, 2010

**Meeting Type:** Regular Session

**Consent Agenda**      **Regular Business**

**Reference Document:**

Development Impact Fees Report, Statement of Revenue, Expenditures, and Change in Fund Balance, for the Fiscal Year Ended June 30, 2010.

**Agenda Title (be exact):**

Discussion, consideration, and possible acceptance of the Development Impact Fees Report, Statement of Revenue, Expenditures, and Change in Fund Balances, for the Fiscal Year Ended June 30, 2010.

**Purpose and Background Information:**

The Town Code, Section 7-10-3 B states that at least once every year, and not later than January 1 of each year, the Town Manager or his designee shall coordinate the preparation and submission of an Annual Report to the Mayor and Council on the subject of Development Fees enacted pursuant to this Article.

The report details total collections and expenditures throughout the fiscal year along with the number of building permits issued that result in development fee collections separated by permit type. Total square footage is also listed for non-residential development.

The Town Code states that Council may take such action as it deems appropriate, including, but not limited to, requesting additional data or analyses and holding public workshops and/or public hearings.

**Recommendation (Suggested Motion):**

No action is required.

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

**Finance Director Comments/Fund:**

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

**Attorney Comments:**

**Submitting Department:** Finance Department

**Contact Person:** Lisa Elliott, Senior Accountant

**Action Report Prepared By:** Lisa Elliott, Senior Accountant

**Development Impact Fees Report  
Statement of Revenue, Expenditures and Change in Fund Balances  
For the Fiscal Year Ended June 30, 2010**

	General Government	Police Services	Library	Parks & Recreation	Total
<b>Revenues</b>					
Impact Fees	\$ 8,337.00	\$ 3,968.00	\$ 7,921.00	\$ 17,674.00	\$ 37,900.00
Interest	\$ 180.57	\$ 191.14	\$ 112.11	\$ 250.54	\$ 734.36
<b>Total Revenues</b>	<b>\$ 8,517.57</b>	<b>\$ 4,159.14</b>	<b>\$ 8,033.11</b>	<b>\$ 17,924.54</b>	<b>\$ 38,634.36</b>

<b>Expenditures</b>					
General Government	\$ -				\$ -
Specific Project/Equipment Physical Location	\$ -				\$ -
Police Services					
Specific Project/Equipment Physical Location		\$ -			\$ -
Library					
Specific Project/Equipment Physical Location		\$ -	\$ -		\$ -
Parks & Recreation					
Specific Project/Equipment Physical Location			\$ -	\$ -	\$ -
Debt Service on Bonds Repayment of Loans					
					\$ -
<b>Total Expenditures</b>	<b>\$ -</b>				

<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ 8,517.57</b>	<b>\$ 4,159.14</b>	<b>\$ 8,033.11</b>	<b>\$ 17,924.54</b>	<b>\$ 38,634.36</b>
<b>Fund Balance as of June 30, 2009</b>	<b>\$ 53,952.84</b>	<b>\$ 66,474.70</b>	<b>\$ 32,816.93</b>	<b>\$ 73,363.84</b>	<b>\$ 226,608.31</b>
<b>Fund Balance as of June 30, 2010</b>	<b>\$ 62,470.41</b>	<b>\$ 70,633.84</b>	<b>\$ 40,850.04</b>	<b>\$ 91,288.38</b>	<b>\$ 265,242.67</b>

<b>Number of Building Permits Issued:</b>		<b>Non-Residential</b>
Residential:		
Single Family Residence	7	Number of Permits Issued 0
Multi-Family Residence	1	Total Square Footage 0
Manufactured Housing Residence	7	

13



**TOWN OF CAMP VERDE  
Agenda Action Form**

**Meeting Date:** August 18, 2010

**Meeting Type:** Regular Session

**Consent Agenda**      **Regular Business**

**Reference Document:** N/A

**Agenda Title (be exact):**

Update and discussion of the Council authorization to begin collection of funds for a plaque in honor of Tom Neilson's volunteer efforts with the gazebo project.

**Purpose and Background Information:**

At the May 5, 2010 meeting, I requested this item following a citizen's suggestion and I received Council authority to begin collecting funds so that there would be no cost to the Town. I have since learned that there is an existing plaque honoring Tom as the Project Coordinator and all of the other volunteers that assisted with the gazebo project. The gazebo was dedicated on November 11, 1992 to "All Verde Valley Service Veterans who served in peace and war".

**Recommendation (Suggested Motion):**

No further action is required. This update shall inform the public that an appropriate plaque in place that honors those volunteer efforts, as well as make staff aware that it is unnecessary to bring forth a design and that this item may be removed from the Council Direction Report.

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

**Finance Director Comments/Fund:** N/A

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

**Attorney Comments:**

**Submitting Department:** Council

**Contact Person:** Councilor Baker

**Action Report prepared by:** D. Barber

14.



**TOWN OF CAMP VERDE  
Agenda Action Form**

**Meeting Date:** August 18, 2010

**Meeting Type:** Regular Session

**Consent Agenda**     **Regular Business**

**Agenda Title:**

**Discussion, consideration, and possible authorization to allow a Master (Blanket) Insurance Policy for the Sponsor of a special event which will allow a certain number of vendors to be covered on said policy.**

**Purpose and background:**

This item would allow and encourage Sponsors of special events, which are held on Town premises, to obtain one **Master (Blanket) Insurance Policy for a Special Event** (with one MASTER Certificate of Insurance relative to said policy). If an insurance company will provide this type of policy, they will cover approximately 20 vendors and the Sponsor under the MASTER Policy.

With respect to as MASTER Policy the Town would need proof from the insurance company via a Certificate of Insurance with the following:

1. The Sponsor's name and each vendor named on the policy for the event.
2. All insurance companies' names, the underwriters must be rated "A" or better by A.M. BEST Rating Center.
3. The Town of Camp Verde needs to be named as additionally insured for all activities on Town premises.
4. The Certificate needs to be signed/stamped by the company in the box labeled Authorized Representative.
5. The minimum required insurance limits captioned below must be provided, depending on which circumstance is applicable to the Sponsor's event:

***Circumstance 1: If NO alcohol is served*** – Sponsor would provide the Town with a Certificate of Insurance with general liability limits of at least 1 million per occurrence and 2 million aggregate (naming the Town of Camp Verde as additional insured for all activities on Town premises); or

***Circumstance 2: If alcohol is served*** – to provide the Town with the following:

- a. A certificate of insurance with general liability limits of at least 1 million per occurrence and 2 million aggregate (naming the Town of Camp Verde as additional insured for all activities on Town premises).
- b. An additional liquor liability endorsement of 1 million per occurrence and 2 million aggregate.

***Please note:***

- a. There is an insurance brokerage (company) in Camp Verde that will provide a MASTER Policy to cover the Sponsor and approximately 20 vendors.
- b. If the Sponsor and 20 vendors are covered on the Master Policy then only those vendors would be insured under the Master Policy.

If there were a total of 50 vendors, approximately 30 (50-20) vendors would need to obtain their own insurance. **Whether alcohol is served or not, the Sponsor relative to insurance is accepting full responsibility for himself/herself and all the named vendors under one Master Policy.**

The aforementioned coverage could be a 'win-win' for the Sponsor of the event, the 'Mom and Pop' vendors and Town staff. For clarification, a MASTER Policy would eliminate the cost for the 20 vendors to obtain insurance, help the Sponsor garner vendors to enhance the event and reduce the requirement for staff to follow-up on approximately 20 Certificates of Insurance with respect to a special event. **The requirement for staff to follow-up on each Certificate of Insurance can be time consuming as a staff member is required to verify the proof of insurance information as referenced in items 1 through 5 above.**

*'Per occurrence' definition – is the maximum amount of coverage for one particular claim during a policy period. For example: If the coverage per occurrence is 1 million and there are two judgments in favor of the plaintiffs, 1 million each (total 2 million), for the same occurrence in that policy year, only 1 million maximum will be paid for the occurrence. The insured will pay for the remaining 1 million.*

*'An annual aggregate limit' definition – places a maximum on the amount of coverage an insurer must pay in any one policy period, no matter how many claims have occurred under that policy. For Example: If the 'annual aggregate limit' is 2 million and there are 3 different occurrences and 3 different judgments in favor of the plaintiffs, 1 million each (total 3 million), then only 2 million would be paid. The insured would have to pay the remaining 1 million.*

Staff Resource: Carol German

**Recommendation: Move to authorize a Master (Blanket) Insurance Policy for the Sponsor of a special event which will allow a certain number of vendors to be covered on said policy.**

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

Fund:                      Line Item:

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

**Submitting Department:** Council  
**Action Report prepared by:** C.J. Brown

**Contact Person:** Carol German



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

Meeting Date: August 18, 2010

Meeting Type: Regular Session

Consent Agenda     Regular Business

**Reference Document:** Photos, News Articles, Misc. Information

**Agenda Title (be exact):**

Discussion, consideration, and possible direction as desired by Council to coordinate a united effort with the School District, Yavapai Apache Nation, the Chamber of Commerce, Historical Society and interested citizens to substantiate Camp Verde's long-standing contention that the geodetic marker on Squaw Peak is the geographic center of the State of Arizona and to acquire this designation in time for the 2012 Centennial Celebration.

**Purpose and Background Information:**

There have been several newspaper articles recently that address the argument that the center of the State is located somewhere near Fossil Creek and/or Payson. I would like us to take a position that the center is located on Squaw Peak as the marker indicates and work with other interested parties to formally acquire the designation.

**Recommendation (Suggested Motion):**

Direct the Mayor and/or staff to begin work on this project.

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

**Finance Director Comments/Fund:** N/A

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

**Attorney Comments:**

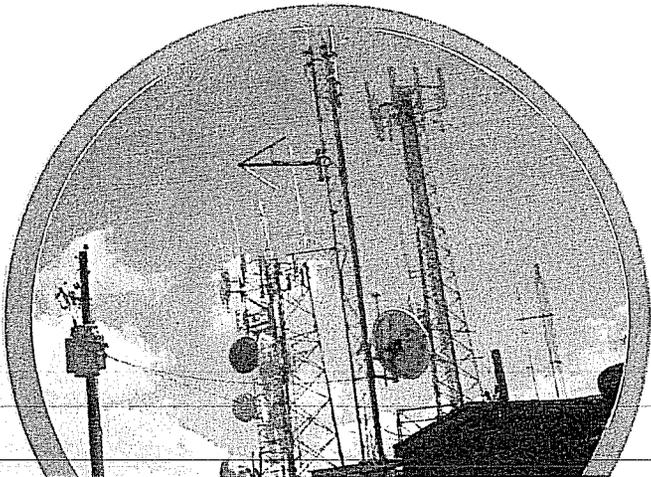
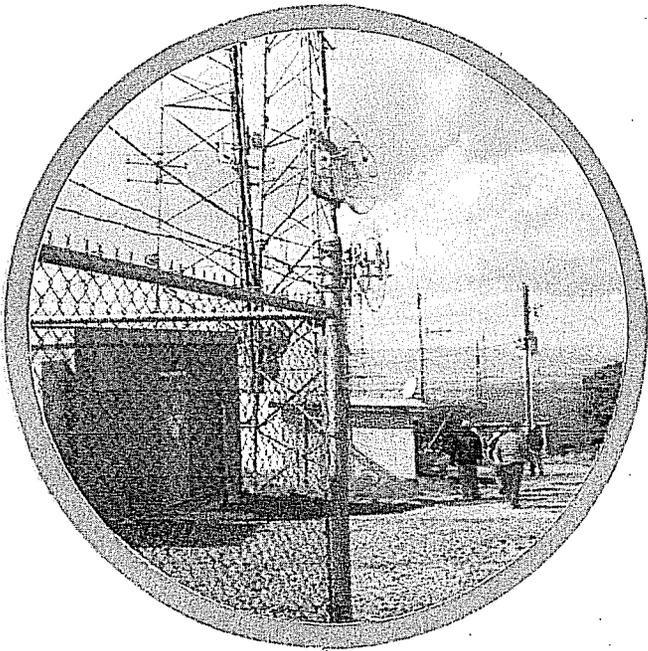
**Submitting Department:** Council

**Contact Person:** Mayor Burnside

**Action Report prepared by:** D. Barber



U. S. Geological Marker  
the center of the State of Arizona



2004 - More Towers, more  
But an awesome view  
Camp Verde

# The BUGLE

Tuesday, August 10, 2010

**Missing it by that much**

## Camp Verde losing to Payson as state's center point

By Steve Avers  
Staff Reporter

Tuesday, August 10, 2010

CAMP VERDE - A few months ago, following *The Bugle* and *Verde Independent's* publication of a three-part series on the geographic center of Arizona, Phoenix area surveyor Brian Fisher embarked on his own journey to the center.

After years of contemplating the notion, Fisher began a project with the Arizona Professional Land Surveyors Association (APLS) to officially designate the state's midpoint as part of the 2012 Arizona centennial.

In addition to locating the dead nuts center of the state to within the diameter of a garbage can lid or less, is also an effort to designate which community will have the honor of calling itself home to the geographical center of Arizona by virtue of its proximity to the geographic center.

The biggest obstacle to finding the geographic center has been agreeing on an accepted definition of "center." However, according to Fisher, the group has accepted the definition of center as the center of gravity.

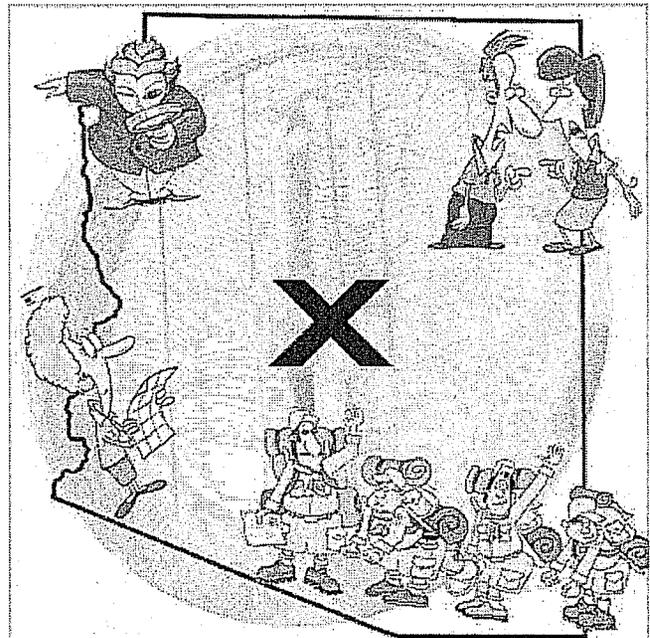
Center of gravity is the same thing as cutting out the shape of the state, and then balancing it on the head of the pin. Computers now make such calculations so you don't have to deal with the imperfections of cutout models. Either way the balance point is the center.

But before a monument can be placed at the dead nuts middle, the APLS guys will have to overcome the difficulties of a state border that has floated through time and space, along with the mathematical uncertainties inherent to rendering a three dimensional world on a two-dimensional map.

As one member of the APLS group has suggested, instead of a fixed monument at the center they should create a man-made lake and let the monument float about on a "sea of uncertainty."

Be it a fixed or floating monument, Fisher knows for certain that it will be located slightly south and east of the Verde River and East Verde River's confluence, a remote spot on Arizona's landscape that is presenting some challenges when it comes to designating the geographic center's hometown.

"In contemplating the designation, I realized that we need to define not only what constitutes a



community, but also what we mean by nearest," Fisher says.

After giving it some thought, Fisher says he believes community should be defined by an incorporated municipality, as defined by Arizona statutes, as opposed to unincorporated communities.

Such a designation would eliminate such nearby places as Pine, Strawberry and Dugas, whittling the possible candidates down to just two, Camp Verde and Payson.

"I did some quick calculations and came up with the fact that there are houses within both communities that lay approximately 16.4 miles from the presumed center point," Fisher says.

To define nearest, Fisher says he is leaning toward nearest town hall to the center point.

"Corporate limits change and there can be more than one post office in a community, so I think it would be appropriate to define nearest as the nearest town hall," he says.

According to Fisher's early calculations, Payson Town Hall is 18.9 miles away. Camp Verde's is 24.5 away.

At stake is a monument currently in design that gives the winning community bragging rights, from 2012 on.

Informed of the preliminary determination, Camp Verde Mayor Bob Burnside says that Fisher and his group are to be commended for their diligence, but they are teetering on some very sensitive ground.

"That would be a real slap in the face if Payson was to be named the center of the state and not Camp Verde. It's always been Camp Verde, for right or wrong," Burnside says. "This could open up some worms."

Burnside believes "nearest" should be defined as nearest to the nearest corporate boundary. However, for the time being, he says he will refrain from annexing additional Forest Service land to the south.

And in a community where many homes are already on wheels, there may be other options

"We could always consider moving Town Hall to Verde Lakes," says Burnside, "That would do it."

## Related Links:

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# The BUGLE

Tuesday, May 25, 2010

## Finding Center: Axis Arizona

### Part 1

Tuesday, May 25, 2010

Not long after the 37th Congress created a boundary line down the 32nd meridian west of Washington, which today is the meridian of longitude 109-degree, 3 minutes, west of Greenwich, England, effectively separating the territory of Arizona from the Territory of New Mexico, the question arose as to the precise geographic center of what would one day become the State of Arizona. This three part series explores the attempts to answer that question, or, at the very least, demonstrates why finding the exact spot is so difficult.

Pope, Urban VIII, summoned an Italian mathematician to Rome to answer a charge of heresy.

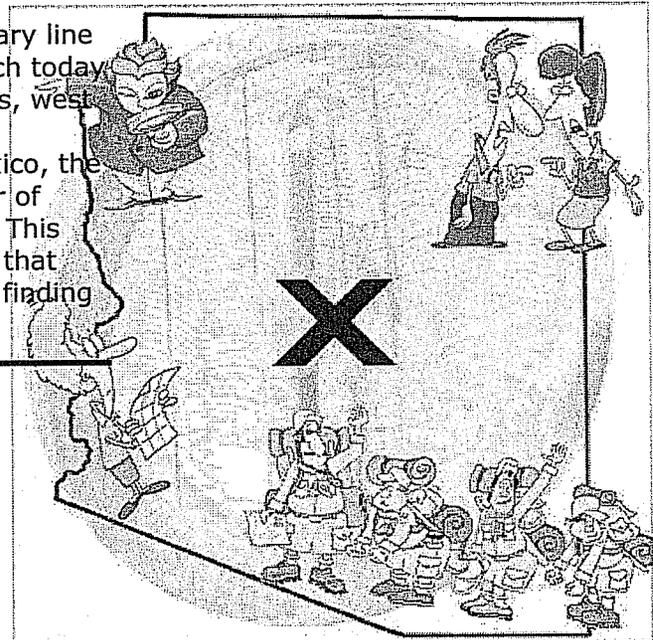
The mathematician, who also dabbled in astrology, built telescopes and played the flute, had recently published a book advocating a notion, by then almost 2,000 years old, which held that the sun, not the earth, was the center of the universe.

During interrogation, Galileo Galilei admitted he had been a bit over enthusiastic in promoting the heliocentric theory, eventually recanted and agreed to clear up any misunderstandings in a book to be published later.

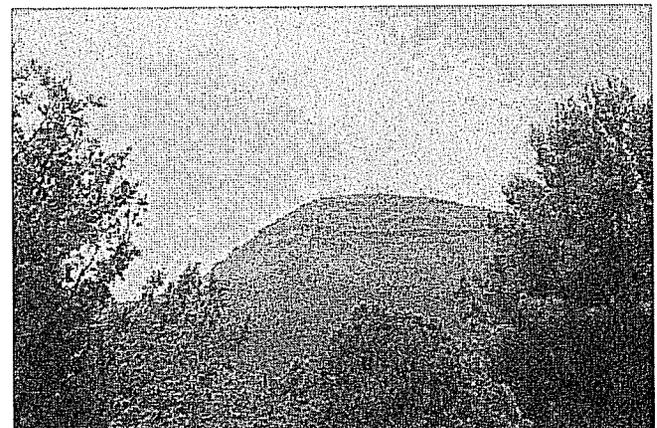
In spite of his genuflection, he was found "vehemently suspect of heresy, namely for having held and believed a doctrine that is false and contrary to the divine and Holy Scripture."

Whether Urban VIII and his thought police were just thin-skinned or sincerely felt Galileo was a threat to cosmic balance is difficult to say.

But the severity of the punishment they handed down (Galileo was sentenced to house arrest for the remainder of his life) only demonstrates the importance that humans have attached to being at the center of things and the lengths we will go to, to see that we remain there.



The battle over the geographic center of Arizona has raged ever since the state was first created. Among the communities laying claim to the title are Centerville, Dugas, Payson Camp Verde and bumble Bee.



It has been a commonly held although erroneous belief that Squaw Peak south of Camp Verde is the geographic center of Arizona. Rumors have abounded that somewhere on the peak is a plaque

Finding center is a time-honored pursuit and, by all accounts, lies at the very core of whatever it is that makes us human. designating it as the center. The only marker on the mountain is an elevation marker place by the United States Geological Service.

Virtually every religion has some concept on what the Romans called axis mundi-the center of the world-the very spot where heaven and earth meet-a place where good prevails and outside of which lies chaos and death.

Three of the great religions of the world find Jerusalem to be the center of heaven and earth. The Japanese have mount Fuji. The Sioux have the Black Hills. And a series of vortices have long provided Sedona residents with a centralized selling point, if not an escape hatch to the "other side."

But getting centered is not limited to the nether world.

Virtually every geographic subdivision created by man has at one time or another sought its core.

One need only Google "geographic center," to prove the point. Cities, counties, states, provinces, potentates, protectorates, commonwealths, territories, nations (rogue and otherwise), even continents --almost all have someplace claiming to be, or officially declared, the midpoint.

America, being the nation it is, inhabited by a culture that views its place in the world with special significance, is replete with such designations.

Communities that would otherwise have little if any claims to fame have found themselves elevated to significance by virtue of where they are, rather than what they are.

Some communities are fortunate enough to have the designations fall within their incorporated or unincorporated limits. Others lay claim by default, being the closest place of habitation.

In 1918, the U.S. Coast and Geodetic Survey determined the geographic center of the United States was located somewhere in the vicinity of Lebanon, Kan.

There it remained until 1959, when, with the addition of Alaska and Hawaii, an adjustment was necessary.

The huge landmass that is Alaska moved the "geographic center" 439 miles northeast to a point 11 miles east of Castle Rock, in Butte County, S.D.

The addition of Hawaii, which contained an additional 1/560th of the landmass of Alaska and the other 48 states, moved the center 6 miles further west-southwest, to a point 17 miles west of Castle Rock, Butte County, S.D.

By all accounts, it remains the officially designated geographic center of the United States. However, 50 years after the determination, the folks in Lebanon, Kan., have yet to remove their monument.

The peripatetic nature of geographic center is not limited to growing nations. Even political subdivisions with fixed borders have wobbling centers.

Initially, the community of Whon, Texas, was believed to be the state's center, but the discovery of a surveyor's error, in the neighborhood of 10 miles, brought an end to their claim.

Neighboring Brady, Texas, quickly laid claim along with a marble monument on the courthouse lawn proclaiming the community's good fortune.

However, another more "official" marker was later placed by the State of Texas, outside of Placid, the next burg down Highway 377, proclaiming the roadside marker was in fact the center.

To further muddle and deflate the claims of civic boosters and boasters in the centrally located McCulloch County, a more recent attempt to locate the "dead nuts" center of Texas, assuming such a place exists (more on that in Part 2), determined the geographic center of Texas is located on nearby private ranchland.

Few states, however, compare to Arizona when it comes to claiming center.

Rancher Fred Dugas, founder of a small ranching community located just south of the Verde Valley, behind Squaw Peak, was one of the first to lay claim to ground zero in the 1880s.

Another community that made an early claim is right here in the Verde Valley. The fact that the incorporated Town of Clarkdale, long ago swallowed up the community of Centerville, has not tempered their claim to the midpoint.

Proof, the Centervillians say, is based on a simple calculation. Take a map of Arizona and a straight edge of sufficient length. Draw a line from Four Corners to the point where the Colorado River flows into Mexico.

Then draw a line from where the state's northern border meets Nevada, to the point where Mexico, New Mexico and Arizona meet. The center of that "X", the Centerville holdouts say, is smack dab in the center of Centerville.

The locals once placed a plaque in town noting the landmark. It has since been stolen, a point several other individuals and communities say is just as well.

Arizona historian Marshall Trimble has long held Bumble Bee, the little mining community just east of Interstate 17 and north of Black Canyon City, to be the center.

He claims he and his son made mathematical calculations to the fact, but he has yet to unveil the methods they used or to say where they acquired their mathematical expertise.

Camp Verde Mayor Bob Burnside claims Camp Verde is the center, based on his claim that somewhere on the summit of Squaw Peak, just south of town, is a plaque placed there by the United States Geological Survey designating the peaks central location.

Like Trimble's math credentials, Burnside does not say where he acquired this information.

For what it's worth, USGS refutes the mayor's claim. They say the center is "55 miles east-southeast of Prescott, in Yavapai County," a claim one skeptical surveyor notes would actually place the center point in Gila County, provided you started at the county courthouse.

Businessmen in Mayer have also attempted to lay claim, though few outside the community have paid attention, and the owners of the Orme Ranch have also thrown their hat in the ring.

And don't forget Payson, which calls itself the "Heart of Arizona." Perhaps it's time someone told the Payson boosters that most hearts are located off center.

The reason all these claims have been cast about is in part because geographic blips like Orme, Dugas, Mayer, Centerville and Camp Verde crave attention.

But it is also because no one - certainly not the Coast and Geodetic Survey, nor the U.S. Geological Survey, nor the Mayer businessmen, or mayor of Camp Verde or even well intended historians, has ever defined "geographic center" to the satisfaction of everyone else.

It is a point that, in spite of global positioning satellites and super computers, remains as elusive as the precision mathematics necessary to make a determination.

Part 2: Getting Centered: Do the math

- [Finding Center Part 2: Doing the math](#)
- [Finding Center Part 3: Dead Nuts](#)

Related Links:

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# The BUGLE

Thursday, May 27, 2010

## Finding Center Part 2: Doing the math

By Steve Ayers  
Staff Reporter

Thursday, May 27, 2010

CENTRAL ARIZONA - Mayor Ron Garitone of Wallace, Idaho, proclaimed his community to be the Probabilistic Center of the Universe in 2004, as a sarcastic way of dealing with the twisted and bureaucratic logic of the Environmental Protection Agency.

The city designated a manhole cover at the intersection of Sixth and Bank streets as the dead-nuts center of all known matter in the cosmos.

Using the same thread of logic espoused by the EPA when they slapped a local silver mine with a violation, the mayor said he was correct in making the declaration because, "if a thing cannot be disproven, it is thereby proven."

The mayor's as well as the EPA's logic maybe flawed, but he nevertheless makes a point-if you don't know the boundaries of an object for which you are trying to find center, if you have not defined what center means or standardized the method of finding it, any spot will do.

Put another way, there are literally an infinite number of variables that come into play when finding the center of a land mass on the planet.

To illustrate the point, the U.S. Geological Survey has this disclaimer on its webpage, the same webpage in which it lists the geographic centers of all 50 states, along with the entire nation and the North American continent:

"Because there is no generally accepted definition of a geographic center and no completely satisfactory method of determining it, there may be as many geographic centers of a state or county as there are definitions of the term."

When speaking of center, cartographers, surveyors and graduate students in mathematics are typically referring to either the center of area or the center of gravity.

If the object is a regular polygon, like an equilateral triangle, a square or a circle, for instance, the

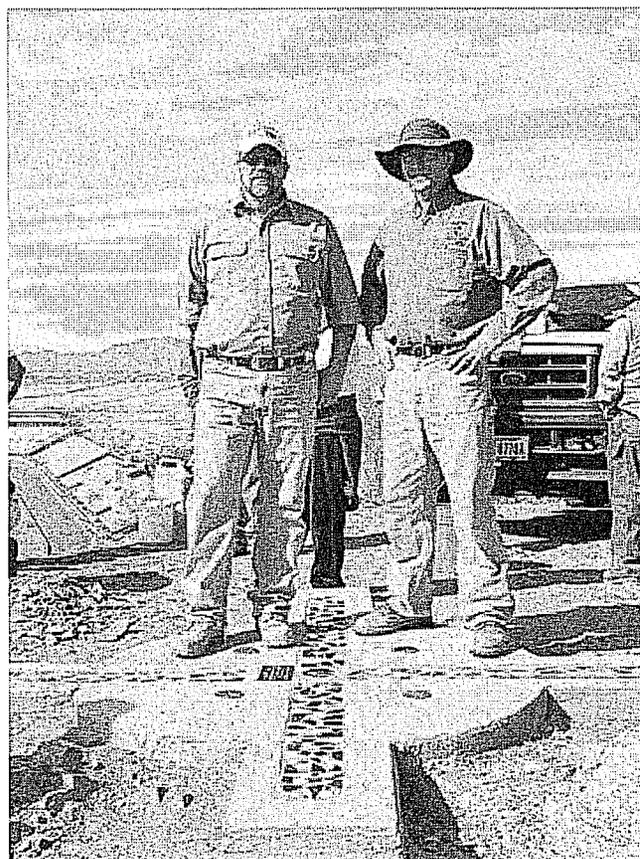


Photo courtesy of Brian Fisher

Brian Fisher (right), for the last six years, has been building on a growing database of accurate measurements to determine the geographic center of Arizona.

two points are the same. However, there are few geographic or political boundaries with such symmetry.

If the object is irregular (non-symmetrical), say for instance the State of Arizona, there will be, in theory, a center of gravity, but it will not be the point as the center of area.

And depending on how you went about it, there can be an infinite number of centers of gravity.

Finding the center of an area on a spherical surface, or in the most exacting term for the shape of the planet, an ellipsoid of revolution, presents numerous challenges.

The biggest problem is that all maps, because they are two-dimensional representations of a three dimensional world, are distorted. Mathematicians and cartographers have wrestled with the problem for centuries.

For the most part, mapmakers resort to settling on whatever map projection (mathematical computation for the distortion), that works best for whatever or whomever it is they are creating a map.

When finding the center of an area, you must always deal with the distortion factor of the map.

One method of finding the geographic center of gravity is to take the shape of the county, state, nation, etc, cut it out of a material of uniform weight and thickness, very precisely, and balance it on the point of a pin.

That is exactly what the U.S. Coast and Geodetic Survey did in 1918 when it made its first determination of the geographic center for the 48 contiguous states.

It was simple, if not very accurate because, once again, they were dealing with a map that was distorted.

The question could be asked, why not use the center of gravity of the curved surface, like cutting out the shape of Arizona from the surface of a basketball.

The answer is that the center of gravity would be somewhere beneath the surface, just like a boomerang, which has a center of gravity that is located in the void between the wings.

"There is no scientific right or wrong answer to calculating the center of a geographic area, just like there is no right or wrong way to cook food," say Brian Fisher, a professional land surveyor from Phoenix.

"This applies to the different ways to calculate the center of a map. Some methods are bad and some are less bad. Most all have to flatten out the round world to make a flat map, to perform the calculations. This flattening out causes distortion, and the distortion skews the answer."

For six years, Fisher, along with an occasional partner, has been trying to establish Arizona's geographic center.

Unlike someone approaching the problem of finding center from a global information systems background, using GPS coordinates and mapping software, Fisher is approaching the problem from that of a surveyor, someone who must, by law, be very precise - dead nuts precise.

A key to being precise, says Fisher, is to first establish the state's exact borders, something he has spent much of the last six years trying to establish.

"From a surveyor's perspective there are some unique problems. Portions of the boundary have

never been surveyed. Some of the boundaries, such as the state's border with Mexico, have been surveyed several times and are being further refined today.

"And the border with California, which is the center of the Colorado River, has moved several times since it was established in 1912. It's reasonably fixed in some places by interstate agreement, but remains a bit of a moving target.

"Just for the sake of argument and discussion, though, I believe the boundary can be solved to some level of precision," says Fisher.

Even with all the variables - finding an agreeable definition of center, an agreeable method of determining it, a map projection that limits the distortion and firming up the state's boundaries-two more questions can be asked: Is it possible to find center, and why would anyone even try?

Oscar Adams, once the senior mathematician for the U.S. Coast and Geodetic Survey, wrote a treatise on geographical centers in which he addressed the problems and attempted to answer those questions.

"It would seem then, in view of these uncertainties, that it is not an advisable thing to do to make any definite statement regarding the matter.

"Since there is no definite way to locate such a point, it would be best to ignore it entirely. This is a case in which all may differ, but all be right."

Adams' opinion has not deterred Fisher from continuing his pursuit. Finding center is, after all, a meaningless but quite human endeavor that will not go away anytime soon.

And in fact, he is getting close, real close. But close may work in horseshoes and hand grenades, but it is not good enough for a surveyor.

### Part 3 Finding Center: Dead Nuts

#### Related Stories:

- [Finding Center: Axis Arizona](#)
- [Finding Center Part 3: Dead Nuts](#)

#### Related Links:

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# The BUGLE

Saturday, May 29, 2010

## Finding Center Part 3: Dead Nuts

By Steve Ayers  
Staff Reporter

Saturday, May 29, 2010

### CENTRAL ARIZONA The center of a centennial

The Arizona Professional Land Surveyors Association (APLS) has formed the 'Geographic Center of Arizona' committee to investigate, determine, and set the geographic center of Arizona.

There will be several partnering agencies and individuals involved, such as the Arizona Geographic Information Council (AGIC), and the National Geodetic Survey (NGS). But make this the most official determination possible.

The goal of the committee is to have this determined in time for the Arizona statehood centennial on Feb. 14, 2012.

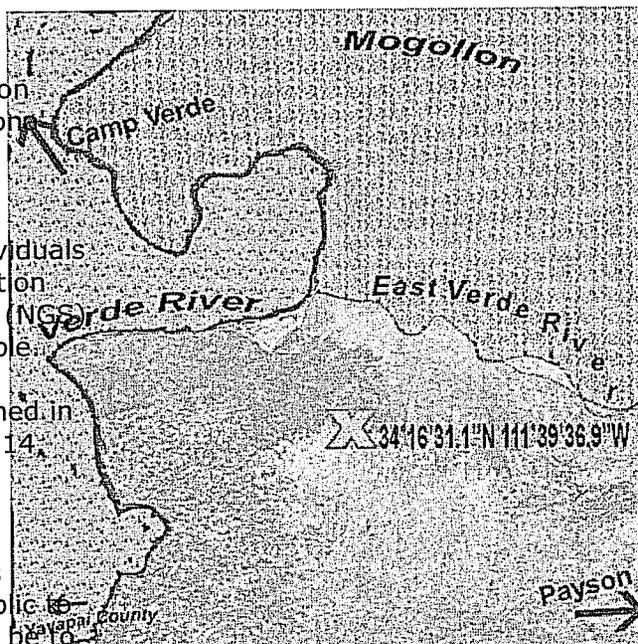
The preliminary calculations put the true location in a wilderness area, so setting a physical mark at this just destination may be impractical for the general public. As such, one of the goals of this project will be to find the 'closest' community, and build a commemorative mark there.

This will give the official title to this closest community truly being in the center of Arizona. Several meetings will be held between now and then to discuss the project. Additional information and ongoing information about the project developments can be found on the APLS web site, [www.azpls.org](http://www.azpls.org).

1997, the California native took an interest in finding the geographic center of Arizona.

He began by sending out e-mails to several state and federal agencies that dealt with geographic information.

His search led him to Rob Rutland, the assistant state cartographer with the Arizona State Land Department. Rutland provided him with a coordinate he felt was fairly accurate, but he also suggested Joiner post a request for other



Courtesy of Daevid Lutz

Daevid Lutz standing next to the rock cairn he and his friend John Engler built at exactly N34 16 30.656\"/>

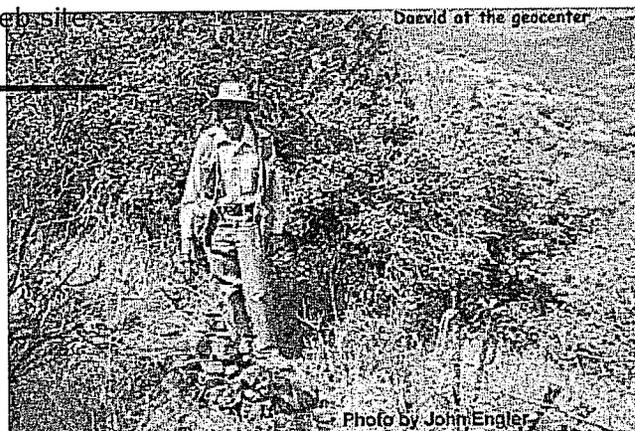


Photo by John Engler

opinions on a website that dealt with geographic discussions of the state.

Through the Internet site he met Steve Bruffy, a geographic information systems analyst at the Maricopa County Flood Control District.

At Joiner's request, Bruffy made some calculations using his GIS software and compared his coordinate with the point provided by Rutland. They were virtually on top of one another, at a point just inside the far western boundary of the Mazatzal Wilderness Area.

Sensing he was on to something, Joiner decided he would come to Arizona and visit the spot, with the intention of writing a story for Arizona Highways.

In spite of advice from long-time river runner John Parsons that the spot he intended to visit was best reached via the Verde River, Joiner rented a truck and set out on a rough back road below the Mogollon Rim. There his journey to the center ended when the truck hit a rock and broke a wheel.

To add insult to injury, when he sent his article into Arizona Highways, the editor expressed no interest.

Parsons, however, was interested. He was also editor of The Confluence, a monthly newsletter of the Verde Watershed Association.

In the November 1997 issue, Parsons printed a short blurb stating that Joiner's research had, if nothing else, dispelled the long-held myth that Squaw Peak, located about 10 miles south of Camp Verde, was the geographic center of Arizona.

Not long after moving to Arizona in 1974, Daevid Lutz got a job on a trail crew with the Tonto National Forest. Curious about his new home, it occurred to him that somewhere in the rugged mountains between Squaw Peak and the Mazatzal Mountains, somewhere in the general vicinity of the Verde River, was the center of the state.

After taking a job as a wilderness ranger in the Mazatzal Wilderness Area three years later, his curiosity got the best of him.

Lacking better technology, he tried the time-honored experiment of cutting out a map of the state, gluing it to a piece of cardboard, cutting the cardboard to the same exacting specifications of the map and balancing the laminated pair on a pin.

He determined that the center was not Squaw Peak, but a lesser-known landmark located very near the confluence of the Verde and East Verde Rivers, called Squaw Butte. He filed the information away.

In November 1997 he ran across Parsons' blurb in The Confluence. He clipped the story and filed it away also.

Then in 2000, he retired, and along with his friend John Engler, Lutz began exploring the state. It wasn't long before his wanderlust led him back to the quest for center. He got in contact with Stephen Joiner who shared the research he had uncovered.

A proficient student of both surveying and GIS, he did some further research, compiling a number or map points that others had determined were center. Virtually all the points led to an area southeast of the Verde and East Verde confluence, the same general area that Joiner's research had indicated.

In the spring of 2004, he and Engler set out on a journey to the center. However, their decision to reach the confluence from the west, when the Verde was in flood, prevented them from making it

to the far side.

It was another year and a half, in September 2005, before they made a second attempt. This time, after doing their homework and determining the river's 150 cubic feet per second flow would be safe enough to cross, they successfully reached the other side.

GPS in hand, they bushwhacked their way to the point determined by Joiner's research to have been the center, Lutz and Engler stacked a rock cairn, shot some pictures and called it a day, believing themselves to have been the first people to have journeyed to the geographic center of the state.

Shortly after Lutz returned from his journey to center he came in contact with Brian Fisher, a registered land surveyor from Phoenix.

Fisher had worked on a project the year before that had established the precise population center of Arizona. Located in Gilbert, the team had placed a monument near the site. The dead nuts location determined by Fisher and his team had actually been in someone's back yard.

The search for the demographic center had led Fisher to ponder the geographic center. His preliminary research indicated a point some 200 to 250 meters to the west of Joiner's coordinate.

"I realized shortly after we had come back that the point we had visited was close, at least within a few hundred meters, but perhaps not the precise center," Lutz says. "For now, I'm calling it the center because until Brian can pin it down with better data, it will have to do."

Pinning it down is exactly what Fisher has been doing since 2005.

His pursuit has led to an effort by several agencies to make an official determination as part of the state's centennial celebration in 2012 (see box on Page 1).

"There are two necessary components to finding center. The first is stating what you are doing, which in this case is finding the center of the boundary of Arizona. So the first question you have to answer is what and where is the boundary.

"The second part of this is how do you find the center. The method of calculation used will define center. Since there is no official method, that will have to be decided upon. And I don't know the answer to that, yet," Fisher says.

Fisher realizes that regardless of where the point is established there will be disagreement.

"You have to draw the line, or is it the 'X', somewhere. We are going to obtain as much information as is currently out there, bring it together and compile it in the most homogenous format that we can, estimate what degree of error might exist and render our decision.

"The point determined will of course be a snapshot in time. Will it move in the future? Absolutely. How much will it move? Good question," he says.

For all the uncertainties that exist and in spite of what some government agencies and at least one past senior mathematician for U.S. Coast and Geodetic Survey have said, Fisher has no uncertainty as to why he feels finding center is a worthwhile goal.

"The reason for doing this is strictly for entertainment and human interest," Fisher says. "That alone gives validity to the project."

## Related Stories:

- [Finding Center: Axis Arizona](#)
- [Finding Center Part 2: Doing the math](#)

## Related Links:

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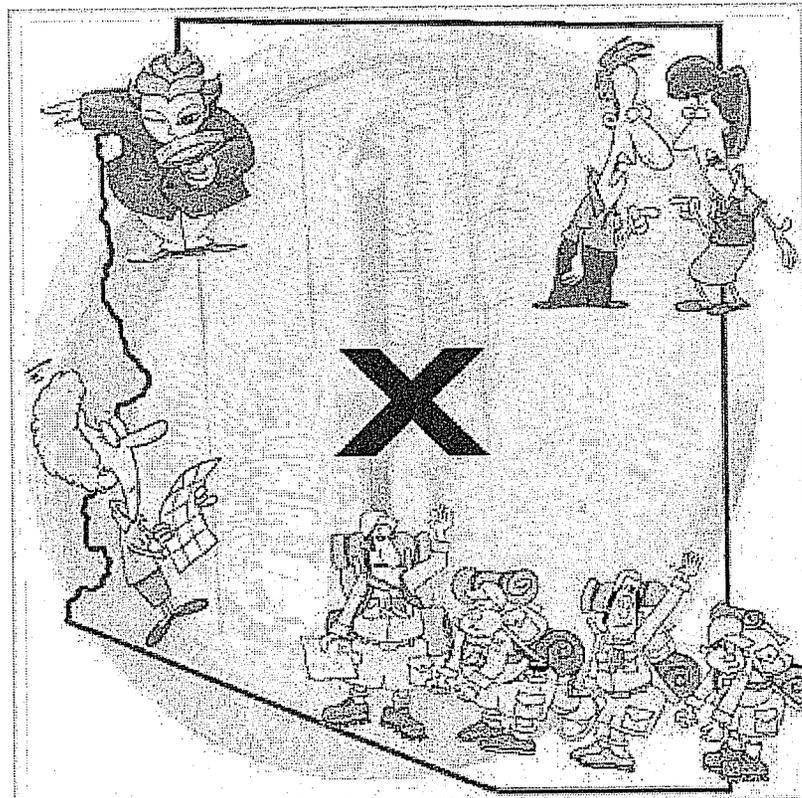
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### APLS Geographic Center of Arizona Committee

Saturday, May 29, 2010

This week there were three articles published in the Verde Valley Newspapers, titled 'Finding Center – Axis Arizona' parts 1, 2 & 3. These articles bring up the age old question of "Where is the center of the State". Currently, there is no cartographic or land survey standardized method for doing this.



Courtesy of Verde Valley Newspaper Graphics

As such, the Arizona Professional Land Surveyors Association (APLS) has formed the 'Geographic Center of Arizona' committee to investigate, determine, and set the Geographic Center of Arizona. There will be several partnering agencies and individuals involved, such as the

Arizona Geographic Information Council (AGIC), and the National Geodetic Survey (NGS) to make this the most official determination possible. The goal of the committee is to have this determined in time for the Arizona statehood centennial on February 14 2012. Preliminary calculations put the true location in a wilderness area, so setting a physical mark at this destination may be impractical for the general public to visit. As such, one of the goals of this project will be to name a 'closest' community, and build a commemorative mark there. This will give the official title to this closest community of truly being in the center of Arizona. Several meetings will be held between now and then to discuss the project. Additional information and ongoing information about the project developments can be found on the APLS web site, [www.azpls.org](http://www.azpls.org) or the committee web site <http://sites.google.com/site/azgeocenter2012/>

### **In general the tasks to complete this project are listed below.**

- 1) Determine the geographic center of the State
  - a. Determine all record\positional information existing for the boundary of the State
  - b. Select an appropriate calculation method
- 2) Name a community as being 'closest' to this location
- 3) Build a commemorative survey marker (much like the 2000 US Census Arizona Center of Population marker) in said community
  - a. Select a monument design
  - b. Choose a location for the construction
  - c. OPUS DB (like center of population) to publish the position
- 4) Issue some form of written report explaining what we have done. At a minimum a .pdf document that can be posted on the web, and possibly something more substantive like a book.
- 5) Dedication ceremony to coincide with the Feb 14 2012 AZ Centennial.

The committee plans to have most of the discussions about this project published as articles in The Arizona Surveyor (TAS) news letter. The first of these articles will come out in the July 2010 edition, and will discuss the first two orders of business, determining the boundary of Arizona, and the complexities of calculating a center. We also need to define what it is we mean when we say "center" (e.g., center of mass, area, distances, geometric intersections, etc.).

This should be a fun project! Please feel free to contact me with questions.

Regards,

Brian S. Fisher, RLS  
Chairman, Geographic Center of Arizona Committee  
602-403-7932  
[AZgeoCenter2012@gmail.com](mailto:AZgeoCenter2012@gmail.com)

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## Finding Center

### The Journey to the Center of Arizona

**To find the center of Arizona we will need to know two things: where is Arizona and what do we mean by the term Center.**

Arizona can be stated as a political land boundary, defined by law, manifested by the act of land surveying (putting physical marks in the ground), and its position quantified on the Earth with geodesy and geometry (measuring of objects on the Earth). Sounds simple right? See the [AZ Boundary Research](#) page for samples of historic documents, and the complexity involved in land boundaries. There is about one hundred fifty years of history for Arizona's boundary, spanning back to the American Civil War, all the way up to current events involving boarder security. This project is going to compile all of this information together so we can answer the first half of this question, where is Arizona?

The second part of the question, what is center, is answered with mathematics. The history is considerably older here, spanning back to Babylonia, Egypt, and ancient Greece to name a few, all the way to current times with technologies like Global Positioning Systems (GPS), calculus, non-Euclidian geometry and computers.

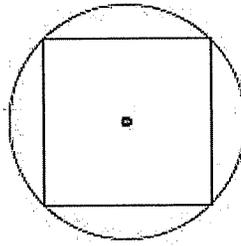
First we will look at mathematics from Euclid and Pythagoras, simple geometry, the math of shapes.

#### Polygon

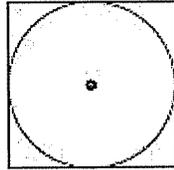
A polygon is an object with multiple sides, like a triangle, rectangle, heptagon, etc.

#### Regular Polygon (equal angle & side)

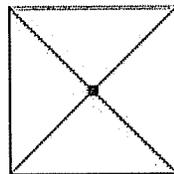
A regular polygon has the defining characteristics of equal length sides, and equal measured angles (everything is



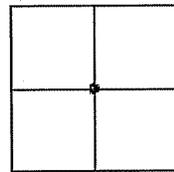
Inscribe Polygon to Circle



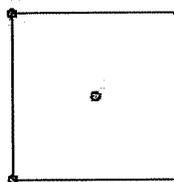
Inscribe Circle to Polygon



Corner Intersection



Midpoint Intersection

Average & Center of Mass by  
Coordinates

the same). They are symmetrical, meaning the same up and down, the same left and right. They also can fit inside a circle, meaning that a circle can be drawn around them, and all the corners (vertices) will touch the circle.

This notion of a circle around a regular polygon is of interest. The geometric definition of a circle is that all points on the edge of the circle are equal distant from the center point (or radius point). So there it is! We're done. We just found the definition of center right? Not so fast. Measuring a circle over a large area, like the state of Arizona will not be easy. We'll need to look back to the polygon, and see if we can generalize another method we can measure on the ground (or in this case, a really big map).

### Inscribe Polygon to Circle

The first method is to inscribe our polygon into a circle, and is described above.

### **Inscribed Circle to Polygon**

Conversely, we can also inscribe a circle in the polygon. Center of this circle is the same answer, so things are looking good. We have two different methods, both with the same answers.

### **Even Sided Polygon**

For the next section we will define one more thing, we will only look at even sided polygons, squares (four sides), hexagons (six sides), etc.

### **Corner (Diagonal) Intersection (also gives equal areas)**

If we connect opposite corners we will do two things. We will divide the polygon into equal area halves, and we will pass a line through the center point. Connect more than one pair of corners and we will find the center by intersection. Now we have three methods, but still only one answer. So we're doing good right? Wait, there is more.

### **Midpoint intersection (also gives equal areas)**

It is a little harder to draw, but we can also find the middle of all the sides and connect these points. Again, these lines will split the area in half, and pass through the center. More than two of these lines, and again, we find the center by intersection. Now we have four methods, but still just the one answer. Are we done? Have we solved all the wonders of the mathematical world? Well, for now let's look at a few more.

### **Average of coordinates**

$$c_x = \frac{\sum x_i}{n}$$

$$c_y = \frac{\sum y_i}{n}$$

We've been talking about plane geometry, lines and angles on paper. Another way to look at the same thing is to draw these shapes on a piece of graph paper. The graph can give us coordinates on the X and Y axis. We can average these coordinates and derive the center that way. The math is a little harder, but now we're getting a method we can use for a bigger area, like the state of Arizona. So, five methods and still just the one answer! Eureka! Are we done? Almost. This time is the last time I promise. We have one more method to look at.

### **Center of mass by coordinates (centroid)**

$$c_x = \frac{1}{6A} \sum_{i=0}^{N-1} (x_i + x_{i+1}) (x_i y_{i+1} - x_{i+1} y_i)$$

$$c_y = \frac{1}{6A} \sum_{i=0}^{N-1} (y_i + y_{i+1}) (x_i y_{i+1} - x_{i+1} y_i)$$

We're still going to use coordinate space, but this time we're going to assign weights to the coordinates based on moment of inertia (distance from the center).

This may appear to be overkill, and it is for regular polygons, but Arizona isn't a regular shape, so we need to go a little further to answer our original question. The math is more complicated, but nothing too hard once you set up the equations. Now we have six methods, all with the same answer.

What have we proved? Can any one of these methods be used to answer the question of where the center of Arizona is? Many of them have already been used. The Town of Centerville, AZ was determined to be the center through intersecting the 'corners' of Arizona. Modern Geographic Information System (GIS) computer programs use centroid calculations to give an answer, and get a point near the confluence of the Verde & East Verde Rivers. Marshal Trimble, the State Historian has computed an answer that is near Bumble Bee AZ. Might he have used an 'average of coordinates' method? This is the same method that the US Census uses to calculate center of population, and they're the government, so it's got to be right. Right? The good people in Camp Verde state that they are the center, and reference a USGS survey marker on the top of Squaw Peak, but if you look on USGS's web site they reference Prescott AZ. To be exact, USGS states 55 miles ESE from Prescott, so closer to Payson. Payson has a slogan that they are at "The Heart of Arizona". Do they mean center? Draw a circle that fits all these towns and cities and it is over 70 miles in diameter.

So what is the answer? Well, that's yet another question this committee is going to investigate. Our first, in a series of articles to be published in The Arizona Surveyor news letter will bring up this topic, and many others. Bookmark this web site, and check back for the ongoing 'Journey to the Center of Arizona'. Because remember, it's not the destination that is important, but the fun you have on the journey to get there.

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## Related Web Links

**Below is a list of web pages that relate to this project, or have positions posted for the Center of Arizona.**

In 2000, ACSM & NGS sponsored an initiative to physically mark the geographic location of the Center of Population of all 50 US States, based on the 2000 US Census. The Geographic Center of Arizona project APLS is now doing is a similar effort, basically a human interest/public relations campaign.



<http://www.ngs.noaa.gov/INFO/COP/>

<http://www.ngs.noaa.gov/OPUS/getDatasheet.jsp?PID=BBBF24&style=modern>

Daavid Lutz made a series of expeditions to the center of Arizona in 2004 & 2005. His web page gives a great accounting of the trip.

<http://members.toast.net/daavid/index.htm>

On the theme of people who have visited the Center of the State, the popular web site Geocaching.com has a geocache named "Journey to the Center of the State" that was Hidden on 5/22/2004, with 20 visits to date (a remote location to be sure, or there would have probably been more visits). You would think that a land surveyor would be intuitively a geocacher, but alas I am not. These guys are a great bunch of people, and I did learn a few things about the tricks of their trade when I met



“Mike The Mutant” at the AZ Center of Population mark in Gilbert AZ. I may have been on the team that built the survey mark, but Mike is the ‘owner’ of the geocache that is there. Needless to say, I was stumped as to how to find the cache until Mike showed me what to look for. I don’t want to give it away either, so that’s all I’ll say. Suffice it to say, I’m not exactly sure what coordinate they have posted for the ‘Center’ of AZ, as this being a multi-cache, will have more than one coordinate. I’ve met the cache owner Steve, aka. “AZcachemeister” before, so during the course of this project I’ll pick his brain as to what location they have. Mark description makes reference to the State Lands Department (much like Lutz\Joiner’s position above), but from reading the description, I think they may have different locations.

Incidentally, most every land surveyor knows Steve, maybe not by name, but for sure by reputation. He’s got some 5866 geocache finds, the bulk of which are NGS published “benchmarks” (or what we surveyors would call a geodetic control station). So the next time you see “ACM” on the recovery note of an NGS datasheet, you know who you’re reading about.

I think you need to log into the site to look at “Journey to the Center of the State”, but the home page is below.  
<http://www.geocaching.com/default.aspx>

To add interest (and confusion) to the search for AZ Center, below are several web sites that list a coordinate for the center of the state. I’m sure there are many more out there and welcome your emails to let me know what they are.

[http://www.netstate.com/states/geography/az\\_geography.htm](http://www.netstate.com/states/geography/az_geography.htm)  
<http://geography.about.com/library/weekly/aa120699a.htm?once=true&>  
<http://www.state-maps.org/az-map.htm>

The NGS Data Sheet

See file dsdata.txt for more information about the datasheet.

DATABASE = , PROGRAM = datasheet, VERSION = 7.85

1 National Geodetic Survey, Retrieval Date = AUGUST 11, 2010

ES0962 \*\*\*\*\*

ES0962 DESIGNATION - SQUAW PEAK  
 ES0962 PID - ES0962  
 ES0962 STATE/COUNTY- AZ/YAVAPAI  
 ES0962 USGS QUAD - HORNER MTN (1967)

ES0962 \*CURRENT SURVEY CONTROL

ES0962  
 ES0962\* NAD 83(1992)- 34 28 10.23031(N) 111 52 30.46128(W) NO CHECK  
 ES0962\* NAVD 88 - 1989.6 (meters) 6528. (feet) VERTCON  
 ES0962  
 ES0962 LAPLACE CORR- -3.18 (seconds) DEFLEC09  
 ES0962 GEOID HEIGHT- -26.06 (meters) GEOID09  
 ES0962 HORZ ORDER - THIRD

ES0962.The horizontal coordinates were established by classical geodetic methods  
 ES0962.and adjusted by the National Geodetic Survey in August 1993.

ES0962.No horizontal observational check was made to the station.

ES0962.The NAVD 88 height was computed by applying the VERTCON shift value to  
 ES0962.the NGVD 29 height (displayed under SUPERSEDED SURVEY CONTROL.)

ES0962.The Laplace correction was computed from DEFLEC09 derived deflections.

ES0962.The geoid height was determined by GEOID09.

	North	East	Units	Scale Factor	Converg.
ES0962; SPC AZ C	- 384,730.414	217,175.905	MT	0.99990018	+0 01 24.6
ES0962; SPC AZ C	- 1,262,238.89	712,519.37	iFT	0.99990018	+0 01 24.6
ES0962; UTM 12	- 3,814,563.530	419,630.025	MT	0.99967962	-0 29 43.2

	Elev Factor	x	Scale Factor	=	Combined Factor
ES0962! SPC AZ C	- 0.99969187	x	0.99990018	=	0.99959208
ES0962! UTM 12	- 0.99969187	x	0.99967962	=	0.99937159

	Primary Azimuth Mark	Grid Az
ES0962: SPC AZ C	- CASNER	349 07 49.0
ES0962: UTM 12	- CASNER	349 38 56.8

	PID	Reference Object	Distance	Geod. Az
ES0962				dddmmss.s
ES0962	CS3999	SQUAW PEAK RM	1.676 METERS	29206
ES0962	ES1136	CASNER	APPROX.54.1 KM	3490913.6

ES0962 SUPERSEDED SURVEY CONTROL

ES0962 NAD 83(1986)- 34 28 10.21520(N) 111 52 30.46629(W) AD( ) 3  
 ES0962 NGVD 29 (05/08/89) 1988.8 (m) 6525. (f) VERT ANG

ES0962.Superseded values are not recommended for survey control.  
 ES0962.NGS no longer adjusts projects to the NAD 27 or NGVD 29 datums.  
 ES0962.See file dsdata.txt to determine how the superseded data were derived.

ES0962 U.S. NATIONAL GRID SPATIAL ADDRESS: 12SVD1963014563(NAD 83)

ES0962 MARKER: DS = TRIANGULATION STATION DISK

ES0962 SETTING: 80 = SET IN A BOULDER

ES0962 STABILITY: C = MAY HOLD, BUT OF TYPE COMMONLY SUBJECT TO

ES0962+STABILITY: SURFACE MOTION

ES0962	HISTORY	- Date	Condition	Report By
ES0962	HISTORY	- 1900	MONUMENTED	USGS
ES0962	HISTORY	- 1903	GOOD	USGS
ES0962	HISTORY	- 1930	GOOD	USGS
ES0962	HISTORY	- 1960	GOOD	USGS
ES0962	HISTORY	- 1966	GOOD	USGS
ES0962	HISTORY	- 20080809	GOOD	GEOCAC

ES0962  
ES0962 STATION DESCRIPTION  
ES0962  
ES0962'DESCRIBED BY US GEOLOGICAL SURVEY 1900  
ES0962'LOCATED 4 MI SW. OF CAMP VERDE. ON HIGHEST PART OF SQUAW PEAK.  
ES0962'  
ES0962'NO TO REACH GIVEN.  
ES0962'  
ES0962'STATION MARK--STANDARD BRONZE TABLET, UNSTAMPED, IN FLAT BASALT  
ES0962'ROCK.  
ES0962'  
ES0962'RM--ROCK CAIRN 4-1/2 FT AT BASE AND 6 FT HIGH.  
ES0962  
ES0962 STATION RECOVERY (1903)  
ES0962  
ES0962'RECOVERY NOTE BY US GEOLOGICAL SURVEY 1903  
ES0962'RECOVERED IN GOOD CONDITION.  
ES0962  
ES0962 STATION RECOVERY (1930)  
ES0962  
ES0962'RECOVERY NOTE BY US GEOLOGICAL SURVEY 1930  
ES0962'RECOVERED AS DESCRIBED BY USGS.  
ES0962  
ES0962 STATION RECOVERY (1960)  
ES0962  
ES0962'RECOVERY NOTE BY US GEOLOGICAL SURVEY 1960  
ES0962'RECOVERED AS DESCRIBED BY USGS.  
ES0962'  
ES0962'TO REACH FROM BARNES SERVICE STATION AND RESTAURANT ON STATE HWY.  
ES0962'79 ABOUT 11 MI S. OF CAMP VERDE, GO ABOUT 0.4 MI N. TOWARD CAMP  
ES0962'VERDE TO GRADED RD. RIGHT. TURN RIGHT 0.4 MI TO FORK. TAKE LEFT  
ES0962'FORK 1.5 MI TO FORK. KEEP RIGHT 0.35 MI TO FORK. TAKE RIGHT FORK  
ES0962'0.65 MI TO RANCH HOUSE. TURN LEFT DIRECTLY IN FRONT OF POLE FENCE  
ES0962'AT HOUSE 0.3 MI TO FORK (4-WHEEL DRIVE USED, IN DRY WEATHER  
ES0962'2-WHEEL DRIVE CAN BE DRIVEN TO TOP OF MOUNTAIN). TAKE RIGHT FORK  
ES0962'ABOUT 7 MI KEEPING TO MAIN BULLDOZED RD. TO END OF TRUCK TRAVEL  
ES0962'ABOUT 400 YARDS BELOW TOP OF SQUAW BUTTE. THERE IS A TV RELAY  
ES0962'STATION ON TOP.  
ES0962  
ES0962 STATION RECOVERY (1966)  
ES0962  
ES0962'RECOVERY NOTE BY US GEOLOGICAL SURVEY 1966  
ES0962'RECOVERED AS DESCRIBED BY USGS. REACHED BY HELICOPTER.  
ES0962  
ES0962 STATION RECOVERY (2008)  
ES0962  
ES0962'RECOVERY NOTE BY GEOCACHING 2008 (SJK)  
ES0962'RECOVERED IN GOOD CONDITION.

\*\*\* retrieval complete.  
Elapsed Time = 00:00:00