COUNCIL HEARS PLANNING & ZONING

SEPTEMBER 26, 2007

ADDITIONAL INFORMATION

ITEM 4d.

ARIZONA
ENGINEERING
COMPANY
Since 1945
Civil Engineering
Land Surveying

September 24, 2007

Ron Long
Town of Camp Verde
395 S. Main Street
Camp Verde, AZ 86322

Project Number: 07TOCV00
Project Name: Town of Camp Verde On-Call Civil Engineering Services

Dear Ron,

Arizona Engineering Company values its ongoing relationship with the Town of Camp Verde. We are pleased that the Town would like to renew our on call contract for civil engineering and land surveying services for the Town of Camp Verde. We consider this assignment to be an honor and a privilege. You can count on us to do our very best to deserve the confidence that the Town has placed in us.

Our contract to provide civil engineering and surveying services for the Town permits us to submit a revised rate schedule annually.

The purpose of this letter is to request authorization to amend the hourly rates that are the basis for our charges to the Town to take into account the increase in the cost of doing business that we have experienced since 2006. The Terms and Conditions of our master agreement with the Town of Camp Verde will not be affected by this proposed change.

We propose a two tiered system of rates, plus expenses.

> **Tier 1 – Discounted Basic Services.** Basis Services include regular visits to Camp Verde, attending Council and Commission meetings, assisting the Town Staff with routine technical issues, minor design sketches, survey assignments less than one day duration and general technical and staff support for the Town Engineer. We propose to charge for Basic Services at our Standard Hourly Rates less a 25 per cent discount.
>
> **Tier 2 – Direct Project Services.** Direct Project Services refers to design and surveying services rendered in support of budgeted projects. Holloman Street and Townsite Streets are examples of these types of projects. For projects of this type, we will prepare a scope of work and fee payment. Our fee proposals for Direct Project Services will be based on our Standard Hourly Rates.

Our schedule of hourly rates and expenses are attached. If the proposed rates meet with the Town's approval please indicate acceptance of these rates by signing in the space provided below.

Please call me if you have any questions on our new rates. Once our new rates have been approved, they will remain in effect until September 30, 2008. They may be revised after that date by our mutual consent. Thank you for the opportunity to be of service to the Town of Camp Verde.

1501 South Yale Street, Suite 101 • Flagstaff AZ 86001 • 928-774-7179 • Fax 928-779-1041
706 East Bell Road, Suite 201 • Phoenix AZ 85022 • 602-493-1009 • Fax 602-493-0099
www.arizonaengineering.com

Ron Long
September 24, 2007

Projects which are being billed under the new rate structure will be assigned project numbers beginning with 07TOCVXX where "XX" is a sequential number beginning with 01.

Best regards,

ARIZONA ENGINEERING COMPANY

Thomas E. Smith, P.E.
Vice President – Engineering Services

ACCEPTED BY THE TOWN OF CAMP VERDE

Date

(Please Print or Type Name and Title)

tsmith@arizonaengineering.com
Attachments: 2007-2008 RATES FOR PROFESSIONAL SERVICES FOR THE TOWN OF CAMP VERDE

ARIZONA ENGINEERING COMPANY

SINCE 1945

ARIZONA ENGINEERING COMPANY 2007-2008 RATES FOR PROFESSIONAL SERVICES FOR THE TOWN OF CAMP VERDE	
Tier 1 Rates Discounted Basic Services (25% Discount from Standard Rates)	Tier 2 Rates Direct Project Services
Principal.....$187.50 per hour	Principal.....$250.00 per hour
Sr. Project Manager.....$112.50 per hour	Sr. Project Manager.....$150.00 per hour
Project Manager.....$93.75 per hour	Project Manager.....$125.00 per hour
Project Engineer.....$82.50 per hour	Project Engineer.....$110.00 per hour
Design Engineer.....$75.00 per hour	Design Engineer.....$100.00 per hour
CAD/CADD Services.....$67.50 per hour	CAD/CADD Services.....$90.00 per hour
Engineering Intern.....$41.25 per hour	Engineering Intern.....$55.00 per hour
Survey Manager.....$93.75 per hour	Survey Manager.....$125.00 per hour
Project Surveyor (RLS).....$75.00 per hour	Project Surveyor (RLS).....$100.00 per hour
GIS Specialist.....$60.00 per hour	GIS Specialist.....$80.00 per hour
Survey Team Member.....$60.00 per hour	Survey Team Member.....$80.00 per hour
Senior Administrator.....$67.50 per hour	Senior Administrator.....$90.00 per hour
Clerical Support.....$45.00 per hour	Clerical Support.....$60.00 per hour
Graphic Design Services.....$60.00 per hour	Graphic Design Services.....$80.00 per hour
IT Services.....$60.00 per hour	IT Services.....$80.00 per hour

AGENDA

COUNCIL HEARS PLANNING & ZONING
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street, Room #106
WEDNESDAY, SEPTEMBER 26, 2007
at 6:30 P.M.

1. **Call to Order**

> *As a reminder, if you are carrying a cell phone, pager, computer, two-way radio, or other sound device, we ask that you turn it off at this time.*

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) September 17, 2007 – Special Session
     2) September 17, 2007 – Executive Session
   - **b) Set Next Meeting, Date and Time:**
     1) Regular Session - October 3, 2007 at 6:30 p.m.
     2) Work Session – October 10, 2007 at 6:30 p.m. (Council will hear the Commissions' Quarterly Report)
     3) Regular Session – October 17, 2007 at 6:30 p.m.
     4) Council Hears P&Z – October 24, 2007 at 6:30 p.m.
   - **c) Possible approval of the Intergovernmental Agreements with the Camp Verde Unified School District for the Recycling Facility, Skateboard Park and Camp Verde Heritage Pool.**
   - **d) Possible approval of annual agreement with Arizona Engineering Services for on call services.** This is a budgeted item.

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

6. **Public hearing, discussion, consideration, and possible approval of Resolution 2007-730, a resolution of the Common Council of the Town of Camp Verde, Arizona approving Use Permit 2007-02 to allow Verde Lakes Water Company to use a portion of parcel 404-13-451H measuring approximately 187' x 182' and zoned R1-10 for a business office and storage facility. The property is located at 2867 Verde Lakes Drive.**
   - **Call for STAFF PRESENTATION**
   - **Declare PUBLIC HEARING OPEN**
     - **Call for APPLICANT'S STATEMENT**
     - **Call for COMMENT FROM OTHER PERSONS (either in favor or against)**
     - **Call for APPLICANT'S REBUTTAL (if appropriate)**
   - **Declare PUBLIC HEARING CLOSED**

- **Call for COUNCIL DISCUSSION**

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

There will be no Public Input on the following items:

8. **Advanced Approvals of Town Expenditures**
   a) **There are no advanced approvals.**

9. **Manager/Staff Report**

10. **Council Informational Reports** Individual members of the Council may provide brief summaries of current events and activities. These summaries are strictly for informing the public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.

11. **Adjournment**

Posted by: O Jones Date/Time: 9-21-07 9:20 a.m

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

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

MINUTES
SPECIAL SESSION
MAYOR and COMMON COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
Monday, September 17, 2007
4:30 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 4:35 p.m.

2. **Roll Call**
Mayor Gioia, Vice Mayor Hauser, Councilors Garrison, Kovacovich and Parry were present; Councilors Smith and Elmer were absent.

Also Present: Finance Director Dane Bullard and Recording Secretary Margaret Harper.

Vice Mayor Hauser led the Pledge of Allegiance.

3. **Discussion, consideration, and possible assignment, appointment, promotion, demotion, dismissal, salaries, disciplining, or resignation of the Finance Director/Personnel Director.**
On a motion by Gioia, seconded by Hauser, the Council voted unanimously to go into Executive Session.

A motion by Gioia that Dane Bullard is retiring as the Town Finance Director pursuant to the terms of the Town Code failed for lack of a second.

On a motion by Gioia, seconded by Parry, the Council voted unanimously to approve the resignation of Dane Bullard according to Town Code Section 3-1-3(B) based on a severance package of nine months pursuant to the terms discussed, and conditioned upon a release signed by Bullard.

Finance Director Bullard requested that the meeting go to Executive Session since he had no materials to go on and there was no staff present who could add anything to the meeting.

The meeting was adjourned at 4:33 p.m. to go into Executive Session; following the Executive Session, the meeting was reconvened at 5:35 p.m.

Gioia announced that Bullard is retiring as the Town Finance Director/HR Director, pursuant to the terms of the Town Code, with appreciation of the Town for his years of service.

4. **Adjournment**
On a motion by Hauser, seconded by Garrison, the meeting was adjourned at 5:36 p.m.

_____
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 Special Session of the Town Council of

Camp Verde, Arizona, held on the 17th day of September 2007. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2007.

_____

Debbie Barber, Town Clerk

Virginia Jones

From: "Tonya Brogdon" <tbrogdon@cvusd.k12.az.us>
To: <vjones@cvaz.org>
Cc: "Jeff Van Handel" <jvanhandel@cvusd.k12.az.us>
Sent: Wednesday, September 19, 2007 9:59 AM
Subject: Draft of Minutes

Virginia, per your request, below is the ***Draft*** of the portion of the minutes of what was discussed at the September 11, 2007 School Board Meeting. Please note that this is a ***Draft*** and has not been Board approved.

A. Camp Verde Heritage Pool IGA, Skateboard Park IGA, Community Recycling Center IGA

Dr. Van Handel discussed the operating expenses and yearly revenue for the Camp Verde Heritage Pool, and IGA renewals with the Town of Camp Verde for the Pool, Skateboard Park and Community Recycling Center. The original IGA was for 25 years and needs to be revised to 4 years. The District's Legal counsel has reviewed and revised each IGA to include maintenance and end of life restoration. The facilities exist on District property and the District covers the insurance, water and electricity costs. The town is requesting a 53% increase of fees to the District beginning next year for the pool, bringing the District's total costs of the facility to approximately $30,000 per year with $19,635 paid to the Town of Camp Verde for usage. The use of the pool is approximately 12 weeks out of the year with the Elementary School at 2 hours per week, Middle School at 20 hours per week, and the High School at 4 hours per week.

If you should have any questions, please feel free to contact me. Thank you.

Sincerely,

Tonya Brogdon
Superintendent/Board Secretary
Camp Verde Unified School District No. 28
410 Camp Lincoln Road
Camp Verde, AZ 86322
Phone: (928) 567-8008
Fax: (928) 567-8004

INTERGOVERNMENTAL AGREEMENT
SKATEBOARD PARK

This Intergovernmental Agreement ("Agreement") for use of a Skateboard Park is entered into this _____ day of _____, 2007, by and between Camp Verde Unified School District No. 28, a political subdivision of the State of Arizona ("CVUSD"), and the Town of Camp Verde, an Arizona municipal corporation (the "Town"), each individually a "Party" and jointly "the Parties".

RECITALS

The Town and CVUSD agreed in February of 1999 to construct a community skateboard park (the "Facility") as a public outdoor recreation facility on CVUSD property and to cooperatively act to maintain the Facility.

The Facility has been built by the Parties and the Parties desire to enter into this Agreement for the use and management of the Facility.

CVUSD is authorized to enter into this Agreement pursuant to Arizona Revised Statutes Section 15-342(13), Section 15-364(A), and Section 11-952.

The Town is authorized to enter into this Agreement under ARS Section 15-364(B) and Section 11-952.

Now therefore, for the mutual covenants and consideration contained herein, the Parties agree as follows:

AGREEMENT

1. TERM. The term of this Agreement shall commence on _____, 2007, and end on _____, 2011. This Agreement may be extended by either Party for successive terms of four years upon written notice of intent to extend delivered to the other Party not less than thirty (30) days prior to the end of the then-current term.

2. PURPOSE. The purpose of this Agreement is to set forth the responsibilities and contributions of the Parties with respect to the operation of the Facility and the sharing of operational costs and maintenance of the Facility.

3. USE. The Parties each represent that the Facility will be used only for the purpose of a skateboard park. The Parties agree to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of CVUSD pertaining to the use and occupancy of the Facility. Neither Party shall use or allow any portion of the Facility to be used for any unlawful purpose. Neither Party shall commit or allow to be committed any waste or nuisance in or about the Facility, or subject the Facility to any use that would damage any portion of the Facility or raise or violate any insurance coverage maintained by CVUSD. The Parties shall not allow a number of persons in any

portion of the Facility at any time in excess of the legal or normal capacity of such portion of the Facility. The Parties shall not permit smoking or alcohol in any portion of the Facility.

4. SCHEDULING.

A. The Town will schedule the use of the Facility, primarily through the Town's Parks and Recreation Department.

B. The Town will hire and schedule all staff and employees for operation of the Facility. The Town assumes all responsibility and liability for its employees hired pursuant to this Agreement.

5. FINANCIAL CONTRIBUTIONS.

A. Pursuant to ARS Section 15-1105(A), CVUSD may lease school property to any organization for recreational purposes in the interest of the community. CVUSD must charge a reasonable use fee for such lease, which fee may include goods contributed or services rendered by the Town to CVUSD.

The reasonable use fee for lease of CVUSD property shall be services rendered by the Town as follows:

Town will schedule use of the Facility as provided in Section 4 above.
Town will operate and maintain the Facility.
Town will set fees for use of the Facility and collect the same.
Town will use fees collected to pay all expenses of operation and maintenance (including but not limited to utilities, supplies, and personnel) of the Facility except as expressly provided elsewhere in this Agreement.

B. CVUSD shall provide non-potable water and pay for electricity used by the Facility. This provision shall survive termination of this Agreement as long as Town is operating the Facility; provided, however, that if such termination occurs and Town continues to operate the Facility, CVUSD and Town may negotiate for Town to reimburse CVUSD for the expenses of water and electricity provided by CVUSD to the Facility.

C. The Parties shall review the income and expenses relating to the Facility as frequently as the Parties shall agree, but not less than once during each Term of this Agreement.

D. Each Party shall include in its budget each year an amount necessary to meet the Party's financial responsibilities described in the grant application and as set forth in this Agreement.

E. In the event the Facility is abandoned for a period of one year or is permanently closed, then Town shall be responsible for the cost of restoring the site to its condition prior to construction of the Facility.

6. INSURANCE.

A. CVUSD will procure, at its expense, and maintain during the term hereof, a policy of general liability insurance against claims for bodily injury, death and property damage occurring in connection with the use of the Facility as part of its general policy.

B. Town will procure, at its expense, and maintain during the term hereof, a policy of general liability insurance against claims for bodily injury, death and property damage occurring in connection with the use of the Facility as part of its general policy.

7. LIABILITY. Town agrees to conduct its activities in the Facility in a careful and safe manner. Where both CVUSD and Town, including their employees, agents or representatives participated in the liability causing event, each Party shall contribute to the common liability a pro rata share based upon its relative degree of fault as established by compromise, arbitration or litigation; provided, however, that notwithstanding any other provision of this Agreement to the contrary, any agreement by CVUSD to defend, hold harmless or indemnify Town shall be limited to, and be payable only from, CVUSD's available insurance or self-insurance coverage for liability assumed by contract, if any, available as a part of its general liability insurance program.

8. ENTIRE CONTRACT. This Agreement and the grant application on which it is based embody the entire contract between Town and CVUSD. The Parties shall not be bound by or be liable for any statement or representation of any nature not set forth in the grant application or this Agreement. Changes of any of the provisions of this Agreement shall not be valid unless reduced to writing and signed by both Parties.

9. TERMINATION. This Agreement may be terminated by a majority vote by the governing board of either Party. The Party terminating the Agreement must notify the other Party in writing prior to December 15 of the year prior to the effective date of termination. The effective date of termination will be June 30 of the year after notification.

10. RIGHT OF FIRST REFUSAL. If CVUSD sells the real property upon which the Facility is located, CVUSD shall first offer to the Town the Facility and real property of a size to effectuate the purpose for which the Facility was constructed at a price which is fair market value less an amount which is the total of the funds contributed by Town for original construction of the Facility plus all subsequent capital contributions to the Facility by Town.

11. WAIVER. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or either Party's delay in the exercise of any such rights or remedies shall not

release the other Party from any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of the Party to insist upon strict performance of this Agreement.

12. ASSIGNMENTS AND SUBLETTING. Town shall not have the right to assign this Agreement or allow any other person or entity to use or occupy any or all of the Facility without the prior written consent of CVUSD, which consent may be granted or withheld at CVUSD's sole discretion.

13. DEFAULT. In the event that the Town fails to pay any fee or other sum required to be paid by the Town hereunder when due, or otherwise fails to comply with or observe any other provisions of this Agreement, in addition to any other remedy that may be available to the CVUSD by reason of such failure, whether at law or in equity, the CVUSD may immediately terminate this Agreement and all rights of the Town hereunder.

14. ARBITRATION. In the event of a dispute hereunder, the parties agree to use arbitration insofar as required by Arizona Revised Statutes Sections 12-1518 and 12-133, and the rules promulgated thereunder.

15. CONFLICT OF INTEREST. The Parties understand that this Agreement is subject to cancellation pursuant to Section 38-511 of the Arizona Revised Statutes.

16. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Arizona, the courts of which state shall have jurisdiction of the subject matter hereof.

17. RELATIONSHIP.

A. The Parties agree that neither the Town nor any employees or other personnel of the Town will for any purpose be considered employees of CVUSD, and with respect to the Town and any employees or other personnel of the Town, CVUSD shall not be responsible in any manner for the supervision, daily direction and control of the Town and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for Town and any of its employees or other personnel.

B. The Parties agree that neither CVUSD nor any employees or other personnel of the CVUSD will for any purpose be considered employees of the Town, and with respect to CVUSD and any employees or other personnel of CVUSD, the Town shall not be responsible in any manner for the supervision, daily direction and control of CVUSD and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for CVUSD and any of its employees or other personnel.

18. AUTHORITY.

A. The individual signing below on behalf of the Town hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Town and that this Agreement is binding upon the Town in accordance with its terms.

B. The individual signing below on behalf of CVUSD hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of CVUSD and that this Agreement is binding upon CVUSD in accordance with its terms.

In Witness whereof, the Parties execute this Agreement:

FOR CVUSD:

By: _____
Linda MacPhee, Governing Board President

Attest: _____
Tonya Brogdon, Superintendent/Board Secretary

This Agreement is in the proper form and is within the power and authority granted under A.R.S. Section 11-952 *et seq.*:

By: _____
Attorney for CVUSD

FOR TOWN:

By: _____
Tony Gioia, Mayor

Attest: _____
Deborah Barber, Clerk

This Agreement is in the proper form and is within the power and authority granted under A.R.S. Section 11-952 *et seq.*:

By: _____
Town Attorney

INTERGOVERNMENTAL AGREEMENT
RECYCLING FACILITY

This Intergovernmental Agreement ("Agreement") for use of a Recycling Facility is entered into this _____ day of _____, 2007, by and between Camp Verde Unified School District No. 28, a political subdivision of the State of Arizona ("CVUSD"), and the Town of Camp Verde, an Arizona municipal corporation (the "Town"), each individually a "Party" and jointly "the Parties".

RECITALS

The Town and CVUSD have constructed a community recycling program facility (the "Facility") as a public facility on CVUSD property.

The Parties desire to cooperatively act to maintain the Facility and desire to enter into this Agreement for the use and management of the Facility.

CVUSD is authorized to enter into this Agreement pursuant to Arizona Revised Statutes Section 15-342(13), Section 15-364(A), and Section 11-952.

The Town is authorized to enter into this Agreement under ARS Section 15-364(B) and Section 11-952.

Now therefore, for the mutual covenants and consideration contained herein, the Parties agree as follows:

AGREEMENT

1. TERM. The term of this Agreement shall commence on _____, 2007, and end on _____, 2011. This Agreement may be extended by either Party for successive terms of four years upon written notice of intent to extend delivered to the other Party not less than thirty (30) days prior to the end of the then-current term.

2. PURPOSE. The purpose of this Agreement is to set forth the responsibilities and contributions of the Parties with respect to the operation of the Facility and the sharing of operational costs and maintenance of the Facility.

3. USE. The Parties each represent that the Facility will be used only for the purpose of a recycling facility. The Parties agree to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of CVUSD pertaining to the use and occupancy of the Facility. Neither Party shall use or allow any portion of the Facility to be used for any unlawful purpose. Neither Party shall commit or allow to be committed any waste or nuisance in or about the Facility, or subject the Facility to any use that would damage any portion of the Facility or raise or violate any insurance coverage maintained by CVUSD. CVUSD, in its sole discretion, shall determine the

location of the Facility. The parties shall not permit any smoking or alcohol in any portion of the Facility.

4. SCHEDULING.

A. The Town will schedule the use of the Facility.

B. The Town will hire and schedule all staff and employees for operation of the Facility. The Town assumes all responsibility and liability for its employees hired pursuant to this Agreement.

5. FINANCIAL CONTRIBUTIONS.

A. Pursuant to ARS Section 15-1105(A), CVUSD may lease school property to any organization for purposes in the interest of the community. CVUSD must charge a reasonable use fee for such lease, which fee may include goods contributed or services rendered by the Town to CVUSD.

The reasonable use fee for lease of CVUSD property shall be services rendered by the Town as follows:

Town will schedule use of the Facility as provided in Section 4 above.

Town will operate and maintain the Facility.

Town will set fees for use of the Facility and collect such fees and recycling revenues into a separate bank account from which Town will pay all expenses of operation and maintenance (including but not limited to utilities, supplies, and personnel) of the Facility except as expressly provided elsewhere in this Agreement.

B. CVUSD shall provide non-potable water and pay for electricity used by the Facility. This provision shall survive termination of this Agreement as long as Town is operating the Facility; provided, however, that if such termination occurs and Town continues to operate the Facility, CVUSD and Town may negotiate for Town to reimburse CVUSD for the expenses of water and electricity provided by CVUSD to the Facility.

C. CVUSD shall provide insurance coverage for the Facility.

D. The Parties shall review the income and expenses relating to the Facility as frequently as the Parties shall agree, but not less than once during each Term of this Agreement.

E. Each Party shall include in its budget each year an amount necessary to meet the Party's financial responsibilities described in the grant application and as set forth in this Agreement.

F. In the event the Facility is abandoned for a period of three (3) months or is permanently closed, then Town shall be responsible for the cost of restoring the site to its condition prior to construction of the Facility.

6. INSURANCE.

A. CVUSD will procure, at its expense, and maintain during the term hereof, a property insurance policy and a policy of general liability insurance against claims for bodily injury, death and property damage occurring in connection with the use of the Facility as part of its general policy.

B. Town will procure, at its expense, and maintain during the term hereof, a property insurance policy and a policy of general liability insurance against claims for bodily injury, death and property damage occurring in connection with the use of the Facility as part of its general policy.

8. LIABILITY. Town agrees to conduct its activities in the Facility in a careful and safe manner. Where both CVUSD and Town, including their employees, agents or representatives participated in the liability causing event, each Party shall contribute to the common liability a pro rata share based upon its relative degree of fault as established by compromise, arbitration or litigation; provided, however, that notwithstanding any other provision of this Agreement to the contrary, any agreement by CVUSD to defend, hold harmless or indemnify Town shall be limited to, and be payable only from, CVUSD's available insurance or self-insurance coverage for liability assumed by contract, if any, available as a part of its general liability insurance program.

9. ENTIRE CONTRACT. This Agreement and the grant application upon which it is based embody the entire contract between Town and CVUSD. The Parties shall not be bound by or be liable for any statement or representation of any nature not set forth in the grant application or this Agreement. Changes of any of the provisions of this Agreement shall not be valid unless reduced to writing and signed by both Parties.

10. TERMINATION. This Agreement may be terminated by a majority vote by the governing board of either Party. The Party terminating the Agreement must notify the other Party in writing prior to December 15 of the year prior to the effective date of termination. The effective date of termination will be June 30 of the year after notification.

11. REMOVAL ON SALE. If CVUSD sells the real property upon which the Facility is located, CVUSD shall, not less than thirty days before close of such sale, notify Town of such sale and Town shall remove the recycling center from the real property prior to the closing date of the real estate sale.

12. WAIVER. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or either Party's delay in the exercise of any such rights or remedies shall not

release the other Party from any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of the Party to insist upon strict performance of this Agreement.

13. ASSIGNMENTS AND SUBLETTING. Town shall not have the right to assign this Agreement or allow any other person or entity to use or occupy any or all of the Facility without the prior written consent of CVUSD, which consent may be granted or withheld at CVUSD's sole discretion.

14. DEFAULT. In the event that the Town fails to pay any fee or other sum required to be paid by the Town hereunder when due, or otherwise fails to comply with or observe any other provisions of this Agreement, in addition to any other remedy that may be available to the CVUSD by reason of such failure, whether at law or in equity, the CVUSD may immediately terminate this Agreement and all rights of the Town hereunder.

15. ARBITRATION. In the event of a dispute hereunder, the parties agree to use arbitration insofar as required by Arizona Revised Statutes Sections 12-1518 and 12-133, and the rules promulgated thereunder.

16. CONFLICT OF INTEREST. This Agreement is subject to cancellation pursuant to Section 38-511 of the Arizona Revised Statutes.

17. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Arizona, and the courts of Arizona shall have jurisdiction of the subject matter hereof.

18. RELATIONSHIP.

A. The Parties agree that neither the Town nor any employees or other personnel of the Town will for any purpose be considered employees of CVUSD, and with respect to the Town and any employees or other personnel of the Town, CVUSD shall not be responsible in any manner for the supervision, daily direction and control of the Town and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for Town and any of its employees or other personnel.

B. The Parties agree that neither CVUSD nor any employees or other personnel of the CVUSD will for any purpose be considered employees of the Town, and with respect to CVUSD and any employees or other personnel of CVUSD, the Town shall not be responsible in any manner for the supervision, daily direction and control of CVUSD and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for CVUSD and any of its employees or other personnel.

19. AUTHORITY.

A. The individual signing below on behalf of the Town hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Town and that this Agreement is binding upon the Town in accordance with its terms.

B. The individual signing below on behalf of CVUSD hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of CVUSD and that this Agreement is binding upon CVUSD in accordance with its terms.

In Witness whereof, the Parties execute this Agreement:

FOR CVUSD:

By: _____
Linda MacPhee, Governing Board President

Attest: _____
Tonya Brogdon, Superintendent/Board Secretary

This Agreement is in the proper form and is within the power and authority granted under A.R.S. Section 11-952 *et seq.*:

By: _____
Attorney for CVUSD

FOR TOWN:

By: _____
Tony Gioia, Mayor

Attest: _____
Deborah Barber, Clerk

This Agreement is in the proper form and is within the power and authority granted under A.R.S. Section 11-952 *et seq.*:

By: _____
Town Attorney

INTERGOVERNMENTAL AGREEMENT
CAMP VERDE HERITAGE POOL

This Intergovernmental Agreement ("Agreement") for use and operation of a community swimming pool complex is entered into this _____ day of _____, 2007, by and between Camp Verde Unified School District No. 28, a political subdivision of the State of Arizona ("CVUSD"), and the Town of Camp Verde, an Arizona municipal corporation (the "Town"), each individually a "Party" and jointly "the Parties".

RECITALS

The Town, as applicant, and CVUSD filed a grant application with the Arizona State Parks Board on June 29, 1993, for the construction of a community swimming pool complex as a public outdoor recreational facility (the "Facility") under the Federal Land and Water Conservation Fund (LWCF), established by Public Law 88-567, and Arizona Revised Statutes Section 41-503 and Section 15-364.

The grant application and Town Resolution 93-239 require execution of an intergovernmental agreement containing the contributions of the Parties toward the grant, equal sharing of operational costs, and the responsibilities of the Parties for operation of the Facility.

The Parties have constructed the Facility as a public facility on CVUSD property.

The Parties desire to cooperatively act to maintain the Facility and desire to enter into this Agreement for the use and management of the Facility.

CVUSD is authorized to enter into this Agreement pursuant to Arizona Revised Statutes Section 15-342(13), Section 15-364(A), and Section 11-952.

The Town is authorized to enter into this Agreement under ARS Section 15-364(B) and Section 11-952.

Now therefore, for the mutual covenants and consideration contained herein, the Parties agree as follows:

AGREEMENT

1. TERM. The term of this Agreement shall commence on _____, 2007, and shall continue until terminated by either Party pursuant to Section 10 below.

2. PURPOSE. The purpose of this Agreement is to set forth the responsibilities and contributions of the Parties with respect to the operation of the Facility and the sharing of operational costs and maintenance of the Facility.

3. USE. The Parties each represent that the Facility will be used only for the purpose of a public outdoor recreational facility. The Parties agree to comply with all applicable state, federal or city laws and regulations, and with the policies and regulations of CVUSD pertaining to the use and occupancy of the Facility. Neither Party shall use or allow any portion of the Facility to be used for any unlawful purpose. Neither Party shall commit or allow to be committed any waste or nuisance in or about the Facility, or subject the Facility to any use that would damage any portion of the Facility or raise or violate any insurance coverage maintained by CVUSD. The Parties shall not allow a number of persons in any portion of the Facility at any time in excess of the legal or normal capacity of such Facility. The Parties shall not permit smoking or alcohol in any portion of the Facility.

4. SCHEDULING.

A. The Town will schedule the use of the Facility, primarily through its Parks and Recreation Department. During the time the schools are in session, priority in scheduling will be given to CVUSD students and CVUSD-sponsored activities.

B. The Town will hire and schedule all staff and employees for operation of the Facility. The Town assumes all responsibility and liability for its employees hired pursuant to this Agreement.

5. FINANCIAL CONTRIBUTIONS.

A. Pursuant to ARS Section 15-1105(A), CVUSD may lease school property to any organization for recreational purposes in the interest of the community. CVUSD must charge a reasonable use fee for such lease, which fee may include goods contributed or services rendered by the Town to CVUSD.

The reasonable use fee for lease of CVUSD property shall be services rendered by the Town as follows:

Town will schedule use of the Facility as provided in Section 4 above.

Town will operate and maintain the Facility.

Town will set fees for use of the Facility and collect such fees and revenues in a separate bank account from which Town will pay all expenses of operation and maintenance (including but not limited to utilities, supplies, and personnel) of the Facility except as expressly provided elsewhere in this Agreement.

B. CVUSD shall provide non-potable water and pay for electricity used by the Facility. This provision shall survive termination of this Agreement as long as Town is operating the Facility; provided, however, that if such termination occurs and Town continues to operate the Facility, CVUSD and Town may negotiate for Town to reimburse CVUSD for the expenses of water and electricity provided by CVUSD to the Facility.

C. CVUSD shall provide insurance coverage for the Facility as provided in Section 6 below.

D. In addition to the utilities as provided in Section 5.B herein, CVUSD shall contribute the sum of Nineteen Thousand Five Hundred Dollars ($19,500) annually for operational and maintenance costs of the Facility. Town will invoice CVUSD for such amount on or before May 15 of each year of the Term, and CVUSD shall make payment of the invoice on or before June 30th of the same year.

E. The Parties shall review the income and expenses relating to the Facility as frequently as the Parties shall agree, but not less than once every three years.

F. Each Party shall include in its budget each year an amount necessary to meet the Party's financial responsibilities described in the grant application and as set forth in this Agreement.

G. In the event the Facility is abandoned for a period of one year or is permanently closed, then the cost of restoring the site to its condition prior to construction of the Facility shall be borne fifty percent (50%) by CVUSD and fifty percent (50%) by Town. Notwithstanding the preceding sentence, nothing in this paragraph shall prohibit CVUSD from retaining ownership of and maintaining the Facility upon the events listed in this paragraph.

6. INSURANCE.

A. CVUSD will procure, at its expense, and maintain during the term hereof, a property insurance policy and a policy of general liability insurance against claims for bodily injury, death and property damage occurring in connection with the use of the Facility as part of its general policy. This may be self-insurance through the Arizona School Risk Retention Trust.

B. Town will procure, at its expense, and maintain during the term hereof, a property insurance policy and a policy of general liability insurance against claims for bodily injury, death and property damage occurring in connection with the use of the Facility as part of its general policy.

7. LIABILITY AND INDEMNITY. Town agrees to conduct its activities in the Facility in a careful and safe manner. As a material part of the consideration to CVUSD, Town hereby assumes all risk of damage to and loss or theft of property, and injury or death to persons related to the use or occupancy of any portion of the Facility from any cause whatsoever, and Town hereby waives all claims in respect thereof against CVUSD. Town shall indemnify, defend, and save harmless CVUSD and all of its employees, agents, and representatives from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by CVUSD, on account of loss or damages to any property and for injuries to or death of any person arising out of

any act or omission by Town, its employees, agents, representatives, or subcontractors, or arising out of its use of the Facility, or arising out of workers' compensation claims or unemployment disability compensation claims of employees of TOWN or out of claims under similar such laws. Town's obligation under this Section 8 shall not extend to any liability caused by the sole negligence of CVUSD, or its employees. Where both CVUSD and Town, including their employees, agents or representatives participated in the liability causing event, each Party shall contribute to the common liability a pro rata share based upon its relative degree of fault as established by compromise, arbitration or litigation.

8. ENTIRE CONTRACT. This Agreement and the grant application upon which it is based embody the entire contract between Town and CVUSD. The Parties shall not be bound by or be liable for any statement or representation of any nature not set forth in the grant application or this Agreement. Changes of any of the provisions of this Agreement shall not be valid unless reduced to writing and signed by both Parties.

9. TERMINATION.

A. This Agreement may be terminated by a majority vote by the governing body of either Party. The Party terminating the Agreement must notify the other Party in writing prior to December 15 of the year prior to the effective date of termination. The effective date of termination will be June 30 of the year after notification.

B. Upon termination of this Agreement, the scheduling priority provided in Section 4.A shall cease.

10. RIGHT OF FIRST REFUSAL. If CVUSD at any time determines to sell the real property upon which the Facility is located, CVUSD shall first offer to the Town the option to purchase the Facility, including real property of a size to effectuate the purpose for which the Facility was constructed, at a price which is fair market value less an amount which is the total of the funds contributed by Town for original construction of the Facility plus all subsequent capital contributions to the Facility by Town. Town shall have thirty (30) days in which to decide if Town will exercise such option and notify CVUSD of the decision. If Town does not exercise its option to purchase the Facility, CVUSD may sell the property to any purchaser. Such sale shall be contingent upon completion of the twenty-five (25) year lease or repayment of grant funds per CVUSD Resolution 99-201 dated February 9, 1999.

11. WAIVER. The failure of either Party to insist upon strict performance of any of the provisions of this Agreement or to exercise any rights or remedies provided by this Agreement, or either Party's delay in the exercise of any such rights or remedies shall not release the other Party from any of its responsibilities or obligations imposed by this Agreement and shall not be deemed a waiver of any right of the Party to insist upon strict performance of this Agreement.

12. ASSIGNMENTS AND SUBLETTING. Town shall not have the right to assign this Agreement or allow any other person or entity to use or occupy any or all of the Facility without the prior written consent of CVUSD, which consent may be granted or withheld at CVUSD's sole discretion.

13. DEFAULT.

A. In the event that the Town fails to pay any fee or other sum required to be paid by the Town hereunder when due, or otherwise fails to comply with or observe any other provisions of this Agreement, in addition to any other remedy that may be available to the CVUSD by reason of such failure, whether at law or in equity, the CVUSD may immediately terminate this Agreement and all rights of the Town hereunder.

B. In the event that CVUSD fails to pay any fee or other sum required to be paid by CVUSD hereunder when due, or otherwise fails to comply with or observe any other provisions of this Agreement, in addition to any other remedy that may be available to the Town by reason of such failure, whether at law or in equity, the Town may immediately terminate this Agreement and all rights of CVUSD hereunder.

14. ARBITRATION. In the event of a dispute hereunder, the parties agree to use arbitration insofar as required by Arizona Revised Statutes Sections 12-1518 and 12-133, and the rules promulgated thereunder.

15. CONFLICT OF INTEREST. This Agreement is subject to cancellation pursuant to Section 38-511 of the Arizona Revised Statutes.

16. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Arizona, and the courts of Arizona shall have jurisdiction of the subject matter hereof.

17. RELATIONSHIP.

A. The Parties agree that neither the Town nor any employees or other personnel of the Town will for any purpose be considered employees of CVUSD, and with respect to the Town and any employees or other personnel of the Town, CVUSD shall not be responsible in any manner for the supervision, daily direction and control of the Town and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for Town and any of its employees or other personnel.

B. The Parties agree that neither CVUSD nor any employees or other personnel of the CVUSD will for any purpose be considered employees of the Town, and with respect to CVUSD and any employees or other personnel of CVUSD, the Town shall not be responsible in any manner for the supervision, daily direction and control of CVUSD and any of its employees or other personnel or the payment of salary (including withholding income taxes and social security), workers' compensation and disability benefits for CVUSD and any of its employees or other personnel.

18. AUTHORITY.

A. The individual signing below on behalf of the Town hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Town and that this Agreement is binding upon the Town in accordance with its terms.

B. The individual signing below on behalf of CVUSD hereby represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of CVUSD and that this Agreement is binding upon CVUSD in accordance with its terms.
In Witness whereof, the Parties execute this Agreement:

FOR CVUSD:

By: _____
Linda MacPhee, Governing Board President

Attest: _____
Tonya Brogdon, Superintendent/Board Secretary

This Intergovernmental Agreement is approved as to form and is within the authority granted to CVUSD:

By: _____
Attorney for CVUSD

FOR TOWN:

By: _____
Tony Gioia, Mayor

Attest: _____
Deborah Barber, Clerk

This Intergovernmental Agreement is approved as to form and is within the authority granted to Town:

By: _____
Town Attorney

TOWN OF CAMP VERDE
Council Agenda Action Form

Meeting Type: Regular **Meeting Date:**September 26, 2007
Consent:☐ **Executive Session/Confidential:**☐ Type(s) of Presentation: Verbal Only

AGENDA TITLE: (Be Exact):Discussion, consideration and possible annual renewal of of the On Call Engineering Services Agreement with Arizona Engineering Company.

PURPOSE AND BACKGROUND INFORMATION: The Town of Camp Verde has maintained a contractural agreement with Arizona Engineering Company (AEC) for On Call Services since 2004, and this agreement has been renewed annually since then. The contractal agreement with AEC providesthe Town with civil engineering and surveying services that are based upon a rate schedule. The Town currently has 2 projects that are in design with AEC and 2 other projects that AEC has already completed some prior work on that need design work this fical year.

STAFF RECOMMENDATION(S): Approve

LIST ALL ATTACHMENTS: Copy of the AEC agreement and rate schedule.

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

☒ Acceptance/Approval	☒ Agreement/Contract	☐ Emergency Clause
☐ Final Plat	☐ Grant Submission	☐ Intergovernmental Agreement
☐ Liquor/Bingo Application	☐ Ordinance	☐ Preliminary Plat
☐ Public Hearing	☐ Resolution	☐ Special Consideration
☐ Special/Temp Use Permit	☐ Other:	☐ Presentation/Report Only

Finance Director Review
Budgeted/Amount Yes $NA
Comments:N/A

Fund: Line Item/:

Submitting Department: Public Works **Contact Person:**Ron Long

Town Manager/Designee:_____

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

ARIZONA ENGINEERING COMPANY
2006 RATES FOR PROFESSIONAL SERVICES FOR TOWN OF CAMP VERDE

Tier 1 Rates Discounted Basic Services (25% Discount from Standard Rates)	Tier 2 Rates Direct Project Services	Tier 3 Rates Plan and Plat Review
Principal.....$168.75/hour Sr. Project Manager. .....$105.00/hour Project Manager .....$86.25/hour Project Engineer .....$75.00/hour Design Engineer.....$68.25/hour CAD Services.....$68.25/hour Engineering Intern .....$39.75/hour Survey Manager .....$86.25/hour Project Surveyor.....$68.25/hour GIS Specialist .....$54.75/hour Survey Team Member.....$52.50/hour Survey Equipment.....$37.00/hour Senior Administrator .....$51.18/hour Clerical Support .....$39.75/hour Graphic Design Services .....$52.50/hour Computer Charges.....$10.00/hour	Principal.....$225.00/hour Sr. Project Manager. .....$140.00/hour Project Manager .....$115.00/hour Project Engineer .....$100.00/hour Design Engineer.....$91.00/hour CAD Services.....$91.00/hour Engineering Intern .....$53.00/hour Survey Manager .....$115.00/hour Project Surveyor.....$91.00/hour GIS Specialist .....$73.00/hour Survey Team Member.....$70.00/hour Survey Equipment.....$37.00/hour Senior Administrator .....$91.00/hour Clerical Support .....$53.00/hour Graphic Design Services .....$70.00/hour Computer Charges.....$10.00/hour	Subdivision Plat Review – 75% of the Town's standard fee: Preliminary Plat - $375 for 10 lots plus $7.50/lot over 10 lots. Final Plat - $262.50 for 10 lots plus $7.50/lot over 10 lots. Amended Plat - $262.50 for 10 lots plus $7.50/lot over 10 lots. Site Plans and Construction Plans - $150 per sheet.

TOWN OF CAMP VERDE
Council Agenda Action Form

Meeting Type: Regular **Meeting Date: 9-26-07**

Type(s) of Presentation: Verbal Only

AGENDA TITLE: Public Hearing, Discussion and possible Approval of Resolution 2007-730, a resolution of the common council of the town of Camp Verde, Arizona, approving Use Permit 2007-02 to allow Verde Lakes Water Company to use a portion of parcel 404-13-451H measuring approximately 187' X 182' for a business office and storage facility. The property is located at 2867 Verde Lakes Drive and zoned R1-10. The Use Permit will only expire when the use is no longer active on this parcel.

PURPOSE AND BACKGROUND INFORMATION:
This application was continued until such time as the language in Section 108 I was revised to more correctly define a use permit, the procedures, limitations and conditions. Council approved Ordinance 2007 A340 and A345 on September 5, 2007 amending Section 108 and 109. Therefore staff is bringing back for consideration Use Permit 2007-02, submitted by Verde Lakes Property Owners Association, requesting a Use Permit to allow the Verde Lakes Water Company to construct a Business Office and Storage facility on a portion of parcel 404-13-451H measuring approximately 187' X 182'. The water company is currently sharing the clubhouse building with the Verde Lakes Property Owners' Association for their office facility. Their storage yard is at another location. They would like to have both facilities in the same location for the convenience of employees who need to access supplies and for the convenience of citizens who need to access their office. This parcel is split zoned with the clubhouse located in RCU2A zoning district and the proposed office site on the portion of the parcel zoned R1-10. **They are also requesting that the fees for this use permit be waived and that the term of the use permit be for the life of the activity on this parcel**.

The drive accessing the Verde Lakes Club House is on the North side of the project parcel. The club house sets on an adjacent parcel to the East. There is an additional 40' easement running parallel to Verde Lakes Drive. This project will be reviewed in depth by staff and Design Review Board before construction can commence. The applicant has provided a survey map produced by Heritage Survey showing the correct dimensions of the parcels. A screening fence will be required for this activity because there are residential uses on three sides.

A neighborhood meeting was held on May 25, 2007 at 6:30PM in the Verde Lakes Property Owners' Association Clubhouse. The applicant posted the property and sent out letters to property owners within 300' of the subject property. There was only one resident who attended the meeting and they were in support of the application.

When staff meets with an applicant, it is customary to always discuss the types of applications that would be applicable to the project. The Verde Lakes Property Owners' Association representatives chose to go with a Use Permit. This is the same type of process the Town has used for numerous Camp Verde Water facilities located through out the Town in various locations. Many times, a structure is involved in development that is based on an approval of a use permit. For example, all RV parks and Mobile Home Parks within the Town is required to have a use permit, even if it is zoned Commercial. The only exception would be if the park is developed under a PUD.

Six agencies were notified of this application and at this time we only have three responses. The Town Engineer had no comment. Yavapai County Flood Control District had no objections to this use permit but did indicate that the applicant must submit a drainage report and grading and drainage plan completed by an AZ

Registered Civil Engineer before the Town can issue a building permit. The Yavapai County Environmental Unit had no comment on this application.

38 letters were sent out to property owners within 300' of the subject property and staff has not received any comments either for or against this application as of the writing of this report.

It should be noted that approval of this use permit does not waive any other approvals needed from the Town to improve the subject property or construct any structures.

STAFF RECOMMENDATION(S): One of the biggest considerations to issuing a use permit for this type of activity would be the impact on the immediate neighborhood and the traffic flow. Because this property is located near SR 260 and on a major collector, Verde Lakes Drive, staff is recommending approval.

LIST ALL ATTACHMENTS: Application, request to waive fee, staff report, site plan, neighborhood meeting confirmation and agency review comments, survey map and vicinity map.

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

☐ Acceptance/Approval	☐ Agreement/Contract	
☐ Intergovernmental Agreement	☐ Ordinance	☐ Preliminary Plat
X☐ Public Hearing	☐ Resolution	☐ Special Consideration
X☐ Special/Temp Use Permit	☒ Other:	☐ Presentation/Report Only

Submitting Department: P&Z **Contact Person: Nancy Buckel**

RESOLUTION 2007-730

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA APPROVING USE PERMIT 2007-02 TO ALLOW VERDE LAKES WATER COMPANY TO USE A PORTION OF PARCEL 404-13-451H MEASURING APPROXIMATELY 187' X 182' AND ZONED R1-10 FOR A BUSINESS OFFICE AND STORAGE FACILITY. THE PROPERTY IS LOCATED AT 2867 VERDE LAKES DRIVE..

The Common Council of the Town of Camp Verde hereby resolves as follows:

I. The Common Council hereby finds as follows:

A. A request for approval of Use Permit 2007-02 was filed by Audrie W. Harris, representative of the Verde Lakes Home Owners Assoc., owners of tax parcel 404-13-451H to allow Verde Lakes Water Company to use a portion of the parcel measuring approximately 187' X 182' for a Business Office and Storage Facility.

B. The request was reviewed by the Planning and Zoning Commission on July 12, 2007 and by the Common Council on July 25, 2007 in public hearings that were advertised and posted according to state law.

C. A neighborhood meeting was held May 25, 2007 by the applicant as required by ARS and Town of Camp Verde Ordinance Section 113.

D. The purpose of the Use Permit is to allow Verde Lakes Water Company to use a portion of the parcel measuring approximately 187 X 182' for a Business Office and Storage Facility.

E. The Council finds the proposed use meets the criteria set forth in Section 108 I and is approved.

The Common Council of the Town of Camp Verde hereby approves UP 2007-02 for the purpose of allowing Verde Lakes Water Company to use a portion of the parcel measuring approximately 187 X 182' for a Business Office and Storage Facility. This Use Permit will become effective on October 5,2007.

PASSED AND ADOPTED AT A REGULAR SESSION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA ON SEPTEMBER 26, 2007.

_____
Tony Gioia, Mayor

Date: _____

Attest: _____
Deborah Barber, Town Clerk

APPROVED AS TO FORM:

_____
Town Attorney

CASE NO. 07-12

PROJECT NO. UP 07-02

TOWN OF CAMP VERDE
COMMUNITY DEVELOPMENT DEPARTMENT
P.O. BOX 710 • 473 S. MAIN STREET, SUITE 108
CAMP VERDE, ARIZONA 86322
(928) 567-8513 • FAX (928) 567-7401

USE PERMIT APPLICATION

APPLICATION DATE 3-29-07 TAKEN BY B. Quin

ASSESOR'S PARCEL NO. 404-13-451 H "A" CLASSIFICATION OF UP

PRESENT ZONING R-1-10 FEES

SUBDIVISION VERDE LAKES HEARING DATE

ADDRESS OF PROPERTY 2867 VERDE LAKES DR.

REQUEST:
ISSUANCE OF USE PERMIT to ALLOW VERDE LAKES WATER Co. to Build office Building AND WAREHOUSE ON PROPERTY AS DESIGNATED.

OWNER VERDE LAKES P.O.A. PHONE 567-3651 FAX —

ADDRESS 2867 VERDE LAKES DR. CITY CAMP VERDE STATE AZ ZIP 86322

CONTACT PERSON WINOGENE HARRIS (AUDRIE W. HARRIS) 567-3651

If the applicant is not the property owner, the owner shall complete and sign the following statement. I herby authorize _____ to act as my agent in the application.
Name of Agent

Audrie W. Harris 3-29-07
Signature of Owner Date

****

AGENT ALAN WILLIAMS PHONE 928 300-0541 FAX

ADDRESS 2867 VERDE LAKES CITY C.V STATE AZ ZIP 86322

CONTACT PERSON SAME

****

I herby file the above request and declare that all information submitted is true and correct to the best of my knowledge and belief. I further acknowledge that any omission of information or any error in my application may be cause for delay in it's normal scheduling.

Audrie W. Harris 3-29-07
Signature of Applicant Date

COMMUNITY DEVELOPMENT DEPARTMENT

PERMISSION TO ENTER PROPERTY

Hearing Application:_____ Parcel No. 404-13-451 H "A"

Date:_____ Legal Description: A Portion of the S.E. 1/4 Section 11, Township 13 North, Range 5 East Gila and Salt River Base and Meridian Yavapai County, Arizona

Name: Verde Lakes P.O.A.

Address: 2867 Verde Lakes Dr. Camp Verde, AZ 86322

I, the undersigned, hereby give permission to the Town of Camp Verde Community Development Dept. or Public Official, in the discharge of duties as stated herein, and for good and probable cause, to enter the above described property to inspect same in connection with the application made under the terms of the Town of Camp Verde Planning and Zoning Ordinance. Such investigation may be made to determine whether or not any portion of such property, building or other structure is being placed, erected, maintained, constructed or used in violation of the Town of Camp Verde Planning and Zoning Ordinance. Such entry shall be within 60 days of the date of my signature (below) or within 60 days of the scheduled date of a public hearing for review, transfer, or renewal of the application. Such entry shall be limited between the hours of 7AM and 6PM MST. I understand that this permission to enter property is OPTIONAL and VOLUNTARILY GIVEN and may be withdrawn or revoked (either in writing or orally) at any time.

Andrew W. Harris — 3-29-07

Applicant's Signature — Date

Agent for:_____

State of Arizona
Town of Camp Verde

On this 29 day of March, 2007 before me, the undersigned Notary Public, personally appeared Andrew W. Harris who executed the foregoing instrument for the purpose therein contained.

In witness whereof, I hereby set my hand and official seal.

OFFICIAL SEAL
PAT DAVIS
NOTARY PUBLIC - State of Arizona
YAVAPAI COUNTY
My Comm. Expires April 7, 2007

Pat Davis
Notary Public

April 7, 2007
Date Commission Expires

Rev 12/98

Town of Camp Verde
Attn: Community Development
473 S. Main St., Suite 102
Camp Verde, AZ 86322
Phone: (928) 567-8513
Fax: (928) 567-7401

http:/www.cvaz.org

Special Power of Attorney
Authorization for Permit Application

Parcel Number: 404-13-451H Date: May 29, 2007

Owner: VERDE LAKES PROPERTY OWNERS ASSN.

Address: 2867 VERDE LAKES DR

Phone: ( ) 567-3651

WHEREAS, the above property owner is seeking to develop or improve real property within the municipal limits of the Town of Camp Verde, Yavapai County, Arizona, which will require the filing, processing, and payment of certain zoning, construction and inspection permits and reports, both from the Town and related agencies, and

WHEREAS, the owner elects to designate an agent with authority to file and process all necessary permits and information related to property zoning and improvement, including the authority to pay fees and consent to inspections,

NOW THEREFORE, the undersigned owner hereby designates ALAN WILLIAMS, whose address is: 2867 VERDE LAKES DR.,

as agent to file the permit applications and related documents with the Town of Camp Verde, with such authority to continue to JULY 1, 2007, or the application process is complete, whichever is later, or as may be earlier revoked in writing.

Shirley M. Brinkman, Vice President, Owners (s)

State of Arizona
County of Yavapai, *ss.*

The foregoing special power of attorney for construction and zoning permit application was acknowledged before me this 29 *day of* May, 2007, *by* Shirley Brinkman, *who is/are personally known by me or have produced identification.*

Deborah A. Barber, *Notary Public*

My Commission Expires: Sept. 11, 2009

DEBORAH A. BARBER
Notary Public - Arizona
Yavapai County
My Comm. Expires Sep 11, 2009

DIRECTIONS TO PROPERTY

ASSESSOR'S PARCEL NUMBER 404-13-451 H "A"

APPLICANT'S NAME VERDE LAKES PROPERTY OWNER'S ASSOC.

PROPERTY ADDRESS 2867 VERDE LAKES DR.

DIRECTIONS TO PROPERTY FROM the town of Camp Verde Proceed East on Highway 260 to Milepost 225. Proceed approximately 1/2 Mile to Verde Lakes DR and turn Right. Proceed South to Dirt Road Just Past Preserve DR, About 1/4 Mile. turn Left onto property.

VERDE LAKES PROPERTY OWNER'S ASSOCIATION
2867 VERDE LAKES DRIVE
CAMP VERDE, ARIZONA 86322

April 18, 2007

Jenna Paulsen, Administrative Assistant
Town of Camp Verde
Community Development Department
473 S. Main Street
Camp Verde, AZ 86322

Re: Verde Lakes Property Owners Assoc.

Subj: Use Permit Application

Dear Jenna:

We hereby request a waiver of the $500.00 Use Permit Fee paid by the Verde Lakes Water Corp. The Use Permit is to allow the Verde Lakes Water Corporation to build offices on property owned by the Verde Lakes Property Owner's Association.

Sincerely,

Shirley M. Brinkman

Shirley M. Brinkman
Verde Lakes Property Owner's Association

10050

VERDE LAKES WATER CORPORATION
2867 S. VERDE LAKES DR.
CAMP VERDE, AZ 86322
(928) 567-4338

BANK ONE, N.A.
CAMP VERDE, ARIZONA 86322
91-2/1221

4/2/2007

PAY TO THE ORDER OF Town of Camp Verde $ **500.00

Five Hundred and 00/100********** DOLLARS

Town of Camp Verde
P.O Box 710
Camp Verde, AZ 86322

TWO SIGNATURES REQUIRED

MEMO

AUTHORIZED SIGNATURE

⑈010050⑈ ⑆122100024⑆ 21383434⑈

TOWN OF CAMP VERDE
Community Development
P.O. Box 710
CAMP VERDE, AZ 86322
(928) 567-6513

CRB 111-3

CASH RECEIPT

Date 4/13/07 012314

Received From Alan Williams

Address Five Hundred and 00/100 Dollars $ 500.00

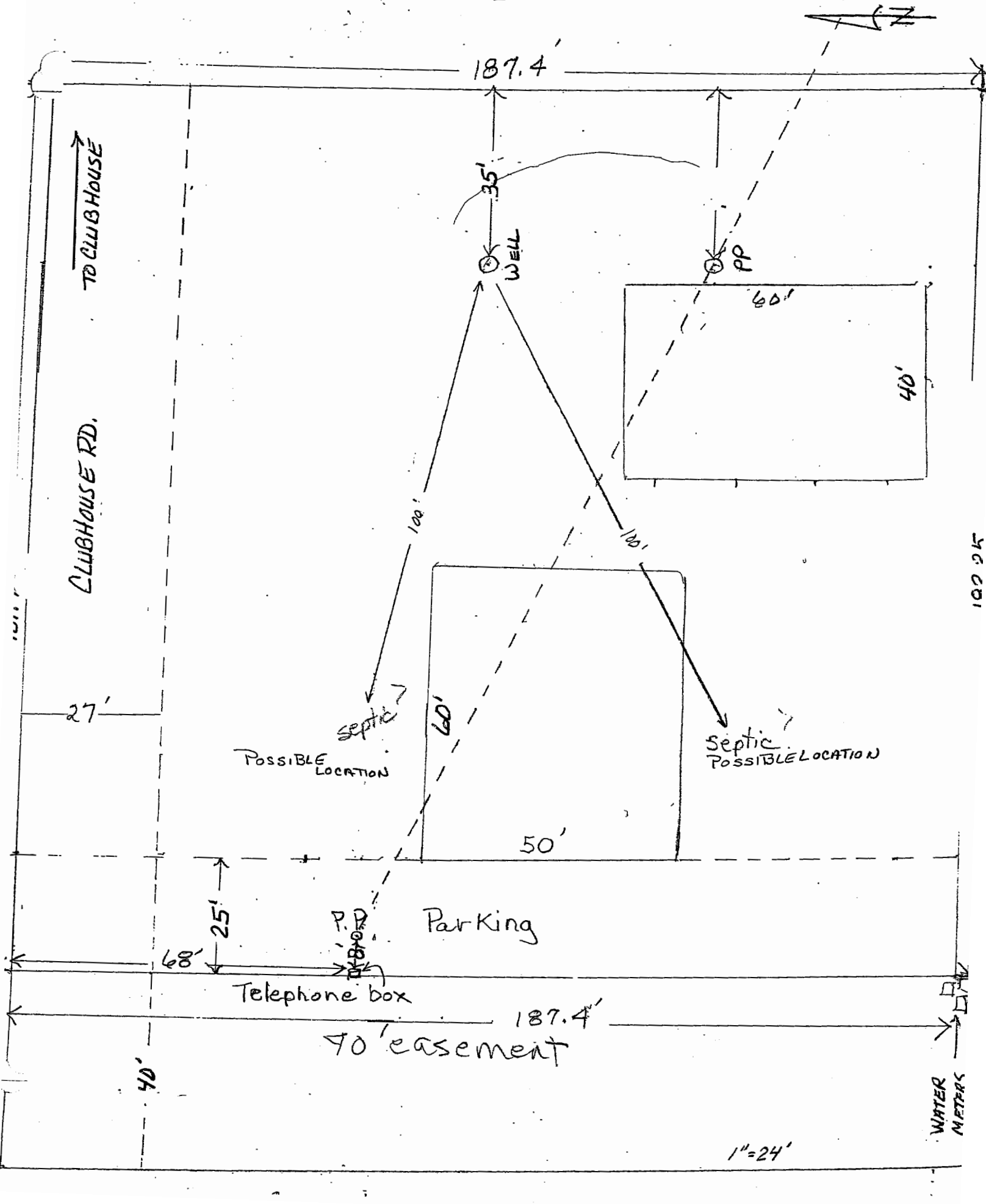
For use permit 2007-02 Verde Lakes Property owners assn.

Check # 10050

ACCOUNT			HOW PAID		
AMT. OF ACCOUNT			CASH	✓	
AMT. PAID			CHECK		
BALANCE DUE			MONEY ORDER ☐ CREDIT CARD ☐		

By J Paulsen

- E -


N
187.4'
TO CLUBHOUSE
35'
WELL
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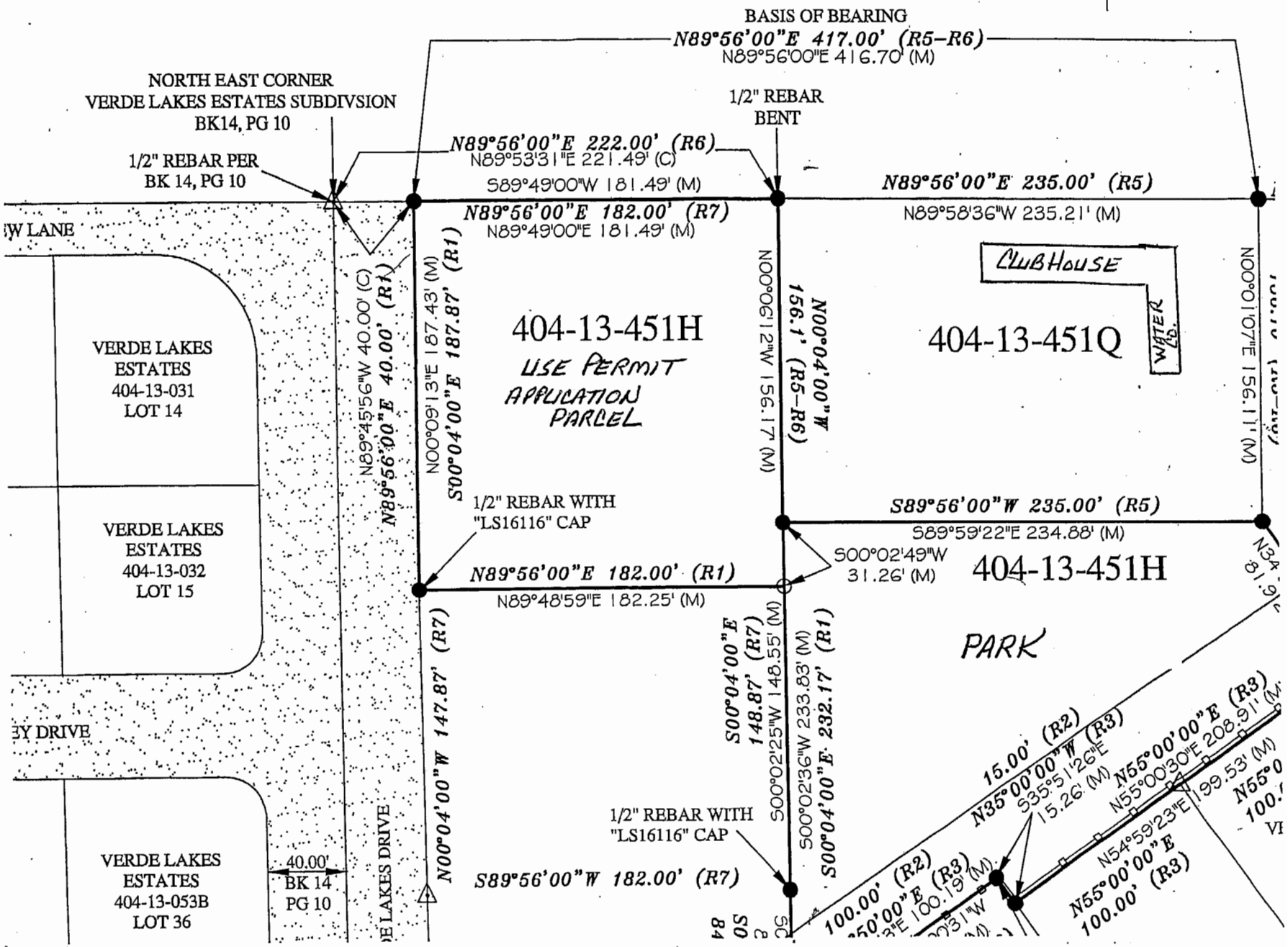
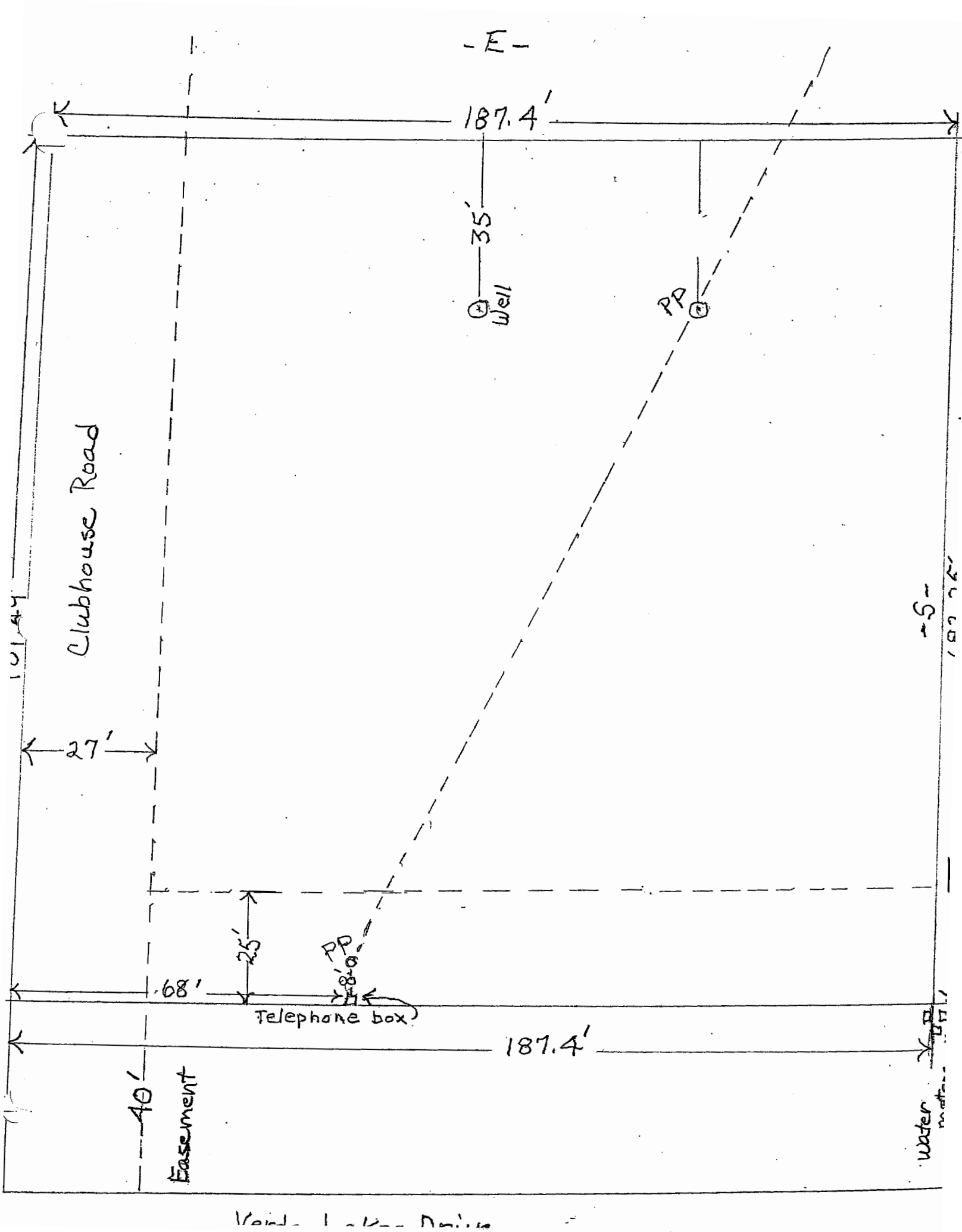
60'
40'
CLUBHOUSE RD.
100'
100'
27'
septic
POSSIBLE LOCATION
60'
Septic
POSSIBLE LOCATION
50'
25'
P.P.
Parking
68'
Telephone box
187.4'
70' easement
40'
WATER METERS
1"=24'


BASIS OF BEARING
N89°56'00"E 417.00' (R5-R6)
N89°56'00"E 416.70' (M)
NORTH EAST CORNER
VERDE LAKES ESTATES SUBDIVSION
BK14, PG 10
1/2" REBAR PER
BK 14, PG 10
1/2" REBAR
BENT
N89°56'00"E 222.00' (R6)
N89°53'31"E 221.49' (C)
S89°49'00"W 181.49' (M)
N89°56'00"E 235.00' (R5)
N89°58'36"W 235.21' (M)
N89°56'00"E 182.00' (R7)
N89°49'00"E 181.49' (M)
CLUBHOUSE
WATER CO.
404-13-451Q
404-13-451H
USE PERMIT
APPLICATION
PARCEL
VERDE LAKES
ESTATES
404-13-031
LOT 14
VERDE LAKES
ESTATES
404-13-032
LOT 15
VERDE LAKES
ESTATES
404-13-053B
LOT 36
40.00'
BK 14
PG 10
N89°45'56"W 40.00' (C)
N89°56'00"E 40.00' (R1)
N00°09'13"E 187.43' (M)
S00°04'00"E 187.87' (R1)
N00°06'12"W 156.17' (M)
N00°04'00"W 156.1' (R5-R6)
N00°01'07"E 156.11' (M)
1/2" REBAR WITH
"LS16116" CAP
S89°56'00"W 235.00' (R5)
S89°59'22"E 234.88' (M)
S00°02'49"W
31.26' (M)
N89°56'00"E 182.00' (R1)
N89°48'59"E 182.25' (M)
PARK
N00°04'00"W 147.87' (R7)
S00°04'00"E
148.87' (R7)
S00°02'25"W 148.55' (M)
S00°02'36"W 233.83' (M)
S00°04'00"E 232.17' (R1)
15.00' (R2)
N35°00'00"W (R3)
S35°51'26"E
15.26' (M)
N55°00'00"E (R3)
N55°00'30"E 208.91' (M)
N54°59'23"E 199.53' (M)
N55°00'00"E
100.00' (R3)
100.00' (R2)
1/2" REBAR WITH
"LS16116" CAP
S89°56'00"W 182.00' (R7)
W LANE
EY DRIVE
E LAKES DRIVE



-E-
187.4'
35'
Well
PP
Clubhouse Road
27'
25'
PP
68'
Telephone box
187.4'
40'
Easement
-S-
water

VERDE LAKES PROPERTY OWNER'S ASSOCIATION
2867 VERDE LAKES DRIVE
CAMP VERDE, ARIZONA 86322

May 28, 2007

Planning & Zoning Commission
Town of Camp Verde
473 S. Main Street
Camp Verde, AZ 86322

Re: Verde Lakes Property Owner's Association

Subj:- Use Permit Application

In accordance with your letter of April 12, 2007 we hereby submit the following:

Copy of letter of notice sent to all property owners within 300 feet
Copy of list of property owners to whom notice was sent
Picture of notice of meeting posted on the property

The meeting was held on May 25, 2007 at 6:30 PM in the Verde Lakes Property Owner's Association Clubhouse. The only attendees were Audrie Winogene Harris, and Shirley Brinkman from the Property Owner's Association; Alan Williams from the Verde Lakes Water Company and Deborah Moody who lives outside the 300 ft perimeter. Therefore, there was no input from "affected" property owners and no sign in. Ms. Moody stated she is behind the project.

If anything else is required please let me know.

Sincerely,

Shirley M. Brinkman

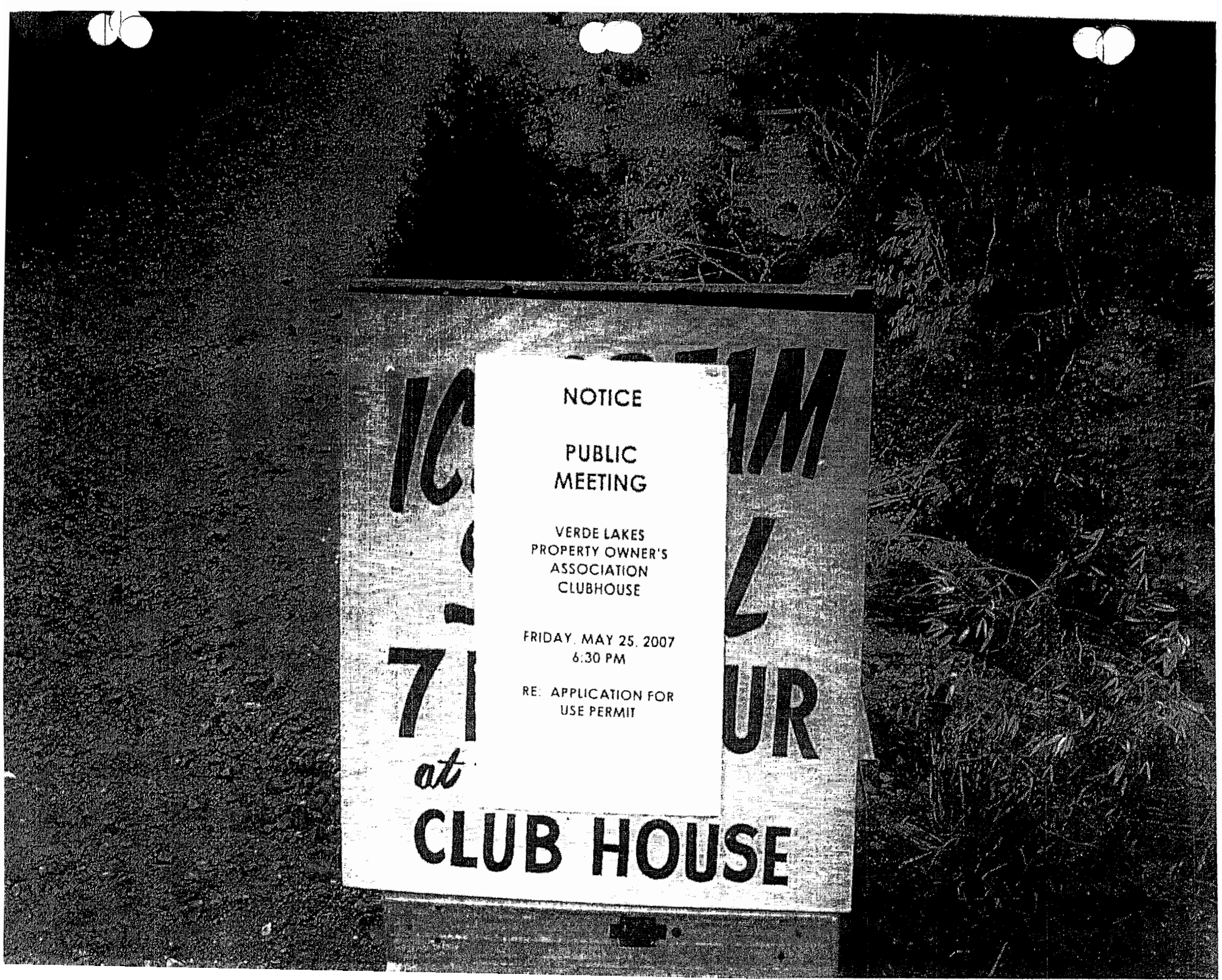
Shirley M. Brinkman
567-2146

NOTICE

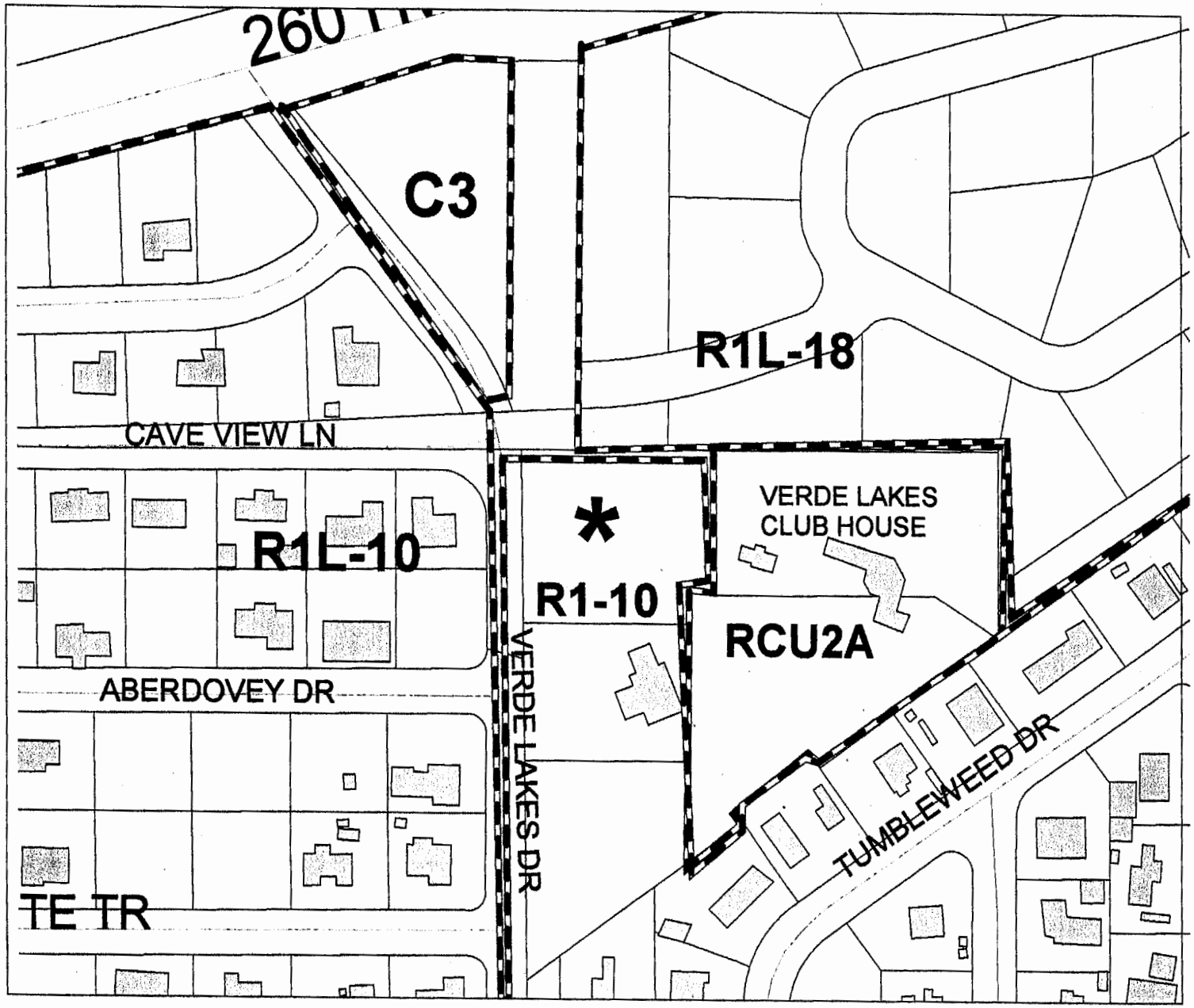
Date: May 18, 2007
From: Verde Lakes Property Owner's Association

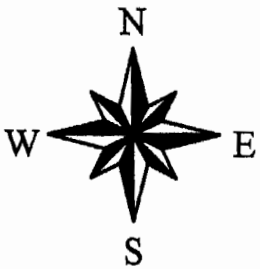
The Verde Lakes Water Company proposes to build a new office building facing Verde Lakes Drive on a portion of Verde Lakes Property Owner's Association property. This will make it more accessible to anyone with business with the Water Company. The Verde Lakes Property Owner's Association has filed for a Use Permit with the Town of Camp Verde to allow this project to go forward.

There will be a public meeting held at the Verde Lakes Property Owner's Association Clubhouse, 2867 Verde Lakes Dr., at 6:30 PM on Friday, May 26, 2007. Representatives from the Verde Lakes Water Company and Verde Lakes Property Owner's Association will be present to answer any questions you might have, and listen to suggestions.

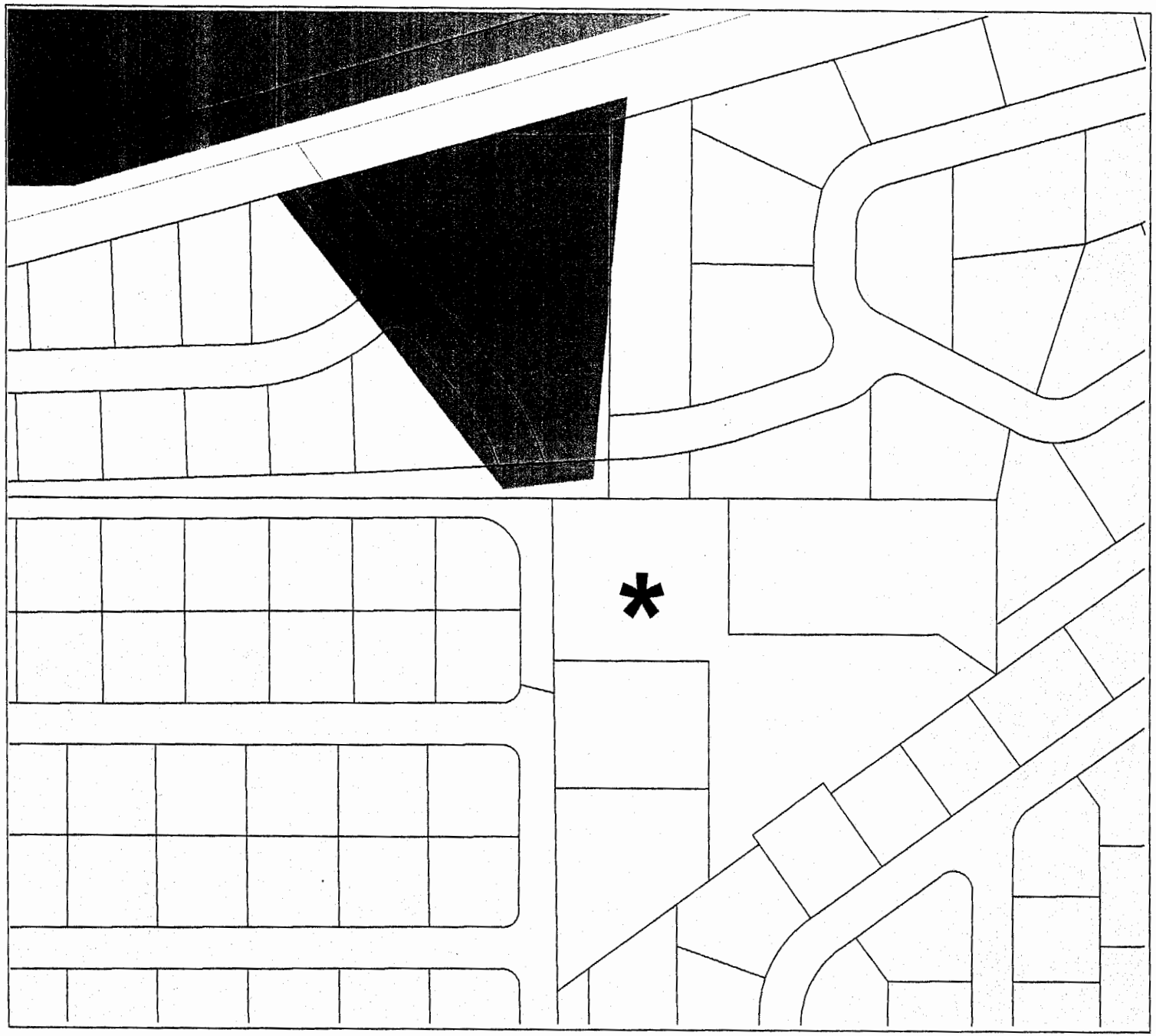

NOTICE
PUBLIC
MEETING
VERDE LAKES
PROPERTY OWNER'S
ASSOCIATION
CLUBHOUSE
FRIDAY, MAY 25, 2007
6:30 PM
RE: APPLICATION FOR
USE PERMIT
at
CLUB HOUSE

Vicinity & Zoning Map
for
UP 07-02
Verde Lakes Water Co.
Office Site





200 0 200 400 Feet



LAND USE MAP
for
UP 07-02
Parcels 404-13-451H

Hydro.shp
Campverdepar
Amended land use map.shp
Agriculture > 5 Acres
Commercial
High Density - 11 Units AC Max
Industrial
Low Density - 1 AC Min
Medium Density - 1/4 AC Min
Mixed Use
Mixed Use - Com/Ind
National Forest
Natural Resource
Open Space
Public Facilities
Rural Residential - 2 AC Min
Yavapai-Apache Nation
Regional roads
Town Boundary

N
W E
S

400 0 400 Feet

EFFECTIVE 10/5/07

ORDINANCE 2007 A340

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA AMENDING SECTION 108 I OF THE ZONING ORDINANCE AMENDING THE LANGUAGE TO INCLUDE CIRCUMSTANCES A USE PERMIT MAY BE GRANTED AND ADDING THE CRITERIA UNDER WHICH LIMITATIONS MAY BE PLACED ON THE USE PERMIT.

WHEREAS, the Town of Camp Verde adopted the Planning and Zoning Ordinance in Ordinance 87 A23, approved July 9, 1987, and

WHEREAS, Section 108 of the Planning and Zoning Ordinance allows for the amendment, supplement or change of zoning text regulations of the Planning and Zoning Ordinance by the Town Council, and

WHEREAS, the Town Council has an abiding interest in protecting the public health safety and welfare by establishing requirements for provisions of the Planning and Zoning Ordinance by including definitions.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE AS FOLLOWS:

Section 1. Section 108 I of the Zoning Code is hereby amended as the following:

I. **USE-PERMITS:**

1. **Purpose:** Use Permits **(UP)** are provided ~~for instances where a use or uses normally prohibited by a use district should be allowed due to the unique characteristics of the property and of the surrounding areas, but a rezoning to a less restrictive use district is not appropriate~~ **to ensure the orderly use of land in conformance with the General Plan and applicable Town standards where uses are proposed that may require special limitations or conditions to provide compatibility with other uses.** ~~The UP is combined with some other zoning district~~.

2. **Uses Permitted:** ~~All uses allowed in the use district with which the UP is combined.~~ Any use permitted under the specific terms of the UP **and noted as (UP) in Section 109**.

3. **Special Provisions:**

   a. ~~Use Permits are applied for in the same manner as zoning district changes~~. **The procedure to obtain a use permit**

shall be that procedure set forth in Section 113 A & B of this ordinance.

b. Use Permits will be ~~issued for a maximum period of 10 years and may be extended, and modified, by the Town Council for additional periods~~ **granted only upon a finding by the council that the use covered by the permit, the manner of its conduct, and any structure which is involved, will not be detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public welfare in general, and that the use will be in conformity to any conditions, requirements, or standards prescribed by the Town Code or Council.**

c. Use Permits may contain specific limitations on the scope, nature and duration of the use, as deemed proper **in accordance with the following criteria:**

(1) Any significant increase in vehicular or pedestrian traffic;

(2) Nuisance arising from the emission of odor, dust, gas, noise, vibration, smoke, heat, or glare at a level exceeding that of ambient conditions;

(3) Contribution to the deterioration of the neighborhood or to the downgrading of property values which, is in conflict with goals, objectives or policies of the General Plan;

(4) Compatibility with existing surrounding structures and uses; and

(5) Adequate control of disruptive behavior both inside and outside the premises, which may create a nuisance to the surrounding area or general public.

d. The burden of proof for satisfying the above requirements shall rest with the applicant. A refusal of a use permit shall not be interpreted as the denial of a right, conditional or otherwise.

e. T~~t~~o secure the objectives of this Ordinance~~.~~, use permits may be for a fixed time period, and a use permit does not grant a vested right beyond the term of the permit. Where an application involves a definite development scheme, the applicant must submit a layout and landscape plan, building elevations and other pertinent data as may be requested~~.~~ **and the council may condition the Use Permit to fully carry out the provisions and intent of the Ordinance.**

f.~~d.~~ the Permittee must obtain building permits within six months from the date the use permit was issued. Failure to obtain a building permit or begin the use shall void the permit unless a delay to start the construction has been granted or an extension has been applied for with the Community Development Director prior to the expiration of the six-month period. Additional extensions must go to Council.

g.~~e.~~ Violation of the terms of the Use Permit or this Ordinance voids the Use Permit.

h.~~f.~~ If the use or uses for which a Use Permit has been granted are discontinued for a continuous period of six months, the Use Permit is voided.

i.~~g.~~ Decisions by the Community Development Director which result in the voiding of the Use Permit may be appealed to the Town Council, subject to an application for appeal being on file in the Community Development Department within thirty (30) days of notification of the Use Permit being voided.

j.~~h.~~ Within thirty (30) days of any change, permittees shall notify the Community Development Department of any changes.

k. ~~If the Use Permit was granted on a non-transferable basis, the new owner/operator of the Use Permit must apply for a transfer of the Use Permit within thirty (30) days of the effective date of the change~~ **The Use Permit is valid and operable only for the specific use as granted and subject to any specified time limit. No use may be modified, changed, altered or increased in intensity, in any manner that conflicts with the Use Permit and/or required conditions of approval, without approval of a new Use Permit.**

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference, are hereby repealed, effective as of the effective date of this ordinance.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 4. This ordinance is effective upon completion of publication and any posting as required by law.

PASSED AND APPROVED by a majority vote of the Town Council of the Town of Camp Verde, Arizona on this 5th day of September 2007.

Tony Gioia, Mayor

Date Sept 5 '07

Approved as to form:

Attest: Deborah Barber, Town Clerk

Town Attorney

EFFECTIVE 10/5/07

ORDINANCE 2007 A345

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA AMENDING SECTION 109 OF THE ZONING ORDINANCE ADDING LANGUAGE FOR THE ALLOWANCE OF LOCATING GOVERNMENT FACILITIES AND FACILITIES REQUIRED FOR THE PROVISION OF UTILITIES AND PUBLIC SERVICES IN RESIDENTIAL ZONING DISTRICTS THROUGH A USE PERMIT.

WHEREAS, the Town of Camp Verde adopted the Planning and Zoning Ordinance in Ordinance 87 A23, approved July 9, 1987, and

WHEREAS, Section 108 of the Planning and Zoning Ordinance allows for the amendment, supplement or change of zoning text regulations of the Planning and Zoning Ordinance by the Town Council, and

WHEREAS, the Town Council has an abiding interest in protecting the public health safety and welfare by establishing requirements for provisions of the Planning and Zoning Ordinance by including definitions.

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE AS FOLLOWS:

Section 1. Section 109 of the Zoning Code is hereby amended as the following:

A. R1L DISTRICT (single family limited)

1. **DISTRICT PROVISIONS**: Supplementary or supplanting General Provisions (Section 108).

   a. Where no Density District has been combined, then all provisions of the D8 District shall prevail.
   b. Any use permitted subject to securing a use permit indicated thus: (UP)

2. **PERMITTED USES AND STRUCTURES:**

   a. Dwelling unit for one family on any one lot (except pre-fab dwellings).
   b. Religious institutions (in permanent buildings).
   c. Educational institutions (including private schools, provided they offer a curriculum of general instruction comparable to similar public schools).
   (UP) d. Community parks, playgrounds or centers.
   (UP) e. ~~Public utility facilities (but not business offices nor repair or storage facilities) when necessary for serving the surrounding territory~~. **Government facilities and facilities required for the provision of utilities and public services**
   f. Golf courses with accessory uses such as pro shops, shelters, rest rooms, etc. (but not commercial driving ranges or miniature putting courses).

g. Farm animals See Section 108D Livestock allowances and limitations

h. Accessory uses and structures (located on the same lot with the principle uses and structures and including the following):

(1) Swimming pools in other than the front yard.

(2) Quarters for servants and/or non-paying guests attached to the dwelling (prohibited facilities for preparation of food).

(3) Temporary offices and construction sheds and yards incidental to a recorded subdivision development or other construction project for a period not exceeding twelve (12) months (prohibited closer to lot boundary than is allowed for a principle building in the District).

(4) Open land confectionery and recreation facilities accessory to religious or educational institutions (confined to same lot).

(5) Household pets.

(6) Fences and free standing walls.

(7) Appurtenant signs (See Section 118).

(8) Parking facilities to meet no less than the minimum requirements as provided under the General Provisions.

(9) Home Occupations.

(a) Signs per Section 118, Non-Commercial signs.

i. Occupancy of temporary housing, including travel trailers, during the construction of a permanent dwelling is allowed during the twelve (12) months period after issuance of a building permit. A permit must be obtained prior to occupancy of the temporary housing. Fees for temporary dwelling permits shall be determined by the Town Council.

B. <u>R1 DISTRICT (single family and cluster dwellings)</u>

1. DISTRICT STIPULATIONS: Supplementary or supplanting General Provisions (Section 108).

a. Where no Density District has been combined, then all provisions of the D10 District shall prevail.

b. Any use permitted subject to securing a Use-Permit: (UP)

2. PERMITTED USES AND STRUCTURES:

a. All principle and accessory uses and structures permitted in RIL District.

b. Dwelling unit for one family on any one lot.

(UP) c. **<u>Government facilities and facilities required for the provision of utilities and public services</u>**

(UP) ~~c.~~**<u>d.</u>** A group of dwelling units (attached or detached) each having separate individual ownership and providing common services and recreation facilities under unified management (the maximum number of such units allowed on a lot shall not exceed the number of times the gross area of such is divisible by the minimum lot area allowed for the District).

(1) Such allowance shall in no case exempt the requirement of maintaining yards adjacent to the exterior site boundaries.

~~d.~~**<u>e.</u>** Additional accessory uses and structures (located on the same lot with the principle uses and structures and including the following).

(1) Home Occupations
(a) Signs per Section 118, Non-Commercial signs.
(2) Roomers or boarders (not to exceed two such for any one dwelling unit).
(3) Farm animals See Section 108D Livestock allowances and limitations.

e.f. Provided that any new dwelling units built or placed upon the site are built in accordance with the Uniform Building Code as adopted, or built in compliance with the Federal Manufactured Housing Construction and Safety Standards Act and bearing a label certifying it complies with the Federal Manufactured Housing Construction and Safety Standards Act.

C. R2 DISTRICT (multiple dwelling units)

1. **DISTRICT PROVISIONS:** Supplementary or supplanting General Provisions (Section 108).
   a. Where no Density District has been combined, then all provisions of D3 District shall prevail.
   b. Any use permitted subject to securing a use-permit indicated thus: (UP)

2. **PERMITTED USES AND STRUCTURES**
   a. All principle and accessory uses and structures permitted in the R1 and R1L Districts.
      (1) Where the lot is contiguous to a lower ranking District requirement for securing a use-permit is waived (unless otherwise herein provided).
   b. Multiple dwelling units and apartment hotels in conformity with the Density Formula for the District. (2 hotel rooms equal one dwelling unit when figuring Density Formula)
   (UP) c. Offering of personal services with enclosed buildings (such as, but not limited to beauty and barber, massage, photography, group instruction, tailoring and small appliance repair.)
   b. Hospital, clinics, sanitariums, orphanages, homes for the aged and nursing homes for the care of humans.
   c. Offices wherein only professional, administrative, clerical or sales services are conducted.
   f. Mobile/manufactured home parks.
   (UP) g. Private clubs and lodges operated solely for the benefit of bona fide members.
      (1). Including outdoor recreation or assembly facilities.
   (UP) h. Day care centers
   (UP) i. Transmitter stations and towers for automatic transmitting.
   j. Provided that any new dwelling units built or placed upon the site are built in accordance with the Uniform Building Code as adopted, or built in compliance with the Federal Manufactured Housing Construction and Safety Standards Act, and bearing a label certifying it complies with the Federal Manufactured Housing Construction and Safety Standards Act.
   (UP) k. Government facilities and facilities required for the provision of utilities and public services.

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance or any part of the code adopted herein by reference, are hereby repealed, effective as of the effective date of this ordinance.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 4. This ordinance is effective upon completion of publication and any posting as required by law.

PASSED AND APPROVED by a majority vote of the Town Council of the Town of Camp Verde, Arizona on this 5th day of September 2007.

Tony Gioia 9/5/07
Tony Gioia, Mayor

Date Sept 5, '07

Approved as to form:

Attest: Deborah Barber
Deborah Barber, Town Clerk

C. Brad Woodford
Town Attorney