

AGENDA



**REGULAR SESSION
&
COUNCIL HEARS PLANNING & ZONING
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street, Room #106
WEDNESDAY, DECEMBER 19, 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** – *(Please remove your hat.)*

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

a) **Approval of the Minutes:**

- 1) December 5, 2007 – Regular Session
- 2) November 14, 2007 – Executive Session – Taped
- 3) November 14, 2007 – Regular Session

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

- 1) Council Hears Planning & Zoning – December 26, 2007 – **CANCELLED**
- 2) Regular Session – Wednesday, January 2, 2008 at 6:30 p.m.
- 3) Work Session – Wednesday, January 9, 2008 at 6:30 p.m.
- 4) Regular Session – Wednesday, January 16, 2008 at 6:30 p.m.
- 5) Council Hears Planning & Zoning – Wednesday, January 23, 2008 at 6:30 p.m.

c) **Possible authorization to purchase two patrol vehicles for the Camp Verde Marshal's Office.** This item is budgeted in the CIP. (Staff Resource: David Smith)

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

6. **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.

- **Councilor Garrison's Liaison Report regarding Camp Verde Sanitary District (District) meetings and possible discussion and/or determination of requests for placement on the District's standard agenda item for Council Updates/Reports.**

Note: Requests may be identified, but no discussion of the item will occur at this time.

7. **Discussion and consideration of the resignations of Ron Smith and Mike Parry and possible direction to staff to advertise for letters of interest from the general public to fill the vacancies left by the resignations of Councilors Ron Smith and Mike Parry. Row SMITH RESCINDED HIS RESIGNATION ON DECEMBER 13, 2007.** Note: Council may vote to go into Executive Session pursuant to ARS §38-431.03.A3 for discussion or consultation for legal advice with the attorney concerning the requested rescission and other matters related to the Council members resignations. Council may vote to move this item to the beginning of the meeting.

Mayor Gioia requested item #8:

8. **Discussion, consideration, and possible appointment of a Council member or direction to staff concerning the temporary assignment of a staff member to the Verde Valley Transportation Planning Organization.** (Resource: Mayor Gioia)
9. **Discussion, consideration, and possible clarification on Section 804 of the Town's Personnel Manual, which refers to additional assignment of pay when employee has taken on "Special Assignment".** (Staff Resource: David R. Smith)
10. **Discussion, consideration, and possible appointment to the Parks & Recreation Commission for the term ending September 2010.** (Staff Resource: Debbie Barber)
11. **Discussion, consideration, and possible authorization to move funds in the amount of \$985.14 from the Parks Equipment line item and \$985.14 from Maintenance Equipment line item to Parks & Recreation Salaries line item for the purpose of moving Gerry Dillinger from the AARP Program to a part time receptionist with the Parks & Recreation paying half of the wages and the Street Department paying half through the end of the FY 07/08 budget year. This item does not affect the FY 07/08 budget.** (Staff Resource: Lynda Moore)
12. **Discussion, consideration, and possible approval of Resolution 2007-736, A Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting final plat 2007-01 for Sleepy Hollow Town Homes located on Parcel 404-30-029D consisting of 20 Townhome units on 2.40 acres. This project is located off of Nichols Street and east of Town Hall.** (Staff Resource: Nancy Buckel)
 - **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**
13. **Discussion, consideration, and possible approval of Resolution 2007-738, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona approving a Use Permit 2007-06 to allow for one FFA project pig on parcel 404-30-170 as submitted by Pam Sterrett for her daughter allowing for care, feeding, and grooming of said pig from November 2007 to May 2008.** (Staff Resource: Nancy Buckel)
 - **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**
14. **Discussion, consideration, and possible approval of Resolution 2007-737, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting Final Plat 2007-03 for Circle C Ranches located on parcels 403-21-007F, 403-21-007K, and 403-21-007L consisting of 6 residential lots on approximately 12 acres. This project is located at the end of Apache Trail and adjacent to the northern boundary of the Verde River Meadows subdivision.** (Staff Resource: Nancy Buckel)

- **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**

Councilor Garrison requested item 13:

15. **Discussion regarding the roles, responsibilities, and authority of the Manager, Mayor, and Council as practiced versus what is defined by the Town Codes, Arizona Revised Statutes, and any other applicable documents such as, but not limited to, the Code of Ethics, the Personnel Manual, etc. This item may include possible direction to the Town Manager to take orders and instructions from the Council, pursuant to Town Code, Section 3-2-1.E.1, "when sitting in a duly convened meeting of the Council, and no individual Council member shall give orders or instructions."**
16. **Call to the Public for Items not on the Agenda.**

There will be no Public Input on the following items:

17. **Advanced Approvals of Town Expenditures**
 - a) **There are no advanced approvals.**
18. **Manager/Staff Report**
19. **Adjournment**

Posted by: U Jones

Date/Time: 12-14-07 12:30

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
REGULAR SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
WEDNESDAY, DECEMBER 5, 2007
6:30 P.M.**

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

1. **Call to Order**

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

2. **Roll Call**

Mayor Gioia, Vice Mayor Hauser, Councilors Smith, Garrison, Kovacovich, Elmer and Parry were present.

Also Present: Town Manager Mike Scannell, Town Attorney Bill Sims, Town Marshal Dave Smith, Library Director Gerard Laurito, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**

The Pledge was led by Kovacovich.

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

a) Approval of the Minutes:

1) November 7, 2007 – Regular Session

b) Set Next Meeting, Date and Time:

1) Council Hears Planning & Zoning – December 12, 2007 at 6:30 p.m.

2) Regular Session/Council Hears P&Z – December 19, 2007 at 6:30 p.m.

3) Council Hears Planning & Zoning – December 26, 2007 – **CANCELLED**

On a motion by Hauser, seconded by Kovacovich, the Consent Agenda was unanimously approved as presented with the meeting of December 26, 2007 canceled.

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

Jim Williams, a member of the Verde Valley Rangers Sheriff's Posse, said he wanted to thank the Council for approving his group to serve beverage at Town functions this past year, and he then detailed how the funds they earned were distributed; he said they hope to provide that service again next year.

Amber Polo, from the Camp Verde Library Endowment, described the Wreath event they will be holding on Saturday, December 8th that will include a Silent Auction of the wreaths donated by volunteers, artists and businesses, and a book sale; there will also be refreshments tomorrow night at 6:00 p.m. to preview the wreaths and to recognize all those who have contributed to the event.

Tom Nielson spoke briefly on wanting to set up a meeting with the Council to discuss fundraising. *He was reminded that there is a later agenda regarding fundraising.*

There was no further public input.

6. **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.

- **Councilor Garrison's Liaison Report regarding Camp Verde Sanitary District**

(District) meetings and possible discussion and/or determination of requests for placement on the District's standard agenda item for Council Updates/Reports.

Kovacovich thanked staff for the decorations along Main Street, and reminded everyone about the Lights Parade on Saturday, December 8th at 6:00 p.m.

Garrison reported on her attendance at the Transportation meeting last Tuesday and the ADOT meeting on Wednesday. She also commended the staff for providing audio recordings of meetings on the Town web page. The next Sanitary District meeting will be held on December 12th, and she would appreciate input from the Council members by December 11th to present to the meeting.

Smith commented on the win by ASU over UofA; he also reviewed the information from the Verde Valley Transportation meeting on upcoming projects in the different communities.

Hauser apologized for missing some meetings.

Elmer commented on Smith for helping him at the meeting a couple of days before Thanksgiving, and thanked Town Manager Scannell for doing a good job with his reports and good communication.

Parry reported on the Intergovernmental meeting at the Marshal's Office including the suggestion to appoint a liaison person, or lobbyist, to represent the Verde Valley.

Gioia thanked Hauser for shopping for the Council's Adopt-A-Family program, and also commended staff for the work done on Main Street. Gioia gave a comprehensive report on the Governor-Mayors Summit including the economic forecast and possible decrease in revenue sharing. Gioia commented on the Growing Smarter legislation, and the Smart Growth report card system introduced by the Governor, and how the report cards can generate extra credit for revenue sharing funding.

7. **Discussion, consideration, and possible authorization for Linda Harkness to gather information on behalf of the Town for financing possibilities for a new library building.**

There was no action taken.

Linda Harkness said she had been in touch with Mayor Gioia who had made the suggestion of forming a non-profit corporation separate from the Town as a method of providing both public and private donations without the restrictions imposed on a governmental entity, such as entering into construction contracts without the public bidding process. Ms. Harkness explained that a private entity could take advantage of contributions of labor, goods and fund-raising capabilities from talented and knowledgeable people within the Town. She envisioned holding a meeting of all interested parties to form a basic three-person committee to work together on the common goal according to their particular strengths.

Mayor Gioia offered the reminder that the first Camp Verde Library was completed totally by the community. Gioia added that there are now more restrictive regulations, but the new library could be realized in much the same way through formation of a non-profit, 501(c)(3) entity, and he detailed how such a private corporation would function without the restrictions of the public procurement processes and could build on Town-owned land through a lease arrangement. Gioia also outlined proposed separate responsibilities of the individuals forming the proposed three-person committee.

The Council discussion opened with an expression of concern about the appearance of the Town trying to circumvent State legal requirements, countered with the comment that everyone should focus on the advantages of working with a non-profit entity without all the red tape faced by

government. Town Attorney Sims expressed his belief that there is a way to accomplish the proposed method of financing through a non-profit corporation with 70% donations and 30% public funds; Sims outlined how that entity would function, including leasing the Town land, but cautioned against "imposing the Town's fingerprints" on the process. In essence, Sims believes it would be legal for the Town to go the route of attempting to get private funds, informing the donors they have some input, and working with the donors to provide general guidance to meet the needs of the community. The members discussed the concept further, including further concerns about its legality or possible violations of any statute. Town Manager Scannell confirmed that he is comfortable with the concept. There was also a brief discussion about parking for the new Library possibly encroaching onto the Black Bridge Park parcel; it was suggested that the issue could be addressed during the planning phase.

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Tom Nielson said he had been chosen to work with Maureen Pastine on the financing, was wondering why he was even on the committee, and protested that the Council is not letting them in on it at all.

Karen Heuman invited all of the members to attend a Library Commission meeting, that they have been discussing fund-raising for at least two meetings, working on a task force and grant writing, adding that at least four of the six members are feeling circumvented by what is happening. *Gioia explained that the concept is to try to get around the barriers that have been put in front of all the past efforts.*

Roger Doering posed the question of liability and accidents injuring volunteers; he objected to an inference that the Library Commission has not been able to get the project done; now is the time for the Commission to get it done. *A brief discussion followed, including further input from Ms. Harkness pointing out how cooperation from everyone will be needed. As to the liability issue Sims said that as the lessor of the property the Town would need to be included on contractors' policies as an additional insured.*

There was no further public input.

Smith then objected to what he defined as micromanagement by the Council, protesting that Council is circumventing the Library Commission, adding that his resignation "will be on the desk tomorrow morning". **Smith left the Council Chambers at 7:33 p.m.**

There was further comment from the Council expressing concern that members of the Library Commission feel they have been slighted in any way; rather, the goal of Council is to try to find a faster, cheaper way to get the Library built, and the belief is that the private sector can accomplish that. It was added that it is regrettable that some feelings have been hurt, but not to discuss the proposal would have been wrong; everyone was urged to pull together and get the project done.

8. **Discussion, consideration, and possible approval of establishing a new library building project fund and declaring it a top priority and direction to set aside from a portion of the 60% of the one cent sales tax now used for funding Capital Improvement Projects as a funding source.**

On a motion by Hauser, seconded by Gioia, the Council voted unanimously to declare the library a top priority.

On a motion by Elmer, seconded by Hauser, the Council voted unanimously to direct staff to look into some financing options and report back to Council.

Library Commissioner Karen Heuman gave a Power Point presentation in support of the subject requests, reviewing the benefits of the Library including open access to the community,

expansion of education and sharing of worldwide information, stressing that 800 people had signed the petition saying they wanted the new Library as soon as possible. Heuman reviewed the estimated costs and available funding on hand, potential funding from the requested percentage of the sales tax as well as impact fees, and income from grants. Library Director Laurito added that everyone needs to work together, and that by the Town committing to the Library being a top priority it will be easier to get private funding.

Town Manager Scannell distributed copies of a spreadsheet illustrating two different options for funding the Library including involving the Capital Improvement fund, one through debt financing and the other on a pay-as-you-go basis, the methods of which Scannell reviewed in detail. The Council discussed the options and figures presented, expressing opinions on the need for as well as the difficulty of determining priorities for the major projects currently being addressed. Scannell pointed out that the Library and Park land acquisition are the only two projects that affect the General Fund.

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Karen Heuman requested the Town Manager to clarify what he understands the Town priorities are; *Scannell explained that his report is submitted every two weeks and that it contains a previous general listing of the needs of the Town.*

Susan Reeve, a new member of the community, said that the Library is a necessary priority and she is impressed with the work done by the Commission and the other groups. Ms. Reeve read an essay by W. H. Murray that ended with a couplet by the poet Goethe, containing the message that definite commitment to an idea will inevitably bring success.

Kathleen Lew said the Library is always very busy, and the new Library is needed.

Joseph Chatley asked about a prior meeting where priorities had been discussed; *Gioia explained that a consultant had been hired to work with bringing Council closer together, and one of the exercises was listing the different goals and priorities expressed by the members.*

Richard Clark, a resident for 30 years, believes that now is the time to build the new facility; he said he favors the pay-as-you-go method of financing.

Bob Johnson suggested that the old library building is a good building and should not just be torn down.

There was no further public input.

The Council discussed the two subject requests further, with input from Scannell further outlining the method of debt financing compared with pay-as-you-go financing. Since a determination of the method of financing was not agendized, Attorney Sims suggested that staff could be directed to research financing options and report back to Council.

Gioia scheduled a Work Session with the Library Commission for the second Wednesday in January involving a financial discussion, with input from staff, community members, Commission, all of whom are invited to attend; no decisions will be made but may be memorialized in the next regular session of Council.

9. **Discussion, consideration, and possible resolution relative to correcting the Town's accounting records as they relate to the designation of funds in the CIP for the acquisition of the Camp Verde Water Company.**

A motion by Gioia that Council direct staff to correct the budget to read \$500,000 in the account for Water Company acquisition and reinforce the direction to start a separate account **failed for lack of a second.**

On a motion by Elmer, seconded by Hauser, the Council voted 5-1 to keep the account at the amount of \$450,000 and review it during the next budget time for possible changes; **with a 'no' vote by Gioia.**

(Following the action taken, Scannell confirmed with Council that the instruction to staff is to designate \$450,000 for possible Water Company acquisition and to keep it blended with the CIP funds, but designated for that particular purpose and reflected in the documentation.)

Town Manager Scannell explained that a review of the Town financial records showed that there was a discrepancy between what existed in the documents going back a couple of years and what was reflected in the Minutes of the proceedings in connection with the funds set aside for the proposed acquisition of the Camp Verde Water Company. The amount in the budget work sheets show that the existing set aside is \$450,000, or \$200,000 less than the amount indicated in the Minutes. Scannell brought the issue before Council in order to address the conflict and make sure the records are correct by either accepting the figure in the budget worksheets as being the amount contemplated, or correct the record to reflect the amount memorialized in the Minutes. After some discussion, including input from Marshal Smith as to what he recalled from the last budget session, the Council considered increasing the amount as discussed and also discussed opening a separate account for the funds which the prior Finance Director had failed to do, as previously directed. It was generally agreed that the \$450,000 as budgeted will continue to be a part of the CIP funds, designated specifically for the acquisition of the Camp Verde Water Company, acknowledging that the past Minutes indicated the intent of the Council to commit to and set aside the \$650,000.

PUBLIC INPUT

(Comments from the following individual are summarized.)

Marshal Dave Smith volunteered his recollection of the amount that was reduced at the budget session this year, which could explain the discrepancy.

There was no further public input.

10. **Discussion, consideration, and possible authorization to sell a portion of the Town's water rights from Equestrian Estates to Camp Verde Water System and discussion, consideration and possible authorization for the Town to become a Trustee of the remaining \$50,000 trust fund for Camp Verde Water System until such time that Camp Verde Water System acquires surface water rights or the funds are returned to the Central Arizona Conservation District, as required by the Trust agreement.**
There was no action taken.

Stan Bullard, of the Camp Verde Water System, said that the \$50,000 being held in their trust fund may be used only for the acquisition of surface water rights. The company has not been able to acquire water rights so far, and if the funds are not used there is the risk of the \$50,000 being returned to Central Arizona Conservation District. The current Trustee of the \$50,000 has resigned since they typically do not handle small amounts in trusts; Bullard suggested that the Town of Camp Verde become the Trustee. However, Attorney Sims said that banks are authorized by statute and trained to be trustees and that cities and towns cannot be trustees legally. Gioia explained that the Town, in essence, needs to continue to acquire and retain any water rights for the future. Gioia added that the Town's water attorney has offered to provide Bullard with names and phone numbers of others who may be interested in selling water rights; Bullard will follow through on that offer.

There was no public input.

11. **Discussion, consideration, and possible direction to staff and/or discussion or consultation with the Town Attorney for legal advice concerning the proposed**

Employee Associations and Meet and Confer Agreement. Note: Council may vote to go into Executive Session pursuant to ARS §38-431.03(A)(3) for discussion or consultation with the attorney for legal advice and §38-431.03(A)(4) for discussion or consultation with the attorney in order to consider Council's position regarding contracts that are the subject of negotiation.

On a motion by Parry, seconded by Hauser, the Council unanimously voted to go into Executive Session.

Scannell explained that the Town employees have expressed an interest in union representation and a document discussing meet-and-confer provisions, wages, hours and working conditions has been submitted for consideration; Scannell recommended that the item be discussed in Executive Session. Sims added that for such a discussion it may be necessary for members of the staff to leave the room; however, their presence will be required for discussion of Item 12. It was therefore agreed that Item 12 will be addressed first in Executive Session.

The members also agreed to address Items 13, 14 and 15 before adjourning to go into Executive Session.

There was no public input.

12. **Discussion, consideration, and possible direction to staff and/or discussion or consultation with the Town Attorney for legal advice concerning the Intergovernmental Agreement between the Town and the Camp Verde Sanitary District. Note: Council may vote to go into Executive Session pursuant to ARS §38-431.03(A)(3) for discussion or consultation with the attorney for legal advice and §38-431.03(A)(4) for discussion or consultation with the attorney in order to consider Council's position regarding contracts that are the subject of negotiation.**

On a motion by Elmer, seconded by Kovacovich, the Council voted 5-1 to go into Executive Session, and to address this item prior to Item 11 during the Executive Session; **with a 'no' vote by Garrison.**

Garrison commented that she would like the Council to discuss every possibility that could be discussed in public, instead of in Executive Session, so that more information would be available in the Minutes for research.

There was no public input.

13. **Call to the Public for Items not on the Agenda.**
Bob Johnson suggested that the old library building be saved and rented out for more funds coming into the new Library; he also suggested combining a water line with the new sewer line to make water more accessible for fighting fires.

There was no further public input.

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

15. **Manager/Staff Report**
There was no Manager/Staff report.

The meeting was adjourned at 9:10 to go into Executive Session, and called back to order at 11:00 p.m.

16. **Adjournment**
The meeting was adjourned at 11:00 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 Regular Session of the Town Council of Camp Verde, Arizona, held on the 5th day of December 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

**MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
WEDNESDAY, NOVEMBER 14, 2007
6:30 P.M.**

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

1. **Call to Order**

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

2. **Roll Call**

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

Also Present: Town Manager Mike Scannell, Town Attorney Bill Sims, Community Development Director Nancy Buckel, Library Director Gerard Laurito, Deputy Town Clerk Virginia Jones, and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**

The Pledge was led by Hauser.

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

a) Approval of the Minutes:

- 1) November 1, 2007 – Executive Session (taped)
- 2) November 1, 2007 – Special Session
- 3) November 1, 2007 – Joint Work Session with Sanitary District
- 4) October 24, 2007 – Executive Session Parks Site (taped)

b) Set Next Meeting, Date and Time:

- 1) Regular Session – November 21, 2007 at 6:30 p.m. – **CANCELLED**
- 2) Council Hears Planning & Zoning – November 28, 2007 at 6:30 p.m.
- 3) Regular Session – December 5, 2007 at 6:30 p.m.
- 4) Regular Session/Council Hears P&Z – December 19, 2007 at 6:30 p.m.
- 5) Council Hears Planning & Zoning – December 26, 2007 – **CANCELLED**

On a motion by Hauser, seconded by Kovacovich, the Consent Agenda was unanimously approved as presented, with the Minutes of the November 1, 2007 Special Session corrected to reflect the correct location.

Kovacovich noted that the location reported on the Special Session Minutes of November 1, 2007 was in error.

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

(Comments from the following individuals are summarized in the Minutes.)

Patrick Gorlick
Bob Johnson
John Stephens
Vada Lovato

There was no further public input.

6. **Council Informational Reports**

Garrison reported on the Sanitary District meeting held today, including the agreement by the District to remove the employees from the Town payroll; the next regularly scheduled meeting will be 12-12-07.

Elmer displayed a 2007 prestigious award that was presented to Dick and Brenda Hauser for their long dedication and service to the Arizona Farm Bureau.

Hauser said that among the meetings she had attended there was a presentation on the Verde River Greenway; she plans to have that presentation made to Council in the future. Hauser also said that the U. S. Department of Agriculture has designated 13 of Arizona's 15 counties as primary natural disaster areas because of losses caused by droughts from January '07 to the present day, including loss of natural vegetation.

Gioia reported that Prescott and Camp Verde and the Verde Valley will probably be working on some issues together, an exciting development. Gioia also reported on the Verde River Greenway meeting today; some of the issues addressed were the ecological monitoring assessment by NAU and related water issues. Gioia briefly reviewed the Water Advisor Committee meeting.

7. **Presentation by Linda Harkness and discussion of a proposed library structure, costs and financing options.**

There was no action taken.

Linda Harkness said the Power Point presentation expands on her previous proposal that the Council consider a steel building construction for the new Library, and is now followed up with a comprehensive presentation on the structure and estimated costs as requested. The proposed vernacular architectural design was prepared by Joel Westervelt, which he outlined in detail, as his voluntary participation in the study. Ms. Harkness then reviewed the cost-saving features of a steel building design, comparing the estimated costs of construction between the present site and the downtown site, including research supporting the feasibility of using the existing site.

During the ensuing Council discussion, Ms. Harkness said that if the Council found the proposal approvable, she would like to further the project and be able form a committee to search out different funding options. Responding to some suggestions for financing, including the idea of creating a non-profit entity, Attorney Sims suggested that the Council could make a decision on location tonight, and ask staff to come back later with ways to finance the construction.

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Jim Long, a member of the Library Commission, commented on the "shoe box" appearance of the proposed structure, and questioned how it would fit in with the others, and the natural beauty; it needs more vision for the future.

Tony Varela said he believes the design is a fine one.

Robin Whatley described her emotional, positive reaction when she saw the design; also, it is icing on the cake that a hometown boy would be designing the Library.

Tom Nielson said he helped build the Town and will help build more; he prefers a one-story building to fit on the existing lot, not downtown.

Bob Johnson said he agreed with Mr. Nielson on the location; he would much rather have it on the original site, depending on resolving the flood control issue.

Charlie German questioned the issue of flood control and whether the civil engineer's proposal to add three feet was supported by County Flood Control. *Ms. Harkness' answer was in the affirmative.*

Gary Blair said the old site would be the best for the Library, and wondered about traffic and

how Black Bridge Park might be affected.

Jim Ash asked, as long as grades are being mentioned, who earned an "F" for spending \$100,000 on a building that nobody likes and has been trashed; the work on this proposal has not cost a dime.

There was no further public input.

8. **Discussion, consideration, and possible selection of a site for the new library building.**

On a motion by Hauser, seconded by Gioia, the Council voted 4-1 to begin the planning of the new Library on its present location; with a 'no' vote by Kovacovich.

Library Director Laurito said he believes this is a pivotal move that needs to be made; he reviewed the steps to be taken and the cost estimates for both sites that are being considered, including the loss of income if the downtown site is selected. As for the flood control issue at the present site, Laurito said that Brent Ayres of County Flood Control was present. Mr. Ayres said that he has researched and given information to other individuals on flood plain sites, and understands that there is a 1% chance of the subject site flooding in any given year, and the criteria for flood way construction or changes are subject to Federally-mandated regulations.

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Lisa Mina requested information from Mr. Ayres regarding the location of critical facilities in flood plains as set forth in the letter that was in the agenda packet. *Gioia briefly reviewed the requirements listed in the letter and said the restriction appears to be not applicable to a library.*

Maureen Pastine, a member of the Library Commission, commented on being personally well aware of the problems in building on a flood plain; she would never consider building a library on a flood plain. Ms. Pastine said the Commission is adamant that a decision must be made as soon as possible so that grant organizations can be approached and a funding task force organized. She believes that the Commission wants the downtown site.

Jim Long suggested that libraries would compare with schools as far as critical facilities.

Sandy Ashton said she cannot imagine anyone building a library in a flood zone; the downtown area would bring in tourists.

Roger Doering commented that he would be all for the present site but there will be more headaches; he wants to be sure that what we do works, and that we have the money.

Irene Peoble said she is concerned about the loss of income from the tenants at the downtown site, the time it will take to remove them, and the time it will take to resolve the problems at present site, as well as the financing. *Those issues were discussed briefly with Ms. Harkness.*

Karen Heuman, a Library Commissioner, said the Commission favored the downtown site, building in the back without having to demolish the Plaza until later; also there would be more room for expansion.

John Crane said he is familiar with building in a floodway, a very painful and lengthy process. Working along with Dorothy Wood and Charlie German, Mr. Crane said they were able to build the library on its present site in the floodway.

Dorothy Wood said she has been working on the library for a long time; John Crane got a government grant, and many others were involved in collecting money for the present library. Ms. Wood added that she would like to see the new Library before she "croaks."

Raina Russell prefers the present location for the Library; more equipment, books and things are needed for the school kids.

Robin Whatley said she is on another Commission and reminded everyone how hard the Commissioners all work and that the Council should consider recommendations that are made. Ms. Whatley pointed out that 800 Camp Verde citizens signed a petition for the present site; the Library Commission has only seven people who voted for the downtown site.

There was no further public input.

The Councilors expressed their individual opinions, with the majority favoring the present site, although they were reminded that even as members were replaced the Library Commission consistently voted for the downtown site. Mayor Gioia thanked everyone who had worked so hard on the Library issue, and added that although the money is not available right now, deciding on a location would open the starting gate.

A recess was called at 8:43 p.m.; the meeting was called back to order at 8:57 p.m.

9. **Public Hearing, discussion, consideration, and possible selection of name change for Verde Park Drive, as requested by local emergency response agencies due to confusion with Park Verde Road during 9-1-1 calls.**

On a motion by Gioia, seconded by Kovacovich, the Council voted unanimously to change the name of Verde Park Drive to **Old Church Road** by adopting Resolution 2007-735, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, renaming South Verde Park Drive due to its confusion with Park Verde Road.

Community Development Director Buckel explained that the people who had received the letters regarding a street name change had been given a website, and on the website is the list of available street names. Buckel said she had also prepared a chart of the list of names that the residents had proposed for review.

The Council reviewed the information submitted and outlined by Buckel; Buckel confirmed that the required posting of the street and notification of all the residents regarding the proposed name change had been complied with. Buckel briefly outlined the process that will be followed once the new name has been selected, suggesting that she would explain in detail after hearing from the public.

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Gary Blair said that there other streets that have similar names in the County and the Town. Mr. Blair also expressed confusion regarding the south-north issue.

Diane Bowlus said she had been unable to find the list on the website, but suggested "Stagecoach Pass" or "Stagecoach Trail.

Sandy Ashton said she lives on South Verde Park Drive and is totally against the change; she pointed out that the street is identified as both "South" Verde Park Drive, or just Verde Park Drive, which is confusing. The County Assessor's office mails tax bills to "Verde Park Drive," and the Post Office identifies it as "South Verde Park Drive." *Buckel offered clarification that protocol requires the Town to put directional in front of all the street names, and perhaps not all the streets have that, but in the data base it is necessary to list north, south, east or west in the front all of the streets, and it did not matter whether the street sign indicated that or not..*

Ms. Ashton continued her input, suggesting the names of "Side Saddle," "Horse Trot," or

"Bareback." Ms. Ashton spoke again, expressing approval of "Old Church Road."

Carl Schimmer pointed out on a map several other conflicts in names, adding that he feels the name of Verde Park Drive should stay the same; however, he approves of "Old Church Road."

Ray Floyd said that the building was not originally a church; it was built as a school.

There was no further public input.

Buckel reviewed the names that had been suggested, including "Old Church Road" and "Old Cemetery Road. She also read into the record the proposed Resolution 2007-735 by which the Town could approve the name change. The Council discussed several possible names that Buckel confirmed were available, pointing out that in years past either "Old Cemetery Road" or "Old Church Road" had been used for giving directions.

Following the Council action to change the name to "Old Church Road," Gioia explained that the entire process would take 60 days, but the residents could start changing their mailing addresses immediately. Buckel said that all of the residents that live on the road being changed will receive an official letter that can be used for notification to change any documents. Staff will be notifying the County and other agencies; it will take the County four to six months to change their records. The process will begin immediately; Buckel confirmed that it will take 60 days before it becomes official. Each resident will need to submit an official address change card at the post office if they get mail there.

10. **Discussion, consideration, and possible direction to staff regarding the possible exchange of Town property located on Oasis Road and SR 260 for property located on 1451 Peterson Road.**

The Town Attorney, together with the Town Manager, was directed to pursue whatever legal avenue dictates as far as appraisals and necessary surveys in order to consider exchanging deeds.

Bill Gardner made a presentation to outline the proposal of his church group to exchange property that the church owns located on 1451 Peterson Road for Town property located on Oasis Road. Mr. Gardner said his congregation would like to build a church on the Oasis property, which is zoned residential, and reviewed his research on the potential values of the two parcels, which he believes would be equitable. His group would like to make the exchange since the Peterson Road parcel had the potential of serious surrounding industrial development, which makes it not a good location for a church; however, because of its potential industrial zoning it could be of future greater value to the Town. Mr. Gardner reviewed in detail the features of his property that he believes would be of benefit to the Town, including the available water source. Mr. Gardner summarized the proposal as a lot-for-lot exchange, or trade, without monetary consideration. The Council briefly discussed the history of the Oasis property that has now become an eyesore; it was also suggested that the exchange might be a good idea.

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Nancy Floyd wondered by the church does not just rezone and sell their property; she cautioned the Council to be careful about an exchange.

Art Coppinger wanted to mention that the Peterson Road property does have natural gas across the property, city water and sewer lines that will be on Industrial Drive soon, all of which adds to the value for a future sale.

There was no further public input.

During further discussion Attorney Sims referred to requirements for exchange of properties, and recommended getting appraisals as well as surveys in order to be within the statute. Mr. Gardner agreed to have the surveys done. In response to a question from Sims, Mr. Gardner said he was unaware of any environmental reports for either property. After discussing having staff check into the legal avenues necessary to follow for the proposed exchange, Town Manager Scannell was requested to ask all the department heads whether they had any plans to use the Oasis property.

11. **Discussion, consideration, and possible direction to staff to 1) prepare a report on our present water conservation measures; 2) review practices of surrounding communities on conservation measures; and 3) report to be delivered no later than February 1, 2008.**

Staff was directed to 1) prepare a report on our present water conservation measures; 2) review practices of surrounding communities on conservation measures; and 3) report to be delivered by February 2008.

Mayor Gioia said that communities all around Camp Verde are working on conservation measures, some of them for some time. Camp Verde has considered doing the same, but nothing has been done to date. The members agreed on the urgency of the report; the Town Manager said he believed the report could be prepared by February 2008, and action was taken accordingly.

There was no public input.

12. **Discussion, consideration, and possible direction to staff concerning bidding at the on-line auction for the community park property known as Parcel "A" of the USFS Administrative site consisting of approximately 118 plus acres located of SR 260 and McCracken Lane.**

On a motion by Elmer, seconded by Hauser, the Council voted unanimously to go into Executive Session on both Items 12 and 13.

Town Manager Scannell referred to the spread sheet he had provided in order to give the Council an understanding of the Town finances, reviewed the figures that he had researched, and presented comparisons of various viable options to consider. The members briefly discussed with Scannell the estimated financial possibilities, generally agreeing that the community has needed a park for years. Based on the potential that the subject parcel offers, the meeting was adjourned to go into Executive Session for legal advice in connection with bidding at the on-line auction.

There was no public input.

13. **Discussion or consultation with the Town Attorney for legal advice concerning the Intergovernmental Agreement between the Town and the Camp Verde Sanitary District.**

(See motion made at Item 12 regarding Executive Session.)

There was no public input.

(NOTE: Items 14, 15 and 16 were addressed prior to the Executive Session.)

A recess was called at 10:23 to go into Executive Session; the meeting was called back to order at 12:02 a.m.

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

There was no public input.

15. **Advanced Approvals of Town Expenditures**
 - a) **There are no advanced approvals.**
There were no advanced approvals.
16. **Manager/Staff Report**
Scannell said he believes a very productive meeting was held at the Sanitary District today; he will be meeting with Witt in the morning to discuss possible amendments to the IGA to bring it back to the basic elements. Scannell added that Mr. Gugliotti will be resigning his position as a Director.
17. **Adjournment**
On a motion by Elmer, seconded by Hauser, the meeting was adjourned at 12:02 a.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 Regular Session of the Town Council of Camp Verde, Arizona, held on the 14th day of November 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

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

Meeting Type: Regular

Meeting Date: December 19, 2007

Consent: **Executive Session/Confidential:** Type(s) of Presentation: Verbal Only

AGENDA TITLE: (Be Exact): Discussion, consideration, and possible approval to purchase (2) two patrol vehicles. These are budgeted items under the CIP.

PURPOSE AND BACKGROUND INFORMATION: We need to replace two patrol vehicles both with well over 100,000 miles and major mechanical problems. We budgeted \$72,000 in the CIP for vehicle replacement. Under state bid pricing, we can purchase and equip the patrol vehicles for a total of \$69,367.

STAFF RECOMMENDATION(S): Approve

LIST ALL ATTACHMENTS:

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

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

Finance Director Review

Budgeted/Amount Yes \$72,000

Comments:

Fund: Capital Improvement Program

Line Item/:

Submitting Department: Marshal's Office

Contact Person: David R. Smith

Town Manager/Designee: _____

12-14-07

12-14-07A08:22 RCVD

December 13, 2007

Town of Camp Verde
Town Council
Town Clerk- Deborah Barber

I rescind my letter of resignation dated December 6, 2007. I will resume my responsibilities as Council member for the Town of Camp Verde, effective immediately. I will attend the December 19, 2007 Council meeting.

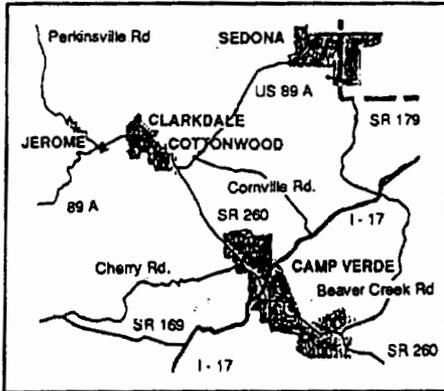
Sincerely,

Ron Smith

A handwritten signature in black ink that reads "Ron Smith". The signature is written in a cursive, flowing style with a large loop at the beginning of the first name.

12-13-07

sm



Verde Valley Transportation Planning Organization (VVTPO)

Camp Verde • Clarkdale • Cottonwood • Jerome • Sedona
Yavapai County

12-13-07
12-13-07
12-13-07

December 10, 2007

The Honorable Tony Gioia
Mayor, Town of Camp Verde
473 S. Main St., Room 102
Camp Verde, AZ 86322

Dear Mayor Gioia:

We are in receipt of Ron Smith's resignation letter from the Camp Verde Town Council dated December 6, 2007.

As I am sure you are aware, Ron Smith represented the Town of Camp Verde on the Verde Valley Transportation Planning Organization. We would like to know who would be appointed as the new representative and obtain contact information for that person.

Thank you for your assistance.

Best regards,

Chris Moran
Recording Secretary
for the VVTPO
Board of Supervisors, District 3
928-639-8110
Chris.moran@co.yavapai.az.us

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

Meeting Type: Regular

Meeting Date: December 19, 2007

Consent: **Executive Session/Confidential:** Type(s) of Presentation: Verbal

AGENDA TITLE: (Be Exact): Discussion, direction, and possible clarification on Section 804 of the Town's Personnel Manual

PURPOSE AND BACKGROUND INFORMATION: It is important to be consistent in the application and interpretation of the Town's Personnel Policies. Since the departure of the last Finance Director, our Town Manager, Mike Scannell has been overseeing and acting as the Town's Finance Director in addition to his regular duties as Town Manager.

Section 804, subsection B2 states: "A standard 5% assignment pay is to be paid when the acting capacity is two or more weeks, retroactive to the first day of the acting capacity."

Questions for clarification: For now and in the future, how do we want to fairly and consistently apply these policies? Does the Town Manager acting also as Finance Director fall under these policies?

STAFF RECOMMENDATION(S): Council's pleasure

LIST ALL ATTACHMENTS:

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

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

Finance Director Review

Budgeted/Amount N/A \$

Comments:

Fund:

Line Item/:

Submitting Department: Personnel

Contact Person: David R. Smith

Town Manager/Designee: _____

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

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

Meeting Type: Regular

Meeting Date:12-05-07

Consent: **Executive Session/Confidential:** Type(s) of Presentation: Verbal Only

AGENDA TITLE: (Be Exact): Discussion, consideration, and possible appointment of one person to the Parks & Recreation Commission for a term that expires September 2010

PURPOSE AND BACKGROUND INFORMATION: Staff has been advertising for several Commission vacancies. Parks & Recreation currently has one vacancy .

STAFF RECOMMENDATION(S): Approve

Proposed Motion: Approve appointment of Therese M. Tobish to fill the vacancy on the Parks & Recreation Commission for a term that will expire September 2010

LIST ALL ATTACHMENTS: Letter of Interest from Therese M. Tobish

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

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

Finance Director Review

Budgeted/Amount N/A \$NA

Comments:N/A

Fund:

Line Item/:

Submitting Department:Clerk's Office

Contact Person:Virginia Jones

Town Manager/Designee: _____

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

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

11-27-07 P01:56 RCVD

COMMISSION/COMMITTEE/BOARD INTEREST FORM

NAME: THERESE M TOBISH
PHYSICAL ADDRESS: 283 E Stolen BIRD Cr. 86322
MAILING ADDRESS: SAME AS ABOVE
PHONE (HOME): 9285678760 (WORK): 567-2288 e-mail: MDM2Stormy@AOL.com

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

COMMITTEE

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

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

PLEASE ANSWER THE FOLLOWING QUESTIONS

(Attach additional sheet if necessary)

1. Why do you want to serve on this commission? TO HELP VOICE the TOWNS
wants & needs to promote Camp Verde. I would
like to help Parks & Rec to be as good as
they have been with new input & support.

2. Tell us about yourself. How long have you lived in the area, your experience, your interest in the community.
Any general information you feel pertinent. Lived 7 years, Bus Owner
Participated in all OF Camp Verde Events. #
Help Camp Verde to thrive AS a Community. #

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

I Am a main street merchant. Participate
in Main St. Merchant mtgs, Parks & Rec. mtgs. &
Have Help Put on varies Community Functions

4. What do you believe the duties of this commission are and how much time do you expect to spend accomplishing these tasks? To Help Advise Park & Rec on Helping

Them Promote Camp Verde. Being the Ears
to the Community Needs

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

N/A

SIGNATURE: Theresa M. Sobush

DATE: 11/27/07

FOR OFFICE USE ONLY

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

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

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

Meeting Type: Regular

Meeting Date:December 19, 2007

Consent: **Executive Session/Confidential:** Type(s) of Presentation: Verbal Only

AGENDA TITLE: (Be Exact):Discussion, consideration and possible approval to move funds in the amount of \$985.14 from the Parks Equipment line item # 01-80-80-8002 and \$985.14 from Maintenance Equipment line item # 01-50-75-8001 to Parks & Recreation Salaries line item # 01-80-80-6000 for the purpose of moving Gerry Dillinger from the AARP Program to a part time receptionist for the Town of Camp Verde with Parks & Recreation paying half of the wages and the Street Department paying half.

PURPOSE AND BACKGROUND INFORMATION: Gerry Dillinger has served as a receptionist for the Parks, Streets and Finance Department for the past 4 years. Gerry serves the Town of Camp Verde through a senior program of AARP. For the past 4 years we have trained Gerry and AARP has paid her wages up to 20 hours per week. AARP has recently cut her hours to 15 hours per week due to budget cuts. Each of these departments has grown to rely on Gerry. She has the knowledge of each departments operations and is an excellent example of how to provide exceptional customer service. The Town Engineer and the Parks & Rec. Director would like to employ her for 28 hours per week at \$9.00 per hour. This is a total of \$3,940.57. Parks and Maintenance would be able to fund one half of the amount and the Street Department would be able to fund the other half with additional funds that they have available. From October 25, 2007 to December 10, 2007 Gerry alone has assisted the Parks & Recreation Department, Street Department and Finance Department with 510 phone calls and assisted 375 people at the counter.

STAFF RECOMMENDATION(S): Approve

Proposed Motion: Approve moving funds in the amount of \$985.14 from Parks Equipment and \$985.14 from Maintenance Equipment to Parks & Recreation Salaries for the purpose of moving the receptionist from the AARP Program to a part-time receptionist for the Town of Camp Verde with the Street Department paying half of the wages and the Parks & Recreation Department paying half.

LIST ALL ATTACHMENTS:

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

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

Finance Director Review

Budgeted/Amount N/A \$NA

Comments:Not asking for any additional funds, but moving funds from one line item to another.

Fund:

Line Item/:

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

Meeting Type: Special Session

Meeting Date: December 19, 2007

Submitting Department: P&Z

Contact Person: Nancy Buckel

Regular: **Requesting Action:**

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

- | | |
|--|--|
| <input type="checkbox"/> Acceptance/Approval | |
| <input type="checkbox"/> Final Plat | |
| <input type="checkbox"/> Rezoning | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Special Consideration |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: |

Agenda Text : RESOLUTION 2007-736 OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ADOPTING FINAL PLAT 2007-01 FOR SLEEPY HOLLOW TOWN HOMES LOCATED ON PARCEL 404-30-029D CONSISTING OF 20 TOWNHOME UNITS ON 2.40 ACRES. THIS PROJECT IS LOCATED OFF OF NICHOLS STREET AND EAST OF TOWN HALL.

Purpose of Item and Background Information: At the Council meeting of December 12, 2007, staff requested this item be continued until the 19th to clarify some issues with the documentation provided by the developer as part of the submittal for the final plat. The developer has provided a letter from the Sanitary District outlining their new expansion project and noting that they will serve this project from their existing system. No comment or written documentation has been received from ADEQ at the writing of this report. Any additional information received by staff will be forwarded to Council for review before the hearing on Wednesday.

Sleepy Hollow Limited Liability Corporation, Owners: Dugan McDonald and Dave Meier have requested the approval for the Final Plat of the Sleepy Hollow Town Homes Subdivision. Staff has completed their review for the FINAL PLAT and the ON & OFF SITE IMPROVEMENT PLANS for the development. On October 18, 2007, the Town Engineer authorized the Community Development Department to place this request for the Final Plat approval on the Town Council Agenda.

The Preliminary Plat for the Sleepy Hollow Town Homes Subdivision was approved by the Town Council on August 30, 2006 with the following stipulations:

1. The Developer will dedicate an additional 10 feet of Right of Way for Nichols Street and construct the sidewalk and curb along Nichols and Fain Streets. This stipulation was added per the Town Engineers review comments.
2. The Developer will provide a fire lane within the development and two fire hydrants as requested by the Camp Verde Fire District.
3. The Developer will provide automatic sprinklers in the garages of every unit and have a four-hour Firewall separating each unit.

Per Stipulation 1 from above:

The Town Engineer, during the review process, met with the developer to discuss area limitations to the proposed development. It was determined that in order for the development to maintain the required 20 feet

wide clear fire lane and a proposed retaining wall along the East side of Nichols Street the stipulated additional 10 feet of Right of Way along Nichols Street would not be available. The Town Engineer determined that the Town of Camp Verde, being the owners of parcel 404-30-367A & 404-30-29, where the Streets Department Maintenance Shop is located, had enough area to provide the needed additional Right of Way for Nichols Street. Per the Final Plat for the Sleepy Hollow Town Homes, it is shown from the resulting survey by Dugan McDonald, that Fain Street, as it runs to the intersection of Woods Street, has only an existing 25 feet wide Right of Way. Also, Nichols Street has an existing 30 feet wide Right of Way as it runs North and South. Nichols Street is a residential collector and is specified by the Town of Camp Verde Uniform Standards and Specifications to have a 50 feet wide Right of Way. As a requested future action of the Town Council, the Town Engineer is recommending that the Council approve the dedication of additional Right of Way from this Town owned property as referenced above to Nichols Street to bring it within the Town Standards and Specifications. In addition, it can be seen on the proposed Final Plat that the actual dirt roadway for Nichols Street is already encroaching into the Town property located on parcels 404-30-367A & 404-30-29. The Developer has indicated on the Final Plat, sheet 2 of 3, that a Vertical Curb and Sidewalk will be installed, at his cost, along the East (Starting at the Project Boundary) and side of Nichols Street and the South side of Fain Street to the intersection of Wood Street.

Per Stipulation 2 from above:

The Fire Lane has been provided on the Final Plat with individual garages and parking areas provided to each Town Home Unit. Two fire hydrant locations for the project have been approved by the Town of Camp Verde Fire District in a Plat Plan Review dated June 28, 2007.

Per Stipulation 3 from above:

The stipulation that the Developer provide automatic sprinklers in each garage and a 4 hour fire wall between each unit was removed in a Plat Plan Review by the Town of Camp Verde Fire District dated June 28, 2007.

Staff Recommendations: Should the Town Council decide to approve the Resolution Adopting the Final Plat for Sleepy Hollow Town Homes with the listed stipulations, staff is requesting that the Council provide direction on the future dedication of Right of Way from Town owned property along Nichols and Fain Street. Also, the following stipulations have been requested by the Town Engineer which has been included in the resolution:

1. The Developer shall install a street light adjacent to Nichols Street near the entrance to the Sleepy Hollow Development.
2. The Developer shall construct vertical curb & gutter, and a 5 foot sidewalk along the East side of Nichols Street and the South side of Fain Street to the intersection with Woods Street.
3. The Developer is to prepare and submit the legal documents required for the recordation of the Dedication of the Town Property for the additional 20 and 25 Feet ROW on Nichols and Fain Streets, respectively.

List All Attachments as Follows: Resolution, Staff Report, Final Plat, Town Engineer comments and stipulations, Camp Verde Fire District Plat Plan Review Comments dated June 28, 2007, ADWR Water Report.

Type(s) of Presentation: Verbal Only



RESOLUTION 2007- 736

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ADOPTING FINAL PLAT 2007-01 FOR SLEEPY HOLLOW TOWN HOMES LOCATED ON PARCEL 404-30-029D CONSISTING OF 20 TOWNHOME UNITS ON 2.40 ACRES. THIS PROJECT IS LOCATED OFF OF NICHOLS STREET AND EAST OF TOWN HALL.

WHEREAS, a request for a final plat (2007-01) approval was filed by Dugan Lee McDonald and David Meier, owners of parcel 404-30-029D, for Sleepy Hollow, LLC, and

WHEREAS, a preliminary plat was approved by the Common Council on August 30, 2006 in public hearings that were advertised and posted according to state law, and

WHEREAS, the purpose of the Final Plat is to allow for the development of a residential subdivision and to subdivide 2.40 acres into 20 Town Home lots, and

WHEREAS, the site construction improvement plans have been reviewed and approved by the Town Engineer, and

WHEREAS, the proposed subdivision will not constitute a threat to the health, safety, or welfare to the general public and should be approved;

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE RESOLVE, TO ADOPT FINAL PLAT 2007-736 FOR SLEEPY HOLLOW TOWN HOMES WITH THE FOLLOWING STIPULATIONS:

1. The Developer shall install a street light adjacent to Nichols Street near the entrance to the Sleepy Hollow Development.
2. The Developer shall construct vertical curb & gutter, and a 5-Foot sidewalk along the East side of Nichols Street and the South side of Fain Street to the intersection with Woods Street.
3. The Developer is to prepare and submit the legal documents required for the recordation of the dedication by the Town of the Town Property for the additional 20 and 25 Feet of ROW on Nichols and Fain Streets, respectively.

4. A Development Agreement for off-site and on site infrastructure improvements must be submitted for Council approval and recorded before, or at the same time as Final Plat recordation.

PASSED AND APPROVED by a majority vote of the Town Council of Camp Verde, Arizona, this 19th day of December 2007.

Tony Gioia, Mayor

Date: _____

Approved as to Form:

Town Attorney

Attest: _____
Deborah Barber, Town Clerk

CASE NO. 2007-28

PROJECT NO. FP 2007-01

TOWN OF CAMP VERDE
COMMUNITY DEVELOPMENT DEPARTMENT
473 S. MAIN STREET, SUITE 108
CAMP VERDE, ARIZONA 86322
(928) 567-8513 • FAX (928) 567-7401
SUBDIVISION PLAT APPLICATION

REQUEST:		APPLICATION DATE <u>5.7.07</u>
PRELIMINARY PLAT _____		ASSESSOR'S PARCEL NO. <u>404-30-02910</u>
FINAL PLAT <u>X</u>		PRESENT ZONING <u>RZ-2</u>
CONCEPTUAL PLAN _____		TAKEN BY _____
AMENDED PLAT _____		FEES _____
RESUBDIVISION _____		HEARING DATE _____
REVERSION TO ACREAGE _____		
SUBDIVISION NAME <u>Sleepy Hollow</u>		
TRACT <u>Townhomes</u>		

OWNER/DEVELOPER Dugan McDonald PHONE 567-9170 FAX 567-6351
 ADDRESS P.O. Box 3270 CITY Camp Verde STATE AZ ZIP 86322
 CONTACT PERSON Dugan McDonald RSHLS@Commspu.net

 ENGINEER Luke, W/S.E.C. PHONE 282-7787 FAX _____
 ADDRESS 20 Stutz Becrat CITY Sedona STATE Az ZIP _____
 CONTACT PERSON Luke

PROPOSED LAND USE	NET ACREAGE (SQ FT.)	NO. LOTS OR TRACTS	MINIMUM LOT SIZE	MINIMUM LOT WIDTH	OTHER
SINGLE FAMILY					
MULTIPLE FAMILY					
MANUFACTURED HOME					
COMMERCIAL					
INDUSTRIAL					

RESIDENTIAL DENSITY (SEE REVERSE SIDE) _____ LINEAR FT OF STREETS _____

07-28-06P12:48 RCVD

NARRATIVE
SLEEPY HOLLOW DEVELOPMENT

My name is Dugan McDonald, as a principle owner of the proposed Sleepy hollow development. I am pleased to introduce to you our project. The Sleepy hollow development is a senior community consisting of twenty exclusive town homes with spacious living areas and provides enclosed parking for each of its residences. All within easy walking distance of downtown main street Camp Verde, Arizona

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: 404-30-02910 Date: 5-7-07
Owner: DUGAN Mc DONALD
Address: P.O. Box 3270, Camp Verde, Az, 86322
Phone: () 567-8170

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 H/A
_____, whose address is: _____,

as agent to file the permit applications and related documents with the Town of Camp Verde, with such authority to continue to _____, 200__, or the application process is complete, whichever is later, or as may be earlier revoked in writing.

_____, Owners (s)

State of _____

County of _____, ss.

The foregoing special power of attorney for construction and zoning permit application was acknowledged before me this ____ day of _____, 200__, by _____, who is/are personally known by me or have produced identification.

_____, Notary Public

My Commission Expires:

**TOWN OF CAMP VERDE
COMMUNITY DEVELOPMENT DEPARTMENT**

PERMISSION TO ENTER PROPERTY

HEARING APPLICATION: _____ PARCEL NO.: 404-30-029D

DATE: 5-7-07 LEGAL DESCRIPTION: BK 655, Page 548

NAME: DUGAN Mc DONALD

ADDRESS: P.O. Box 3270, Camp Verde, Az. 86322

I, the undersigned, hereby give permission to the Town of Camp Verde Community Development Department 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.

Dugan McDonald _____ 5.7.07
Applicant's Signature Date

Agent for: N/A

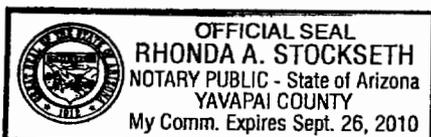
State of Arizona
Town of Camp Verde

On this 25th day of May, 2007 before me, the undersigned Notary Public, personally appeared Dugan L. McDonald Who executed the foregoing instrument for the purpose therein contained.

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

Rhonda A. Stockseth
Notary Public

Sept. 26, 2010
Date Commission Expires



DIRECTIONS TO PROPERTY

ASSESSOR'S PARCEL NUMBER: 404-30-0290

APPLICANT'S NAME: JUGEN Mc DONALD

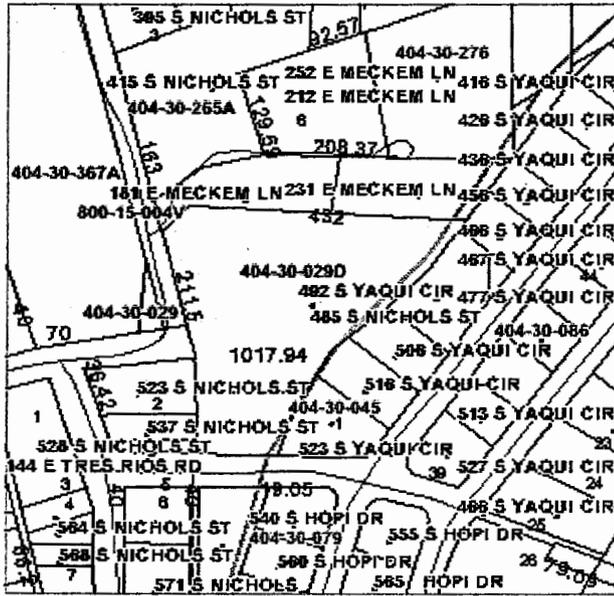
PROPERTY ADDRESS: _____

DIRECTIONS TO PROPERTY: Main Street, To Fair Street -
East on Fair Street to Nichols Street
The Property is located East From The
Intersections of Nichols Street and Fair Street.

Please See Att Map.

Yavapai County, AZ-Parcel summary

Printed: 5/24/2007



Parcel ID
404-30-029D

Owner
MCDONALD DUGAN UI &

Mailing Address
PO BOX 3270

City State Zip
CAMP VERDE AZ 86322

Secondary owner
MEIER DAVID L UI

Recorded Date	Last Transfer Docket	Last Transfer Doc Page
7/29/2005	4292	549

Physical Address
485 S NICHOLS ST .

Incorporated Area
TOWN OF CAMP VERDE

DOR Acres	Calculated Acres	Subdivision	Subdivision Type
2.41	2.361	MILITARY RESERVE ADDITION UNRECORDED 34	LAND SURVEY

School District	Fire District
CAMP VERDE SD #28	CAMP VERDE FD

Improvements (1)

Model Type	Total Floor Area	Const. Year
SINGLE FAMILY DWELLING	1652	1942

Assessment Ratio	Legal Class
10	Owner Occupied Residential

2006 Taxes Billed	2005 Taxes Billed
\$1,089	\$989

2008 Full Cash Value	2008 Limited Value	2008 Net Assessed FCV
\$163,291	\$119,460	\$16,329
2007 Full Cash Value	2007 Limited Value	2007 Net Assessed FCV
\$116,137	\$104,850	\$11,945

Instrument Type	Legal Class	
Warranty Deed	03.00	
Recent Sale Date	Sale Amount	
7/1/2005	\$300,000	
Deed Type	Sale Docket	Sale Page
Warranty Deed	4292	549

Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.



**SOUTHWESTERN
ENVIRONMENTAL
CONSULTANTS, INC.**

E-mail: info@sec-landmgt.com
www.sec-landmgt.com

12-03-07P04:00 RCVD

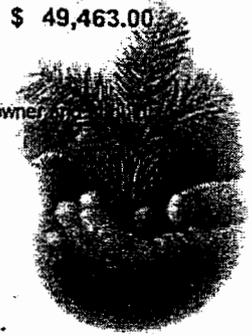
ENGINEER'S ESTIMATE

Sleepy Hollow

06-0502CEH

	DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
Site					
	Clearing & Grubbing	2.19	AC	1,700.00	3,723.00
	Earthwork and Dust Control*	334	CY	4.50	1,503.00
	Paving (2" AC)	2,919	SY	15.00	43,785.00
	ABC (under AC)	2,919	SY	5.00	14,595.00
	6" Vertical Curb	1,603	LF	12.00	19,236.00
	Concrete Valley Gutter	2,725	SF	5.00	13,625.00
	6.5' High Cantilever Retaining Wall	452	LF	150.00	67,800.00
	6' High Cantilever Retaining Wall	183	LF	140.00	25,620.00
	4.5' High Cantilever Retaining Wall	111	LF	125.00	13,875.00
	3' to 5' High Retaining Wall	424	LF	110.00	46,640.00
	Handrail	183	LF	50.00	9,150.00
	Stop Sign	1	EA	200.00	200.00
	*Note: No take-off from roadway, culverts, detention basins				
				SUBTOTAL	\$ 259,752.00
Drainage					
	18" Dia. Culvert	170	LF	40.00	6,800.00
	24" Dia. Culvert	22	LF	55.00	1,210.00
	Type G Catch Basin	2	EA	1,200.00	2,400.00
	D50 6" Riprap	136	TON	45.00	6,120.00
	Leach Rock	216	TON	33.00	7,128.00
	Detention Basin Construction	1	LS	12,200.00	12,200.00
				SUBTOTAL	\$ 35,858.00
Water					
	6" Dia. Ductile Iron Pipe	759	LF	32.00	24,288.00
	6" Gate Valve	8	EA	1,200.00	9,600.00
	Tee	2	EA	500.00	1,000.00
	45° Bend	7	EA	500.00	3,500.00
	22.5° Bend	2	EA	500.00	1,000.00
	11.5° Bend	3	EA	500.00	1,500.00
	Fire Hydrant Assembly	2	EA	3,000.00	6,000.00
	Blow-Off Valve	2	EA	500.00	1,000.00
	Air Release Valve	1	EA	500.00	500.00
	3/4" Dia. Water Service Laterals	15	LF	5.00	75.00
	Tapping Sleeve	1	EA	1,000.00	1,000.00
				SUBTOTAL	\$ 49,463.00

Owner reserves the right to vary the quantities shown at their discretion. The above quantity estimates are for the use of the owner and should not be used as your basis of bid. All facilities incidental to the item shall be included in the unit price bid.



Growth is inevitable...it's planning that makes the difference.

ENGINEER'S ESTIMATE
Sleepy Hollow **06-0502CEH**

DESCRIPTION	QUANTITY	UNIT	UNIT COST	COST
Sewer				
8" Dia. PVC Pipe	830	LF	42.00	34,860.00
48" Dia. Sewer Manhole	8	EA	3,200.00	25,600.00
4" Dia. Sewer Service Lateral	481	LF	5.00	2,405.00
Sewer Stub Out	1	EA	200.00	200.00
			SUBTOTAL	\$ 63,065.00
Dry Utilities (Does not include utility contact)				
Communications (Electric, Telephone)	750	LF	33.00	24,750.00
			SUBTOTAL	\$ 24,750.00
Off-Site Improvements				
6" Curb and Gutter	680	LF	15.00	10,200.00
5 FT Sidewalk	1,700	SF	6.00	10,200.00
Light Pole	1	EA	2,000.00	2,000.00
			SUBTOTAL	\$ 22,400.00
				TOTAL \$ 455,288.00
				10% Contingency \$ 45,528.80
				GRAND TOTAL \$ 500,817

Owner reserves the right to vary the quantities shown at their discretion. The above quantity estimates are for the use of the owner and should not be used as your basis of bid. All facilities incidental to the item shall be included in the unit price b



TCV Planning & Zoning

From: "Ron Long" <rlong@cvaz.org>
To: "Mike Jenkins" <mjenkins@cvaz.org>
Cc: "Nancy Buckel" <plnman@cvaz.org>
Sent: Monday, December 03, 2007 4:40 PM
Subject: Sleepy Hollow

Mike, I have reviewed the revised Engineer's cost estimates for the Sleepy Hollow Town homes, dated 11/29/07, that revision includes the Off Site Improvements Estimate for the Curb, Gutter, 5-foot wide Sidewalk, and Street Light that were required. I approve this revision for surety purposes.

Ron Long P. E.
Public Works Director/Engineer
Town of Camp Verde
395 South Main Street
Camp Verde, Arizona 86322
Office: (928) 567-0534 ext. 129
Cell: (928) 238-0293
Fax: (928) 567-1540
rlong@cvaz.org

12-04-07A08:01 RCVD

TOWN OF CAMP VERDE



Memorandum Public Works Department

To: Nancy Buckel, Community Development Director
From: Ron Long, Public Works Director/Engineer
Date: November 26, 2007
Re: Sleepy Hollow Town Homes Final Plat Clarification for December 12, 2007 Council Meeting

As part of the Sleepy Hollow Town Homes Subdivision Preliminary Plat submittal to Council the Developer was requested by the Town Engineer to dedicate 10 – feet of their property adjacent to the existing Nichols Street Right of Way (ROW) for the purpose of widening the ROW. This was approved by council and adopted by resolution dated August 30, 2006.

Upon closer review, which included a site investigation of the ROW by the Town Engineer, it was determined by the Engineer that the dedication of an additional 10 – Feet of property for ROW on Nichols Street is not required for the approval of the Final Plat for the Sleepy Hollow Town Homes Subdivision.

However as part of this development the developer shall provide the following public improvements and stipulations:

1. The Developer shall construct vertical curb & gutter, and a 5-Foot sidewalk along the East side of Nichols Street and the South side of Fain Street to the intersection with Woods Street.
2. The Developer shall install a Street light adjacent to Nichols Street near the entrance to the Sleepy Hollow Development.
3. Prepare and submit the legal documents required for the recordation of the dedication of the Town Property for the additional 20 – Feet of ROW on Nichols and Fain Streets.

Ron Long, P.E.
Public Works Director/Engineer

Camp Verde Fire Department

26 W. Salt Mine Rd.

P.O. BOX 386 • CAMP VERDE, AZ 86322-0386

Phillip R. Harbeson Sr.
Fire Chief

BUSINESS 567-9401 • EMERGENCY 567-4123 OR 911

Jack E. Blum
Secretary-Treasurer

June 28, 2007

FIRE AND LIFE SAFETY SUBDIVISION PLAT PLAN REVIEW

This review is based on: 2003 International Fire Code.

PROJECT

**SLEEPY HOLLOW SUBDIVISION
20 LOTS
485 S NICHOLS ST
CAMP VERDE, AZ 86322**

APPLICANT

DUGAN MCDONALD

1. Location of hydrants approved.
2. Roads shall have a clear access width of 20-feet maintained at all times with no parking of vehicles within the 20-foot area allowed.

PLANS ARE APPROVED with conditions indicated.

Failure to identify a code violation during this process of the plan review **DOES NOT** give the permit applicant the right nor authority to violate the code. **The final installation and construction must be in accordance with the code.**

Please feel free to contact me at (928) 567-9401, should you have any questions.

Sincerely,

Barbara Rice
Fire Inspector

ARIZONA DEPARTMENT OF WATER RESOURCES
Office of Assured and Adequate Water Supply
 3550 North Central Avenue, Phoenix, Arizona 85012
 Telephone 602 771-8500
 Fax 602 771-8689



Janet Napolitano
Governor

Herbert R. Guenther
Director

April 25, 2007

Mr. Roy Tanney
 Arizona Department of Real Estate
 2910 N. 44th Street
 Phoenix, Arizona 85018

Water Report #53-700284.0000
Subdivision Name: Sleepy Hollow Townhomes
Owner: Dugan McDonald and David Meier
Number of lots: 20
County: Yavapai
 Township 14 North, Range 5 East, Section 32
 Lots 1 thru 20, inclusive.

Water provided by: Camp Verde Water System
Water Type: Groundwater
Current water depth: No Information Provided
Estimated 100-year depth: No Information Provided
Current decline rate: No Information Provided
Basin: Verde Valley

Dear Mr. Tanney:

Pursuant to A.R.S. § 45-108, the Department of Water Resources has reviewed the available information pertaining to the water supply for the above-referenced subdivision. This letter constitutes the Department's report on the subdivisions water supply as required by A.R.S. § 45-108(A).

Adequacy of the 100-year water supply was reviewed by the Department with regard to physical, legal and continuous availability, water quality, and financial capability. No information has been provided to the Department that indicates that the applicant has satisfied the adequate water supply requirements as set forth in A.A.C. R12-15-701 *et seq.* Therefore, the Department of Water Resources finds the water supply to be inadequate to meet the subdivision's projected needs.

Pursuant to A.R.S. §32-2181(F) a summary of the Department's report for those with an inadequate water supply be included in all promotional material and contracts for sale of lots in the subdivisions. We suggest the following synopsis:

"Sleepy Hollow Townhomes subdivision is being served groundwater by Camp Verde Water System. The developer has chosen not to demonstrate a 100-year adequate water supply. The applicant has not demonstrated that the criteria for physical, legal and continuous availability, water quality, and financial capability have been met. Therefore the Department must find the water supply to be inadequate. For additional information please contact Rosemary Lopez, of the Office of Assured and Adequate Water Supply at (602) 771-8585."

The developer, pursuant to A.R.S. §32-2181(F), may suggest a different summary of this report, but it must contain the above elements and/or the Department's findings.

Pg. 2
April 25, 2007
Water Report
Sleepy Hollow Townhomes subdivision

This letter is being forwarded to your office as required by A.R.S. § 45-108. This law requires the developer to hold the recordation of the subdivision's plat until receipt of the Department's report on the subdivision's water supply. By copy of this report, the Yavapai County Recorder is being officially notified of the developer's compliance with the law.

Sincerely,



Sandra Fabritz-Whitney
Assistant Director
Water Management Division

cc: Yavapai County Planning and Zoning
Yavapai County Recorder
Dugan McDonald, Heritage Land Survey
Rosemary Lopez, Office of Assured and Adequate Water Supply



A subsidiary of Pinnacle West Capital Corporation

Station 4718
1250 E. Highway 89A
Cottonwood, AZ 86326
www.aps.com

7/16/07

Dugan McDonald
380 W. Grippen Road
Camp Verde, AZ 86322

Re: Power Availability for Sleepy Hollow Townhouse Subdivision.

Dear Mr. McDonald,

Thank you for the opportunity to provide information regarding electrical service to the above location. The referenced area is in Arizona Public Service Company's service area.

We will be extending our facilities to this location in accordance with the "Conditions Governing Extensions of Electric Distribution Lines and Services" (Schedule #3) and the "Terms and Conditions for the Sale of Electric Service" (Schedule #1) that are on file with the Arizona Corporation Commission at the time we begin installation of our electric facilities. Current copies are available on the Construction Corner at www.aps.com.

APS will provide you with requirements and specifications designed specifically for your project. In order to assist us in the timely preparation of a design for your project, please refer to the attached checklist of information that we will need before starting design.

Prior to construction, an advance payment may be required. The amount of any advance payment will be determined through an economic analysis based on the completed design and the information provided on your checklist. This advance payment may be refundable in accordance with Section 5 of Schedule #3. In addition, you may also incur additional charges which are non-refundable. These costs will depend on the type and extent of construction required to serve your project. Any APS charges will be set forth in an Extension Agreement which will require authorization by both APS and the customer.

All trenching and conduit installation will be the responsibility of the Customer and will be inspected by APS prior to installation of our facilities.

This letter is intended for your general information only and does not constitute any type of offer or agreement. Again, specific information for your project will be available upon receipt of the information listed on the enclosed check list and completion of the design process.

If I can be of further assistance at this time, please do not hesitate to call me at 928-646-8462. I will look forward to hearing from you soon.

Sincerely,

Robert B. Witte
Customer Service Representative
Cottonwood Office



**YAVAPAI COUNTY
DEVELOPMENT SERVICES DEPARTMENT**

500 S. Marina Street; Prescott, AZ. 86303 10 S. 6th Street; Cottonwood, AZ. 86326
Phone: (928) 771-3214 Fax: (928) 771-3432 Phone: (928) 639-8151 Fax: (928) 639-8153

Addressing - Building Safety - Customer Service & Permitting - Environmental - Flood Control - Land Use - Planning & Design Review

Agreements must be filled out and signed by a representative of the collection agency and the operational authority of the landfill, and submitted with the application.

SOLID WASTE COLLECTION AGREEMENT -

As required by Arizona Department of Environmental Quality Rules and Regulations, and specifically Regulation R18-5-409.

The Waste Management NAME OF COLLECTION AGENCY agrees to provide

refuse collection service to Sleepy Hollow Town Homes NAME OF SUBDIVISION Yavapai COUNTY

in accordance with applicable rules and regulations governing refuse collection and disposal.

Date 8/2/07 Signed [Signature] REPRESENTATIVE OF COLLECTION AGENCY

Title Residential Planning

Address 1580 E ELWOOD ST

City Phoenix 85040

In order to approve the above collection service we must also have the information in the agreement in the agreement below.

SOLID WASTE AGREEMENT -

As required by Arizona Department of Environmental Quality Rules and Regulations, and specifically Regulation R18-5-409.

The GRAY WOLF LANDFILL NAME OF DISPOSAL SITE

is operated by WASTE MANAGEMENT NAME OF OPERATIONAL AUTHORITY

in accordance with applicable rules and regulations governing refuse disposal and will accept refuse from previous persons living in

Sleepy Hollow Town Homes NAME OF SUBDIVISION

Date 8/2/07 Signed [Signature] REPRESENTATIVE OF OPERATIONAL AUTHORITY

Title Residential Planning

Address 1580 E ELWOOD ST

City Phoenix 85040

Yavapai County – Development Services Department

- f. Has application for an ADEQ Aquifer Protection Permit been submitted?
 Yes No Date: _____

WASTEWATER DISPOSAL – CONTINUED

9. Sewer facilities will be constructed by: Subdivider Municipality Sanitary District
10. Where individual on-site systems are proposed:
- a. Distance to nearest public sewer: 300 ± Feet
 - b. In your opinion, is the terrain suitable for conventional septic tank/leach field systems? Yes No
 - c. Will prospective lot purchasers be informed that "alternate" systems may be required, and if so, that each must be designed by a registered civil or sanitary engineer? Yes No

SOLID WASTE DISPOSAL

11. Will municipal or private collection service be provided to the subdivision? Yes No

If answer is yes, give the name of the collection agency (Attach completed and signed garbage service agreement and garbage disposal agreement).

Waste Management, 319 S. 6th Street, Cottonwood Az.

If no, complete the following:

- a. Will purchaser or tenant be informed of his responsibility for proper storage, hauling and disposal of solid waste? Yes No
- b. Location of nearest approved disposal facility: _____
- c. Distance from subdivision: _____
- d. Identify the party (city, county, firm or individual) responsible for operating the site (Attach completed and signed garbage disposal agreement): _____

I verify that all information given in this application is correct. I understand that no construction of sanitary facilities shall commence until construction permits have been issued by this Department. I am informed further that no operation of sanitary facilities shall commence until Discharge Authorization or Approval to Operate decisions have been issued by this Department.

JUGEN Mc DONALD, Subdivider, DWACV
TYPE OR PRINT NAME OF SUBDIVIDER OR AGENT

7.16.07 DATE
[Signature] SIGNATURE OF SUBDIVIDER OR AGENT
(If Agent, written confirmation must be submitted)



YAVAPAI COUNTY
DEVELOPMENT SERVICES DEPARTMENT

500 S. Marina Street; Prescott, AZ. 86303 10 S. 6th Street; Cottonwood, AZ. 86326
Phone: (928) 771-3214 Fax: (928) 771-3443 Phone: (928) 639-8151 Fax: (928) 639-8153

Addressing – Building Safety – Customer Service & Permitting – Environmental – Flood Control – Land Use – Planning & Design Review

Application for Approval of Sanitary Facilities for a Subdivision

Note: A copy of the Preliminary or Final Plat MUST accompany this application

GENERAL INFORMATION

- 1. Name of Subdivision: Sleepy Hollow, L.L.C., "Sleepy Hollow Town Homes"
 Lot Numbers: 1 - 20
 City or Location: Camp Verde, Az. Sect.: 32 Tp.: 14 N Rge.: 5 E
- 2. Owner or Subdivider: Jugan Mc Donald Phone: 567-9170
 Mailing Address: P.O. Box 3270 City: Camp Verde Zip Code: 86322
- 3. Area of Subdivision: 3 1/2 acres Number of Lots: Residential: 20 Commercial: 0
 If more than one type of lot, plat shall clearly show zoning Industrial: _____ TOTAL: _____

WATER SUPPLY (Attach completed and signed water service agreement).

- 4. Name of Water Supply: Camp Verde Water System Public Water System #: 13015
- 5. Have construction drawings been submitted to this Department?
 Yes No Date: _____
- 6. Water distribution system will be constructed by: Subdivider Water Company Municipality

WASTEWATER DISPOSAL (Attach completed and signed sewage service agreement).

- 7. Where existing wastewater treatment facilities are to be used:
 - a. Name of existing system: Camp Verde Sanitary Dist. APP Permit #: 101360
 - b. Have proposed sewer extensions been submitted to this Department?
 Yes No Date: _____
- 8. Where a separate community system is proposed:
 - a. Description of proposed system: _____
 - b. Proposed method of treatment: _____
 - c. Proposed method of effluent disposal: _____
 - d. Have plans/specifications been approved by either the ADEQ or this Dept.?
 Yes No Date: _____
 - e. Has application for U.S. Environmental Protection Agency/NPDES permit been submitted?
 Yes No Date: _____



YAVAPAI COUNTY DEVELOPMENT SERVICES DEPARTMENT

500 S. Marina Street; Prescott, AZ. 86303
Phone: (928) 771-3214 Fax: (928) 771-3432

10 S. 6th Street; Cottonwood, AZ. 86326
Phone: (928) 639-8151 Fax: (928) 639-8153

Addressing – Building Safety – Customer Service & Permitting – Environmental – Flood Control – Land Use – Planning & Design Review

CAPACITY ASSURANCE For Sewage Collection System

Instructions: The owner or operator of the downstream sewage collection system must complete and submit this Capacity Assurance Form to comply with Arizona Administrative Code (AAC) R18-9-E301(C)(2) when the proposed sewage collection system is under different ownership or control.

<p>1a. Proposed System or Expansion Design Flow:</p> <p>Project Name: <u>Sleepy Hollow Town</u> <u>Homes</u></p> <p>Design Flow: <u>1007d .0054 (MGD)</u> (MGD)</p>	<p>1b. Proposed Sewage Collection System:</p> <p>Name: <u>Richard SPEARS</u></p> <p>Position: <u>manager / operator</u></p> <p>Responsible Agency: <u>Camp Verde Sanitary dist.</u></p> <p>Address: <u>Po Box 1705</u> <u>Camp Verde, AZ 86322</u></p> <p>Telephone No. <u>9285676794</u> Fax No. <u>9285678832</u></p>
<p>2a. Downstream Sewage Collection System Capacity:</p> <p>Capacity Downstream from point where new system or expansion is connected: <u>.200</u> (MGD).</p>	<p>2b. Downstream Sewage Collection System:</p> <p>Name: <u>Richard SPEARS</u></p> <p>Position: <u>manager / operator</u></p> <p>Responsible Agency: <u>Camp Verde Sanitary dist.</u></p> <p>Address: <u>Po Box 1705</u> <u>Camp Verde, AZ 86322</u></p> <p>Telephone No. <u>9285676794</u> Fax No. <u>9285678832</u></p>

Capacity is expressed in million gallons per day (MGD). **Design Flow** is based on the design flow for the proposed new system, such as a subdivision submitted in accordance with AAC R18-9-E301, or system expansion.

3. Capacity Assurance: To be completed by owner/operator identified in Item "2b" above.

I, Richard SPEARS, certify that the sewer collection system identified in item "2b" can maintain the performance standards required under A.A.C. R18-9-E301(B) for the increased flow from the proposed system or expansion identified in item "1a". I am aware that there are significant penalties for submitting false information including permit revocation as well as the possibility of fine and imprisonment for knowing violations.

[Signature]
Signature

7/17/07
Date



YAVAPAI COUNTY DEVELOPMENT SERVICES DEPARTMENT

500 S. Marina Street, Prescott, AZ. 86303
Phone: (928) 771-3214 Fax: (928) 771-3443

10 S. 6th Street, Cottonwood, AZ. 86326
Phone: (928) 639-8151 Fax: (928) 639-8153

Addressing - Building Safety - Customer Service & Permitting - Environmental - Flood Control - Land Use - Planning & Design Review

NOTICE OF INTENT TO DISCHARGE FOR A SEWAGE COLLECTION SYSTEM TYPE 4.01 GENERAL AQUIFER PROTECTION PERMIT

GENERAL INFORMATION:

1. Project Name: Sleepy Hollow Town Homes

2. Assessor's Parcel Number: 404-30-02910

3. Owner/Operator of Wastewater Treatment Plant (person responsible for overall compliance)
Name Rich Spears Phone (928) 301-7486

Title Operator Firm Name Camp Verde Sanitary District

Mailing Address PO Box 1205 City Camp Verde State AZ Zip 86322

4. Applicant for this project
Name Duane McDonald Phone 567-9170

Title Owner Firm Name Heritage Land Survey

Mailing Address P.O. Box 3270 City Camp Verde State Az. Zip 86322

5. Contact Person/Agent (if different from applicant)
Name _____ Phone _____

Title _____ Firm Name _____

Mailing Address _____ City _____ State _____ Zip _____

6. Site Information
City Camp Verde, Az.

Location of downstream end of proposed system
Township 14N Range 5E Section 32

Latitude _____ ° _____ ' _____ " N Longitude _____ ° _____ ' _____ " W

Legal description of area served by sewage collection system: Township 14N Range 5E Section 32

7. Existing ADEQ Permits for the Wastewater Treatment Plant

Name: Camp Verde Sanitary District Mailing Address for Treatment Plant: _____

APP (Aquifer Protection Permit) Number: P 101360 PO Box 1205

AZPDES Permit Number: n/a Camp Verde AZ 86322

ADEQ Site Code: 1403 Telephone No. (928) 567-6794

Fax No. (928) 567-8832

8. Narrative Project Description: Sleepy Hollow Town Homes, located within
Camp Verde, Az. Camp Verde Sanitary District shall serve project.



YAVAPAI COUNTY DEVELOPMENT SERVICES DEPARTMENT

500 S. Marina Street, Prescott, AZ. 86303
Phone: (928) 771-3214 Fax (928) 771-3432

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Addressing – Building Safety – Customer Service & Permitting – Environmental – Flood Control – Land Use – Planning & Design Review

Sewage Treatment Facility CAPACITY ASSURANCE

Instructions: The owner or operator of the downstream sewage treatment facility must complete and submit this Capacity Assurance Form to comply with Arizona Administrative Code (AAC) R18-9-E301(C)(1).

<p>1. Sewage Treatment Facility:</p> <p>Name: <u>Camp Verde Sanitary District</u></p> <p>APP (Aquifer Protection Permit) Number: <u>P 101360</u></p> <p>AZPDES Permit Number: <u>N/A</u></p> <p>ADEQ Site Code: <u>1403</u></p> <p>Address: <u>PO Box 1205</u> <u>Camp Verde, AZ 86322</u></p> <p>Telephone No. <u>(928) 567-794</u> Fax No. <u>(928) 567-8832</u></p>	<p>2. Owner/Operator for Facility Operation:</p> <p>Name: <u>Rick Spears</u></p> <p>Position: <u>operator</u></p> <p>Firm Name: <u>Camp Verde Sanitary District</u></p> <p>Address: <u>PO Box 1205</u> <u>Camp Verde, AZ 86322</u></p> <p>Telephone No. <u>(928) 301-7486</u> Fax No. <u>(928) 567-8832</u></p>
<p>3. Facility Capacity:</p> <p>Current 208 Plan* Approved Capacity: <u>N/A</u> (MGD)</p> <p>Constructed Capacity: <u>.280</u> (MGD)</p> <p>APP Approved Capacity: <u>.200</u> (MGD)</p> <p>AZPDES Discharge Limit: <u>N/A</u> (MGD)</p> <p>Operational Flow: <u>.185</u> (MGD)</p> <p><small>*Areawide Wastewater Management Plan, per Section 208 of the Clean Water Act (State only capacity indicated in current approved plan on file with the Designated Management Agency)</small></p>	<p>4. Proposed Subdivision or other project:</p> <p>Name: <u>Sleepy Hollow Townhomes</u></p> <p>Design Flow: <u>100 G/A Per Day</u> (MGD)</p> <p>Total Design Flow Connected to Facility: <u>100 G/A Per Day</u> (MGD)</p>

Capacity is expressed in million gallons per day (MGD) based on the monthly average capacity of the facility. Operational Flow is expressed in MGD based on the maximum monthly average flow for the last 12 months. Design Flow is based on the design flow for the proposed subdivision as submitted in accordance with AAC R18-9-E301.

5. Facility Plan and Schedule to Construct Additional Capacity: (Provide detail if total design flow connected to facility is greater than APP approved capacity).

6. Capacity Assurance: To be completed by owner/operator identified in Item "2" above.

I, Rick Spears, affirm that the additional volume of sewage delivered to the facility by the sewer collection system serving the proposed subdivision will not cause any flow or effluent quality limits of the facility's individual permit to be exceeded. I am aware that there are significant penalties for submitting false information including permit revocation as well as the possibility of fine and imprisonment for knowing violations.

[Signature]
Signature

7/16/07
Date



Camp Verde Sanitary District

P.O. Box 1205
Camp Verde, AZ 86322-1205
Phone (928) 567-6794 Fax (928) 567-8833
Email wwtp@swiftwireless.com

To Whom It May Concern:

This letter is to accompany the quantity assurance form for clarification. At the present, we are constructing a new sewer interceptor line and new waste treatment plant to accommodate the flows needed for the increase of the city population and commercial growth. The existing plant is designed for a flow of .280 MGD, and the existing sewer interceptor lines are designed for .40 MGD.

The new interceptor line will be able to handle flows of 2.2 MGD. The completion date is scheduled for the end of May. Allowing for the approval period required by ADEQ, the new lines would be available for expansion by mid July.

The new waste treatment plant is designed for .650 MGD. The completion and 30-day start up/test run period of the plant will be completed by the end of July. At this point, it will then be ready for additional flows beyond our current .200 MDG average.

The quantity assurance form has been filled out to show what the new system is capable of handling for approval of new construction. This letter is to inform the contractor and approval agencies that by August 2008, we will be able to handle the increased flows acquired from expansion of residential and commercial properties. We want to get expansion plans approved with the understanding that it will be August 2008 before new flow can be added to the new facilities.

Thank you for your cooperation and understanding. If you have, any questions please contact, Rick Spears, the manager/operator of the Camp Verde Sanitary District at 928-301-7486 or e-mail wwtp@swiftwireless.com.

For the new Sleepy Hollow sub-division it will be hooking up to our existing system, and should not put us over our flow limits. We average .165 MGD at this time.

Sincerely,

Richard Lee Spears
Manager/Operator



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY
CAPACITY ASSURANCE
 for
Sewage Collection System

J:\shared\WEDR\APPLICATIONS-CollectionSystems\Notice Of Intent To Discharge -CAPACITY ASSURANCE for Sewage Collection System 2/27/03

Instructions: The owner or operator of the downstream sewage collection system must complete and submit this Capacity Assurance Form to comply with Arizona Administrative Code (AAC) R18-9-E301(C)(2) when the proposed sewage collection system is under different ownership or control.

<p>1a. Proposed System or Expansion Design Flow:</p> <p>Project Name <u>Sleepy Hollow Town Homes</u></p> <hr/> <p>Design Flow: <u>.0054</u> (MGD)</p>	<p>1b. Proposed Sewage Collection System:</p> <p>Name: <u>RICHARD SPEARS</u></p> <p>Position: <u>MANAGER</u></p> <p>Responsible Agency: <u>Camp Verde Sanitary Dist.</u></p> <p>Address: <u>Po Box 1705 (mailing)</u> <u>1000 Pine Payson Highway (physical)</u> <u>Camp Verde, AZ 86322</u></p> <p>Telephone No. <u>928-567-6794</u> Fax No. <u>928-567-8832</u></p>
<p>2a. Downstream Sewage Collection System Capacity:</p> <p>Capacity Downstream from point where new system or expansion is connected: <u>.700</u> (MGD).</p> <p>Total flow approved to be connected upstream from point of connection: _____ (MGD).</p>	<p>2b. Downstream Sewage Collection System:</p> <p>Name: <u>RICHARD SPEARS</u></p> <p>Position: <u>manager</u></p> <p>Responsible Agency: <u>Camp Verde Sanitary Dist.</u></p> <p>Address: <u>PO BOX 1705</u> <u>1000 pine payson Highway</u> <u>Camp Verde, AZ 86322</u></p> <p>Telephone No. <u>928-567-6794</u> Fax No. <u>928-567-8832</u></p>

Capacity is expressed in million gallons per day (MGD). **Design Flow** is based on the design flow for the proposed new system, such as a subdivision submitted in accordance with AAC R18-9-E301, or system expansion.

--

3. Capacity Assurance: To be completed by owner/operator identified in Item "2b" above.

I, Richard Spears, certify that the sewer collection system identified in item "2b" can maintain the performance standards required under A.A.C. R18-9-E301(B) for the increased flow from the proposed system or expansion identified in item "1a". I am aware that there are significant penalties for submitting false information including permit revocation as well as the possibility of fine and imprisonment for knowing violations.

 Signature _____ Date 12/12/07



ARIZONA DEPARTMENT OF ENVIRONMENTAL QUALITY

Sewage Treatment Facility CAPACITY ASSURANCE

J:\shared\WEDR\APPLICATIONS-CollectionSystems\Notice Of Intent To Discharge -CAPACITY ASSURANCE for Sewage Treatment Facility 2/27/03

Instructions: The owner or operator of the downstream sewage treatment facility must complete and submit this Capacity Assurance Form to comply with Arizona Administrative Code (AAC) R18-9-E301(C)(1).

<p>1. Sewage Treatment Facility:</p> <p>Name: <u>Camp Verde Sanitary District</u></p> <p>APP (Aquifer Protection Permit) Number: P <u>101360</u></p> <p>AZPDES Permit Number: _____</p> <p>ADEQ Site Code: <u>1403</u></p> <p>Address: <u>P.O. BOX 1205 (mailing)</u> <u>1000 pine Payson Highway (physical)</u> <u>Camp Verde, AZ 86322</u></p> <p>Telephone No. <u>928-567-6794</u> Fax No. <u>928-567-8832</u></p>	<p>2. Owner/Operator for Facility Operation:</p> <p>Name: <u>RICK SPEARS</u></p> <p>Position: <u>manager</u></p> <p>Firm Name: <u>Camp Verde Sanitary District</u></p> <p>Address: <u>P.O. BOX 1205</u> <u>1000 pine payson Highway</u> <u>Camp Verde, AZ 86322</u></p> <p>Telephone No. <u>928-567-6794</u> Fax No. <u>928-567-8832</u></p>
<p>3. Facility Capacity:</p> <p>Current 208 Plan* Approved Capacity: _____ (MGD)</p> <p>Constructed Capacity: <u>.280</u> (MGD)</p> <p>APP Approved Capacity: <u>.200</u> (MGD)</p> <p>AZPDES Discharge Limit: _____ (MGD)</p> <p>Operational Flow: <u>.185</u> (MGD)</p> <p><small>*Areawide Wastewater Management Plan, per Section 208 of the Clean Water Act (State only capacity indicated in current approved plan on file with the Designated Management Agency)</small></p>	<p>4. Proposed Subdivision or other project:</p> <p>Name: <u>Sleepy + b/low Townhomes</u></p> <p>Design Flow: <u>100 GARD</u> (MGD)</p> <p>Provide list of all previously approved subdivisions, commercial and industrial customers and associated design flows.</p> <p>Total Design Flow Connected to Facility: <u>100GARD</u> (MGD)</p>

Capacity is expressed in million gallons per day (MGD) based on the monthly average capacity of the facility. **Operational Flow** is expressed in MGD based on the maximum monthly average flow for the last 12 months. **Design Flow** is based on the design flow for the proposed subdivision as submitted in accordance with AAC R18-9-E301.

5. Facility Plan and Schedule to Construct Additional Capacity: (Provide detail if total design flow connected to facility is greater than APP approved capacity)

6. Capacity Assurance: To be completed by owner/operator identified in Item "2" above.

I, RICK SPEARS, affirm that the additional volume of sewage delivered to the facility by the sewer collection system serving the proposed subdivision will not cause any flow or effluent quality limits of the facility's individual permit to be exceeded. I am aware that there are significant penalties for submitting false information including permit revocation as well as the possibility of fine and imprisonment for knowing violations.

Signature

Date

9. Design Summary

Population Served by Proposed System	<u>40</u>	Number of manholes	<u>8</u>
Number of Service Connections	<u>20</u>	Number of lift stations	<u>N/A</u>
Total length of gravity sewer lines	<u>1650 +/-</u>	Feet	
Total length of force mains	<u>0</u>	Feet	
Design flow of system at downstream point	<u>700</u>	Gallons per day	
	<u>.0054 (MGD)</u>		

SUPPLEMENTAL INFORMATION:

10. Sewage Treatment Facility Capacity Assurance (Check Box if Complete)

I have attached a completed Sewage Treatment Facility Capacity Assurance form.

11. Capacity Assurance for a Sewage Collection System (Check One)

I have attached a completed Sewage Collection System Capacity Assurance form.
 The proposed sewage collection system does not deliver wastewater to a downstream collection system.

12. Site Plan and Fee (Check Box if Complete)

I have provided a general site plan showing the boundaries and key aspects of the project.
 I have provided the appropriate fee.

13. Construction Quality Drawings (Check Box if Complete)

- a. The plans and profiles for all sewer lines, manholes, force mains, depressed sewers, and lift stations with sufficient detail to allow Department verification of design and performance characteristics;
 - b. Relevant cross sections showing construction details and elevations of key components of the sewage collection system to allow Department verification of design and performance characteristics, including the slope of each gravity sewer segment stated as a percentage;
 - c. Drainage features and controls, and erosion protection as applicable, for the components of the project; and
 - d. Horizontal and vertical location of utilities within the area affected by the sewer line construction.
- I have provided all the information listed in a through d above.

14. Sewage Collection System Design Flows (Check Box if Complete)

I have attached documentation of design flows for significant components of the sewage collection system and the basis for calculating the design flows.

15. Operation and Maintenance Plan (Check One)

I have attached an operation and maintenance (O & M) manual. The manual shall contain the 24-hour emergency number of the owner and operator of the sewage collection system.
 A current O & M plan is already on file the Department. The specific file number of the project is _____

16. Design Documents (Check Box if Complete)

I have included design documents, including plans, specifications, drawings, reports, and calculations that are signed, dated, and sealed by an Arizona-registered professional engineer. The designer shall use good engineering judgment following engineering standards of practice, and rely on appropriate engineering methods, calculations, and guidance.

17. Certification Statement (To be completed by the applicant in item 4 above)

I, [Signature], certify that this Notice of Intent to Discharge and all attachments were prepared under my direction or authorization and all information is, to the best of my knowledge, true, accurate and complete. I also certify that the sewage collection system described in this form is or will be constructed, designed, and operated in accordance with terms and conditions of the Type 4.01 General Aquifer Protection Permit (A.A.C. R18-9-E301) and applicable requirements of Arizona Revised Statutes Title 49, Chapter 2, and Arizona Administrative Code Title 18, Chapter 9 regarding aquifer protection permits. I am aware that there are significant penalties for submitting false information including permit revocation as well as the possibility of fine and imprisonment for knowing violations.

Signature [Signature] Date 8.6.07

DEPARTMENT USE ONLY		DATE STAMP
File Number		
Fee Paid for this Project		
Check Total		

When recorded return to:

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
SLEEPY HOLLOW TOWNHOUSES**

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ARTICLE I - INTRODUCTION AND DEFINITIONS

The Declarant herein is the Owner of the Lots and common areas of:

Sleepy Hollow Townhouses subdivision as recorded in
_____, records of Yavapai County,
Arizona.

Declarant hereby declares that all of the property described above shall be held, used, sold and conveyed subject to the following covenants, conditions, charges, liens, restrictions, easements and reservations (hereinafter collectively sometimes called "restrictions"), all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property, and all of which are hereby declared to be for the benefit of all of the property described herein and the Owners thereof, their heirs, successors, grantees and assigns. These restrictions shall run with the real property and shall be binding on all parties having or acquiring any right, title or interest in the described properties or any part thereof.

It is the intention of these restrictions to maintain a very quiet, peaceful, attractive and generally first class residential area.

The following terms and abbreviations used in this document are defined as follows:

“Association” shall mean Sleepy Hollow Townhouse Owner’s Association, an Arizona non-profit corporation.

“Board” shall mean the Board of Directors of Sleepy Hollow Townhouse Owner’s Association.

“Board of Directors” shall mean the Board of Directors of Sleepy Hollow Townhouse Owner’s Association.

“Declaration” shall mean this Restated and Amended Declaration of Covenants, Conditions and Restrictions, abbreviated as “CC&Rs.”

“Improvements” shall mean all buildings on the Subject Property.

“Lot” shall mean a Lot subject to individual ownership as designated on the subdivision plat of record and any improvements therein

“Owner” shall mean the owner of record of a Lot or Unit.

“Unit” shall be synonymous with “Lot”.

“Restrictions” shall mean this Restated and Amended Covenants, Conditions and Restrictions.

“Subject Property” shall mean the entire Sleepy Hollow Townhouse subdivision.

ARTICLE II - THE HOMEOWNER'S ASSOCIATION

(a) Every Owner of a Lot in this subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Any conveyance (except a lease) of any Lot shall be an implied conveyance of the seller's interest in the Association and an implied conveyance of seller's equitable and beneficial interest in the property which the Association owns as trustee for the Owners.

(b) Each Owner shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members in the Association. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

(c) The Association shall be the entity through which the Owners shall act. The Association shall have such rights, powers and duties as are prescribed by law and as are set forth herein together with such rights, powers and duties as may be reasonably necessary in order to effectuate the objectives and purposes of the Association as set forth in this Declaration.

(d) The Association shall be managed and operated by a Board of Directors consisting of five (5) Owners elected by the Owners. The Board of Directors shall elect such officers as it deems appropriate and shall be governed by its bylaws.

(e) The Board of Directors may employ for the Association a management agent at a compensation established by the Board to perform such duties and services as the Board shall authorize.

ARTICLE III - INDIVIDUAL AND ASSOCIATION OWNERSHIP

(a) The subject property has designated Lots. The Lots are deemed to correspond directly to the exterior perimeter of the improvements erected on each Lot including decks, patios and porches. Where the Lots share a common boundary with an adjacent Lot the improvements shall share a common wall which shall be deemed to have the common Lot line as its centerline. Any Lot and its corresponding improvements may be owned in fee simple (subject to these and any other applicable restrictions) and may be transferred, leased, pledged or otherwise dealt with as any real property.

(b) The open space and yard areas designated on the plat of record of the subject property shall be considered common area and shall be owned by the Association in trust for the benefit of the Owners. The patio adjacent to each Unit shall be for the exclusive use of that Unit. The Unit Owner shall be responsible for maintaining the patio area. No patio may be used for storage or other than patio furniture and may not be furnished or decorated with anything other than patio furniture and barbeque grills. Each Owner shall be a beneficiary of an undivided interest in said trust. Maintenance and use of the common area shall be controlled by the Association.

(c) The Subject Property's streets, driveways, parking areas, aprons and sidewalks are owned and maintained by the Association. All Owners of Lots in this subdivision, their tenants and their guests shall have the perpetual use of the streets, driveways, parking areas, aprons and sidewalks for ingress and egress to their respective Lots and an easement for such use is hereby created. The Board of Directors shall make such rules regarding the use of the streets, driveways, parking areas, aprons and sidewalks as are deemed necessary. There shall be no parking allowed on the streets except as necessary for loading and unloading and as designated by the Board of Directors.

(d) Owners are responsible for the cleaning of any leaks or spills on the driveways, sidewalks or parking areas caused by the Owner, tenants, guests, visitors, agents or family.

ARTICLE IV - ARCHITECTURAL CONTROL

No building, fence, wall or other structure or any landscaping shall be erected upon any Lot or other portion of the subject property, nor shall any exterior alteration (including without limitation paint colors, trim, shape and character of any of the buildings or improvements upon the property and including window screens and screen doors) be made unless approved in writing by the Board of Directors.

ARTICLE V - AGE RESTRICTIONS

(a) This subdivision is age restricted as allowed by Arizona Revised Statutes § 41-1491.04.

(b) Each unit must be occupied by at least one person 55 years of age or older. "Occupied" means residing in the unit at least as much time as any other occupant of such unit.

(c) The Association has the obligation to see that the occupancy requirement is complied with by each unit owner. The Association may periodically require affidavits from the owner and occupants of each unit as to the age and occupancy time of the occupants. The Association may bring an action in the Superior Court for appropriate injunctive relief to enforce this occupant age requirement.

(d) The Association shall make it clear by signage and publications that this is an age restricted subdivision.

(e) The Board of Directors of the Association may grant an exception to the age restriction only upon a showing of unusual circumstances and hardship occurring after occupancy or purchase. No exception can be granted before a purchase. Any exception shall be for a limited period of time.

ARTICLE VI - PERMITTED AND RESTRICTED USES

(a) Each Unit is hereby restricted to use as a single family dwelling for residential use only. "Single Family Use" is defined as use or occupancy by a group of persons related by blood or marriage, or, a group with not more than two persons who are unrelated by blood or marriage.

(b) No pets are allowed or may be kept in any Unit except up to a total of two cats and/or dogs. The pet owner is responsible for keeping the pet(s) quiet at all times and for the immediate clean-up of the pet feces.

(c) No signs or objects determined to be unsightly by the Board of Directors shall be erected, placed or permitted to stand upon any Lot, provided, however, that a person desiring to sell a Lot may place one "For Sale" or "For Rent" sign upon said Lot or on Owner's assigned garage which shall not be over four (4) square feet nor higher than four (4) feet.

(d) No business, professional or commercial activities of any kind whatsoever shall be conducted on any portion of any Lot or the Subject Property unless such activity is conducted without clients, customers, employees, deliveries, shipping or similar traffic coming to the Lot.

(e) No outside speakers or other sound producing equipment shall be installed or maintained on any Lot. No open fires or burning shall be permitted on any part of the properties and no incinerators or like shall be placed, allowed or maintained upon any Lot. The foregoing shall not be deemed to preclude the use in customary fashion of outdoor barbecues or grills, unless such use is prevented or restricted by fire protection rules or regulations.

(f) No reflective materials, including, but without limitation, aluminum foil, reflective screens or glass, mirrors or similar items, shall be installed or placed upon the outside or inside of any windows of a Unit without the prior written approval of the Board of Directors. No awnings, shades, screens, window air conditioners or other items affecting the exterior appearance of a Unit shall be constructed or installed without the prior written consent of the Board of Directors.

(g) No tanks of any kind, elevated above the surface of the ground or visible in any manner, shall be erected, placed or permitted on any Lot. No exterior clothes line equipment of any kind shall be permitted on any part of the properties. No unsightly objects shall be permitted on any of the decks on any Lot. Any antenna or receiving dish must be approved by the Board of Directors and shall be limited in size and style and placed as unobtrusively as possible. Antenna "towers" shall not be allowed.

(h) All rubbish, trash or garbage shall be kept in closed containers and not allowed to accumulate on any of said Lots, and disposed of in designated dumpsters. Firewood may only be stored in Owners' assigned garages, away from wood surfaces. Owners are liable for the cost of treating or repairing termite damage resulting from the storage or firewood.

(i) No vehicle or equipment exceeding 20 feet in length, no commercially licensed vehicle or equipment, no recreational vehicle, no mobile home, no trailer, no boat nor any similar vehicle or equipment shall be parked at any time on any streets, driveways, parking areas, aprons or common area for more than 24 hours in any ten-day period without approval of the Board or its designee. The Board of Directors shall designate places for temporary guest parking. No vehicle, equipment, furniture or other objects shall be maintained, repaired, modified or otherwise worked on at any time upon any streets but may be so worked on upon driveways, parking areas, or aprons during daylight hours only. No objects shall be stored on the streets, driveways, parking areas, aprons or common areas. All garage doors shall be closed except when an individual is present in the garage.

(j) The Board of Directors shall have the right to have any vehicle, equipment or object, including but not limited to those referenced above, which is parked, kept, maintained, constructed, reconstructed or repaired in violation of these restrictions removed at the sole cost and expense of the Owner of the vehicle, equipment or object. Any expense incurred by the Association in connection with the removal of any vehicle, equipment or object shall be paid to the Association upon demand by the Owner of the vehicle or equipment.

(k) No noxious or offensive activity may be carried on or permitted on any part of the subject property, nor shall anything be done thereon which may be or become an annoyance or nuisance to residents of the neighborhood, including without limitation annoying or offensive sounds or odors. No hazardous activities (including fireworks) shall be conducted upon any part of the Subject Property nor shall any improvements or conditions which are unsafe or hazardous to any person or property be permitted.

(l) No fraternity, sorority nor other group or organization shall use any Unit as its residential headquarters.

(m) No Owner shall use the Lot or Unit in a manner which would create a fire danger. All fireplaces and flues must be used and maintained in a safe condition and are the responsibility of the individual Owner.

(n) Electric, telephone, water, sewer, cable television and other utility service lines (used for the general benefit of the Lots Owners) and other utility or service lines of every kind or character (whether or not hereafter invented or used) shall be placed and kept underground up to the unit walls (except to the extent, if any, such underground placement may be prohibited by law or, by the nature of the service to be rendered, such underground placement prevents the lines from being functional). No wires, conduits, cables, pipes nor any similar service lines may be installed on the exterior of Units without the prior written permission of the Board of Directors.

(o) Any remodeling, painting, guttering or other changes in the exterior appearance of any unit shall only be done after the approval of the Association. No such work may be done without the written approval of the Board of Directors.

(p) No fences, barriers, screens or walls may be erected approved by the Board of Directors. No trees may be planted or removed and no hedges may be planted or removed unless the Board of Directors gives written approval.

(q) No skateboards and no unlicensed motorized scooters or motor bikes are allowed anywhere in the subdivision. Tricycles, small bicycles and toys are allowed on the sidewalks.

ARTICLE VII - COMMON WALLS

(a) Each wall which lies on common Lot boundary line of any two Lots shall be considered a "common wall."

(b) In the event any such common wall is damaged or destroyed through the act of one adjoining Owner, or any of such Owner's guests, tenants, licensees, agents or family members. (whether or not such act is negligent or otherwise culpable) so as to deprive the other adjoining Owner of the full use and enjoyment of such wall, then the first of such Owners shall forthwith proceed to rebuild and repair the same to as good condition as formerly, without cost to the adjoining Owner.

(c) In the event any such common wall is damaged or destroyed by some cause other than the act of one of the adjoining Owners, Owners' agents, tenants, licensees or guests or family (including ordinary wear and tear and deterioration from lapse of time), then in such event, the Association shall proceed forthwith to rebuild or repair the same to as good condition as formerly, at the Association's expense.

(d) No Owner shall allow any machinery or appliance nor any sound producing equipment to be placed against or near any common wall so as to disturb the adjoining Owner's peaceful enjoyment of such Owner's property. No Owner shall do any act to completely penetrate the common wall.

ARTICLE VIII - MAINTENANCE, REPAIRS AND INSURANCE

(a) The Association shall provide exterior maintenance for the improvements upon each Lot so far as the painting, replacement, repair and care of exterior building surfaces. Such exterior maintenance shall include roofs, decks, siding, developer installed skylights and skylights installed by a licensed contractor approved by the Board of Directors but not any other skylights, fixtures or additions made by an individual Owner. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, the Owner's family, guests, tenants, or contractor not approved by the Board of Directors, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject. Each Owner shall maintain and repair the windows and screens of the Owner's Unit.

(b) Except as otherwise provided in this document, the Association shall have the responsibility for the maintenance and safety of the common areas of the Subject Property. The Association's responsibility shall include street, driveway, parking area, apron and sidewalk maintenance and repairs, snow removal and maintenance and repair of water and sewer lines not under city control. However, each individual Owner shall be responsible for repairs and maintenance to water, sewer and other utility lines within the Owner's Lot lines.

(c) The Association shall acquire liability insurance for itself and its officers, directors and agents. The Association shall decide whether it will acquire fire and casualty insurance for all improvements and structures or whether that shall be a requirement of each Owner regarding each individual Unit. Each Owner

shall acquire personal liability insurance and fire and casualty insurance regarding the personal property and building contents and accidents occurring on the Owner's property. Every Owner shall be deemed to be an insured under the insurance acquired by the Association and therefore there shall be no subrogation by the insurer against an Owner.

(d) The maintenance and repair of internal installations of each Unit such as water, light, gas, power, sewage, telephone, cable television, air conditioning, sanitary installations, doors, screens, windows, lamps, electronics equipment, and all other accessories belonging to the Unit area shall be at the Owner's expense. Every Owner must perform promptly all maintenance and repair work within his own Unit, which if omitted would affect the project in its entirety or in a part belonging to other Owners, being expressly responsible for the damages and liabilities that Owner's failure to do so may engender. An Owner shall reimburse the Association for any expenditures incurred in repairing or replacing any area and facility damaged through his fault.

(e) No Owner shall make structural modifications or alterations in Owner's Unit or installations located therein until plans and specifications have been approved by the Board of Directors. The Board of Directors shall approve or deny such applications within a time frame reasonable for review of the submitted plans and specifications.

(f) The Association has the authority to develop a landscape irrigating well on the Subject Property or to make a well sharing agreement with adjacent property owners.

ARTICLE IX - ASSESSMENTS BY THE ASSOCIATION

(a) The Declarant, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to agree to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, and (3) enforcement assessments. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and

reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of a Lot at the time when the assessment became due.

(b) The Association shall not be obligated to spend in any year all the sums received by it in such year (whether by way of assessments, fees or otherwise) and may carry forward as surplus any balances remaining (rather than apply such surplus to reduction of the annual assessment in future years) in such amounts as the Association, in its discretion, may determine to be desirable for the financial security of the Association.

(c) The assessments levied by the Association through its Board of Directors shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the subdivision and for the improvement and maintenance obligations of the Association and for the payment of any taxes, assessments or premiums owed by the Association and for payment of any professional fees or management expense. Any assessment (except enforcement assessments) shall be imposed on all Lots uniformly. Enforcement assessments shall be imposed on the Lots for which costs of enforcement of the assessment payment obligation are incurred.

(d) An annual assessment amount shall be established by the Board of Directors each year. However, if the annual assessment is to be more than 14% greater than the prior year, such assessment amount must be approved by a two-thirds majority of the Lots represented, whether in person or by proxy at the meeting called for such purpose. The date, time and place of such meeting will be determined by the Board of Directors. Each Owner shall be obligated to pay to the Association the Owner's annual assessment on an annual, semi-annual, quarterly or monthly basis as determined by the Board of Directors. Notice of any changes in the annual assessment and a report of the income and expenses for the prior year will be mailed to each Owner as such Owner's address appears on the records of the Yavapai County Assessor or at such address as the Owner shall designate.

(e) An Owner shall become obligated to begin paying the assessments at such time as Owner acquires legal or equitable title.

(f) In addition to the annual assessments authorized above, the Association, through its Board of Directors, may levy, in any assessment year, a special assessment applicable to that year only, for the purposes set forth above. Such

special assessment must have the approval in writing of the Owners of two-thirds of the Lots.

(g) Any assessment installment not paid within thirty (30) days after the due date shall accrue a one time late fee of \$50 and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot pursuant to Arizona law pertaining to foreclosure of realty mortgages. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of Owner's Lot. The proceeds of a judicial sale following the foreclosure of such assessment lien shall first be paid to discharge court costs, other litigation costs including but not limited to reasonable attorney's fees, all interest accruing thereon, and all other expenses of such sale. Any balance of proceeds after satisfaction of such amounts and all other amounts due shall be paid to the Owner, and the Owner may redeem such Lot after the foreclosure sale as provided by law.

(h) The lien of the assessments provided for herein shall be subordinate to the lien of any first priority mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or trustee's sale shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No such foreclosure or trustee's sale shall relieve the Owner from liability for the assessments accruing prior to the foreclosure or trustee's sale.

(i) The Association on written request shall furnish to a lienholder, Owner or person designated by an Owner a recordable statement setting forth the amount of unpaid Assessments against Owner's Lot. The statement shall be furnished within twenty (20) business days after receipt of the request and is binding on the Association. The Association may charge a reasonable fee in an amount established by the Board of Directors for each such statement.

(j) Each Seller of a Lot shall pay to the Association, immediately upon the conveyance of any Lot, a transfer fee in such amount as is established from time to time by the Board of Directors. Such fee is to defray the cost of changing the Association records.

(k) The Board of Directors shall decide whether water/sewer/trash expenses shall be assessed uniformly or by separate meters.

ARTICLE X - ENFORCEMENT

(a) The Association or any Owner, or any combination thereof, in addition to any other remedy available at equity or law, may prosecute an action or other proceeding against any defaulting Owner for injunctive relief, specific performance, damages, a judgment for payment of money and collection thereof, or the appointment of a receiver to take possession of the improvements upon such Lot. By the acceptance of a deed to any Lot, or by signing a contract or agreement for the purchase of the same, the Association and each Owner does hereby agree that in addition to the relief prayed for in such action, the defaulting Owner shall be liable for all court costs and reasonable attorney's fees incurred in the prosecution of such action. Failure by anyone to enforce any condition, restriction, covenant or charges herein contained shall not constitute a waiver of the right to do so thereafter.

(b) Any violation of these covenants and restrictions by an Owner or his/her family members, guests, licensees or tenants, shall result in an assessment against the Owner for payment of the cost of any necessary remedial action and a violation assessment to defray the cost of enforcement as follows:

First Notice:	Certified letter notifying of violation, no assessment
Second Notice:	\$50.00 assessment
Third Notice:	\$100.00 additional assessment

(c) Any Owner who has been accused of a violation of these Restrictions may appeal such accusation to the Board of Directors. The Board shall hear the appeal and its decision shall be final.

ARTICLE XI - EASEMENT TO ASSOCIATION

(a) All Owners hereby grant an easement to the Association to come upon their respective Lots for the purpose of painting, repair, inspection and general maintenance of the building exterior and common area after five days written notice.

(b) In the event of any act or condition pertaining to the danger of fire, collapse or other such event which poses immediate danger or hazard to any other Owners of Lots, the Association or any Owner shall have the right to go immediately upon such Lot without notice and take such action as may be necessary to alleviate such dangerous or hazardous condition, and any expenses thereby incurred by the other Owner or the Association shall become a lien upon such Lot which may be foreclosed in the manner provided in Article VIII.

(c) Each Owner agrees to allow the Association the use of any exterior electrical outlet as required by the Association to maintain the landscaping in the immediate area of that Lot.

ARTICLE XII - GENERAL TERMS

(a) All covenants herein are intended to and shall constitute covenants running with the land or equitable servitude upon the land, as the case may be, and are intended to and shall be binding upon any present and future Owner of any interest in and to said property.

(b) The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

(c) These provisions shall be for the benefit of and be binding upon the heirs, executors, administrators, guardians, conservators, successors, purchasers, lessees, donees, grantees, mortgagees, lienors and assigns of and from the parties hereto.

(d) Each property Owner specifically waives any right to a partitioning of the common property by division of the property or liquidation.

ARTICLE XIII - AMENDMENTS

(a) These covenants, conditions and restrictions shall remain in effect until a notice of termination is recorded in Coconino County signed by the authorized representative of 75% of the Lots in the subdivision.

(b) These covenants, conditions and restrictions may be amended at any time by the Owners at any meeting where all Owners are given written notice of said meeting at least 20 days in advance; where the proposed amendment is set forth in the notice and the proposed amendment is in substantially the same form as later adopted and where the amendment is approved by a two-thirds vote of the Lots represented at said meeting.

(c) These covenants, conditions and restrictions may also be amended by a mail balloting procedure wherein each Owner is mailed a copy of the proposed amendment and a ballot for approval or disapproval. Upon receipt of approval of two thirds of the Owners within 30 days of the mailing, the amendment shall be deemed approved. The Board of Directors shall maintain the records and ballots for such amendment for five (5) years.

(d) These covenants, conditions and restrictions may not be amended so as to apply to less than all Lots or so as to apply differently to different Lots.

Dated: _____ 2006 DECLARANT

SLEEPY HOLLOW DEVELOPMENT COMPANY, L.L.C.

By _____
David Meier

By _____
Dugan McDonald

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this ____ day of _____ 2006 by David Meier, member of Sleepy Hollow Development Company, L.L.C., known to me to be the person whose name is subscribed to this instrument and acknowledged that he executed the same on behalf of the company.

Notary Public

STATE OF ARIZONA)
) ss.
County of Coconino)

The foregoing instrument was acknowledged before me this ____ day of _____ 2006 by Dugan McDonald , member of Sleepy Hollow Development Company, L.L.C., whose name is subscribed to this instrument and acknowledged that he executed the same on behalf of the company.

Notary Public

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

Meeting Type: Regular

Meeting Date: December 19, 2007

Submitting Department: P&Z

Contact Person: Nancy Buckel

Regular: **Requesting Action:**

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

- | | |
|---|--|
| <input type="checkbox"/> Acceptance/Approval | |
| <input type="checkbox"/> Final Plat | |
| <input type="checkbox"/> Rezoning | <input type="checkbox"/> Preliminary Plat |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Special Consideration |
| <input checked="" type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: |

Agenda Text: Resolution 2007-738 of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona approving a Use Permit 2007-06 to allow for one FFA project pig on parcel 404-30-170 as submitted by Pam Sterrett for her daughter, allowing for care, feeding and grooming of said pig from November 2007 to May 2008.

Purpose of Item and Background Information: The current zoning on the subject parcel 404-30-170 is R1L-18. Under Section 109-A2g of the Town of Camp Verde Planning and Zoning Ordinances, FARM ANIMALS are allowed as a permitted use in the R1L district with the requirement of Livestock allowances and limitations per Section 108D of the said same Ordinances.

The Density District of parcel 404-30-170 is 18 thus requiring 18,000 square feet per lot. The subject lot is 18,000 square feet. Section 108D of the planning and zoning ordinances allows for livestock on parcels of ½ acre or larger. This lot does not meet the required ½ acre size.

Under Section 108D of the Planning and Zoning Ordinances, item 2c1 (Exceptions) Youth under the age of 21 may keep one livestock animal in conjunction with an approved livestock – raising program such as 4H, FFA and the like **regardless of the lot size** with an approved **Use Permit**. Staff has received a letter verifying he daughter’s enrolment in the FFA animal program. This is included in the packet.

As a response to the required notification letters as sent to the surrounding property owners within 300 feet of parcel 404-30-170, on November 14, 2007, the Town of Camp Verde Community Development Department received four letters in opposition and two letters in favor of this Use Permit. Copies of these letters are in the packet. In addition, the Town of Camp Verde Code Enforcement Officer provided a letter to the file advising on past enforcement actions taken on the subject property. A copy of this letter is in the packet. Staff has also included a signed petition circulated in the neighborhood by Pam Sterrett’s daughter. Staff has created a neighborhood map showing the residents in support of & those in opposition to as well as the 300-foot buffer to illustrate neighborhood opinion. This map depicts the total number of those responding to the Use Permit approval as taken from the 300-foot letters and the circulated petition. One resident in opposition provided a copy of the subdivision CC&Rs. A copy has been included in the packet for review. As stated in Section 108 item I (USE PERMITS) the Council may take into consideration any conditions, requirements or standards prescribed by the Town Code or Council to base their decisions.

On December 6, 2007, the Planning & Zoning Commission recommended **APPROVAL** of Use Permit 2007-06 with a vote of 4-3. As a provision for this recommendation of approval, the Commission wanted the Council to be aware that this approval is in violation of the CC&R's.

As required in the Town of Camp Verde Planning & Zoning Ordinance, a neighborhood meeting must be noticed and held by the applicant. This requirement is repeated in the application form for a use permit. The applicant did not hold the neighborhood meeting. A Commissioner had concerns that the neighborhood and some of the neighbors may not have been notified. However, the posting and notification to neighbors within 300 feet has been done and documented by staff. Refer to map. Staff explained, after speaking with the Town Attorney, it was determined the neighborhood meeting requirement had been met by the circulation and submittal of the signed petition by the FFA member and applicant.



RESOLUTION 2007- 738

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING A USE PERMIT 2007-06 TO ALLOW FOR ONE FFA PROJECT PIG ON PARCEL 404-30-170 AS SUBMITTED BY PAM STERRETT FOR HER DAUGHTER ALLOWING FOR CARE, FEEDING AND GROOMING OF SAID PIG FROM NOVEMBER 2007 TO MAY 2008.

WHEREAS, a request for Use Permit (2007-06) approval was filed by Pam Sterrett owner of parcel 404-30-170 for her daughter, and

WHEREAS, Use Permit (2007-06) was recommended for approval by the Town of Camp Verde Planning & Zoning Commission on December 6, 2007, and

WHEREAS, the purpose of Use Permit is to allow for a FFA Project Pig to be cared for, fed and groomed on parcel 404-30-170 from November of 2007 thru May of 2008, and

WHEREAS, this Use Permit is granted 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.

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE RESOLVE, TO APPROVE USE PERMIT 2007-06 FOR PAM STERRETT TO ALLOW FOR HER DAUGHTER TO CARE FOR, FEED AND GROOM A FFA PROJECT PIG ON PARCEL 404-30-170 FROM NOVEMBER 2007 THRU MAY 2008.

PASSED AND APPROVED by a majority vote of the Town Council of Camp Verde, Arizona, this 19th day of December 2007.

Tony Gioia, Mayor

Date: _____

Approved as to Form:

Town Attorney

Attest: _____
Deborah Barber, Town Clerk

Date Recv'd _____
Recv'd By _____
Fees Paid NO CHARGE

CASE NO. 2007-51
PROJECT NO. UP 2007-06

TOWN OF CAMP VERDE
COMMUNITY DEVELOPMENT DEPARTMENT
473 S. MAIN STREET, SUITE 108
CAMP VERDE, ARIZONA 86322
(928) 567-8513 • FAX (928) 567-7401
USE PERMIT APPLICATION

11-06-07P02:41 RCVD

APPLICATION DATE _____ TAKEN BY _____
ASSESSOR'S PARCEL NO. 40430170 CLASSIFICATION OF UP _____
PRESENT ZONING R1L-18 FEES _____
SUBDIVISION _____ HEARING DATE _____
ADDRESS OF PROPERTY 377 E Parade Grand Cir

REQUEST: for a permit to obtain a picnic
our property for A PFA Project that will
last from November '07 to May '08
for my daughter Shaysa Sterrett

OWNER Pam Sterrett PHONE 928 567-5387 FAX _____
ADDRESS 377 E Parade Grand Cir Camp Verde STATE AZ ZIP 86322
CONTACT PERSON _____

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

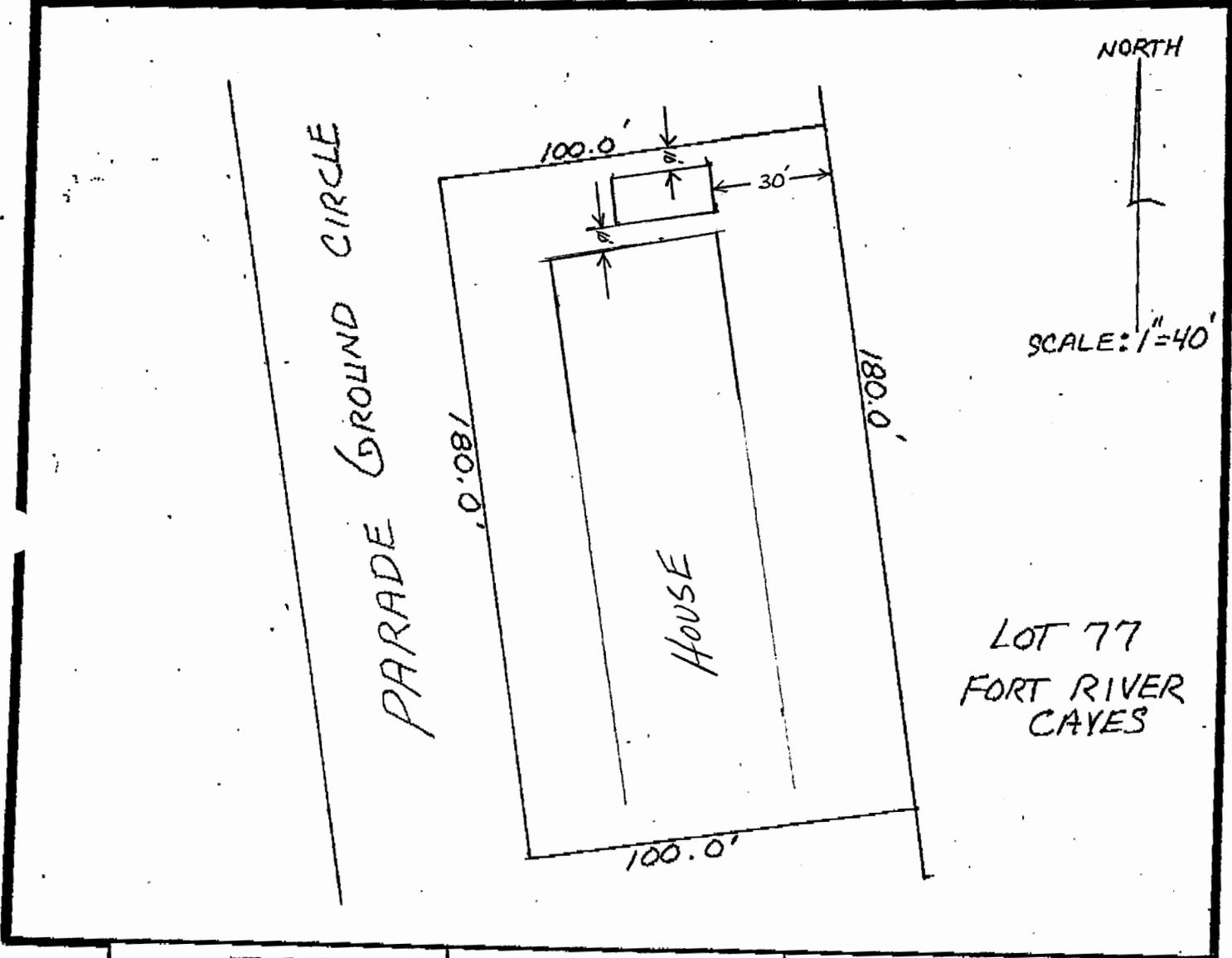
AGENT _____ PHONE _____ FAX _____
ADDRESS _____ CITY _____ STATE _____ ZIP _____
CONTACT PERSON _____

I hereby 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.
Signature of Applicant Pam Sterrett Date _____

567-5387
 Cell 274-0143

TOWN OF CAMP VERDE
COMMUNITY DEVELOPMENT DEPARTMENT
PLOT PLAN SKETCH

Show lot/parcel lines and dimensions, adjacent streets and alleys, front of property, driveway, location of all proposed and existing buildings including dimensions, all building setbacks and distances between buildings, location of septic tank and leach lines, locations of incoming water yard lines and meter, electric yard line and meter, gas lines and tanks, any terrain features that affect placements, location and dimensions of easements and any washes, creeks or ditches within 20 feet of the property.



PERMIT #	ASSESSOR'S PARCEL #	ADDRESS

I/we certify that the proposed construction will conform to the dimensions and uses shown and that no changes will be made without first obtaining approval. All structures (including fences, walls and pads, correct setback distances, legal access and easements, cuts, fills, drainage and any water course on or adjacent to the property within 20 feet of any proposed or existing structure has been indicated.



INDICATE NORTH

Scale: _____

Approved By: _____

Date: _____

Signature of Owner or Authorized Representative _____

Date _____

11-06-07P02:41 RCVD

TOWN OF CAMP VERDE
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING DIVISION

PERMISSION TO ENTER PROPERTY

Hearing Application Number _____ PARCEL NO: 40430170

DATE: _____ LEGAL DESCRIPTION: _____

NAME: Pam Sterrett

ADDRESS: 377 E Parade Grand Cir

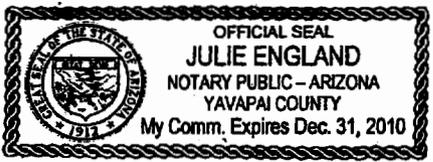
I the undersigned, hereby give permission to the Town of Camp Verde Community Development Department or Public Official, in the discharge of duties stated herein, and for good and probable cause, to enter the above described property to inspect same in connection with the application made under the terms of the adopted building codes and Planning and Zoning Ordinances of the Town of Camp Verde. Such investigation may be made to determine whether or not any portion of such property, building, grading or other structure is being placed, erected, maintained, constructed or used in violation of the Codes or Ordinances of the Town of Camp Verde or any other agencies that they have agreements with that pertain to the building, grading or placement of structures. Such entry shall be within 90 days of the date of my signature or within the active limitations of any permits issued to me by the Town of Camp Verde for building, grading, erecting, maintaining or constructing. 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.

Pam Sterrett _____ 10/12/07
Property owner signature Date

Agent for: _____
State of Arizona
Town of Camp Verde

On this 12th Day of October, 2007 before me, the undersigned
Notary Public, personally appeared Pam Sterrett
Who executed the forgoing instrument for the purpose therein contain.

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



Julie England
Notary
December 31, 2010
Date of Commission Expires

11-06-07P02:41 RCVD

DIRECTIONS TO PROPERTY

Assessor's Parcel Number 40430170

Applicants Name Pam Denrest

Property Address 377 E Parade Grand Cir

Directions To
Property

In the Community of
At River Caves, take Cliff House Drive
Straight down approximately 1 1/2 blocks
down take a left turn on At River
Caves, 2nd house on the left.

Camp Verde FFA Chapter

1326 Montezuma Castle Road
Camp Verde, Arizona 86322

11-06-07P02:41 RCVD

November 2, 2007

To whom it may Concern:

Shayna Sterrett is a current active member of the Camp Verde FFA Chapter. This letter is to assure the student has the power to purchase a Market Swine project in Camp Verde. If you have any questions or concerns please feel free to contact me at (928) 203-2659 or ccarter@cvusd.k12.az.us my email address.

Respectfully,



Cody S. Carter
FFA Advisor

December 2, 2007

12-05-07P04:41 RCVD

From:

Lupe & Carmen Trinidad

131 River Cave Road

Camp Verde AZ 86322

Concerning Pamala Sterrett Use Permit 2007-06 APN 404-30-170

377 E. Parade Ground Circle

in Fort River Caves subdivision

We reside within the 300' buffer zone around the Sterrett's property. We do not believe there should be any farm animals allowed in Fort River Caves. We already have subdivision regulations in place which state livestock is not permitted.

Please abide by the rules which are in existence. Do not allow any pigs to be kept on these small lots.

Thank you.

Lupe and Carmen Trinidad

Lupe Trinidad
Carmen M. Trinidad

11-06-07P02:41 RCVD

September 17, 2007

**RE: Sterrett Residence (APN 404-30-170)
377 E Parade Ground Circle
Camp Verde**

Dear Camp Verde Planning & Development/
Town Council Members;

This letter is in response to concerns I have had over the past few years with the Sterrett Residence (listed above).

I live directly behind and adjacent to the Sterretts. Both the Sterrett's and I have only 0.41 acre lots. They have kept many animals including pigs, goats and geese on their property without a use-permit. The square footage for our lots is very small since they are less than one-half of an acre in size.

The purpose of this letter is to express my objection to this fact. Not only are the animals a nuisance with regards to smell and noise, they are also forbidden. The CC & R's for our subdivision (Fort River Caves) expressly forbid the keeping of any livestock animals.

I believe the Sterrett's have recently gotten rid of some of these animals but continue to keep a pig on the premises during 4H swine seasons. I do not believe they have ever been issued a use-permit for their pig project.

Although I am not against 4H, I am against them keeping animals on their property which is in direct conflict with our CC & R's.

I understand that the Town is not in the business of enforcing any subdivisions CC & R's but I would like to take this opportunity to ask the P & D department to deny any use-permit (involving the keeping of farm animals) which the Sterrett's may apply for with regards to their property located in Fort River Caves subdivision.

Thank you for your time.

Respectfully submitted,



Jody A. Stone
128 River Cave Rd
Camp Verde AZ 86322

Cc: Bryon Middlebrook P.C.

Jody and Kimberly Stone
128 River Cave Road
Camp Verde AZ 86322

11-27-07A10:16 RCVD

November 23, 2007

To:
The Town of Camp Verde
Planning and Zoning Commission Members &
Town Council Members
473 S. Main Street Suite 102
Camp Verde AZ 86322

Re: Pamala Sterrett
Use Permit 2007-06
377 E. Parade Ground Circle
APN 404-30-170
Camp Verde AZ

We reside immediately behind and adjacent to the Sterrett's residence. For the past several years the Sterrett's have kept various farm animals on their property including pigs, goats and geese. The Sterrett's did this without a use permit. Although these animals have since been removed, they were, in our opinion, a nuisance and kept against the existing regulations for our Subdivision.

Not only was the noise and smell a nuisance, they placed these animals in small pens up against the property lines in direct conflict with the zoning regulations already in place. The pig was kept within a confined space less than 30 feet from our water well. The peace and quiet of our neighborhood was often disturbed by the constant noise of the geese and goats. More often than not, the pig feces were not cleaned up and the odor emanating from these pens overwhelmed us while trying to enjoy the outdoors in our own backyard. Please refer to the pictures of the pig pen attached herewith.

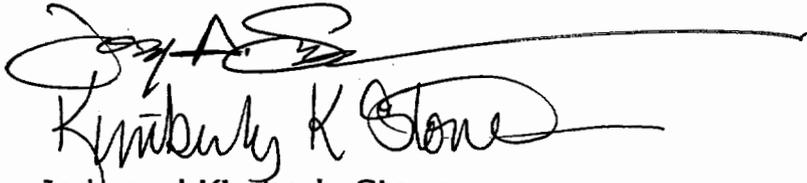
We believe these animals are a nuisance and they are also forbidden by the Declaration of Restrictions recorded with Yavapai County for our Fort River Caves Subdivision. This document (attached herewith) recorded at Book 712 of Official Records, Page 602 states in the Residential Area Covenants for Lots 23 through 104 (the Sterrett's reside on Lot 77) that "No livestock or poultry shall be permitted in said subdivision...". This document makes it clear that the keeping of farm animals is not allowed in our subdivision.

In conclusion, we ask that the Committee and Council Members abide by the existing Restrictions for this Subdivision and deny the Use Permit.

We do not wish to put up with the nuisance of farm animals any longer.

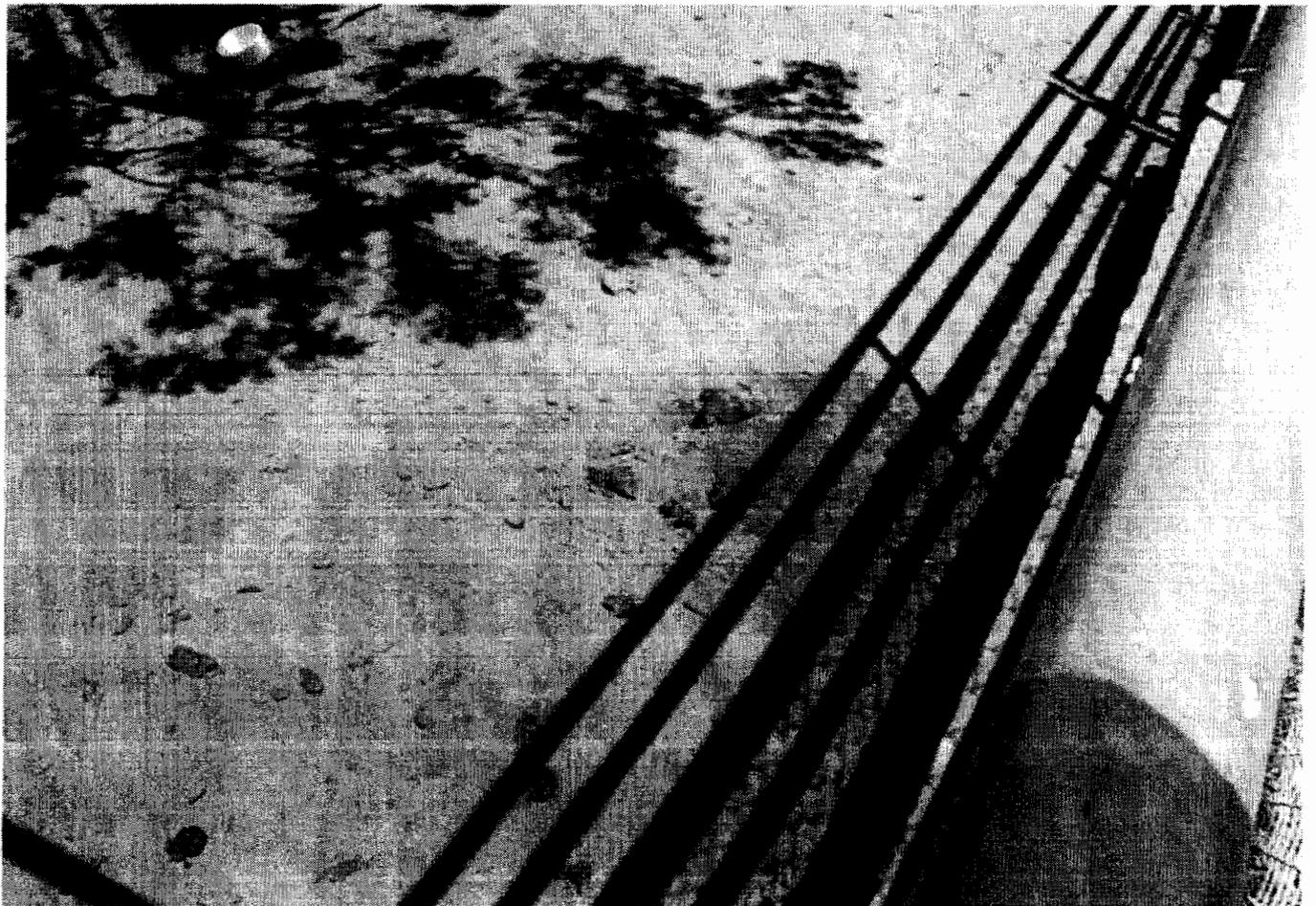
Thank you for the opportunity to respond to this problem.

Respectfully submitted;

A handwritten signature in black ink, appearing to read "Jody and Kimberly Stone". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Jody and Kimberly Stone

11-27-07A10:16 RCVD



11-27-07A10:16 RCVD

STATE OF ARIZONA, County of Yavapai—

457

I do hereby certify that the within instrument was filed and recorded at the request of Robert D. Williams
on January 6 A.D. 1972 at 7:15 o'clock P.M. Book 712 Official Records
Page that follows Records of Yavapai County, Arizona.

WITNESS my hand and official seal the day and year first above written.

NORMA R. MARSHALL, County Recorder

By Paul Blundy Deputy



DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That ARIZONA TITLE INSURANCE AND TRUST COMPANY, an Arizona corporation, AS TRUSTEE, being the owner of all of the following described premises, situated within the County of Yavapai, State of Arizona, to-wit:

Lots 1 through 102, One through One Hundred Two, inclusive, FORT RIVER CAVES, according to the plat of record in the office of the County Recorder of Yavapai County, State of Arizona, in Book 16 of Maps, Page 1

and desiring to establish the nature of the use and enjoyment of said property, hereby declares that the following covenants, conditions, restrictions, and reservations shall attach to the said real property and every parcel or lot thereof as herein-after provided and shall constitute covenants running with the land.

COMMERCIAL AREA COVENANTS:

1. Lots 1 through 22 inclusive shall be designated a C-2 District (commercial; general sales and service) in accordance with the planning and zoning ordinance of Yavapai County, Arizona, of record February 5, 1968. All buildings shall be devoted to selling retail trade or providing to the public except that used car lots shall not be allowed. The following restrictions shall also apply to these districts:

- a. Second hand merchandise sales prohibited, except antiques.
- b. Commercial use restricted to closed buildings except automobile service stations and parking lots.
- c. Noise broadcasting beyond buildings is prohibited.
- d. Wholesaling prohibited.
- e. Outside storage of materials or supplies prohibited.
- f. Any lighting must be so placed to reflect the light away from lots in residential districts.
- g. No automobile service station pump shall be located nearer than 12 feet to a street property line.

2. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or detriment to commercial development.

3. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at anytime as a residence either temporarily or permanently.

BOOK 712 PAGE 602

11-29-07A 10:16 REND

4. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept. Written permission must be first obtained from the developer if dogs, cats or other household pets are to be kept for commercial purposes.

5. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste, shall not be kept except in sanitary containers. Approved incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean, dry and sanitary condition. No outside rubbish burners shall be allowed. Individual owners must haul garbage off lots within a reasonable time or use a privately owned garbage pickup service which is available in the area.

6. No lot shall be used or maintained as a junk yard or for storing or merchandising of material classified as junk.

7. None of said lots shall be resubdivided into smaller lots nor conveyed or encumbered in less than the full original dimensions of such lots as shown by the recorded plat.

8. No building or improvement of any kind shall be erected, moved into, or maintained on the premises herein described until the design and location thereof have first been submitted to and approved by the developer, or upon relinquishment of all lots by said developer, then a committee elected by the owners of record of a majority of said lots one (1) through twenty-two (22) inclusive. In the event such a committee is not in existence, the design shall be in harmony with other buildings in the tract.

9. No advertising signs, for sale or for rent signs, billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on any of the lots unless written approval is first obtained from the developer, nor shall the premises be used in any way for any purpose which may endanger the health or unreasonably disturb the holder of any lots.

10. Main buildings and accessory buildings on a lot shall not occupy more than forty-five (45) percent of the total area of the lot, except where written approval is first obtained from the developer.

11. Under no circumstances shall any owner of any lot or parcel of land build or cause to be built, a fence eliminating access to the easements for utilities.

RESIDENTIAL AREA COVENANTS:

1. Lots 23 through 104 inclusive shall be designated an R-1-L, D-18 District (Residential; single family limited) in accordance with the planning and zoning ordinance of Yavapai County, Arizona, of record February 5, 1968. Also, the following restrictions shall apply to this district.

BOOK 712 PAGE 603

11-27-07A10:16 RCVD

2. The Grantee or Grantees under any conveyance, shall not at any time conduct, or permit to be conducted on said premises any trade or business of any description, nor shall said premises be used for any other purpose whatsoever except for the purpose of establishing a Water Development Company to serve the Fort River Caves Subdivision or for a single family dwelling unit. No real estate business or office or signs or other forms of advertising of a real estate business office or signs advertising the sale of other properties other than those described herein shall be placed or permitted on any of the lots unless written approval is first obtained from the developer.

3. No house, trailer, tent, shack, garage, barn or other out-buildings shall at any time be used as a residence, temporarily or permanently. No building or improvement of any kind shall be erected, moved into, or maintained on the premises herein described until the design and location thereof have first been submitted to and approved by the developer, or upon relinquishing of all lots by the developer, then by a committee elected by the owners of record of a majority of lots in said subdivision. In the event that such a committee is not in existence the design shall be in harmony with other dwellings in the tract. No dwelling shall be constructed with less than 1200 square feet of livable area. No galvanized metal roofing or siding shall be permitted on dwelling or outside buildings. No asphalt, composition, or plaster board siding shall be permitted on a surface of exterior walls. Exterior surface walls shall be of approved stone, masonry, frame, asbestos siding or building blocks. Interior walls with studs must be sealed. Chimney must have spark arrester vent cap.

4. Not more than one single family dwelling with garage or carport, and one guest house shall be built upon any one lot. A guest house as used in this protective restriction is defined as any small structure used exclusively for extending the lodging accommodations for the owner's family or guest, but not including a kitchen or cooking facilities.

5. No buildings or improvement of any kind shall be erected on any lot nearer than thirty (30) feet to the front line, nor nearer than ten (10) feet on the side lot line. Corner lots shall maintain a minimum setback of fifteen (15) feet on the side not used as the front.

6. No lots shall be resubdivided into building lots.

7. Pending availability of public sewers, sewage disposal shall be affected by means of individual septic tanks, the type of tank, its construction, locations on lot and tile disposal field shall be approved in writing by the said corporation. In addition, all septic tanks and disposal fields must be approved by the Yavapai County Department of Health. No cesspools or outside toilets shall be permitted.

11-27-01 M 10:19 RCN

8. No garbage shall be allowed to accumulate for any length of time on any lot. Owners must haul off lots or employ the services of a privately owned and operated pickup service available in the area.

9. No livestock or poultry shall be permitted in said subdivision, except poultry that may be reared as a personal pet shall be permitted providing such would not constitute a public nuisance and provided that written approval is first obtained from the developer.

10. No advertising signs, for sale or for rent signs, billboards, unsightly objects or nuisance shall be erected, placed or permitted to remain on any of the lots unless written approval is obtained from the developer, nor shall the premises be used in any way or for any purpose which may endanger the health or unreasonably disturb the holder of any lot.

11. Under no circumstances shall any owner of any lot or parcel of land build or cause to be built a fence eliminating access to the easements for utilities.

Developer herein shall mean and refer to TESORO DEVELOPMENT, INC., an Arizona corporation, its successors and assigns. Upon relinquishment of all lots by the developer, a committee elected by the owners of record of a majority of the lots in the applicable area, either commercial area or residential area, may then govern any approvals required of the developer within said area.

Wherever the term "owner" is used herein, such term shall include purchaser or purchasers under an agreement for sale or contract to purchase and beneficiary or beneficiaries of any trust owning or purchasing a parcel within said subdivision.

Invalidation of any one of the covenants, restrictions, reservations or conditions by judgment or court order shall in no wise affect the validity of any of the other provisions, and the same shall remain in full force and effect.

Failure to enforce any of the restrictions, rights, reservations, limitations contained herein shall not in any event be construed to be a waiver thereof. Upon the breach of any of said restrictions, anyone owning land in said subdivision may bring a proper action in a proper court to enjoin or restrain said violation, or to collect damages or other dues on account thereof, and the prevailing parties shall be entitled to recover reasonable attorney fees. The foregoing restrictions and covenants run with the land and shall be binding upon all persons owning any of said lots in FORT RIVER CAVES until December 31, 2000, at which time said covenants shall be extended for successive periods of ten years each. The commercial area covenants or the residential area covenants may be changed in whole or in part at any time by 50% of the owners of the lots in the applicable area (commercial or residential). Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any part thereof, each and all such restrictive covenants shall be valid and binding upon the respective grantees. Violations of any one or more of said covenants may be restrained by any court of competent jurisdiction and damages awarded against such

11-27-07 10:10:10
RUC

violator, provided, however, that a violation of the restrictive covenants, or any one or more of them, shall not affect the lien of a mortgage now of record or which may hereafter be placed of record upon said lots. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said ARIZONA TITLE INSURANCE AND TRUST COMPANY, as TRUSTEE, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signature of its duly authorized officer, this 23rd day of November, 1971.

ARIZONA TITLE INSURANCE AND TRUST COMPANY,
AS TRUSTEE

BY: Stanley Mathisen
Its Assistant Vice President

STATE OF ARIZONA)
) ss:
County of Maricopa)

Before me this 23rd day of November, 1971, personally appeared STANLEY MATHISEN, who acknowledged himself to be the Assistant Vice President of ARIZONA TITLE INSURANCE AND TRUST COMPANY, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as trustee, by himself as such officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Barbara Clayton
Notary Public

My commission expires:

July 30, 1975



11-27-07A10:19 RCAD

380 Cliffhouse Dr.

Camp Verde, Az.

11-15-07

11-19-07P03:10 RCVD

Planning & Zoning Committee

473 S Main St

Camp Verde, Az.

Dear Members:

I received a letter stating that someone on Parade Ground Circle has applied for a permit to raise a 4-H pig. While I am pro 4-H and have nothing against bacon, I do think common sense must reign.

The pen in which this pig will be raised is very small. It is near their neighbor's well, not a nice thought. I would be irritated to think I couldn't sit on my back porch because of the smell and it doesn't matter how clean you try to keep the pen, pig poop smells. To raise a pig on a lot less than ½ acre makes for unhappy neighbors.

I would appreciate it if you would not issue the permit. Please do not encourage pig farming in our small neighborhood.

Respectfully,

Leslie L. Fahy

Rolland Huff
P.O. Box 884
Camp Verde, AZ 86322
928-567-3487

11-19-07P01:04 RCVD
22 2- 10A12-159CEDL

To Whom It May Concern:

In regarding your letter of November 8, 2007, neither myself nor my wife, Patricia oppose the Sterretts having a pig on their property. We as many in Camp Verde support the FFA and their projects.

Sincerely



Rolland and Patricia Huff

Cc. Pam Sterrett

11-19-07A08:09 RCVD

November 19, 2007

I Jennie Chavez own property within 300' feet of Pam Sterrett. . I am unable to attend the meetings schedule for the Use Permit.

I think Shayna Sterrett should get her use permit for the FFA project pig. There has never been a problem with her having any animals she has had in the past.

A handwritten signature in cursive script that reads "Jennie Chavez". The signature is written in black ink and is positioned above the typed name and address.

Jennie Chavez
390 Parade Ground Circle
567-9423

Planning and Zoning

11-27-07 10:15 RCVD

First let us remind you that we live in the City of Camp Verde, not a farm area, a single family home subdivision!!

Have you ever taken into consideration how much of a $\frac{1}{2}$ acre our homes - garages - driveway - gardens - flower beds etc.

take up, and what do you have left?

We fear ones in the neighborhood are against any pig or farm animal being raised for any reason in Fort River Cave. If we open the door for her to raise this pig we are apt to end up with the same mess you have in the Buttrick Park area.

Victor and Josephine Meyer
198 So. River Cave Rd.

Town of Camp Verde
Planning & Development Committee
Town Council Members
473 S. Main Street
Camp Verde AZ 86322

11-27-07A10:15 RCVD

November 22, 2007

**Re: Use Permit 2007-06
Sterrett Residence
377 E. Parade Ground Circle
APN 404-30-170
Camp Verde AZ**

To Whom It May Concern;

We have received notice that the Sterrett's wish to apply for a Use Permit for the purpose of keeping a pig on their property. We reside within the 300' buffer zone around their property.

We wish to make it know that we do not approve of this. The lots in Fort River Caves are mostly under 0.5 acres in size which are not suitable for the keeping of farm animals. We also understand that our subdivision has Restrictions which clearly state the keeping of livestock is forbidden (copy included).

Again, we are not against 4H projects, we simply do not believe this area is appropriate for swine.

Thank you.

Donald & Kitty Elms
158 S. River Cave Road
Camp Verde AZ 86322

*Donald J. Elms
Mary K. Elms*

8. No garbage shall be allowed to accumulate for any length of time on any lot. Owners must haul off lots or employ the services of a privately owned and operated pickup service available in the area.

9. No livestock or poultry shall be permitted in said subdivision, except poultry that may be reared as a personal pet shall be permitted providing such would not constitute a public nuisance and provided that written approval is first obtained from the developer.

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Wherever the term "owner" is used herein, such term shall include purchaser or purchasers under an agreement for sale or contract to purchase and beneficiary or beneficiaries of any trust owning or purchasing a parcel within said subdivision.

Invalidation of any one of the covenants, restrictions, reservations or conditions by judgment or court order shall in no wise affect the validity of any of the other provisions, and the same shall remain in full force and effect.

Failure to enforce any of the restrictions, rights, reservations, limitations contained herein shall not in any event be construed to be a waiver thereof. Upon the breach of any of said restrictions, anyone owning land in said subdivision may bring a proper action in a proper court to enjoin or restrain said violation, or to collect damages or other dues on account thereof, and the prevailing parties shall be entitled to recover reasonable attorney fees. The foregoing restrictions and covenants run with the land and shall be binding upon all persons owning any of said lots in PORT RIVER CAVES until December 31, 2000, at which time said covenants shall be extended for successive periods of ten years each. The commercial area covenants or the residential area covenants may be changed in whole or in part at any time by 50% of the owners of the lots in the applicable area (commercial or residential). Deeds of conveyance of said property, or any part thereof, may contain the above restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, or any part thereof, each and all such restrictive covenants shall be valid and binding upon the respective grantees. Violations of any one or more of said covenants may be restrained by any court of competent jurisdiction and damages awarded against such

11-27-07 10:15 RCVD

Virginia Jones

From: "Dee Jenkins" <Dee.Jenkins@quintus-inc.com>
To: <towncouncil@cvaz.org>
Sent: Monday, November 26, 2007 10:42 AM
Subject: Swine Zoning

11-27-07A10:15 RCVD

Copied Council and Staff

To: Members of the Town Council of Camp Verde

Re: Swine Zoning

I am a property owner and wish to voice my concerns in regards to the issue of breeding and raising of swine. I participated in 4-H as a youngster and so did my son. It was a very worthwhile and rewarding experience. If necessary, allowances should be made for the kids 4-H project. As a homeowner, I would not want a pig farm as my neighbor. I have horses and clean the corrals twice a day. I also place several fly controlling receptacles in the barn area. Even with all this effort, flies abound several months in the year. I can only imagine the stench and abundance of flying pests surrounding a pig population of 10, 15 or more. So, I support the freedom to have swine, but I urge you to consider a practical solution to the number of swine. A sow and a litter each year seems fair to me for those areas allowing swine today.

Sincerely, Denise M Jenkins
Jordan Meadows, Camp Verde
November 25, 2007

This electronic transmission is strictly confidential to Quintus, Inc. and intended solely for the addressee. It may contain proprietary or trade secret information belonging to Quintus, Inc., which is covered by legal, professional, or other privilege, and may include technical, financial, customer, product and business information. Addressee will not disclose or divulge any such information to any person other than the responsible officers and authorized representatives of addressee. If you are not the intended addressee, or someone authorized by the intended addressee to receive transmissions on the behalf of the addressee, you must not retain, disclose in any form, copy or take any action in reliance on this transmission. If you have received this transmission in error, please notify us as soon as possible and destroy this message.

October 14, 2007

My name is Shayna Sterrett and I live at 377 E Parade Ground Cir. in Camp Verde Az. Every year for the past six years I have raised swine as an FFA project. This year the town is asking me to obtain a permit to have my pig within the city limits. In order to do this I have to have atleast 50% of my neighbors signatures to get this permit. I would like to let you know that I will be getting my pig next month, sometime in November. I will have her until the month of May when the county fair comes along. If you do not have a problem with this I am asking you to please sign my list so I can obtain my permit. Thank You Shayna Sterrett

1. *Ron Franklin*
370 E Parade Grd. circle
C.V. AZ 86032
2. *Jennie Chavez*
390 Parade Grd Circle
Camp Verde, Az 86322
3. *Lyndell Pullman*
357 PARADE Ground Cir
Camp Verde, AZ 86322
4. *Summer Bullard*
133 Soldier Dr
C.V., AZ 86322
5. *Matt Hunt*
250 Cliffhoxe Dr.

11-06-07P02:41 RCVD

6. Molly Glasstone
340 Parade Ground Cir
Camp Verde, AZ 86322
7. STEVEN HOCKADAY JR
347 E PARADE GROUND CIR
CAMP VERDE AZ, 86322
8. ~~RANDY ALZOTT~~
P53 201 Soldier Dr
CAMP VERDE, AZ
9. Merwin L. Ink
935 Soldier Rd
Camp Verde 86322
10. HAROLD CARMODY
300 CLIFF HOUSE DR.
CAMP VERDE 86322 172
11. Megan Whitney
380 Parade Gr. Cir.
Camp Verde, AZ 86322
12. Penny Cook / Tompkins Trust
173 Soldier Dr
Camp Verde, AZ 86322
13. SHIRLEY HAMMER
360 CLIFF HOUSE DR.
CAMP VERDE, AZ 86322
- 14.
- 15.

November 13, 2007

Memo

To: Mike Jenkins

From: Dallas Taylor,
Code Enforcement Officer
Town of Camp Verde

RE: Use Permit Application:
Pam Sterrett, 377 Parade Ground
Parcel #: 404-30-170

Mike, as per your request here is a brief synopsis of the Code Enforcement actions taken against Ms Sterrett in 2007.

Please be advised that I have no record of actions by the Town of Camp Verde prior to June of 2007, so I am unable to determine any long term evidence of non compliance.

In June of 2007 I was advised verbally of a potential setback violation on the above mentioned property. I inspected the property and found the animal pen in violation of side yard setbacks.

I advised the owner by registered mail of the violation. The owner moved the pen.

Thank you,

Dallas Taylor

STATE OF ARIZONA, County of Yavapai--st.

I do hereby certify that the within instrument was filed and recorded at the request of John D. Williams
on January 6 A.D. 1972 at 2:15 o'clock P. M. Book 712 Official Records

Page 62-606 (inc) Records of Yavapai County, Arizona.

WITNESS my hand and official seal the day and year first above written.

NORMA R. MARSHALL, County Recorder

By Paul Blundy Deputy



DECLARATION OF RESTRICTIONS

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BOOK 712 PAGE 602

11-29-07A10:16 REND

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11-27-00N10:19 RCND

PLAN SHEET

11-21-07A10:19 RCP

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11-27-07 10:10:10 P.M. R.C.A.C.

violator, provided, however, that a violation of the restrictive covenants, or any one or more of them, shall not affect the lien of a mortgage now of record or which may hereafter be placed of record upon said lots. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, said ARIZONA TITLE INSURANCE AND TRUST COMPANY, as TRUSTEE, has hereunto caused its corporate name to be signed and its corporate seal to be affixed and the same to be attested by the signature of its duly authorized officer, this 23rd day of November, 1971.

ARIZONA TITLE INSURANCE AND TRUST COMPANY,
AS TRUSTEE

By: Stanley Mathisen
Its Assistant Vice President

STATE OF ARIZONA)
) ss:
County of Maricopa)

Before me this 23rd day of November, 1971, personally appeared STANLEY MATHISEN, who acknowledged himself to be the Assistant Vice President of ARIZONA TITLE INSURANCE AND TRUST COMPANY, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation as trustee, by himself as such officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Barbara Clayton
Notary Public

My commission expires:

July 30, 1975



11-27-01N10:19 RCAD

**MINUTES
REGULAR SESSION
THE PLANNING AND ZONING COMMISSION
TOWN OF CAMP VERDE COUNCIL CHAMBERS
THURSDAY DECEMBER 6, 2007
6:30 PM**

DRAFT

Minutes are a summary of the actions taken. They are not verbatim.
Public input is placed after Commission 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**
Chairperson Freeman, Vice Chairperson Butner, Commissioners Hisrich, Parrish, Buchanan, German and Burnside were present.

Also Present: Community Development Director Nancy Buckel, Sr. Planner Mike Jenkins, and Recording Secretary Margaret Harper.
3. **Pledge of Allegiance**
The Pledge was led by Parrish.
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 Commission so requests.
 - a. **Approval of Minutes:**
November 1, 2007 – Regular Session
November 8, 2007 - Regular Session
 - b. **Set Next Meeting, Date and Time:**
December 13, 2007 – Regular SessionOn a motion by Butner, seconded by Parrish, the Consent Agenda was unanimously approved as presented.
5. **Call to the Public for Items not on the Agenda**
There was no public input
6. **Public Hearing Discussion and possible Recommendation on UP 2007-06 : to allow for one FFA pig on parcel 404-30-170 as submitted by Pam Sterrett for her daughter Shayna Sterrett, allowing for care, feeding and grooming of said pig from November 2007 to May 2008.**
On a motion by Burnside, seconded by Buchanan, the Commission voted 4-3 to recommend approval of UP 2007-06 to allow for one FFA pig on Parcel 404-30-170 as submitted by Pam Sterrett for her daughter Shayna Sterrett, allowing for care, feeding and grooming of said pig from November 2007 to May 2008, under the special uses, based upon the Special Use Permit being in conformity with any conditions, requirements or standards prescribed by the Town Code or Council, with the provision that the Council be aware that the approval is in violation of the subdivision's CC&Rs; with 'no' votes by Hisrich, Butner and German.

STAFF'S PRESENTATION

Sr. Planner Jenkins reviewed the background information regarding the subject request, including the zoning requirements and lot size that normally would not allow farm animals on the property, with the exception as set forth in Section 108D of the P&Z Ordinance that would allow a youth livestock project with an approved Use Permit. The Town Attorney has expressed the opinion that the requirement for a neighborhood meeting has been met by circulation and submission of a petition signed by individuals in the neighborhood. In response to the notification letters sent to property owners within 300 feet of the property, five were received in opposition and 15 in favor, including the signatures on the petition. Jenkins outlined the language in Section 108D that would allow the Town to grant a Use Permit, pointing out that although the Town does not enforce CC&Rs, the Commission nevertheless has the ability to consider such deed restrictions for a subdivision and utilize that in making a decision.

DRAFT

PUBLIC HEARING OPEN

Applicant's Statement

Pam Sterrett asked that the Commission consider her daughter's application, saying that there have been no problems in the past six years of her daughter raising animals on the property.

COMMENT FROM OTHER PERSONS

Brian Ritzenhaller, a resident of the neighborhood, questioned whether the law already permits the requested activity. *Chairperson Freeman and Director Buckel briefly discussed with the speaker the procedure for granting a Use Permit for a member of a recognized youth organization, and taking into consideration the language set forth in the CC&Rs in making the determination.*

APPLICANT'S REBUTTAL

There was no applicant's rebuttal.

PUBLIC HEARING CLOSED

Board Discussion

During the Commission discussion the members expressed opinions including a strong objection to violating a subdivision's CC&Rs, thereby interfering with those covenants and restrictions, by granting a Use Permit for a prohibited activity. That concern was countered by the desire to support the youth livestock activity by granting the Use Permit with the assurance that such permit contains conditions by which the activity would be strictly monitored and controlled. The conflict regarding the issue of CC&R's that impose restrictions on property owners in a particular subdivision that are then violated by a governmental action to allow a prohibited use was discussed at length. Buckel confirmed that the subject application is the first to go through the Use Permit process for this subdivision. However, it was understood that other livestock activities within the subdivision have been conducted from time to time.

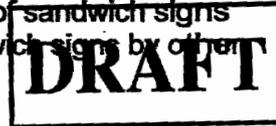
STAFF COMMENTS

Buckel advised the Commission that the matter will be heard by Council on December 19th, 2007.

- 7. Discussion on AMD 07-05: Amendment to Section 118.IVA to prohibit A-frame signs and Section 103 Definitions adding "A-Frame Sign".**
There was no action taken.

STAFF PRESENTATION

Director Buckel said that the agenda packets provided a first draft of proposed language prohibiting sandwich signs and adding the definition of sandwich signs which Buckel briefly reviewed. Examples of regulation of sandwich signs by other communities were also included.



PUBLIC INPUT

Perry Haddon, owner of a small book store on Main Street, explained how he perceives a need for and the benefit of having the sandwich signs in place for many of the Main Street businesses, and is in support of having the boards standardized and attractive in appearance. Mr. Haddon also expressed his concern regarding the height of the signs affecting traffic safety.

There was no further public input.

COMMISSION DISCUSSION

The members discussed at length the issue of allowing A-frame signs in the Town, agreeing on the need for the merchants to be able to attract customers to their businesses as well as the problems of controlling the hours they are displayed and concern about unsightly appearance. It was conceded that it would be well into the future before being able to follow through on the concept of construction of directional monuments. In the interim, suggestions and guidelines for regulation of A-frame signs were discussed, summarized as follows:

- Language setting forth the exemptions for, and definitions for use or limitations;
- Uniformity of signs, including design, color, appearance, height and size;
- Hours to be displayed;
- Identification of the responsible person to be provided on each sign;
- Number of signs to be allowed for each business;
- Placement of signs in the right-of-way and requiring specific locations;

Buckel said she will contact the Parks & Recreation Director for help in getting participation from more of the merchants for the next meeting; as well as input from the general public who are not business-oriented. Buckel will also request a report from the Town Engineer listing his safety concerns regarding the signs.

8. Discussion on the use of shipping containers as accessory buildings in Camp Verde.

There was no action taken.

Buckel explained that the issue of shipping containers had been raised previously; she referred to documentation in the agenda packets that included language from the existing ordinance that regulates accessory uses and structures. Buckel said that the Chief Building Inspector had concerns that center around safety, access and ventilation; it is possible to retrofit the containers to address those concerns. The discussion included the following suggestions, in summary:

- Concern about safety and unsightly appearance;
- Should blend in with existing buildings on property;
- Allow only if a principal use already exists on property;
- Adherence to setback requirements;

- Require retrofitting to conform with safety regulations;
- Control of compliance with regulations through a permitting process;
- Establish time period within which to retrofit containers already in place to conform with regulations;
- Develop precise criteria for guidance in administrative review including height, color, design, safety, location, setback, screening;

DRAFT

Buckel said that staff will put together a draft to set forth language in the Code under Accessory Uses that will include the suggestions for regulation of the shipping containers as summarized, and will bring the draft back to the Commission for review and further discussion.

9. Discussion regarding Section 108 A Nuisance regulation Ordinance
There was no action taken.

Buckel referred to the copies of the language from Section 108 that had been included in the agenda packets for reference.

Commissioner Burnside commented on the difficulty of enforcement regarding complaints of nuisances since the one paragraph is broad and subjective, making a nuisance hard to define. As for enforcement of a nuisance violation, Buckel said that the Town Attorney had recommended that all references to nuisances be put in the Town Code that would allow the Town to prosecute nuisances criminally under the Arizona Revised Statutes with enforcement through the Town Marshal. Buckel also pointed out the difficulties faced by the Code Enforcement Officer in providing evidence of nuisances. The members agreed that violations of the Code should be prosecuted on a criminal basis instead of civil, which has proven to be ineffective. It was suggested that before making any decision involving the Town Marshal, he should be consulted, and try to establish a working relationship with the Marshal's office. It could also be possible for the Code Enforcement Officer to work in concert with the Marshal's Office, with the Marshal issuing a criminal citation.

Buckel said that she will move forward to start discussions with the Marshal and the Town Attorney for guidance on how to draft a procedure, and then bring the draft back to the Commission for review.

10. Commission Informational Reports:
Burnside said he would like to have a discussion by February concerning the Town's position on CC&Rs;

Freeman commented on Buchanan being able to officially participate in tonight's meeting.

11. Staff Report
Buckel requested that the members confirm whether they will be attending the Town Christmas Party on December 15th, and to have patience with staff who have a heavy workload.

12. Adjournment
On a motion by Parrish, seconded by Buchanan, the meeting was adjourned at 8:36 p.m.

Dave Freeman, Chairperson

DRAFT

Planning & Zoning

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Planning & Zoning Commission of the Town of Camp Verde during the regular meeting of the Planning & Zoning Commission of Camp Verde, Arizona, held on the 6th day of December 2007. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2008.

Margaret Harper, Recording Secretary

D. **ANIMALS:** (Revised 4/26/2000)

1. **Livestock:** Any of the species listed on the Species Table below which are cared for by the property owner or occupant and are permitted on lots of one-half acre or larger according to the following Animal Point Chart.

ANIMAL POINT CHART

One-half acre through one acre:	24 ANIMAL POINTS
One acre plus through two acres:	48 ANIMAL POINTS
Over Two acres:	24 ANIMAL POINTS per additional acre

SPECIES

<u>SPECIES</u> (or associated types)	<u>POINTS PER ADULT ANIMAL</u>
Alpacas:	3 POINTS
Emus:	3 POINTS
Pygmy goats:	3 POINTS
Sheep, Goats:	4 POINTS
Llamas:	6 POINTS
Miniature horses, Ponies and Sicilian donkeys:	6 POINTS
Ostriches:	6 POINTS
Swine:	6 POINTS
Cattle:	12 POINTS
Domestic deer:	12 POINTS
Horses, Mules, and Donkeys:	12 POINTS

(If the property owner wants to increase the number of livestock on their property, they must have the total number of points required for that species)

2. **Exceptions:**
 - a. Animals under one year of age or not weaned; whichever comes first are not counted in the number of animals allowed.
 - b. Fowl (chickens, ducks, geese, turkeys and peacocks), Rabbits and Guinea pigs which are cared for by the property owner or occupant are limited by management, husbandry, fly and odor situations, not by numbers.

- c. Youth under the age of 21 may keep one livestock animal in conjunction with an approved stock-raising program (4-H, FAA and the like) only for the life of the program **regardless of the lot size** with the following stipulations:
- 1) Any youth raising livestock on a lot of less than one-half acre must obtain a Use Permit (for which all fees shall be waived) **AND** obtain the signatures of at least fifty percent (50%) of the property owners of parcels lying within 300 feet of the property.
 - 2) The projects shall be of a limited duration not exceeding seven (7) months in one calendar year, allowing for care, feeding and grooming of such animals to be shown and/or sold annually at such events such as the Verde Valley, Yavapai County and/or Arizona State Fair.
 - 3) In the instance that a prize-winning animal is to be entered into competition more than one time, an extension of the permit may be applied for, and after evaluation by the Community Development Department, conditionally extended.

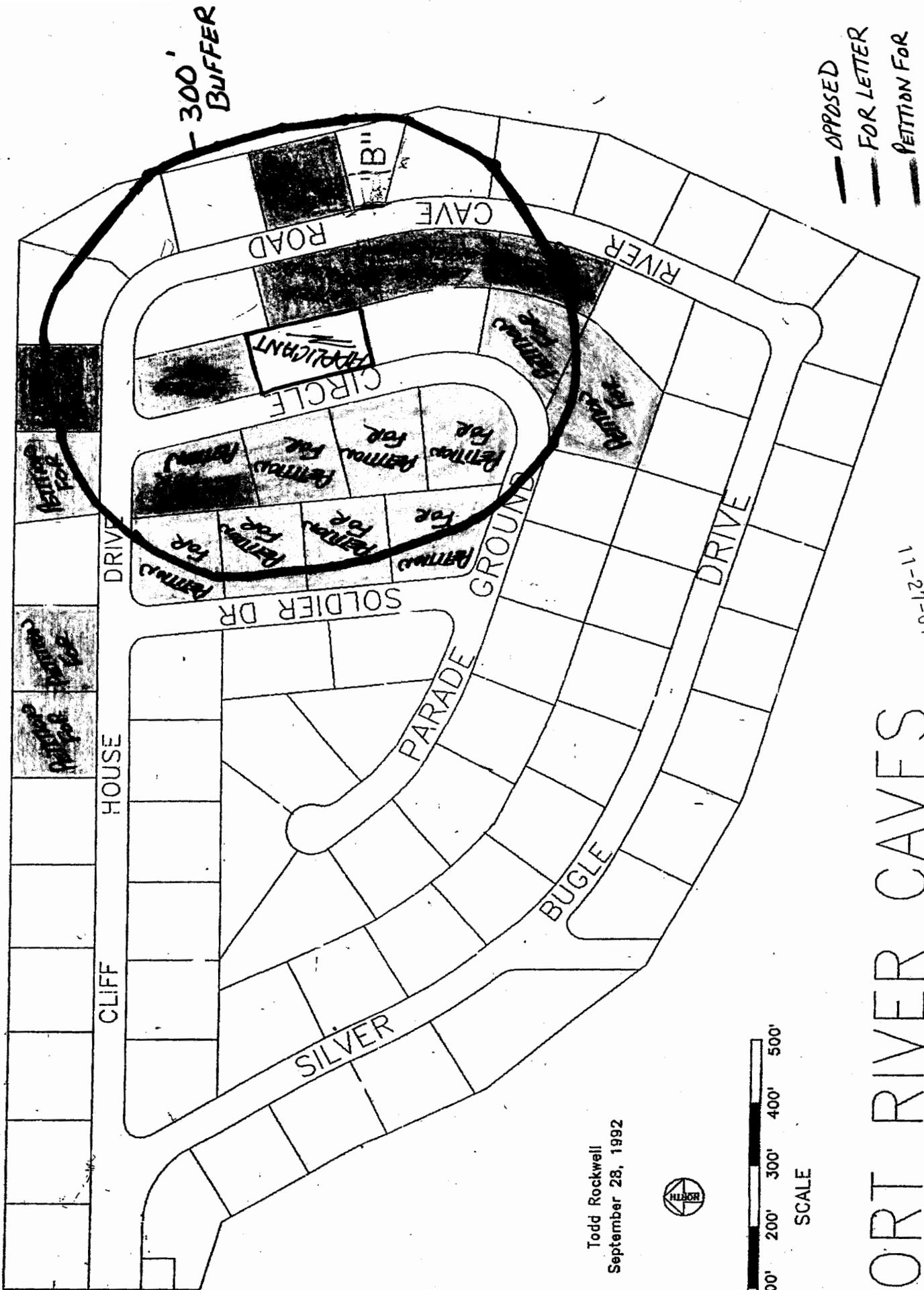
3. **Nuisance:** All structures and pens for animals shall be maintained in a clean and sightly manner so as not to be a nuisance to their neighbors.
- a. Where the keeping of such animals becomes a nuisance, the Zoning Inspector shall have the authority to require a reduction in the number and/or removal of the animals.
 - b. A ten-day grace period will be allowed for compliance with the Ordinance after a warning is given by the Enforcement Officer.
 - c. The Enforcement Officer has the authority to require immediate removal of the animals in question in exceptional cases.
 - d. The provisions of the Ordinance are not intended to authorize the keeping of animals, regardless of number, size or type, in a manner which constitutes a nuisance and which impairs the enjoyment or use of nearby properties or violates other legal restrictions the properties are subject to.

I. **USE-PERMITS:**

1. **Purpose:** Use Permits (UP) are provided 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.
2. **Uses Permitted:** Any use permitted under the specific terms of the UP and noted as (UP) in Section 109.
3. **Special Provisions:**
 - a. 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 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 or 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 right, conditional or otherwise.
 - e. To 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.** The Permittee must obtain building permits within six month 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.** Violation of the terms of the Use Permit or this Ordinance voids the Use Permit.
- h.** 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.** 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.** Within thirty (30) days of any change, permittees shall notify the Community Development Department of any changes.
- K.** 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.



— APPROVED
 — FOR LETTER
 — PETITION FOR

Todd Rockwell
September 28, 1992



SCALE

FORT RIVER CAVES

Book 16, Page 7

11-27-01A10:15

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

Meeting Type: Regular

Meeting Date: December 19, 2007

Submitting Department: P&Z

Contact Person: Nancy Buckel

Regular:

Requesting Action:

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

Acceptance/Approval

Final Plat

Rezoning

Public Hearing

Special/Temp Use Permit

Preliminary Plat

Special Consideration

Other:

Agenda Text : RESOLUTION 2007-737 OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ADOPTING FINAL PLAT 2007-03 FOR CIRCLE C RANCHES LOCATED ON PARCELS 403-21-007F, 403-21-007K & 403-21-007L CONSISTING OF 6 RESIDENTIAL LOTS ON APPROXIMATELY 12 ACRES. THIS PROJECT IS LOCATED AT THE END OF APACHE TRAIL AND ADJACENT TO THE NORTHERN BOUNDARY OF THE VERDE RIVER MEADOWS SUBDIVISION.

Purpose of Item and Background Information: T & M RANCHING & DEVELOPMENT, L.L.C., Managing Member, Thomas A. Coury, has requested the approval for the Final Plat of the Circle C Ranches Subdivision. Staff has completed their review for the FINAL PLAT and the On Site Improvement Plans for the development. On November 15, 2007, the Town Engineer authorized the Community Development Department to place this request for the Final Plat approval on the Town Council Agenda.

The Preliminary Plat for the Circle C Ranches Subdivision was approved by the Town Council on April 25, 2007 with the following stipulations:

1. A homeowners association is to be formed and maintenance of the drainage easements and Roadway is to be funded by the HOA. Documents to be submitted to the Town for approval Prior to the Final Plat approval.
2. The CC & Rs to include the restriction on no chain link fencing in the subdivision.

Both stipulations as presented above have been addressed in the CC&R's per staff review.

The Town Engineer, per the request of the Camp Verde Unified School District, required that dedication language be added to the Final Plat to allow for school bus access into the subdivision on the private roadway. This language was added to the Final Plat by the Surveyor of Record with the owner's approval.

Staff Recommendations: Based on the Town Engineer's review and approval, staff is recommending approval of the Final Plat.

List All Attachments as Follows: Resolution, Staff Report, Final Plat, CC&Rs, Town Engineer's comments and stipulation, ADWR Water Report.

Type(s) of Presentation: Verbal Only

Signatures of Submitting Staff:



RESOLUTION 2007- 737

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ADOPTING FINAL PLAT 2007-03 FOR CIRCLE C RANCHES LOCATED ON PARCELS 403-21-007F, 403-21-007K & 403-21-007L CONSISTING OF 6 RESIDENTIAL LOTS ON APPROXIMATELY 12 ACRES. THIS PROJECT IS LOCATED AT THE END OF APACHE TRAIL AND ADJACENT TO THE NORTHERN BOUNDARY OF THE VERDE RIVER MEADOWS SUBDIVISION.

WHEREAS, a request for a final plat (2007-03) approval was filed by T & M RANCHING AND DEVELOPMENT, L.L.C., MANAGING MEMBER, THOMAS A. COURY, Owners of parcels 403-21-007F, 403-21-007K & 403-21-007L , and

WHEREAS, a Preliminary plat was approved by the Common Council on April 25,2007 in public hearings that were advertised and posted according to state law, and

WHEREAS, the purpose of the Final Plat is to allow for the development of a residential subdivision and to subdivide approximately 12 acres into 6 residential lots, and

WHEREAS, the site construction improvement plans have been reviewed and approved by the Town Engineer, Ron Long and

WHEREAS, the proposed subdivision will not constitute a threat to the health, safety, or welfare to the general public and should be approved;

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE RESOLVE, TO ADOPT FINAL PLAT 2007-03 FOR CIRCLE C RANCHES.

PASSED AND APPROVED by a majority vote of the Town Council of Camp Verde, Arizona, this 19th day of December 2007.

Tony Gioia, Mayor

Date: _____

Approved as to Form:

Town Attorney

Attest: _____
Deborah Barber, Town Clerk

TCV Planning & Zoning

From: "Ron Long" <rlong@cvaz.org>
To: <mjenkins@cvaz.org>
Sent: Thursday, November 15, 2007 3:47 PM
Subject: Circle C Ranches

Mike, I approve the Plat for the Circle C Ranches to go to council with the addition of language that permits access to the CVUSE School buses. Thanks

CASE NO. 2007-44

PROJECT NO. FP 2007-03

TOWN OF CAMP VERDE
 COMMUNITY DEVELOPMENT DEPARTMENT
 473 S. MAIN STREET, SUITE 108
 CAMP VERDE, ARIZONA 86322
 (928) 567-8513 • FAX (928) 567-7401
SUBDIVISION PLAT APPLICATION

10 13 TORI:--SSSEDL
 10-32-07A03:38 ROVD

<p>REQUEST:</p> <p>PRELIMINARY PLAT _____</p> <p>FINAL PLAT _____ <u>X</u></p> <p>CONCEPTUAL PLAN _____</p> <p>AMENDED PLAT _____</p> <p>RESUBDIVISION _____</p> <p>REVERSION TO ACREAGE _____</p> <p>SUBDIVISION NAME <u>Circle C Ranches</u></p> <p>TRACT _____</p>	<p>APPLICATION DATE _____ <u>403-21-007F</u></p> <p>ASSESSOR'S PARCEL NO. <u>403-21-007K</u></p> <p><u>403-21-007L</u></p> <p>PRESENT ZONING <u>R1-70</u></p> <p>TAKEN BY _____</p> <p>FEES _____</p> <p>HEARING DATE _____</p>
--	--

T & M Ranching & Development LLC

OWNER/DEVELOPER _____ PHONE 480-325-8100 FAX 480-325-6520

ADDRESS P O Box 20850 CITY Mesa STATE AZ ZIP 85277-

CONTACT PERSON Tom Coury

ENGINEER Turner Engineering Inc PHONE 928-779-1814 FAX 928-774-3089

ADDRESS 528 W Aspen Ave CITY Flagstaff STATE AZ ZIP 86001

CONTACT PERSON Paul Turner

PROPOSED LAND USE	NET ACREAGE (SQ FT.)	NO. LOTS OR TRACTS	MINIMUM LOT SIZE	MINIMUM LOT WIDTH	OTHER
SINGLE FAMILY	12	6			
MULTIPLE FAMILY					
MANUFACTURED HOME					
COMMERCIAL					
INDUSTRIAL					

RESIDENTIAL DENSITY (SEE REVERSE SIDE) _____ LINEAR FT OF STREETS _____

10-02-07A09:58 RCVD

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.cvgz.org>

Circle C Ranches
Special Power of Attorney
Authorization for Permit Application

Parcel Number: _____

Date: Sep 24 '07

Owner: T & M Ranching & Development LLC

Address: P O Box 20850 Mesa AZ 85277-0850

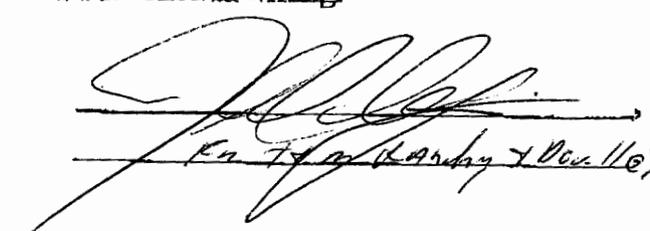
Phone: () 480-325-8100

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 Paul Turner
_____, whose address is: 528 W Aspen Ave Flagstaff AZ 86001

as agent to file the permit applications and related documents with the Town of Camp Verde, with such authority to continue to 9-24, 2008, or the application process is complete, whichever is later, or as may be earlier revoked in writing.



Paul Turner, Owners (s)

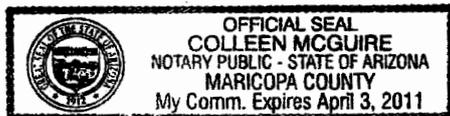
State of Arizona

County of Maricopa, SS.

The foregoing special power of attorney for construction and zoning permit application was acknowledged before me this 24 day of September, 2007, by Thomas A Conky Sr, who is/are personally known by me or have produced identification.

Colleen McGuire, Notary Public

My Commission Expires:



TOWN OF CAMP VERDE
COMMUNITY DEVELOPMENT DEPARTMENT
BUILDING DIVISION

PERMISSION TO ENTER PROPERTY

Hearing Application Number _____ PARCEL NO: _____

DATE: Sep 24 '07 LEGAL DESCRIPTION: Circle C Ranches

NAME: T & M Ranching & Development LLC

ADDRESS: P O Box 20850 Mesa AZ 85277-0850

I the undersigned, hereby give permission to the Town of Camp Verde Community Development Department or Public Official, in the discharge of duties 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 adopted building codes and Planning and Zoning Ordinances of the Town of Camp Verde. Such investigation may be made to determine whether or not any portion of such property, building, grading or other structure is being placed, erected, maintained, constructed or used in violation of the Codes or Ordinances of the Town of Camp Verde or any other agencies that they have agreements with that pertain to the building, grading or placement of structures. Such entry shall be within 90 days of the date of my signature or within the active limitations of any permits issued to me by the Town of Camp Verde for building, grading, erecting, maintaining or constructing. 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.

[Signature]
Property owner signature

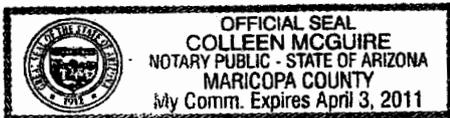
9/24/07
Date

Agent for: T & M Ranching & Development LLC
State of Arizona
Town of Camp Verde

On this 24 Day of September, 2007 before me, the undersigned Notary Public, personally appeared Thomas A. Cowan Sr Who executed the forgoing instrument for the purpose therein contain.

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

Colleen McGuire
Notary



April 3, 2011
Date of Commission Expires

10-02-07A09:38 RCVD

DIRECTIONS TO PROPERTY

ASSESSOR'S PARCEL NUMBER: 403-21-007F / 403-21-007L / 403-21-007K

APPLICANT'S NAME: T & M Ranching & Development LLC

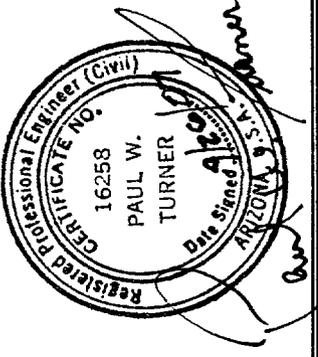
PROPERTY ADDRESS: Apache Trail

DIRECTIONS TO PROPERTY: _____

_____ west end of Apache Trail

_____ west of Montezuma Castle Hwy

**CIRCLE C RANCHES
INFRASTRUCTURE
TURNER ENGINEERING, INC. PROJECT NUMBER 12006**



OPINION OF PROBABLE COST

ITEM NO.	DESCRIPTION	APPROX. QUANT.	UNIT	UNIT PRICE		AMOUNT IN FIGURES
				IN WORDS	IN FIGURES	
1	DEMOLITION	1	LS		\$5,000.00	\$5,000.00
2	3" A.C. ON 8" A.B.C.	1635	SY		\$35.00	\$57,225.00
3	SAWCUT TACK COAT MATCH	26	LF		\$5.00	\$130.00
4	DETENTION BASIN HEADWALL POND "A"	816	SF		\$70.00	\$57,120.00
5	DETENTION BASIN HEADWALL POND "B"	1068	SF		\$70.00	\$74,760.00
6	12" THICK STONE RIPRAP	550	LF		\$6.50	\$3,575.00
7	PERCOLATION TRENCHES	900	LF		\$11.00	\$9,900.00
8	4-2" DB120 CONDUITS	450	LF		\$25.00	\$11,250.00
9	6" PVC IRRIGATION PIPE	569	LF		\$35.00	\$19,915.00
10	CATCH BASIN MAG 537	3	EA		\$4,000.00	\$12,000.00
11	IRRIGATION SLEEVES	62	LF		\$45.00	\$2,790.00
12	8" DIAMETER SEDIMENT WADDLES	400	LF		\$4.00	\$1,600.00
13	STORM WATER POLLUTION PLAN	1	LS		\$5,000.00	\$5,000.00
14	EROSION CONTROL BLANKET	2664	SF		\$2.50	\$6,660.00
15	EARTHWORK CUT	1601	CY		\$8.00	\$12,808.00
16	EARTHWORK FILL	615	CY		\$10.00	\$6,150.00
	TOTAL					\$285,883.00

ARIZONA DEPARTMENT OF WATER RESOURCES

Office of Assured and Adequate Water Supply

3550 North Central Avenue, Phoenix, Arizona 85012

Telephone 602 771-8500

Fax 602 771-8689



Janet Napolitano
Governor

Herbert R. Guenther
Director

May 31, 2007

Mr. Roy Tanney
Arizona Department of Real Estate
2910 N. 44th Street
Phoenix, Arizona 85018

Water Report #53-700321.0000
Subdivision Name: Circle C Ranch
Owner: Tom Coury and Mary Coury
Number of lots: 6
County: Yavapai
Township 14 North, Range 4 East, Section 24

Water provided by: Dry lot, individual wells
Water Type: Groundwater
Current water depth: No Information provided
Estimated 100-year depth: No Information provided
Current decline rate: No Information provided
Basin: Verde Valley

Dear Mr. Tanney:

Pursuant to A.R.S. § 45-108, the Department of Water Resources has reviewed the available information pertaining to the water supply for the above-referenced subdivision. This letter constitutes the Department's report on the subdivisions water supply as required by A.R.S. § 45-108(A).

Adequacy of the 100-year water supply was reviewed by the Department with regard to physical, legal and continuous availability, water quality, and financial capability. No information has been provided to the Department that indicates that the applicant has satisfied the adequate water supply requirements as set forth in A.A.C. R12-15-701 *et seq.* Therefore, the Department of Water Resources finds the water supply to be inadequate to meet the subdivision's projected needs.

Pursuant to A.R.S. §32-2181(F) a summary of the Department's report for those with an inadequate water supply be included in all promotional material and contracts for sale of lots in the subdivisions. We suggest the following synopsis:

"Circle C Ranch subdivision is being served groundwater by individual wells. The developer has chosen not to demonstrate a 100-year adequate water supply. The applicant has not demonstrated that the criteria for physical, legal and continuous availability, water quality, and financial capability have been met. Therefore the Department must find the water supply to be inadequate. For additional information please contact Richard Obenshain, of the Office of Assured and Adequate Water Supply at (602) 771-8585."

The developer, pursuant to A.R.S. §32-2181(F), may suggest a different summary of this report, but it must contain the above elements and/or the Department's findings.

Pg. 2
May 31, 2007
Water Report
Circle C Ranch subdivision

This letter is being forwarded to your office as required by A.R.S. § 45-108. This law requires the developer to hold the recordation of the subdivision's plat until receipt of the Department's report on the subdivision's water supply. By copy of this report, the Yavapai County Recorder is being officially notified of the developer's compliance with the law.

Sincerely,



Sandra Fabritz-Whitney
Assistant Director
Water Management Division

cc: Yavapai County Planning and Zoning
Yavapai County Recorder
Jack Gilcrest
Richard Obenshain, Office of Assured and Adequate Water Supply

10-32-07A10:18 RCVD

**DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS**

FOR

CIRCLE C RANCHES

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CIRCLE C RANCHES

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EXHIBIT A – Legal Description

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CIRCLE C RANCHES

This Declaration of Covenants, Conditions and Restrictions for Circle C Ranches ("Declaration") is made and entered into as of this ___ day of _____, 2007 by T & M Ranching & Development L.L.C. an Arizona Limited Liability Company ("Declarant").

RECITALS

The Declarant is the owner of that real property situated within Yavapai County, Arizona, legally described on Exhibit A attached hereto (the "Property").

It is the desire and intention of Declarant to impose upon the Property mutually beneficial covenants, conditions, restrictions and easements to establish a flexible and reasonable procedure for the overall development, administration, maintenance, use, and preservation of the Property. Declarant intends for this Declaration to create equitable servitudes and covenants appurtenant to and running with the Property and which will be binding upon all future Owners of all or any portion of the Property and any other Person acquiring any right, title or interest in or to all or any portion of the Property.

The Circle C Ranches Homeowners Association ("Association") shall be a nonprofit Arizona corporation charged with the duties and vested with the powers prescribed by law and set forth in the Circle C Ranches Articles of Incorporation ("Articles"), the Circle C Ranches Bylaws ("Bylaws"), the Association Rules, and this Declaration, collectively referred to as the Association Documents. In the event of any conflict or inconsistency between this Declaration and the Circle C Ranches Articles, Bylaws, or Association Rules, this Declaration shall control.

The Declarant hereby declares that all of the Property is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved in whole or in part subject to this Declaration, as amended or modified from time to time.

DECLARATION

The following Covenants, Conditions and Restrictions shall apply to all of the land described above.

ARTICLE I Permitted Uses and Restrictions

1.1 Single Family Residential Use.

Each Lot may be used only for residential purposes only. No structure whatever, other than a Residence, private garage, guest house or servants quarters and other outbuildings, as approved by the Architectural Control Committee ("Committee"), shall be erected, placed or permitted to remain on any Lot. No business or commercial building may be erected on any Lot or Tract; and no business or commercial enterprise or other non-residential use may be conducted on any part thereof, except in accordance with the provisions of Section 1.19, Home Business Use.

All agricultural related activities shall be considered accessory to an established residence. The raising of agricultural crop for personal use is allowed; all commercial agricultural use is prohibited. No noxious or offensive crops or weeds are permitted. All agricultural use shall be performed in accordance with good farmer like practices.

1.2 Rental of Lots.

No Owner may lease less than his entire Lot and the Residence situated thereon. All leases must be in writing and must provide that the terms of the lease are subject in all respect to the provisions of the Association Documents and that any violation of the Association Documents by the Lessee or the other Occupants shall be a default under the lease. There shall be no subleasing of the Residence or assignments of leases.

Any Owner who leases his Lot and the Residence situated thereon must provide the Lessee with copies of this Declaration and the Association Rules. Any lease of a Lot and Residence situated thereon must be for an initial term of at least six (6) months. The Owner shall be liable for any violation of the Association Documents by the Lessees or other Occupants residing in the Residence and their guest or invitees and, in the event of any such violation, the Owner, upon demand of the Association, shall immediately take all necessary actions to correct any such violations

No Lot and Residence situated thereon shall be subjected to or used for any timesharing, cooperative, weekly, monthly or any other type of revolving or periodic occupancy by multiple owners, cooperators, licensees or timesharing participants.

1.3 Use of Common Area by Guests and Invitees.

Guests and invitees of Owners shall have and enjoy access to the Common Areas (Tracts A & B) maintained by the Association on the same terms and conditions as Owners.

1.4 Minimum Livable Areas.

Any Residence constructed shall contain a minimum of 2,000 square feet of livable area and shall not exceed two (2) stories in height. The minimum square footage includes the walls of the house, but is exclusive of open porches, breezeways, pergolas, courtyards, attached garages or any similar extension or projection. All structures shall be of new material and no buildings shall be moved from any other location onto any Lot.

1.5 Prefabricated Buildings

No prefabricated building or other structure of any nature whatsoever, permanent or temporary shall be moved or placed upon, or assembled or otherwise maintained on any Lot or Tract, provided, however that a temporary office, trailer office, tool shed and/or office may be used by the Declarant if it is removed at completion of construction or selling of the Residence for which it was maintained whichever is later.

1.6 Setback Requirements.

All buildings on any Lot shall be located within the building setback lines as shown on the Plat. Notwithstanding the above, minimum setbacks shall conform to the ordinances as established by the Town of Camp Verde.

1.7 Fences.

All Owners shall construct an open rail fence along all property lines of the Lot. In the event a Lot is encumbered by an easement, the fence shall be constructed at the property line. The brand, quality and type of rail fence shall be as prescribed by the Committee. The installation of the fence must be completed prior to the occupancy of the primary Residence. The cost of the fence shall be shared equally between adjoining Owners. If the fence is installed at the sole expense of one Owner, the adjacent Owners, when presented with an invoice for installation, shall reimburse the Owner who originally installed the fence, for half of the cost along the shared property line.

Chain link fencing is prohibited.

Any other fencing for the purpose of retaining plants or screening equipment shall be unobtrusively placed on the side of the fence. Modifications to an existing fence shall be approved by the Association prior to alteration.

← OK THIS WAS PLAT PRELIM REQUIREMENT

1.8 Drainage Easements and Features.

No Owner shall erect, construct, maintain, permit or allow any fence or other improvement or other obstruction which would interrupt the normal drainage of the land or within any area designated on the Plat, or other binding document, as a "drainage easement" or similar designation.

1.9 Animals.

No swine, cattle, goats, sheep, guinea fowl, fighting chickens, nor wild animals of any kind are permitted. Livestock or poultry shall be maintained only for the personal use and enjoyment of the Owner or Occupant of the Lot. The breeding and raising of livestock or poultry for commercial purposes shall not be permitted, except as an individual, bona fide project of a 4-H or similar organization. All livestock and poultry shall be maintained so as to avoid creation of a hazard or nuisance to other Owners and/or Lots in the subdivision.

Animals such as dogs, cats and rabbits may be kept as house pets provided that they are not kept, bred or maintained for any commercial purposes. All dogs, cats or other pets permitted under this Section shall be confined to the Owner's Lot, except that a dog may be permitted leave an Owner's Lot if such dog is at all times kept on a leash not to exceed six feet (6') in length and is not permitted to enter upon any other Lot.

Any animal feces deposited on the Common Area or Lots shall immediately be removed. The Board may, at their sole discretion, restrict the portions of the Common Area on which dogs are permitted. No animal shall be allowed to make an unreasonable amount of noise, become a nuisance or pose a threat to the safety of the Owners or Occupants. Upon the written request of any Owner or Occupant, the Board shall conclusively determine, in its sole and absolute discretion, whether, for the purposes of this Section, a particular animal is making an unreasonable amount of noise, has become a nuisance or poses a threat to the safety of the Owners or Occupants. If the Board determines that the animal in question constitutes a nuisance, is making an unreasonable amount of noise or poses a threat to the safety of the Owners or Occupants, the Board, in addition to any other remedies available to the Association under the Association Documents or at law or in equity, may require the animal to be removed from the Lot.

1.10 Garbage and Refuse Disposal.

All garbage and trash shall be kept in covered containers and stored within the garage or other screened area, as approved by the Committee, until the scheduled collection day by the private refuse company. No garbage or trash shall be kept, maintained or contained on any Lot or Tract so as to be Visible From Neighboring Property. No incinerators shall be kept or maintained in any Lot or Tract. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot or Tract. No outdoor burning of trash shall be permitted on any Lot.

1.11 Nuisance.

No Owner or Occupant shall permit or allow anything to be done or kept about or within his Lot, or on or about the Property, which will obstruct or interfere with the rights of other Owners, Occupants or other individuals having the right to use and enjoy the Common Areas or Lots, or annoy them by unreasonable noises, unsightliness or otherwise, nor will any Owner or Occupant commit or permit any nuisance or commit or permit any illegal act therein. Each Owner and Occupant shall comply with the Association Rules, and the requirements of all health authorities and other governmental authorities having jurisdiction over the Property.

1.12 Utility Service.

No lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, shall be erected, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables installed and maintained underground or concealed in, under or on buildings or other structures approved by the Association. No provision of this Declaration shall be deemed to forbid the erection of temporary power or telephone structures incident to the construction of buildings or structures approved by the Association.

1.13 Abandoned or inoperable vehicles.

No abandoned or inoperable vehicle, of any type, shall be stored or kept on any Lot, Tract, or Private Road except within an enclosed garage.

1.14 Vehicles.

Except as specifically permitted by the Association Rules,

- (a) No boats, trailers, buses, motor homes, campers or other vehicles shall be parked or stored in or upon the Common Areas or upon a Lot or Tract except within an enclosed garage;
- (b) No vehicle shall be repaired or rebuilt in any Lot, Tract, or Private Road or upon the Common Areas; and,
- (c) Temporary vehicle parking by Owners, Occupants, their guests and invitees may occur on the Private Road, provided that no traffic hazard is created by said parking and that no vehicle shall remain parked for more than 24 hours. The Board may remove, or cause to be removed, any unauthorized vehicle at the expense of the owner of the vehicle in any manner consistent with law.
- (d) Vehicles with a gross vehicular weight of 24,000 lbs. or greater are prohibited upon the Private Road and Owner driveways unless the vehicle is employed in the temporary task of making deliveries or pick-ups of items at the direction of the Owner. No such vehicles shall be parked overnight on any Private Road.
- (e) All unlicensed motor vehicles are prohibited on the Private Roads.

1.15 Garages and Driveways.

No garage shall be converted to living spaces or altered or used for purposes which would prevent the use of the garage for the parking of the number of vehicles for which it was designed, unless another garage is constructed as part of an expansion or remodel of the Residence. The interior of all garages shall be maintained in a neat, clean and sightly condition. Garage doors must be closed at all times except when motor vehicles are being moved in or out of the garage.

1.16 Rooftop HVAC Equipment.

No heating, ventilating, air conditioning or evaporative cooling units or equipment related thereto may be mounted, installed or maintained on the roof of any Residence.

1.17 Home Business Use.

An Owner or Occupant of a Lot may conduct a business activity within a Residence so long as:

- a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the dwelling unit;
- b) the business activity conforms to all applicable zoning ordinances or requirements for the Property and Lots;
- c) the business activity does not involve Persons coming onto the Lot, increase of traffic to the Property, or the door-to-door solicitation of Owners or Occupants on the Property; and
- d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten security or safety to Owners or Occupants, as may be determined from time to time in the sole discretion of the Board. The business activity must also not violate any applicable governmental regulations.

1.18 Signs.

No sign of any kind shall be Visible From Neighboring Property without the approval of the Association, except:

- (a) signs used by Declarant or any related party in connection with the development or sale of Lots;
- (b) signs required by legal proceedings, or the prohibition of which is precluded by law;
- (c) signs required for traffic control and regulation of Common Areas, or
- (d) any "For Sale" sign (realtor or owner), sized not to exceed twenty four (24) inches by thirty (30) inches. The provision of this Section 1.20 (d) shall only be permitted when the Declarant

no longer retains any Class B Membership, as defined in Section 4.4.

No advertising signs, billboards, or other unsightly objects shall be erected, placed or permitted to remain on any Lot.

1.19 Lights.

The installation of exterior and/or landscaping lighting on a Lot shall conform to the specifications outlined in the Guidelines and shall review and approval by the Committee. No spotlights, floodlights or other lighting shall be placed or utilized upon any Lot or Tract which in any manner will allow light to be directed or reflected on the Common Areas, or any part thereof, or any other Lot or Tract, except as may be expressly permitted by the Association Rules. Notwithstanding the foregoing, all exterior lighting shall also be subject to the requirements and limitations established or required by the Yavapai County.

1.20 Antennas.

Subject to the provisions of any applicable law from time to time, no satellite dishes, radio, television, or other antennas of any kind or nature, or device for the reception or transmission of radio, microwave or other similar signals, shall be placed or maintained upon any Lot or Tract except as may be approved by the Association.

1.21 Solar Collectors

The installation or use of a solar energy device, as defined in Arizona Revised Statutes 44-1761, is permitted subject to review and approval by the Architectural Review Committee. The Association may adopt reasonable rules regarding the placement of a solar energy device provided such rules do not impair the functioning of the device or restrict its use or adversely affect the cost or efficiency of the device.

1.22 Fires.

Other than barbecues, in properly constructed barbecue pits or grills, and firepits in compliance with the Association Rules, or as otherwise expressly permitted in the Association Rules, no open fires shall be permitted on the Lots or Tracts, nor shall any other similar activity or condition be permitted which would tend to increase the insurance rates for the Common Areas and Lots.

1.23 Protective Screening.

All equipment, propane tanks, service yards, wood piles, and storage areas shall be kept screened by adequate planting or approved fencing so as not to be Visible From Neighboring Property. All such screening or fencing shall be submitted for review and approval by the Committee.

No portion of any Lot or Tract shall be used as a drying or hanging area for laundry of any kind. All laundry facilities shall be provided within the buildings to be constructed on each Lot.

1.24 Basketball Goals and Backboards.

No basketball goal or backboard shall be attached to a Residence or located, as a freestanding pole, on the Lot or Tracts, unless approved, in writing, by the Committee.

1.25 Flags.

The outdoor display of flags, as identified in ARS §33-1808, is permitted provided that they are installed in accordance with the federal flag code, the Association Documents, and with the written approval of the Association for the location, size and height of any flags and corresponding flagpoles.

1.26 Playground Equipment.

No jungle gyms, swing sets or similar playground equipment which would be Visible From Neighboring Property shall be erected or installed on any Lot without the prior written approval of the Committee.

1.27 Use of Lots and Tracts.

An Owner shall be responsible for assuring compliance by any Occupants of his Lot with all of the provisions of the Association Documents, all as amended and supplemented from time to time, and shall be jointly and severally responsible for any violations of the Association Documents by the Occupant.

1.28 Entrance Gates.

An entrance gate may be constructed at the entrance to the Property in order to monitor access to the Property and limit access to the Owners, Occupants, and other Persons who are entitled to access to the Property pursuant to the Association Documents or the policies and procedures adopted by the Board. Each Owner or Occupant acknowledges and agrees for themselves and their families and guests that:

- (a) The entrance gate does not guarantee the safety or security of any Owner or Occupant or their respective families and guests;
- (b) The entrance gate does not and will not guarantee that any unauthorized person will not gain access to the Property;
- (c) The Association and its directors, officers, agents and employees do not represent or warrant that the entrance gate may not be compromised or circumvented or that the entrance gate will prevent death or injury by criminal act or prevent the loss of or damage to property by burglary, theft or other criminal act; and
- (d) The entrance gate may be changed or terminated by the Board at any time.

Each Owner and Occupant further acknowledge and agrees, for themselves and their families and guests, that neither the Association nor its directors, officers, agents and employees shall be liable for any loss or damage resulting from unauthorized persons gaining entry onto the Property or for any death or injury resulting from a criminal act or any damage to or loss of property resulting from burglary, theft or other criminal act.

1.29 Modification.

The Association may modify or waive the foregoing restrictions or otherwise restrict and regulate the use and occupancy of the Property and the Lots or Tracts by reasonable rules and regulations of general application adopted by the Association from time to time, which shall be incorporated into the Association Rules.

**ARTICLE 2
Architectural Control**

2.0 Approval Required.

No Improvements or modification to existing Improvements on the Lot shall be commenced, erected or maintained upon the Property, nor shall any exterior addition, change or alteration be made thereto or therein, and no additions to, changes in, or alterations of landscaping, grade or drainage shall be made, until the plans and specification showing the nature, kind, color, shape height, materials, location or other material attributes of the same shall have been submitted to and approved in writing by the Association as to the harmony of external design and location in relation to surrounding structures and topography.

Any unauthorized modifications or improvements to the buildings or landscaping are subject to the immediate removal, replacement, or repair by the Association and are subject to the enforcement provisions and remedies outlined in Article 6.

The provisions of this article do not apply to, and approval of any future Committee shall not be required, for any construction or modification or any other work made by, or on behalf of, the Declarant for the benefit of the Circle C Ranches subdivision.

2.1 Architectural Control Committee

The Association shall establish an Architectural Control Committee ("Committee") responsible for the review and approval or disapproval of all construction or modifications proposed on any Lot within Circle C Ranches. For so long as the Declarant owns any Lots, the Declarant shall have the sole right to appoint all members of the Committee. Thereafter, members shall be determined by the Board. The Committee shall not be entitled to any compensation for services performed pursuant to this Declaration, but shall be entitled to reimbursement for reasonable costs expended, as approved by the Association.

2.2 Architectural Guidelines

The Committee shall adopt, amend and repeal reasonable Guidelines, standards and procedures to be used in rendering its decisions. Such Guidelines, standards and procedures may include, without limitation, provisions regarding:

- (a) architectural design, color palettes, and acceptable exterior materials; and
- (b) landscaping design and materials
- (c) application, submittal and processing requirements
- (d) timeframe for completion of construction.

The Committee may, from time to time, and with the consent and approval of the Board, amend, repeal or augment the Guidelines and such action must be ratified by the Board to become effective.

2.3 General Provisions

- a) The Association and/or the Committee may assess reasonable fees in connection with its review of plans and specifications.
- b) The Association and/or Committee may delegate its plan review responsibilities, except final review and approval, to one or more of its Members or architectural consultants retained or employed by the Committee.
- c) The establishment of a Committee and the procedures herein for architectural approval shall not be construed as changing any rights or restrictions upon Owners to maintain or repair their Lots and Residence situated thereon as may otherwise be specified in the Association Documents.
- d) Upon receipt of approval from the Committee, the Owner shall proceed with the Improvement as soon as practicable and shall diligently pursue such Improvement so that it is completed within such time as may be prescribed by the Committee.
- e) No changes, deletions or additions to the plans and specifications approved by the Committee may be made without the prior written approval of the Committee.
- f) The approval by the Committee of the Improvement shall not be deemed a warranty or representation by the Committee as to the quality of such Improvement or that such Improvement conforms to any applicable building codes or other federal, state or local law, statute, ordinance, rule or regulation.

ARTICLE 3
Easements & Water Rights

3.0 Easements for Use of Common Areas

Every Owner and Occupant shall have a right and easement of enjoyment in and to the Common Area, which right shall be appurtenant to and shall pass with the title to every Lot, subject to:

- a. The right of the Association to dedicate, convey, transfer, lease or encumber the Common Area.
- b. The right of the Association to adopt rules, regulations or policies regulating the use of the Common Area including rules, regulations and policies limiting the number of guests who may use the Common Area and restricting or prohibiting access to such portions of the Common Area not intended for use by the Owners and Occupants.
- c. The right of the Association to suspend the right of an Owner and Occupant to use the Common Area (other than the right of an Owner and Occupant to use any Private Roads which are part of the Common Area for ingress or egress to the Owner's Lot) if such Owner is more than fifteen (15) days delinquent in the payment of Assessments or other amounts due to the Association or if the Owner has violated any other provisions of the Association Documents and has failed to cure such violation within fifteen (15) days after the Association notifies the Owner of the violation.
- d. The rights and easements granted to the Declarant by this Declaration.

3.1 Irrigation Water

The Property is served by two (2) existing wells located along the east property line that will provide water to the pond located within Tract A and irrigation water to the Lots. Tract A shall be constructed as a pond for the benefits of the Owners and shall provide passive recreation opportunities to the Owners. The Declarant shall construct an irrigation distribution system to convey the water from the existing wells to the Lots. The Owners of those Lots shall receive the rights to use such water and may connect to the underground pipe to obtain irrigation water for the Lot. While the amount and availability of water from the wells should be adequate to serve the irrigation needs of the subdivision at this time, the Declarant makes no guarantees for the projected lifetime of the water supply available to this subdivision.

The use of the well water for irrigation purposes by the Owners and Occupants shall be permitted under the following conditions:

- a. No flood irrigation of the Lots is permitted.

- b. It is the duty of each Owner to maintain, repair, and at all times keep clean the irrigation pipe or system that traverses their Lot.
- c. All Owners shall cooperate among themselves as to times and extent of water usage, since the supply of water from the well is not intended to irrigate all of the Lots and Tracts at the same time.
- d. If necessary, the Association shall establish and notify the Owners of a specific irrigation schedule for the Lots electing to receive irrigation water.

ARTICLE 4

The Association

4.0 Formation

The Association shall be a nonprofit Arizona corporation charged with the duties and vested with the powers prescribed by law and set forth in the Association Documents. In the event of any conflict or inconsistency between this Declaration and the Articles, Bylaws, and Association Rules, this Declaration shall control.

4.1 Board of Directors and Officers

The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint in accordance with the Articles and the Bylaws. Unless the Association Documents specifically require the vote or written consent of the Members, approvals or actions to be given or taken by the Association shall be valid if given or taken by the Board. The Board may appoint various committees at its discretion to act as an extension of the Board of Directors. The Board may also appoint or engage a manager to be responsible for the day-to-day operation of the Association and the Property; the Board shall determine the compensation to be paid to any such manager. The Board's responsibilities shall include, but shall not be limited to, the following:

- a. Administration, including administrative support as required for the Members, Board and committees;
- b. Preparing and administering an operational budget;
- c. Establishing and administering an adequate reserve fund;
- d. Scheduling and conducting the annual meeting and other meetings of the Members, Board and committees;
- e. Collecting and enforcing the Assessments;
- f. Accounting functions and maintaining necessary books and records;
- g. Promulgation and enforcement of all the Association's Documents;
- h. Maintenance of Areas of Association Responsibility; and
- i. All the other duties imposed upon the Board pursuant to the Association Documents.

4.2 Association Rules

The Association may, from time to time, and subject to the provisions of this Declaration, adopt, amend and repeal rules and regulations pertaining to:

- a. the management, operation and use of the Property, including, but not limited to, any recreational facilities situated upon the Property;
- b. traffic and parking restrictions, including speed limits on Private Roads within the Property;
- c. minimum standards for any maintenance of Lots and a Residence situated thereon within the Property; and any other subject within the jurisdiction of the Association.

4.3 Personal Liability

No member of the Board or any other committee of the Association, no officer of the Association and no other employee of the Association shall be personally liable to any Member, or to any other Person including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence in the discharge or such Person's duties and responsibilities under the Association Documents, provided, however, the limitations set forth in this subsection regarding liability shall not apply to any Person who has failed to act in good faith or has engaged in willful or intentional misconduct.

4.4 Membership and Voting Rights

Every Owner shall be a Member of the Association and such membership shall be appurtenant to and may not be separated from ownership of any Lot. There shall be two classes of voting Memberships:

- (a) **Class A.** Class A Members shall be all Owners with the exception of the Declarant so long as Declarant is a Class B Member, and shall be entitled to one (1) vote for each Owner. When more than one (1) Person holds an interest in any Lot, all such Persons shall be Members. The vote for any such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.
- (b) **Class B.** The Class B Member shall be the Declarant and the Declarant shall be entitled to three (3) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership when the total votes outstanding in the Class A Membership equals the number of votes outstanding in the Class B Membership.

4.5 Voting Procedures

No change in ownership of a Lot shall be effective for voting purposes unless and until the Association is given actual written notice of such change and is provided satisfactory proof thereof. The vote for each such Lot must be cast as a unit, and fractional votes shall not be allowed. In the event that a Lot is owned by more than one Person and such Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Member casts a vote representing a certain Lot, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and

consent of all other Owners of the same Lot unless objection thereto is made at the time the vote is cast. In the event more than one vote is cast by a Class A Member for a particular Lot, none of the votes shall be counted and all of the votes cast for that Lot shall be deemed void.

4.6 Transfer of Membership

Membership in the Association is inextricably and irrevocably connected with ownership of a Lot and may not be transferred independently of such ownership.

4.7 Suspension of Voting Rights

If an Owner fails to pay any Assessments or other amount due to the Association under the Association Documents within fifteen (15) days after such payment is due or if any Owner violates any other provision of the Association Documents and such violation is not cured within fifteen (15) days after the Association notifies the Owner of the violation, the Board shall have the right to suspend such Owner's right to vote until such time as all payments, including interest and attorneys' fees, are brought current, and until any other infractions or violations of the Association Documents are corrected.

**ARTICLE 5
Maintenance**

5.0 Areas of Association Responsibility.

The Association, or its duly delegated representative, shall be responsible for the management and maintenance of the Areas of Association Responsibility, as defined in Article 9.0. The Board shall be the sole judge as to the appropriate maintenance of all Areas of Association Responsibility, but the Areas of the Association Responsibility and the Improvements located thereon, shall be maintained in good condition and repair at all times.

5.1 Lots.

Each Owner shall be responsible for the maintenance of his Lot and all Improvements situated thereon. All Improvements shall at all times be kept in good condition and repair and all landscaping maintained in a weed free and attractive manner. No tree, shrub, or planting of any kind on any Lot shall be allowed to overhang or otherwise to encroach upon any structures, walks, roads, pedestrian way or other areas. All turf grass shall be mowed, trimmed and cut at regular intervals so as to be maintained in a neat and attractive manner. All plants that die shall be promptly removed and replaced with the same type plant, unless otherwise approved in writing by the Association.

ARTICLE 6
Assessments and Liens

6.0 Creation of Liens

The Declarant, for each Lot, hereby covenants and agrees, and each Owner, other than the Declarant, by becoming the Owner of a Lot, is deemed to covenant and agree, to pay Assessments to the Association in accordance with this Declaration. Assessments shall be established and collected as provided in this Declaration. The Assessments, together with interest, late charges and all costs, including but not limited to reasonable attorneys' fees incurred by the Association in collecting or attempting to collect delinquent Assessments whether or not suit is filed, shall be charged to the Lot and shall be a continuing lien upon the Lot, against which each such Assessment is made. Each Assessment, together with interest and all costs, including but not limited to reasonable attorneys' fees incurred by the Association in collecting or attempting to collect delinquent Assessments, whether or not it is filed, shall also be the personal obligation of each Person who was an Owner of the Lot at the time when the Assessment became due. The personal obligation for delinquent Assessments shall not be released by the Association unless the successors in title to the Owner expressly assume the obligation and the obligation is paid in full at the time the successor takes title to the Lot.

6.1 Annual Assessments

In order to provide for the operation and management of the Association, and to provide funds for the Association to pay all expenses and to perform its duties and obligations under the Association Documents, including, without limitation, the establishment of reasonable reserves for replacements, maintenance and contingencies, the Association shall assess a uniform Annual Assessment against each Lot, which shall be paid to the Association on a quarterly basis, or on such other basis as may be selected by the Board.

6.1.1 For each Assessment Period, the Board shall prepare and adopt a budget for the Association containing an estimate of the total amount of funds which the Board believes will be required during the applicable Assessment Period which shall serve as the basis for determining the Annual Assessments for that Assessment Period. The budget shall contain the estimated Common Expenses for the applicable Assessment Period and the estimated income to the Association and reflect the amount reasonably estimated by the Board to be required in order for the Association to be able to pay all Common Expenses during the Assessment Period.

6.1.2 If the Board fails to adopt a budget for any Assessment Period, then until and unless such budget is adopted and an Annual Assessment is levied by the Board for such Assessment Period, the amount of the Annual Assessment for the immediately preceding Assessment Period shall remain in effect. If the Board determines during any Assessment Period that the funds budgeted for that assessment period are, or will become, inadequate

to meet all Common Expenses for any reason, including, without limitation, non payment of Assessments by Members, it may amend the budget and increase the Annual Assessment for the Assessment Period and the revised Annual Assessment shall commence on the date designated by the Board. The Board may waive any Assessments of the Association when it deems appropriate.

6.1.3 The Association shall give notice of the Annual Assessment to each Owner at least thirty (30) days prior to the beginning of each Assessment Period, but the failure to give prior notice shall not affect the validity of the Annual Assessment established by the Board nor relieve any Owner from its obligation to pay the Annual Assessment.

6.2 Assessment Period

The Annual Assessment shall be assessed against each Member commencing upon recordation of transfer of ownership prorated by day on the basis of a quarterly payment schedule, or such other basis as selected by the Board, and terminate on December 31 of such year. Thereafter, the Assessment Period, shall be the calendar year, which the Board, in its sole discretion, may change from time to time.

6.3 Special Assessments

The Board may levy against each Lot in any Assessment Period, a uniform Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of improvements upon the Common Areas.

Special Assessments may also be levied by the Board against a Member and/or an Owner and his or her Lot to reimburse the Association for:

- a) Costs incurred in bringing a Member or an Owner and his Lot and Residence situated thereon, or an Occupant of the Lot, into compliance with the provisions of the Association Documents;
- b) Any other charge designated as a Special Assessment in the Association Documents;
- c) Attorneys' fees, interest and other costs or charges provided to be paid as, or which are incurred in connection with, a Special Assessment in accordance with the Association Documents.

6.4 Obligation of Declarant for Deficiencies.

So long as there is a Class B Membership in the Association, Declarant shall pay and contribute to the Association, within thirty (30) days after the end of each fiscal year of the Association, or at such other times as may be requested by the Board, such funds as may be necessary, when added to the Annual Assessment levied by

the Association, to pay all Common Expenses of the Association as they become due. The Declarant's obligations under this Section may be satisfied by the payment of money or by contribution of services or materials, or a combination thereof. In no event shall the Declarant be obligated to pay or contribute money or services or materials to the Association in excess of the amount of Assessments that would have been payable by the Declarant if the Lots owned by the Declarant had been Assessable Lots.

6.5 Billings and Collections

Annual Assessments and Special Assessments may be collected as specified by the Board. The Board shall have the right to adopt rules and regulations setting forth procedures for the purpose of making Assessments and for the billing and collection of the Assessments provided that the procedures are not inconsistent with the provisions of the Declaration. The failure of the Association to send a bill to a Member shall not relieve any Member of his liability for any Assessment or charge under this Declaration, but the Assessment Lien therefore shall not be foreclosed or otherwise enforced until the Member has been given not less than sixty (60) days written notice prior to such foreclosure or enforcement that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment. The Association shall be under no duty to refund any payments received by it even though the ownership of a Lot changes during an Assessment Period. Successor Owners shall be given credit for prepayment on a prorated basis, made by the prior Owner, when the Association is so advised by the title and escrow companies.

6.6 Remedies for Non-Payment

Any Assessment, or any installment of an Assessment, not paid within thirty (30) days after the Assessment or the installment of the Assessment first became due, shall bear interest from the due date at the rate established from time to time by the Board, which shall be the maximum allowable by law. In addition, the Board may establish a late fee to be charged to any Owner who has not paid an Assessment, or an installment of an Assessment, within thirty (30) days after such payment was due.

The Association shall have a lien on each Lot for all Assessments levied against the Lot and for all other fees and charges payable to the Association by the Owner pursuant to this Declaration. Recording of this Declaration constitutes record notice of perfection of the Assessment Lien. The Association may, at its option, record a notice of lien setting forth the name of the delinquent Owner as shown in the records of the Association, the legal description or street address of the Lot against which the notice of lien is recorded, and the amount claimed to be past due as of the date of the recording of the notice, including interest, lien recording fees and reasonable attorneys' fees.

The Assessment Lien shall have priority over all liens or claims except for:

- a. tax liens for real property taxes;
- b. assessments in favor of any municipal or other governmental body; and
- c. the lien of any First Mortgage.

Foreclosure of the Assessment Lien with respect to a Lot shall not impair, extinguish or otherwise affect such other Assessment Liens or relieve or release any obligations for such other Assessments secured by such Lot.

The Association shall not be obligated to release any recorded notice of lien until all delinquent Assessments, interest, lien fees, reasonable attorney's fees, court costs, collection costs and all other sums payable to the Association by the Owner have been paid in full.

The Association shall have the right, at its option, to enforce collection of any delinquent Assessments together with interest, lien fees, reasonable attorney's fees and any other sums due, to the Association in any manner allowed by law including, but not limited to:

- (a) bringing an action at law against the Owner personally obligated to pay the delinquent Assessment and such action may be brought without waiving the Assessment Lien securing the delinquent Assessments; or
- (b) bringing an action to foreclose the Assessment Lien against the Lot in the manner provided by law for the foreclosure of a realty mortgage. The Association shall have the power to bid at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any and all Lots purchased at such sale. An Owner cannot transfer or convey ownership of the Lot in any manner without paying any outstanding delinquent Assessments unless approved by the Board.

6.7 Uses of Funds

The Association shall apply all funds and property collected and received by it (including the Assessments, fees, loan proceeds, surplus funds and all funds and property received by it from any other source) for the common good and benefit of the Property and the Owners and Occupants by devoting said funds and property, among other things, to the acquisition, construction, alteration, maintenance, provision and operation, by any manner or method whatsoever, of any and all land, properties, improvements, facilities, services, projects, programs, studies and systems, within or without the Property, which may be necessary, desirable or beneficial to the general common interests of the Property, the Owners and the Occupants, and to the establishment and funding of reasonable reserves for replacements and contingencies.

6.8 Surplus Funds

The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

6.9 Fines

In the event of any violation of the provisions in this Declaration, the Board may, at its sole discretion and in addition to restoration expenses, include all costs associated with the violation, such as legal fees and costs and consultant costs, and impose a fine commensurate with the severity of the violation. The collection of fines shall be accomplished in accordance with Arizona Law.

6.10 Transfer Fee

Each Person who purchases a Lot from a Person other than the Declarant shall pay to the Association prior to becoming an Owner a transfer fee in such amount as is established from time to time by the Board to compensate the Association for the administrative cost resulting from the transfer of a Lot. The transfer fee is not intended to compensate the Association for the costs incurred in the preparation of the statement which the Association is required to deliver to a purchaser under A.R.S Section 33-1806A and, therefore, the transfer fee shall be in addition to the fee which the Association is entitled to charge pursuant to A.R.S Section 33-1806C.

6.11 Working Capital Fund

To provide the Association with additional working capital, each purchaser of a Lot from the Declarant shall pay a fee, as established by the Board, and amended from time to time, to the Association prior to becoming an Owner. As part of the first sale of each lot, the fee required herein shall be matched by the Declarant, Funds paid to the Association pursuant to this Section may be used by the Association for payment of operating expenses or any other purpose permitted under the Association Documents. Payments made pursuant to this Section shall be nonrefundable and shall not be considered as an advance payment of any Assessments levied by the Association pursuant to this Declaration.

ARTICLE 7 Insurance

7.0 Insurance

The Association shall obtain and maintain in full force and effect at all times certain casualty, liability and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible, from responsible companies duly

authorized to do insurance business in the State of Arizona with a rating in Best's Insurance Guide (or any comparable publication) of at least A-AAAA (or any comparable rating). All such insurance, to the extent possible, shall name the Association as the insured, in its individual capacity and also either as attorney-in-fact or trustee for all Owners.

7.1 Scope of Coverage

Commencing not later than the time of the first conveyance of a Lot to a purchaser, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

- 7.1.1 Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than \$1,000,000. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Areas of Association Responsibility and all other portions of the Property which the Association is obligated to maintain under this Declaration, and shall also include hired automobiles and non-owned automobile coverages with cost liability endorsements to cover liabilities of the Owners as a group to an Owner.
- 7.1.2 Property insurance on all Areas of Association Responsibility insuring against all risk of direct physical loss, insured against in an amount equal to the maximum insurable replacement value of the Areas of Association Responsibility, as determined by the Board; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured property, exclusive of land, excavations, foundations and other items normally excluded from a property policy.
- 7.1.3 Directors and officers liability insurance for all individual Board and Members that sit on committees for the Association.
- 7.1.4 Workmen's compensation insurance to the extent necessary to meet the requirements of the laws of Arizona;
- 7.1.5 Such other insurance as the Board shall determine from time to time to be appropriate to protect the Association and Owners;
- 7.1.6 The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:
 - a. that there shall be no subrogation with respect to the Association, its agents, servants, and employees, with respect to Owners and members of their household;

- b. no act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery on the policy;
- c. that the coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their Mortgagees or beneficiaries under deeds of trust;
- d. a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners;
- e. statement of the name of the insured as the Association; and
- f. for policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify the First Mortgagee named in the policy at least ten (10) days in advance of the effective date of any substantial modification, reduction or cancellation of the policy.

7.2 Certificates of Insurance.

An insurer that has issued an insurance policy under this article shall issue a certificate or a memorandum of insurance to the Association and, upon request, to any Owner, Mortgagee or beneficiary under a deed of trust. Any insurance obtained pursuant to this article may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each Mortgagee or beneficiary under a deed of trust to whom certificates of insurance have been issued.

7.3 Insurance by Owners.

Except to the extent coverage therefore may be obtained by the Association and be satisfactory to an Owner, each Owner shall be responsible for obtaining insurance, including, but not limited to:

- a. insurance to fully cover the replacement of any Improvements and common fences on the Lot and Residence situated thereon,
- b. insurance covering furnishings and personal property, and
- c. insurance covering personal liability of the Owner and Occupants.

Any insurance policy obtained by an Owner shall be such that it will not diminish or adversely affect or invalidate any insurance or insurance coverage under policies carried by the Association and shall, to the extent possible, contain a waiver of the rights of subrogation by the insurer as to any claim against the Association, its officers, directors, agents and employees and against other Owners and their employees, agents and invitees.

7.4 Repair and Replacement of Damaged or Destroyed Property.

Any portion of the Areas of Association Responsibility which is damaged or destroyed shall be repaired or replaced promptly by the Association unless

- a. replacement would be illegal under any state or local health or safety statute or ordinance, or

- b. Owners representing a majority (51%) of the total authorized votes in the Association vote not to repair or replace the damaged or destroyed Improvements.

The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association. If all the Areas of Association Responsibility are not repaired or replaced, insurance proceeds attributable to the damaged Areas of Association Responsibility shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds shall either

- a. be retained by the Association as an additional capital reserve, or
- b. be used for payment of operating expenses of the Association if such action is approved by the affirmative vote or written consent, or any combination thereof, of Members representing more than a majority (51%) of the votes in the Association.

ARTICLE 8

General Provisions

8.0 Enforcement

The Association or any Owner shall have the right to enforce the Association Documents. All remedies described in Section 6 and all other rights and remedies available at law or equity shall be available in the event of any breach by any Owner or Occupant of any provision of this Declaration, except as otherwise expressly limited herein.

To that end, if an Owner has not contacted the Association or otherwise corrected a violation within 30 days after sufficient notification has been provided by the Association, pursuant to the provisions outlined in the Association Documents, the Association and its authorized agents may enter any Lot in which a violation of these restrictions exists and may correct the violation at the expense of the Owner.

8.1 Term

Unless terminated in accordance with this subsection, this Declaration shall continue in full force and effect in perpetuity. This Declaration may be terminated at any time if such termination is approved by the affirmative vote or written consent, or any combination thereof, of Members holding two-thirds (2/3) or more of the votes in the Association, and is in compliance with any applicable Governmental Agency requirements that govern subdivisions. If the necessary votes and consents are obtained, the Board shall cause to be recorded a Certificate of Termination duly signed by the President or Vice President, and attested by the Secretary or Assistant Secretary of the Association, with their signatures acknowledged. Thereupon this Declaration shall have no further force and effect, and the Association shall be dissolved pursuant to applicable law.

8.2 Amendments

- 8.2.1 Except for amendments made pursuant to subsections 8.2.2 or 8.2.3 of this Declaration, this Declaration may only be amended by the written approval, or the affirmative vote, or any combination thereof, of Members holding not less than fifty-one (51) percent of the votes in the Association.
- 8.2.2 Either the Board or the Declarant may amend this Declaration, without obtaining the approval or consent of any Owner or Occupant, in order to conform this Declaration to the requirements or guidelines of the Federal National Mortgage Association, the Federal Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or any federal, state or local Governmental Agency whose approval of the Association Documents is required by law or requested by the Declarant.
- 8.2.3 The Declarant may amend this Declaration without the consent or approval of any Owner or Occupant until the date Declarant notifies the Board in writing that the Declarant is terminating its Class B Memberships and converting such Memberships to Class A Memberships.
- 8.2.4 Any amendment approved pursuant to subsection 8.2.1 of this Declaration or by the Board pursuant to Subsection 8.2.2 of this Declaration shall be signed by the President or Vice President of the Association and shall be recorded. Any such amendment shall certify that the amendment has been approved as required by this subsection. Any amendment made by the Declarant pursuant to subsection 8.2.2 or 8.2.3 of this Declaration shall be executed by the Declarant and shall be recorded in Yavapai County.

8.3 Interpretation

Except for judicial construction, the Association shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all Persons and property benefited or bound by this Declaration.

8.4 Notices of Violation

The Association shall provide an Owner with written notice that the condition of the Lot is in violation of the Association Documents. The Association shall also have the right to record, with the Coconino County Recorder's Office, such notice provided that the notice is executed by an officer of the Board and contains a statement that the notice is being recorded pursuant to the Declaration.

The notice of violation shall include the following information:

- a. the name of the Owner or Occupant violating, or responsible for the violation of, the Association Documents;
- b. the legal description of the Lot
- c. a brief description of the nature of the violation and the provision of the Association Documents that has been violated;
- d. the date of the violation or the date the violation was observed;
- e. the first and last name of the Person(s) who observed the violation;

- f. a statement of the specific steps which must be taken by the Owner or Occupant to cure the violation;
- g. the process the Owner must follow to contest the notice of violation.

The Owner, within ten business days of the date of the notice, may send, via certified mail to the address contained in the notice, a written response to the Association. At any time before or after completion of the exchange of information pursuant to this section, the Owner may petition for a hearing pursuant to A.R.S §41-2198.01 if the dispute is within the jurisdiction of the Department of Fire, Building and Life Safety as prescribed in A.R.S §41-2198.01, Subsection B.

8.5 Severability

Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

8.6 Laws, Ordinances and Regulations

The Covenants, Conditions and Restrictions set forth in this Declaration and the provisions requiring Owners and Occupants to obtain the approval of the Association with respect to certain actions, are independent of the obligation of the Owners and Occupants to comply with all applicable laws, ordinances and regulations, and compliance with this Declaration shall not relieve an Owner or Occupant from the obligation to also comply with all applicable laws, ordinances and regulations. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the Property is hereby declared to be in violation of this Declaration and subject to any or all of the enforcement proceedings set forth herein.

8.7 Gender and Number

Wherever the context of this Declaration so requires, any word used in the masculine, feminine or neuter gender shall include each of the other genders. Words in the singular shall include the plural, and words in the plural shall include the singular.

8.8 Captions and Title

All captions, titles or headings of the articles, sections and subsections in this Declaration are for the purpose of reference and convenience only, and are not to be deemed to limit, modify or otherwise affect any of the provisions hereof or to be used in determining the meaning or intent thereof. References in this Declaration to numbered articles, sections or subsections, or to lettered Exhibits, shall be deemed to be references to those paragraphs or Exhibits so numbered or lettered in this Declaration, unless the context otherwise requires. Any Exhibits referred to in this Declaration are hereby incorporated herein by this reference and fully made a part hereof.

8.9 Notices

If notice of any action or proposed action by the Board or any committee or of any meeting is required by applicable law, the Association Documents or resolution of the Board must be given to any Owner or Occupant, then unless otherwise specified in the Association Documents or in the resolution of the Board, or unless otherwise required by law, such notice requirement shall be deemed satisfied if notice of such action, proposed action or meeting is published once in any newspaper in general circulation within Coconino County. This subsection shall not be construed to require that any notice be given if not otherwise required, and shall not prohibit satisfaction of any notice requirement in any other manner.

ARTICLE 9 Definitions

- 9.1 **"Annual Assessments"** means the Assessments levied pursuant to Section 6.1.
- 9.2 **"Articles"** means the Articles of Incorporation of the Association, as amended from time to time.
- 9.3 **"Architectural Control Committee"** means the Committee created pursuant to Section 2.1 of this Declaration.
- 9.4 **"Architectural Guidelines"** means the standards and procedures to be used by the Committee in rendering its decisions.
- 9.5 **"Areas of Association Responsibility"** means all Common Areas, all Irrigation Distribution Systems except on the individual Lots, the Private Road (Tract B), the Pond (Tract A), and all land, and the Improvements situated thereon, within or adjacent to the Property which the Association is obligated to maintain, repair and replace pursuant to the terms of a recorded instrument, except for any part which a Governmental Agency is maintaining or is obligated to maintain.
- 9.6 **"Assessable Lot"** means each Lot other than Lots owned by the Declarant.
- 9.7 **"Assessment"** shall include the following:
- a) **"Annual Assessment"** means the uniform amount which is to be paid by each Member of the Association as such Member's proportionate share of common expenses of the Association, as provided in Article 6.
 - b) **"Special Assessment"** is either (1) a uniform amount paid by each Member of the Association for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of Improvements upon the Common Areas or (2) a charge against a particular Member, Owner or Lot, directly attributable to such Member, Owner or Lot, to

reimburse the Association for costs incurred in bringing the Member, the Owner or the Lot into compliance with the provisions of the Association Documents, pursuant to Article 6.

- 9.8 **"Assessment Lien"** means the lien created and imposed pursuant to Article 6, Assessments and Liens.
- 9.9 **"Assessment Period"** means the period set forth in Section 6.2 of this Declaration.
- 9.10 **"Association"** means the Circle C Ranches Homeowners Association, an Arizona nonprofit corporation, and its successors and assigns.
- 9.11 **"Association Documents"** means this Declaration, the Articles of Incorporation for the Circle C Ranches Homeowners Association, the Bylaws for the Circle C Ranches Homeowners Association, and the Association Rules, as amended from time to time.
- 9.12 **"Association Rules"** means the rules and regulations adopted by the Association pursuant to Article 4.2.
- 9.13 **"Board"** means the Board of Directors of the Circle C Ranches Homeowners Association.
- 9.14 **"Bylaws"** means the Bylaws of the Circle C Ranches Homeowners Association, as amended from time to time.
- 9.15 **"Circle C Ranches"** means the platted and recorded subdivision.
- 9.16 **"Class A Memberships"** are defined in Section 4.4 (a).
- 9.17 **"Class B Memberships"** are defined in Section 4.4 (b).
- 9.18 **"Committee"** means the Architectural Control Committee as defined and described in Article 2.
- 9.19 **"Common Areas"** means Tracts A and B and those easements dedicated to the Association as shown on the Plat of the Circle C Ranches subdivision, or any other property subsequently acquired, assigned, purchased, or designated by the Association as available for use, enjoyment and protection of all Owners within Circle C Ranches, including, but not limited to, road tracts and open space. The Common Area also includes all real property and the Improvements or amenities thereon made available by the Declarant expressly for the common use and enjoyment of the Members or Owners. The Declarant will convey to the Association all of the Common Areas upon completion of construction thereof.

- 9.20 **"Common Expenses"** means the actual and estimated costs incurred by the Association in administering, maintaining and operating the Common Areas and the Association, as defined in the Bylaws, Section 8.1.
- 9.21 **"Declarant"** means T & M Ranching & Development, L.L.C., an Arizona Limited Liability Company, its successors and any Person to whom it may expressly assign any or all of its rights under this Declaration.
- 9.22 **"Declaration"** means this Declaration of Covenants, Conditions and Restrictions of the Circle C Ranches Homeowners Association, as amended from time to time.
- 9.23 **"First Mortgage"** means Mortgage recorded against a Lot which has priority over all other Mortgages recorded against that Lot.
- 9.24 **"Guidelines"** means the Architectural Guidelines of the Architectural Control Committee of the Circle C Ranches Homeowners Association
- 9.25 **"Governmental Agency"** includes Town of Camp Verde, Yavapai County, State of Arizona and/or the United States of America.
- 9.26 **"Improvement"** means any structure, Residence, garage, fence, wall, gate, road, grading and landscaping, including, but not limited to plants, trees and shrubs, and any other item deemed appropriate by the Board.
- 9.27 **"Lessee"** means a Person or entity leasing a Lot and Residence situated thereon.
- 9.28 **"Lot"** means a separately designated and numbered area of land defined and identified by the Circle C Ranches Plat.
- 9.29 **"Member"** means any Person who is a Member of the Association as provided in section 4.4, Membership and Voting Rights.
- 9.30 **"Membership"** shall mean a membership in the Association and the rights granted to the Owners pursuant to Article 4 hereof to participate in the Association.
- 9.31 **"Mortgage"** means a deed of trust or a Mortgage recorded against a Lot.
- 9.32 **"Mortgagee"** means a beneficiary under a deed of trust, or a Mortgagee under a Mortgage, recorded against a Lot, and "First Mortgagee" means such beneficiary or Mortgagee under a First Mortgage.
- 9.33 **"Occupant"** means any Person, other than an Owner, in rightful possession of a Lot and Residence situated thereon, whether as a resident, Lessee, tenant, guest or invitee.

- 9.34 **"Owner"** means the Person or Persons who individually or collectively hold title to a Lot(s) in Circle C Ranches, as evidenced by a recorded instrument, whether or not subject to any Mortgage, to any Lot which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation. A contract purchaser under a recorded agreement of sale or contract for the sale of real property wherein legal title to the property remains in the vendor shall be deemed to be an Owner and the vendor thereunder shall be deemed to be a Mortgagee. If title to a Lot is vested of record in a trustee under a deed of trust pursuant to A.R.S. §§ 33-801, *et seq.*, then, for purposes hereof, such title shall be deemed to be in the trustor, who shall be deemed to be the Owner.
- 9.35 **"Person"** means a natural Person, corporation, business trust, estate, trust, partnership, Association, limited liability company, limited liability partnership, joint venture, government, governmental subdivision or agency or other legal or commercial entity.
- 9.36 **"Plat"** means the plat of Circle C Ranches subdivision recorded on _____, at Instrument No. _____, in the records of the Yavapai County Recorder's Office.
- 9.37 **"Private Road"** means any street or road within the Property which has been designated on a Plat by the Declarant as a private road or street, and which has not expressly been dedicated to public use. Private roads do not include driveways.
- 9.38 **"Property"** means Tracts A and B and Lots 1 thru 6 of the Circle C Ranches Plat, as described on Exhibit "A" attached to this Declaration.
- 9.39 **"Residence"** means any building or portion of a building, situated upon a Lot and designed and intended for separate, independent use and occupancy as a residence, except for guest-houses and accessory structures constructed in accordance with Yavapai County codes.
- 9.40 **"Single Family Residential Use"** means all single family dwelling units built on Lots.
- 9.41 **"Tract"** means those portions of land designated on the Circle C Ranches Plat and dedicated to the Circle C Ranches Homeowners Association, the Town of Camp Verde, or other agency as Common Area, public or private right-of-way or other specific purposes therein. All Tracts identified on the Plat are designated with either the letter A or B.
- 9.42 **"Visible From Neighboring Property"** means, with respect to any given object, that such object is or would be visible to a person six feet tall, standing at ground level on any part of any Lot, the Common Area or any Private Road or public street within or adjacent to the Property.

IN WITNESS WHEREOF, Declarant has executed this instrument as of the date first set forth above.

T & M Ranching & Development, LLC
an Arizona Limited Liability Company

By _____

Its _____

STATE OF ARIZONA)
)
County of Coconino) ss.
_____)

On _____, 2007, before me, the undersigned Notary Public, personally appeared _____, of T & M Ranching & Development, LLC, an Arizona Limited Liability Company, on behalf of the company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, executed the instrument and acknowledged to me that he or she executed the same in his authorized capacity on behalf of the T & M Ranching & Development, LLC.

WITNESS my hand and official seal: _____
Notary Public

My Commission Expires:

**EXHIBIT A
LEGAL DESCRIPTION**

10-02-07A09:38 RC

October 1,, 2007
QWEST
Developer Contact Group
6212 S. Quentin, Suite 100-A
Englewood, CO 80112

TURNER ENGINEERING, INC.
528 WEST ASPEN AVE.
FLAGSTAFF, ARIZONA 86001

Dear Developer:

Subject: **CIRCLE C RANCHES** - A parcel of 403-21-007F & K & L, land located in Section 19, Township 14 North, Range 5 East AND PART OF Section 24, Township 14 North, Range 4 East, Gila and Salt River Base and Meridian, Yavapai County, Arizona.

This letter is in response to your "Service Availability" request for the subject property.

The subject property is in the QWEST serving area therefore service is available. The developer has specific requirements, which will be forwarded when appropriate. These requirements may be, but are not limited to, "support structure" on the property being developed. Once all requirements are completed, QWEST service will be available to the subject property on a service order basis, arranged by those who occupy the property.

The tariff Rates and Regulations prescribed for service to the project are on file with your State Utilities Commission, and may be examined at your local QWEST Business Office.

Specific concerns regarding QWEST service to the subject property must be directed to the Qwest Engineer responsible for that area, **RICK OGG (928) 634-2102**.

Sincerely,



Rick Ogg
Developer Contact Group
1-800-526-3557



A subsidiary of Pinnacle West Capital Corporation

10-08-07 10:38 RCVD

1250 East U.S. Highway 89A
Cottonwood, AZ 86326-4507
<http://www.aps.com>

January 05 2007

Paul W. Turner
Turner Engineering, Inc.
528 West Aspen Avenue
Flagstaff, Arizona 86001

Rec'd 1/10/07
TURNER ENGINEERING INC.
528 WEST ASPEN
FLAGSTAFF, AZ 86001

RE: Power Availability Circle C Ranches Subdivision

To Whom It May Concern:

Thank you for the opportunity to provide information regarding electrical service to the above location. The referenced area is in Arizona Public Service Company's electric service area. We extend our facilities to serve this location in accordance with the "Conditions Governing Extensions of Electric Distribution Lines and Services", Schedule #3, and the "Terms and Conditions for the Sale of Electric Service", Schedule #1, on file with the Arizona Corporation Commission at the time we begin installation for the electric facilities. Copies are enclosed for your review. Please don't hesitate to contact us should you have questions.

All trenching and conduit installation is the responsibility of the Customer and will then be inspected and approved by APS. We will provide you with the requirements and specifications. To prepare the design for electrical utility service to meet the property/lot owner needs, the following items will need to be submitted: an approved set of plans on the project, a copy of the survey results on the property, load calculations, and a copy of the recorded deed. Please forward these to my attention at your earliest opportunity.

Prior to construction, an advance payment may be required. The amount of advance payment cannot be determined until an economic analysis has been made, based in part on certain information you will be required to furnish. This payment may be refundable in accordance with section 5 of Schedule #3.

In addition, you may also incur additional costs which are non-refundable. These costs will depend upon the extent of the construction you will require that we perform to facilitate your project. An annual facilities charge may also be required in addition to the standard rates for electric service. Any APS charges will be set forth in an extension agreement which will require authorization by APS and the Customer.

It is to be understood that this letter is intended only for your general information and does not constitute any type of offer or agreement between us. If you have any questions, please feel free to call me at 928-646-8462.

Sincerely,

Robert B. Witte
Customer Service Representative

Enclosures: Schedule 1, Schedule 3

10-08-07 10:35 RCV



* Paul W. Turner, P.E.
528 West Aspen Avenue
Flagstaff, AZ 86001

Rec'd 1/8/07
**TURNER ENGINEERING INC.
528 WEST ASPEN
FLAGSTAFF, AZ 86001**

January 5, 2007

Paul,

As per your request for NPG Cable Inc. services to be routed into the 6 lots proposed at the end of Apache Trail in Camp Verde, AZ to be named Circle C Ranches Subdivision, I have completed the preliminary research on the feasibility.

NPG Cable Inc. of Sedona will be able to and will service this area as described above. Just for verification purposes, as we spoke about earlier today, the developer will supply the trench to be joint with APS and QWEST. We request that the pipe in trench for our services be 2" Schedule 40 PVC.

I look forward to serving you and your customer. Please contact me with any questions or concerns at your convenience.

Sincerely,

Richard Suekawa
Construction Coordinator
Sedona, Payson & Vicinities
NPG Cable Inc. of Sedona
65 Coffee Pot Dr. Ste. A
Sedona, Az 86336
Cell 928-595-1789
Fax 928-282-6336
NPG Cable Inc. of Payson
112 West Bonita St.
Payson, AZ 85541
Fax 928-474-4292
richard.suekawa@npgco.com

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

Meeting Type: Regular

Meeting Date: 12/19/07

Submitting Department: Council

Contact Person: Councilor Garrison

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

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

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

Agenda Text (Be Exact): Discussion regarding the roles, responsibilities, and authority of the Manager, Mayor, and Council as practiced versus what is defined by the Town Codes, Arizona Revised Statutes, and any other applicable documents such as, but not limited to, the Code of Ethics, the Personnel Manual, etc. This item may include possible direction to the Town Manager to take orders and instructions from the Council, pursuant to Town Code, Section 3-2-1.E.1, "when sitting in a duly convened meeting of the Council, and no individual Council member shall give orders or instructions."

Council Recommendation: Recent resignations and media coverage with regard to certain Council behaviors requires public clarification of the roles of the Mayor, Council, and the manager to prevent further damage to the perception of and respect for public officers and to prevent erosion of public confidence in the Mayor and Council. We need a clear statement and clarification of roles to restore the ability of the Council to interact effectively with staff, other agencies, and the public. If Council wishes to make changes to or to redefine the policies that are already established; then we need to decide what changes should be made, direct staff to make them, and have this matter brought back to Council no later than the second meeting in January 2008.

Budgeted/Amount N/A \$ _____

Purpose of Item and Background Information: (See Council recommendation)

List All Attachments as Follows: Town Code, Code of Ethics, and Resolutions

Type(s) of Presentation: Verbal Only

Signatures of Submitting Staff:

Name: _____ **Title:** _____

TOWN OF CAMP VERDE



*GENERAL OATH OF OFFICE
STATE OF ARIZONA, COUNTY OF YAVAPAI
TOWN OF CAMP VERDE*

I, **XXXXXXXXXXXX** DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA, AND THE CONSTITUTION AND THE LAWS OF THE STATE OF ARIZONA, THAT I WILL BEAR TRUE FAITH AND ALLEGIANCE TO THE SAME AND DEFEND THEM AGAINST ALL ENEMIES, FOREIGN AND DOMESTIC, AND THAT I WILL FAITHFULLY AND IMPARTIALLY DISCHARGE THE DUTIES OF THE OFFICE OF **XXXXXXXXXXXX** FOR THE TOWN OF CAMP VERDE, ARIZONA, ACCORDING TO THE BEST OF MY ABILITY, SO HELP ME GOD.

DATE

SIGNATURE

*Subscribed and sworn to before me this 10th day December **2007**.*

Virginia Jones
Deputy Clerk
Town of Camp Verde

CHAPTER 2

MAYOR AND COUNCIL

Article 2-1

COUNCIL

Section 2-1-1 Elected Officers

A. The elected officers of the Town shall be a Mayor and six Council members. The Mayor and Council members shall constitute the Council and shall continue in office until assumption of duties of office by their duly elected successors.

B. The term of office of the Mayor shall be two years.

C. Council members shall serve four-year staggered terms as provided by ARS § 9-232.02, as may be amended, with three (3) members in each class.

Section 2-1-2 Corporate Powers

The corporate powers of the Town shall be vested in the Council and shall be exercised only as directed or authorized by law. All powers of the Council shall be exercised by ordinance, resolution, order or motion.

Section 2-1-3 Assumption of Office

Members of the Council shall assume the duties of office at the first meeting in June following the date of the general election at which the Council members were elected, or at any special meeting called to conduct business after the general election by the former Council. If a Council candidate, including Mayor, receives a majority of all votes cast at a primary election, then pursuant to ARS § 9-821.01, as may be amended, such candidate shall be declared elected to the office, but effective as of the date of the general election, to be seated as set forth herein.

Section 2-1-4 Vacancies in Council

The Council shall fill by appointment for the unexpired term any vacancy on the Council, including Mayor that may occur for any reason, within 60 days of the vacancy, unless a primary or general election for Council is set within 120 days. The vacancy shall not reduce any Council quorum requirements.

Section 2-1-5 Oath of Office

Immediately before assumption of the duties of office, the Mayor and each Council member shall, in public, take and subscribe to the oath of office.

Article 2-2

MAYOR

Section 2-2-1 Direct Election of Mayor

A. The Mayor shall be directly elected by the people pursuant to ARS § 9-821.01. If a candidate receives a majority of all votes cast at a primary election, he or she shall be declared Mayor effective as of the date of the general election, and no general election shall be held for that position.

B. The term of the Mayor shall be for two years. In every election one of the declared vacancies on the Council shall be reserved for the election of the Mayor.

C. A candidate may not run for both Mayor and Council member at the same election, a seated Council member whose term is not expiring may not run for the office of Mayor. A Mayor whose term is expiring is permitted to run for the office of Mayor or Council member.

Section 2-2-2 Vice Mayor

The Council shall select, at the first meeting in June following the date of the general election at which the Council members were elected, a Vice Mayor, who shall serve for a one-year term at the pleasure of the Council. The Vice Mayor shall assume the duties of the Mayor in the absence, disqualification, or resignation of the Mayor.

Section 2-2-3 Acting Mayor

In the absence or disability of both the Mayor and Vice Mayor, the mayor will designate one of the current Council members to serve as acting Mayor who shall have all the powers, duties, and responsibilities of the Mayor during such absence or disability. In the event, the Town Council objects to any such designation, the Council may vote in a public meeting called pursuant to the provisions of this code, to override the mayor's designation and select an alternative person to serve as Acting Mayor.

Section 2-2-4 Powers and Duties of the Mayor

The powers and duties of the Mayor shall include the following:

A. The Mayor shall be the chief executive officer of the Town except as to the administrative duties delegated by Section 3-2-1 to the Manager, or other department heads, and in accordance with the procedures set forth in the code and applicable portions of any personnel manual adopted by the Town.

B. The Mayor shall be the chairperson of the Council and preside over its meetings and its agenda. The Mayor may make and second motions and shall have a voice and vote in all its proceedings.

C. The Mayor shall execute and authenticate by his signature such instruments as the Council or any statutes, ordinances, or this code shall require.

D. The Mayor and members of the Council may make such recommendations and suggestions to the Council as they may consider proper.

E. The Mayor may, by proclamation, declare a local emergency to exist due to fire, conflagration, flood, earthquake, explosion, war, bombing or any other natural or man-made calamity or disaster or in the event of the threat or occurrence of riot, rout or affray or other acts of civil disobedience which endanger life or property within the Town. After declaration of such emergency, the Mayor shall govern by proclamation and impose all necessary regulations to preserve the peace and order of the Town, including but not limited to:

1. Imposition of a curfew in all or any portion of the Town.
2. Ordering the closing of any business.
3. Closing to public access any public building, street, or other public place.
4. Calling upon regular or auxiliary law enforcement agencies and organizations within or without the political subdivision for assistance.

F. The Mayor shall perform such other duties required by state statute and this code as well as those duties required as chief executive officer of the Town.

Section 2-2-5 Absence of Mayor

The Mayor shall not absent himself from the Town for a greater period than fifteen consecutive days without the consent of the Council.

Section 2-2-6 Failure to Sign Documents

If the Mayor refuses or fails to sign any ordinance, resolution, contract, warrant, demand or other document or instrument requiring his signature for five days consecutively, then a majority of the members of the Council may, at any regular or special meeting, authorize the Vice Mayor or, in his absence, an acting Mayor to sign such ordinance, resolution, contract, warrant, demand or other document or instrument which when so signed shall have the same force and effect as if signed by the Mayor.

Article 2-3

COUNCIL PROCEDURES

Section 2-3-1 Regular Meetings

Regular Council Meetings. The Town Council will hold regular meetings at 6:30 p.m. on the first and third Wednesday of the month at the Town Hall complex on Main Street for general business and public hearings as may be required by law, with the fourth Wednesday set aside for Planning & Zoning matters, and the second Wednesday set aside for work sessions as needed. A work session, in lieu of or in conjunction with a regular meeting, may be called. If a regular meeting or work session is cancelled, such as near a holiday, notice of the cancellation shall be posted.

Section 2-3-1.1 Times and Places of Special Meetings

A. The Mayor, after public vote of the Council to schedule a special session within the jurisdiction of the Town, shall direct staff to schedule a special session of the Council, or the Mayor and Manager may jointly schedule a special session to be held in appropriate facilities within Town limits, to begin at a time and place designated in the motion.

B. Notices and agendas will be posted for the special sessions as required by law, and additionally posted at the alternate site.

C. Special sessions herein will not be scheduled away from Town Hall if the agenda involves public hearings on **controversial topics** likely to interest citizens of the Town in general rather than a particular neighborhood.

Section 2-3-2 Special Meetings

Special and emergency meetings, as permitted by law, shall be called and posted in the same manner as regular meetings by the Mayor or the Town clerk, after confirmation of the availability of a quorum.

Section 2-3-3 Posting of Notices

A. Notice of Council meetings and agendas shall be posted at Town Hall, the United States Post Office, Bashas' store at Outpost Mall, and on the Town's website. Other public notices, such as public meetings of Commissions, committees, or boards, bidding, holidays, auctions, and zoning matters, will be posted at Town Hall only, but may also be posted on the Town's website. Locations for posting may be changed by Council resolution.

B. All notices shall contain a statement of posting signed by the Town clerk or a designated representative showing the date and time of posting.

C. Posting of Alternate Meeting Locations. In addition to the locations and content specified by 2-3-3 (Posting of Legal Notices), the Town Manager or Mayor may request that a meeting with an agenda item or public hearing which may attract a large audience, or need special presentation facilities, be scheduled for the gymnasium, school auditorium, or alternate site suitable for public participation. If the Council votes to change the location for that meeting, notice of the location change shall be posted in the normal locations, plus at the site, and the meeting may be called to order at the site without first being called to order at the Town Hall Council Chamber. This does not preclude the Council from relocating a meeting that is in progress to accommodate a crowd that exceeds maximum occupancy limits as established for Council Chambers.

Section 2-3-4 Meetings to Be Public

All proceedings of the Council shall be open to the public, except that upon approval by a majority vote of the Council, the Council may meet in a closed executive session pursuant to the provisions of state law.

Section 2-3-5 Quorum

No action shall be taken unless a quorum is present. Four or more Council members (the Mayor counting as a member) shall constitute a quorum for transacting business, but a lesser number may adjourn from time to time to compel the attendance of absent members. In any meeting where a quorum is present, it shall take a majority vote of the entire Council, or a minimum of four (4) votes, to enact any measure, resolution, ordinance, or other business on the agenda.

Section 2-3-6 Preparation of Agenda

- A. Prior to each Council meeting, or on or before a time fixed by the Council for preparation and distribution of an agenda, whichever is earlier, the manager shall collect all written reports, communications, ordinances, resolutions, contracts and other documents to be submitted to the Council, prepare an agenda in consultation with the Mayor and members of the Council according to the order of business and furnish each Council

member, the Mayor and the attorney with a copy of the agenda and other necessary reports and materials together with a copy of the minutes of the last preceding Council meeting.

- B. From time to time, addenda and late additions to the agenda are required and may be authorized by the Manager and Mayor due to extenuating circumstances beyond the control of the person requesting the addendum or late addition.
- C. All Council members are authorized to place item(s) on the agenda. Agenda item requests are to be submitted in written form to the Clerk. If the number of previously scheduled agenda items prevents the scheduling of a requested agenda item, the Mayor (with the consent of the requesting Council member) may schedule the requested item to be heard at the next meeting of the Council.

B. The Town may use a consent agenda to dispose of routine matters coming before the Council.

Section 2-3-7 Order of Business

The business of the Council shall be the following items, not necessarily in that order:

A. Call to Order: The Mayor shall take the chair precisely at the hour appointed for the meeting and shall immediately call the Council to order. In the absence of the Mayor, the Vice Mayor shall call the Council to order. In the absence of both the Mayor and Vice Mayor, the clerk shall call the Council to order and an acting Mayor shall be selected to chair the meeting. Upon the arrival of the Mayor or the Vice Mayor, the Vice Mayor or the acting Mayor shall immediately relinquish the chair upon the conclusion of the business immediately before the Council. The Mayor shall preserve order and decorum and decide all questions of order and conduct. Questions from the staff or public are addressed to the chair.

B. Pledge of Allegiance.

C. Roll Call. Before proceeding with the business of the Council, the clerk or the clerk's designee shall record the roll of the members and the names of those present shall be entered in the minutes. If a quorum is not present, the members present may adjourn pursuant to Section 2-3-5 of this code.

D. Consent Agenda: (Routine business, meeting dates, disbursements, and resolutions). Unless a member of the Council requests a reading of the minutes of the Council meeting, the minutes of the preceding meeting shall be considered approved if correct, and errors rectified if any exist.

E. Call to the Public. The Council on items designated for public input may hear petitions, remonstrances, communications, comments or suggestions from

citizens present. All such remarks shall be addressed to the Council as a whole, and not to any member thereof, or the staff. Such remarks shall be limited to five minutes, unless the Mayor grants additional time. No person other than the individual speaking shall enter into the discussion without the permission of the presiding officer. There will also be a Call to the Public for items NOT on the agenda. Council may direct staff to follow up on the item with a report or placement on an upcoming agenda.

F. Ordinances/Resolutions/Other Actions Requiring Council Approval. The Council shall consider any ordinances or resolutions or other actions requiring Council approval as may be listed on the agenda.

G. Reports by Officers. Town officials and committees shall present any reports required by the Council.

H. Information and Updates.

I. Adjournment. The Council may, by a majority vote of those present, adjourn from time to time to a specific date and hour. A motion to adjourn shall always be in order and decided without debate.

Section 2-3-8 Voting

A. The Mayor shall vote as a member of the Council.

B. If requested by a Council member, the minutes shall show the ayes and nays of any question to be taken. Council members wishing to abstain for a conflict of interest shall state such on the record prior to any discussion or vote on the item and shall file a written declaration with the Clerk as soon as possible following the meeting. Any other abstention must be declared at the time of the calling for a vote, or a silence will be recorded as an affirmative vote. The Mayor or chairman of the meeting will announce on the record whether the motion passed or failed.

Section 2-3-9 Declaration of Vacancy

The office of any Council member is deemed vacant pursuant to ARS § 38-291, as may be amended, if such member fails to discharge the duties of his or her office for three (3) consecutive months, including failure to attend Council meetings unless otherwise authorized by the Council.

RESOLUTION 2003-568

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE
TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
ESTABLISHING A POLICY ADOPTING A CODE OF ETHICS**

WHEREAS, it is critical to the successful operation of any public or private organization and agency that rules, standards or norms be established to define the roles, responsibilities and expectations of the governing board and staff in the operation of the organization, and

WHEREAS, the establishment of rules, standards or norms by Council will promote understanding and trust among members of Council, Boards, Commissions and Committee members concerning their roles, responsibilities and expectations for the operation of the Town, and

WHEREAS, periodic review will assist each new member of Council Boards, Commissions and Committees to better understand his or her responsibility and role,

**NOW THEREFORE THE MAYOR AND COMMON COUNCIL OF THE
TOWN OF CAMP VERDE RESOLVE AS FOLLOWS:**

1. To place this Code of Ethics in the Town's pending Policies and Procedures Manual as a public document:

**PART I. TOWN COUNCIL, BOARDS, COMMISSIONS AND
COMMITTEES RELATIONS**

Section 1. Town Council, Boards, Commissions and Committees
Relations with Town Staff

A. There will be mutual respect from staff and Council, Board, Commission and Committee members of their respective roles and responsibilities when and if expressing criticism in public session.

B. Town staff acknowledges Council's role as policy makers and the Town Council, Boards, Commissions and Committees acknowledges staff's role as responsible for administering the Council's policies.

C. Requests for information or questions by the Town Council to staff will be directed to the Town Manager, Town Attorney, Town Clerk or Department Managers.

D. Requests for information or questions by Boards, Commissions and Committees to staff will be directed to the appropriate affiliated Department Head.

Section 2. Town Council Relations with Town Commissions, Boards and Committees and Council Member Representation to Other Agencies and Organizations

A. Members of the Town Council, will not use their power of office to attempt to influence or publicly criticize commission, board or committee recommendations or influence or lobby individual commission, board or committee members on any item while under their consideration. It is important for commissions, boards and committees to be able to make objective recommendations to the Town Council on items before them.

B. Individual Council members will have the right to attend commission, board, committee or Town staff meetings but not to speak or become involved in meeting discussions unless the Council member is the liaison to that commission, board or committee or has been invited to attend a Town staff meeting because of the Council member's expertise. Council members are allowed to address the board as a citizen during the public comment portion of the agenda.

C. If a Council member appears before another government agency or organization to give a statement on an issue affecting the Town, the Council member should first indicate the majority position and opinion of the Council, if known or previously discussed. Personal opinions and comments may be expressed only if the Council member clarifies that these statements do not represent the position of the Town Council.

PART II. CODE OF ETHICS

The Camp Verde Town Council believes that citizens and businesses are entitled to fair, ethical and accountable local government. To this end, the Camp Verde Town Council has established a Code of Ethics for its members. Members include the Town Council and the Town's commissions, boards and committees. This Code assures public

confidence in the integrity of local government and its effective and fair operations, and therefore the members will:

- A. Act in the Public Interest. Recognizing that stewardship of the public interest must be their primary concern, members will work for the common good of the people of the Town of Camp Verde and not for any private or personal interest, and they will assure fair and equal treatment of all persons, claims and transactions coming before the Town Council, commissions, boards and committees
- B. Comply with the Law. Members will comply with the laws of the nation, the State of Arizona and the Town of Camp Verde in the performance of their public duties. These laws include, but are not limited to, the United States and Arizona Constitutions, the Camp Verde Town Code and Policies, laws pertaining to conflicts of interest, election campaigns, financial disclosure and the public open meeting law.
- C. Conduct of Members. The professional and personal conduct of members must be above reproach and avoid even the appearance of impropriety. Members will refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the Council, commissions, boards, committees, staff and the public.
- D. Respect for Process. Members will perform their duties in accordance with the processes and rules of order established by the Town Council and commissions, boards and committees governing the deliberation of public policy issues, meaningful involvement of the public in public hearings, and implementation of policy decisions of the Town Council by Town staff.
- E. Conduct of Public Meetings. Members will prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand. They will refrain from interrupting other speakers, making personal comments not germane to the business of the body, or otherwise interfering with the orderly conduct of business.
- F. Decisions Based on Merit. Members will base their decisions on the merits and substance of the matter at hand, rather than on unrelated considerations.
- G. Communication. Members will publicly share substantive information that is relevant to a matter under consideration by the

Council, commissions, boards or committees, which they may have received from sources outside of the public decision-making body.

H. Conflict of Interest. In order to assure their independence and impartiality on behalf of the common good, members will not use their official positions to influence government decisions in which they have a material financial interest or a relationship that may give the appearance of a conflict of interest.

Members will abstain from participating in deliberations and decision-making where conflicts may exist as defined under Arizona statutes. Members should discuss any issues of conflict of interest with the Town Attorney.

I. Gifts and Favors. Members will not take any special advantage of services or opportunities for personal gain, by virtue of their public office, which is not available to the public in general. They will refrain from accepting any gifts, favors or promises of future benefits that might compromise their independence of judgment or action or give the appearance of being compromised.

J. Confidential Information. Members will respect the confidentiality of information concerning the property, personnel or affairs of the Town. They will not disclose confidential information without proper legal authorization or Council majority approval. They will not use such information to advance their personal, financial or other private interests.

K. Use of Public Resources. Members will not use public resources unavailable to the public in general, such as Town staff time, equipment, supplies or facilities for private gain or personal purposes.

L. Representation of Private Interests. In keeping with their role as stewards of the public interest, Council members will not appear on behalf of private interests of third parties before the Council or any commission, board or committee or proceeding of the Town, nor will members of commissions, boards and committees appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the areas of service of their bodies.

M. Advocacy. Members will represent the official policies or positions of the Town Council, commissions, boards or committees to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members will explicitly

state they do not represent the Town of Camp Verde, nor will they infer that they do.

N. Policy Role of Members. Members will respect and adhere to the Council-Manager structure of government as outlined in the Camp Verde Town Code. In this structure, the Town Council determines the policies of the Town with the advice, information and analysis provided by the public, commissions, boards, committees and staff.

Except as provided by the Camp Verde Town Code, members therefore will not interfere with the administrative functions of the Town or the professional duties of Town staff, nor will they impair the ability of staff to implement Council policy decisions.

O. Independence of Commission, Boards and Committees. Because of the value of the independent advice of commissions, boards, and committees to the public decision-making process, Council members will refrain from using their position to unduly influence the deliberations or outcomes of commission, board and committee proceedings.

P. Positive Work Place Environment. Members will support the maintenance of a positive and constructive work place environment for Town employees and for citizens and businesses dealing with the Town. Members will recognize their special role in dealing with Town employees to in no way create the perception of inappropriate direction to staff.

Q. Implementation. As an expression of the standards of conduct for members expected by the Town, the Camp Verde Code of Ethics is intended to be self-enforcing. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions.

For this reason, ethical standards will be included in the regular orientations for candidates for Town Council, applicants to boards, commissions and committees, and newly elected and appointed officials.

PART III. COMPLIANCE AND ENFORCEMENT

Compliance and Enforcement. This resolution expresses standards of conduct expected for members of the Camp Verde Town Council, commissions, boards, and committees. Members themselves have the primary responsibility to assure that standards are understood and met,

and that the public can continue to have full confidence in the integrity of government.

The chairs of commissions, boards, and committees and the Mayor have the additional responsibility to intervene when actions of members that appear to be in violation of this resolution are brought to their attention. They will find out more details about the alleged conduct and present the Town Council with a memo detailing the findings. Any Town council member may then ask that the item be placed on the Council agenda.

The Town Council may impose sanctions on members whose conduct does not comply with the Town's standards, such as reprimand, formal censure, loss of seniority or committee assignment, or budget restrictions.

A violation of this resolution will not be considered a basis for challenging the validity of Council, commission, board, or committee decisions.

PASSED AND APPROVED by a majority vote of the Town Council of Camp Verde, Arizona, this 16 day of July 2003.

Approved as to Form:

Julie M. Kriegh v.l.
Julie M. Kriegh, Town Attorney

Date: July 16, 2003

Mitch Dickinson
Mitch Dickinson, Mayor

Attest:

Deborah Barber
Deborah Barber, Town Clerk

RESOLUTION 2000-447

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ESTABLISHING MEETING POLICIES AND PROCEDURES FOR COUNCIL AND ALL TOWN COMMISSIONS

WHEREAS, the Legislature has made substantial modifications to the Open Meeting Law (OML), ARS Sections 38-431 through 38-431.09, effective July 18, 2000, and

WHEREAS, changes in the law concerning executive sessions, meetings, open calls to the public and enforcement should be adopted by the Council as a policy and procedural directive to staff, and

WHEREAS, it would be in the best interest of the Town to adopt policies and procedures for meetings applicable not only to the Council but also its boards, commissions, and committees, collectively named "public bodies" herein,

NOW THEREFORE THE COUNCIL RESOLVES AS FOLLOWS:

1. Meetings. A meeting by less than a quorum of a public body is permissible under the OML, and is at times necessary to prepare for Town business or obtain information concerning pending or future agenda items. Violations of OML could occur if ideas are shared from a meeting of less than a quorum of members of a public body with intent to circumvent the OML, whether by one of the members attending, or an intermediary, such as a member of the staff, or a member of the public. Discussions concerning Town business that result in a quorum by whatever means must be done in a public meeting.
2. Calls to the Public. The OML now allows an open call to the public to allow individuals to address the public body on any issue within its jurisdiction, subject to reasonable time, place, and manner restrictions. Pursuant to Section 2-3-7.E, remarks shall be limited to 5 minutes, unless the Mayor or chair for good cause modifies the time limits. At the conclusion of the call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, or may ask that a matter be put on a future agenda.

The public body may not otherwise discuss or take legal action on matters raised. Public input will normally be allowed on all agenda items of the public body except the consent agenda, staff updates, reports by members of the public body, and advance approvals.

3. *Executive Sessions.* The Council may instruct its attorneys or representatives regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation. Agenda items in executive sessions must specifically refer to the matter as well as the statutory authority for the session, and minutes reflect the instructions given to the attorneys. To prevent the public from having to wait an indefinite period while an executive session is in progress, if the Council cannot comfortably fix a time to reconvene, the Council will wait until a special session is posted, or the next normal meeting date, to take action on the item.
4. *Current Events Summary.* The Mayor, chair, or Manager may recite a brief summary of current events without listing in the agenda the specific matters to be summarized, provided that the summary itself is listed on the agenda, and the public body does not propose, discuss, deliberate or take legal action on any of the matters, unless the matter was specifically listed in the summary for legal action.
5. *Enforcement.* The public body and staff will cooperate in written investigative demands by the County Attorney or Attorney General investigating a complaint of a violation of the OML, and supply the information requested by subpoena, written statements, and depositions. All requests shall come through and responses reviewed by the Town Attorney, or special counsel retained by the Council, to maintain the independence of the investigation. Under the expanded liability provisions of the OML, any person found violating the law, or knowingly aiding another to violate the law, may be ordered to pay a civil penalty not to exceed \$500 for each violation, and, in the case of a public officer, be removed from office and assessed attorneys fees and court costs.
6. *E-Mail.* A "meeting" under ARS 38-431.4 now includes gathering in person or through technological devices. This would mean e-mail or communications through wireless PDA

devices could constitute a meeting by members of the public body and/or staff, and is subject to the same policy as set forth in "meetings" above. E-mail communications between members of the public body concerning public business are also considered public records, and the originator will send a copy to the Town Clerk who will print a hard copy in a separate file for public inspection. E-mail cannot be used by staff or members of the public body to conduct straw polls on municipal issues, or discuss Town business by a quorum or more of its members. If e-mail is used by staff or members of a public body to distribute informational material or web sites, it should not be made with the intention of soliciting responses and deliberations on the topic. Whenever possible, e-mail should not be used to communicate with the Town Attorney concerning pending litigation or requests for legal advice.

7. Legal Opinions. If there is a legal issue concerning an agenda item, the Town Attorney or legal counsel may be requested by the Mayor, after direction by the Council, to provide a written opinion to Council, call for a vote for an executive session, or to discuss the matter with the interested Council member in private, rather than give impromptu opinions during the meeting. The Town Manager may also request a formal written opinion in advance of a meeting. This would not prevent the attorney from responding to questions on procedures, or explaining the provisions of forms or documents related to the agenda items.

- * 8. Correspondence. Procedure for handling correspondence will depend on which of the following categories are applicable:
- Incidental correspondence are routine items that do not set policy for the Town, such as acknowledging receipt of documents, public relations responses, letters of appreciation, and congratulations for special activities and events. Incidental correspondence will be answered by the Mayor, or such other member authorized by Council. Individual Council members may review the correspondence and comment to the Mayor on a particular response, or request a review by the full Council.
 - Policy correspondence is that which purports to set or explain Town official policy, such as letters of support, expressions of position or opinion, or assertions of

intent. It must first receive approval of a majority of the Council at a public meeting, and will then be signed by the Mayor, or such other member authorized by Council, on behalf of the Council.

- Implementation correspondence is that which implements a policy or position already established by the Council, such as continuing letters of support on legislation, positions on actions by other government agencies, responding to public information requests, and other administrative steps identified in the initial presentation of the issue and approved by the Council. It will be signed by the Mayor, or such other member authorized by Council, on behalf of the Council.

Each type of correspondence will be kept chronologically in a separate binder available for public inspection, and when possible, indexed by subject.

9. Agenda Format. The public bodies shall follow the form and sample detailed content as set forth in **Exhibit A**, which illustrates provisions of this resolution.

10. Mail Distribution. Upon receipt of mail addressed to the Town of Camp Verde, or the Council as a whole, it will be opened and copied to the Mayor and full Council. Upon receipt of mail addressed to the Mayor alone, or an individual Council member, the mail will be opened, date stamped, and copied. The original will be forwarded to the addressee, and the copies delivered one business day later to allow the addressee the courtesy of viewing the mail first. Nothing in this policy is intended to require the release of confidential correspondence as protected under State or Federal laws.

PASSED AND APPROVED by a majority vote of the Common Council at the regular meeting of August 16, 2000:


Barbara Miller, Mayor

Attest:


Debbie Barber, Town Clerk

Approved as to form:


Ronald C. Ramsey, Town Attorney

Exhibit "A"

AGENDA



Sample w/
explanations

REGULAR SESSION

MAYOR and
COMMON COUNCIL
of the
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main, Room #106
WEDNESDAY, JULY 19, 2000
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 so requests.**
 - a. **Approval of the Minutes:**
 - 1) Regular Session – July 5, 2000
 - b. **Set Next Meeting, Date and Time:**
 - 1) Work Session – July 20, 2000 at 4:30 p.m.
 - 2) Council Hears Planning & Zoning – July 26, 2000 at 6:30 p.m.
 - 3) Regular Session – August 2, 2000 at 6:30 p.m.
 - 4) Work Session – August 9, 2000 at 6:30 p.m.
 - 5) Regular Session – August 16, 2000 at 6:30 p.m.
 - 6) Council Hears Planning & Zoning – August 23, 2000 at 6:30 p.m.
 - 7) Special Session (Community Outreach) – August 30, 2000 at 6:30 p.m.
 - c. **Approval of Chamber Quarterly draw-down in the amount of \$11,250**
5. **Call to the Public for Items not on the Agenda**

Council may NOT respond or enter into discussion with the public on any item that is not specifically listed on the Agenda. Council may listen to the person, direct staff to check into a matter, or request that it be heard at a future meeting. Council members are permitted to respond to a criticism.

Please note: The Clerk's Office makes every attempt to provide a complete Agenda packet for public review. However, it is not always possible to include all information in the packet. You are encouraged to check with the Clerk's Office prior to a meeting for copies of supporting documentation, if any that were unavailable at the time Agenda packets were prepared.

Public input is invited on the following items:

6. **Possible Approval of the Annual Agreement between the Town of Camp Verde and the Verde Valley Humane Society**
7. **Selection of Activity from the following list for the Transportation Enhancement Funding Application and Authorization to submit Application and Sign Contract and Related Documents:**
 - a. **Hollamon/Cliffs Parkway Bike Path and Sidewalks (prior application);**

- b. Apache Trail/Garner Lane/Camp Lincoln Road Bike Path and Sidewalks;
- c. Montezuma Castle Highway Bike Path Extension to I-17; and
- d. Woods Street/ Nichols Street Bike Path
- 8. Possible Removal of the P&Z Designation from the 4th Wednesday Meeting (Mayor Miller requested this item.)
- 9. Possible Approval of Ordinance 2000-A158, Modifying Regular Council Meeting Dates, Times and Location
- 10. Possible Approval of Job Descriptions for the Manager and Finance Director

Mayor Miller requested the following item(s):

- 11. Possible Approval of Letter of Support Approving Camp Verde Cavalry's Historic Mail Trail (See Item #15.)

Residents are encouraged to comment about any matter not included on the agenda. State law prevents the Council from taking any action on items not on the agenda, except to set them for Consideration at a future date.

- 12. Call to the Public for Items not on the Agenda
(See item #5)

- 13. Advanced Approvals (All expenditures are budgeted items unless otherwise noted.)
(The item(s) and action to be taken must be specifically listed.)

- 14. Manager/Staff Report
(The items(s) to be discussed other than current events must be specifically listed.)

15. Council Comments, Informational Reports, and Activity Updates

- a) ~~Discussion and Possible Action on Mayor's Correspondence~~
Approval of the Camp Verde Cavalry request for letter of endorsement for the organization's efforts to reestablish the original mail trail.
 - a. Impact on Tourism
 - b. Location of Original Trail
 - c. Tribute to Mail Carriers

* Nothing other than the 3 items listed may be discussed.

Each item of correspondence must be listed. There can be no discussion on the item, except to request a future Agenda item. We can include a copy of the letter in the packet, but you may not discuss the contents of the letter unless it is specifically listed. For eg: The Mayor receives a letter requesting support. Council may not discuss whether or not approve the request unless it is listed on the Agenda; otherwise, you may request it to be discussed/considered at a future meeting. Each item in the letter that will be discussed must also be listed on the Agenda. Note: Action can be taken on an item that is listed on the Agenda.

- b) Agenda Item(s) Requests *REMINDER: Agenda items must also be submitted on Request Form.

Council Comments, Informational Reports and Activity Updates: The new law permits reports on current events only. For example this would be permitted: Ft. Verde Days celebration begins in October. You may not report on committee activities unless they are listed on the agenda. You may include a written report for the packet; however there can be no discussion unless each item is specifically listed. For example: Tony wishes to report on water committee activities, and he wishes to let the public know that a vital report will be released in a short time, that he has been selected as the Chairperson, and that a meeting will be held next week. Each of the items that he wishes to

discuss must be listed separately on the Agenda. As a reminder: Agendas must be posted by 5:00 p.m. at least 24 hours before the meeting. This also includes Supplements or Revisions to the Agenda.

16. **Discussion concerning and Possible Appointment of Civil Hearing Officer** (Council may vote to go into executive session per ARS §38-431.03 (A)(1) and then resume this item.)
17. **Discussion and Possible Direction to Staff concerning Acquisition of the Mattress Shop located at 375 S. Main Street, Parcel #404-22-123** (Council may vote to go into executive session per ARS §38-431.03 (A)(7) and then resume this item.)
18. **Adjournment**

Posted by: _____ Date/Time: _____

Note: Pursuant to A.R.S. §38-431.03.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.

7

RESOLUTION 99-432

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA ESTABLISHING COUNCIL MEETING AGENDA PROCEDURES

WHEREAS, Section 2-3-6.A of the code of the Town of Camp Verde now provides for preparation of the council meeting agendas by the manager in consultation with the Mayor, and to distribute copies with the necessary reports and materials to council members, and

WHEREAS, it would be in the best interest of the public, staff, and council members to adopt a standard procedure for agenda preparation and format

**NOW THEREFORE THE MAYOR AND COMMON COUNCIL OF THE
TOWN OF CAMP VERDE RESOLVE TO ADOPT THE FOLLOWING
AGENDA PROCEDURES:**

1. Agendas will be final and posted no later than noon the previous Friday for a regular Wednesday council meeting, and in all other meetings at least 3 working days in advance, to allow preparation and distribution of the agenda packets to the council, staff, and public.
2. There will be a standard agenda item allowing council members or the Manager to request agenda items for the next regular session. This method will be preferred over informal contacts by the council members with the Manager or Mayor to place new items on the agenda. Items added by council members will not be open for discussion until properly noticed and listed at a future agenda.
3. All items placed on the agenda by a council member will be open for public input.
4. When an agenda is prepared, it will indicate the name of the sponsoring council member, who will be called upon by the Mayor to present the item for discussion. Immediately after its introduction, the Mayor will then call on staff for any input, recommendations, or research. If designated, the item will then be open for public input, and brought back to the council for any action.
5. If requested by the Mayor or Manager, the Town Attorney shall review the legal sufficiency of an agenda item or its description prior to posting.

6. Placement of agenda items in an emergency, such as last-minute requests for action from another municipality or agency, or deadlines for grant applications, may be done by the Manager or Mayor.
7. If the Manager request an agenda item outside of a regular session, it shall be done "in consultation with the Mayor" as the present code requires.
8. Council members are cautioned that when they receive agenda packets to discuss the contents only with the Manager or staff, and not other council members, to ensure that all deliberations on the items are conducted in open public meetings.
9. Not all actions suggested by the public or a council members are appropriate for Council action. An item may already be under review by staff, or may be the jurisdiction of another governmental agency, or it may be an item concerning court proceedings that are independent of legislative intervention and provide their own avenues for appeal and relief.
10. *Call to the public for items not on the agenda will be a standard agenda item placed both at the beginning and at the end of the proceedings, just after the consent agenda and, before the Manager's Report and the call for setting future agendas. The Mayor may consider the request to determine if it is appropriate for council action pursuant to these guidelines, and may then request staff to investigate and report on the item, and/or set it for a future agenda for action by the council. As with items requested by council members, discussion is not permitted until the item is brought up on a future council agenda.*
11. The manager may add the following notice to appropriate agendas:

"Pursuant to ARS 38-431.03.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. "
12. This resolution replaces Resolution 98-403 passed by the Council on July 1, 1998.

PASSED AND APPROVED by majority vote of the Common Council at the regular meeting of November 17, 1999:

 **Barbara Miller, Mayor**