

AGENDA



**REGULAR SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street, Room #106
WEDNESDAY, MARCH 21, 2007
at 6:30 P.M.**

1. **Call to Order**

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

2. **Roll Call**

3. **Pledge of Allegiance**

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

a) **Approval of the Minutes:**

- 1) March 7, 2007 – Regular Session
- 2) March 7, 2007 – Executive Session
- 3) February 28, 2007 – Regular Session

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

- 1) Council Hears Planning & Zoning – March 28, 2007 at 6:30 p.m.
- 2) Regular Session – April 4, 2007 at 6:30 p.m.
- 3) Regular Session – April 18, 2007 at 6:30 p.m.
- 4) Council Hears Planning & Zoning – April 25, 2007 at 6:30 p.m.

c) **Possible approval of Resolution 2007-720, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, declaring and adopting the results of the Primary Election held on March 13, 2007.**

d) **Possible acceptance of Bill Carter's resignation from the Housing Commission.**

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

6. **Presentation on the State Lake Improvement Fund grant (Black Bridge Park) followed by discussion, consideration, and possible direction to staff on how to proceed with this project.**

7. **Discussion, consideration, and possible approval of a 60/40 split of alcohol sales with the Verde Valley Rangers Sheriff's Posse at the following events: Crawdad Festival, Cornfest, Block Party, Pioneer Days, and Ft. Verde Days.**

8. **Discussion, consideration, and possible approval of approval of the amended Exhibit A, Administrative Services 2007 Fee Schedule as established by Resolution 2007-718, revising the Parks & Recreation Fee Schedule, adding a \$10.00 fee for use of electric at the Ramada, Gazebo, and Butler Park.**

9. **Discussion, consideration, and possible direction to staff regarding a proposal for the Town to exchange Butler Park for the 10 acres in Simonton Ranch which is currently dedicated to the Camp Verde Unified School District. Note: Council may vote to go into Executive Session pursuant to ARS §38-431.03.A3, A.4, and A.7 for legal advice with the Town Attorney; discussion or consultation with the attorney in order to consider Council's position and**

instruct the attorney regarding contracts that are the subject of negotiations; and discussions or consultation with designated representatives in order to consider Council's position and instruct representatives regarding negotiations for the purchase, sale, or lease of real property.

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

There will be no Public Input on the following items:

11. **Advanced Approvals of Town Expenditures**

a) **There are no advanced approvals.**

12. **Manager/Staff Report**

13. **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.

14. **Adjournment**

Posted by: *O Jones*

Date/Time: *3-16-07* *9:10 a.m.*

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

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

**MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
WEDNESDAY, MARCH 7, 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 6:31 p.m.

2. **Roll Call**

Mayor Gioia, Councilors Smith, Baker, Kovacovich, Parrish and Parry were present; Vice Mayor Hauser was absent due to family illness.

Also Present: Town Manager Bill Lee, Town Attorney Bill Sims, Finance Director Dane Bullard, Community Development Director Nancy Buckel, Parks & Rec Director Lynda Moore, Town Clerk Debbie Barber, 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 Council requests.

a) **Approval of the Minutes:**

1) February 21, 2007 – Regular Session

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

1) Regular Session – March 21, 2007 at 6:30 p.m.

2) Council Hears Planning & Zoning – March 28, 2007 at 6:30 p.m.

3) Regular Session – April 4, 2007 at 6:30 p.m.

4) Regular Session – April 18, 2007 at 6:30 p.m.

5) Council Hears Planning & Zoning – April 25, 2007 at 6:30 p.m.

c) **Possible approval of the Design Review Board appointment schedule for Design Review Board Members to staggered terms consisting of two-year and three-year appointments.**

On a motion by Baker, seconded by Kovacovich, 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. **Presentation of a Certificate of Recognition to the Camp Verde Cowboy's Wrestling Team to honor their State Championship victory.**

There was no action taken.

Mayor Gioia opened the subject presentation, saying that the team has brought honor to the Town, and that the Council is extremely proud of them. Coach **Bob Weir** then called the members of the team and the other coaches, as well as the managers, to the podium and outlined the accomplishments of each individual. Coach Weir also thanked the Council and the Yavapai-Apache Nation for their financial help and support.

Gioia presented the Certificate of Recognition to Coach Weir for the team, and reiterated the feeling of extreme pride that the Town has in them. Coach Weir added that the team is ranked No. 3 in the nation, possibly No. 2, and is bringing national recognition for the Town of Camp Verde and the High School. It was acknowledged that the team could not have done what they have done without the support of the Yavapai-Apache Nation as well.

7. **Presentation of a Certificate of Appreciation to the Camp Verde High School Key Club in recognition of their community service activities.**

There was no action taken.

Gioia said that the Certificate of Appreciation is in recognition of the activities of the Key Club in service to the community, and listed some of those activities. **Bob Weir** explained that the Key Club is part of the Builders' Club which is the high school version of Kiwanis, and reviewed some of the ongoing projects that the Club is involved in.

Gioia presented the Certificate of Appreciation to Weir, commenting that these young folks will be the leaders of tomorrow, as well as the leaders of today. Gioia expressed the appreciation of the Council for their service to the community, and added that some of them will be sitting in the Council spots in a few years.

8. **Yavapai Apache Nation Chairman Jamie Fullmer will update the Council on the Nation's activities and will present a check in the amount of \$47,221.50 to the Town as a contribution from the Cliff Castle Gaming Facility, pursuant to Section 12(d)(1) of the Tribal-State Gaming Compact.**

There was no action taken.

Chairman Jamie Fullmer invited the Tribal Council members who were present to join him at the podium, where they introduced themselves. Fullmer reviewed the importance of the partnership with the Town over the last decade, and the importance of the shared resources. Fullmer requested that the Town allocate and prioritize that 40% of the \$47,221.50 go to the Parks & Recreation youth programs; 30% go to the Camp Verde schools Native American Clubs; and 30% go to whatever priority the Town of Camp Verde choose, which historically has always been infrastructure. Fullmer acknowledged the financial demands of growth for both the Nation and the Town, adding that one of the goals of the Nation is affordable housing, much like the goal of the Town for its community.

Fullmer presented the subject check to Gioia; the Council members stepped down from their seats to personally thank the Chairman and his Council members. Gioia also gave an update on the sewer expansion efforts using funds that the Nation has previously shared with the Town honoring the request that the funds go towards infrastructure.

9. **Possible approval of the amended Exhibit A, Administrative Services 2007 Fee Schedule as established by Resolution 2007-718, adding miscellaneous building permit fee schedule for projects required to have a permit but not currently covered in the valuation chart from the Building & Safety Journal.**

On a motion by Parry, seconded by Baker, the Council voted 5-1 to approve the amended Exhibit A, Administrative Services 2007 Fee Schedule as established by Resolution 2007-718, adding miscellaneous building permit fee schedule for projects required to have a permit but not currently covered in the valuation chart from the Building & Safety Journal; with a 'no' vote by Parrish.

Community Development Director Buckel reviewed the Fee Schedule, together with detailed examples of the basis for arriving at a Building Permit fee, addressing in particular the Miscellaneous Fees. Buckel said that the schedules that were adopted were either established from prior adoptions from the '97 UBC Administrative Code, or the Building Safety Journal that deals with all structure types. Buckel went through two examples of the calculations performed to

arrive at valuation of a structure, and from there to determine the Building Permit fee, which is a combination of the building fee, the plan review fee and zoning clearance.

The Council discussion included one comment on the complexity of the calculations, an observation that the fees charged appear to be fair, and Buckel confirmed the need for building inspections, which stem from a health and safety issue, not only for the current property owner but for future owners.

There was no public input.

10. **Discussion, consideration, and possible approval to purchase equipment, software, and service for the following:**
- a. **Networking, software licenses for ArcGIS 9.2 - & permitting software - \$80,000 budget in the CIP;**
 - b. **File Label software -- less than \$10,000 (unbudgeted); and**
 - c. **Retain a consultant to assess department needs and prepare a RFP for permitting software -- less than \$10,000, with \$4,000 coming from CIP.**

A motion by Parry, seconded by Gioia, to continue the item **failed** by a 3-3 vote, with 'no' votes by Smith, Baker and Kovacovich.

A motion by Smith, seconded by Baker, to approve the purchase of equipment, software and service for the following: (a) Network, software licenses for ArcGIS 9.2 - & permitting software - \$80,000 budget in the CIP; (b) File label software -- \$10,000 or less (unbudgeted); and (c) Retain a consultant to assess department needs and prepare an RFP for permitting software -- less than \$10,000 with \$4,000 coming from CIP, **failed** by a 3-3 vote, with 'no' votes by Gioia, Parrish and Parry.

Buckel told the Council that she is aware that the projected building permits have not come in, but the requested purchase of equipment is important for the department to continue operating as it has; the department is not equipped to handle the onslaught of building permits that will be starting when the sewer comes in. Buckel outlined how the equipment, with the input from the consultant, will make the most effective use of staff time and teamwork through all phases of developments and building and that the technology will allow staff to serve the citizens in the most efficient manner.

The Council discussed the proposed purchase of equipment; Buckel confirmed that the overall budget for her three departments is well within the range they should be. There was some objection to the proposed expenditure based on the Town's commitment of the financial support to the Sewer District that will require some cost-cutting measures to support that commitment. The proposed equipment was acknowledged as a way to increase efficiency in the department and provide better service to the community; however, it was pointed out that the Town is still working its way through financing the unbudgeted \$2.3 million to support the Sewer District. There was further discussion, alternatively supporting the purchase of the equipment or objecting to the expenditure. Bullard expressed his opinion that there will be some other projects that may have to be delayed for a year or two until the sales tax revenue is up and going, and the proposed purchase is a significant factor in trying to determine how much revenue can be freed up for the bonding issue. Sims suggested that another factor to consider is the future growth that will come from the sewer expansion and the need for the Town to be ready for the problem of the building permits; he believes the Code revisions can wait until the issues created by Proposition 207 are resolved, and that budgeted \$75,000 can go toward the equipment now. The Council discussed other options for coming up with the funding without going into the CIP budget because of the bonding issue, with a final suggestion to continue this item for a month or two in order to not create any problem with the sewer at this time.

There was no public input.

11. **Discussion, consideration, and possible authorization to advertise for a administrative assistant to provide support for the recently approved Home Rehabilitation Grant from the Arizona Department of Housing and to provide assistance for other ongoing housing and neighborhood revitalization efforts. This is an unbudgeted item; however, the Home Rehabilitation Grant for ADOH includes \$35,000 for administration costs that could be used to offset wages for a housing assistant.**

A motion by Gioia, seconded by Parry, that Council delay consideration of this item until full budget sessions in order to discuss the entire department, **failed** by a 3-3 vote, with 'no' votes by Smith, Baker and Kovacovich.

A motion by Baker, seconded by Smith, to authorize advertising for an administrative assistant to provide support for the Home Rehabilitation Grant from Arizona Department of Housing; the funds will be \$35,000 to hire a part-time person 30 hours a week in the amount of \$22,852.23 to provide grant support for the Director, the remainder of the \$35,000 to be used for other grant issues, **failed** by a 3-3 vote, with 'no' votes by Gioia, Parrish and Parry.

Housing Director Matt Morris made a Power Point presentation outlining the duties of the Director in connection with neighborhood revitalization projects and current efforts on several programs as well as the responsibilities in administering the State Housing Fund Grant. Morris reviewed also assisting with the Planning Department activities, and implementing the new Design Review Ordinance and getting a Review Board in place. Morris said that the Housing Department has less than one employee and a lot of challenging tasks ahead. He explained that the Grant includes \$35,000 to cover administrative costs, and outlined his proposal to use a portion of that amount to hire a part-time administrative assistant to help with the increasingly overwhelming activities required, with the remainder to cover other administrative costs. The proposal and request presented by Morris were discussed at length by the Council, with appreciation for the work he is doing, but there was a reminder regarding the decision during the last budget session not to hire any new employees, with some departments even offering to make certain sacrifices. The argument in favor of hiring the employee was basically that the funding would be coming from the grant money, and the additional help will assist in applying for more grant funds that are available out there. One objection to hiring a new employee based on temporary grant funding was voiced that once an employee is hired, it is difficult to let them go when the funding runs out. There was further argument that Morris needs help, and the Council should recognize the demands made on him and support his request for that help; losing out on grants means the Town is losing money. It was suggested that Council delay consideration of the request until the full budget sessions coming up so that the entire department can be fully discussed, and that Morris detail his proposals for expansion and the availability of the funds that can be applied for.

There was no public input.

- 11.A DISCUSSION, CONSIDERATION, AND POSSIBLE DIRECTION TO STAFF REGARDING THE POSSIBLE DISSOLUTION OF THE CAMP VERDE SANITARY DISTRICT, THE ACQUISITION OF THE SANITARY DISTRICT'S ASSETS BY THE TOWN, THE FUNDING OPTIONS FOR THE CONSTRUCTION OF NEW SANITARY DISTRICT FACILITIES, AND AN INTERGOVERNMENTAL AGREEMENT WITH THE CAMP VERDE SANITARY DISTRICT.** NOTE: COUNCIL MAY VOTE TO GO INTO EXECUTIVE SESSION PURSUANT TO ARS §38-431.03A.3 FOR DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY AND ARS §38-431.03A.4 FOR DISCUSSION OR CONSULTATION WITH THE ATTORNEY IN ORDER TO CONSIDER COUNCIL'S POSITION REGARDING CONTRACTS THAT ARE THE SUBJECT OF NEGOTIATIONS.

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

Town Attorney Sims referred to the two different drafts of an Intergovernmental Agreement that he had prepared. They represent two different approaches to negotiating with the Sanitary

District. Sims said he would request the opportunity to discuss in Executive Session the pluses and minuses of each of the approaches. Sims said that discussions with Mr. Witt and his counsel and several consultants with a significant advance to where the Sanitary District is about to issue a solicitation for bids for the third of three components, the largest one being the treatment plant. There have been some creative approaches to financing; Sims said that in Executive Session he can explain the options on the two alternatives, adding that no commitments have yet been made on behalf of the Town.

Rob Witt said that significant progress has been made in identifying some of the issues, including Rural Metro's commitment to funding, which Witt explained in detail. With the Town's commitment tonight on one of the two options, the District's bond counsel will be able to issue the opinion that the District can go out for the bid, after which the bids would be opened on March 29th as discussed.

Sims said the legal issues will be how the Town will characterize the conveyance of some portion of the \$2.3 million that was discussed at the last Council meeting, and Sims outlined some of the considerations to be addressed. The Executive Session is necessary in order to walk the Council through the options and possibly take action.

There was no public input.

- 11.B DISCUSSION, CONSIDERATION, AND POSSIBLE DIRECTION TO STAFF REGARDING TAMMY DEROCHEY V. TOWN OF CAMP VERDE.** NOTE: COUNCIL MAY VOTE TO GO INTO EXECUTIVE SESSION PURSUANT TO ARS §38-431.03A.3 FOR DISCUSSION OR CONSULTATION FOR LEGAL ADVICE WITH THE ATTORNEY AND ARS §38-431.03A.4 FOR DISCUSSION OR CONSULTATION WITH THE ATTORNEY IN ORDER TO CONSIDER COUNCIL'S POSITION REGARDING CONTRACTS THAT ARE THE SUBJECT OF NEGOTIATIONS, IN PENDING OR CONTEMPLATED LITIGATION OR IN SETTLEMENT DISCUSSIONS IN ORDER TO AVOID OR RESOLVE LITIGATION.

There was no public input.

(Note: Items 12 through 15 were addressed prior to going into Executive Session.)

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

There was no public input.

- 13. Advanced Approvals of Town Expenditures**

- a) There are no advanced approvals.**

There were no advanced approvals of Town expenditures.

- 14. Manager/Staff Report**

There was no Manager/Staff Report.

- 15. Council Informational Reports**

Parrish requested that staff research whether a resident can legally maintain a 10,000-volt electric fence, as reported in a recent newspaper article.

Gioia reported on a Mayors & Managers meeting held today; a number of items were discussed including a leadership program being headed up by the Manager of Clarkdale. Gioia said it would be a great opportunity for important training for employees, Commissioners, and Council members from cities and towns in our area. Final planning remains to be completed. The two proposed pipelines were also discussed. Gioia offered a Happy 90th Birthday greeting to Dorothy Kaiser.

A recess was called at 8:51 p.m. to go into Executive Session; the meeting was called back to order at 10:00 p.m.

16. **Adjournment**

On a motion by Baker, seconded by Gioia, the meeting was adjourned at 10:00 p.m.

Tony Gioia, Mayor

Margaret Harper, Recording Secretary

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on the 7th day of March 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
COUNCIL HEARS PLANNING & ZONING
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
WEDNESDAY, FEBRUARY 28, 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, Councilors Smith, Baker, Kovacovich, Parrish and Parry were present; Vice Mayor Hauser was absent due to family illness.

Also Present: Community Development Director Nancy Buckel, Town Manager Bill Lee, Town Attorney Bill Sims (by telephone conference), Finance Director Dane Bullard, Affordable Housing Director Matt Morris, Library Director Gerry Laurito, and Recording Secretary Margaret Harper.

3. Pledge of Allegiance

The Pledge was led by Parry.

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) There are no minutes for approval.

b) Set Next Meeting, Date and Time:

1) Regular Session – March 7, 2007 at 6:30 p.m.

2) Regular Session – March 21, 2007 at 6:30 p.m.

3) Council Hears Planning & Zoning – March 28, 2007 at 6:30 p.m.

c) Possible approval of the amended Exhibit A, Administrative Services 2007 Fee Schedule as established by Resolution 2007-718, adding miscellaneous building permit fee schedule for projects required to have a permit but not currently covered in the valuation chart from the Building & Safety Journal.

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

Councilor Parry requested that Item 4c) be pulled.

4.c) Possible approval of the amended Exhibit A, Administrative Services 2007 Fee Schedule as established by Resolution 2007-718, adding miscellaneous building permit fee schedule for projects required to have a permit but not currently covered in the valuation chart from the Building & Safety

On a motion by Gioia, seconded by Baker, the Council voted unanimously to continue Item 4c) to an appropriate session for further study.

Director Buckel explained that the subject fees were compiled by the department Administrative Assistants who issue permits, based on input from the County and other area municipalities. Buckel said the indicated amounts are basically routinely being charged, with no complaints from contractors; the intent is to have them now be set forth in writing in order to be consistent. After discussion, the item was continued to an appropriate meeting at which time the Permit Techs will be present to outline their research and provide their worksheets used for the resulting determination of the fees.

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

Barbara Miller requested that Item 6 be heard next in order to accommodate the young folks who were present . *Mayor Gioia said that it would be in order to address Item 5A next, and it was agreed to then move to Item 6.*

There was no further public input.

5A. **PRESENTATION OF A CERTIFICATE OF APPRECIATION TO THE CAMP VERDE MIDDLE SCHOOL BUILDER'S CLUB IN RECOGNITION OF THEIR COMMUNITY SERVICE ACTIVITIES.**

There was no action taken.

Mayor Gioia expressed appreciation for the great things the Builders Club has been doing for the community; Sara Chagolla, Megan Teague and Ashley Ross, after distributing brochures, reviewed the variety of community service activities of the Builders Club and the Lighthouse Foundation, together with further input from Daria Weir. Mayor Gioia then presented the Certificate of Appreciation in recognition of their community service activities.

5B. **PRESENTATION OF A PROPOSED DEVELOPMENT FOR THE 5-ACRE PARCEL LOCATED ON CLIFFS PARKWAY THAT WAS DONATED FOR THE BENEFIT OF THE LIBRARY, FOLLOWED BY DISCUSSION, CONSIDERATION, AND POSSIBLE DIRECTION TO STAFF TO RESEARCH THE MATTER FURTHER.**

On a motion by Gioia, seconded by Baker, the Council voted unanimously to pass the proposal to the Housing and the Library Commissions for their discussion, and to bring back recommendations to the Council on their decisions on the library site and/or building.

Mayor Gioia explained that he had met with a representative of a church who had a suggestion for the subject property, and that the proposal may resolve a number of the issues that have arisen over the location and building of the new Library. Gioia said he hopes that Council will choose to refer to the Library Commission and that the Library Endowment will consider it. Gioia outlined several benefits of an exchange of properties proposed by the church that could result in the Library being built on one-half of the five acres and the church on the remainder, as one option. The exchange would also give the Town 2-1/2 acres of industrial property to sell to help fund the construction of the Library; if the Library were not built on the Cliffs property, then that 2-1/2 acres could be sold for additional funding.

The representative from the church, Mr. Gardner, gave a presentation, displaying a conceptual drawing of the proposal to show it would be possible to build both the Library and the church on the five-acre parcel, and explaining the details of the proposed exchange and the potential financial benefits to the Town.

There was some concern expressed by members basically opposing what was perceived as a premature presentation to the Council, in essence circumventing accepted procedures and participation of the Library and Housing Commissions as well as staff. Gioia reiterated his prefacing statement regarding his hope that the Council would choose to refer the matter to the Commissions for them to entertain the idea and then bring it back to Council. There was some discussion also about the proposal for affordable housing on the five-acre parcel and problems coming from all sides on the Library issue, as well as the potential for the subject proposal to resolve some of the concerns, as one possibility. The public was then invited to share their views.

PUBLIC INPUT

(Comments from the following individuals are summarized as follows.)

Barbara Miller outlined the history of the many studies the Town had, including public hearings, on the intent of the community to revitalize the downtown, a vital part of which was locating the Library downtown; she cannot understand why that location seems to be a big surprise now. Ms. Miller believes that there were no strings attached to the donation of the five acres, or

documented; the Library is vital to the downtown location. The Town cannot control what realtors tell potential buyers.

John McReynolds, of the Housing Commission, said he understood that the Library would be located downtown; as for the "affordable housing" term, he said it should be recognized as "attainable housing," which is needed and which is good for the community.

Tom Neilson observed that the Library at the Cliffs property would be too far out of town; he suggested using the old Marshal's property which would save a lot of money, and to build a one-story Library.

John Crane said he was on the Library Commission when the recommendation was made and accepted by the Council, and the proceeds of the five acres pledged to the Library. Mr. Crane said the Council is obligated to put the five acres to the highest and best use, and suggested a rezoning to make the land more valuable.

Jim Ash, Treasurer of the Camp Verde Library Endowment, totally agreed with the comment about following proper procedure. He said building the Library downtown along with Town Hall will not happen for years; a member of the Endowment has researched building the Library on the present site and followed procedure by giving her initial presentation to the Commission.

Scott Simonton, in response to comments about his donation of the five acres, explained the background of his contacts with the Library Director and other members of the Library Commission and his agreement to participate and give back to the community by donating the property originally as the Library site. Mr. Simonton said that in response to subsequent contacts with staff and Council he eliminated from the final plat and donation of the parcel any reference to a specific use.

Robert Johnson suggested constructing a building next to the existing library in line with what the Town can afford.

Jim Long, a member of the Library Commission, questioned the proposal of the land exchange; he heard a presentation at the Commission's last meeting regarding building the Library where it is now. Mr. Long said he needs to know solid facts in order to make any recommendation to the Council as to what the community wants.

Perry Haddon suggested that a church is a good neighbor; a shared parking lot would make good sense.

Mitch Dickinson shared his observations from his concern of wanting both the Town and the Library to get a good deal, and reviewed past meetings leading to selection of the Master Plan Townsite as the location for the Library and the assumption that the five acres would be sold with the funds going towards the Library. Dickinson advocated patience, that completion of the sewer project would bring in tax monies, and the proposed Library could be built as planned.

Linda Harkness said she has been working on alternate cost-saving methods of putting up the Library; she is concerned about the proposed land trade resulting in additional funds required from the Town, and less money for the Library from the sale of only 2-1/2 acres.

Norma Garrison said she had understood there was complete agreement regarding location of the Library. She cited wording from Title 9-419(b), specifying the town's power to authorize use of land belonging to the town for the purpose of "erecting or maintaining a building to be used only for a public library and reading room," and requested someone to address the legality of including Town offices in the proposed building. *Attorney Sims (by telephone) said that he believes the intent of the statute that was adopted in 1901 was to prevent earlier jurisdictions to*

use town or city funds to erect a public and then allow commercial services as well; he does not believe it would prevent a joint sharing of space, but will research the issue further.

Lisa Mina, Chairperson of the Library Commission, said that the Commission is hoping to have a Work Session next week to review the existing issues and invited public to attend and give their input.

Robert Johnson reminded the Council of the many other irons in the fire at this time that will cost money, such as the Water Company, the new Park; all the money to be collected will not go to the Library.

Tony Varella objected to what the diagram illustrated from the standpoint of traffic in that area; he said to just sell the property, make a park there, but not just hang onto it.

Art Coppinger said he agrees that there are certain procedures to be follows, but does not believe there was any intent to circumvent the proper channels; the proposal is just presented as an option as another possible financial benefit to the Town.

Lynn Peterson said she is totally opposed to low-income housing; the residents were initially told by the Sales Office that the land was supposed to be for the Library; she feels betrayed, wants some kind of recourse, and does not want it to be a done deal without having any say in it or not to have it disclosed. *Mayor Gioia said that the newspapers had reported on the whole progression; the Town records reflect the public meetings and Council actions; what she had been told by someone else was not the responsibility of the Town. John Stevens spoke up to tell Ms. Peterson that she had recourse, and that is in the courts. Bob Johnson suggested writing Letters to the Editor.*

Scott Simonton added that all of the proceedings took place in open forum, all the discussions, questions, and requests. Universal Homes was certainly aware of the proceedings and has responsibility for any misinformation coming from any employee or agent of Universal Homes.

Carol Sanguinetti on the Board of The Views said she personally was not told the five-acre property was going to be a Library; the Board is working on what to do about the misinformation and she does not believe the Town is responsible for that. The main concern is the issue of proposing affordable housing for that property and the effect on property values; she believes that building only for a specific class of buyers would be discriminatory and illegal. However, if that were possible, there might be a lot more support.

There was no further public input.

Mayor Gioia referred to the ongoing discussions among the various Commissions and community groups on where the Library should be and the use of the five acres, explaining that the intent of presenting the subject proposal as an alternate option was to then refer it, after initial review by the Council, to the appropriate Commission for a thorough review and recommendation back to Council.

A recess was called at 9:36 p.m.; the meeting was called back to order at 9:44 p.m.

5C. DISCUSSION, CONSIDERATION, AND POSSIBLE APPROVAL TO COMMIT THE TOWN OF CAMP VERDE TO \$2.3 MILLION DOLLARS TO ASSIST THE SANITARY DISTRICT WITH COMPLETION OF CONTRACTS #1, 2, AND 3 AND TO DIRECT STAFF TO RESEARCH POSSIBLE FUNDING OPTIONS AND TO INCLUDE AN INTERGOVERNMENTAL AGREEMENT WITH THE SANITARY DISTRICT.

On a motion by Baker, seconded by Smith, the Council voted unanimously TO APPROVE TO COMMIT THE TOWN OF CAMP VERDE TO \$2.3 MILLION DOLLARS TO ASSIST THE SANITARY DISTRICT WITH COMPLETION OF CONTRACTS #1, 2, AND 3 AND TO DIRECT STAFF TO

RESEARCH POSSIBLE FUNDING OPTIONS AND TO INCLUDE AN INTERGOVERNMENTAL AGREEMENT WITH THE SANITARY DISTRICT.

On a motion by Baker, seconded by Smith, the Council voted unanimously to amend the original motion to include the provision "**not to exceed** \$2.3 million dollars".

Mayor Gioia first called for a show of hands from anyone doubting the necessity of the Town helping to facilitate the Sewer District; there was no response. Baker, after calling a Point of Order, explained that the item had been added to the Agenda in response to the last Council meeting, that this was the time for the Town to step forward, take action, and do all that it can to facilitate the progress of the expansion project; the item had not been added as an effort to convince anyone of the necessity to do all possible to proceed with haste; the community is in agreement.

Rob Witt, Sanitary District Chairman, outlined the status of its efforts to complete the sewer system and be able to provide the service to the community and to provide the service crucial to economic development. With the backing of the Town in committing the requested \$2.3 million, the Sewer District anticipates being able to generate the remaining funding needed since that would be a necessary major source of funds; Witt explained the urgent time schedule and the decision to go back out to bid on one phase. Finance Director **Dane Bullard** advised Council that staff has been following through with the instructions from the last meeting; he confirmed that the Town is able fiscally to contribute the requested amount, and together with input from Town Attorney Sims, reviewed the steps necessary to coordinate with the Sewer District and move the project forward. Witt said that contributions have been requested from several businesses; the participation of the Town will encourage them to make strong commitments.

During a brief discussion, members pointed out the benefits to the Town, the citizens, the economy and the ecology, with some concern expressed about a lack of specific facts and figures, as well as the general agreement that the Town needs to see progress now; promises need to be kept.

PUBLIC INPUT

(Comments from the following individuals are summarized as follows.)

Jim Ash warned that the leaching from the septic systems into the river will inevitably bring the EPA into the issue and the Town will have no choice at that time and will be at the mercy of the contractors.

Harry Duke said the Council has a chance to hit a home run for this community; the sewer is essential for growth, revenue and all Town amenities.

Paul Clawson acknowledged that \$2.3 million is a serious amount of money, and cautioned the Council to very carefully weigh out the options before a final decision is made.

Barbara Miller pointed out the issue of the residents who have paid for years and still do not have the service, and the long-time big problem of the septic tanks. The businesses being asked for contributions have been helping to support the Town for a number of years already; they need to be supported now.

Norma Garrison said she is hopeful that the Sewer District will get a much better bid this time and hopeful that they will keep trying to get contributions, and suggested that the motion on the table be amended to specify "up to \$2.3 million" so that the Town will only be committed to what is actually needed.

Robert Johnson questioned how far out the sewer will extend and will it include the Simonton development.

John McReynolds commented that the sewer will totally change Camp Verde and his business; he will face the competition and looks forward to getting the sewer.

There was no further public input.

There was comment from the Council assuring the community of its consistent emphasis on being frugal; Finance Director reviewed for the public the issue of bonding the revenue and confirming how the payments will be made, and taking that fiscally prudent course of action.

The suggestion regarding approving the amount of "up to" \$2.3 million instead of the exact amount was discussed, and Attorney Sims confirmed that such a provision would in no way harm the progress of the project; it simply leaves the option of going lower.

(Note: Item 6 was heard prior to addressing Items 5B and 5C.)

6. Discussion, consideration, and possible direction to staff concerning conflicting language in Section 108D Animals and Section 109A.2.g and B2.d(3).

Staff was directed to follow through based on the following requests and concerns:

- Buckel to get written questions from the Commission and then confer with attorneys.
- Refer the matter back to Planning & Zoning;
- Section 108 to be re-written to recognize some of the zoning districts in 109;
- Revise Section 108 to accommodate how 4H normally conducts its training and rearing of animals;
- Address ambiguous language regarding "except swine."
- Attorney to prepare recommendation to the Council regarding how to address the problems associated with Proposition 207 delaying revisions to the Code;
- Concerns of public regarding the nuisance factors;
- Concern of public that a hog farm is similar to a dairy, and that is not allowed.
- Have a full understanding of the 4H requirements, how the particular classes and requests of 4H work in order to protect 4H project.

Director Buckel said that the subject item had been on the agenda for consideration by the Planning & Zoning Commission last month. The Commission determined that there is conflicting language in Sections 108 and 109, and because of the nature of the issue requested that staff return to Council for further direction; the Town Attorney is in the process of working on some amendment language. There was also extensive public input at the Commission meeting, similar to that at the prior Council meeting. Buckel explained that Section 108 represents the public consensus regarding livestock uses in the community as well as consideration of 4H projects.

Buckel pointed out that Section 108 provides that the language in Section 109 "supplements or supplants," which means overrides; however, she understands that 108 was intended to be the guiding ordinance. Buckel added that if that is the desire of the Council, staff will work on the language with the Town Attorneys. Attorney Sims cited the section of the Town Code that specifically requires that an amendment be acted upon first by the P&Z Commission followed by a report and written recommendation to Council. Buckel reiterated the request of the Commission for further direction, whether to amend 108 or 109, or is it to make that decision and recommendation to Council independently. The Council generally agreed that the intent of the community was to follow through with the provisions of Section 108.

PUBLIC INPUT

(Comments from the following individuals are summarized as follows.)

Jim Bullard, P&Z Commissioner, said that the Commission also wanted legal advice for guidance regarding Section 108. *Gioia requested Buckel to get written questions from the Commission and then confer with the attorneys.*

Norma Garrison said she understood from attending the P&Z meeting that the issue is more complex than just deciding on which Section applies; staff uses the formula for Section 108, but does not consider the zoning specified in 109.

Greg Terry pointed out his understanding of the ambiguity and contradiction between both Sections 108 and 109 that need to be addressed; the issue is not just about pigs but it is about children and the 4H projects and what the community stands for.

Susan Danner said she promotes 4H; she agreed that Sections 108 and 109 need to be redone. A hog farm should not be allowed in an established community; the pigs are a nuisance.

Daria Weir spoke in defense of the 4H program, the Terry family contributions, and the resulting benefit to the children.

Karen Terry described how the children learn from raising and breeding pigs and defended how the pigs are handled on her property.

John McReynolds said that 4H is not the issue; the issue is bad neighbors and should not be brought to the Town Council for a resolution.

Leonard Krautbauer said he does not mind 4H, but the neighbor has a hog farm; some of the animals are 30 feet from his house, and the smell is offensive. Also, he is concerned about the pig "stuff" affecting the water. Mr. Krautbauer also spoke about an earlier homeowners association that did not allow hogs.

Lisa Franklin is a 4H mom, active in AYSO; she commended the Terrys for stepping up and taking over as swine leaders for the children; the Terry farm is for 4H projects and they keep the property in good condition.

Ira Piper complained about the Terry property, adding that it sounds like a farm to him and is getting to be an eyesore; property values will drop. He spoke later asking if there is anyone willing to take the pigs to their own property out of the neighborhood.

Rod Proper, veterinarian, had children participating in 4H. He was on the P&Z Commission when the Town was incorporated and it sounds as though "we have stepped on ourselves." However, the intent was to permit 4H animals; breeding of swine would not be permissible. Hog production would be very similar to a dairy, and should that be allowed? Dr. Proper cautioned the Council to give a decision some very in-depth thought.

Vern Johnson, an Ag teacher, cited a hypothetical of people moving to Lubbock, Texas, and then complaining about the smell that existed when they moved there. The law should not be changed now to fix a problem; that would be somewhat legally questionable.

Alex Anzar said that as a community we are letting the Terrys down; it is a neighbor problem, not the Council. The neighborhood should band together and fix it. He volunteered his help.

Bob Weir said it was good that the Terrys stepped up and is providing home-grown animals for the children.

Hans Weir (a minor), a 4H student. said the program has grown and needs more kids and more pigs.

Clint Teague said he financed several years of college raising pigs; as for limiting animals to two per acre, everyone has probably broken that law.

Deshon Tripp (a minor) said he has a pig at the Terrys' house and he needs the project so he can pay for part of his college education.

Megan Teague (a minor) said that it is not a neighborhood problem because if the pigs are moved it will be another neighborhood problem. Some of those involved in 4H are involved in other activities and do not have time to go out and clean the pigpens every day.

Greg Terry later stressed that the issue of a perceived nuisance has nothing whatsoever to do with the meeting tonight; the issue is the conflict between Sections 108 and 109, what is the law, and what is the position of the Town of Camp Verde, and what the law will be in the future. *Councilor Smith discussed with Mr. Terry the issues of zoning and intent, as well as the recent adoption of Proposition 207 pertaining to property rights and zoning. Mr. Terry also pleaded with the Council about what he perceives as an apparent prejudice against pigs.)*

D. Weir (a minor) said this is her first year in 4H, and to please not take away the program.

There was no further public input.

Attorney Sims, in response to a question regarding instructing staff regarding addressing these particular types of programs for the youth, said that Council can give direction to the P&Z Commission to address some of the issues that were discussed this evening. For example, re-write 108 to recognize some of the zoning districts, also to accommodate how 4H normally conducts its activities. What the Council is hearing tonight is a governmental process at work; it is not just a neighborhood problem. The legislature has given the elected officials the power to tell people how to live on their land; that power is very narrowly constrained. There are rules to be followed recognizing property rights. According to the Code the P&Z Commission shall post notices, conduct hearings and make a written recommendation. It would be very appropriate for the Council to refer this issue back to P&Z to address some of the issues that were addressed tonight. It is clear that the revision is needed. The Town has not been remiss in not enforcing the ambiguous provisions.

Mayor Gioia advised the public that the matter will be sent to the Planning & Zoning Commission; they will work through the zoning issues and they have been directed to also include protections for 4H.

A recess was called at 8:18 p.m.; the meeting was called back to order at 8:20 p.m., at which time Items 5B and 5C were addressed.

(NOTE: Because of the late hour the Council agreed to continue Items 7 and 8 to the first meeting in March.)

7. **Discussion, consideration, and possible authorization to advertise for a planning position. This a budgeted item.**
(Continued to first meeting in March.)
8. **Discussion, consideration, and possible approval to purchase equipment, software, and services for the following:**
 - a. **Networking, software licenses for ArcGIS 9.2 - & permitting software - \$80,000 budgeted in the CIP;**
 - b. **File label software – less than \$10,000 (unbudgeted); and**
 - c. **Retain a consultant to assess department needs and prepare a RFP for permitting software – less than \$10,000, with \$4,000 coming from the CIP.**
(Continued to first meeting in March.)
9. **Call to the Public for Items not on the Agenda.**

Gary Thompson said some facts regarding his meeting with the Chamber Board were not properly presented and he wanted to set the record straight.

There was no further public input.

10. **Advanced Approvals of Town Expenditures**

a) **There are no advanced approvals.**

There were no advanced approvals of Town expenditures.

11. **Manager/Staff Report**

There was no Manager/Staff report.

12. **Council Informational Reports**

Smith requested prayers for Dick Hauser; he is the husband of Vice Mayor Hauser and had triple bypass surgery on Monday.

13. **Adjournment**

On a motion by Baker, seconded by Gioia, the meeting was adjourned at 10:38 p.m.

Tony Gioia, Mayor

Margaret Harper, Recording Secretary

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on the 28th day of February 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



RESOLUTION 2007-720

**A RESOLUTION OF THE MAYOR
AND COMMON COUNCIL OF THE
TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
DECLARING AND ADOPTING THE RESULTS OF THE
PRIMARY ELECTION HELD ON MARCH 13, 2007**

WHEREAS, the Town of Camp Verde (“Town”), held a Primary Election on March 13, 2007 for a Mayor and three Council Members and Proposition 401; and

WHEREAS, the election returns have been presented by the Yavapai County Elections Department have been canvassed by the Mayor and Council,

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Town of Camp Verde, Yavapai County, Arizona, as follows:

- 1. The total number of ballots cast at the Primary Election, as shown on the poll lists, was 2,727 and the total number of registered voters in the Town was 4,591, for a turnout of 59.4%.**
- 2. There were 84 rejected mail ballots and 2 provisional ballots rejected.**
- 3. The number of votes cast was as follows:**

MAYOR

	<u>CVA</u>	<u>CVB</u>	<u>Total</u>	<u>Percentage</u>
Dickinson, Mitch	573	625	1198	44.90%
Gioia, Tony	679	784	1463	54.84%
Write-in Votes	5	2	7	.003%

COUNCIL

Baker, Jackie	522	602	1124	41.2%
Buchanan, Alan “Buck”	359	409	768	28.3%
Duke, Harry L	604	703	1307	47.9%
Elmer, Greg	773	827	1600	58.7%
Elms, Brent	27	18	45	.02%
Garrison, Norma	498	596	1094	40.1%
Parry, Mike	370	500	870	31.9%
Wischmeyer, John	387	384	771	28.3%
Write-Ins	10	2	12	0.004%

PROPOSITIONS

	<u>CVA</u>	<u>CVB</u>	<u>Total</u>	<u>Percentage</u>
Prop 401: Ordinance 2006-A337 – Imposition of Municipal Development Fees on all Residential and Non-Residential Development				
Yes	798	874	1672	65.03%
No	411	488	899	34.97%

4. That it is hereby found, determined, and declared of record, that the following candidate did receive more than one-half of the total number of valid votes cast and is hereby issued a Certificate of Election, effective May 15, 2007, the General Election Day:

Tony Gioia, Mayor
Greg Elmer, Council

5. That it is hereby found, determined, and declared of record that the following four (4) candidates did receive the next greatest number of votes of the electors of the Town voted at said election and shall have their names placed on the general municipal election ballot of the Town of Camp Verde, Yavapai County, Arizona, to be held on the 15th day of May 2007, and are hereby issued Certificates of Nomination:

Jackie Baker
Harry Duke
Norma Garrison
Mike Parry

6. That it is hereby found, determined, and declared of record, that Proposition 401, Ordinance 2006-A337 – Imposition of Municipal Development Fees on all Residential and Non-Residential Development did receive more than one-half of the total number of valid votes cast and is hereby in effect as provided by manner of law.
7. This resolution shall be in full force and effect immediately upon its adoption.

Passed and approved by the Mayor and Common Council of the Town of Camp Verde at their Regular Session of March 21, 2007.

Tony Gioia, Mayor

Attest: _____
Deborah Barber, Town Clerk

Approved as to form:

Town Attorney



COUNTY OF YAVAPAI - Town of Camp Verde

PRIMARY ELECTION DATE March 13, 2007

REJECTED BALLOT REPORT

MAIL BALLOTS REJECTED

84

PROVISIONAL BALLOTS ACCEPTED

49

PROVISIONAL BALLOTS REJECTED

2

Statement of Votes Cast
March 13, 2007
SOVC For Town of Camp Verde, All Counters, All Races
UNOFFICIAL FINAL RESULTS

Date:03/15/07

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		Camp Verde Prop 401					
		Reg. Voters	Vote For	Times Counted	Total Votes	YES	NO
Jurisdiction Wide							
Camp Verde B - 45-02/03/04,65-01/03/04/05							
Polling		2341	1	0	0	0	0
Mail		2341	1	1420	1341	861 64.21%	480 35.79%
Provisional		2341	1	23	21	13 61.90%	8 38.10%
Total		2341	3	1443	1362	874 64.17%	488 35.83%
Camp Verde A - 47-01/02,54-01/03/04/05,85-01/03/04/05							
Polling		2250	1	0	0	0	0
Mail		2250	1	1258	1187	782 65.88%	405 34.12%
Provisional		2250	1	26	22	16 72.73%	6 27.27%
Total		2250	3	1284	1209	798 66.00%	411 34.00%
Total		4591	6	2727	2571	1672 65.03%	899 34.97%
Polling		4591	2	0	0	0	0
Mail		4591	2	2678	2528	1643 64.99%	885 35.01%
Provisional		4591	2	49	43	29 67.44%	14 32.56%
Total		4591	6	2727	2571	1672 65.03%	899 34.97%

Statement of Votes Cast
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SOVC For Town of Camp Verde, All Counters, All Races
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	Camp Verde Council				
	PARRY, MIKE		WISCHMEYER, JOHN		Write-In Votes
Jurisdiction Wide					
Camp Verde B - 45-02/03/04,65-01/03/04/05					
Polling	0	-	0	-	0
Mail	495	12.44%	381	9.58%	2 0.05%
Provisional	5	7.94%	3	4.76%	0 0.00%
Total	500	12.37%	384	9.50%	2 0.05%
Camp Verde A - 47-01/02,54-01/03/04/05,85-01/03/04/05					
Polling	0	-	0	-	0
Mail	358	10.30%	381	10.96%	10 0.29%
Provisional	12	16.22%	6	8.11%	0 0.00%
Total	370	10.42%	387	10.90%	10 0.28%
Total					
Polling	0	-	0	-	0
Mail	853	11.44%	762	10.22%	12 0.16%
Provisional	17	12.41%	9	6.37%	0 0.00%
Total	870	11.46%	771	10.16%	12 0.16%

Statement of Votes Cast
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	Camp Verde Council			
	DUKE, HARRY L.	ELMER, GREG	ELMS, BRENT	GARRISON, NORMA
Jurisdiction Wide				
Camp Verde B - 45-02/03/04,65-01/03/04/05				
Polling	0	0	0	0
Mail	688 17.30%	811 20.39%	18 0.45%	590 14.83%
Provisional	15 23.81%	16 25.40%	0 0.00%	6 9.52%
Total	703 17.40%	827 20.47%	18 0.45%	596 14.75%
Camp Verde A - 47-01/02,54-01/03/04/05,85-01/03/04/05				
Polling	0	0	0	0
Mail	591 17.00%	758 21.81%	26 0.75%	486 13.98%
Provisional	13 17.57%	15 20.27%	1 1.35%	12 16.22%
Total	604 17.01%	773 21.77%	27 0.76%	498 14.03%
Total				
Polling	0	0	0	0
Mail	1279 17.16%	1569 21.05%	44 0.59%	1076 14.44%
Provisional	28 20.44%	31 22.63%	1 0.73%	18 13.14%
Total	1307 17.22%	1600 21.08%	45 0.59%	1094 14.41%

Statement of Votes Cast
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	Camp Verde Council							
	Reg. Voters	Vote For	Times Counted	Total Votes	BAKER, JACKIE		BUCHANAN, ALAN "BUCK"	
Jurisdiction Wide								
Camp Verde B - 43-02/03/04,65-01/03/04/05								
Polling	2341	3	0	0	0	-	0	-
Mail	2341	3	1420	3978	590	14.83%	403	10.13%
Provisional	2341	3	23	63	12	19.05%	6	9.52%
Total	2341	9	1443	4041	602	14.90%	409	10.12%
Camp Verde A - 47-01/02,54-01/03/04/05,85-01/03/04/05								
Polling	2250	3	0	0	0	-	0	-
Mail	2250	3	1258	3476	510	14.67%	356	10.24%
Provisional	2250	3	26	74	12	16.22%	3	4.05%
Total	2250	9	1284	3550	522	14.70%	359	10.11%
Total								
Polling	4591	6	0	0	0	-	0	-
Mail	4591	6	2678	7454	1100	14.76%	759	10.18%
Provisional	4591	6	49	137	24	17.52%	9	6.57%
Total	4591	18	2727	7591	1124	14.81%	768	10.12%

<p>Statement of Votes Cast March 13, 2007 SOVC For Town of Camp Verde, All Counters, All Races UNOFFICIAL FINAL RESULTS</p>	<p>Date: 03/15/07 Time: 09:41:45 Page: 3 of 7</p>
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	Camp Verde Mayor
Write-In Votes	
Jurisdiction Wide	
Camp Verde B - 45-02/03/04,65-01/03/04/05	
Polling	0
Mail	2 0.14%
Provisional	0 0.00%
Total	2 0.14%
Camp Verde A - 47-01/02,54-01/03/04/05,85-01/03/04/05	
Polling	0
Mail	3 0.41%
Provisional	0 0.00%
Total	3 0.40%
Total	
Polling	0
Mail	7 0.27%
Provisional	0 0.00%
Total	7 0.26%

Statement of Votes Cast
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	Camp Verde Mayor						
	Reg. Voters	Vote For	Times Counted	Total Votes	DICKINSON, MITCH	GIOIA, TONY	
Jurisdiction Wide							
Camp Verde B - 45-02/03/04,65-01/03/04/05							
Polling	2341	1	0	0	0	-	0
Mail	2341	1	1420	1388	609	43.88%	777 55.98%
Provisional	2341	1	23	23	16	69.57%	7 30.43%
Total	2341	3	1443	1411	625	44.29%	784 55.56%
Camp Verde A - 47-01/02,54-01/03/04/05,85-01/03/04/05							
Polling	2250	1	0	0	0	-	0
Mail	2250	1	1258	1231	560	45.49%	666 54.10%
Provisional	2250	1	26	26	13	50.00%	13 50.00%
Total	2250	3	1284	1257	573	45.58%	679 54.02%
Total							
Polling	4591	2	0	0	0	-	0
Mail	4591	2	2678	2619	1169	44.64%	1443 55.10%
Provisional	4591	2	49	49	29	59.18%	20 40.82%
Total	4591	6	2727	2668	1198	44.90%	1463 54.84%

Statement of Votes Cast
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	TURN OUT		
	Reg. Voters	Cards Cast	% Turnout
Jurisdiction Wide			
Camp Verde B - 45-02/03/04,65-01/03/04/05			
Polling	2341	0	0.00%
Mail	2341	1420	60.66%
Provisional	2341	23	0.98%
Total	2341	1443	61.64%
Camp Verde A - 47-01/02,54-01/03/04/05,85-01/03/04/05			
Polling	2250	0	0.00%
Mail	2250	1258	55.91%
Provisional	2250	26	1.16%
Total	2250	1284	57.07%
Total			
Polling	4591	0	0.00%
Mail	4591	2678	58.33%
Provisional	4591	49	1.07%
Total	4591	2727	59.40%

Election Summary Report
March 13, 2007
Summary For Town of Camp Verde, All Counters, All Races
UNOFFICIAL FINAL RESULTS

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Registered Voters 4591 - Cards Cast 2727 59.40% Num. Report Precinct 2 - Num. Reporting 2 100.00%

Camp Verde Mayor		Total	
Number of Precincts		2	
Precincts Reporting		2	100.0 %
Vote For		1	
Times Counted		2727/4591	59.4 %
Total Votes		2668	
DICKINSON, MITCH		1198	44.90%
GIOLA, TONY		1463	54.84%
Write-in Votes		7	0.26%

Camp Verde Council		Total	
Number of Precincts		2	
Precincts Reporting		2	100.0 %
Vote For		3	
Times Counted		2727/4591	59.4 %
Total Votes		7591	
BAKER, JACKIE		1124	14.81%
BUCHANAN, ALAN "BUCK		768	10.12%
DUKE, HARRY L.		1307	17.22%
ELMER, GREG		1600	21.08%
ELMS, BRENT		45	0.59%
GARRISON, NORMA		1094	14.41%
PARRY, MIKE		870	11.46%
WISCHMEYER, JOHN		771	10.16%
Write-in Votes		12	0.16%

Camp Verde Prop 401		Total	
Number of Precincts		2	
Precincts Reporting		2	100.0 %
Vote For		1	
Times Counted		2727/4591	59.4 %
Total Votes		2571	
YES		1672	65.03%
NO		899	34.97%

Certificate of Nomination



State of Arizona
County of Yavapai
Town of Camp Verde

I, Deborah Barber, Clerk of the Town of Camp Verde, County of Yavapai, State of Arizona, do hereby certify that a Primary Election as held in and for the Town of Camp Verde on the 13th Day of March, 2007, and that

Jackie Baker

was duly nominated for the position of Council member of the Town of Camp Verde, County of Yavapai, State of Arizona, to be voted upon at the General Election to be held on the 15th day of May, 2007.

In witness whereof, I have herewith set my hand and affixed the seal of the Town of Camp Verde this Twenty first day of March 2007.

Deborah Barber
Clerk of the Town of Camp Verde

Certificate of Nomination



State of Arizona
County of Yavapai
Town of Camp Verde

I, Deborah Barber, Clerk of the Town of Camp Verde, County of Yavapai, State of Arizona, do hereby certify that a Primary Election as held in and for the Town of Camp Verde on the 13th Day of March, 2007, and that

Harry L. Duke

was duly nominated for the position of Council member of the Town of Camp Verde, County of Yavapai, State of Arizona, to be voted upon at the General Election to be held on the 15th day of May, 2007.

In witness whereof, I have herewith set my hand and affixed the seal of the Town of Camp Verde this Twenty First day of March 2007.

Deborah Barber
Clerk of the Town of Camp Verde

Certificate of Nomination



State of Arizona
County of Yavapai
Town of Camp Verde

I, Deborah Barber, Clerk of the Town of Camp Verde, County of Yavapai, State of Arizona, do hereby certify that a Primary Election as held in and for the Town of Camp Verde on the 13th Day of March, 2007, and that

Norma Garrison

was duly nominated for the position of Council member of the Town of Camp Verde, County of Yavapai, State of Arizona, to be voted upon at the General Election to be held on the 15th day of May, 2007.

In witness whereof, I have herewith set my hand and affixed the seal of the Town of Camp Verde this Twenty First day of March 2007.

Deborah Barber
Clerk of the Town of Camp Verde

Certificate of Election



State of Arizona
County of Yavapai
Town of Camp Verde

This is to certify that at the Primary Election held in the Town of Camp Verde on the Thirteenth day of March 2007,

Greg Elmer

was duly elected to the office of Town Council in and for said Town for the term of Four years, beginning June 6, 2007. All of which appears by the official returns canvassed by the Mayor and Common Council of the Town of Camp Verde on March 21, 2007, and filed in the Office of the Clerk of the Town of Camp Verde.

In witness whereof, I have herewith set my hand and affixed the seal of the Town of Camp Verde this Twenty First day of March 2007.

Deborah Barber
Clerk of the Town of Camp Verde

Certificate of Election



State of Arizona
County of Yavapai
Town of Camp Verde

This is to certify that at the Primary Election held in the Town of Camp Verde on the Thirteenth day of March 2007,

Tony Gioia

was duly elected to the office of Mayor in and for said Town for the term of Two years, beginning June 6, 2007. All of which appears by the official returns canvassed by the Mayor and Common Council of the Town of Camp Verde on March 21, 2007 and filed in the Office of the Clerk of the Town of Camp Verde.

In witness whereof, I have herewith set my hand and affixed the seal of the Town of Camp Verde this Twenty First day of March 2007.

Albana Barber
Clerk of the Town of Camp Verde

February, 26th 2007

To: Matt J. Morris
Director of Housing & Neighborhood Revitalization

From: Bill Carter

RE: Resignation from Housing Commission

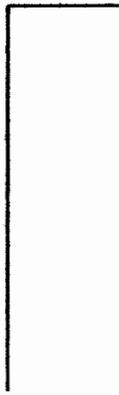
Dear Sir,
I am resigning from the housing commission, effective immediately.

Sincerely,



Bill Carter

10:10 AM
2-26-07 10:10 AM
RCVD



This certificate is awarded to

Bill Carter

*In recognition of his valuable service to the Town for his time
serving on the Housing Commission.*



TOWN OF CAMP VERDE

A handwritten signature in cursive script that reads "Tony Gioia".

Mayor Tony Gioia

3/5/07

Date

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

Meeting Type: Regular

Meeting Date: March 21, 2007

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

AGENDA TITLE: Presentation on State Lake Improvement Fund Grant (Black Bridge Park) followed by discussion, consideration and possible direction to staff on how to proceed with this project.

PURPOSE AND BACKGROUND INFORMATION: Presentation/update to Council on the ongoing negotiations between residents and the Trails and Pathway and the Parks and Recreation Commissions.

STAFF RECOMMENDATION(S): None

LIST ALL ATTACHMENTS: Map

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: | <input checked="" type="checkbox"/> Presentation/Report Only |

Finance Director Review

Budgeted/Amount N/A \$0

Comments:

Fund:

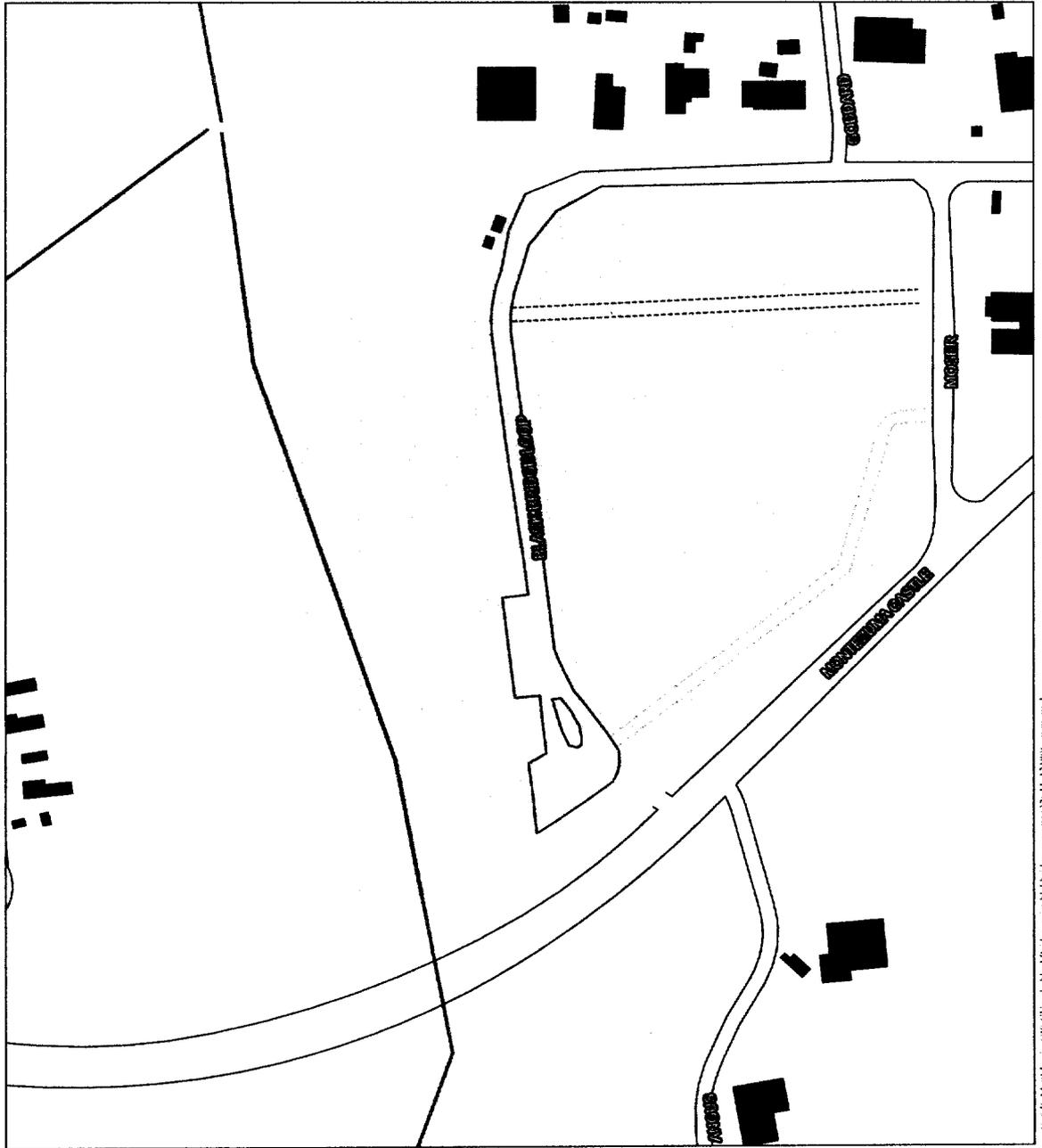
Line Item/:

Submitting Department: Adm.

Contact Person: Bill Lee

Town Manager/Designee: William P. Lee

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



Black Bridge Park

Conceptual Map

- Option 2
- Option 3
- Subject Property
- Street Light



100 50 0 100 Feet

1 inch equals 50 feet

Source: Yavapai County, Town of Camp Verde, City of Sedona, USGS, and Landlogic.

Revision Date: December 18, 2016



TOWN OF CAMP VERDE
Council Agenda Action Form

Meeting Type: Regular

Meeting Date: March 28, 2007

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

AGENDA TITLE: Discussion, consideration and possible approval to a 60/40 split of alcohol sales with the Verde Valley Rangers Sheriff's Posse at the following events: Crawdad Festival, Cornfest, Block Party, Pioneer Days and Fort Verde Days.

PURPOSE AND BACKGROUND INFORMATION: On April 19, 2006 Council approved a partnership with the Verde Valley Rangers Sheriff's Posse on sale of alcohol at Town events with a 50/50 split. At that time the Town had covered the events through 2006 with liquor liability insurance and licenses and that the Rangers would assume responsibility for insurance and license after the last event covered by the Town, which was Fort Verde Days. The Verde Valley Rangers Sheriff's Posse have asked that we change to a 60/40 split since they will be assuming more responsibility. This item went before the Parks & Recreation Commission on March 6, 2007 for their recommendation to Council. The Commission voted unanimously to recommend to Town Council the proposed 60/40 split of alcohol sales with the Verde Valley Rangers.

STAFF RECOMMENDATION(S): Approve

LIST ALL ATTACHMENTS: List of responsibilities for Parks & Recreation Staff and also for the Verde Valley Rangers Sheriff's Posse.

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: Parks & Recreation

Contact Person: Lynda Moore

Town Manager/Designee: _____

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

2007 Events with alcohol sales:

June 1st – 3rd - Crawdad Festival

July 21st – Cornfest

August 18th – Block Party

Sept. 15th & 16th – Pioneer Days

October 12th-14th – Fort Verde Days

Total of 9 Special Event Licenses for 2007

Verde Valley Ranger's Responsibilities:

1. Purchase and maintain liquor licenses for above named events that pertain to the partnership.
2. Purchase and maintain liquor liability Insurance for each event that pertains to the partnership. Insurance must name the Town of Camp Verde as additional insured and must be on file in the Parks & Recreation office before opening of event.
3. Provide starting banks
4. Provide tickets for beer sales
5. Provide all ice requested by Hensley crew.
6. Someone from the Verde Valley Rangers to be available to meet with Hensley when they arrive on Town grounds.
7. Tip jars will continue to be set out with proceeds going to the Community Park Fund
8. Provide ID check
9. Security – the numbers needed for security and locations of security needed is to be determined by the Parks & Recreation Director and communicated to the Verde Valley Rangers in a timely fashion prior to event.
10. Sale of alcohol
11. Set-up of beer garden area: Verde Valley Rangers will set up beer garden area and assist the Town in clean up by stacking tables and chairs for easier pickup by Town staff.
12. Verde Valley Rangers will be responsible for all clean up of trash from the beer garden area.
13. Provide a list of who will be in charge and whom we can contact during each shift.

Parks & Recreation's Responsibilities:

1. Maintain relationship with Hensley Distribution as sponsor for events.
2. Set up containment for serving area that will include fencing, signage and tent when needed.
3. Provide tables and chairs that will be set out for the Verde Valley Rangers to set up their beer garden area.
4. Provide trash cans and bags
5. Will pick up trash from designated area.
6. Provide extension cords from our electric source to beer area for lighting and cash registers.
7. Communicate security and event needs to the Verde Valley Rangers in a timely fashion prior to event.
8. Provide a list of who will be in charge of event and whom to contact through out event.
9. Promotional material will reflect the Verde Valley Rangers as event sponsor.

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

Meeting Type: Work

Meeting Date: March 28, 2007

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

AGENDA TITLE: (Be Exact): Discussion, consideration and possible approval on revising and adding a \$10.00 charge for electric use to the Parks & Recreation Fee Schedule for use of electric at the Ramada, Gazebo and Butler Park.

PURPOSE AND BACKGROUND INFORMATION: In the Past we have not charged for the use of electric for use of the Gazebo or the Butler Park Ramada. We are currently receiving many reservation requests for the Town Ramada, Gazebo and Butler Park with the use of electric. With so many requests, it seems apparent that we need to charge an additional amount. This is also the recommendation of the Parks & Recreation Commission.

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 N/A \$

Comments:

Fund:

Line Item/:

Submitting Department: Parks & Recreation

Contact Person: Lynda Moore

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: March 21, 2007

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

AGENDA TITLE: Discussion, consideration and possible direction to staff regarding a proposal for the Town to exchange Butler Park for the 10 acres in Simonton Ranch currently dedicated for the Camp Verde Unified School District's school site. Note: Council may vote to go into Executive Session pursuant to ARS §38-431-03.A.3 and A.4 and A.7 for legal advice with the Town Attorney and discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position 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 and discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property.

PURPOSE AND BACKGROUND INFORMATION: None

STAFF RECOMMENDATION(S): Approve

LIST ALL ATTACHMENTS: None

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 checked="" 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 \$0

Comments:

Fund:

Line Item/:

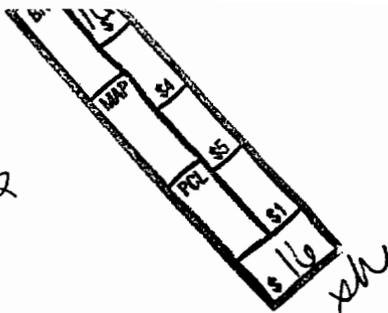
Submitting Department:Adm.

Contact Person:Bill Lee

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
P.O. BOX 710
CAMP VERDE AZ 86322



00-10-99A10:19 RCVD

3148200 BK 3663 PG 213
Yavapai County
Patsy Jenney-Colon, Recorder
05/14/1999 12:41P PAGE 1 OF 31
TOWN OF CAMP VERDE
RECORDING FEE 16.00
SURCHARGE 0.00
POSTAGE 0.00

ORDINANCE NO. 99-A142

DEVELOPMENT AGREEMENT WITH HARVARD INVESTMENTS, INC.

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ADOPTING A DEVELOPMENT AGREEMENT WITH HARVARD INVESTMENTS, INC., FOR A PLANNED AREA DEVELOPMENT (PAD) OF APPROXIMATELY 400 ACRES AT THE INTERSECTION OF SR 260 AND I-17 IN THE CORPORATE LIMITS OF THE TOWN.

WHEREAS, pursuant to ARS §9-500.05.A, a municipality may, by resolution or ordinance, enter into a development agreement relating to property within the municipality, provided that the development agreement is consistent with the general plan applicable to the property on the date the development agreement is executed; and

WHEREAS, the agreement may by law include the duration, permitted uses of the property, densities and maximum heights of buildings, provisions for reservation of dedication of land for public purposes, provisions to protect environmentally sensitive lands, provisions for preservation and restoration of historic structures, phasing or time of construction or development of the property, requirements for public infrastructure, conditions for special taxing districts, and other matters relating to the development of the property; and

WHEREAS, it would be in the best interests of the public to publish the development agreement once the ordinance is passed, and to record it with the Yavapai County Recorder within 10 days as required by law, whereupon the burdens of the development agreement are binding on, and the benefits inure to, the parties to the agreement and to all their successors in interest and assigns.

NOW THEREFORE, *be it ordained by the Mayor and Common Council of the Town of Camp Verde, that the development agreement with Harvard Investments, Inc., as set forth in Exhibit A, shall be executed by the Mayor on behalf of the Town, and that it is found to have included the necessary elements, and consistent with the general plan of the Town, to be published and recorded as required by law.*

Passed and adopted this 28th day of April 1999.

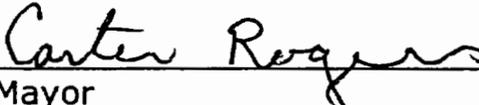
Attest:


Town Clerk

Approved as to form:


Town Attorney

Approved:


Mayor

When recorded, return to
BURCH & CRACCHIOLO (MD)
702 E. Osborn Road, #200
Phoenix, AZ 85014

**DEVELOPMENT AGREEMENT
(The Homestead at Camp Verde)**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the Town of Camp Verde, an Arizona municipal corporation (the “Town”), and Harvard Investments, Inc., a Nevada corporation (the “Developer”). The Town and the Developer are referred to herein collectively as the “parties.”

RECITALS:

A. Developer is the owner of certain real property in the Town consisting of approximately 393 net acres, located generally east of the northeast corner of State Route 260 and I-17, which property is legally described on Exhibit A attached hereto (the “Property”).

B. The Town and the Developer each desire that the Property be developed in accordance with the Planned Area Development Plan for The Homestead at Camp Verde (“PAD Plan”), to be submitted to the Town Council contemporaneously with this

Agreement, which PAD Plan provides for single-family and multi-family residences, a commercial site, a neighborhood medical center, neighborhood parks, green belt open space, walking/jogging/equestrian trails, an elementary school site, and a church site.

C. The Town and the Developer acknowledge and agree that development of the Property pursuant to this Agreement will result in significant planning and economic benefits to the Town and its residents by (i) increasing tax and other revenues to the Town based on improvements to be constructed on the Property and the operation of new businesses on the Property; and (ii) creating housing and employment in the Town through the development of the Property, and (iii) providing for the design, construction and financing of public infrastructure to service the Property; and (iv) providing for other matters relating to the development of the Property.

D. The Town confirms that development of the Property pursuant to this Agreement is consistent with the Town of Camp Verde General Plan (“General Plan”), and any specific development plan applicable to the Property on the date of this Agreement.

E. The Town confirms that prior to the execution of this Agreement, the Town has given all required public notice and has held all required public hearings to receive comment, discuss and otherwise consider and approve the terms and conditions of this Agreement.

F. The Town and the Developer are entering into this Agreement pursuant to the provisions of A.R.S. § 9-500.05.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and mutual promises set forth in this Agreement, the Town and the Developer state, confirm and agree as follows:

1. Incorporation of Recitals. The Recitals stated above are true and correct and are incorporated herein by this reference.

2. Town Services. The Town shall provide all municipal services to the Property, to the same extent and upon the same terms and conditions as those services are provided to other real properties in the Town, except as otherwise provided herein.

3. Assured Water Supply. The Town and Developer acknowledge and agree that the Property is within the water service area certificated to the Camp Verde Water System. A “will serve” letter from the Camp Verde Water System is attached to the Pad Plan as Exhibit M.

4. Water Distribution System.

4.1 Developer or Camp Verde Water System (but not the Town) shall construct any off-site water transmission lines and other improvements required to bring water service to the Property (“Off-Site Water Improvements”). The Town shall not pay any portion of the cost of the Off-Site Water Improvements. The Developer and Camp Verde Water System may elect, but shall not be required by the Town to oversize the Off-Site Water Improvements beyond what is needed to serve the Property.

4.2 Developer or Camp Verde Water System (but not the Town) shall

construct any on-site water improvements required to serve the Property with water supplied by the Camp Verde Water System (the "On-Site Water Improvements") The On-Site Water Improvements shall consist of (a) on-site water transmission lines and those fire hydrants and valves required to serve the Property as shown on the Conceptual Water Distribution Plan prepared by Shepard-Wesnitzer, Inc. as Job No. 99022, and submitted to the Town under separate cover; and (b) on-site water distribution lines required to serve individual parcels within the Property. The on-site distribution lines shall be identified on the improvement plans approved by the Town prior to recording of the final plat for individual parcels within the Property.

4.3 The Town shall not pay any portion of the cost of the On-Site Water Improvements. The Developer and Camp Verde may elect but shall not be required by the Town to oversize the On-Site Water Improvements beyond what is needed to serve the Property.

4.4 Developer, or the Camp Verde Water District, at its election, may obtain federal funding and/or enter cost-sharing agreements with builders and/or establish improvement districts to finance all or any portion of the on-site and/or off-site water improvements required to provide water service to the Property.

5. Wastewater Treatment.

5.1 The Town and the Developer acknowledge and agree that the Property is within the wastewater treatment service area certificated to the Camp Verde Sanitary District.

A “will serve” letter from the Camp Verde Sanitary District is attached to the PAD Plan as Exhibit N.

6. Sanitary Sewer System.

6.1 Developer or Camp Verde Sanitary District (but not the Town), shall construct any off-site sewer mains or other improvements required to bring sanitary sewer service to the Property (“Off-Site Water Improvements”). The Town shall not be required to pay any portion of the Off-Site Sewer Improvements. The Developer or Camp Verde Sanitary District may elect but shall not be required by the Town to oversize the Off-Site Water Improvements beyond what is needed to serve the Property.

6.2 Developer or the Camp Verde Sanitary District (but not the Town) shall construct the on-site sewer improvements required to serve the Property (the “On-Site Sewer Improvements”). The On-Site Sewer Improvements shall consist of (a) the sewer mains and pump station required to serve the Property as shown on the Conceptual Sanitary Sewer Plan prepared by Shepard-Wesnitzer, Inc. as Job No. 99022, and submitted to the Town under separate cover; and (b) the lateral sewer lines serving individual parcels within the Property. The lateral sewer lines will be identified on the improvement plans approved by the Town prior to recording of the final plat for individual parcels within the Property.

6.2.1 The Town shall not pay any portion of the cost of the On-Site Sewer Improvements. The Developer or the Camp Verde Sanitary District may elect but shall not be required by the Town to oversize the On-Site Sewer Improvements beyond what

is needed to serve the Property.

6.3 Developer or the Camp Verde Sanitary District, at its election, may obtain federal funding and/or enter cost-sharing agreements with builders and/or establish improvement districts to finance all or any portion of the on-site and/or off-site sewer improvements required to provide sanitary sewer service to the Property.

6.5 The Town acknowledges and agrees that the Developer or Camp Verde Sanitary District (but not the Town) owns all effluent resulting from the treatment of wastewater generated on the Property.

7. Infrastructure Assurances; Easements.

7.1 The Developer acknowledges and agrees that the Town, prior to recording the final plat for the Property or any portion thereof, may require the Developer to provide assurances which are appropriate and necessary to assure that the installation of the required infrastructure improvements will be completed ("Infrastructure Assurance"). In satisfaction of such Infrastructure Assurance, the City shall hold certificates of occupancy or equivalent building approval for the Property or any portion thereof to be improved until such infrastructure improvements are completed as provided in the Town's subdivision ordinances.

7.2 The Developer and its agents shall have the right to enter, remain upon and cross over any Town easements or rights-of-way to the extent reasonably necessary to design and/or construct the water and sewer improvements and other improvements for the Property,

provided that the Developer's use of such right does not materially impede or materially adversely affect the Town's use and enjoyment of the subject property and provided also that the Developer shall restore such easements and right-of-way to substantially the same condition as existed prior to Developer's entry. Any improvements constructed by the Developer within Town easements or rights-of-way shall be constructed in compliance with all applicable codes, regulations and policies of the Town and, upon completion, such improvements shall be dedicated to and accepted by the Town for maintenance.

8. PAD Plan; CC&Rs; Design Guidelines.

8.1 The Town, in recognition of the valuable considerations being provided by Developer pursuant to this Agreement and the financial investment of the Developer in developing the Property, hereby agrees that the Property may be developed in phases. The Town will permit the Developer to make the determination of the phases in which the Property will be developed and the order in which the phases will be completed. A preliminary phasing schedule is attached to the PAD Plan as Exhibit P.

8.2 The PAD Plan shall provide for a maximum of 800 single-family units and a maximum of 300 apartment units, together with the other land uses identified on Exhibit C-1a of the PAD Plan.

8.3 The Developer acknowledges and agrees that Town approval of the PAD Plan does not include approval of roadway cross sections for construction. Construction plans for all roadways shall be reviewed and approved by the City's engineering department

prior to commencement of construction.

8.4 The Arizona Department of Transportation (“ADOT”) has represented to the Developer and the City that any traffic signals (“Traffic Signals”) required along that portion of Finnie Flat Road and/or Highway 260 adjacent to the Property shall be installed by ADOT at ADOT’s expense. The Town shall reasonably cooperate with Developer to have the Traffic Signals installed by ADOT at ADOT’s expense. If the Town, at its discretion, elects to realign Industrial Road, and Industrial Road as realigned requires a traffic signal, the Town shall pay the full cost of such traffic signal.

8.5 Common areas within each phase of the Property shall be developed as that phase is developed and dedicated to the homeowner’s association for the Property (the “Association”), whereafter the common areas will be maintained by the Association at the expense of the Association, except as otherwise provided herein or in a separate agreement between the Association and a joint user.

8.6 Developer shall maintain Parcel 15 of the Property as open space for up to ten (10) years after the PAD Plan is approved by the Town Council. At any time during said 10-year period, the local school district (the “School District”) may elect to take title to Parcel 15 for use as an elementary school site (including school buildings, administrative buildings, play fields, recreational areas and related support facilities) by written notice to Developer. Upon receipt of such notice within said 10-year period, Developer shall convey Parcel 15 to the School District, free of charge, for use as an elementary school site, subject

to the School District providing such documentation as Developer may reasonably require to confirm that the School District has sufficient funds to build and open an elementary school on Parcel 15 within two (2) years after the date of conveyance. Notwithstanding anything herein to the contrary, the requirement that the School District build and open an elementary school on Parcel 15 within two years after the date of conveyance can be satisfied by building and opening play fields and other recreational areas (“Recreational Facilities”) as adjunct facilities to an elementary school located elsewhere in the School District. The elementary school site, after conveyance to the School District, shall be designed, constructed, operated and maintained by the School District at no expense to the Developer, but in conformance with the CC&Rs and Design Guidelines of The Homestead at Camp Verde. The deed of conveyance shall include a restriction limiting Parcel 15 to use as an elementary school site, and also shall include a reverter clause that provides for title to Parcel 15 to revert to Developer if the School District does not build and open the elementary school and/or maintain the Recreational Facilities within two (2) years after the date of conveyance, or if the School District ceases to operate the elementary school and/or Recreational Facilities within five (5) years after the date of conveyance. If, within 10 years after the PAD Plan is approved by the Town Council, the School District does not provide written notice to Developer that the School District elects to take title to Parcel 15 for use as an elementary school site, then the Developer shall maintain Parcel 15 as open space for an additional two (2) years and anytime within said 2-year period, the Town may elect to take title to Parcel

15 for use as a public park by written notice to Developer. Upon receipt of such notice from the Town, Developer shall convey Parcel 15 to the Town, free of charge, for use as a public park, subject to the Town agreeing to develop and open Parcel 15 as a public park within one (1) year after the date of conveyance, with recreational amenities equal to or better than the recreational amenities in the parks developed on Parcels M and N. The deed of conveyance shall include a restriction limiting Parcel 15 to use as a public park, and also shall include a reverter clause that provides for title to Parcel 15 to revert to Developer if the Town does not develop and open Parcel 15 as a public park within one (1) year after the date of conveyance. The public park will be maintained by the Association at the Town's expense, with the maintenance responsibilities of the Association and the financial responsibilities of the Town set forth in a separate agreement. If, within said 2-year period, the City does not provide written notice to the Developer that the City elects to take title to Parcel 15 for use as a public park, or if title to Parcel 15 reverts to Developer as provided herein, Developer may develop Parcel 15 in accordance with the zoning designation of PAD 7-9, and any lots so developed within Parcel 15 shall be in addition to the lots already permitted under the approved PAD Plan.

8.6.1 For purposes of Section 8.6 and the remainder of this Agreement, the "date of conveyance" shall be defined as the date the subject deed is recorded in the official records of Yavapai County.

8.6.2 For purposes of Section 8.6 and the remainder of this Agreement,

the “cost of maintenance,” “cost of maintaining,” “maintenance costs” and similar phrases shall include the cost of appropriate insurance, as reasonably determined by Developer. All insurance policies shall name the Town or the Developer or the Association as additional insureds, as the case may be.

8.7 Developer shall develop Parcels M and N as parks with tot lots and active recreation areas and shall maintain Parcels M and N as parks for up to three (3) years after the PAD Plan is approved by the Town Council. At any time during said 3-year period, the Town may elect to take title to Parcels M and N for use as public parks by written notice to Developer. Upon receipt of such written notice, Developer shall convey Parcels M and N to the Town, free of charge, for use as public parks, and the Developer shall maintain Parcels M and N as public parks until 50 percent of the single-family residences at The Homestead at Camp Verde have been built out, provided that the Town agrees that after such build-out Parcels M and N will be maintained by the Association at Town expense, with the maintenance responsibilities of the Association and the financial responsibilities of the Town set forth in a separate agreement. If, within said 3-year period, the Town does not provide written notice to the Developer that the Town elects to take title to Parcels M and N for use as a public park, Developer shall dedicate Parcels M and N to the Association and Parcels M and N will be maintained by the Association as parks for use by residents of The Homestead at Camp Verde, but shall not be available for public use.

8.8 Town residents have expressed an interest in having public access to Parcel

K and having public restrooms located at or near Parcel K. Developer will permit public access to Parcel K and will develop public restrooms at or near Parcel K, if the Town agrees, by written notice to Developer within three (3) years after the PAD Plan is approved by the Town Council, to be responsible for the cost of maintaining Parcel K as a natural habitat and the cost of maintaining the public restrooms from and after the first day the public restrooms are opened. If the Town delivers such notice within said 3-year period, Parcel K and the public restrooms shall be maintained by the Association at the Town's expense, with maintenance responsibilities of the Association and the financial responsibilities of the Town set forth in a separate agreement. If the Town does not deliver such notice within the 3-year period, the Developer shall not be under any obligation to develop public restrooms at or near Parcel K, or to make Parcel K available for public use.

8.9 Developer shall develop a walking/jogging trail system as depicted in Exhibit C-2 of the PAD Plan for use by residents of The Homestead at Camp Verde, with designated portions of the trail system available for equestrian use. The trail system, when developed, shall be dedicated to the Association and thereafter maintained by the Association. If the Town desires the trail system to be available for public use, the Town may elect by written notice to Developer within five (5) years after the PAD Plan is approved by the Town Council, to assume the cost of maintenance of the trail system. If the Town delivers such notice within said 5-year period, the trail system shall be maintained by the Association at the Town's expense, with the maintenance responsibilities of the

Association and the financial responsibilities of the Town set forth in a separate agreement. If the Town does not deliver such notice within said 5-year period, the trail system shall be maintained by the Association for use by residents of The Homestead at Camp Verde, but shall not be available for public use, and the Developer may elect to eliminate equestrian use of the trail system.

8.10 The CC&Rs and/or Design Guidelines for The Homestead at Camp Verde shall require that homebuilders install fixtures with low water usage; and also shall require that homebuilders construct all fireplaces in compliance with the General Plan. Developer will encourage local builders and tradesmen to bid for work at The Homestead at Camp Verde.

8.11 If the PAD Plan is not approved by the Town Council, or is approved subject to conditions or stipulations not accepted by Developer, Developer shall have no obligation to construct any of the improvements provided for in this Agreement or the PAD. If market conditions and/or development financing materially change the feasibility of the PAD Plan, Developer may interrupt development until market conditions and/or development financing are again favorable, at which time continued development of the Property will be in accordance with the PAD Plan.

8.12 The Town agrees that issuance of the construction permits, sewer permits, occupancy permits, and other permits and approvals required from the Town to develop the Property pursuant to this Agreement and the PAD Plan shall not be unreasonably delayed or

withheld, provided that Developer complies with all applicable permit requirements and pays all required fees. Developer's commencement of any part of the PAD Plan shall vest the entire PAD Plan.

8.13 The Town and Developer acknowledge and agree that amendments to the PAD Plan may be necessary from time to time to reflect changes in market conditions and development financing and/or to meet the new requirements of one or more of the potential users or builders of any part of the Property. If and when the Town and Developer find that changes or adjustments are necessary or appropriate, they shall effectuate minor changes or adjustments through administrative amendments approved by the Town Planning and Zoning Director, which, after execution, shall be attached to the PAD Plan as an addendum and become a part thereof, and may be further changed and amended from time to time as necessary with the approval of the Town and the Developer. No such minor amendment shall require prior notice or hearing. All major changes or amendments shall be reviewed by the Planning and Zoning Commission and approved by the Town Council. The parties shall cooperate in good faith to agree upon, and use reasonable best efforts to process, any minor or major amendments to the PAD Plan. The Developer and the Town agree that such amendments shall be incorporated by this reference into this Agreement with the same force and effect as if set forth herein and shall not require corresponding amendment to this Agreement.

8.13.1 For purposes of this Agreement, a major amendment to the PAD

Plan shall involve (a) an increase in the approved number of dwelling units or leaseable area within the PAD; (b) a significant change in zoning for the PAD; (c) any change in the PAD that could have a significant impact on areas adjoining the PAD; and (d) any change in the PAD that could have a significant traffic impact on roadways adjacent or external to the PAD. All other proposed changes shall be deemed minor amendments.

8.14 The Town agrees that no Town moratorium (except as permitted by A.R.S. § 9-463.06) and no Town ordinance, resolution or other land use rule or regulation enacted in the future that materially impairs the Developer's ability to develop the Property in accordance with the PAD Plan shall apply to or govern the development of the Property, or any portion thereof, for a period of twenty (20) years from the date this Agreement is recorded in the official records of Yavapai County ("Moratorium Period"). Within the Moratorium Period, the development of the Property shall be governed by the PAD ordinance existing and in force for the Town at the time this Agreement is recorded, except as modified herein, and Town shall not impose or enact any additional conditions, zoning exactions, dedications, development fees, rules or regulations applicable to or governing the development of the Property. Notwithstanding the foregoing, the Town reserves the right to impose new development fees and to increase administrative fees and/or impose new administrative fees during the Moratorium Period, so long as the same are done in accordance with all applicable laws and such new or additional fees are generally and uniformly applied to all developers and new construction in the City. If the Town adopts a

development fee enabling ordinance for future application to specific “benefitted areas” as permitted under A.R.S. 11-1101 et seq., and such benefitted areas include the Property, the plan shall include a provision for repayment to Developer for public facilities covered by such plan that were constructed at Developer’s expense. Notwithstanding the foregoing, the City also reserves the right to enact: (i) future land use rules, regulations, development fees and official policies which are consistent with and not contrary to the existing land use regulations applicable to and governing the development of the Property, or contrary land use regulations of which application to the Property has been consented to in writing by the Developer, (ii) future land use rules, regulations and official policies of Town enacted as necessary to comply with future state and federal laws and regulations, provided that in the event any such state and federal laws or regulations prevent or preclude compliance with this Agreement, such affected provisions of this Agreement shall be modified as may be necessary in order to comply with such state and federal laws or regulations; (iii) future generally applicable land use rules, regulations and official policies of Town reasonably necessary in order to protect the public health and safety and in connection with bona fide public health and safety purposes and not arbitrarily imposed; and (iv) future imposition of taxes or filing or review fees, or modifications thereto, so long as such taxes or fees are imposed or charged by Town to all persons and entities.

9. Cooperation and Alternative Dispute Resolution.

9.1 To further the cooperation of the parties in implementing this Agreement,

the Town and Developer each shall designate and appoint a representative to act as a liaison between the Town and its various departments and the Developer. The initial representative for the Town (the "Town Representative") shall be the Town Manager and the initial representative for the Developer shall be its project manager, as identified by the Developer from time to time (the "Developer Representative"). The representatives shall be available at all reasonable times to discuss and review the performance of the parties to this Agreement and the development of the Property.

9.2 The Town acknowledges and agrees that it is desirable for the Developer to proceed rapidly with the implementation of this Agreement and the development of the Property and that, accordingly, an expedited review and construction inspection process is necessary. Accordingly, the parties agree that if at any time the Developer believes an impasse has been reached with the Town staff on any issue affecting the Property, the Developer shall have the right to immediately appeal to the Town Manager for an expedited decision pursuant to this Section. Notwithstanding anything contained herein to the contrary, in the event the Town does not have a sufficient number of personnel to implement the expedited development review process or the expedited construction inspection process, the Developer may elect to pay the cost incurred by the Town for private independent consultants and advisors which may be retained by the Town, as necessary, to assist the Town in the review and/or inspection process; provided, however, that such consultants shall take instruction from, be controlled by, and be responsible to the Town and not the

Developer.

9.3 If the issue on which an impasse is reached is an issue where a final decision can be reached by the Town staff, the Town Manager shall give the Developer a final decision within 15 days after the Developer's request for an expedited decision. If the issue on which an impasse has been reached is one where a final decision requires an interpretation by the Board of Adjustment, the Town Manager shall schedule the Board of Adjustment within 30 days after the Developer's request for an expedited decision. If the issue on which an impasse has been reached is one where a final decision requires action by the Town Council, the Town Manager shall schedule a Town Council hearing on the issue within 30 days after Developer's request for an expedited decision; provided, however, that if the issue is appropriate for review by the Town's Planning and Zoning Commission, the matter shall be submitted to the Commission first, and then to the Town Council. Both the Town and Developer agree to continue to use reasonable good faith efforts to resolve any impasse pending any such expedited decision.

10. Default. Failure or unreasonable delay by either party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within 30 days after written notice thereof from the other party (the "Cure Period"), shall constitute a default under this Agreement; provided, however, that if the failure is such that more than 30 days would reasonably be required to perform such action or comply with any term or provision hereof, then the party shall have

such additional time as may be necessary to perform or comply so long as the party commences performance or compliance within said 30 day period and diligently proceeds to complete such performance or fulfill such obligation. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies which may be available under law or equity, including without limitation the right to specifically enforce any term or provision of this Agreement and/or the right to institute an action for damages.

11. Mediation; Arbitration. Notwithstanding other dispute processing mechanisms available under the Town Code, any dispute, claim or cause of action arising out of or relating to this Agreement may be settled by either party submitting the matter to mediation or either party submitting the matter to binding arbitration in accordance with the rules of the American Arbitration Association and the Arizona Uniform Arbitration Act, A.R.S. §12-1501, et seq. The judgment rendered by the arbitrator(s) shall be final, conclusive and binding upon the parties and may be entered in any court of competent jurisdiction. Notwithstanding any other provision of this Agreement, however, a dispute concerning an action, decision or omission of the Town Council shall not be submitted to mediation or arbitration, but instead shall be resolved through a civil action filed in a court of competent jurisdiction.

12. Notices and Filings. All notices, filings, consents, approvals and other

communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by certified United States Mail, postage pre-paid, return receipt requested if to:

The Town: Town of Camp Verde
P. O. Box 710
Camp Verde, AZ 86322
Attn: Town Manager

With copy to: Town of Camp Verde
P. O. Box 710
Camp Verde, AZ 86322
Attn: Town Attorney

The Developer: Harvard Investments, Inc.
2425 E. Camelback Road, Suite 900
Phoenix, AZ 85016
Attn: Craig Krumwiede

With a copy to: Burch & Cracchiolo, P.A.
702 E. Osborn, Ste. 200
Phoenix, AZ 85014
Attn: Marvin Davis

Or to such other address or addresses as may hereafter be specified by notice given by any of the above for itself to the others. Any notice or other communication directed to a party to this Agreement shall become effective upon the earliest of the following: (a) actual receipt by that party; (b) delivery to the address of the party, addressed to the party; or (c) if given by certified or registered U.S. Mail, return receipt requested, 36 hours after deposit with the United States Postal Service, addressed to the party.

13. General Provisions.

13.1 Good Standing; Authority. Each of the parties represents and warrants to the other (a) that it is duly formed and validly existing; (b) that it is a Delaware corporation qualified to do business in Arizona with respect to the Developer, or a municipal corporation, with respect to the Town; and (c) that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each such individual is signing.

13.2 Recordation. This Agreement shall be recorded in its entirety in the Official Records of Yavapai County, Arizona, not later than 10 days after its full execution.

13.3 Future Effect. The provisions of this Agreement are binding upon and shall inure to the benefit of the parties, and all of their successors in interest and assigns; provided, however, that the Developer's rights and obligations hereunder may be assigned, in whole or in part, only to a person or entity that has acquired title to the Property or a portion thereof and only by a written instrument recorded in the Official Records of Yavapai County, Arizona, expressly assigning such rights and obligations. Notwithstanding the foregoing, Developer may assign all or part of its rights and obligations under this Agreement to a homeowner's association to be established by the Developer or to any financial lender from which Developer has borrowed funds for use in developing the Property. Additionally, the Developer may assign its rights and duties under this Agreement to a wholly-owned subsidiary of, or to an affiliated entity controlled by the Developer. In

the event of a complete assignment by Developer, all of Developer's obligations hereunder shall terminate effective upon the assumption by Developer's assignee of such obligations.

13.4 Term. This Agreement shall be effective on the date of execution by both parties hereto and shall automatically terminate twenty (20) years after the date this Agreement is recorded in the official records of Yavapai County; provided, however, that the Town's obligation to provide municipal services to the Property, once commenced, shall survive termination of this Agreement.

13.5 Termination Upon Sale of Public Lots. Except as otherwise provided herein, the Town and Developer hereby acknowledge and agree that this Agreement is not intended to and shall not create conditions or exceptions to title or covenants running with the Property when sold to the end purchaser or user. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, no deed restriction requiring conformance with the PAD Plan shall be placed on any parcel or lot within the Property as a condition to issuing building permits, and this Agreement shall terminate without the execution or recordation of any further document or instrument as to any lot (a "Public Lot") which has been finally subdivided and individually (and not in "bulk") leased (for a period of longer than one year) or sold to the end purchaser or user thereof, and thereupon such Public Lot shall be released from and no longer be subject to or burdened by the provisions of this Agreement.

13.6 No Partnership; Third Parties. It is not intended by this Agreement to,

and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the Developer and the Town. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person or entity not a party hereto, and no such other person or entity shall have any right or cause of action hereunder.

13.7 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Town or the Developer of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

13.8 Severability. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. If any applicable law or court of competent jurisdiction prohibits or excuses the Town or Developer, as applicable, from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provisions requiring such action shall be deemed to permit the Town or Developer, as applicable, to take such action at its discretion, if such a construction is permitted by law.

13.9 Further Documentation. Each party agrees in good faith to execute such further or additional instruments and documents and to take such further acts as may be

to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Agreement.

13.11 Headings; Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

13.12 Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period of time begins to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (Phoenix time) on the last day of the applicable time period provided herein.

13.13 Amendment. No change or addition is to made to this Agreement except by a written amendment executed by the parties hereto. Within 10 days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Yavapai County.

13.14 Governing Law. This Agreement shall be interpreted and governed according to laws of the State of Arizona. The venue for any dispute hereunder shall be

Yavapai County, Arizona, and the parties hereby irrevocably waive any right to object to such venue.

13.15 Entire Agreement. This Agreement, together with all Exhibits attached hereto (which are incorporated herein by this reference), constitutes the entire agreement between the parties pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement.

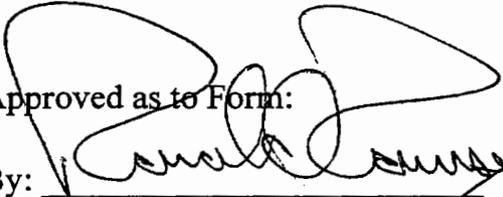
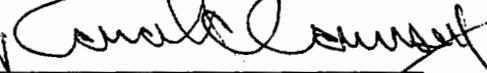
13.16 Time is of the essence of this Agreement and with respect to the performance required by each party hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) written below.

TOWN:

TOWN OF CAMP VERDE,
an Arizona municipal corporation

By: Carter Rogers
Its: Mayor
Date: 5/11/99

Approved as to Form: 
By: 
Town Attorney
Date: 5/11/99
Attested by: 
Town Clerk

LIST OF EXHIBITS

Exhibit

Description

A

The Property

The Homestead at Camp Verde: Legal Description

Page 1 of 2

PARCEL 1:

The North half of the Northeast quarter of Section 36, Township 14 North, Range 4 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona; AND

PARCEL 2:

The Southeast quarter of Section 25, Township 14 North, Range 4 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona; AND

PARCEL 3:

Lots 3 and 4 of Section 30, Lot 1 and the North half of the Northeast quarter of the Northwest quarter of Section 31, Township 14 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona; AND

PARCEL 4:

That portion of the South one-half of the Northeast quarter and the East one-half of the Northwest quarter of Section 36, Township 14 North, Range 4 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the Northeast corner of said South one-half of the Northeast quarter, said point lies South 1 degrees, 43 minutes, West, a distance of 1322.60 feet from the Northeast corner of said Section 36:

THENCE South 89 degrees, 54 minutes, West, a distance of 1373.15 feet along the 1/16 line to a point on a 3.8650 degree curve to the left, and the TRUE POINT OF BEGINNING of this description, having a delta of 23 degrees, 00 minutes, 13 seconds, R = 1482.40 feet, L = 595.18 feet, T = 301.68 feet (Total curve data: Delta = 82 degrees, 24 minutes, 40 seconds, R = 1482.40 feet);

THENCE along said curve for 595.18 feet to the P. T. of said curve, station 50+46.55

THENCE South 89 degrees, 11 minutes, West, a distance of 1662.97 feet to Station 43+44.74, the P. T. of a 7.4778 degree curve to the right, having a Delta of 90 degrees, R = 766.20 feet, L = 1203.54 feet, and T = 766.20 feet;

Exhibit A

Legal Description

The Homestead at Camp Verde

Harvard Investments

2425 E. Camelback Rd., Suite 900 · Phoenix, AZ 85016



The Homestead at Comp Verde: Legal Description; Cont.

Page 2 of 2

THENCE Northwesterly along said 7.4778 degree curve a distance of 1203.54 feet to the P. C. of said curve, Station 32+19.74 and an angle point;

THENCE North 00 degree, 49 minutes, West, 710 feet to the North line of said Section 36;

THENCE East along said Section line, 100.0 feet to the East right of way line of Route "A" (See "Finnie Flats Road Right of Way, Easement, and Real Property Exchange Agreement," dated November 5, 1984, recorded November 5, 1984 in Book 1674 of Official Records, Page 901, and thereafter amended by Stipulation and Agreement to Amend Finnie Flats Road Right of Way Easement and Real Property Exchange Agreement, dated June 17, 1985 recorded June 28, 1985 in Book 1733 of Official Records, Page 493);

THENCE South 00 degrees, 49 minutes, East along the East right of way, 710.00 feet to the P. C. of a 8.60 degrees curve to the left. Station 32+19.74, and along a portion of said curve for 856.50 feet to a P. O. C. having a Delta = 73 degrees, 39 minutes, 32 seconds, R = 666.20 feet, L = 856.50 feet, and T = 498.95 feet (Total curve data: Delta 90 degrees, R = 666.20 feet), this P. O. C. also being a point on the East line of said East one-half of the Northwest quarter:

THENCE North 10.0 feet to the Northwest corner of said South one-half of the Northeast quarter;

THENCE North 89 degrees, 54 minutes, East along the North right of way line, 1273.86 feet to the TRUE POINT OF BEGINNING and the end of this description.

EXCEPT all gas, oil, metals and mineral rights as reserved in Patent from the State of Arizona recorded May 28, 1970 in Book 602 of Official Records, Page 202.

EXCEPTING from the above described parcels:

The Easterly 50 feet of the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 31 and the Easterly 50 feet of the G. L. O., Lot 4 of Section 30, Township 14 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

ALSO EXCEPTING all that portion lying Northerly of the Southerly Meander line of the Verde River.

AND EXCEPTING therefrom all that portion of G. L. O., Lots 1 and 2 Section 31, Township 14, Range 5 East as conveyed in Warranty Deed Recorded January 27, 1997 in Book 3347 of Official Records, Page 921.

Exhibit A

Legal Description

The Homestead at Camp Verde

Harvard Investments
2425 E. Camelback Rd., Suite 900 · Phoenix, AZ 85016

