

Additional Information

**Regular Session
September 2, 2009**

**From Lynda Moore
Consent Agenda Item**

Information Regarding Verde Lakes Park

Location:

Take Hwy 260 towards Verde Lakes. Turn right onto Verde Lakes Drive, turn left at the second driveway. This will take you to the Verde Lakes Club House and Verde Lakes Water Co.

General Information:

The Verde Lakes Homeowners owns 1.21 acres that is used as a park. In 2007 staff removed old and very dangerous playground equipment and replaced it with new equipment that meets the National Playground Standards, as well as fall material. The equipment that we installed includes a swing set, orbiter, teeter tooter, jungle gym, two tiny tot bounces and a tether ball. We also provided two picnic tables and trash cans.

The park is open to Verde Lakes residents as well as the general public.

The facilities agreement is for the park area only. It does not include the club house or lake and does not have any effect on the HOA's rules and regulations or fees to its members.

Staff spends approximately 6 hours per month on weed eating and trash removal.

The Parks & Recreation Five-Year Plan outlines that we want to continue to add small neighborhood parks to our community, and at this time it is the only park in that area. By working together with the Verde Lakes HOA we are able to provide recreational opportunities to the community that we would otherwise not be able to afford.



Verde Lakes Park

**ADDITIONAL INFORMATION
REGULAR SESSION
SEPTEMBER 2, 2009**

FROM MATT MORRIS

ITEM #8

MEMORANDUM

To: Town Council & Planning and Zoning Commission
From: Matt Morris, Special Projects Administrator
CC: Debbie Barber, Town Clerk; Michael K. Scannell, Town Manager; Ron Long, Public Works Director; Mike Jenkins, Senior Planner
Date: 9/1/2009
Re: P & Z Ordinance Update Project Report

Attached to this memo is a preliminary list of participants for the Zoning Ordinance Rewrite Committee, or ZORC, which will serve as a sounding board during the entirety of the update and revision to the Town's land use and zoning codes. The attached list identifies the community member, their interest or group representation, and whether or not they have accepted a position on the committee. While we have contacted all 16 people, a few of the potential members needed additional time to consider their participation. The challenge of creating a committee such as this one, is finding the balance between including a good representation of the many interests within the community versus the need to keep the group limited to a productive size. As such, staff is grateful for those who have committed to participating and we believe the group identified thereto is representative of the cross section of interests that exist in Camp Verde today. Having said that, we are certainly open to suggestions you may have for additional participation on this committee. The first meeting of the ZORC is scheduled for Wednesday, September 2nd at 4:00 p.m. at the Town Marshal's Training Room.

Additional community participation and commentary will be sought via multiple neighborhood meetings, at varying locations throughout the community, as well as via larger public meetings and hearings at Town Hall. The first of these neighborhood meetings is tentatively planned for September 16th and September 23rd. Times, locations, etc will be posted to the project website, which can be found at www.cvaz.org/pzupdate.htm. Details will also be forwarded via letters to property owners located near the meeting location(s), via press release to local newspapers, and also via flyers to be posted at various locations around the community.

Thus far we have received questions regarding the Zoning Technical Advisory Committee, or ZTAC, and its purpose, makeup, etc. The title is perhaps more formal than necessary, but the ZTAC consists primarily of Town staff including the Town Manger, Public Works Director, Senior Planner, etc. Throughout the project process we expect to also solicit commentary from other reviewing agencies such as Yavapai County, Camp Verde Sanitary District, and Camp Verde Fire District. The primary difference between the Zoning Ordinance Rewrite Committee, ZORC, and the Zoning Technical Advisory Committee, ZTAC, is that the ZORC consists of non-staff members of the community whereas the ZTAC consists of Town and other governmental staff members. Additional information regarding the purpose and roles of these committees will be explained in greater detail at the kickoff ZORC meeting on September 2nd at 4:00 p.m. and at the following Council meeting at 6:30 p.m. during the progress report by Dava and Associates.

Please do not hesitate to contact me should you have any questions, comments or concerns regarding this memo or its contents. If however you are unable to reach me, I would please ask you redirect your question to Ms. Valerie House as I will be away from the office beginning September 2nd through September 25th.

Full Name	Committed?	Interest/Representation
Bill Carter	y	Merchant/Real estate
Dave Freeman	y	P/Z Commission
Bob Kovacovich	y	Town Council
James Binick	y	Design Review Board
Shirley Brinkman	y	Verde Lakes HOA
Carol German	y	Town Council
Max Crowley	y	Cliffs/Bluffs/Views HOA
Gregory Blue	y	Housing
Joel Westervelt		Architect
John Bassous	y	Builder/Developer
Joe Butner	y	P/Z Commission
Mary Taylor	y	Chamber of Commerce
Stan Bullard		Utilities - Water
Randy McDonald	y	Development
Al Roddan	y	Board of Adjustments
Alan Buchanan	y	General



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AGENDA
REGULAR SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street, Room #106
WEDNESDAY, SEPTEMBER 2, 2009
at 6:30 P.M.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) **Approval of the Minutes:**
 - 1) Regular Session – August 19, 2009
 - b) **Set Next Meeting, Date and Time:**
 - 1) September 9, 2009 at 6:30 p.m. – Work Session – Personnel Manual
 - 2) September 16, 2009 at 6:30 p.m. – Regular Session
 - 3) September 23, 2009 at 6:30 p.m. – Council Hearings Planning & Zoning Matters
 - c) **Possible approval of a Proclamation memorializing those men, women, and children who lost their lives in the unprovoked attacks of September 11, 2001.**
 - d) **Possible approval of the agreement with the Verde Lakes Homeowners Association (HOA) for the joint use of a 1.21-acre park owned by the HOA for a two-year period.** (Staff Resource: Lynda Moore)
 - e) **Possible approval of the Lease/Rental Agreement with Dr. Proper for the continued use of his building as an Animal Control/Shelter facility.** This is a budgeted item in the General Fund. (Staff Resource: Marshal David R. Smith)
5. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are Camp Verde Schools Education Foundation; Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, and Yavapai County Water Advisory Committee. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.
6. **Call to the Public for Items not on the Agenda.**
7. **Discussion, consideration, and possible approval of the Special Event Liquor License as submitted by the Verde Valley Mounted Sheriff's for the Fort Verde Days celebration on October 9 and 10, 2009.** (Staff Resource: Debbie Barber)
8. **Progress report by Town staff and consultant Dava and Associates regarding the Planning & Zoning Ordinance Comprehensive Update Project.** (Staff Resource: Matt Morris)
9. **Discussion, consideration, and possible direction to staff relative to the request by Council to combine the Design Review Board duties with those of the Planning & Zoning Commission.** (Staff Resource: Matt Morris)
10. **Possible approval of the Intergovernmental Agreement with the Camp Verde Unified School District for the triangle parking lot located between the District Administrative Offices and Butler Park for a one-year term.** (Staff Resource: Lynda Moore)
11. **Discussion, consideration, and possible action relative to granting authority to the Town Manager to acquire computer and ancillary equipment in order to upgrade the Town's computer system to prepare for the implementation of a new system-wide system in an amount of approximately \$59,448.** This is a budgeted item in the CIP. (Staff Resource: Michael Scannell)

Councilor Baker requested item 12:

12. **Discussion, consideration, and possible direction to staff relative to printing out various administrative reports, such as the Check Summary Report, to individual Council members that constitutes a waste of valuable resources.**
13. **Discussion, consideration, and possible direction to staff to notify the League of Arizona Cities and Towns relative to the Council's support of the following resolutions that have been presented to the League for consideration: 1) Federal Funding for Ports of Entry; 2) Trust Lands – Offsets/Credits for Rights-of-Way Purchase; 3) Reduce State Trust Land Acquisition Requirements for Transportation and Public Facilities; 4) Recognize Open Space as a Best Use for Certain Trust Land Parcels; 5) Allow Certain State Trust Lands to be Transferred to Cities for Open Space; 6) Support Heritage Fund; 7) Fully Fund Public Education and Higher Education Programs; 8) Support Housing Trust Fund; 9) Fund the Arizona Water Supply Revolving Fund; 10) Protection of Dedicated Funds; 11) Redevelopment Areas/Economic Development; 12) Retain and Enhance Economic Development Tools; 13) Sustainable Energy Financing District Authority; 14) Implement Emergency Medical Services Access Task Force Recommendations; 15) Service Maintenance District and HOA Insolvency; 16) Allow Requests for Price Ranges on Fees in RFQ/SOQs for Professional Services; 17) Additional Fees for Voluminous Public Records Requests; 18) Allow Municipal Websites to serve as Official Publication/Notification; 19) Certificate of Necessity, Local Government Ambulance Service; 20) Municipal Library Special Taxing Districts; 21) Municipal Input on Liquor Licenses; 22) Impact Fee and Building Code Protection; 23) Reducing Barriers to Annexation: County Fees, Taxes; 24) Greater Flexibility in Annexing County Islands; 25) Submission of Nomination Petitions by Candidates; 26) Independent Agency Review of Municipal Candidate Election Issues; 27) Military Installations; and 28) Clean Water Act. NOTE: A copy of these resolutions are available with this agenda packet online at www.cvaz.org. (Staff Resource: Debbie Barber)**
14. **Call to the Public for Items not on the Agenda.**

There will be no public input on the following items:

15. **Advanced Approvals of Town Expenditures**
 - a. **There are no advanced approvals.**
16. **Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.
17. **Adjournment**

Posted by: _____

U Jones

Date/Time: _____

8-28-09

8:20 a.m.

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

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

#4

MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
WEDNESDAY, AUGUST 19, 2009
6:30 P.M.

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

1. **Call to Order**

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

2. **Roll Call**

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

Also Present: Town Manager Michael Scannell, Town Marshal Dave Smith, Public Works Director Ron Long, Acting Community Development Director Mike Jenkins, Parks & Recreation Director Lynda Moore, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**

The Pledge was led by Garrison.

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

a) **Approval of the Minutes:**

- 1) Regular Session – August 5, 2009
- 2) Work Session – August 5, 2009

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

- 1) August 26, 2009 at 6:30 p.m. – Council Hears Planning & Zoning Matters
- 2) September 2, 2009 at 6:30 p.m. – Regular Session
- 3) September 9, 2009 at 6:30 p.m. – Work Session
- 4) September 16, 2009 at 6:30 p.m. – Regular Session
- 5) September 23, 2009 at 6:30 p.m. – Council Hearings Planning & Zoning Matters

c) **Possible authorization to pay \$22,368.18 for loss adjustment expenses incurred through 5/18/09 to Southwest Risk for the Zellner/California Hotwood v. Town of Camp Verde litigation.** This is a budgeted item in the FY 08/09 General Fund. (Staff Resource: Michael Scannell)

d) **Possible approval of and authorization for the Mayor to execute an Intergovernmental Agreement with Yavapai County Flood Control District to allow a funding rollover to FY 2009-10 in the amount of \$360,909 for the Cliffs Parkway Drainage project.** (Staff Resource: Ron Long)

e) **Possible approval of the FY 2009/10 Library Service Agreement with Yavapai County Library District to fund library services.** (Staff Resource: Gerry Laurito)

f) **Possible approval of a professional service contract for Indigent Legal Services for the Camp Verde Municipal Court.** This is a budgeted item in the General Fund. (Staff Resource: Judge Overholser)

On a motion by Baker, seconded by Kovacovich, the Consent Agenda was unanimously approved as presented.

5. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are Camp Verde Schools Education Foundation; Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, and Yavapai County Water Advisory Committee. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.

- **Mayor Burnside will provide a brief report of his meeting with Prescott National Forest representatives. Items to be included in this report are Travel Management Rule, American Recovery & Reinvestment Act projects, Status of the Northern Arizona Land Exchange (Yavapai Ranch Land Exchange), Fuels Management, and the Verde River Basin Partnership.**

Garrison reported that she attended all her meetings and has no further information.

Burnside reported on a very informational meeting he had attended that included the National Forest Supervisor, Alan Quan, and the new Verde Ranger District Manager, Dee Hines. Burnside reviewed the brief outline and update provided at the meeting regarding the current projects being undertaken by the Forest Service, involving creation of a map of a trails system, several Recovery & Reinvestment Act projects including the employment of a number of youth between 15 and 18 years of age, and the status of the Yavapai Ranch Land Exchange. Burnside also described the benefits of the prescribed burn projects, reported that only the communities in Yavapai County have joined the Verde River Basin Partnership, and commented that it now appears that Prescott is finally recognizing Camp Verde's needs.

There were no further reports.

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

(Comments from the following individuals are summarized.)

Tom Nielson reiterated his request for permission to paint the gazebo; volunteers are ready to start the work, he would like to get the project completed in time for Fort Verde Days, but no official go-ahead has been received yet. (*Burnside suggested that Mr. Nielson speak with him after this meeting, and he will offer a different approach to take .*)

Dan Brown, Superintendent of Schools of the Camp Verde Unified School District, described his research on the challenge and inherent benefits through the effort of getting the community and the schools to work more closely together. Concluding his presentation and outline of several ideas for fostering such unity, T-shirts purchased by Mr. and Mrs. Brown, with a message promoting Camp Verde, were distributed to the Council members and staff.

There was no further public input.

7. **Discussion, consideration, and possible appointment to the two vacant positions on the Planning & Zoning Commission. One position has a term that expires in September 2010, and the other position expires in September 2011. Applicants are Bill Carter, Michael Hough, and Chip Norton. (Staff Resource: Debbie Barber)**

On a motion by German, seconded by Baker, the Council unanimously approved the following appointments to the Planning & Zoning Commission: Michael Hough for the term that expires in September 2010, and Chip Norton for the term that expires in September 2011.

Town Clerk Barber reported on the results of advertising for the vacancies, and the responding applicants were invited to address the Council.

Chip Norton assured the Council that he understands the time involved in serving on the Commission, has enjoyed serving on the Design Review Board, is "semi-retired," and wants to stay involved in volunteering for the Town. He believes that merging the DRB with P&Z could work, but much thought should be devoted to how it is done.

Michael Hough said he wants to continue to be involved in both the Design Review Board and Planning & Zoning; he has concerns about the direction of the DRB and how it could affect small business. Hough also listed his past involvement on many positions serving the Town of Camp Verde.

Councilor Roulette confirmed that Bill Carter requested that his name be removed from the list of interested applicants.

8. **Discussion, consideration, and possible approval of the following: (Staff Resource: Ron Long)**

- a) **Memorandum of Understanding between Northern Arizona Council of Governments (NACOG) for the administration of the Voucher Transit System for FY 2009/10**
- b) **Approval of funds in the amount of \$18,000 for FY 2009/10 with \$7,200 rolled over from FY 2008/09 and \$10,800 to come from contingency in the event that LTAF II funds are not allocated.**

On a motion by German, seconded by Roulette, the Council unanimously approved funds in the amount of \$18,000 for FY 2009/10 with \$7,200 rolled over from FY 2008/09 and \$10,800 to come from the contingency fund in the event that LTAF II funds are not allocated; and approve the Memorandum of Understanding.

Public Works Director Ron Long discussed with Council the challenge of working with the funding received for the transportation assistance and the problem of not being able to come up with a better system that the Town can afford.; the ridership number needs to be increased in order to apply for adequate grant funding and create a workable bus system. There was discussion on the limits involved in the NACOG voucher program, and a reminder of the no-cost neighbor-helping-neighbor program recently presented to Council by the Verde Valley Caregivers. Long commented on the possibility that the LTAF II funds might not be allocated, and the need for approving contingency funds as a backup. Long added that staff is continuing to look for ways for the Town to provide some sort of transit system.

PUBLIC INPUT

There was no public input.

9. **Discussion, consideration, and possible approval of Resolution 2009-767, a Resolution of the Mayor and Council of the Town of Camp Verde, Arizona declaring as a public record a certain document filed with the Town Clerk and entitled, "Town of Camp Verde Technical Code Amendments Chapter 7 – Building, Article 7-1, Section 7-1-100 of the Town of Camp Verde Code" of the Town of Camp Verde, Arizona. (Staff Resource: Mike Jenkins)**

On a motion by Baker, seconded by Garrison, the Council unanimously approved Resolution 2009-767, a Resolution of the Mayor and Council of the Town of Camp Verde, Arizona declaring as a public record a certain document filed with the Town Clerk and entitled, "Town of Camp Verde Technical Code Amendments Chapter 7 – Building, Article 7-1, Section 7-1-100 of the Town of Camp Verde Code" of the Town of Camp Verde, Arizona.

Acting Community Development Director Jenkins reminded the members that discussions have been held at length and questions answered on this proposed Resolution in the past; staff is available to answer any further questions.

PUBLIC INPUT

There was no public input.

10. **Discussion, consideration, and possible approval of Ordinance 2009-A359, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting by reference the 2006 International Code Council Codes (ICC), and related public codes and the "Town of Camp Verde Technical Code Amendments", amending Town Code Chapter 7 – Building, Article 7-1, and Adding Section 7-1-100, establishing a protocol for the annual review of Fee Schedules, and prescribing penalties for violations thereof. (Staff Resource: Mike Jenkins)**

On a motion by Whatley, seconded by Garrison, the Council unanimously approved Ordinance 2009-A359, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting by reference the 2006 International Code Council Codes (ICC), and related public codes and the "Town of Camp Verde Technical Code Amendments", amending Town Code Chapter 7 – Building, Article 7-1, and Adding Section 7-1-100, establishing a protocol for the annual review of Fee Schedules and prescribing penalties for violations thereof.

Jenkins said that if Council had further questions, staff is available to respond. A brief discussion with staff was held on the definition of "protocol."

Garrison stated for the benefit of any citizens who have not been following these actions being taken, the Council is not "rubber stamping" its approvals; staff and Council have worked on these issues for months. There was also confirmation that the current fee study will not be affected by adoption of this item.

PUBLIC INPUT

There was no public input.

11. **Discussion, consideration, and possible approval of Resolution 2009-769, a Resolution of the Mayor and Council of the Town of Camp Verde, Arizona declaring as a public record a certain document filed with the Town Clerk and entitled, "Town of Camp Verde Administrative Building Code Chapter 7 – Building, Article 7-2 Section 7-2-101 through Section 7-2-11 of the Town of Camp Verde Code" of the Town of Camp Verde, Arizona. (Staff Resource: Mike Jenkins)**

On a motion by Kovacovich, seconded by Baker, the Council unanimously approved Resolution 2009-769, a Resolution of the Mayor and Council of the Town of Camp Verde, Arizona declaring as a public record a certain document filed with the Town Clerk and entitled, "Town of Camp Verde Administrative Building Code Chapter 7 – Building, Article 7-2 Section 7-2-101 through Section 7-2-111 of the Town of Camp Verde Code" of the Town of Camp Verde, Arizona.

Jenkins said this Resolution will approve by formal action the Town of Camp Verde Administrative Building Code as a public record; furthermore, the agenda item should be corrected to properly reflect Section 7-2-101 through Section 7-2-111.

PUBLIC INPUT

There was no public input.

12. **Discussion, consideration, and possible approval of Ordinance 2009-A361, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting by reference the Town of Camp Verde "Administrative Building Code", amending Town Code Chapter 7 – Building, Article 7-2, and adding Section 7-2-101 through Section 7-2-111, establishing a protocol for the annual review of Fee Schedules, and prescribing penalties for**

violations thereof. (Staff Resource: Mike Jenkins)

On a motion by Garrison, seconded by Whatley, the Council unanimously approved Ordinance 2009-A361, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting by reference the Town of Camp Verde "Administrative Building Code", amending Town Code Chapter 7 – Building, Article 7-2, and adding Section 7-2-101 through Section 7-2-111, establishing a protocol for the annual review of Fee Schedules, and prescribing penalties for violations thereof, with the following revisions: 1) Leave the Board of Appeals procedures in the Administrative Building Code, Section 7-2-110 Board of Appeals; 2) Amend the verbiage on Page 43, Section 7-2-110.1, first sentence, to read, "... there shall be and is hereby created one Board of Appeals..."; and 3) Change the verbiage on Page 43, Section 7-2-110.1, last sentence, "The Building Official shall be the Ex-Officio member of and shall consult with and provide advice to the Board during the proceedings and may act as Secretary to the Board..."

PUBLIC INPUT

There was no public input.

13. **Discussion, consideration, and possible approval of an amendment to the FY 09/10 Services Agreement with the Chamber of Commerce relative to adding a performance incentive to the Chamber's budget base funding of FIFTY (50%) of the Bed Tax Revenues in EXCESS OF ONE HUNDRED and FORTY THOUSAND DOLLARS UP TO A MAXIMUM OF TWENTY THOUSAND DOLLARS.** This is an unbudgeted item. (Staff Resource: Michael Scannell)

On a motion by Garrison, seconded by German, the Council unanimously approved an amendment to the FY 09/10 Services Agreement between the Town of Camp Verde and the Chamber of Commerce relative to adding a performance incentive to the Chamber's budget base funding of FIFTY PERCENT (50%) of the Bed Tax Revenues in EXCESS OF ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS UP TO A MAXIMUM OF TWENTY THOUSAND DOLLARS.

Town Manager Scannell referred to the agreement between the Town and the Chamber of Commerce for the last number of years; the 08/09 Budget included a provision for a bonus providing the Bed Tax Revenues exceeded \$135,000, which resulted in a bonus this year of approximately \$6,000-\$7,000. Based on the current economy, staff had recommended eliminating the bonus provision; however, after further discussions with the Chamber, Scannell said he is requesting that the incentive provision be included in the agreement with the Chamber since they have been doing an outstanding job, but with the exceeded amount to be set at \$140,000 instead of \$135,000, and the bonus to be capped at \$20,000.

PUBLIC INPUT

(Comments from the following individual are summarized.)

Tracie Schimikowsky, Executive Director for the Camp Verde Chamber of Commerce, requested that the proposed threshold be left at \$135,000, still at the 50% pay and a \$20,000 cap. Ms. Schimikowsky presented the past and anticipated Bed Tax Revenues figures that indicate the current trend or benchmark for a three-year period, after which she suggested that the threshold could then be raised to the \$140,000.

There was no further public input.

After discussion, with further input from Ms. Schimikowsky on the Chamber's marketing strategies, there was general agreement that the Chamber was doing an excellent job and that leaving the current threshold as it is would be fair and reasonable; upon further consideration Scannell said he would have no problem with recommending approval of the \$135,000 benchmark.

NOTE: A recess was called at 7:55 p.m. the meeting was called back to order at 8:03 p.m.

14. **Discussion, consideration, and possible approval of Resolution 2009-781, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona establishing rules and procedures for all Special Events held within the incorporated limits of the Town of Camp Verde and adopting the Town of Camp Verde Special Event Permitting Process and Handbook to become effective immediately upon its adoption.** (Staff Resource: Debbie Barber)

There was no action taken. This item will be continued to the meeting scheduled for August 26, 2009.

Barber explained that the subject document was the final draft of the Special Event Permitting Process and Handbook to be approved by Resolution 2009-781 to become effective immediately. In addition to Council comments, Barber said staff has also received comments from staff and the public. Barber proceeded to point out the areas to be reviewed as well as clarified. The following revisions were agreed upon regarding the General Liability Insurance provisions:

The first sentence on Page 8 shall be revised to add, as underlined, "You must provide a Certificate of Insurance (COI) from an insurance company with a minimum rating of A-Minus by the A.M. Best rating company, for General Liability Insurance..." In addition, Page 8 shall provide that the requirement for General Liability Insurance shall be \$1,000,000 per occurrence and

\$1,000,000 aggregate.

Much of the ensuing lengthy discussion focused on the issue of providing security personnel, with advice and recommendations from Town Marshal Smith, as well as requiring that alcohol be sold and consumed only in specific areas. It was agreed that security personnel employed by the vendor or promoter must be cleared through the Camp Verde Marshal's Office. During the discussion there was some agreement that the expense to the Marshal's Office of providing the required two Deputies for the three events, Fort Verde Days, Crawdad Festival, and Pecan & Wine Festival, should be subsidized by the Town. It was also suggested that the Town Attorney should be consulted again on the issue of to what degree the Town might incur liability in connection with any involvement in the events. Discussing the Security section on Page 12, it was agreed that the language would be revised to indicate that "...security must be **cleared** through the Camp Verde Marshal's Office." No decision was made as to the language in the remainder of that paragraph.

The members addressed the subject of having specific site plans provided in the application for an event. **Jim Williams**, representing the Verde Valley Rangers, presented their request for two areas for a beer garden during Fort Verde Days, instead of only one location as required in the Procedures Handbook. After further discussion of the planned activities with Mr. Williams, including the Crawdad Festival, a compromise was reached by agreeing that the two requested fenced-in areas would be used as discussed, but only one at a time, and only one-half of the soccer field set aside for a beer garden instead of the entire field as requested. There was some discussion about revising the specific language regarding dimensions contained on Page 9 in "Set-up Requirements." It was determined that the service and consumption of alcohol at the Pecan & Wine Festival would be limited to the Gym only. **Carlie Androus**, of Camp Verde Promotions, commented that time is of the essence for Fort Verde Days, and she needs to get started on the paperwork. Also, Ms. Androus said that she had spoken with Mr. Scannell about a reduction in the fee for a vendor license. Barber confirmed that it would be possible under the existing Code for the Town Manager to waive fees for certain categories of vendors. Scannell said that during his meeting with Ms. Androus they had agreed to a fee of \$25 per day, and that is what he would recommend that Council approve. Ms. Androus was assured that the Minutes will reflect that the fee will be \$25 as discussed, and staff will do whatever is needed to get the packet out to her for processing as soon as possible.

It was agreed that the discussion on the Special Event Permitting Process and Handbook will be continued to the next meeting.

15. **Discussion, consideration, and possible approval of Ordinance 2009-A367, and Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending Section 11-1-6 of the Town Code related to Parks – Alcohol Use.** (Staff Resource: Debbie Barber)

On a motion by Baker, seconded by German, the Council **voted 5-2** to approve Ordinance 2009-A367, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending Section 11-1-6 of the Town Code related to Parks – Alcohol Use, adding language as follows (underlined): "... SHALL BE LIMITED TO ONE SPECIFIED AREA AT A TIME."; with 'no' votes by **Whatley and Garrison**.

The proposed Ordinance was briefly reviewed, and it was agreed that a minor addition should be made for clarification, that alcohol would be limited to one specified area at one time.

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

There was no public input.

17. **Advanced Approvals of Town Expenditures**

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

There were no advanced approvals.

18. **Manager/Staff Report**

There was no Manager/staff report.

19. **Adjournment**

On a motion by Garrison, seconded by Baker, the meeting was adjourned at 10:15 p.m.

Bob Burnside, 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 19th day of August 2009. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2009.

Debbie Barber, Town Clerk

Town of Camp Verde Camp Verde, Arizona

PROCLAMATION

"A Day to Remember"

- Whereas,** the unprovoked attacks of September 11, 2001 upon America by foreign terrorists have thrust the United States and other countries into a war it never envisioned, either militarily or diplomatically; and
- Whereas,** the challenges facing all the civilized people of the world as they relate to the war on terrorism will not end until those fanatics responsible are eliminated or brought to justice; and
- Whereas,** America is fully committed through "Operation Enduring Freedom" and "Operation Nobel Eagle" to ensure our freedom remains unfettered and sovereign for all generations, now and forever; and
- Whereas,** world opinion needs to remain focused upon the eradication of these inhuman acts perpetrated around the globe; and
- Whereas,** one way to accomplish this is to NEVER FORGET that those innocent victims did not die in vain; and
- Whereas,** America can fight back by reminding the world that the deaths of these people will always be remembered and that they will be forever loved; and
- Whereas,** a noble and appropriate way to accomplish this is through the annual celebration of their living; and
- Whereas,** this commemoration should be held each September 11th throughout the land to include:
- **The promotion of global peace and goodwill.**
 - **The demonstration of America's resolve and perseverance to win the war on terrorism.**
 - **The advancement of responsible citizenship.**
 - **The encouragement of responsible citizenship.**
 - **The encouragement of patriotism and love of country.**
 - **The poignant remembrance of those innocent victims that died on September 11th as heroes, one and all.**

NOW THEREFORE, the Mayor and Common Council of the Town of Camp Verde, Camp Verde, Arizona, do hereby issue this Proclamation to memorialize those men, women, and children who lost their lives; and be it further declared that this Proclamation be publicized for all to see and know that the citizens of Camp Verde remember with eternal respect those whose lives were suddenly, without cause, and pointlessly taken from them on September 11, 2001.

“May They Forever Rest in Peace and Abide in Our Memories”

Proclaimed this 2st day of September 2009.

Bob Burnside, Mayor

ATTEST:

Deborah Barber, Town Clerk



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: September 2, 2009

Meeting Type: Regular Session

Consent Agenda Regular Business

Reference Document: Joint Use of Athletic and Recreational Facilities

Agenda Title (be exact):

Discussion, consideration, and possible approval to renew the Agreement with the Verde Lakes Homeowners Association (HOA) for joint use of a 1.21. acre park owned by the HOA for a period of two years.

Purpose and Background Information:

Verde Lakes Homeowners owns a 1.21 acre parcel of property that is used as a park. The Town and Association have been in an agreement for the past several years. In 2007 the Town installed new playground equipment and took care of some safety issues at the park. This park is open to the residents as well as the general community. Our Five-Year Plan outlines that we want to continue to add small neighborhood parks to our community, and at the present time this is the only park available in that area. This park requires minimal maintenance with approx. 6 hours per month spend on weed eating and trash removal.

Recommendation (Suggested Motion):

Move to approve renewing the Agreement with the Verde Lakes Homeowners Association (HOA) for joint use of a 1.21. acre park owned by the HOA for a period of two years.

Finance Director Comments/Fund: Budgeted item

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Parks & Recreation

Contact Person: Lynda Moore

Action Report prepared by: Lynda Moore

AGREEMENT
FOR
JOINT USE OF ATHLETIC FACILITIES
AND
RECREATIONAL EASEMENT

This Agreement ("Agreement"), made this 2nd day of September, 2009, by and between the TOWN OF CAMP VERDE, a municipal corporation of the State of Arizona hereinafter called the "TOWN," Verde Lakes Property Owners Association, herein referred to as "OWNERS."

WHEREAS, it is in the best interests of the public that Verde Lakes Property Owners Association may grant occasional recreational and educational use of its property; and

WHEREAS, the TOWN and the OWNERS agree to a joint use of a portion of the property ("Site") owned by the OWNERS, as indicated on Exhibit A; and

WHEREAS, the recreational improvements located on the site increase the recreational capabilities available to residents and the community as a whole.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter contained, it is agreed by and between the TOWN and the OWNERS as follows:

1. **PURPOSE:** This Agreement provides for the joint use of the Facility for the purpose of providing joint recreation facilities in the form of playground equipment, recreational facilities and picnic areas.
2. **TERM:** This Agreement shall be for a period of two (2) years, renewable by mutual consent for successive two (2) year periods.
3. **CONSTRUCTION:** The OWNERS agrees to pay for the water for the Facility. The TOWN, contingent upon annual funding appropriated by Town Council, agrees to be responsible for the continuing maintenance of the Facility to a standard equivalent to other similar TOWN maintained park facilities, such as Butler Park. In the event that the Town Council does not appropriate sufficient funding for all purposes specified in this Agreement, the OWNERS may cancel this Agreement upon thirty (30) days written notice to the TOWN. In the event of a termination of Agreement, the TOWN reserves the right to remove all portable facilities, such as bleachers, benches and picnic tables.
4. **USE:** The parties hereto agree that said Facility shall be used for residential and community use between the hours of 6:00 a.m. and 10:00 p.m.
5. **INSURANCE:** It is mutually agreed between the parties hereto that each has secured and shall continue in force public liability insurance as shall be deemed necessary for its own protection. To the extent permitted by law, each party shall indemnify and hold harmless the other party from the negligent acts or omissions of its agents and employees. Each party shall be required to obtain and maintain insurance in the sum of not less than One Million Dollars covering its activities. This insurance may be comprised of self-insurance retention (SIR) and insurance in an aggregate sum of not less than One Million Dollars, provided that the SIR for either party's insurance policy shall not exceed Twenty-Five Thousand Dollars. The parties shall annually provide to each other a certificate of insurance that the insurance and/or SIR in the stipulated sum is in effect. The insurance of the TOWN shall name the OWNERS and their officers, agents, and employees as

08/05/09

additional insured's. The insurance of the OWNERS shall name the TOWN and its officers, agents, and employees as additional insured's.

6. FUTURE AMENITIES/DEVELOPMENT: Future development of the Facility, such as basketball court, fencing and turf, must have approval of both parties, with all construction costs agreeable to both the TOWN and the OWNERS. The parties will either amend this Agreement accordingly or enter into a separate agreement regarding such future development. All development will have approval of the OWNERS and the TOWN.

7. SEVERABILITY: If any terms, parts, or provisions of this Agreement are for any reason invalid or unenforceable, the remaining terms, parts, or provisions are nevertheless valid and enforceable.

8. NO PARTNERSHIP: Nothing in this Agreement constitutes a partnership or joint venture between the parties, and neither party is the principal or agent of the other.

9. SUCCESSORS AND ASSIGNS: This Agreement is not assignable unless both parties mutually consent otherwise in writing. The requirements of this Agreement are binding upon their heirs, executors, administrators, and assigns of both parties.

10. ARBITRATION: If the parties mutually agree, claims, disputes or other matters in question, may be submitted for arbitration and decided according to the Arizona Uniform Rules of Procedure for Arbitration. Demand for arbitration must be files in writing with the other party to this Agreement.

11. ATTORNEYS' FEES AND COSTS: If either party brings an action or proceeding for failure to observe any of the terms or provisions of this Agreement, the prevailing party may recover, as part of the action or proceeding, all litigation, arbitration and collection expenses, including, but not limited to, witness fees, court costs, and reasonable attorney fees.

12. VENUE: The parties must institute and maintain any legal actions or other judicial proceedings arising from the Agreement in a court of competent jurisdiction in Yavapai County, Arizona.

13. SALE OF PROPERTY: In the event the OWNERS decide to sell any or all of Parcel # 404-13-451H, the site of the Verde Lakes Property Association Park, the TOWN will be duly notified at least fifteen (15) calendar days prior to either listing of the Parcel for sale or, if the Parcel is not to be listed, prior to executing a binding contract for the sale of the Parcel.

14. COMPLIANCE WITH LAW: The parties must comply with all federal, state, and local laws and ordinances applicable to performance under this contract, including the Americans with Disabilities Act (ADA). The TOWN will install all improvements on the Site shown on Exhibit B in compliance with the ADA and will hold the OWNERS harmless from all claims under the ADA. All improvements installed by the TOWN shall remain TOWN property and shall be retained by the TOWN if the Site is sold.

TOWN OF CAMP VERDE,
a municipal corporation

By _____
Michael K. Scannell, Town Manager

VERDE LAKES PROPERTY OWNERS
ASSOCIATION, an Arizona nonprofit
corporation

By _____
Shirley Brinkman

ATTEST:

Debbie Barber, Town Clerk

APPROVED AS TO FORM:

William J. Sims III, Town Attorney



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: September 2, 2009
Session

Meeting Type: Regular

Consent Agenda **Regular Business**

Reference Document: N/A

Agenda Title (be exact):

Discussion, consideration, and possible approval to renew the Lease/Rental Agreement with Dr. Proper for the continued use of his building as an Animal Control/Shelter Facility.

Purpose and Background Information:

For the last five years, the Town has leased a building from Dr. Proper for use as an Animal Shelter. The current lease expires September 30, 2009. The new lease is for a two-year period and gives Animal Control an additional 525 sq. ft. The first year cost is \$1,500 a month plus utilities. This cost has been included in the 2009-10 budget.

Recommendation (Suggested Motion):

Move to approve the Lease/Rental Agreement between the Town of Camp Verde and Dr. Proper for use of his building as an Animal Control/Shelter Facility.

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

Finance Director Comments/Fund:

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

Attorney Comments:

Submitting Department: Marshal's Office

Contact Person: David R. Smith

Action Report prepared by: David R. Smith

LEASE/RENTAL AGREEMENT

THIS AGREEMENT, is made and effective this _____ day of _____, 2009 between Rod L. Proper Rentals, a sole proprietor, hereinafter called LESSOR, party of the first part, and THE TOWN OF CAMP VERDE, an incorporated municipality, hereinafter called LESSEE, party of the second part.

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor, certain tangible personal property, and

WHEREAS, Lessee, as an incorporated Town is allowed under A.R.S. 9-241 to lease property, real and personal, necessary or proper to carry out the purposes of the corporation, within its limits, and

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

WITNESSETH, That Lessor does hereby lease unto said Lessee, and Lessee does hereby hire and take as tenant, that portion of building commonly known and described as: The Animal Control Facility includes:

- A) 8'x14' Office area, and
- B) 11'x38' Kennel area containing 11 individual, chain-link divided dog runs, 8 individual smaller dog and cat cages, and
- C) 8'x6' Shared Bathroom, with toilet and sink, and
- D) 8'x6' hallway storage area, and
- E) 6'x10' storeroom, and
- F) 10'x24' concrete slab with drain, and
- G) 14'x8' enclosed entry/porch at entry doors, and
- H) 20'x20' slab with half wall-puppy play area.
- I) Additional 525 sq. feet formerly used by Camp Verde Vet. Clinic.
 - a) 320 sq. feet of heavy chain link, large, divided quarantine runs.
 - b) 205 sq. feet for cat cages, play area and laundry.
- J) On-site parking lot.

Total indoor and outdoor useable space not including parking area is 1,963 sq. feet.

The said areas are to be used and occupied by Lessee as and for the purpose of: An Animal Control Facility and for no other purposes or uses whatsoever, for the term of 2 years, with a three month termination option as detailed in paragraph 30, after the 1st year. All payments are subject and conditioned on the terms of the LEASE/RENTAL AGREEMENT as governed by paragraphs twelve (12), thirteen (13), twenty six (26), and twenty seven (27), beginning the 1st day of October, 2009 and ending the 30th day of September, 2011.

The monthly rental of:

Year 1: \$1500.00

Year 2: \$1530.00

plus applicable sales tax of 2% (and/or increases). There will be an increase for any applicable taxes, including property taxes.

Rent is payable as follows:

All payments to be made to the Lessor on the 1st day of each and every month in advance without demand to Rod L. Proper Rentals, P.O. box 4693, Camp Verde, Az. 86322 or at such other place and to such other person as the Lessor may from time to time designate in writing.

The following express stipulations and conditions are made a part of this lease, which shall constitute the terms of this LEASE/RENTAL AGREEMENT and are assented to and agreed upon by Lessee:

- 1) Lessee acknowledges and agrees to share restroom usage with adjacent pet groomer and agrees to not "lock-out" pet groomer from such bathroom privileges. Lessee also agrees to allow pet groomer occasional 1-day usage of a run for her large dogs if said runs are not occupied by Lessee's animals. In exchange Lessee has full usage of pet groomers laundry facilities.
- 2) Water and trash pick-up are provided for the entire building occupants, by Lessor. All other utilities including but not limited to: Electricity, Propane, Sewer, and Telephone, shall be put in the name of Lessee and all associated costs shall be borne by Lessee.
- 3) If rent is not received by Lessor/Agent within 10 days of due date, an additional \$5.00 per day late fee shall be assessed for each and every day past the date on which rent payment is due. This amount shall be payable with the rent for said month.
- 4) The Lessee shall not assign this lease, nor sub-let the premises, or any part thereof, nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than that as above stipulated without the prior written consent of the Lessor. No assignment or sub-lease shall release Lessee from the obligations of this lease without the prior written consent of Lessor.
- 5) The Lessee shall not make any alterations to the premises, or any part thereof, without the prior written consent of the Lessor and all additions thereto, fixtures, or improvements which may be made by Lessee, shall become the property of the Lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this lease.

- 6) All personal property placed or moved into the above described premises shall be at the sole risk of the Lessee or owner thereof, and Lessee agrees to hold Lessor harmless and indemnify Lessor from any claims related to said personal property, and Lessor shall not be liable for any damage to said personal property, or to the Lessee arising from the failure or defect of water pipes, sewer pipes, other plumbing, gas or electrical fixtures, pipes or wiring, or from any act of negligence of any co-tenant or occupants of the building or property or from any person whatsoever, or from rain, snow, sleet, fire, ice or any other natural disaster.
- 7) Lessee shall promptly comply with and execute all rules, orders, and regulations of the Board of Fire underwriters and that any fire, liability or other insurance policy obtained by Lessee shall contain a provision that the insurer waives any right of subrogation or indemnification against the Lessor.
- 8) Lessee shall not maintain any stock of goods, equipment, or any other act, or omit to perform any act which has the effect of impairing, invalidating, or increasing the premiums of any insurance policy maintained by Lessor on the leased premises or adjoining properties. Lessee agrees to pay upon demand, as additional rent, any increased insurance premiums on policies held by Lessor resulting from the aforementioned acts.
- 9) Lessor shall not be liable for any loss, theft, damage or vandalism to property and to pets, or injury or death to Lessee, Lessee's employees, pets, or any person on or about the leased premises and Lessee agrees to indemnify and hold harmless Lessor, including costs, expenses and attorneys fees incurred by reason thereof.
- 10) Lessee shall be responsible for, and shall provide, his own insurance coverage with respect to all equipment, furnishings, personal property, personal injury, premises liability and pet liability on or about the leased premises and shall provide Rod L. Proper Rentals a copy of "Certificate of Insurance".
- 11) In the event that the premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this agreement, whereby the same shall be rendered untenable, then the Lessor shall have the right to render said premises tenable within ninety (90) days there from or elect to terminate this lease agreement effective at the end of the month in which the premises were rendered untenable. The election mentioned herein shall be evidenced in writing and delivered to Lessee at its normal business mailing address.
- 12) The prompt payment of the rent for said premises upon the dates named, and the faithful observance of the terms and conditions printed upon this lease, and which are made a part of this covenant, are the conditions upon which the lease is made and accepted and any failure on the part of the Lessee to comply with the terms and conditions of said lease, or any of said terms and conditions now in existence, shall at the option of the Lessor, work a forfeiture of this contract, and all of the

rights of the Lessee hereunder, and thereupon the Lessor, his agents or attorneys, shall have the right to enter said premises, and remove all persons therefrom forcibly or other wise, and the Lessee thereby expressly waives any and all notice required by law to terminate tenancy, and also waives any and all legal proceedings to recover possession of said premises, and expressly agrees that in the event of a violation of any of the terms or conditions of this lease, now in existence, said Lessor, his agent or attorneys, may upon 30 days written notice re-enter said premises and dispossess Lessee.

- 13) Lessee hereby accepts the premises in the condition they are in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said lease, excepting only reasonable wear and tear arising from the user thereof under this agreement. Upon the expiration or earlier termination of this Lease, Lessee shall return the property to Lessor in good repair and condition, ordinary wear and tear resulting from proper use thereof alone excepted, and to pay to Lessor immediately upon demand any damage to water apparatus, electrical lights, fixtures, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of Lessee, or of any person or persons in the employ of Lessee, or of any person on the premises at the invitation or for the benefit of Lessee.
- 14) Lessor shall maintain the exterior of the leased premises to include the roof, exterior walls, paint, plumbing and wiring up to but not beyond the point of connection to the leased premises, where the maintenance is necessary as a result of normal wear and tear and not through the acts or omissions of Lessee. Lessee shall maintain the interior of the leased premises as specified including all plumbing, wiring, floor covering, fixtures, kennels, window or other glass, paint and wall coverings.
- 15) Lessee shall not place any advertising or other signs in, on or about the leased premises, or any adjoining premises or property without the prior written consent of the Lessor. Said consent not to be unreasonably withheld by Lessor. Any such signs or advertising to be established and maintained at the sole expense of Lessee.
- 16) Interruptions or failure of any service maintained in or at the leased premises shall not entitle Lessee to any claim against Lessor or to any reduction or abatement in rent and Lessor shall incur no liability to Lessee therefore. Nor shall the same constitute constructive eviction unless Lessor fails to take such measures as may be reasonable under the circumstances to restore the services without undue delay. Lessee shall give Lessor prompt written notice of all such failures of service.
- 17) Lessee shall reimburse Lessor for all expenditures made by Lessor for any assessments levied by any governmental authority against the subject property on a proportionate basis by dividing the square or linear footage of the property

assessed as determined by the manner in which the property is assessed and paid as rent evenly distributed over the remaining life of the lease.

- 18) In the event of an increase in any city, county, state, personal, and property taxes paid by the Lessor over the amount of taxes paid during the initial year of the lease, Lessee shall pay the proportionate share of such increase based on the square footage of the leased premises to the square footage of the area so affected as and for additional rent.
- 19) Lessee shall permit Lessor and Lessor's agents to enter the leased premises at all reasonable times to view the state and condition of the premises or to make such alteration or repairs therein as may be necessary for the safety and preservation thereof, or for any other reasonable purposes and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (30) days prior to the expiration of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions not previously approved by Lessor.
- 20) This Lease shall be subject and subordinate to any mortgage or mortgages now on the premises or ones hereinafter placed upon it and to any and all future improvements made to the land comprising the demised premises. The Lessee agrees to execute upon request any and all documents the Lessor finds necessary to accomplish such subordination of this lease to the liens of any such mortgage or mortgages. Further, the Lessee agrees that Lessor is designated as his attorney in fact to execute such documents in the name of the Lessee as his act and deed.
- 21) Lessee shall at all times keep the leased premises and Lessor or Lessor's property free and clear of mechanics liens or encumbrances in the nature thereof caused by Lessee or Lessee's business and shall hold Lessor harmless therefor and shall indemnify Lessor for amounts expended by Lessor to discharge any such lien or encumbrance upon demand including all costs and reasonable attorney fees to effect such discharge.
- 22) If the Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the Lessee, before the end of said lease the Lessor is hereby irrevocable authorized at his option to forthwith cancel this lease, as for default. Lessor may elect to accept rent from such receiver, trustee or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting Lessor's rights as contained in this lease, but no receiver, trustee, or other judicial officer shall ever have any right, title or interest in or to the above described property by virtue of this lease.
- 23) This lease shall bind the Lessor and his assigns or successors.

- 24) That so long as Lessee pays the rent provided for herein and otherwise abides by the terms and conditions set forth in this agreement he shall have peaceful and quiet enjoyment to the leased premises.
- 25) That the use of the terms "he" and "his" throughout this lease are to be construed in a gender neutral manner, singular or plural without regard to whether the party is a natural person or artificial entity.
- 26) That time is of the essence of this lease and this applies to all terms and conditions contained herein. Further, that all terms and conditions are material.
- 27) Nothing contained in this agreement shall be construed as waiving any of the Lessor/Landlord or Lessee rights under the laws of the State of Arizona. That the rights of the Lessor under the foregoing shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights. Further, that in the event any term, condition or clause of the foregoing shall be deemed invalid or unenforceable by a court of competent jurisdiction, all other terms, conditions or clauses shall remain fully enforceable.
- 28) The prevailing party in any action brought for recovery of rent or other moneys due or to become due under this agreement, or by reason of a breach of any covenant herein contained, or for recovery of the possession of said premises, or to compel performance of anything agreed to be done herein, or to recover for damages to said property, or to enjoin any act contrary to the provisions hereof, shall be awarded all of the costs in connection therewith, including but not limited to reasonable attorney's fees.
- 29) The parties accept full responsibility for the actions of their own employees while acting under authority of this Agreement. Nothing in this Agreement will be construed to mean that an employee of one agency is an employee or agent of the other agency.
- 30) This Agreement may be terminated by either party, without cause, after the first year, with 3 month written notice to the other party delivered by certified mail to the business address of the receiving party. The party requesting termination of the Lease must state the reasons for the termination with sufficiency to enable the other party to respond. Any responses must be written and must be received within one month of the initial notice. The initial party must then make a final response in writing within one month addressing their intent to terminate. The party initiating the termination may choose to withdraw the termination. Exchange of responses does not change the three-month notice date of the initial letter, unless so agreed by both parties. It is understood and agreed between Lessee and Lessor that written notice mailed or delivered to the leased premises shall constitute sufficient notice to the Lessee and written notice mailed or delivered to

the office of the Lessor shall constitute sufficient notice to the Lessor, to comply with the terms of this lease.

31) This Agreement is subject to cancellation pursuant to A.R.S. 38-511, the pertinent provisions of which are incorporated herein by reference.

32) That Lessee swears that by signing this lease he has read the full and complete lease and terms and conditions thereto.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this lease the day as below.

LESSOR

Rod L. Proper Rentals

Date

Date

State Of Arizona)
County Of Yavapai)

Before me this ____ day of _____, 2009, personally appeared _____ and did duly sign and acknowledge the foregoing instrument.

Notary Public
State Of Arizona

My commission Expires: ____ day of _____, 20__.

LESSEE

Mayor, Town of Camp Verde

Date

State Of Arizona)
County Of Yavapai)

Before me this _____ day of _____, 20____, personally appeared
_____ and did duly sign and acknowledge the
foregoing instrument.

Notary Public
State Of Arizona

My commission Expires: _____ day of _____, 20____.

#7

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

DLLC USE ONLY
LICENSE #

1. Name of Organization: VERDE VALLEY MOUNTED SHERIFF'S POSSE

2. Non-Profit/I.R.S. Tax Exempt Number: 88-0669881

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

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

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

5. Location of the event: (305 S. MAIN) HOLLAMON & MAIN STREET, CAMP VERDE, AZ 86322
Address or physical location (Not P.O. Box) City County Zip

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

6. Applicant: WILLIAMS JAMES L. 5-22-33
Last First Middle Date of Birth

7. Applicant's Mailing Address: 2315 S. SUNSET DRIVE, CAMP VERDE, AZ 86322
Street City State Zip

8. Phone Numbers: (928) 567-0535 () - (928) 567-6107
Site Owner # Applicant's Business # Applicant's Home #

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

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>10-9-09</u>	<u>FRIDAY</u>	<u>5 PM</u>	<u>11 PM</u>
Day 2:	<u>10-10-09</u>	<u>SATURDAY</u>	<u>5 AM</u>	<u>11 AM</u>
Day 3:	_____	_____	_____	_____
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

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

11. This organization has been issued a special event license for 8 days this year, including this event
(not to exceed 10 days per year).

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

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

Name VERDE VALLEY MOUNTED SHERIFF'S POSSE 100%
Percentage

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

Name _____ Percentage _____

Address _____
(Attach additional sheet if necessary)

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

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

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

 # Police Fencing
5 # Security personnel Barriers

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

(ATTACH COPY OF AGREEMENT)

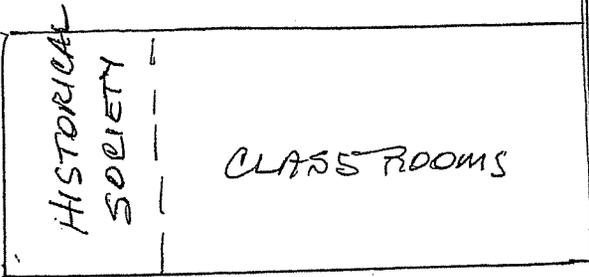
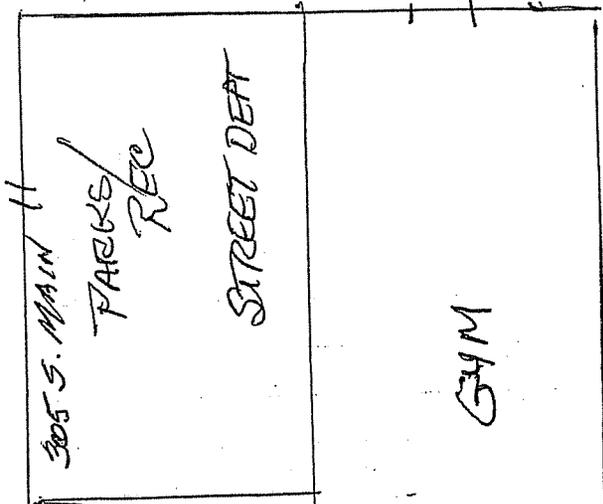
Name of Business () _____
Phone Number

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

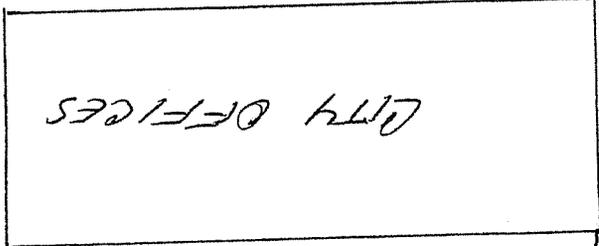
CHAMBER

HOLLAMON

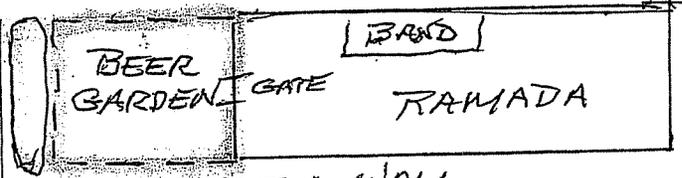
MAIN STREET



LOT
PARKING



ALLEY WAY



FENCE & WALL

BEER SALES
WHEN
MUSIC
PLAYING
NO MINORS
ALLOWED
IN AREA

AREA

FENCE

BULL
BASH
AREA

(X)

GATE

SEATING

BEER SALES
DURING EVENT

5 PM - 9:30 PM
FRIDAY - SATURDAY

YOUTH CONCESSION
AREA

PLAY GROUND EQUIPMENT



FORT WEAVER DAYS



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: September 2, 2009

Meeting Type: Regular Session

Consent Agenda Regular Business

Reference Document: Zoning Ordinance Rewrite Committee (ZORC) Draft List, September 2nd ZORC Agenda, September 2nd ZTAC Agenda.

Agenda Title (be exact):

Progress report by Town staff and consultant, Dava and Associates, regarding the Planning and Zoning Ordinance comprehensive update project.

Purpose and Background Information:

The Town Council, at their regular meeting held on August 5, 2009, authorized staff to enter into contract with Dava and Associates to assist the Town in conducting its comprehensive update to its zoning codes and ordinances. As such, we have press forward in getting this important project underway. We have established a Zoning Ordinance Rewrite Committee (ZORC), which consists of a variety of community members and interests, to serve as a sounding board during the project. The first meeting of the ZORC is scheduled for September 2, 2009 at 4:00 p.m. in the Marshal's training room. In addition, Ms. Valerie House has created a project web page dedicated for this project, which will serve as a clearing house for all information pertaining to the update process. The project web page can be accessed via the Town's web site or directly at www.cvaz.org/pzupdate.htm. We are also planning to conduct multiple neighborhood meetings in September and October to solicit public input and participation at various locations within the community. In terms of work product, our immediate goal is to complete a draft diagnosis report by October, with a final draft being completed in November. Study Session Workshops will be conducted in the spring following the completion of the diagnosis report. The workshops will allow us to move systematically through the various subject areas of our development guidance system. We have invited the consulting team to the Council meeting to provide an opportunity to speak directly with the Council regarding current progress, as well as project timelines, upcoming meetings, and etcetera. Attached hereto is a draft list of potential participants for the Zoning Ordinance Rewrite Committee (ZORC) as well as agendas for upcoming meetings of the ZORC and ZTAC committees for your reference.

Recommendation (Suggested Motion):

1. Not applicable, as this is a non-action agenda item.

OR

2. N/A.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Administration

Contact Person: Matt Morris

Action Report prepared by: Matt Morris

**Zoning Ordinance Rewrite Committee (ZORC)
Draft List**

1	Al Roddan	Board of Adjustments
2	Bill Carter	Merchant Group/ Realtor
3	Bob Kovacovich	Town Council
4	Carol German	Town Council
5	Dave Freeman	P & Z Commission
6	Gregory Blue	Housing
7	James Binick	Design Review Board
8	Joe Butner	P & Z Commission
9	Joel Westervelt	Architect
10	John Bassous	Local Builder/Developer
11	John Stevens	Cliffs/Views HOA
12	Mary Taylor	Chamber of Commerce
13	Randy McDonald	Local Builder/Developer
14	Shirley Brinkman	Verde Lakes HOA
15	Stan Bullard	Utilities



DRAFT

**DEVELOPMENT GUIDANCE SYSTEM
ZONING ORDINANCE REVISION COMMITTEE
(ZORC)**

Organizational Meeting
Town of Camp Verde
Marshal's Office—Training Room -- 646 South First Street
September 2, 2009 4:00 PM

I WELCOME

Opportunity for committee members, Town staff and consultants to establish working relationships.

- A. Introductions
- B. Study Purpose and Goals

II ADVISORY COMMITTEE ROLE

The Town and consultants are looking to ZORC both for ideas and to serve as a sounding board in updating and streamlining land use regulations.

- A. Tailor Codes to Community
- B. Land Use Policy: General Plan to Development
- C. Problem Areas for Diagnostic Report
- D. Meeting Arrangements
 - 1 preferred day, time, place
 - 2 frequency
 - 3 preview reports, materials
 - 4 staging for workshops, hearings

III DEVELOPMENT GUIDANCE SYSTEM PROCESS

Explanation of various phases in developing a Development Guidance System.

- A. Project Work Program
 - 1 review tasks, subtasks
 - 2 project schedule
- B. Study Units
 - 1 review suggested sessions
 - 2 continuity and compatibility
- C. Public Meetings
 - 1 neighborhood meetings
 - 2 workshops, briefings
 - 3 public hearings

IV AROUND THE COMMITTEE

Each member is encouraged to provide a summary or wrap-up comment.

V ADJOURNMENT



DRAFT

**DEVELOPMENT GUIDANCE SYSTEM
ZONING TECHNICAL ADVISORY COMMITTEE
(ZTAC)**

Regular Meeting
Town of Camp Verde
Marshal's Office—Training Room -- 646 South First Street
September 2, 2009 2:00 PM

I INTERACTING WITH ZORC MEMBERS

- A. Scheduled Meetings
- B. Information Requests/Suggestions
 - Dava (or Rick) as clearinghouse – relay to others
 - Matt (or other staff)
- C. ZORC at Public Meetings
 - Workshops
 - Neighborhood Meetings

II PLANNING FOR NEIGHBORHOOD SESSIONS

- A. Schedule
- B. Format
- C. Promote Attendance
 - Publicity
 - Invitations
 - Handout Materials & Exhibits
 - Refreshments

III BACKGROUND RESEARCH

- A. Coordination with Dava & Associates
- B. Informational Contacts
 - Schools
 - Yavapai Apache Nation
 - Utilities
 - Other

IV AROUND THE GROUP

Each member is encouraged to provide a summary or wrap-up comment.

V ADJOURNMENT

9



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: September 2, 2009

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: None.

Agenda Title (be exact):

Discussion, consideration, and possible direction to staff regarding a request by Council to combine the Design Review Board duties with those of the Planning & Zoning Commission.

Purpose and Background Information:

The Town Council, at their regular meeting held on July 1, 2009, directed staff to begin the process to combine the Design Review Board duties with those of the Planning & Zoning Commission and to advance a recommendation/ordinance for adoption to Council at the earliest possible date. Given the Town is currently conducting a comprehensive review and revision of its zoning ordinances and codes, and has obtained outside assistance in expediting the review and revisions, staff is recommending that actions related to the combination of the Design Review Board with the Planning and Zoning Commission, be included as a study topic within the comprehensive update of the Town's Planning and Zoning Ordinance. Specifically, staff and the consulting team would like to complete the diagnosis of the entire development guidance system prior to making recommendations specific to the reassignment of duties and responsibilities relating to Design Review. While we, staff, believe it is in the best interest of the Town to review the development guidance system in its entirety, ultimately the Council must decide if immediate action is warranted.

Recommendation (Suggested Motion):

1. To direct staff to conduct and include an analysis of combining Design Review Board and Planning and Zoning Commission responsibilities as part of the comprehensive update of the Town's Planning and Zoning Ordinance and development guidance system.

OR

2. To direct staff to begin the process to combine the Design Review Board duties with those of the Planning & Zoning Commission, and to advance a recommendation or an ordinance for adoption to Council at the earliest possible date.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Administration

Contact Person: Matt Morris

Action Report prepared by: Matt Morris

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**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: September 2, 2009

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: Parking Lot IGA

Agenda Title (be exact):

Discussion, consideration, and possible approval to renew the Intergovernmental Agreement with the Camp Verde Unified School District for the Triangle Parking Lot and Trail located between the District Office and Butler Park for a one year term.

Purpose and Background Information:

This item came before you in February 2009 and the IGA was not approved. I met with the new school superintendent Dan Brown and we believe that this IGA is a benefit for our community. Butler Park has limited parking and without an IGA in place the School District could charge \$25 per day for use of the parking lot. This would adversely affect Little League, Youth Football, AYSO and Parkside Church. The school board did review the issues that Councilor Garrison had with the previous IGA and it has been re-written. The Town Maintenance staff spends approx. 4 hours per month in the summer maintaining the area and no time in the winter months.

Recommendation (Suggested Motion):

Move to approve renewing the Intergovernmental Agreement with the Camp Verde Unified School District for the Triangle Parking Lot and Trail located between the District Office and Butler Park for a one year term.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Parks & Recreation

Contact Person: Lynda Moore
Action Report prepared by: Lynda Moore

INTERGOVERNMENTAL AGREEMENT
PARKING LOT AND TRAIL

This Intergovernmental Agreement ("Agreement") for use of a parking lot and trails is entered into this ____ day of August, 2009, by and between Camp Verde Unified School District No. 28 of Yavapai County, a political subdivision of the State of Arizona ("District"), and the Town of Camp Verde, an Arizona municipal corporation (the "Town"), each individually a "Party" and jointly "the Parties".

RECITALS

District owns real property, on which is located a parking lot and landscaping (the "Facility"), adjacent to Butler Park.

The Town owns real property located at North Garner Lane in Camp Verde, Arizona, commonly known as Butler Park, on which is located, a seven acre recreational park which contains playground equipment, a ramada, a picnic area, restrooms and a concession stand, and consists of soccer, football and baseball fields, volleyball, basketball and tennis courts (the "Park"), adjacent to Camp Verde Middle School, a school in the District.

The Town desires to provide (a) a vehicle parking area for the general citizenry on, and (b) pedestrian trail access for the general public to the Park over and across, the Facility.

The District desires that Town use the Facility to provide (a) a vehicle parking area for the general citizenry on, and (b) pedestrian trail access for the general public to the Park over and across, the Facility.

The District is authorized to enter into this Agreement pursuant to Arizona Revised Statutes ("ARS") Section 15-342(13), Section 15-364(A), Section 15-1105 and Section 11-952.

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

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

AGREEMENT

1. TERM. The term of this Agreement shall commence on _____, 2009, and end on June 30, 2010. This Agreement may be extended by either Party for successive terms of one year upon written notice of intent to extend delivered to the other Party not less than thirty (30) days prior to the end of the then-current term.

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

3. USE. Town is hereby granted the nonexclusive right to use the Facility for the purpose of a vehicle parking lot for the general public and for pedestrian trail access by the general public to the Park. Neither Party shall use or allow any portion of the Facility to be used for any unlawful purpose. Neither Party shall commit or allow to be committed any waste or nuisance on the Facility, or subject the Facility to any use that would damage any portion of the Facility.

4. OBLIGATIONS.

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

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

- Town will provide trash receptacles at, and trash removal from, the Facility.
- Town will mow grass and maintain the landscaping on the Facility.
- Town will provide snow removal, if necessary, from the Facility.

B. The District shall maintain in good repair the paved surface of the Facility. In the event the District must repair the Facility to such an extent that use of the Facility is limited or suspended, the District shall notify Town as soon as District knows access to the Facility will be limited or suspended, and shall cooperate with Town to determine the best dates when limiting access to the Facility will have the least impact on Town and its use of the Facility.

C. Each Party shall include in its budget each year an amount necessary to meet the Party's obligations as set forth in this Agreement.

5. INSURANCE.

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

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

6. ENTIRE CONTRACT. This Agreement and any Exhibits attached hereto are the entire agreement between Town and the District concerning this matter. The Parties shall not be bound by or be liable for any statement or representation of any nature not set

forth in this Agreement. Alterations and modifications of any of the provisions of this Agreement shall not be valid unless reduced to writing and signed by both Parties.

7. TERMINATION. This Agreement may be terminated by a majority vote by the governing body of one Party, in its sole discretion, if either of the following occur:

- a. the other Party fails to perform its obligations under this Agreement; or
- b. the other Party fails to receive appropriations necessary to perform its obligations under this Agreement.

The Party terminating the Agreement shall notify the other Party in writing not less than thirty days prior to the effective date of termination.

8. RIGHT OF FIRST REFUSAL. If the District decides at any time to sell the Facility, the District shall notify Town of such decision, and Town shall have thirty days to notify the District of Town's intent to purchase the Facility. If Town fails, within the thirty-day period, to notify the District of Town's intent to purchase the Facility, or if within that time period Town notifies the District that Town does not intend to purchase the Facility, then District shall have the right to sell the Facility to a third party, and such action shall not be deemed an event of default under the terms of this Agreement.

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

10. DELEGATION. Town shall have the right to delegate Town's duties under this Agreement provided Town notifies the District in writing of such delegation, and provides the District with contact information of the delegee.

11. ARBITRATION. In the event of a dispute hereunder, the parties agree to negotiate to resolve any differences, and if such negotiations fail, then to use arbitration insofar as required by Arizona Revised Statutes Sections 12-1518 and 12-133, and the rules promulgated thereunder.

12. CONFLICT OF INTEREST. The Parties understand that this Agreement is subject to cancellation pursuant to ARS Section 38-511.

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

14. RELATIONSHIP.

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

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

15. AUTHORITY.

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

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

In Witness whereof, the Parties execute this Agreement:

FOR TOWN:

By: _____
Bob Burnside, Mayor

Attest: _____
Deborah Barber, Clerk

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

By: _____
Town Attorney

FOR THE DISTRICT:

By: _____
Tim Roth, Governing Board President

Attest: _____
Mary Hudson, Superintendent/Board Secretary

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

By: _____
Attorney for the District



TOWN OF CAMP VERDE
Agenda Action Form

Meeting Date: September 2, 2009

Meeting Type: Regular Session

Consent Agenda Regular Business

Reference Document:: Hewlett-Packard Financial Services Proposal and list of computer equipment.

Agenda Title (be exact):

Discussion, consideration, and possible action relative to granting authority to the Town Manager to acquire computer and ancillary equipment in order to upgrade the Town's computer system to prepare for the implementation of a new system-wide system in an amount of approximately \$59,448.

Purpose and Background Information:

The Town is in the process of upgrading the computer infrastructure of the Town in order to improve the functionality of the system as well as support the new Town-wide software system, Incode. The list of needed upgrades is extensive and will require an amount approximating \$59,448. This purchase will cover the majority of equipment needed to complete the upgrades; however, additional items may be incurred as the upgrades are being implemented.

The Town budgeted a total of \$52,509 in the CIP Fund for Computer/Networking Infrastructure Upgrades. This amount was approximated before staff learned of the extent of the problems currently existing in the system. Staff received a quote from Hewlett-Packard, acquired by Four-D, LLC, the Town's computer consultants, in the amount of \$59,448 for the equipment needed to upgrade the system. Hewlett-Packard's Financial Services has offered a proposal to finance the purchase of the equipment at a range of six percent (6%) to eight percent (8%) interest for three years (36 months). Payments can be made under the following options and with the following interest expenses:

1. 36 monthly payments at \$1,776.90 per month. Interest expense of \$4,520.40.
2. 12 quarterly payments at \$5,290.87 per quarter. Interest expense of \$4,042.44.
3. 3 annual payments at \$20,949.48 per year. Interest expense of \$3,400.44.

Staff is requesting Council approval to finance the equipment purchase with Hewlett-Packard utilizing the 3 annual payment option thus incurring the lowest amount of interest expense. This option will require appropriations in the next two (2) fiscal years in the amount of \$20,949.48 for payment on the financing agreement.

This report is the first in a sequence of reports that staff will be delivering to Council relative to the requirements and status of the computer/networking infrastructure upgrades. On September 16, 2009, staff will deliver to Council a comprehensive report on the remaining steps to be taken for full implementation of the computer and software upgrades along with estimated project costs.

Recommendation (Suggested Motion):

Approval of granting authority to the Town Manager to acquire computer and ancillary equipment in order to upgrade the Town's computer system to prepare for the implementation of a new system-wide system in an amount of approximately \$59,448 and financing this purchase over three years with Hewlett-Packard utilizing the 3 annual payment option.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Attorney Review: Yes No N/A

Attorney Comments:

Submitting Department: Finance

Contact Person: Michael Scannell, Town Manager

Action Report Prepared By: Lisa Elliott, Senior Accountant

items/description	part no	unit price	qty	ext price
ProCurve 1400-24G Switch	J9078A#ABA	\$243.00	3	\$729.00
-Configurable- HP ProLiant DL380 G6 Server	Base	\$9,031.00	3	\$27,093.00
HP ProLiant DL380 G6 Server	494329-B21			
Quad-Core Intel® Xeon® Processor L5520 (2.26GHz, 8M Cache, 60 Watts, 1066MHz)	500087-L21			
HP 24GB PC3-10600R 6x4GB 2Rank Memory	500658-24G			
Quad-Core Intel® Xeon® Processor L5520 (2.26GHz, 8M Cache, 60 Watts, 1066MHz)	500087-B21			
HP 24GB PC3-10600R 6x4GB 2Rank Memory	500658-24G			
Embedded P410i (SAS Array Controller)	Included			
HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	507127-B21			
HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	507127-B21			
HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	507127-B21			
HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	507127-B21			
HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	507127-B21			
HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	507127-B21			
HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	507127-B21			
HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	507127-B21			
HP 300GB 6G Hot Plug 2.5 SAS Dual Port 10,000 rpm Enterprise Hard Drive	507127-B21			
HP 512MB P-Series BBWC (for HP SA P410 or P411 Controllers)	462967-B21			
HP Slim 12.7mm SATA DVD-RW Optical Drive	481043-B21			
(2) Embedded HP NC382i Dual Port Multifunction Gigabit Server Adapters	Included			
HP NC364T PCI Express Quad Port Gigabit Server Adapter - Low Profile	435508-B21			
2 HP 460W HE 12V Hotplug AC Power Supplies	503296-2PS			
HP TPM Module Kit	488069-B21			
HP Smart Array Advance Pack 1-Server, 1 year 24x7 support	516471-B21			
Integrated Lights Out 2 (iLO 2) Standard	Included			

Management

HP Standard Limited Warranty - 3 Years Parts Included
and on-site Labor, Next Business Day

HP Care Pack, 5 Years, 4 Hours, 24x7, ProLiant DL380	U8084E	\$1,595.00	3	\$4,785.00
HP R5500 VA North American/Japan UPS	AF426A	\$2,217.00	1	\$2,217.00
HP R5500 VA ERM Battery	AF417A	\$715.00	2	\$1,430.00
HP 1U RKMT Keybrd with USB AG072A	Base	\$318.00	1	\$318.00
HP 1U RKMT Keybrd with USB	AG072A			
HP 2X16 KVM Server Console USB/VM Switch	Base	\$1,040.00	1	\$1,040.00
HP 0X2X16 KVM Svr Console USB Switch	AF600A			
HP USB 1 Pack Interface Adapter	336047-B21	\$79.00	3	\$237.00
HP PS2 USB Vert Media Interface Adapter	AF604A	\$123.00	6	\$738.00
Belkin CAT6 patch cable 2-feet	A3L791-09-RED- S	\$4.00	6	\$24.00
Belkin Cat-6 patch cable (green) 15-foot	A3L980-15-GRN- S	\$11.00	25	\$275.00
Belkin Cat-6 patch cable (yellow) 1-foot	A3L980-01-YLW- S	\$8.00	6	\$48.00
Belkin CAT6 patch cable 15-feet snagless	A3L980-15-S	\$10.00	15	\$150.00
Belkin CAT6 snagless patch cable 3-foot blue	A3L980-03-BLU-S	\$4.00	6	\$24.00
B511592 - dc7900 SFF 2GB w/Vista	B511592	\$649.00	15	\$9,735.00

- HP Compaq dc7900 Small Form Factor
- HP dc7900 Country Kit US
- dc7900 SFF chassis w/ 85% PSU ALL
- Genuine Windows Vista Business US
- Intel Core 2 Duo E8400 Processor
- 2GB PC2-6400 (DDR2-800) 2x1GB
- 160GB SATA 3.5 1st Hard Drive
- ATI Radeon HD 2400 XT PCIe x16 ALL
- HP USB Standard Keyboard US
- HP USB Optical Mouse
- SuperMulti LS #1
- 3/3/3 SFF Warranty
- E-Star 5.0 (cat B) Label ALL

HP DMS59 DVI Dual-head Connector Cable (supports DY599A/RD069AA/AH050AA)	Base	\$23.00	15	\$345.00
DVI LFH-59 Cable Kit,xw3100,accessory Splitter cables to provide digital display connection to 2 displays-	DL139A			
HP EliteBook 6930p Notebook PC KS086UA#ABA	Base	\$1,499.00	5	\$7,495.00
HP EliteBook 6930p Notebook PC	KS086UA#ABA			
<u>Genuine</u> Windows Vista® Business with downgrade to Windows XP Professional custom installed	Included			
Microsoft® Office 2007 Trial Version included	Included			
<u>ENERGY STAR®</u> qualified, EPEAT® Silver	Included			
Intel® Core™2 Duo Processor T9400 (2.53 GHz, 1066 MHz FSB, 6 MB L2 cache)	Included			
Intel® Centrino® 2 with vPro™ Technology	Included			
14.1-inch diagonal WXGA+ anti-glare (1440x900)	Included			
ATI Mobility Radeon™ HD 3450 with 256 MB of dedicated video memory	Included			
Mobile Intel® PM45 Express Chipset ICH9M-Enhanced	Included			
2 MP Webcam with Business Card Reader Software	Included			
4096MB (800-MHz, DDR2, 2DIMM)	Included			
160-GB SATA Hard Drive (7200RPM)	Included			

DVD+/-RW SuperMulti with Double Layer LightScribe Drive	Included
Intel 802.11a/b/g/draft n (up to 450 mbps data rate)	Included
HP Integrated Module with Bluetooth® Wireless Technology	Included
<u>Built in HP Mobile Broadband not included</u>	Included
6-cell (55 WHr) Lithium-Ion battery	Included
3 year worldwide limited warranty	Included

HP Executive Leather Case	Base	\$50.00	5	\$250.00
HP Executive Leather Case	RR316AA			

HP 90W Smart AC/Auto/Air Combo Adptr A/P	Base	\$106.00	5	\$530.00
HP 90W Smart AC/Auto/Air Combo Adptr A/P	AJ652AA#ABA			

HP USB Keyboard and Mouse Bundle	RC465AA#ABA	\$28.00	5	\$140.00
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HP 2008 120W Docking Station	KP080AA#ABA	\$145.00	5	\$725.00
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HP Extended Life Battery	Base	\$130.00	3	\$390.00
HP Extended Life Battery	AJ359AA			

9x5 NBD On-Site Coverage for Tablet PC with Base Off-site Accidental Damage Protection Ser, 3 yrs		\$134.00	5	\$670.00
9x5 Next Business Day On-Site Coverage for Tablet PC with Off-site Accidental Damage Protection Service, 3 years - Electronic	UC279E			

Belkin CAT6 snagless patch cable RJ45M/RJ45M 7-feet (black)	A3L980-07-BLK-S	\$6.00	10	\$60.00
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SubTotal : \$59,448.00

Total : \$59,448.00

Jeri Steppat
Hewlett-Packard Financial Services



HP Financial Services

Financial Services Proposal

Prepared for: Town of Camp Verde

Submitted: August 25, 2009

With technology changing everyday, leasing provides you with the flexibility you need to meet you ongoing business needs, as well as being a cost effective way to use operating capital and preserve bank credit lines.

The following payment alternatives are available from HP Financial Services.

Tax Exempt Installment Sale (\$1 Buyout)

In a Tax-exempt Installment Sale structure, payments consist of both principal and interest, with the interest being excludable from the Lessor's gross income for Federal income tax purposes. During the term of the Lease the Concluding Payment – primarily consisting of unpaid principal would decline as each Lease Payment was made and applied. Under this structure Title typically passes to the Lessee at the Lease Acceptance and the Lessor would file a security interest in the equipment. Once the original base Lease Payments are made the Lessee owns the equipment free and clear.

Product cost	\$59,448.00
Purchase Option	TEIS
Lease Term	36 months
Payment:	\$ 1,776.90 – monthly payments
OR	
Payment	\$ 5,290.87 - quarterly payments
OR	
Payment	\$ 20,949.48 - annual payments

**monthly and quarterly payments are in arrears. Annual payments are in advance.

Lease pricing is valid until September 30 and lease must commence by October 26th.

We appreciate the opportunity to provide you with this proposal. Please call me if you have any questions, or if I can be of further help.

Sincerely,

Jeri Steppat
Financial Area Manager
Public Sector Inside Sales
719-592-6615
Fax: 719-352-0030
jeri@hp.com

Confidentiality:

This letter is delivered to you with the understanding that neither this letter nor its substance shall be disclosed by Lessee to any third party.

Basis of Proposal:

This letter is a proposal for discussion purposes only and does not represent either an offer or a commitment of any kind on the part of HPFS. It does not purport to be inclusive of all terms and conditions that will apply to a leasing transaction between us. Neither party to the proposed transaction shall be under any legal obligation whatsoever until, among other things, HPFS has obtained all required internal approvals (including credit approvals) and both parties have agreed upon all essential terms of the proposed transaction and executed mutually acceptable definitive written documentation. This proposal can be modified or withdrawn by HPFS at any time.

Either party may terminate discussions and negotiations regarding a possible transaction at any time, without cause and without any liability whatsoever.



Lease Application for Government and Education Customers

Lessee Information

Full Legal Name				Tax Identification Number	
Billing Street Address					
City		County		State	Zip Code
Equipment Location (If different from above): Street Address		City	County	State	Zip Code
Contact	Contact Title	Phone Number	Fax Number	E-mail Address	
Entity Type <input type="checkbox"/> Municipal <input type="checkbox"/> County <input type="checkbox"/> State <input type="checkbox"/> 501(c) 3 <input type="checkbox"/> Other (specify)					
Moody's Rating:			Fiscal Year End:		

Reseller information

Reseller Name		Hewlett-Packard Reseller Identification Number			
Billing Street Address					
City		County		State	Zip Code
Contact Person			E-mail Address		
Phone Number	Fax Number	HP Financial Services FAM			

Lease Information

Lease Plan: <input type="checkbox"/> Fair Market Value <input type="checkbox"/> Tax-exempt Lease Purchase <input type="checkbox"/> Tech Refresh <input type="checkbox"/> \$1 Buyout					
Term (mos.):	Payment Frequency: <input type="checkbox"/> M <input type="checkbox"/> Q <input type="checkbox"/> S <input type="checkbox"/> A			Payment Timing: <input type="checkbox"/> Advance <input type="checkbox"/> Arrears	
Rate	Payment Factor:		% of Soft Cost:		

Note: An Essential Use Questionnaire must be completed by all Government and Education customers as part of the lease application process.

Toll Free Application Line
1-800-

Fax
719-352-0030



Essential Use Questionnaire for Government and Education Customers

Lessee Information – All * information is required.

* Full Legal Name	*Are you sales tax exempt? <input type="checkbox"/> Y <input type="checkbox"/> N If so, please include copy of signed certificate with application.
-------------------	--

* User(s) essential functions(s)

Equipment & Usage Information

* State reason equipment being acquired.	* Check one <input type="checkbox"/> New Acquisition <input type="checkbox"/> Replacing Existing Equipment
* State if any private or 501(c) 3 usage expected.	State if any future plans for consolidation, moves or potential dissolution of lessee or user(s).

Financial Impact/Information

Detail cost impacts, i.e. cost savings or additional expense (attach spreadsheets if necessary).

Please provide name and official title of contact person for finance related questions.	Identify specific funding source(s) for repayment of lease.
Please indicate the two most recent years for which audited financial statements are available. Please attach those statements to this questionnaire.	Indicate if subsequent Interim statements are available. Please attach those statements to this questionnaire.

* Detail any past occurrences of non- appropriation plus any future potential occurrences.

* Itemize recent bond offering and any significant new debt.

Note any special requirement for repayment to HP Financial Services including lead times and any special routing or process requirements.

Technology Plan

* Indicate if there is a technology plan. <input type="checkbox"/> Yes <input type="checkbox"/> No	Is this equipment considered a part of the overall implementation? If yes, please provide a copy of the plan.
---	---

Approval Requirements

* Indicate approval process required for this acquisition. <input type="checkbox"/> Bid <input type="checkbox"/> Voter Referendum <input type="checkbox"/> Board Approval <input type="checkbox"/> Other (specify)	* Have these requirements been met? <input type="checkbox"/> Yes <input type="checkbox"/> No
---	---

Additional Comments

Essential Use Questionnaire must be completed by all Government and Education customers as part of the Lease Application process.

Application Line
719-592-6615

Fax
719-352-0030

#12



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: September 2, 2009

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: N/A

Agenda Title (be exact):

Discussion, consideration, and possible direction to staff relative to printing out various administrative reports, such as the Check Summary Report, to individual Council members that constitute a waste valuable resources.

Purpose and Background Information:

I spoke with the Manager regarding receiving a Check Summary Reports that was not necessary and that was requested by the former Mayor. There is an established policy that if one Council member requests a copy of something, then all of Council receives the same copy. Due to the necessity of reducing costs in every area that we can, Council may wish to consider amending the policy and directing staff to provide copies of only those items that would be of interest to the entire Council.

Recommendation (Suggested Motion):

Move to direct staff to copy only the individual who makes the request.

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

Finance Director Comments/Fund: N/A

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

Attorney Comments:

Submitting Department: Mayor and Council

Contact Person: Council Member Jackie Baker

Action Report prepared by: D. Barber

#13



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: September 2, 2009

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: N/A

Agenda Title (be exact):

Discussion, consideration, and possible direction to staff relative to notifying the League of Cities and Towns those resolutions that Council supports.

Purpose and Background Information:

Due to budgetary constraints, Council chose not to attend the League Conference this year. Staff believes that it is important to advise the League as to the resolutions that Council supports going forward.

Recommendation (Suggested Motion):

Review the attached resolutions, determine which resolutions that are supported, and direct staff to notify the League of Arizona Cities and Towns.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

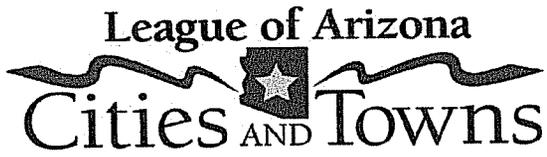
Attorney Review: Yes No N/A

Attorney Comments:

Submitting Department: Clerk's Office

Contact Person: Debbie Barber

Action Report prepared by: D. Barber



1820 W. Washington · Phoenix, AZ 85007 · Phone: (602) 258-5786 · Fax: (602) 253-3874
Email: league@azleague.org · Web site: www.azleague.org

August 18, 2009

TO: Members of the Resolutions Committee

FROM: Councilmember Gerry Whipple; Chairman

SUBJECT: **RESOLUTIONS COMMITTEE MEETING**
REVISION (items underlined and in bold are updates)

This memo is to remind you that the first Resolutions Committee meeting will be held at the League Annual Conference at the following time and location:

Tuesday, September 1, 2009
Lunch- 12:30 pm - **Turquoise Ballroom III**
Meeting- 1:30 pm - **Turquoise Ballrooms I&II**
Hilton El Conquistador Resort
10000 North Oracle Road, Oro Valley, AZ

Enclosed with this memo are a meeting agenda and the changes adopted by the Resolutions Subcommittee. Please review this packet and bring it with you to the meeting on the 1st. You already received the first Resolutions Packet earlier this summer; please bring that with you as well for reference. If your city or town is sponsoring resolutions, you will be asked to explain and possibly answer questions regarding the resolution. Only Resolutions Committee members may speak during the meeting. Also, please talk with your City/Town Manager and appropriate staff to research the other resolutions and their potential impact to your community. A contact from the sponsoring city or town is listed on each resolution and will be able to answer any questions that you may have.

The Committee will be considering resolutions that were submitted by the deadline. The meeting will begin promptly at 1:30 p.m. with a report of the Resolutions Subcommittee, which met August 13th. **The Subcommittee made determinations as to whether each resolution was germane, complete and/or a duplicate of another resolution. The Subcommittee's adopted changes are indicated in the chart below.** You will have the option to discuss items on the consent agendas or, with the concurrence of another city or town, move to remove an item from a consent agenda for individual discussion.

Late resolutions will not be considered except in the case of emergency as determined by the Resolutions Committee Chairman. The Resolutions will be formally adopted at the **second** Resolutions Committee meeting, which will be held at 4:00 p.m. on Thursday, September 3rd during the Annual Business Meeting. Please attend the Business meeting for the formal adoption procedure.

We look forward to seeing you at the meeting. If you have any questions or a change in your plans to attend, please call Dale Wiebusch at the League office at (602) 258-5786.

Enclosure

cc: City and Town Managers or Clerks
Intergovs

2010 RESOLUTIONS
SUBMITTED FOR CONSIDERATION BY THE RESOLUTIONS COMMITTEE
September 1, 2009

	Resolution	Sponsor/Contact	Co-Sponsor(s)	Subcommittee Action
1	Federal Funding for Ports of Entry	Douglas/Mayor, Dr. Michael Gomez	Benson, Bisbee, Clifton, Duncan, Huachuca City, Nogales, Patagonia, Pima, Safford, Sierra Vista, Thatcher, Tombstone, Willcox, Flagstaff, Kingman and San Luis	Consent/Federal
2	Trust Lands-Offsets/Credits for Rights of Way Purchase	San Luis/Glenn Gimbut	Somerton	Recommend for discussion - Merge with #3
3	Reduce State Trust Land Acquisition Requirements For Transportation and Public Facilities	Lake Havasu City/ Charlie Cassens	Bullhead City, Kingman	Recommend for discussion - Merge with #2
4	Recognize Open Space as a Best Use for Certain Trust Land parcels	Sedona/Alison Zelms	Apache Junction; Bullhead City; Jerome; Oro Valley	Recommend for discussion - Merge with #5
5	Allow Certain State Trust Lands to be Transferred to Cities For Open Space	Scottsdale/Bridget Schwartz-Manock	Fountain Hills	Recommend for discussion - Merge with #4
6	Support Heritage Fund	Oro Valley/Tory Schlievert	Queen Creek, Kingman, Bullhead City, Apache Junction, Yuma, Marana	Merge with #10
7	Fully Fund Public Education and Higher Education Programs	Oro Valley/Tory Schlievert	Sierra Vista, Yuma, Marana, Queen Creek	Do not recommend
8	Support Housing Trust Fund	Flagstaff/Jim Wine	Kingman	Merge with #10
9	Fund the Arizona Water Supply Revolving Fund	Flagstaff/Jim Wine	Bullhead City	Do not recommend
10	Protection of Dedicated Funds	Bullhead City/ Rob LaFontaine	Kingman, Lake Havasu City	Consent - Merge with #6 and #8
11	Redevelopment Areas/Economic Development	Lake Havasu City/ Charlie Cassens	Bullhead City, Kingman	Recommend for discussion
12	Retain and Enhance Economic Development Tools	Flagstaff/Jim Wine	Kingman, Maricopa	Consent
13	Sustainable Energy Financing District Authority	Flagstaff/Jim Wine	Bullhead City	Recommend for discussion

	Resolution	Sponsor/Contact	Co-Sponsor(s)	Subcommittee Action
14	Implement Emergency Medical Services Access Task Force Recommendations	Sierra Vista/ Mary Jacobs	Bisbee, Eloy, Kingman, Oro Valley	Consent
15	Service Maintenance District and HOA insolvency	Surprise/Michael Celaya	Sierra Vista	Do not recommend
16	Allow Requests for Price Ranges on Fees in RFQ/SOQ's for Professional Services	Prescott/Connie Tucker	Bullhead City, Prescott Valley	Consent
17	Additional Fees for Voluminous Public Records Requests	Prescott/Connie Tucker	Bullhead City, Prescott Valley, Yuma	Do not recommend
18	Allow Municipal Websites to Serve as Official Publication/Notification	Yuma/Connie Scoggins	Bullhead City, Sierra Vista	Consent
19	Certificate of Necessity, Local Government Ambulance Service	Yuma/Connie Scoggins	Lake Havasu City, Sierra Vista	Recommend for discussion
20	Municipal Library Special Taxing Districts	Oro Valley/Tory Schlievert	Kingman, Marana, Peoria, Phoenix	Recommend for discussion
21	Municipal Input on Liquor Licenses	Prescott/Connie Tucker	Bullhead City, Prescott Valley	Consent
22	Impact Fee and Building Code Protection	Oro Valley/Tory Schlievert	Apache Junction, Kingman, Marana, Queen Creek, Sierra Vista	Recommend with amendment
23	Reducing Barriers to Annexation; County Fees, Taxes	Marana/Steve Huffman	Sierra Vista	Merge with #24
24	Greater Flexibility in Annexing County Islands	Sierra Vista/Mary Jacobs	Apache Junction, Marana, Yuma	Merge with #23
25	Submission of Nomination Petitions by Candidates	Prescott/Connie Tucker	Prescott Valley	Do not recommend
26	Independent Agency Review of Municipal Candidate Election Issues	Prescott/Connie Tucker	Prescott Valley	Do not recommend
27	Military Installations	Peoria/John Schell	Yuma	Consent/Federal
28	Clean Water Act	Executive Committee		Consent/Federal

REVISED RESOLUTION #3 (Merged with Resolution #2)

Support a policy, including offsets and credits, that facilitates acquisition of Arizona State Trust Lands by cities and towns to be used for transportation corridors, rights of way and/or essential public facilities.

Submitted by: City of Lake Havasu City, City of Bullhead City, City of Kingman
City of San Luis, City of Somerton

A. Purpose and Effect of Resolution

Arizona has over nine million acres of land currently held in trust for the common schools. Trust lands are constitutionally required to be sold or leased for their highest use and highest appraised value to the highest bidder at public auction. Earning money for Arizona's public schools is the primary mission of the Trust; however, charging high commercial values for Trust land assets renders acquisition for essential public purposes unattainable for most municipal entities. Making public acquisitions more affordable for municipalities would accelerate economic development in the state, provide efficient public transportation and utility corridors, and further enhance the value and desirability of adjacent state lands and other properties. Making the acquisition of Trust land for public right-of-way purposes more affordable would also enable adjacent Arizona communities to actively plan for the construction of transportation corridors and connecting thoroughfares in, around and between communities. These corridors would ease growing commuter concerns, provide alternative routes for commerce and improve public access to surrounding State Trust lands, making those properties even more attractive to developers, thereby increasing their value to the schools in perpetuity through school-related tax assessments and developer exactions that would not occur if the land were to remain undeveloped.

B. Relevance to Municipal Policy

Trust lands are a substantial component of the process under Arizona's 1998 Growing Smarter program and are integrated into the General Plans of many communities across the state. Some communities are virtually surrounded by trust land that is needed for necessary public roads and infrastructure, but may only be acquired through public auction for the highest possible value. This situation restrains the economic development potential of those Arizona communities that simply cannot afford to pay high property prices for land that is needed for a road or other public function

C. Fiscal Impact to Cities and Towns

Although local governments may still need to borrow the funds necessary to acquire trust lands for needed public right-of-way and/or facilities, making the public investment more affordable increases the likelihood of public support. Improved access increases the development potential for the adjacent undeveloped land, thereby expanding the economic base of the community and the state.

D. Fiscal Impact to the State

Any perceived loss of immediate revenue for the Trust would be offset by the economic benefits that result from the improved public access and subsequent enhanced value and development potential for the adjacent Trust lands and other properties.

E. Contact Information

Name: Lake Havasu City: Charlie Cassens Title: Intergov. & Communications Affairs Manager

Phone: 928-854-4212

Email: cassensc@lhcaz.gov

Name: San Luis: Glenn Gimbut

Title: City Attorney

Phone: 928-920-5366

Email: glenn.gimbut@gmail.com

REVISED RESOLUTION #4 (Merged with Resolution #5)

Support modifying statutes and regulations governing the sale of State Trust Lands to acknowledge that conservation and protection of open space and other natural resources can add value to State Lands being sold. Therefore, in certain cases local governments and conservation trusts should be given the opportunity to purchase such trust lands at fair market value for the purpose of conservation without competition from other development interests.

Submitted by: City of Sedona, City of Apache Junction, City of Bullhead City, Town of Jerome, Town of Oro Valley, City of Flagstaff, City of Scottsdale, Town of Fountain Hills

A. Purpose and Effect of Resolution

Arizona has over nine million acres of land currently held in trust for benefit of 13 beneficiaries – chief among them are the common schools. It is generally understood that the Arizona Constitution allows trust lands to be leased or sold at the highest appraised value to the highest bidder at public auction. The long-term generation of revenue for the beneficiaries is the primary mission of the Trust. It has been the opinion of some that this goal is irreconcilable with any goal to preserve state trust land as open space or to use it to preserve wildlife corridors or other similar uses. However, it may very well be that incorporation of open space, wildlife corridors, and other less impactful land uses into the future development of state trust lands could have the effect of enhancing rather than reducing the overall value of such lands. Open space and the preservation of natural areas has been identified as one of the most important issues for Arizona residents living both in rural areas and in areas of rapid growth and increasing urban densities.

The resolution being proposed would recognize that a higher overall value of the land to the Trust could be obtained in some situations by making consideration for the protection and value of open space and natural resources a part of the current test for highest and best use. Additional benefits coming from such a policy change would be more sustainable development of the land, better long-term manageability for Cities, Towns and Counties, and further enhancement of the value and desirability of adjacent state lands and other properties.

Consideration for the value and benefit of open space and conservation in trust land would enable adjacent Arizona communities to plan for more sustainable development and provide an opportunity to ensure that managed growth occurs in, around and between communities. Consideration for open space, plant, animal and or water resources would ease growing concerns of unsustainable growth, provide human/animal interaction and a natural feel to the developable area, allow for cluster-development with consideration for open space, and control the amount of new infrastructure – including infrastructure that adds to the beneficiary base of the State Trust, making lands even more attractive to developers and increasing their value to the schools.

B. Relevance to Municipal Policy

Trust lands are a substantial component of the process under Arizona’s 1998 Growing Smarter program and are integrated into the General Plans of many communities across the state. Some regions are dependent on the appropriate development of trust land in order to meet important regional goals such as, preserving open space and community character. This situation can derail efforts for regional cooperation in planning and thwart real opportunities for reasonable, sustainable development that has common benefits to all communities. Identifying lands for preservation is best accomplished at the local level with input from residents working cooperatively with local elected officials.

C. Fiscal Impact to Cities and Towns

It is commonly understood that development located next to open space typically has an enhanced value due to the improved quality of life from the amenities that open space provides. These enhancements include preservation of view corridors, hiking, biking and recreational opportunities, enhanced privacy, preservation of wildlife corridors, plant species and wildlife viewing opportunities. The net result of providing open space is a land value that is equal to or greater than a land value based on density only.

Transferring state land to a local government or conservation trust would have a significant financial benefit to cities and towns seeking to dedicate open spaces within their communities and would protect the values of other nearby land and expand the economic base of the community and the state. An additional benefit would be gained in instances where State Trust land could be purchased without a competitive auction because the risks of a city or town being outbid by development interests, resulting in a possibly long condemnation process, would be eliminated.

D. Fiscal Impact to the State

Any perceived loss of immediate revenue for the Trust would be offset by the economic benefits that result from the improved ratio of development to open space and conservation, the subsequent enhanced value and development potential for the adjacent trust lands and other properties, and slowing the number of new beneficiaries dependent on the Trust – particularly schools. Cooperative planning efforts between local governments and state managers would be necessary to ensure that there is an equitable balance to maintain the health of the Trust.

E. Contact Information

Name: Sedona: Alison Zelms
Phone: (928) 204-7120

Title: Assistant City Manager
Email: azelms@sedonaaz.gov

Name: Scottsdale: Bridget Schwartz-Manock
Phone: 480-312-2423

Title: Government Relations Director
Email: BSchwartzManock@ScottsdaleAZ.gov

REVISED RESOLUTION #10 (Merged with Resolutions #6 and #8)

Seek protection from the legislative sweeping of dedicated funds for dedicated community and local purposes.

Submitted by: City of Bullhead City, City of Kingman, Lake Havasu City, City of Flagstaff

A. Purpose and Effect of Resolution

The purpose of this resolution is to increase the League's focus on preventing the sweeping of funds that are collected for specific purposes but are used for other purposes.

If passed, the effect of the resolution would require additional League resources be used to advocate for the preservation of dedicated funds. These funds include but are not limited to the Heritage Fund and the Housing Trust Fund.

B. Relevance to Municipal Policy

To varying degrees, Arizona cities and towns rely upon dedicated state-appropriated accounts to grant funds for local projects including, but not limited to: park improvements, recreation and tourism related amenities, public transit operations, housing projects, airport improvements, and law enforcement equipment. Many dedicated funds are created using specified revenue collected from users who will benefit from the intended function of the fund. It is important to our states' residents and guests that the taxes paid for specific purposes to enhance the quality of life in local communities are used to develop and enhance the services enjoyed by residents and tourists. To continue to allow the sweeping of dedicated funds into the State's General Fund is disrespectful to the local and visiting tax payer whose contributions belong in the fund to which they were intended. Arizona depends heavily on tourism, and the sweeping of state funds dedicated to enhance tourism related services is counter productive.

C. Fiscal Impact to Cities and Towns

The sweeping of dedicated funds directly impacts Arizona's cities and towns by not providing essential funding for planned and locally approved projects.

D. Fiscal Impact to the State

A prohibition against the practice of sweeping dedicated state funds would impact the state during times of deficit by eliminating a general fund revenue source.

E. Contact Information

Name: Rob LaFontaine

Title: Administrative Analyst

Phone: (928) 763-0157

Email: rlafontaine@bullheadcity.com

Urges the Governor and the State Legislature to develop and pass legislation that allows greater flexibility in annexing county islands and allow greater ability for municipalities to manage preexisting development agreements after annexation.

Submitted by: City of Sierra Vista, City of Apache Junction, Town of Marana, City of Yuma

A. Purpose and Effect of Resolution

Over the past 30 years, the State Legislature has made changes in annexation law to respond to actions by local governments that have had unintended, and often negative, consequences. In 1980, the Legislature disallowed “strip” annexation by communities wanting to annex only highly lucrative commercial properties. That same legislation also changed the law further to disallow the creation of county islands, recognizing that having such islands completely surrounded by an incorporated city or town is not good public policy. Other steps have been taken within state law to improve the process, but more are needed.

Although new county islands can no longer be created, unfortunately a number of cities and towns in Arizona still have such areas within their incorporated city limits. The islands are governed by the laws of their respective county, which is a branch of local government largely designed to provide rural services and a one-size-fits-all approach to planning and growth management. Depending on the individual county/city, disparities between county and city regulations may exist, and in many cases, these service and/or enforcement differences are taking place literally across the street from areas with the same density and neighborhood type.

It is time to allow a city or town more flexibility to extend urban services to these islands. This could include: allowing a city to shrink an island annexation area once the process has started if there is not enough interest to proceed with the entire area; removing the tie to assessed valuation in the process; allowing property owners with multiple properties within an annexation area to have a vote for each property; requiring property owners to sign a petition to opt out of a county island annexation rather than opt in, to address those areas with high out-of-town owners; or any combination of these methods. The ideas would be discussed with legislators to determine the most viable.

Annexation can also be impeded by development agreements entered into with a county prior to annexation by a municipality. As a development agreement can be altered with the consent of both parties currently, a municipality should be able to retain this same ability and be allowed to stand in the shoes of the county to modify terms of a development agreement after annexation. This ability would prevent preexisting development agreements from impeding annexations.

B. Relevance to Municipal Policy

Consistent service delivery to a community’s residents insures that all areas of a city or town are appropriately managed. Counties, by design, are funded to provide a rural level of service. But such a service level within the middle of an urban area can, and has, led to problems that bleed over into incorporated cities. Artificial financial barriers to annexation are also a disservice to the citizens of Arizona.

C. Fiscal Impact to Cities and Towns

If legislation moves forward that allows greater flexibility in annexing county islands, it would be up to cities and towns themselves to determine timing on annexing these areas if they choose. Those communities that choose to move forward will need to extend their services to newly annexed areas. Those costs would be

different for each community. But nothing in the legislation should require a city or town from annexing county islands if they feel they cannot provide services. It should be noted that counties currently providing services to these islands, if annexed, would save some money not doing so in the future. Eliminating barriers to annexation within development agreements would improve revenues to cities and towns and would also improve service delivery and consolidate costs in the provision of services.

D. Fiscal Impact to the State

There is no fiscal impact to the state when it comes to which local government provides local services. Minor adjustments in state-shared revenues would be made based on any population changes, but it would be a reshuffling of the total allocation, not an increase in state revenues to local government. Eliminating barriers to annexation would also encourage economic development that would ultimately result in increased revenue to the state.

E. Contact Information

Name: Sierra Vista Mary Jacobs Title: Assistant City Manager

Phone: 520-458-3315 Email: mjacobs@ci.sierra-vista.az.us

Name: Marana Steve Huffman Title: Intergovernmental Administrator

Phone: 520-954-2233 Email: shuffman@marana.com

RESOLUTION #27

To ask the Governor, Legislature and Federal government to continue their support of policies that strengthen the mission viability of Arizona’s military installations.

Submitted by: City of Peoria, City of Yuma

A. Purpose and Effect of Resolution

The purpose of this resolution is to continue activities at the state and federal levels that enhance the mission viability of Arizona’s military installations. The military industry in Arizona is a key component of our local, regional and state economy. There are five (5) major military installations across Arizona: Davis-Monthan Air Force Base, Army Intelligence Center & Fort Huachuca, Luke Air Force Base, Yuma Army Proving Grounds and Marine Corp Air Station.

Arizona has long been considered a model state for how it has passed laws to protect the missions of its military installations throughout the years. The Arizona Legislature has taken a variety of proactive steps in this regard, including (but not limited to) the creation of:

- enhanced notification requirements of proposed development in the vicinity of military airports;
- heightened disclosure on the sale of land within the vicinity of military airports;
- a chart of compatible land uses within high noise and accident potential zones;
- sound attenuation standards for development near military airports;
- statutes prohibiting natural gas storage facilities within nine miles of military airports;
- zoning protections around auxiliary fields to mirror those around primary military airports;
- a “Military Installation Fund” used to buy land near bases or finance infrastructure improvements;
- notification to potential homebuyers under military training routes of military activity overhead.

The effect of this resolution would be to encourage state lawmakers to stand behind these protections and improve upon them whenever possible, especially those that may arise from future mission requirements. It is especially important that state and local leaders not take steps that could weaken protections or programs already in place should these come under challenge due to alternative interpretation of State statutes or as a result of pressures from incompatible development.

This resolution would provide an opportunity to inform fellow legislators about the tremendous economic impact military bases have on our state’s economy. It is our fiduciary responsibility to continue to be leaders in protecting our military bases, not only for the economic interests of the state, but also for our nation’s defense.

B. Relevance to Municipal Policy

Military bases in Arizona exert a profoundly positive social and economic impact on local governments throughout the state. At Luke Air Force Base alone, Base personnel volunteered over 100,000 hours in the community and entertained over 200,000 visitors for open house visits during 2007. Supporting the statutory protections and programs of Arizona’s military also helps to strengthen the operations of our state’s military bases. In this manner, we protect a constant and stable revenue source that stands impervious to fluctuations or downturns in the economy. Most cities throughout the State of Arizona are home to active duty, reservists or military retirees, thus making this resolution relevant to cities and towns statewide. Any disruptions to the missions of our military bases could significantly affect the local and state economies that benefit from their presence.

C. Fiscal Impact to Cities and Towns

On July 21, 2008 in Tucson, a state-funded study was released entitled Economic Impact of Arizona's Principal Military Operations – 2008. The report details the economic contributions of Arizona's major military installations. Arizona's military operations are increasingly important to the state's economy, creating and supporting tens of thousands of jobs and generating more than \$9 billion in revenue every year. The report examines the impact of the facilities themselves, as well as other economic activity that is generated by their presence.

The report found that the direct employment impact of the facilities is substantial. Nearly 46,000 employees (civilian included) are tied directly to the installations statewide -- as many jobs as created by Arizona's two largest private employers (Wal-Mart and Banner Health Systems). More than 96,000 employees were identified in direct, indirect and induced employment. This equals the number of workers at the state's top five employers.

The military, like other industry sectors in our economy, contracts for services and spends for operations, which is another key part of our State's economy. This generates private sector jobs while adding \$401 million in tax payments that keep our communities and state moving forward,

D. Fiscal Impact to the State

The State benefits from the military" industry," just as the cities and towns do as detailed in the economic impact report cited above. Unlike most other industries throughout Arizona, the funding of military operations, and the economic impact that results, is almost entirely independent of economic conditions. This makes the economic impact of the military in Arizona arguably one of the most important revenue generators the State relies on.

Arizona's commitment to funding military operations is relatively low. As part of the State's policies to maintain and enhance missions, the Governor and the Legislature created a Military Installation Fund (MIF). Beginning in fiscal year 2004-2005, \$4.825 million dollars began being appropriated from the State general fund to the MIF – a total of \$100 million over 20 years. Private property owners can apply for financial compensation associated with the impacts of land use restrictions for compatibility, high noise and accident potential zones near military installations. The MIF is a good faith effort to ensure that property owners are compensated for the impact of owning property within close proximity to military bases.

Unfortunately, the MIF has become targeted for cuts beginning with the FY 2009 state budget. As lawmakers struggle to close a historic budget deficit, it has been increasingly difficult to continue fully funding the MIF from the State's general fund. Nevertheless, the State's commitment to its military has remained strong.

E. Contact Information

Name: John Schell

Title: Director, Intergovernmental Affairs

Phone: (623) 695-0573

Email: John.Schell@peoriaaz.gov

**A RESOLUTION OPPOSING CHANGES TO THE FEDERAL CLEAN WATER
ACT OF 1972 PREEMPTING THE AUTHORITY OF THE STATE TO
CONTROL THE WATER WITHIN ARIZONA**

Whereas, the Clean Water Restoration Act (CWRA) of 2007 attempts to usurp the authority of states and state water primacy by expanding control of the federal government into all aspects of water use;

Whereas, the CWRA replaces the term "Navigable Waters of the United States" to "Waters of the United States" to include "all waters subject to the ebb and flow of the tide, the territorial seas, and all interstate and intrastate waters and their tributaries, including lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, natural ponds, and all impoundments of the foregoing to the fullest extent that these waters or activities affecting these waters are subject to the legislature of Congress."

Whereas, expansion of federal jurisdiction will include all water bodies and areas which have been wet at some time, are wet now, or could be wet in the future, including, but not limited to, stock ponds, irrigation storage ponds, aesthetic water features, private and public swimming pools or wastewater treatment ponds;

Whereas, the phrase "or activities affecting these waters" is extremely broad and could foreseeably extend to all use activities, which could potentially be understood to mean "affecting these waters";

Whereas, the State of Arizona has proclaimed jurisdiction over waters of the state;

Whereas, the CWRA will seriously erode the well established rights of states to manage their water resources and protect water quality;

Whereas, such jurisdictional extension will only serve to paralyze the water user's ability to efficiently operate these facilities;

Whereas, municipalities engage in water, wastewater, and stormwater activities which are subject to the federal mandates of the Clean Water Act of 1972;

Whereas, if the CWRA is enacted, municipalities will face additional regulatory constraints, associated permitting delays and increased costs and greater federal oversight of state decisions;

Whereas, the CWRA will extend federal jurisdiction to virtually all agricultural irrigation facilities subjecting them to water quality standards the facilities were not designed for nor operated to support;

Now, therefore be it resolved that the League of Arizona Cities and Towns:

1. Opposes the Clean Water Act of 2007.
2. Opposes any change to the definition of "Navigable Waters of the United States".
3. Urges municipalities to oppose the Clean Water Act of 2007 and its associated unnecessary, unfunded, intrusive regulations.
4. Urges the Legislature to pass Senate Concurrent Resolution 1024 and House Concurrent Resolution 2030 opposing the unnecessary and costly expansion of the federal Clean Water Act of 1972 and any legislation that would result in the expansion of federal jurisdictions.