



It's in your hands ~ "Build a stronger community – shop locally"

**AGENDA**  
**COUNCIL HEARS PLANNING & ZONING MATTERS**  
**MAYOR AND COUNCIL**  
**COUNCIL CHAMBERS · 473 S. Main Street, Room #106**  
**WEDNESDAY, JUNE 22, 2011**  
**6:30 P.M.**

**Note: There are no Planning & Zoning Matters on this Agenda.**

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 – June 1, 2011
    - 2) Executive Session – June 1, 2011
    - 3) Council Hears Planning & Zoning Matters – May 25, 2011
  - b) **Set Next Meeting, Date and Time:**
    - 1) July 6, 2011 at 6:30 p.m. – Regular Session
    - 2) July 20, 2011 at 6:30 p.m. – Regular Session
    - 3) July 27, 2011 at 6:30 p.m. – Council Hears Planning & Zoning Matters
  - c) **Possible approval of the Intergovernmental Agreement with Yavapai County Office of Emergency Management, reappointing David R. Smith as the Town's Emergency Management Coordinator, and authorization to pay \$4,675 for FY 2011/12 pursuant to the IGA. This is a budgeted item. Staff Resource: Debbie Barber**
  - d) **Possible approval of Ordinance 2011-A377, an ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona consenting and advising the Mayor to execute all documents necessary to accept and consummate the donation of .70 acres, a portion of parcel 403-22-029N from Beta Ventures, LLC to the Town of Camp Verde. Staff Resource: Ron Long**
  - e) **Possible approval of Memorandum of Understanding with Northern Arizona Council of Governments to continue administration of the Voucher Transit System for FY 2011/12. Staff Resource: Ron Long**
5. **Special Announcements & Presentations –**
  - ❖ **Welcome to New Businesses**
    - ❖ **Rags Roofing, LLC – Clarkdale**
    - ❖ **Kneadleworks – Camp Verde**
    - ❖ **Nitehawk Ventures, LLC – Camp Verde**
    - ❖ **West Lands Productions, LLC – Clarkdale**
    - ❖ **Wilson & Son, LLC – Camp Verde**
    - ❖ **Complete Mobile Home Service – Chandler**
    - ❖ **MD Electric, LLC – Camp Verde**
    - ❖ **Herman's Builders – Flagstaff**
    - ❖ **The Tradesman – Cornville**
6. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are Camp Verde Schools Education Foundation; Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, Yavapai County Water Advisory Committee, and shopping locally. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.
7. **Call to the Public for items not on the agenda.**

8. **Discussion, consideration, and possible appointment of a member to the Planning & Zoning Commission to replace Alan Buchanan. The term of the appointment ends January 2012. One application was received from Mr. Greg Blue. Staff Resource: Debbie Barber**
9. **Discussion, consideration, and possible approval of Resolution 2011-848, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona approving and adopting an intergovernmental agreement (IGA) with the Town of Camp Verde and the Arizona State Parks Board ("BOARD") allowing the Town to provide funding in the amount of \$75,000 for Fort Verde State Historic Park ("PARK") in order to support the operations of the Park from July 1, 2011 through June 30, 2012. Staff Resource: Russ Martin**
10. **Discussion, consideration, and possible approval of the following:**
  - a. Services agreement effective July 1, 2011 through June 30, 2012 between the Town and the Camp Verde Chamber of Commerce; and
  - b. A lease agreement for the Town to provide a facility for the Chamber of Commerce (at a nominal rental fee of \$1.00) per annum parking areas located at 385 S. Main Street beginning July 1, 2011, with an 18-month cancellation notice; and
  - c. FY 11/12, 12-month funding to the Chamber for 1) Town of Camp Verde Visitor Center operations in the amount of \$55,000 and 2) Tourism promotion and marketing Camp Verde as a destination in the amount of \$25,000.

Mayor Burnside requested the following item:

11. **Discussion, consideration, and possible approval of Challenge Cost Share Agreement between the Town of Camp Verde and the USDA, Forest Service, Prescott National Forest for the development of a multi-use trailhead in Copper Canyon on the Verde Ranger District. The agreement authorizes the participant match from the Town of Camp Verde consisting of donated labor, equipment use, and materials and funding for a kiosk. The Town will work with the donors on certain phases of the survey and construction of the site as identified in the U.S. Forest Service's contract solicitation package.**
12. **Discussion, consideration, and possible direction to the Manager to prepare and submit the 2011 Arizona Municipal Risk Retention Pool Election Ballot for three (3) members to serve on the Board of Trustees. The candidates for election are Duane Blumberg, Sahuarita Council Member; Sedona Assistant Manager Alison Zelms; Florence Town Attorney James Mannato; Pinetop-Lakeside Manager Kelly Udall; Goodyear Risk Manager Dean Coughenour, and Safford Manager David Kincaid. Staff Resource: Russ Martin**
13. **Discussion, consideration, and possible approval of Resolution 2011-847, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving and adopting the Town of Camp Verde Housing Rehabilitation Program Guidelines, as revised. Staff Resource: Debbie Barber**
14. **Call to the Public for items not on the agenda.**
15. **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.
16. **Adjournment**

Posted by:

*C. Jones*

Date/Time:

*6-14-2011*

*9:36 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.

H.A.1

**DRAFT MINUTES  
REGULAR SESSION  
MAYOR AND COUNCIL  
COUNCIL CHAMBERS  
WEDNESDAY, JUNE 1, 2011  
6:30 P.M.**

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

1. **Call to Order**

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

2. **Roll Call**

Mayor Burnside, Vice Mayor Kovacovich, Councilors Whatley, Roulette, Baker and German were present; Councilor Garrison was on vacation, her last meeting was May 25, 2011.

**Also Present:** Town Manager Russ Martin, Town Magistrate Harry Cipriano, Councilors-Elect Bruch George and Alan Buchanan, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**

The Pledge was led by German.

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 – May 18, 2011
- 2) Work Session – May 18, 2011

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

- 1) June 8, 2011 at 6:30 p.m. – Budget Work Session
- 2) June 15, 2011 at 6:30 p.m. – Regular Session
- 3) June 22, 2011 at 6:30 p.m. – Council Hears Planning & Zoning Matters

c) **Possible approval of a special event liquor license as requested by the Verde Valley Mounted Sheriff's Posse for the Cornfest celebration that is scheduled for July 15 & 16, 2011.** Staff

Resource: Debbie Barber

d) **Possible approval of Resolution 2011-846, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, declaring and adopting the results of the General Election held on May 17, 2011.** Staff Resource: Debbie Barber

On a motion by Kovacovich, seconded by Baker, the Consent Agenda was unanimously approved as presented, with the time for the meeting scheduled for June 8, 2011, changed to 5:30 p.m.

Town Clerk Barber requested that the Council consider an earlier meeting time for the Budget Work Session scheduled for June 8, 2011; it was agreed to set it for 5:30 p.m.

5. **Special Announcements & Presentations**

There were no announcements or presentations.

6. **Council Informational Reports.**

**Baker** reported on her attendance at the Board of Trustees meeting on May 20, 2011 for the Insurance Pool; the Town of Tusayan is a new member, and there is now a total of 73 members in the pool. Baker outlined the loss ratio and the work comp losses, the importance of maintaining safe work places, and the plan to research various levels of coverages and programs to offer to larger cities in the State. Baker said the financial condition of the Pool is still excellent; the Annual Report will be in the Clerk's Office for anyone to review.

**Kovacovich** said he wanted to thank the current Council; everyone has worked well together. He also thanked Roulette and Garrison for their contributions, and he looks forward to the next two years.

**Burnside** reported on the Memorial Day service at the Cemetery; there were more people this year than last year. On June 7<sup>th</sup> Burnside and Martin will meet with the State Parks regarding the Fort. He also commented that this Council has been a great one; it was a good team to be involved with and he is looking forward to the new team.

7. **Call to the Public for items not on the agenda.**

There was no public input.

8. **Swearing-in Ceremony and seating of new Council members. Honorable Harry Cipriano will swear-in the members. The 2011 Council is comprised of Bob Burnside, Mayor (term ending June 2013) and Council Members Jackie Baker (term ending June 2013), Bruce George (term ending June 2015), Carol German (term ending June 2015), Alan "Buck" Buchanan (term ending June 2015), Bob Kovacovich (term ending June 2013), and Robin Whatley (term ending June 2013). After the members are seated Mayor Burnside will present plaques honoring outgoing Council members Norma Garrison and Pete Roulette. Staff Resource: Mayor and Council**

Burnside reviewed the names of the new Council members and their terms, as noted in the Agenda item, after which the Honorable Harry Cipriano administered the Oath of Office to each of the newly elected Council members, Bruce George and Alan Buchanan, and the re-elected members, Carol German and Bob Burnside.

Burnside then presented a plaque to Pete Roulette honoring his past service as a Council member, and commented on how he had contributed his valuable wisdom and thoughts during his term.

9. **Presentation and update by Priscilla Smith representing "Team Native Spirit" relative to participation in the National Pink Fire Truck Tour that will be in Camp Verde on August 6, 2011 from 7:00 a.m. to 1:00 p.m. Staff Resource: Mayor Burnside**

There was no action taken.

Mayor Burnside stressed that the goal of the group is to help the victims of cancer, and then introduced Priscilla Smith, who gave a presentation on the background and funds raised by the Pink Bus tours to help the victims of cancer, and the upcoming event planned for Camp Verde on August 6, 2011. Throughout the presentation, Ms. Smith continued to repeat that early detection is the key to prevention and/or treatment of cancer. Following the presentation, Ms. Smith and members of her Team distributed Registration forms to all those who might be interested in participating in the August 6<sup>th</sup> event.

10. **Discussion, consideration, and possible appointment of a Vice Mayor. Staff Resource: Debbie Barber**  
On a motion by Burnside, seconded by Whatley, the Council voted 4-3 to appoint Bob Kovacovich to serve as Vice Mayor.

German nominated Jackie Baker to serve as Vice Mayor; Buchanan seconded the nomination; the ensuing vote for appointment failed 3-4.

Barber explained that the Town Code was recently changed to allow for a two-year appointment of a Vice Mayor; however, the change does not take effect until the middle of this Month. Barber said that staff is recommending that an appointment is made for a one-year term; in July it will be brought back to Council to extend the appointment for two years.

Prior to the nominations, Burnside commented that Bob Kovacovich had served him well for the last two years, and if Mr. Kovacovich would accept it, he would like to nominate and ask him to serve again for two years; Kovacovich said he would be honored to do so.

11. **Discussion, consideration, and possible appointment of Council member to serve on various committees.** Staff Resource: Debbie Barber

The following appointments of Council members to serve on various committees were made, indicating the primary member followed by a backup member :

Camp Verde Schools Education Foundation:	German/Baker
Chamber of Commerce Board	Buchanan/George
Council Liaison to Yavapai-Apache Nation	George
Intergovernmental Associations	All members
NACOG – Regional Council	Burnside/Baker
NACOG – Economic Development Council	DELETED
Sanitary District Liaison:	Whatley/Burnside
CVUSD Superintendent's Advisory Council	German/Baker
Verde Valley Regional Economic Development Council	Baker/Whatley
Verde Valley Transportation Org.	George/Buchanan
League Resolutions Committee	Burnside/Baker

**WATER RELATED COMMITTEES:**

Verde Valley Water Users Liaison	Kovacovich/Burnside
Yavapai County Local Drought Impact Group	Kovacovich/German
Yavapai County Water Advisory Committee	Buchanan/Burnside

Burnside requested creating a type of a Committee Library; the Clerk could provide booklets to contain reports that are given by committee members following meetings that would be available for anyone to read and be brought up to date on what is happening in each particular committee. Baker said that had been done at one time, and the booklets may still be on hand.

12. **Discussion, consideration, and possible appointment of the Mayor or a Council member to serve on the 2011 League of Arizona Cities & Towns Resolutions Committee.** Staff Resource: Debbie Barber  
On a motion by Baker, seconded by Whatley, the Council unanimously appointed Mayor Burnside to serve on the 2011 League of Arizona Cities & Towns Resolutions Committee.

Barber explained the process for appointment of the Mayor of each community to serve on the Resolutions Committee each year; this would be the Mayor's official acceptance of his appointment. In regard to the resolutions, Burnside requested that staff have an Agenda item for the June 15<sup>th</sup> meeting in connection with resolutions that the Town would like to submit or co-sponsor which he would then bring to the League Resolutions Committee.

13. **Discussion, consideration, and possible direction to staff and/or discussion or consultation with the Town Attorney for legal advice regarding support of the water rights proposal offered by Yavapai Apache Nation.** Note: Council may vote to go into Executive Session pursuant to ARS §38-431.03(A)(3) for discussion or consultation with the attorney for legal advice, §38-431.03(A)(4) for discussion or consultation with the attorney in order to consider Council's position regarding contracts that are the subject of negotiation, and §38-431.03(A)(6) for discussion, consultation, or consideration for negotiations with members of a Tribal Council, or

designated representatives of an Indian Reservation located within or adjacent to the Town. Staff Resource: Russ Martin

On a motion by German, seconded by Baker, the Council voted to adjourn to go into Executive Session.

Town Manager Martin said that the Water Rights Attorney for the Town was present, and that he had some information and updates for the newly-seated Council; staff is suggesting that the Council go into Executive Session for consultation with the attorney.

**A recess was taken at 7:18 to go into Executive Session, following which the meeting was reconvened at 8:09 p.m.**

On a motion by Baker, seconded by German, the Council unanimously voted to reconvene to the Regular Session.

The Town Manager advised that he would like to ask the Mayor and Vice Mayor to serve as a committee on the settlement negotiations, in order to allow him to continue to consult with them for advice and consistency on new information that might come up intermittently during the negotiations on behalf of the Town.

Steve Wene, Water Rights Attorney for the Town of Camp Verde, noted that the Council had discussed the settlement opportunities of the Yavapai-Apache Nation and other parties; at this point the Town needs to continue to engage in negotiations with the YAN as well as SRP. There are no concrete terms on the table, either for the Town or the YAN. Mr. Wene said he would like the Town to continue to allow him to negotiate with the YAN and any other parties, and to direct the Town Manager to support those negotiations. Mr. Wene also requested that two members of the Council be appointed to serve as a committee on the settlement negotiations.

14. **Discussion, consideration, and possible approval of a Non-Disclosure Agreement between the Yavapai-Apache Nation, the Salt River Valley Water Users' Association and the Salt River Project Agricultural Improvement and Power District and the Town of Camp Verde.** Staff Resource: Russ Martin

On a motion by Baker, seconded by Kovacovich, the Council unanimously approved a Non-Disclosure Agreement between the Yavapai-Apache Nation, the Salt River Valley Water Users' Association and the Salt River Project Agricultural Improvement and Power District and the Town of Camp Verde.

Martin confirmed that the subject Agreement is required for all parties as the negotiations are continued; he understands that the SRP had not been included in the prior Non-Disclosure Agreement.

15. **Call to the Public for items not on the agenda.**  
There was no public input.

16. **Manager/Staff Report**  
Martin said that the Budget documents are available for review prior to the next meeting.

17. **Adjournment**  
On a motion by Baker, seconded by German, the meeting was adjourned at 8:15p.m.

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Bob Burnside, Mayor

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Margaret Harper, Recording Secretary

**CERTIFICATION**

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on the 1<sup>st</sup> day of June 2011. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Debbie Barber, Town Clerk

4 a. 3

**DRAFT MINUTES  
COUNCIL HEARS PLANNING & ZONING MATTERS  
MAYOR AND COUNCIL  
COUNCIL CHAMBERS  
WEDNESDAY, MAY 25, 2011  
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, and German were present; Councilor Roulette arrived at 6:33 p.m.; Councilors Whatley and Baker were absent.

**Also Present:** Town Manager Russ Martin, Community Development Director Mike Jenkins, Asst. Planner Jenna Owens, Councilor-Elect Alan Buchanan, and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**

The Pledge was led by Russ Martin .

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) Work Session – May 11, 2011

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

1) June 1, 2011 at 6:30 p.m. – Regular Session

2) June 8, 2011 at 6:30 p.m. – Budget Work Session

3) June 15, 2011 at 6:30 p.m. – Regular Session

4) June 22, 2011 at 6:30 p.m. – Council Hears Planning & Zoning Matters.

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

5. **Special Announcements & Presentations**

Mayor Burnside announced that since Councilor Garrison will not be here next week to receive her Award, he wanted to present the special Plaque to her at this meeting, acknowledging and thanking her for her service to Camp Verde from 2007 to 2011.

6. **Council Informational Reports.**

**Garrison** commented on all that this current Council has gone through, including loss of loved ones throughout the last two years, and the support the members has had for each other. She is planning now to take care of personal and family responsibilities for the next couple of months, but she will return.

**Roulette** said that this is his last meeting as well; it has been a pleasure serving with the others, and he expressed his appreciation for all of them.

**German** reported on her attendance at the Open House at Jackpot Ranch; and also attended the Superintendents Advisory Committee. She said she wanted to commend the Camp Verde High School graduates on the pictures published in the paper; they looked very classy.

**Burnside** said he enjoyed the Verde Vista Apartments annual picnic today; also attended last Friday the ADOT Five-Year Plan that was especially interesting in light of the millions and even billions of dollars involved in planning, financing and rescheduling projects. Burnside also reported on attending the GAMA meeting at which the subject was how can the Mayors make an impact on our legislators, and what is the best for the Greater Northern Arizona. The Cities and Leagues by June 17<sup>th</sup> is requesting ideas for resolutions; the Clerk's Office will have material and a calendar to follow on how to write the resolutions.

7. **Call to the Public for items not on the agenda.**  
There was no public input.

8. **Public hearing, discussion, consideration, and possible approval of Resolution 2011-838, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona declaring the Planning and Zoning Ordinance of Camp Verde, dated May 25, 2011, to be a public record and establishing Planning and Zoning Ordinance of Camp Verde.** Staff Resource: Mike Jenkins  
On a motion by Kovacovich, seconded by Garrison, the Council unanimously approved Resolution 2011-838, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona declaring the Planning and Zoning Ordinance of Camp Verde, dated May 25, 2011, to be a public record and establishing Planning and Zoning Ordinance of Camp Verde.

Town Manager Martin explained that this particular item was simply to declare the Ordinance a public document, and suggested that Item 9 which would adopt the Ordinance could be heard first. There was discussion to clarify that there would be two separate actions. Martin reiterated that this Item 8 would only declare the proposed Ordinance to be a public document; the next item would be approving the actual document. There was no further discussion.

There was no public input.

9. **Discussion, consideration, and possible approval of Ordinance 2011-A374, an Ordinance of the Mayor and Council of the Town of Camp Verde, Yavapai County, Arizona, adopting by reference the establishment of the Planning & Zoning Ordinance of Camp Verde, repealing Ordinance 87-A23 and all amendments thereto, excepting Ordinances 91-A161 and 2001-A193 (Street Naming and Addressing) and Ordinance 2001-A187 (Wireless Communication Facility Regulations) in their entirety, and proscribing penalties for violations thereof.** Staff Resource: Mike Jenkins  
On a motion by Burnside, seconded by Roulette, the Council by a 4-1 vote approved Ordinance 2011-A374, an Ordinance of the Mayor and Council of the Town of Camp Verde, Yavapai County, Arizona, adopting by reference the establishment of the Planning & Zoning Ordinance of Camp Verde, repealing Ordinance 87-A23 and all amendments thereto, including today, excepting Ordinances 91-A161 and 2001-A193, and Ordinance 2001-A187 in their entirety, and proscribing penalties for violations thereof; **with German opposed.** Note: German stated that her reason for opposition is that our Medical Marijuana Ordinance is too lax.

Martin pointed out that if any changes are made to the document at this point, those amendments would be incorporated in the document as indicated in the phrase, "and all amendments thereto" upon approval of the subject Ordinance.

#### **STAFF PRESENTATION**

Community Development Director Jenkins outlined the research done in order to clarify the question of grading permits of the proposed Ordinance, and for better understanding on the part of the public; Jenkins reviewed the effect of the proposed language in Part Four, Page 5, Section 401, noting that all of the verbiage pertains to development, and has nothing to do with an individual just brushing off his land for

personal or agricultural use. The members discussed with Jenkins the special requirements for grading and developing land, and clarified that the size of property would have to be in excess of over two acres. Burnside questioned the language stating that if the Director or designee determines that the surface for clearing the property is exempt from grading requirements, and a note is placed in the owner's file to that effect, if that same owner came to the Town with a development proposal, that note would be found by staff and could confirm a violation. Burnside requested staff to do some research and determine a reasonable time frame to include in that statement. The Council indicated agreement with the changes described by Jenkins in Part 401(3).

The issue of Medical Marijuana was next addressed, with Jenkins reviewing the staff recommendations to the Planning & Zoning Commission that had been discussed at the last Council meeting. Those recommendations were that dispensaries be allowed in C-2 zoning districts; Jenkins described the locations of those areas, and the preference of the Camp Verde Marshal that the activities be located in a major commercial corridor for better visibility and oversight. Jenkins added that the Arizona Department of Health Services rules stipulate that the dispensaries be separated from any private or public school by a distance of 500 feet, and that has been included in the staff recommendations, as well as child day care facilities. Jenkins said that staff has also researched the issue of Medical Marijuana with other entities and individuals; the issue of marijuana cultivation facilities remains in a rather gray area. State rules specify that each Medical Marijuana dispensary can have one additional cultivation facility. There is some dispute over interpretation of those rules, but the general understanding is that each Medical Marijuana cultivation facility can have one additional growth facility as well as growing for themselves in the dispensary. Jenkins said that there are some individuals who believe that it would be possible to partition off walls within one building, making each section one additional cultivation site for a specific dispensary, referred to as a "condo" concept. Staff had suggested that the cultivation sites be allowed in M-1, M-2 and even C-3. In summary, staff's recommendation was that the dispensary to be allowed in C-2, and the cultivation facility in M-1, or perhaps include C-3 and M-2, and is being presented for Council discussion and consideration. There was some discussion with Jenkins, with input from Martin to attempt to further clarify the relationship between the dispensaries and cultivation facilities. Jenkins displayed a map of Camp Verde, indicating the C-3 zoned areas, and M-1. In response to a question, Jenkins confirmed that the Town could require a distance from schools farther away than 500 feet. The public hearing was subsequently opened.

#### **PUBLIC HEARING OPEN**

(Comments from the following individual are summarized.)

**Howard Hintz**, a professional consultant in the Medical Marijuana dispensary area, said that the law allows any reasonable zoning that the Town would want to put in place. Many cities have not allowed dispensaries to cultivate in their dispensaries, Phoenix for one. Some cities have allowed both in the same building in industrial areas. If only a dispensary were allowed in, for example, a C-2 zone, they would be forced to cultivate at a different location pursuant to the ordinance. Mr. Hintz said that in his opinion that is why the law provided for one additional cultivation site. It seems to be up to the local zoning ordinance to determine what you do and where. Mr. Hintz also commented on the theory that one building could be converted to a condo operation; he has not seen anything that has ever determined that is illegal, as long as there are separate accesses and entries to the separate spaces. Those are being discussed across the State right now. He believes it will be a taxable sale from the dispensary, which will be a good thing for a city. The main object is to vote where the Town would want the dispensary to go, and determine the distance between schools and facilities, whatever would be reasonable. He also agreed with locating the facility where it is highly visible.

The members discussed with Mr. Hintz the information he had shared, including the issue of growing facilities and the condo concept, and no limit on the number of growing facilities that could service a dispensary. Burnside commented that this issue is the "Golden Goose" coming to Camp Verde, with retail sales tax revenue generated from the individual purchasing the product from the dispensary.

There was no further public input.

The Council discussion commenced with the comment that prescriptions are not taxable; however, it was pointed out that doctors technically do not issue prescriptions for Medical Marijuana; they are only recommendations, and are therefore subject to sales tax. The members discussed at length the issue of increasing the State stipulation regarding the 500-foot separation from private and public schools. German commented that the Medical Marijuana Act was barely passed by the voters; a vast majority are against the sale of marijuana in the State of Arizona, and she feels the requirements should be somewhat more stringent; the Council should consider limiting the size of the growing facility, only dispense in C-2 with no cultivation, growing facilities limited to not within one mile of each other, with some of those limits German said she could live with the 500-foot requirement. Roulette said that he is basically a capitalist and is not in favor of trying to regulate it to death; free enterprise will take care of itself; if a dispensary is located in Camp Verde it would have a rough time of it because of the conservative nature of those who live in Camp Verde. Kovacovich said he would be in favor of C-2 for the dispensary, but would prefer to limit it to only Hwy 260, with M-1, M-2 and C-3 for growing. Garrison agreed with German, adding that it is bizarre that the State would even be considering an illegal substance; she believes the separation from schools could be handled if the distance was 1000 feet. Roulette said he could see the issue creating jobs, and would favor restrictions to limit growing facilities to M-1 and the dispensary facilities to C-2, within 500 feet of a school, and not growing in the dispensary. Martin commented that by encouraging someone to locate a dispensary here, the Town would have a better chance of limiting the number of caregivers; the Town should be more afraid of the potential proliferation of caregivers and home occupations. There was further discussion on the issue of requiring cultivation within the dispensary, keeping the two activities under one roof as a way to limit the off-site cultivation.

The members discussed with staff the options presented in the table set forth on Page 3, and by majority vote, agreed that the dispensary should be located in a C-2 zone; 500-foot separation distance; with no size limit. The next majority votes were to include growing within the dispensary, to not limit the number of dispensaries by population, and to allow growing facilities in C-3, M-1 and M-2, and no distance requirement. Martin summarized what the members had discussed and agreed upon, including day care facilities in the 500-foot separation; C-2 Zone for dispensaries including the growing facility within the dispensary; off-site cultivation facilities in M-1, C-3 and M-2; no distance limitations by population. Burnside then discussed with staff and requested that staff clarify and perhaps change some verbiage that had been included in Parts One and Two.

In closing, Burnside commented that adoption of this Ordinance is a milestone. Because of that, Burnside requested **for clarification and for the record** that staff verify that all advertisement has been done according to State Statute, and that the Planning & Zoning Commission and the Council have been given all comments, whether written or verbal, to consider from our community. Jenkins verified that those requirements and directions have been satisfied.

10. **Call to the Public for items not on the agenda.**

There was no public input.

11. **Advanced Approvals of Town Expenditures**

There were no advanced approvals.

12. **Manager/Staff Report**

Martin said he wanted to remind everyone of the Intergovernmental meeting tomorrow at 6:00 p.m. at the Marshal's Office.

13. **Adjournment**

On a motion by Garrison, seconded by Kovacovich, the meeting was adjourned at 8:08 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 25<sup>th</sup> day of May 2011. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Debbie Barber, Town Clerk

4 C.



Town of Camp Verde

**Agenda Item Submission Form – Section I**

**Meeting Date:** 6-22-11

- Consent Agenda       Decision Agenda       Executive Session Requested
- Presentation Only       Action/Presentation

**Requesting Department:** Clerk's Office

**Staff Resource/Contact Person:** Debbie Barber

**Agenda Title (be exact):** Possible approval of the Intergovernmental Agreement with Yavapai County Office of Emergency Management, appointing Marshal David R. Smith as the Town's Emergency Management Coordinator, and authorization to pay \$4,675.00 as required by the IGA. This is a budgeted item.

**List Attached Documents:** Invoice (1 page); IGA (6 pages)

**Estimated Presentation Time:** N/A – Consent Agenda

**Estimated Discussion Time:** N/A Consent Agenda

**Reviews Completed by:**

- Department Head:** Debbie Barber       **Town Attorney Comments:** N/A
- Finance Department**

**Fiscal Impact:** This is a budgeted item in Non-Departmental

**Budget Code:** 01-999-20-785000    **Amount Remaining:** \$4,675 (appropriated in the 2011/12 Budget)

**Comments:** The increase in fees is due to the increase in population from 1990 – 2011. Camp Verde's population based on the 2010 Census is 10,817.

**Background Information:** This is an annual IGA with Yavapai County who provides emergency management services to include, but not be limited to notification of hazardous conditions, assistance with the Town's Disaster Repose Plan revisions, disaster drills, monitor and compliance assistance with Homeland Security training and reporting mandates, and emergency management training.

**Recommended Action (Motion):** Move to approve the Intergovernmental Agreement with Yavapai County Office of Emergency Management, appointing Marshal David R. Smith as the Town's Emergency Management Coordinator, and authorization to pay \$4,675.00 as required by the IGA.

**Instructions to the Clerk:** Section II not applicable.



**Yavapai County**  
**Emergency Management**  
1100 Commerce Drive  
Prescott, AZ 86305

**DATE:** July 1, 2011  
**INVOICE #** 11704  
**FOR:** IGA

**Bill To:**  
Town of Camp Verde  
Deborah Barber, Clerk  
473 S. Main Street  
Camp Verde, AZ 86322

DESCRIPTION	AMOUNT
Services provided by and IGA to establish Unified Emergency Management with Yavapai County (See IGA Attachment B)	\$4,675.00
<b>TOTAL</b>	<b>\$ 4,675.00</b>

Make all checks payable to: **YC Emergency Management**



# YAVAPAI COUNTY

## **Office of: Emergency Management**



Wednesday May 25, 2011

Ms. Deborah Barber, Clerk  
Town of Camp Verde  
473 S. Main Street  
Camp Verde, AZ 86322

Re: Annual Emergency Management IGA

Dear Ms. Barber:

Enclosed is the Emergency Management IGA for fiscal year July 1, 2011 through June 30, 2012.

Please obtain the appropriate signatures and **return all three originals to me** at your earliest convenience. They will then be signed by the Yavapai County Board of Supervisors, recorded, and one original will be returned to you.

Some benefits provided to the Town during the past year include:

- Notification of hazardous conditions (Fire, flooding, wind storms, traffic incidents)
- On call availability to the Town, 24/7
- Revision of Disaster Response Plan
- Develop and conduct Disaster Drill
- On call 24/7 alternative communications capability (Amateur Radio)
- Monitor and assist with compliance on Homeland Security training & reporting mandates
- Homeland Security and emergency management training classes at no cost

Please forward the attached invoice to your Finance Department.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Nick Angiolillo  
Coordinator  
Yavapai County Emergency Management

Enclosures

**INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT OF  
UNIFIED EMERGENCY MANAGEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2011, by and between YAVAPAI COUNTY, a political subdivision of the State of Arizona, hereinafter called "County" and the TOWN OF CAMP VERDE, a municipal corporation of the State of Arizona, hereinafter called "Town" as follows:

WHEREAS the County has established an Office of Emergency Management and;

WHEREAS the County has the capability to manage a unified emergency management organization and;

WHEREAS the parties are empowered to enter into this agreement pursuant to ARS " 11-952, 26-307, and 26-308.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and the sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The County and the Town shall establish a unified emergency management organization for the purpose of preparing plans for the preservation and safety of life and property and making provisions for the execution of these plans in the event of enemy attack upon the United States of America and/or in the event of any peacetime natural, technological, or manmade emergency or disaster within the County or Town. See Attachment A for list of definitions. See Attachment B for a comprehensive list of services provided.
2. The unified emergency management organization is hereby designated as the Yavapai County Joint Office of Emergency Management.
3. The County will perform the following services with the Town:
  - a. Include emergency operations of the Town in the County Disaster Response Plan (DRP) covering emergencies and disasters;
  - b. Aid and advise the Town with regards to training of employees that may be responsible for emergency management/homeland security duties;
  - c. Review the Town Disaster Response Plan for completeness, compatibility and compliance with the National Incident Management System (NIMS), County Disaster Response Plan and State Emergency Operations Plans and provide improvements and updates as necessary.

- d. Provide assistance to the Town to develop/update emergency management plans, procedures, and programs in each of the following areas, such list not to be exclusive: Continuity of Government, Direction and Control, Law and Order, Fire Services, Emergency Evacuation, Shelter, Public Services, Recovery, Mitigation, Persons with Special Needs, Radiological Safety, Warning and Public Information, Transportation, Communications, Mass Care and Mass Casualty. The above plans and programs will be coordinated with and approved by the various Town departments effected by said plans and programs;
  - e. Assist the Town with developing and/or updating a current inventory of all equipment and supplies available in the Town for use in the event of any disaster;
  - f. Provide a current inventory of all equipment and supplies available in the County to assist the Town in the event of any disaster;
  - g. Provide technical assistance in obtaining Federal or State funds which may become available to the Town for emergency services purposes, and in the acquisition of surplus or other property for emergency services purposes by the Town;
  - h. Complete and submit all report requirements emanating from State or Federal Government Agencies;
  - i. In the event of disaster confined to the Town, provide emergency assistance as requested, within the limits of the ability of the County to so provide, and coordinate assistance furnished by other agencies in accordance with mutual aid agreements, State and/or Federal laws.
4. That the Town shall:
- a. By this agreement become a member of the Yavapai County Joint Office of Emergency Management;
  - b. Appoint an Emergency Management Coordinator who shall be responsible for the organization, administration, and operations of local emergency management, subject to the direction and control of the chief executive officer or governing body. Upon request by Town officials, the county will provide assistance with emergency management under normal and/or emergency or disaster conditions.
  - c. Accept joint responsibility to maintain and keep current the Yavapai County Disaster Response Plan and Guides as it relates to the Town;
  - d. Accept responsibility to maintain and keep current the Town Disaster Response Plan and Guides;

- e. In relation to emergency management issues, delegate to the County such lawful authority and responsibility as shall be deemed necessary by the Town;
  - f. Budget and contribute to the County for the fiscal year commencing July 1, 2011 and ending June 30, 2012, the sum of \$4,675.00.
5. It is hereby mutually agreed:
- a. The Yavapai County Office of Emergency Management will include representation of all signatory parties;
  - b. The Yavapai County Office of Emergency Management shall be comprised of a County Director appointed by the Yavapai County Board of Supervisors, and other personnel as deemed necessary by the County Board of Supervisors;
  - c. The County Emergency Management Director who is and shall be appointed by the Yavapai County Board of Supervisor's, shall act as the Director of the Yavapai County Joint Office of Emergency Management;
  - d. The term of this agreement is for one year commencing July 1, 2011, and may be extended from year to year by mutual agreement of the parties prior to June 30 of the term, stating the compensation to be paid for service during such extended term and other charges;
  - e. Pursuant to ARS ' 38-511, the parties may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of that party is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, that party may further elect to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this agreement on behalf of that party from any other party to the agreement arising as a result of this agreement.

YAVAPAI COUNTY

A political subdivision of the State of Arizona

By: \_\_\_\_\_ Date: \_\_\_\_\_  
CAROL SPRINGER  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_ Date: \_\_\_\_\_  
JULIE AYERS  
County Clerk

Pursuant to ARS ' 11-952(D), the undersigned Deputy County Attorney has determined that this agreement is in proper form and within the powers and authority granted under the laws of the State of Arizona to Yavapai County.

\_\_\_\_\_ Date: \_\_\_\_\_  
DAVID S. HUNT  
Deputy County Attorney

TOWN OF CAMP VERDE  
A municipal corporation of the State of Arizona

By: \_\_\_\_\_ Date: \_\_\_\_\_  
BOB BURNSIDE  
Mayor

ATTEST:

\_\_\_\_\_ Date: \_\_\_\_\_  
DEBORAH BARBER  
Town Clerk

Pursuant to ARS ' 11-952 (D), the undersigned Town Attorney has determined that this agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Town of Camp Verde.

\_\_\_\_\_ Date: \_\_\_\_\_  
WILLIAM J. SIMS, III  
Town Attorney

## Attachment A

### LIST OF DEFINITIONS

"EMERGENCY," as defined in ARS ' 26-301, means the existence of conditions of disaster or of extreme peril to the safety of persons or property within the territorial limits of the county, city, or town, which conditions are, or are likely to be, beyond the control of the services, personnel, equipment, and facilities of such political subdivision as determined by its governing body and which require the combined efforts of other political subdivisions.

"DISASTER," as defined in Section 102, Public Law 93-288, means any hurricane, tornado, storm, flood, high-water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosion, or other catastrophe in any part of the United States which, in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance to state and local governments under the Disaster Relief Act of 1974.

# Yavapai County

## EMERGENCY MANAGEMENT / HOMELAND SECURITY

Services provided by County Emergency Management/Homeland Security under the IGA for the establishment of unified Emergency Management:

### SERVICES:

- 24/7 Real Time Hazard Alert/notifications/bulletins
- 24/7 Emergency alternative communications capability
- Emergency/Disaster Response & Recovery Notification, Operations, Coordination and Staff augmentation
- Disaster Response Plan, Continuity Plan development and maintenance
- Homeland Security Grant Participation
- Risk/Hazard Analysis
- Staff Training (EOC, Disaster Plan, Continuity Plans)
- Free Freedom Corps Training
- Liaison to State and Federal Resources
- Public Education Program development and implementation assistance
- Hazard mitigation analyses and plan development.
- Exercise Development/Training/Implementation/Evaluation
- Emergency Management, NIMS, Homeland Security Training
- EPA/LEPC Representation
- Special Studies/Projects
- Damage Assessments
- Provide brochures, booklets, pamphlets, checklists or other information in support of local Emergency Management issues or initiatives.
- Other Emergency Management support as needed.

RATE: \$.43 per person, per year based on the latest official census.

4 d.



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date:

- Consent Agenda       Decision Agenda       Executive Session Requested
- Presentation Only       Action/Presentation

Requesting Department: Public Works12

Staff Resource/Contact Person: Ron Long

Agenda Title (be exact): AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ADVISING AND CONSENTING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO ACCEPT AND CONSUMMATE THE DONATION OF .70 ACRES, A PORTION OF PARCEL 403-22-029N, FROM BETA VENTURES, LLC TO THE TOWN OF CAMP VERDE.

List Attached Documents: Ordinance 2011-A377

Estimated Presentation Time: N/A

Estimated Discussion Time: NA

Reviews Completed by:

- Department Head: Ron Long       Town Attorney Comments: N/A
- Finance Department N/A

Fiscal Impact:

Budget Code: \_\_\_\_\_ Amount Remaining: \_\_\_\_\_

Comments:

Background Information: May 4, 2011 Council approved the Purchase Agreement for 16.76 acres of land on Industrial Drive, the Agreement included a donation by Beta Ventures to the Town of .70 acres adjoining the purchased land. The purchase transaction closed on June 6, 2011. Yavapai Title Agency requires a Town Ordinance in order to process and record the necessary documents to facilitate the title transfer to the Town.

Recommended Action (Motion): move to approve Ordinance 2011-A377, AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, CONSENTING AND ADVISING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO ACCEPT AND CONSUMMATE THE DONATION OF .70 ACRES, A PORTION OF PARCEL 403-22-029N, FROM BETA VENTURES, LLC TO THE TOWN OF CAMP Verde

Instructions to the Clerk: Process Ordinance 2011-A377, Affix Town Seal and return document to Public Works



**ORDINANCE 2011-A377**

**AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL  
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,  
ADVISING AND CONSENTING THAT THE MAYOR EXECUTE ALL DOCUMENTS  
NECESSARY TO CONSUMMATE THE DONATION OF .70 ACRES, A PORTION OF  
PARCEL 403-22-029N, FROM BETA VENTURES, LLC TO THE TOWN OF CAMP  
VERDE.**

*WHEREAS* municipalities may under ARS §9-241, receive real property within its Town limits through a written and recorded agreement; and

*WHEREAS*, the Mayor and Common Council approved the Purchase Agreement of 16.76 acres of parcel 403-22-025E, including therein the donation of .70 acres of parcel 403-22-029N to the Town; and

*NOW THEREFORE*, the Mayor and Common Council of the Town of Camp Verde resolve, pursuant to ARS §9-241, to execute the Escrow Instructions and such other instruments necessary to consummate the gift of real property, .70 acres of parcel 403-22-029N, from Beta Ventures LLC to the Town of Camp Verde

**PASSED AND ADOPTED:**

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

Attest:

Approved as to form:

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

\_\_\_\_\_  
Bill Sims

H. 2



Town of Camp Verde

**Agenda Item Submission Form - Section I**

**Meeting Date:** June 22, 2011

- Consent Agenda       Decision Agenda       Executive Session Requested
- Presentation Only       Action/Presentation

**Requesting Department:** Public Works

**Staff Resource/Contact Person:** Ron Long/Valerie House

**Agenda Title (be exact):** Possible approval of a Memorandum of Understanding between Northern Arizona Council of Governments (NACOG) and the Town of Camp Verde to continue administration of the Voucher Transit System for Fiscal Year 2011/2012.

**List Attached Documents:** Memorandum of Understanding

**Estimated Presentation Time:** 5 minutes

**Estimated Discussion Time:** 5 minutes

**Reviews Completed by:**

- Department Head:** Ron Long
- Town Attorney Comments:**
- Finance Department**

**Fiscal Impact:** \$9,329.06 (\$7,000 Town's portion to continue operation plus \$2,329.06 in-kind match)

**Budget Code:** 06-400-20-999903      **Amount Remaining:** n/a

**Comments:** This item was tentatively approved in the first round review of the FY 2011/2012 budget.

**Background Information:**

October 2010 Council approved a "last time" grant application for LTAF II funding in order to supplement the Voucher Transit System administered by NACOG. Subsequently, the grant was approved and funds in the amount of \$9316.25 were deposited in the Town's account on March 1, 2011; these funds will be expended this upcoming fiscal cycle.

That said, it is time to re-new the Memorandum of Understanding with NACOG to continue administration of the Voucher Transit System and staff would like to move forward with the tentatively approved \$18,600 to be used for this Fiscal Year 2011/2012; this is the same amount expended during last fiscal year's administration and will maintain the current level of service provided to an average of 26 citizens.

**Recommended Action (Motion):** Move to approve a Memorandum of Understanding between Northern Arizona Council of Governments (NACOG) and the Town of Camp Verde to continue administration of the Voucher Transit System for Fiscal Year 2011/2012.

**Instructions to the Clerk:**

- Provide 3 copies of the MOU for signature immediately following the meeting to expedite the Agreement.

MEMORANDUM OF UNDERSTANDING  
Between Northern Arizona Council of Governments-  
Economic/Workforce Development Division  
and the  
Town of Camp Verde, Arizona

General Provisions

I) Introduction – Purpose of Memorandum of Agreement

This Memorandum of Understanding (MOU) is made and entered into by and between the Northern Arizona Council of Governments – Economic Workforce Development, hereafter referred to as NACOG, and the Town of Camp Verde, hereafter referred to as the Town.

The purpose of this MOU is to establish an agreement between NACOG and the Town concerning their respective rights and responsibilities for the development and implementation of a voucher transit system, or VTS, which shall serve Camp Verde Residents in providing transportation services to the following areas, the Town of Camp Verde, the City of Cottonwood and the City of Sedona, hereafter referred to as the Verde Valley.

All parties agree to coordinate and collaborate their efforts in mutual planning and implementation to ensure that Camp Verde Citizens benefit from this service. The vouchers shall be issued to residents of the Town to be used for travel only within the Verde Valley. Residents of the Town will pay a \$2.00 co-payment per service provided.

II) NACOG - Authorities and Responsibilities Expressly Implied

1. Fiscal Agent: NACOG will act as the fiscal agent for the VTS being responsible to receive and disperse funds.
2. Eligibility: NACOG will establish eligibility screening which conforms to the requirements set forth. Income level shall be based primarily on current income information.
3. Reporting: NACOG will collect data regarding all VTS users to include residency, origination, user name, eligibility category, age, income level as appropriate, and destination. This information will be compiled and reported to the Town on a quarterly basis.

4. Records Management: NACOG will prepare and maintain all records relating to the VTS for the duration of this agreement. Records will be released to the Town, upon request, at the termination of this agreement.
5. Staff: NACOG shall select and employ staff in order to provide project supervision and direct client services. This staff shall also perform administrative services as applicable.
6. Compensation: NACOG will receive a 15% administrative fee for performing all duties set forth herein.
7. Contributions: NACOG, when applicable, will make available other resources to VTS recipients.

### III) Services to be provided

It is understood and agreed upon by all parties that this agreement is the result of collaboration between the Town and NACOG. NACOG will develop and implement the VTS program, per the following guidelines:

1. Funds will be distributed based on residency not on origination/destination of travel, i.e., the residency of a recipient shall determine the allocation of funds from the respective Town's VTS budget.
2. Transportation originations and destinations will be limited to Town of Camp Verde, City of Cottonwood and the City of Sedona for the purpose of work, education, job search, school, social services, counseling, medical appointments. Basic needs is to be limited to Town of Camp Verde only.
3. Eligibility includes youth, elderly (55 or older), developmentally disabled and low-income adults.
4. Special needs clients and unaccompanied youth will be given transportation only when appropriate accessibility and safety precautions can be provided.
5. Clients deemed eligible will be given vouchers based on a monthly expenditure budget of the Town of residency. The vouchers will be given out on a first come first serve basis beginning on the 1<sup>st</sup> on each month.

6. Transportation will be provided only by NACOG approved and contracted vendors. Contracts between NACOG and contracted vendors will include verbiage indemnifying the Town of Camp Verde and NACOG for any claims and/or damages arising as a result of the Voucher Transit Program.
7. NACOG may, as the Town has requested, authorize processing of vouchers by select organizations as may be deemed appropriate. Said organizations will be required to comply with all record maintenance procedures set forth by NACOG to facilitate the reporting process. NACOG reserves the right to withdraw on-site voucher processing from any organization which does not comply with required procedures.

IV) Assignment of this agreement

This agreement is not assignable in whole or in part by NACOG without the express written permission of the Town.

V) Term of this agreement

The Town and NACOG agree that the terms of this agreement will become effective upon execution by signature and shall continue in effect such time as either party provides 30 days written notice to modify or amend or terminate this agreement.

VI) Conflict of Interest

Pursuant to A.R.S. Section 38-511, the Town may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of the Town is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement with respect to the subject matter of the agreement. In the foregoing event, the Town further elects to recoup any fee or commission paid on behalf of the Town from any other party to the agreement arising as a result of this agreement.

VII) Funding Level

The Town agrees to fund the voucher program in the amount of \$18,600.00 during the period of July 1, 2011 to June 30, 2012. This equates to \$1,550.03 per month. NACOG's 15% administration charge

would equal \$232.51 per month, with the remainder of the funds (\$1,317.52) going directly towards funding the vouchers.

VIII) Signatures

This Memorandum of Understanding shall constitute the entire agreement of both parties and is executed upon signature.

Passed, Approved, and Adopted by the Mayor and Council of the Town of Camp Verde this \_\_\_\_ day of \_\_\_\_\_, 2011.

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

ATTEST:

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

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town of Camp Verde, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this state to the Town of Camp Verde.

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

\_\_\_\_\_  
Teri Drew  
NACOG – Regional Director  
Economic/Workforce Development Division

06/06/2011 4:46 PM # 5  
 LICENSES: 0001 THRU ZZZZZZZZZZ  
 PAID STATUS: ALL  
 LIC CODES: ALL

B U S I N E S S L I C E N S E L I S T  
 SORTED BY: LICENSE NUMBER

PAGE: 1  
 ORIGINATION DATES: 5/01/2011 TO 5/31/2011  
 EFFECTIVE DATES: 0/00/0000 TO 99/99/9999  
 EXPIRATION DATES: 0/00/0000 TO 99/99/9999

ID	CODE	NAME	MAILING ADDRESS
2138	CONT	RAGS ROOFING LLC	PO BOX 1031 CLARKDALE, AZ 86324
2140	SERV	KNEADLEWORKS	PO BOX 2195 CAMP VERDE, AZ 86322
2141	SERV	NITTEHAWK VENTURES LLC	PO BOX 724 CAMP VERDE, AZ 86322
2142	RENT	WEST LANDS PRODUCTIONS LLC	PO BOX 189 CLARKDALE, AZ 86324
2143	CONT	Wilson & Son LLC	PO BOX 2900 CAMP VERDE, AZ 86322
2144	CONT	COMPLETE MOBILE HOME SERVICE	17044 S 54TH ST CHANDLER, AZ 85246
2145	CONT	M D ELECTRIC LLC	BILLY MATTHEWS 1246 MAYBELLE LN CAMP VERDE, AZ 86322
2147	CONT	HERMAN'S BUILDERS	KELLY BURKE PO BOX 23676 FLAGSTAFF, AZ 86002
2149	CONT	The Tradesmen	George Brunori 11595 HILLSIDE DR CORNVILLE, AZ 86325

TOTAL LICENSES: 9

# 5

#8



Town of Camp Verde

**Agenda Item Submission Form – Section I**

**Meeting Date:** 6-22-11

Consent Agenda       Decision Agenda       Executive Session Requested

Presentation Only       Action/Presentation

**Requesting Department:** Town Clerk

**Staff Resource/Contact Person:** Debbie Barber

**Agenda Title (be exact):** Discussion, consideration, and possible appointment of a member to the Planning & Zoning Commission. The term ends January 2012.

**List Attached Documents:** Letter of Interest on file at the time of packet printing

**Estimated Presentation Time:** 3-5 minutes

**Estimated Discussion Time:** 3-5 Minutes

**Reviews Completed by:**

**Department Head:** Deborah Barber

**Town Attorney Comments:** N/A

**Finance Department** N/A

**Fiscal Impact:**

**Budget Code:**

**Amount Remaining:**

**Comments:**

**Background Information:** Alan Buchanan's seat on the Planning & Zoning Commission was vacated when he was elected to serve on the Council. Mr. Buchanan was appointed to the Commission in September 2008, with the term expiring in January 2012. Notices of the vacancy were posted on the Town's website. Mr. Greg Blue submitted his letter. At the time of printing, Mr. Blue is the only applicant. If additional letters are received before the June 22 meeting, they will be advanced by 'green sheet' to Council for consideration.

**Recommended Action (Motion):** Move to appoint the successful candidate to the Planning & Zoning Commission to the term that expires in January 2012.

**Instructions to the Clerk:** N/A – Section II not applicable



# Camp Verde, Arizona

## LETTER OF INTEREST

Name: <b>GREGORY BLUE</b>		Date: <b>04-20-2011</b>	
Home Address: <b>1717 MURDOCK CAMP VERDE, AZ 86322</b>			
Mailing Address, if different: <b>95 E. CLIFF HOUSE DR. #A CAMP VERDE, AZ 86322</b>			
Email Address: <b>GREGORYBLUE@HOTMAIL.COM</b>			
Home Telephone: <b>567-5683</b>		Work Telephone: <b>300-4747</b>	
Are you a resident of the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Do you own commercial property in the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Length of residency in the Town of Camp Verde: <b>10 YEARS</b>		Do you operate a business in Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Name and address of business (if applicable): <b>95 E. CLIFF HOUSE DR. #A ZUMA S/W CUSTOM CONSTRUCTION CAMP VERDE, AZ 86322</b>			
If you are not in business in The Town of Camp Verde, please list your occupation; or if retired, please indicate your former occupation or profession:			
Are you now serving, or have you ever served, on a Town of Camp Verde board or commission? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list names of board/commission and dates served: <b>ZORC - 2010, HOUSING COMMISSION - 2008, ADOT BYPASS COMMISSION 2006</b>			
Board & Commission preference (s): Refer to the last page for a list of Boards & Commissions. List your choices in order of preference:			
1. <b>PLANNING + ZONING COMMISSION</b>		3.	
2.		4.	

### Education and Community Service

Schools Attended:	Degree:	Year:	
<b>SANTA BARBARA HIGH SCHOOL</b>	<b>GENERAL</b>	<b>1969</b>	
Civic Activities-Service Organizations	Office Held:	Year Begun:	Year Ended:
① <b>CITY OF COTTONWOOD</b>	<b>COUNCIL</b>	<b>1990</b>	<b>1997</b>
② <b>" "</b>	<b>P&amp;Z COMMISSION</b>	<b>1988</b>	<b>1990</b> (3)

Please state why you would like to be appointed to a Town Board, Commission, or Committee: **EVERY DECISION MADE SHOULD BE FOR THE BENEFIT OF THE FUTURE OF CAMP VERDE.**

Have you ever been charged and convicted of a crime?  Yes  No  
If yes please explain.

What do you believe is the key responsibility of Board, Commission or Committee member to: (a) The Town Council, (b) The citizens of Camp Verde (c) other Board, Commission or Committee members?

- (a) **PROVIDE CLEAR, CONCISE & ACCURATE INFORMATION FOR THE COUNCIL'S FINAL DECISION**
- (b) **IMPARTIAL & FAIR REPRESENTATION OF PLANNING & ZONING CODES**
- (c) **A WORKING RELATIONSHIP W/ OTHER BOARDS, COMMITTEE MEMBERS PROVIDING CLARITY OF ZONING & PLANNING CODES**

3

CITY OF COTTONWOOD

DEVELOPMENT REVIEW

1986

1989

Please state the reasons why you feel you are qualified to serve on a Board, Commission or Committee: FROM YEARS OF SERVICE ON BOARDS, COMMISSIONS, AS WELL AS ACTUAL BUILDING AND DEVELOPMENT THROUGH THE VERDE VALLEY, I AM AN EXPERIENCED STAKEHOLDER IN THE FUTURE AND QUALITY OF LIFE IN CAMP VERDE.

Applications are kept on file for two years. During that time, your application will be considered when there is an opening for the Board or Commission for which you have applied. As a candidate to a Board, Commission or Committee, your name, address and telephone number will be available to the media and public.

Please notify the Clerk's Office at (928) 567-6631, extension 100 if you move or no longer wish to be considered for appointment.

If you have a current resume and/or certificate that may be applicable to your Board, Commission or Committee interest, please attach a copy to this application.

Mail or deliver your completed application to: Town of Camp Verde, Attn: Clerk's Office, 473 S. Main Street, Camp Verde, AZ 86322.

If appointed to a Board/Commission/Committee, I understand that Members of boards or commissions may be removed for cause including excessive lack of attendance, absences of three consecutive meetings or more than half of all scheduled meetings in any municipal year, or improper conduct as determined by the Mayor and Council.

Applicant's Signature: [Handwritten Signature] Date: 6-7-2011  
6-30-11 <sup>cy</sup>

Date	
Date Contacted & Invited to Appear before Council	
Staff Contacting Individual	
Date Appointed by Council	
Board or Commission appointed to	



grounds to sponsor special events which we hope will possibly offset some of the operational costs expended with this agreement and promote economic opportunities for local businesses.

**Recommended Action (Motion):** Move to approve Resolution 2011-848, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving and adopting an Intergovernmental Agreement ("IGA") with the Town of Camp Verde ("Town") and the Arizona State Parks Board ("Board") allowing the Town to provide funding in the amount of \$75,000 for Fort Verde State Historic Park ("Park") in order to support the operations of the park from July 1, 2011 through June 30, 2012.

**Instructions to the Clerk:**

- Provide 3 copies of the IGA for signature immediately following the meeting to expedite the Agreement
- This IGA needs to be recorded.

**Agenda Item Submission Form – Section II (Staff Report)**

**Town of Camp Verde**

**Agenda Item Submission Form – Section II (Staff Report)**

**Department:** Town Manager

**Staff Resource/Contact Person:** Russ Martin

**Contact Information:** ext.102, [russ.martin@campverde.az.gov](mailto:russ.martin@campverde.az.gov)

**Background:** Council approved an IGA between the Town of Camp Verde and Arizona State Parks Board on March 3, 2010 authorizing supplemental funding to maintain operational status of Fort Verde State Historic Park, as the Park was slated for closure on March 29, 2010. The term of that agreement ran from March 30, 2010 to March 29, 2011. Subsequently Council approved an extension of that agreement on March 16, 2011 to cover the period from March 29, 2011 through June 30, 2011.

In anticipation of the impending expiration of the IGA, staff has been in negotiations with Arizona State Parks representatives to determine the best approach for continuing operations at the Fort in light of the economic climate.

**Statement of the Problem or Opportunity:** Fort Verde State Park will be closed if supplemental funding is not provided to maintain operational costs. Funding the Fort provides the opportunity to maintain the current level of tourism that is vital to local businesses as well as Town revenue. The Fort is a valued part of our history and as such, we should embrace the opportunity to preserve its resources.

In addition, and for your future information, Yavapai County will not be providing funding (e.g., the \$30,000 they funded in FY 2010/2011 and FY 2011/2012) in Fiscal Year 2012/2013. Therefore, staff must continue to work towards cooperative solutions with the Parks Board over the next year to come up with a solution to the fiscal challenges we will be facing this time next year.

**Alternatives/Options/Solutions:**

**Alternatives** – Do not provide funding and allow the Fort to close or cut additional funding limiting further operations

**Options** – Pass resolution funding the Fort at current levels necessary to maintain current service level or not pass effectively closing the Fort on July 1<sup>st</sup> until funding is available or a different alternative is considered.

**Solutions** – Continue to provide funding to maintain operational status of Fort Verde State Historic Park at the newly negotiated amount with additional opportunities for the community to find revenue to cover the expenses in future budget years.

**Comparative Analysis:** N/A

**Fiscal Impact to the Town:**

Funding for the operational costs of the Fort this Fiscal Year is budgeted at \$75,000; \$45,000 from the Town of Camp Verde and \$30,000 from Yavapai County.

**Other Impacts:**

As part of the negotiations to reduce the funding expended by the Town this Fiscal Year, Arizona State Parks has agreed to reduce the amount of hours worked by their part-time Ranger Specialists and allow the Town to subsidize approximately 700 hours utilizing Town employees. The employees will work within their regularly scheduled 40 hour work week and will serve on

*an as needed basis with emphasis on the understanding that they will only fill in when there are no other options. The allotted hours include the following: maintenance requests that are minor in nature and require the assistance of our maintenance crew, staff running the cash register, staff training, etc.*

**Conclusion:** N/A

**Recommendation:**

*Approve the IGA to provide funding to support operations at the Fort through the next fiscal year.*

**TOWN OF CAMP VERDE  
RESOLUTION 2011-848**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL  
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,  
APPROVING AND ADOPTING AN INTERGOVERNMENTAL AGREEMENT ("IGA")  
WITH THE TOWN OF CAMP VERDE ("TOWN") AND THE ARIZONA STATE PARKS BOARD ("BOARD")  
ALLOWING THE TOWN TO PROVIDE FUNDING IN THE AMOUNT OF \$75,000 FOR FORT VERDE STATE HISTORIC PARK  
("PARK") IN ORDER TO SUPPORT THE OPERATIONS OF THE PARK FROM JULY 1, 2011 THROUGH JUNE 30, 2012.**

**WHEREAS**, Fort Verde State Historic Park (PARK), shown in Exhibit "A", is owned and operated by the BOARD; and

**WHEREAS**, the BOARD is the owner of, and has the authority to manage the Fort Verde State Historic Park (PARK), and additionally has the responsibility pursuant to A.R.S. § 41-511.04 (A)(l) and (7) including the acquisition, planning, administration, management and development of state historic sites and a historic preservation program; and

**WHEREAS**, the Town has the authority to establish and maintain public parks pursuant to A.R.S. § 9-494(A), 11-931, 11-932 and 11-933; and

**WHEREAS**, the TOWN and the BOARD recognize the importance of keeping the PARK open to the public at this time, and further recognize that the current budget deficits of the State of Arizona make it difficult for the BOARD to commit adequate funds to operate the PARK. The TOWN is willing to donate monies to augment the operation and maintenance responsibility of the PARK for a period of time or until the BOARD improves its resource position to fund the PARK; and

**WHEREAS**, the Town has appropriated a gross expense of \$75,000 to cover operational costs from July 1, 2011 through June 30, 2012 to include supplemental funding from Yavapai County for \$30,000 resulting in a net appropriation from the Town for \$45,000.

**NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE RESOLVE TO APPROVE THE INTERGOVERNMENTAL AGREEMENT ATTACHED HERETO AND AUTHORIZE THE MAYOR AND/OR MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY RELATIVE TO THE IGA.**

**PASSED AND APPROVED** by the Mayor and Common Council of the Town of Camp Verde, Arizona, this 22<sup>nd</sup> day of June, 2011 by a vote of \_\_\_ ayes and \_\_\_ nays.

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

\_\_\_\_\_  
Date

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
William J. Sims, Town Attorney





**INTERGOVERNMENTAL AGREEMENT**

Between  
**Arizona State Parks Board**  
and  
**Town of Camp Verde**

BOARD Ref No. PR11-071

TOWN Ref No. 2011-848

RE: FVSHP Contribution Management

Page 1 of 11

Issued: June 15, 2011

**THIS INTERGOVERNMENTAL AGREEMENT (IGA)** is made between the TOWN OF CAMP VERDE (the "TOWN"), a municipal corporation of the State of Arizona acting pursuant to its powers enumerated in A.R.S. § 9-494 and the ARIZONA STATE PARKS BOARD ("the "BOARD"), an agency of the State of Arizona acting pursuant to its powers enumerated in A.R.S. §§ 41-511.04 (A)(6), 41-511.05(2), and 41-511.10.

**RECITALS:**

**WHEREAS**, Fort Verde State Historic Park (PARK), shown in Exhibit "A", is owned and operated by the BOARD, and,

**WHEREAS**, the BOARD is the owner of, and has the authority to manage the PARK, and additionally has the responsibility pursuant to A.R.S. § 41-511.04 (A)(I) and (7) including the acquisition, planning, administration, management and development of state historic sites and a historic preservation program; and,

**WHEREAS**, the Town has the authority to establish and maintain public parks pursuant to A.R.S. §§ 9-494(A), 11-931, 11-932, and 11-933; and Town Resolution 2011-848 as included in Section 10, herein, and,

**WHEREAS**, the TOWN and the BOARD recognize the importance of keeping the PARK open to the public at this time, and further recognize that the current budget deficits of the State of Arizona make it difficult for the BOARD to commit adequate funds to operate the PARK. The TOWN is willing to augment the operation and maintenance responsibility of the PARK for a period of time or until the BOARD improves its resource position to fund the PARK,

**NOW, THEREFORE**, the parties agree as follows:

**Section 1. Purpose:**

This IGA is created to permit the BOARD to govern the contribution of monies and other support from the TOWN to be used to augment the operation of Fort Verde State Historic Park (the "PARK").

**Section 2. Duration, Default, Termination, Disposal of Property:**

- A. **Duration:** This IGA is entered into and is effective as of July 1, 2011 and shall continue until June 30, 2012, unless earlier cancelled or terminated. This IGA may be extended for two additional one-year periods, upon reasonable written advance notice by either party, prior to expiration, and the written amendment of the parties.
- B. **Default:** In the event that either party is in default of its obligations, and such default shall continue un-remedied for a period of 30-calendar days after written notification, the other party (in addition to any other remedies existing at law or in equity) may elect, upon not less than sixty (60) calendar-days prior written notice, to terminate this IGA.
- C. **Termination:** This IGA may be terminated by either party upon ninety (90) calendar-days written notice to the other party of its intention to terminate. Neither party shall incur new obligations under this IGA once notice of termination has been provided.
- D. **Disposal of Property:**
  - 1. **Funds:** In the event of termination or expiration, any advanced funds not expended shall be returned to the advancing agency. All data, information, and any other work production already complete or uncompleted under the terms of this IGA for the advancing agency shall be returned within 90-calendar days from receipt of notice to terminate.
  - 2. **Equipment:** All equipment purchased for the operation of the PARK with funds designated under this IGA shall become the property of the BOARD upon the expiration or termination of this Agreement.



## INTERGOVERNMENTAL AGREEMENT

Between  
**Arizona State Parks Board**  
and  
**Town of Camp Verde**

BOARD Ref No. PR11-071

TOWN Ref No. 2011-848

RE: FVSHP Contribution Management

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Issued: June 15, 2011

### Section 3. The Board Shall.

- A. Operations. Operate the PARK open to the public a minimum of five days a week during the duration of this IGA.
- B. Maintenance. Maintain and repair the PARK to the best of its ability. Maintenance is defined as, "those activities necessary to keep a facility in good working order and professional in appearance."
- C. Contributions. Accept a donation of \$75,000 (\$6,250 monthly) for operation and routine maintenance of the PARK.
- D. Staffing. Provide one Park Manager I and a three quarter-time Ranger Specialist (1,560 hours, funded from PARK fees) to work at the PARK during the term of this IGA. If available, continue to use two part-time Senior Community Service Employment Program workers funded through a contract with Northern Arizona Council of Governments to operate the PARK.
- E. Funds for Capital Improvements. If funds are available, contribute for capital improvement projects on the PARK.
- F. Other Contributions. At their discretion, accept other available funds or contributions for the operation of the PARK.
- G. Volunteer Training. BOARD staff shall conduct training programs for volunteers covering topics in Section 7A and 7B below.
- H. Fees collected. Ft. Verde Days shall be FEE free days and the BOARD shall allow a discount from the full PARK fee for the Pecan and Wine Festival when connected in a "package purchase".

### Section 4. The TOWN Shall:

- A. Donate \$75,000 (\$6,250 monthly) for operation and routine maintenance of the PARK.
- B. Provide and schedule TOWN employees to work at the PARK for at least 700 hours during the term of this IGA. The duties and responsibilities of the TOWN employees will be similar to those of a Ranger Specialist. Town employees will serve on an as-needed basis to fill in when volunteers and/or Ranger Specialist is not available or staffing is short-handed. The 700 hours of Town employee staff time includes, but is not limited to, maintenance assistance and attendance at all required staff training.
- C. Provide a sufficient number of volunteers to supplement PARK staff to operate the PARK safely and efficiently.
- D. Assume responsibility for the operation of the area known as the Parade Grounds for special events that benefit the PARK and its partnership with the TOWN, during times when the PARK is closed: off hours, when such use will not interfere with park operations or with scheduled PARK special events. The TOWN shall also be responsible for restroom and parking lot operations during these special events. At least one Town staff person shall be in attendance at all times during TOWN special events.
- E. Keep the PARK free from any liens arising out of any work performed, materials furnished or obligations incurred by the TOWN.
- F. Have the ability to negotiate additional special events that allow the TOWN use of the buildings (e.g., administration building and officers' quarters). Some examples of the special events may include Chamber mixers, candlelight tours, etc. These events shall be coordinated with the PARK and Park Manager and scheduled during times when the PARK is closed; off hours, when such use will not interfere with PARK operations or with scheduled PARK events. The TOWN shall be responsible for the use of the buildings, making sure the buildings are locked and secured and any



## INTERGOVERNMENTAL AGREEMENT

Between  
**Arizona State Parks Board**  
and  
**Town of Camp Verde**

BOARD Ref No. PR11-071

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repairs that may arise from such unforeseen damages that occur during the special events. At any such event, TOWN staff shall be in attendance.

**Section 5. Financial:** The parties understand and agree that this IGA is limited to the extent of monies appropriated and made available to the parties for the purposes outlined in this IGA and no liability shall be incurred by either party beyond the monies available.

**Section 6. Capital Improvements:** The TOWN and BOARD recognize that some of the facilities in the PARK are in need of repair and replacement. The TOWN and the BOARD will agree upon a list of capital needs projects for the Park (on Park grounds), within 30 days of the signing of this IGA, to be attached as Exhibit B. Exhibit B may be later amended by the written amendment of the parties to include new projects.

A. BOARD Coordination/Cooperation in Capital Improvement Projects:

1. All capital project development activity on the PARK shall be contracted and procured by the BOARD in conformance with the BOARD's procedures.
2. Prior to beginning any significant construction on the PARK, the BOARD will coordinate with the TOWN to determine if the TOWN can provide assistance for the project.
3. Previous Historic Structures Reports, Building Conditions Assessments or Historic Building Preservation Plans completed for the BOARD or the State Historic Preservation Office will be used as a basis for repairs, improvements or capital improvement projects.

B. BOARD Funding for Capital Projects.

1. At this time no funds are available from the BOARD for projects listed on Exhibit B.

**Section 7. Volunteer Park Staff, Competencies and Training**

A. Any volunteers working in the PARK on a regular basis will be designated as Arizona State Parks volunteers, and as such will:

1. Attend any orientation and training deemed appropriate by the BOARD, and presented or approved by the BOARD.
2. Wear Arizona State Parks volunteer uniform items while on duty.
3. Review and sign all appropriate Volunteer paperwork.
4. Perform work approved by the BOARD.
5. Be held to the performance standards of all Arizona State Park Volunteers as outlined in the Volunteer Code of Conduct. These documents are incorporated by reference and are available from the Park Manager.
6. Be supervised daily by staff assigned to the PARK, in conjunction with support from the BOARD.
7. Be covered by the State of Arizona's secondary emergency medical insurance policy.

B. Any volunteers working in the PARK on a project or event basis will:

1. Attend any orientation and training deemed appropriate by the BOARD, and presented or approved by the BOARD.
2. Review and sign all appropriate volunteer paperwork.



**INTERGOVERNMENTAL AGREEMENT**

Between  
**Arizona State Parks Board**  
and  
**Town of Camp Verde**

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3. Perform work approved by the BOARD and delineated under the Group Volunteer Agreement and register on the Group Volunteer Log or perform work under the Re-enactors Guidelines and register on the Re-enactors Agreement. These documents are incorporated by reference and are available from the Park Manager.

4. Be held to the performance standards of all Arizona State Park Volunteers as outlined in the Volunteer Code of Conduct.

5. Be covered by the State of Arizona's secondary emergency medical insurance policy.

C. Examples of Volunteer Park staff duties include:

1. Inspecting grounds, equipment, buildings and museum facilities for necessary repairs, security and safety problems or hazards, as well as performing general maintenance.

2. Serving as an interpretive guide and providing information and programs to the visiting public.



**INTERGOVERNMENTAL AGREEMENT**

Between  
**Arizona State Parks Board**  
and  
**Town of Camp Verde**

BOARD Ref No. PR11-071

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**Section 8. Notices:**

A. **PRINCIPAL CONTACTS.** The principal contacts for this AGREEMENT are:

1. Program Administration:

**TOWN**

Town Manager  
473 S. Main St., Ste. 102  
Camp Verde, AZ 86322  
Phone: 928-567-6631  
Fax: 928-567-8291

**BOARD Contact**

Region II Manager  
1300 W. Washington  
Phoenix, AZ 86007  
Phone: 480-318-1075  
FAX: 480-987-5282

2. Contract Administration:

**TOWN Contact**

PW Special Projects Coordinator  
473 S. Main St., Ste. 102  
Camp Verde, AZ 86322  
Phone: 928-567-6631, Ext. 106  
Email: valerieh@cvaz.org

**BOARD Contact**

Acquisition and Planning Manager  
Resources and Public Programs Section  
1300 West Washington,  
Phoenix, AZ 85007  
Phone: 602-542-2146  
Email: rlw2@azstateparks.gov

Any notice, demand or request required or authorized by this AGREEMENT to be given or made to or upon the parties to this AGREEMENT shall be deemed properly given or made if delivered to or mailed postage prepaid to the above named persons. Notice is effective on the date of actual receipt or three (3) days after the date of mailing, whichever is earlier.

The designation of the person to or upon whom any notice, demand or request is to be given or made or the address of such person may be changed at any time by notice given in the same manner as provided in this section for other notices.

**Section 9. General Terms and Conditions:**

- A. **Amendment:** This IGA may be amended only in writing by the parties hereto. Amendments must be approved with the same formality as was this IGA.
- B. **No Partnership or Joint Venture:** Nothing contained in this IGA shall be deemed or construed to create a partnership or joint venture between either party, and neither party shall be responsible in any way for the activities, debts, contracts, obligations or acts, negligent or otherwise, of the other, it being expressly agreed that this IGA is an agreement between two independent parties in which the identity of each party is maintained as it was prior to this IGA.
- C. **Prohibition of Assignment:** The respective rights under this IGA may not be assigned without the prior written consent of the parties hereto and any purported assignment without such consent shall be void and of no effect.
- D. **Arizona Law:** This IGA shall be governed by and construed in accordance with the laws of the State of Arizona.



**INTERGOVERNMENTAL AGREEMENT**

Between  
**Arizona State Parks Board**  
and  
**Town of Camp Verde**

BOARD Ref No. PR11-071

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- E. Non-Availability of Funds: Every payment obligation of the State under this Contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- F. Audit of Records: Pursuant to A.R.S. § § 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records (“records”) relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.
- G. Cancellation for Conflict of Interest Pursuant to A.R.S. §38-511, the state of Arizona, its political subdivision or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state of Arizona, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the state of Arizona, its political subdivisions or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee of or a consultant to any party to this contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the contractor, and any successor to the contractor, receives written notice of the cancellation unless the notice specifies a later time.
- H. Non-Discrimination: The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
- I. Arbitration: The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.
- J. **Compliance Requirements for A.R.S. § 41-4401, Government Procurement:**  
**E-Verify Requirement**
1. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
  2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.



**INTERGOVERNMENTAL AGREEMENT**

Between  
**Arizona State Parks Board**  
and  
**Town of Camp Verde**

BOARD Ref No. PR11-071

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Issued: June 15, 2011

3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.
- K. Offshore Performance of Work Prohibited: Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all levels and tiers.
- L. Compliance with A.R.S. §35-397 : Contractor certifies that in accordance with A.R. S. §35-397, the offeror does not have scrutinized business operations in Iran and/or Sudan.
- M. Indemnification: Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious /derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona, BOARD, is self insured per A.R.S. § 41-621.
- N. Default: In the event that either party hereto is in default of its obligations hereunder, and such default shall continue un-remedied for a period of 30-calendar days after written notice thereof, the other party hereto (in addition to any other remedies existing at law or in equity) may elect, upon not less than sixty 60-calendar days prior written notice, to terminate this IGA.



**INTERGOVERNMENTAL AGREEMENT**

Between  
**Arizona State Parks Board**  
and  
**Town of Camp Verde**

BOARD Ref No. PR11-071

TOWN Ref No. 2011-848

RE: FVSHP Contribution Management

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**Section 10. Intergovernmental Agreement Requirements.**

Attached is the authenticated copy of the TOWN's action authorizing participation to enter into this IGA.

**Section 11. Intergovernmental Agreement Signature Authority:**

- A. By signing below, the signer certifies the authority to enter into this IGA and has read the foregoing and agrees to accept the provisions herein.
- B. This IGA may be executed in two or more counterparts each of which shall be deemed an original and all of which together shall constitute one instrument.
- C. All parties to this AGREEMENT acknowledge that signatures by electronic means are acceptable and legally binding.

**RESERVED FOR ARIZONA STATE PARKS**

**RESERVED FOR TOWN OF CAMP VERDE**

Signature	Date	Signature	Date
Renée E. Bahl, Executive Director		Bob Burnside, Mayor	
Arizona State Parks Board <small>Typed Name and Title</small>		Town of Camp Verde <small>Typed Name and Title</small>	
1300 W. Washington <small>Entity Name</small>		473 S. Main Street, Suite 102 <small>Entity Name</small>	
Phoenix, AZ 85007 <small>Address</small>		Camp Verde, AZ 86322 <small>Address</small>	
City	State	Zip	
		City	State
			Zip

**RESERVED FOR THE ATTORNEY GENERAL**

**RESERVED FOR THE TOWN OF CAMP VERDE ATTORNEY**

Attorney General has been reviewed pursuant to A.R.S. 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by the Attorney General this

\_\_\_\_\_ day of \_\_\_\_\_, 2011

**TOM HORNE**  
The Attorney General

Assistant Attorney General Signature \_\_\_\_\_ Date \_\_\_\_\_

I have reviewed the Intergovernmental Agreement between Arizona State Parks Board and the Town of Camp Verde and declare this agreement to be in proper form and within the powers of authority granted to the Town under the laws of the State of Arizona this

\_\_\_\_\_ day of \_\_\_\_\_, 2011

Town Attorney Signature \_\_\_\_\_ Date \_\_\_\_\_

**RESERVED FOR THE TOWN CLERK**

I, \_\_\_\_\_, Clerk of the Town of Camp Verde, do hereby certify that the foregoing and attached Intergovernmental Agreement between the Arizona State Parks Board and the Town of Camp Verde, was passed and adopted by the Town Council of the Town of Camp Verde, at the regular meeting held this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**ATTEST**

TOWN Clerk Signature \_\_\_\_\_ Date \_\_\_\_\_



**INTERGOVERNMENTAL AGREEMENT**

Between  
**Arizona State Parks Board**  
and  
**Town of Camp Verde**

BOARD Ref No. PR10-032

TOWN Ref No. 2011-848

RE: FVSHP Contribution Management

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Issued: June 15, 2011

**EXHIBIT A**





**INTERGOVERNMENTAL AGREEMENT**

Between  
**Arizona State Parks Board**  
and  
**Town of Camp Verde**

BOARD Ref No. PR10-032

TOWN Ref No. 2011-848

RE: FVSHP Contribution Management

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Issued: June 15, 2011

**EXHIBIT B**

**FORT VERDE STATE HISTORIC PARK**

**LIST OF CAPITAL NEEDS**

Miscellaneous Small Projects	FVSHP	\$ 0
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**INTERGOVERNMENTAL AGREEMENT**

Between  
**Arizona State Parks Board**  
and  
**Town of Camp Verde**

BOARD Ref No. PR10-032

TOWN Ref No. 2011-848

RE: FVSHP Contribution Management

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Issued: June 15, 2011

**EXHIBIT C**

CAMP VERDE TOWN COUNCIL RESOLUTION #2011-848

#10



Town of Camp Verde

Meeting Date: June 22, 2011

- Consent Agenda       Decision Agenda       Executive Session Requested
- Presentation Only       Action/Presentation

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact): Discussion, consideration and possible approval of the following:

1. Services Agreement effective July 1, 2011 through June 30, 2012 between the Town and the Camp Verde Chamber of Commerce; and
2. A Lease Agreement for the Town to provide a facility for the Chamber of Commerce (at a nominal rental fee of \$1.00) per annum with parking areas located at 385 S. Main Street beginning July 1, 2011 with an 18 month cancellation notice.
3. FY 11/12, 12 month funding to the Chamber for:
  - a. Town of Camp Verde Visitor Center operations in the amount of \$55,000.00; and
  - b. Tourism promotion and marketing Camp Verde as a destination in the amount of \$25,000.

List Attached Documents:

Visitor Center and Marketing Services Agreement

Visitor Center Lease Agreement

Visitor Center Draft Budget

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 15 minutes

Reviews Completed by:

Department Head: Russ Martin (comments included in report)

Town Attorney Comments: Mr. Simms reviewed and has made a few minor changes to the language that are shown in a "track changes" version for your approval, intended to allow you to see those changes.

Finance Department

Fiscal Impact: \$80,000

Budget Code: 01-999-20-780000      Amount Remaining: After all four quarterly payments are made the balance remaining at the end of the F Y 11/12 would be zero.

**Comments:** Installments to the Chamber of Commerce will be made in the amount of \$20,000 four times per annum totaling \$80,000. The Town also provides the building in which the Visitor Center/Chamber of Commerce is located.

**Background Information:**

The Town desires to retain the Chamber of Commerce to maintain a Visitor's Center and to promote, develop and enhance tourism, to help maintain a strong local economy for the Town and its surrounding areas and to render specific professional and technical services to the Town.

In exchange for the aforementioned services between the Town and the Camp Verde Chamber of Commerce the Town will provide a 12 month Service Agreement from July 1, 2011 to June 30, 2012 and a Lease Agreement effective July 1, 2011 with an 18 month cancellation notice.

Since the Town receives a significant portion of its tax revenue from tourism and the Chamber of Commerce provides the services of a Visitor Center, the Town will fund for a 12 month period July 1, 2011 until June 30, 2012 (as per the Town's FY 11/12 Budget) to the Chamber of Commerce in an amount: of \$55,000 and \$25,000 for tourism in promoting and marketing Camp Verde as a destination, for a total of \$80,000.

The Camp Verde Visitor Center ended the 2010 calendar year with a visitor count of 8,303; an increase over the 2009 visitor count of 7,370.

**Visitor Count Breakdown:**

Locals	-	379
Arizona	-	2071
U.S.A.	-	4621
International	-	1232

**Recommended Action (Motion): Approve the following:**

1. Services Agreement effective July 1, 2011 through June 30, 2012 between the Town and the Camp Verde Chamber of Commerce; and
2. A Lease Agreement for the Town to provide a facility for the Chamber of Commerce (at a nominal rental fee of \$1.00) per annum with parking areas located at 385 S. Main Street beginning July 1, 2011 with an 18 month cancellation notice.
3. FY 11/12, 12 month funding to the Chamber for:
  - a. Town of Camp Verde Visitor Center operations in the amount of \$55,000.00; and
  - b. Tourism promotion and marketing Camp Verde as a destination in the amount of \$25,000.

**Instructions to the Clerk:** Advance agreements to Executive Director Tracie Schimikowsky for authorization by the Chamber Board.

**Town of Camp Verde**

**Agenda Item Submission Form – Section II (Staff Report)**

**Department: Administration**

**Staff Resource/Contact Person:** Russ Martin

**Contact Information:** ext. 102; russ.martin@campverde.az.gov

**Background:**

Same as above.

**Statement of the Problem or Opportunity:**

The Town has budgeted \$55,000 in FY 11/12 for the Visitor Center's operations. The Visitor's Center is staffed by the Chamber of Commerce employee(s) and volunteers and they provide service (via in-person, telephone, web site and e-mail) to both our citizens and tourists.

The Town has also budgeted \$25,000 in the FY11/12 for tourism in promoting and marketing Camp Verde as a destination. The marketing budget will include: website, pr/media, print advertising, Governor's Conference on Tourism and participation in Sedona Verde Valley Tourism.

**Alternatives/Options/Solutions:**

The Town could provide these services "in house" or not at all; however, without the contribution of the partnership with the Chamber of Commerce the Town would not have the Visitor Center open to the level that it is currently. Also passing the lease agreement for an extended period of time beyond funding allows for the future. If the Town was unable to fund this service then the Chamber could find an alternative, this location would still be available to provide this community service beyond direct Town funding. These solutions are rolling and only subject to annual appropriation through the budget process or notification that would provide opportunity to plan for a Visitor Center alternative.

**Comparative Analysis:** N/A

**Fiscal Impact to the Town:** \$80,000 FY 11/12

**Other Impacts:** The Chamber provides other services to the business community which is funded by their membership fees.

**Conclusion:**

The Chamber of Commerce provides the Town with the most economical way to provide this service to the community at the best location available at this time.

**Recommendation:** Move to approve the Chamber of Commerce Service and Lease Agreements

**Agreement for Contracted Services  
Between  
The Town of Camp Verde  
and the  
Camp Verde Chamber of Commerce**

This Agreement is entered into this 22nd day of \_\_\_June\_\_\_\_\_, 2011 by and between the CHAMBER of Commerce, a non-profit corporation, hereinafter referred to as "CHAMBER" and the Town of Camp Verde, an Arizona municipal corporation, hereinafter referred to as "TOWN." This Agreement is awarded pursuant to Procurement #11-093.

**WHEREAS**, pursuant to A.R.S. § 9-500.11, the TOWN desires to appropriate funds to enhance tourism by promoting Camp Verde as a destination and by assisting visitors to Camp Verde and Camp Verde residents with information and facilities which improve the quality of their experience when in Camp Verde; and

**WHEREAS**, the TOWN receives a significant portion of its tax revenue from tourist spending in the community and sales tax revenue from businesses; and

**WHEREAS**, the TOWN desires to maintain a strong and vital local economy and to require certain minimum levels of staffing at the Visitor Center located in Town to promote Camp Verde and in order to assist in the retention of existing businesses, the attraction of new businesses, and tourism that are deemed desirable; and

**WHEREAS**, the CHAMBER is qualified and has the expertise, organization to provide visitor services, and promote Camp Verde, and such efforts will generate tax revenue to assist the TOWN in providing facilities and services to all residents of Camp Verde; and

**PURPOSE OF THE AGREEMENT**

TOWN hereby retains the CHAMBER to promote, develop and enhance tourism for the TOWN and its surrounding areas, and to render specific professional and technical services to the TOWN. It is understood and agreed that the CHAMBER, while retained under this Agreement, will also be rendering other services to its members.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS OF THE PARTIES, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. **Visitor Center:** Annually the TOWN may allocate funding for the purposes of staffing and operating a Visitor Center. The TOWN agrees to make payment to the CHAMBER following quarterly reports generally in four (4) installments on July 1; October 1, January 1, and April 1, of each fiscal year. Allocations are made from the TOWN.
  - a. In exchange of this value the CHAMBER agrees to spend the amount allocated to maintain and staff the TOWN's Visitor Center within TOWN for such purposes only. The CHAMBER will ensure The Visitor Center will abide by the criteria set forth by the Arizona Office of Tourism to be a state designated LVIC (Local Visitor Information

Center). The Visitor Center will be open to the public during weekdays and weekends to answer all correspondence, telephone or walk-in inquiries for general information relating to Camp Verde. The Visitor Center will be open no less than 44 hours per week, except on weeks which include Christmas, Thanksgiving, or the New Year's holiday. This shall cover costs such as:

- i. Utilities
- ii. Telephone
- iii. Insurance
- iv. Wages and Benefits for paid visitor center staff
- v. Supplies and Copier
- vi. Postage, mailing costs, freight

2. **Promotion/Marketing:** Annually the TOWN may allocate for tourism in promoting and marketing Camp Verde as a destination. The TOWN agrees to make payment to the CHAMBER following quarterly reports in four (4) installments on July 1; October 1, January 1, and April 1, of each fiscal year allocations are made from the TOWN.
  - a. In exchange of this value the CHAMBER agrees to spend the allocation of the funds received from the TOWN for the following purposes related to marketing activities:
    - i. Website maintenance
    - ii. Website hosting fees
    - iii. Website promotion campaigns
    - iv. PR/Media
    - v. Print advertising campaigns
    - vi. Attend Annual Governor's Conference on Tourism
    - vii. Participation in Sedona Verde Valley Tourism Council (SVVTC)
  - b. The CHAMBER agrees that all printed materials created and distributed by the CHAMBER with funds from the TOWN contain a statement recognizing and acknowledging that funding has been provided by the TOWN for such documents.
3. **Reporting:** The CHAMBER will provide quarterly presentations to the Town Council that minimally include:
  - a. Number of visitors to the Visitor Center broken down by home location.
  - b. Hours to include paid and volunteer staff hours
  - c. Estimated revenue generated from visitors to the community
4. **Coordination:** The TOWN Council Liaison to the CHAMBER and the Town Manager will meet periodically, but not less than quarterly, with the CHAMBER to discuss the coordination between the TOWN and the CHAMBER on items of mutual interest that promotes tourism and provides visitor information.
5. **Annual Financial Audit:** The CHAMBER agrees to provide the TOWN with a copy of its annual financial audit.
6. **Termination:** If and in the event that a dispute between the parties arises as to the service to be provided under this Agreement, then the TOWN and the CHAMBER shall attempt to resolve said dispute. This Agreement is entered into in the State of Arizona and shall be construed and interpreted under the laws of the State of Arizona including, without limitation, the provisions of A.R.S. § 38-511.

7. **Term:** This Agreement will be in force from July 1, 2011. The TOWN will provide use of the Visitor Center to the CHAMBER under the terms and conditions as exist under the current lease. This agreement shall end if no funding is allocated from the TOWN or 12 month written notice given by either party.

8. **Town Duties:**

- a. At the request of the CHAMBER, the TOWN shall disclose to the CHAMBER any information that pertains to the business community that may be legally released; provided that the TOWN shall have no obligation to incur any cost outside the ordinary course of business.
- b. TOWN shall make available TOWN facilities as it deems necessary to accommodate activities associated with CHAMBER business.
- c. TOWN shall endeavor to work with the CHAMBER on a Business Recruitment Program and an Economic Development Program.

9. **Independent Contractor:**

- a. The parties agree that the CHAMBER provides specialized services and that the CHAMBER enters this Agreement with the TOWN as an independent contractor. Nothing in this contract shall be construed to constitute the CHAMBER, nor any of its personnel, volunteers, or directors, as agents, employees, or representatives of the Town of Camp Verde.
- b. As an independent contractor, the CHAMBER is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages, which may arise during the operation of this Agreement.

10. **Insurance, Liability and Indemnity:** The CHAMBER agrees to procure and maintain at its sole expense insurance adequate to meet TOWN Policies currently requiring:

- a. Certificate of Insurance for a General Liability Insurance Policy against claims for bodily injury, death and property damage with limits of at least:
  - 1. Each Occurrence .....\$1,000,000
  - 2. General Aggregate.....\$2,000,000
- b. In addition, the Certificate of Insurance must name the Town of Camp Verde, Arizona as an Additional Insured in connection with the facilities as provided herein and must briefly describe the services being performed, e.g. Lease of TOWN Facilities.
- c. Certificate of Insurance for Workers' Compensation Insurance Policy (Statutory).
- d. All Certificate(s) of Insurance referenced above and completed (signed by all pertinent parties) Services and Lease Agreement as provided herein shall be delivered simultaneously to the TOWN. Upon the TOWN's receipt of both the aforementioned documents the Agreement will be considered fully executed.
- e. CHAMBER liability under this Agreement is not in any way limited by the insurance required by this Agreement.
- f. CHAMBER shall keep said policies in force for the duration of the Agreement and for any possible extension thereof.

11. **Indemnification:** CHAMBER assumes and agrees to hold harmless, indemnify and defend the TOWN, its officers, agents and representatives from and against all losses, claims, demands, payments, suits, actions, recoveries, judgments and all liability of every kind, nature, and description for injury to persons including wrongful death, or damage to property or both occurring during, or in consequence, of the performance or failure to perform by CHAMBER. The TOWN assumes no liability, obligation or responsibility of any nature whatsoever, in connection with this Agreement except for payment of fees as stated or referred to herein.
12. **Subcontracting:** It is understood and agreed that the CHAMBER is free to contract with other parties or to otherwise provide additional services.
13. **Immigration Law Compliance:**
  - a. Under the provisions of A.R.S. § 41-4401, the CHAMBER hereby warrants to the TOWN that the CHAMBER and each of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").
  - b. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject the CHAMBER to penalties up to and including termination of this contract at the sole discretion of the TOWN.
  - c. The TOWN retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. The TOWN agrees to assist the TOWN in regard to any such inspections.
  - d. The TOWN may, at its sole discretion, conduct random verification of the employment records of the CHAMBER and any subcontractors to ensure compliance with Contractor's Immigration Warranty. The CHAMBER agrees to assist the TOWN in regard to any random verifications performed.
  - e. Neither the CHAMBER nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the CHAMBER or any subcontractor establishes that it has complied with the employment verification provision prescribed by sections 274A ad 274B of the Federal Immigration and nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
  - f. The foregoing provisions of subparagraphs a-e of this article must be included in any contract that the CHAMBER enters into with any and all its subcontractors who provide service under this contract or any subcontract.

APPROVAL AND EXECUTION BY CHAMBER

PASSED AND APPROVED BY CHAMBER OF COMMERCE ON THE 22nd day of June, 2011.

Camp Verde CHAMBER of Commerce

By: \_\_\_\_\_  
Dave Freeman, CHAMBER of Commerce Chairman

ATTEST:

Camp Verde CHAMBER of Commerce

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

Print Name: \_\_\_\_\_

APPROVAL AND EXECUTION BY TOWN

IN WITNESS WHEREOF to be executed by their duly authorized officials on June 22, 2011

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

Attest: \_\_\_\_\_  
Debbie Barber, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William J. Sims, Town Attorney

## 6-13-11 Draft Revised Visitor Center Lease Agreement

Bill Sims Suggested Revisions and Comments – June 14, 2011

### Lease Agreement

LANDLORD: Town of Camp Verde (“LANDLORD”), an Arizona municipal corporation, 473 South Main Street, Ste. 102, Camp Verde, AZ 86322

TENANT: Camp Verde Chamber of Commerce (“TENANT”), a non-profit corporation, 385 South Main Street, Camp Verde, AZ 86322

WHEREAS, the LANDLORD and TENANT agree it would be in the public interest to establish larger facilities for use by the TENANT and other related public agencies, for promotion of tourism as a visitor's center; and

WHEREAS, the LANDLORD has provided a remodeled building at 385 South Main Street, formerly known as “Custards”, and ~~related~~ adjoining parking areas, located at the entrance to Fort Verde State Historic Park, from Main Street, that would serve as a gateway center for future development connecting the downtown area and the Fort; together the remodeled building and adjoining parking areas shall be referred to as the “Premises”; and

WHEREAS, the parties have entered into an Agreement for Contracted Services as of the date of this Lease (“Services Contract”) ~~a contract~~ for promotion of tourism and economic development.

*NOW, THEREFORE, THE LANDLORD AGREES TO EXECUTE THIS LEASE WITH THE TENANT ON THE FOLLOWING MUTUALLY AGREEABLE TERMS AND CONDITIONS:*

1. **Property and Use:** TENANT shall lease the ~~385 South Main Street building~~ Premises, other than areas reserved by the LANDLORD for municipal use, ~~and adjoining parking areas~~, for its ~~Tenant's~~ office facility both to fulfill the terms of ~~the Services eContract with the LANDLORD~~, and its role as the administration center for its member businesses and the public. TENANT shall allow other public agencies, as authorized by the Town Manager, space for displays and volunteers from those agencies that will present tourist and related information to visitors. A conference room will be available for LANDLORD's use to be scheduled by the Town Manager (or his/her designee), through the Chamber Director. The TENANT will be responsible for all scheduling and coordinating use of the building.
2. **Term and Use of Visitor's Center:** The term of the lease shall continue until written notice is given by either party to the other. The LANDLORD will provide use of the Visitor Center (as that term is defined in the Services Agreement) to the TENANT under the terms and conditions as exist under this lease. This lease shall terminate:
  - a. eighteen (18) months following proper notice in writing in order to allow the TENANT to continue to operate as a Visitor Center and/or make plans for its operation at another location; or
  - b. at any time ~~that Tenant~~ the use of the premises ceases to use the Premises ~~be used for~~

6-13-11 Draft Revised Visitor Center Lease Agreement

Bill Sims Suggested Revisions and Comments – June 14, 2011

visitor services to the benefit of the citizens of the TOWN.

3. **Improvements:** TENANT will not make any modifications or improvements to the property without the prior consent of the LANDLORD. Any office equipment, supplies, or other fixtures brought to the property shall remain the property of the TENANT.
4. **Rent:** In consideration of the leasehold interest granted hereby, Tenant shall perform its obligations for the benefit of the Town as set forth in the Services Agreement, and Tenant shall pay Payment of rent during the term of the lease shall be the nominal sum in the amount of \$1.00 per year, acknowledging that the occupancy and use of the premises for visitor services will be a benefit of the citizens of the TOWN and the surrounding communities. Also the TENANT, in exchange for the use of the Premises same building, the Chamber Tenant will pay the following to offset the estimated benefit of its use of office spaces, storage and conference room currently estimated at as allocated in the annual budget:
  - a. Wages, benefits & workers compensation
  - b. Utilities
  - c. Office supplies
  - e.d. Phone ??
5. **Utilities:** Costs of the utilities to the premises such as electrical service and any separate heating/cooling costs, where they may be prorated, shall be the responsibility of the TENANT.
6. **Sublease:** TENANT will not sublease any portion of the pPremises without the written consent of the Landlord.
7. **Maintenance:** TENANT will maintain the pPremises in the condition of the facility at the time of initial occupancy, and Landlord shall maintain the heating/cooling and other services.
8. **Signs:** TENANT will not install any exterior signage on the buildingPremises without the prior approval of the Landlord.
9. **Remodeling:** The building and surrounding property are an integral part of Main and Hollamon Street and will link the historic areas of the TOWN with Fort Verde State Historic Park. Therefore, the LANDLORD reserves the right to effect changes in the building structure, parking, and access consistent with the surrounding parking areas that indicates the primary uses of the facility.

APPROVAL AND EXECUTION BY CHAMBER

PASSED AND APPROVED BY CHAMBER OF COMMERCE ON THE \_\_\_\_\_ day of \_\_\_\_\_, 2011.

6-13-11 **Draft** Revised Visitor Center Lease Agreement

Bill Sims Suggested Revisions and Comments – June 14, 2011

Camp Verde CHAMBER of Commerce

By: \_\_\_\_\_  
Dave Freeman, CHAMBER of Commerce Chairman

ATTEST:

Camp Verde CHAMBER of Commerce

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

Print Name: \_\_\_\_\_

APPROVAL AND EXECUTION BY TOWN

IN WITNESS WHEREOF to be executed by their duly authorized officials on \_\_\_\_\_,  
2011

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

Attest: \_\_\_\_\_  
Debbie Barber, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
William J. Sims, Town Attorney

Visitor Center & Tourism/Destination Marketing FY12 DRAFT Budget

	Expense	Income	Visitor Ctr	Tourism/ Destination Mktg	Notes
<b>INCOME/FUNDING</b>					
Visitor Center - Town Funding		55,000	55,000		actual
Tourism/Destination Marketing		25,000		25,000	
Other Income - Visitor Center Sales		1,000	1,000		
Chamber Contribution		21,000	21,000		
COGS		-500	-500		retail sales

<b>76,500</b>	<b>25,000</b>	<b>Total Income</b>
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**EXPENSES**

Tourism / Destination Marketing - Camp Verde	20,000			20,000	
Tourism / Destination Marketing - Regional	5,000			5,000	
Building Maintenance/Supplies	633		633		Supplies/Carpet Cleaning
Computer Services	250		250		Repair/Maintenance
Insurance	744		744		(W/C Ins & Liability)
Office Expenses/Supplies	1,000		1,000		
Payroll/Taxes/Benefits	64,843		64,843		Full time Director & Part time Staff
Utilities	8,680		8,680		
Credit Card Processing Fees	100		100		
Volunteer Recruitment/Retention	250		250		

Grand Total                      101,500   101,500                      0

<b>76,500</b>	<b>25,000</b>	<b>Total Expenses</b>
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## Debbie Barber

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**From:** Bob Burnside  
**Sent:** Tuesday, June 14, 2011 3:05 PM  
**To:** Debbie Barber  
**Cc:** Russ Martin  
**Subject:** RE: Agmt

Debbie

Go ahead and use the series of e-mails generated.

also - just spoke with Nancy Lewis and she will be sending Russ an e-mail pertaining to Bills concerns and shared with me that the billing that is referenced is concerning the \$1,000 donation we received and will be sent a bill by them and the town pays the bill - the town already has the check and there in no other payments required and no employees of the town will be required also all labor for the project is donated by citizens of Camp Verde.

Bob

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**From:** Debbie Barber  
**Sent:** Tuesday, June 14, 2011 10:59 AM  
**To:** Bob Burnside  
**Cc:** Russ Martin  
**Subject:** FW: Agmt

Bill's comments relative to the Copper Canyon Agmt are below. Do you want this e-mail in the packet or would you like me to retype his comments on the Agenda Item Submission form that I sent to you yesterday?

db

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**From:** Bill Sims [mailto:wjsims@lasotapeters.com]  
**Sent:** Tuesday, June 14, 2011 10:39 AM  
**To:** Debbie Barber  
**Subject:** RE: Agmt

Debbie:

I have reviewed the USFS grant agreement. There is no place for me to sign.

The financial plan has both the Town and the FS making contributions, and the document has the FS billing the Town, but there is no mechanism to make sure the FS pays. Maybe that is ok - but just so the Town knows.

The document does not contain state law provisions such as immigration law compliance and conflict of interest provisions. Does the Town have the leverage to require these provisions? If so, I will provide.

Bill Sims  
LaSota & Peters, PLC  
722 East Osborn Road, Suite 100  
Phoenix, Arizona 85014  
Phone (Office): 602.296.0950  
Phone (Cell): 602.524.0575  
Fax: 602.248.2999  
E-mail: [wjsims@lasotapeters.com](mailto:wjsims@lasotapeters.com)

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**From:** Debbie Barber [mailto:Debbie.Barber@campverde.az.gov]  
**Sent:** Tuesday, June 14, 2011 7:09 AM  
**To:** Bill Sims  
**Subject:** Agmt  
**Importance:** High

Bill,

Please review the attached agreement. It's going to be on the agenda for a Special Meeting on the 22<sup>nd</sup>, so if you have any comments, I need them by noon tomorrow. I'm sorry for the short notice, but it just came in yesterday afternoon. Thank you!

debbie

**Deborah Barber, MMC**  
**Town Clerk**  
**Town of Camp Verde - 473 S. Main, Ste. 102 - Camp Verde AZ 86322**  
**(928) 567-6631 ext. 107 - Fax (928) 567-9061**  
[debbie.barber@campverde.az.gov](mailto:debbie.barber@campverde.az.gov)

***Effective January 10, 2010, Town offices are closed on Friday. Hours of operations are Monday - Thursday 7 am to 6 pm.***

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All messages created in this system belong to the Town of Camp Verde and should be considered a public record subject to disclosure under the Arizona Public Records Law (A.R.S. 39-121). Town employees, Town public officials, and those who generate email to them, should have no expectation of privacy related to the use of this technology. In addition, to ensure compliance with the Open Meeting Law, Council or Board/Commission members who are recipients of this message should not forward it to other members of the Council or Board/Commission of the Town of Camp Verde. Council Members or Board/Commission members may reply to a staff member regarding this message, but they should not send a copy of a reply to other Council or Board/Commission members.

Please consider our environment before printing this email. 



instrument was made, the U.S. Forest Service may terminate the instrument in its entirety.

Upon termination of an instrument, the Town of Camp Verde shall not incur any new obligations for the terminated portion of the instrument after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the Town of Camp Verde for the United States Federal share of the non-cancelable obligations properly incurred by the Town of Camp Verde up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

V. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

W. DEBARMENT AND SUSPENSION. The Town of Camp Verde shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the Town of Camp Verde or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

X. ILLEGAL IMMIGRATION. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

Y. TERMINATION FOR CONFLICT OF INTEREST. This Agreement is subject to termination pursuant to A.R.S. §38-511.

Z. MODIFICATIONS. Modifications within the scope of this instrument must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

AA. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of the last signature and is effective through February 8, 2012 at which time it will expire.

*Handwritten notes:*  
DALL  
As per  
BWS



BB. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

BOB BURNSIDE, Mayor  
Town of Camp Verde

Date

BETTY A. MATHEWS, Forest Supervisor  
U.S. Forest Service, Prescott National Forest

Date

The authority and format of this instrument have been reviewed and approved for signature.

NANCY G. LEWIS  
U.S. Forest Service Grants & Agreements Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

ILLEGAL IMMIGRATION. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

TERMINATION FOR CONFLICT OF INTEREST. This Agreement is subject to termination pursuant to A.R.S. §38-511.



United States  
Department of  
Agriculture

Forest  
Service

Prescott National Forest

344 South Cortez  
Prescott, AZ 86303  
Phone: (928) 443-8000  
Fax: (928) 443-8008  
TTY: (928) 443-8001

File Code: 1580-2

Date: June 10, 2011

Mayor Bob Burnside  
Town of Camp Verde  
473 S. Main Street  
Camp Verde, AZ 86322-7246

### GRANTS & AGREEMENTS TRANSMITTAL LETTER

- Agreement No: 11-CS-11030905-024 – Copper Canyon Trailhead Development Project.**
- Enclosed are two originals of the referenced document, which have been signed on behalf of the U.S. Forest Service.
- If no changes are needed, please sign both originals where indicated. Return all originals to the above address to the attention of Nancy Lewis, Grants Management Specialist. A fully signed original Challenge Cost Share Agreement and Financial Plan will be returned for your file.**
- If changes are needed, please contact me at 928-443-8240.**
- We have retained a fully executed original for our files.
- We are submitting a fully executed original for your files.

Sincerely,

NANCY G. LEWIS  
Grants Management Specialist

Enclosures (2 sets)

cc: Tom Palmer (FS)



FS Agreement No. 11-CS-11030905-024  
Cooperator Agreement No. \_\_\_\_\_

**CHALLENGE COST SHARE AGREEMENT**  
**Between The**  
**TOWN OF CAMP VERDE**  
**And The**  
**USDA, FOREST SERVICE**  
**PRESCOTT NATIONAL FOREST**

This CHALLENGE COST SHARE AGREEMENT is hereby made and entered into by and between the Town of Camp Verde, hereinafter referred to as "Town of Camp Verde," and the USDA, Forest Service, Prescott National Forest hereinafter referred to as the "U.S. Forest Service," under the authority: Department of Interior and Related Agencies Appropriation Act of 1992, Pub. L. 102-154 and Cooperative Funds Act of June 30, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127).

Background: In 2007, the U.S. Forest Service was awarded a grant from the Arizona State Parks for the Copper Canyon Trailhead Development project. This project focuses on the development of a multi-use trailhead in Copper Canyon on the Verde Ranger District. The scope of the projects includes trail reroutes and modifications as well as a developed trailhead site that will contain parking for trucks and trailers, three picnic sites, a vault toilet and interpretive panels describing the site and opportunities as well as the historical significance of the area. The entire site will be fenced with one ingress and egress point. Picnic tables, BBQ's and an OHV loading ramp are other amenities for this site.

The legal description for this project is T13N, R4E, and Sections 1&2 on the Verde Ranger District.

This agreement will authorize the participant match from the Town of Camp Verde consisting of donated labor, equipment use, and materials, and funding for a kiosk. The Town of Camp Verde will work with the donors on certain phases of the survey and construction of the site as identified in the U.S. Forest Service's contract solicitation package.

Title: Copper Canyon Trailhead Development Project

**I. PURPOSE:**

The purpose of this agreement is to document the cooperation between the parties to complete the Copper Canyon Trailhead Development projects in accordance with the following provisions and the hereby incorporated Operating and Financial Plan, attached as Exhibit A.



## II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The project area has been used as an undeveloped trailhead since it is in close proximity to several trails. This has led to environmental and cultural impacts (i.e., accumulation of human waste, water pollution to nearby washes, creation of unwanted roads, damage to vegetation and soils, and destruction of prehistoric and historic sites. A developed trailhead will minimize these problems by providing amenities such as fencing to protect and preserve sites, a toilet facility and a trailhead and parking area accessible for persons with physical limitation.

The Town of Camp Verde has identified this project in its overall comprehensive planning, as part of a connecting trails system, as a top priority for development benefiting multi-use trail users, both motorized and non-motorized.

The U.S. Forest Service manages National Forest system lands for a variety of uses and activities, including outdoor recreation. Completion of these projects will mediate the problems that have been encountered due to the undeveloped trailhead use.

In Consideration of the above premises, the parties agree as follows:

## III. THE TOWN OF CAMP VERDE SHALL:

- A. LEGAL AUTHORITY. The Town of Camp Verde shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Provide a project contact to work with the U.S. Forest Service to accomplish the agreed upon projects.
- C. Work cooperatively with the U.S. Forest Service Project Manager on any safety issues, Forest Service requirements and other project matters.
- D. Provide oversight of volunteers.
- E. Require all of the Town of Camp Verde volunteers working on National Forest System lands to wear personal protective equipment and conduct themselves and their work within the specifications and limitations of the Job Hazard Analysis provided by the U. S. Forest Service.
- F. Upon presentation of a Bill for Collection, deposit with the U. S. Forest Service the amount agreed to in the Financial Plan for development of an information panel which displays the safety aspects of multi-use trail concept.
- G. Perform in accordance with the attached Financial Plan.
- H. Take before and after photographs of the projects.
- I. Provide a final accomplishment report to include the before and after photographs and a narrative of the project work completed under this Agreement.



**IV. THE U.S. FOREST SERVICE SHALL:**

A. ADVANCE BILLING. The U.S. Forest Service shall bill the Town of Camp Verde prior to commencement of work for deposits sufficient to cover the estimated costs for the specific payment period. Overhead shall not be assessed due to the existing mutual benefit of this project.

Billing Method: A single lump sum advance bill.

- B. Provide oversight and document project approval of all Town of Camp Verde volunteer work at the project areas.
- C. Provide Job Hazard Analyses (JHAs) for all project work associated with this agreement, and conduct documented safety briefings with the Town of Camp Verde volunteers or employees prior to the start of any work.
- D. Provide the site design and develop the contract package for the project work.
- E. Perform in accordance with the attached Financial Plan.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Bob Burnside, Mayor Town of Camp Verde 473 S. Main Street Camp Verde, AZ 86322-7246 Telephone: 928-567-6631 FAX: 928-567-9061 Email:	Russ Martin Town of Camp Verde 473 S. Main Street, Ste. 102 Camp Verde, AZ 86322-7246 Telephone: 928-567-6631 ext102 FAX: 928-567-8291 Email: russ.martin@campverde.az.gov

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Thomas Palmer, East Zone Rec. Mgr. Verde Ranger District P. O. Box 670 Camp Verde, AZ 86322-0670 Telephone: 928-567-1114 FAX: 928-567-1179 Email: tpalmer01@fs.fed.us	Nancy Lewis, Grants & Agreements Spec. Prescott National Forest 344 S. Cortez Street Prescott, AZ 86303-4398 Telephone: 928-443-8240 FAX: 928-443-8208 Email: nlewis@fs.fed.us



- B. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this instrument.
- C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Town of Camp Verde are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the Town of Camp Verde, at the Town of Camp Verde's address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- D. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the Town of Camp Verde from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of the Town of Camp Verde's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the Town of Camp Verde's products or activities.
- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Town of Camp Verde to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- G. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.
- H. NONDISCRIMINATION. The Town of Camp Verde shall comply with all applicable Federal statutes relating to nondiscrimination. This includes all applicable requirements of all other Federal laws, regulations, and policies. These include but are not limited to Title VI of the Civil Rights Act of 1964 as amended, which prohibits discrimination on the bases of race, color and national origin; Title IX of the Education Amendments of 1972 which prohibits discrimination based on sex in educational programs and activities; Age Discrimination Act of 1975, as amended,



prohibiting age discrimination; and 504 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination on the basis of disability.

- I. **ELIGIBLE WORKERS.** The Town of Camp Verde shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Town of Camp Verde shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this instrument.

J. **STANDARDS FOR FINANCIAL MANAGEMENT.**

**1. Financial Reporting**

The Town of Camp Verde shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

**2. Accounting Records**

The Town of Camp Verde shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

**3. Internal Control**

The Town of Camp Verde shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The Town of Camp Verde shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement. The Town of Camp Verde shall adequately safeguard all such property and shall ensure that it is used solely for authorized purposes.

**4. Source Documentation**

The Town of Camp Verde shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and subgrant/contract documents, and so forth.

- K. **INSTRUMENT CLOSEOUT.** The Town of Camp Verde shall close out the instrument within 90 days after expiration or notice of termination.

Any unobligated balance of cash advanced to the Town of Camp Verde must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7 CFR 3016.21, 7 CFR 3019.22, or other relevant law or regulation.



Within a maximum of 90 days following the date of expiration or termination of this instrument, all financial performance and related reports required by the terms of the instrument must be submitted to the U.S. Forest Service by the Town of Camp Verde.

If this instrument is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- L. PROGRAM PERFORMANCE REPORTS The Town of Camp Verde shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output may be required if that information is useful.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Town of Camp Verde shall submit quarterly performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report shall be submitted either with the Town of Camp Verde's final payment request, or separately, but not later than 90 days from the expiration date of the agreement.

- M. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The Town of Camp Verde shall retain all records pertinent to this instrument for a period of no less than 3 years from the expiration or termination date. As used in this provision, "records" includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The Town of Camp Verde shall provide access and the right to examine all records related to this instrument to the U.S. Forest Service Inspector General, or Comptroller General or their authorized representative.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

The Town of Camp Verde shall provide access to any project site(s) to the U.S. Forest Service or any of their authorized representatives. The rights of access in this



section shall not be limited to the required retention period but shall last as long as the records are kept.

- N. FREEDOM OF INFORMATION ACT (FOIA). Public access to agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- O. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- P. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other National Forest improvements. No part of this instrument entitles the Town of Camp Verde to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.
- Q. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Town of Camp Verde shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this instrument.
- R. REFUNDS. Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to the Town of Camp Verde. A DUNS number and registration in the Central Contractor Registry (CCR) by the Town of Camp Verde may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to the Town of Camp Verde.
- S. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Town of Camp Verde shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"*



To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

*"This institution is an equal opportunity provider."*

T. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the Town of Camp Verde materially fail(s) to comply with any term of the instrument, whether stated in a Federal statute or regulation, an assurance, the agreement, or elsewhere, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Town of Camp Verde or more severe enforcement action by the U.S. Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current instrument for the Town of Camp Verde's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 7 CFR part 3017.

U. TERMINATION BY MUTUAL AGREEMENT. This instrument may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and the Town of Camp Verde agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
2. By 30 days written notification by the Town of Camp Verde to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated.

If, in the case of a partial termination, the U.S. Forest Service determines that the remaining portion of the instrument will not accomplish the purposes for which the



instrument was made, the U.S. Forest Service may terminate the instrument in its entirety.

Upon termination of an instrument, the Town of Camp Verde shall not incur any new obligations for the terminated portion of the instrument after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the Town of Camp Verde for the United States Federal share of the non-cancelable obligations properly incurred by the Town of Camp Verde up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

- V. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.
- W. DEBARMENT AND SUSPENSION. The Town of Camp Verde shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the Town of Camp Verde or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- X. ILLEGAL IMMIGRATION. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.
- Y. TERMINATION FOR CONFLICT OF INTEREST. This Agreement is subject to termination pursuant to A.R.S. §38-511.
- Z. MODIFICATIONS. Modifications within the scope of this instrument must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- AA. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of the last signature and is effective through February 8, 2012 at which time it will expire.



BB. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this instrument. In witness whereof, the parties hereto have executed this instrument as of the last date written below.

BOB BURNSIDE, Mayor  
Town of Camp Verde

Date

BETTY A. MATHEWS, Forest Supervisor  
U.S. Forest Service, Prescott National Forest

Date

The authority and format of this instrument have been reviewed and approved for signature.

NANCY G. LEWIS  
U.S. Forest Service Grants & Agreements Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

ILLEGAL IMMIGRATION. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

TERMINATION FOR CONFLICT OF INTEREST. This Agreement is subject to termination pursuant to A.R.S. §38-511.

**Instructions:** Use this form in conjunction with Forest Service Handbook (FSH) 1509.11, Ch. 70, Financial Planning Requirements, for participating, challenge cost-share, joint venture, and cost-reimbursable agreements. This form may be used for other types of Forest Service Manual 1580 agreements, when useful. Choose one of the four (4) financial plan versions and complete. Each four versions require identical information and result in calculations and cost analysis that are the same. Primarily, these versions vary in the way that information is entered into the financial plan matrix. Version 1 (Financial Plan - Long Form - No Program Income) and Version 2 (Financial Plan - Long Form With Program Income) cost analysis data values are automatically entered into the financial plan matrix. Version 3 (Financial Plan - Long Form - No Program Income) and Version 4 (Financial Plan - Long Form With Program Income) require manual entry of the cost analysis data values into the financial plan matrix. Users do not have to use or print versions/sheets that are not applicable to their agreement.

The purpose of this form is to capture the total estimated value of the proposed agreement. Once the agreement is approved, in writing, by the parties, then this financial plan becomes the financial estimates for the agreement. This financial plan must display the parties' expected contributions to the agreement. These contributions should be broken down by party contribution type (e.g., non-cash, in-kind, cash to cooperator), see below for definitions, and cost elements (e.g., salaries, supplies, travel). Cost element values should be the result of documented cost analysis on this form. Each financial plan version provides samples of cost analysis calculations, see associated Excel comment balloons. Additional instructions are located on version 1/2 cost analysis tabs.

#### **Definitions for the Matrix Column Headings:**

(a) **Forest Service Non Cash Contribution:** Forest Service noncash contributions may consist of employee salaries, overhead (indirect), travel provided, and/or equipment and supplies purchased and provided to the Cooperator for use in the project. These costs are an expense to the U.S. Forest Service, but do not include funding for reimbursement of Cooperator expenses.

(b) **Forest Service Volunteer Labor (In-Kind) Contribution:** This is the value of volunteer labor donated for completion of the project by the Forest Service for which the Forest Service has incurred no expense. Forest Service volunteer agreements (either sponsored or individual) should be used to document the donated services. The value of volunteer labor should be commensurate with local labor rates for similar

(c) **Forest Service Cash to the Cooperator:** This is the maximum amount of funding that will be reimbursed or advanced to the Cooperator. This is an expense to the Forest Service.

(d) **Cooperator Noncash Contribution:** These are expenses the Cooperator incurs that are contributed to the project in lieu of cash, but for which costs are incurred, such as employee salaries, overhead (indirect costs), travel, equipment, supplies, and so forth. These do not include in-kind contributions from third parties, such as donations from other entities or volunteer labor.

(e) **Value of Cooperator In-Kind Contribution:** Cooperator in-kind contributions provided toward completion of the project for which the Cooperator has **incurred no expense**. These contributions can be made from the Cooperator or through the Cooperator by other entities and include such items as volunteer labor, donated materials, equipment, supplies, etc. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement.

(f) **Cooperator Cash to the Forest Service:** These are Cooperator cash contributions actually transferred to the Forest Service for use in completing the project. This is an expense to the Cooperator and does not include in-kind contributions made to the Cooperator from other organizations. Display by Cost Element where these funds will be expended. Be sure to cite a collection authority in the Agreement if this column is used. Include cash the Cooperator is transferring to the Forest Service for the project, that has been received as a grant(s) from a non-Federal entity(ies).

(g) Cooperator, Third Party Cash Contribution, Federal: This includes cash contributions provided to the Cooperator from another Federal agency for use in the project, for which the Cooperator has incurred no expense. Display these contributions by Cost Element Expenditures.

(h) Cooperator, Third Party Noncash Contribution, Federal: Noncash contribution provided to the Cooperator from Federal agency(ies) for use in the project, for which the Cooperator has incurred no expense. Display these contributions by Cost Element Expenditures.

(i) Cooperator, Third Party In-Kind Contribution, Federal: In-kind contribution provided to the Cooperator from Federal organization(s) for use in the project, for which the Cooperator has incurred no expense. Value assessed for volunteer labor and donated materials, equipment and supplies should be valued based on FSH 1509.11, Ch. 70. These values are not reimbursable and can only be used to satisfy the Cooperator's matching requirement. Display these contributions by Cost Element Expenditures.

(j) Gross Total Project Value: The sum of all the values provided toward the project without Estimated Gross Program Income taken into consideration.

(k) Estimated Gross Program Income: The gross income estimated to be generated under the project between the effective date of award and completion of the project, such as conference or workshop fees received, rental fees earned from renting real property or equipment acquired with agreement funds, or the sale of commodities or items developed under the project.

(l) Estimated Net Total Project Value: The sum of all the values provided toward the project with Estimated Gross Program Income taken into consideration. This figure reflects the true estimated cost of the project.

#### **Definitions for Cost Allowability**

(a) Allowable Cost: A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, which meets the criteria for authorized expenditures specific in a cost principle methodology. Generally, it meets the cost principle methodology, and is a cost the parties to an agreement intend to charge, and must be: Reasonable for the performance of the award; Necessary and reasonable for proper and efficient performance and administration of the agreement; Consistently treated as either a direct or indirect cost; Generally, determined in accordance with generally accepted accounting principles (GAAP);

Net of all applicable credits (that is, less any future rebates from the purchase of goods or services); Separate from a cost or from a cost-sharing/matching requirement of another Federal award or agreement, unless otherwise permitted by Federal law or regulation; Adequately documented; Authorized or not prohibited by Federal, State, or local laws and regulations; Compliant with limits or exclusions on types or amounts of costs, as set forth in relevant Federal laws, agreement terms and conditions, or other governing regulations (examples of such costs include: entertainment, alcohol, and taxes); and, Consistent with the agency's and cooperator's internal policies, regulations, and procedures that apply to both Federal awards or

(b) Allocable Cost: A cost, as recorded on the Agreements Financial Plan (Long, Medium, and Short) forms, associated with an agreement, which in accordance with the relative benefit received by either party for the award, is treated consistently with other costs incurred for the same purpose and in like circumstances, and if it: Is incurred specifically for the award; Benefits both the award and other ancillary work, and the cost may be distributed in reasonable proportion to the benefits received (an example of this type of cost is a piece of equipment that is used for multiple projects); or Necessary to the overall operation of the organization, although a direct relationship to any particular cost objective may not be shown.

(v) Reasonable Cost. A cost, as recorded on the Agreement's financial plan (Long, medium, and short forms, associated with an agreement, that, in its nature and amount, does not exceed an amount that a prudent person, under the circumstances prevailing at the time the decision was made, would incur. Other factors to consider are: Whether the cost is of a type generally recognized as ordinary and necessary for the entity's operation or agreement performance; The restraints or requirements imposed by factors such as generally accepted, sound, business practices; arms-length bargaining; Federal and State laws and regulations; and the terms and conditions of the agreement; Market prices or industry standard costs for similar goods and services (that is, is the cooperator offering goods or services for an amount that exceeds what is readily available in the marketplace); Whether individuals concerned acted with prudence under the circumstances, considering their responsibilities to the entity; its members, employees, and clients; the public; and the government; and Significant deviations from established practices of the governmental entity that might unjustifiably increase costs charged to the agreement.

### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD). To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

Attachment

USFS Agreement No.   
Cooperator Agreement No.

Mod No.

This Financial Plan may not be used to collect funds AND disburse funds on the same agreement. Separate agreements must be used in this situation.

**Agreements Financial Plan (Long Form) without Program Income**

**1. Financial Plan Matrix:**

Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS			COOPERATOR CONTRIBUTIONS					(j) TOTAL	
	(a) Noncash	(b) Volunteer Labor (In-Kind)	(c) Cash to Cooperator	(d) Noncash	(e) Value of In-Kind Contributions	(f) Cash to FS	(g) Cash			(h) Third Party
							Federal	Noncash	Federal	Federal
<b>COST ELEMENTS</b> (Direct Costs)										
Salaries/Labor	\$6,728.00	\$835.60	\$0.00	\$0.00	\$11,012.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$11,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$6,439.18	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Subtotal	\$8,228.00	\$835.60	\$0.00	\$0.00	\$28,851.18	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Cooperator Indirect Costs										
FS Overhead Assessment	\$584.19					\$0.00				
Gross Total	\$8,812.19	\$835.60	\$0.00	\$0.00	\$28,851.18	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00

**Matching Costs Determination**

Total Forest Service Share =	(k)	
(a+b+c)/(j) = (k)		24.43%
Other Federal Contribution =	(l)	
(g+h+i)/(j) = (l)		0.00%
Total Federal Share =	(m)	
(k+l) = (m)		24.43%
Total Cooperator Share	(n)	
(d+e+f)/(j) = (n)		75.57%
Total	(o)	
(m+n) = (o)		100.00%

## WORKSHEET FOR

# FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g.  $\text{cost/day} \times \# \text{ of days} = \text{total}$ , where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by  $\text{cost/day} \times \# \text{ of days}$ , costs may be calculated simply by a contracted value that is not dependent on days worked, such as  $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$ . Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
FS Engineer (Design of Site)		\$336.40	10.00	\$3,364.00
FS Engineer (Development of Contract Package)		\$336.40	10.00	\$3,364.00
				\$0.00
				\$0.00
				\$0.00

<b>Non-Standard Calculation</b>
---------------------------------

<b>Total Salaries/Labor</b>	<b>\$6,728.00</b>
-----------------------------	-------------------

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

<b>Non-Standard Calculation</b>
---------------------------------

<b>Total Travel</b>	<b>\$0.00</b>
---------------------	---------------

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

<b>Non-Standard Calculation</b>
---------------------------------

**Total Equipment** **\$0.00**

<b>Supplies/Materials</b>			
<b>Standard Calculation</b>			
Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

**Non-Standard Calculation**

**Total Supplies/Materials** **\$0.00**

<b>Printing</b>			
<b>Standard Calculation</b>			
Paper Material	# of Units	Cost/Unit	Total
			\$0.00

**Non-Standard Calculation**

**Total Printing** **\$0.00**

<b>Other Expenses</b>			
<b>Standard Calculation</b>			
Item	# of Units	Cost/Unit	Total
Interpretive Kiosk - FS	1.00	\$1,500.00	\$1,500.00
			\$0.00
			\$0.00
			\$0.00

**Non-Standard Calculation**

**Total Other** **\$1,500.00**

**Subtotal Direct Costs** **\$8,228.00**

**Forest Service Overhead Costs**

Current Overhead Rate	Subtotal Direct Costs	Total
7.10%	\$8,228.00	\$584.19
<b>Total FS Overhead Costs</b>		<b>\$584.19</b>

**TOTAL COST** **\$8,812.19**

## WORKSHEET FOR

# Volunteer Labor (In-Kind) Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description	Cost/Day	# of Days		Total
Initial Site Design @ \$20.89/hr/8hr/day	\$167.12	5.00		\$835.60
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

<b>Total Salaries/Labor</b>	<b>\$835.60</b>
-----------------------------	-----------------

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

<b>Total Travel</b>	<b>\$0.00</b>
---------------------	---------------

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total
				\$0.00
				\$0.00
				\$0.00

\$0.00

Non-Standard Calculation

Total Equipment

\$0.00

**Supplies/Materials**

**Standard Calculation**

Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Supplies/Materials

\$0.00

**Printing**

**Standard Calculation**

Paper Material	# of Units	Cost/Unit	Total
			\$0.00

Non-Standard Calculation

Total Printing

\$0.00

**Other Expenses**

**Standard Calculation**

Item	# of Units	Cost/Unit	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

Non-Standard Calculation

Total Other

\$0.00

**Subtotal Direct Costs**

**\$835.60**

**TOTAL COST**

**\$835.60**

## WORKSHEET FOR

### Value of In-Kind Contributions Cost Analysis, Column (e)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g.  $\text{cost/day} \times \# \text{ of days} = \text{total}$ , where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by  $\text{cost/day} \times \# \text{ of days}$ , costs may be calculated simply by a contracted value that is not dependent on days worked, such as  $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$ . Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
Welding Services (D&D)		\$1,654.40	5.00	\$8,272.00
Welding Services (Rezzonico Welding)		\$520.00	2.00	\$1,040.00
Yavapai County - Civil Engineer (Surveyor)		\$680.00	2.50	\$1,700.00
				\$0.00
				\$0.00

<b>Non-Standard Calculation</b>
---------------------------------

<b>Total Salaries/Labor</b>	<b>\$11,012.00</b>
-----------------------------	--------------------

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

<b>Non-Standard Calculation</b>
---------------------------------

<b>Total Travel</b>	<b>\$0.00</b>
---------------------	---------------

Equipment				
Standard Calculation				
Piece of Equipment	# of Units	Cost/Day	# of Days	Total

140 G Blade - Verde					
Underground (VU)	1.00	\$760.00	3.75		\$2,850.00
613 Scraper (VU)	1.00	\$920.00	3.75		\$3,450.00
Water Truck (VU)	1.00	\$480.00	3.75		\$1,800.00
310 Backhoe (VU)	1.00	\$560.00	3.75		\$2,100.00
Light Tractor (Rosebud Pecan Ranch)	1.00	\$480.00	2.00		\$960.00
Dump Truck (Hossco Construction)	1.00	\$480.00	0.50		\$240.00
					\$0.00

**Non-Standard Calculation**

**Total Equipment** **\$11,400.00**

Supplies/Materials				
Standard Calculation				
Supplies/Materials	# of Items	Cost/Item		Total
Base Course Materials (Rinker Materials)		\$1,000.00		\$1,000.00
ABC (Yavapai Apache Sand & Rock)		\$500.00		\$500.00
Landscape Material (GBG Ent. Inc.)		\$500.00		\$500.00
144 tons 3/8" Chips & 70 Ft of 48" Culverts (Yavapai County)		\$4,439.18		\$4,439.18
				\$0.00

**Non-Standard Calculation**

**Total Supplies/Materials** **\$6,439.18**

Printing				
Standard Calculation				
Paper Material	# of Units	Cost/Unit		Total
				\$0.00

**Non-Standard Calculation**

**Total Printing** **\$0.00**

Other Expenses				
Standard Calculation				
Item	# of Units	Cost/Unit		Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00

**Non-Standard Calculation**

**Total Other** **\$0.00**

**Subtotal Direct Costs** **\$20,051.18**

<b>Subtotal Direct Costs</b>	<b>\$28,851.18</b>
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<b>TOTAL COST</b>	<b>\$28,851.18</b>
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## WORKSHEET FOR

### Cash to FS Cost Analysis, Column (f)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g.  $\text{cost/day} \times \# \text{ of days} = \text{total}$ , where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by  $\text{cost/day} \times \# \text{ of days}$ , costs may be calculated simply by a contracted value that is not dependent on days worked, such as  $1 \text{ employee} \times \$1,200/\text{contract} = \$1,200$ . Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor				
Standard Calculation				
Job Description	Cost/Day	# of Days		Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00

Non-Standard Calculation

<b>Total Salaries/Labor</b>	<b>\$0.00</b>
-----------------------------	---------------

Travel					
Standard Calculation					
Travel Expense	Employees	Cost/Trip	# of Trips		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Non-Standard Calculation

<b>Total Travel</b>	<b>\$0.00</b>
---------------------	---------------

Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00

**Non-Standard Calculation**

**Total Equipment** **\$0.00**

Supplies/Materials			
Standard Calculation			
Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00
			\$0.00
			\$0.00
			\$0.00

**Non-Standard Calculation**

**Total Supplies/Materials** **\$0.00**

Printing			
Standard Calculation			
Paper Material	# of Units	Cost/Unit	Total
			\$0.00

**Non-Standard Calculation**

**Total Printing** **\$0.00**

Other Expenses			
Standard Calculation			
Item	# of Units	Cost/Unit	Total
Cash for Kiosk	1.00	\$1,000.00	\$1,000.00
			\$0.00
			\$0.00
			\$0.00

**Non-Standard Calculation**

**Total Other** **\$1,000.00**

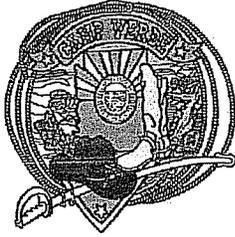
<b>Subtotal Direct Costs</b>	<b>\$1,000.00</b>
------------------------------	-------------------

**Forest Service Overhead Costs**

Current Overhead Rate	Subtotal Direct Costs	Total
	\$1,000.00	\$0.00

**Total FS Overhead Costs** **\$0.00**

<b>TOTAL COST</b>	<b>\$1,000.00</b>
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## Town of Camp Verde

Gateway to the Verde Valley

◆ 473 S. Main Street, Suite 102 ◆ Camp Verde, Arizona 86322 ◆

◆ Telephone: 928.567.6631 ◆ Fax: 928.567.9061 ◆

◆ [www.campverde.az.gov](http://www.campverde.az.gov) ◆

June 6, 2011

Thomas A. Palmer  
Recreation Program Manager  
Prescott National Forest, SW Region  
300 E. State Route 260  
Camp Verde, AZ 86322  
[tpalmer01@fs.fed.us](mailto:tpalmer01@fs.fed.us)

Dear Tom and Ophelia:

You will find attached, a revised list of updated donations from volunteers within the Verde Valley for the Copper Canyon Trailhead. This is hopefully the final revision now that the award of contract has been made to MacDonald Brothers on June 2, 2011.

It is our pleasure to partner with the Prescott National Forest and others to accomplish this trailhead.

I am looking forward to working with Nancy Lewis on coordination of volunteers. Please provide Nancy with my email information and cell phone number for her use (928) 533-6423.

Sincerely,

  
Mayor Bob Burnside

cc: Ophelia Goatson-James  
Prescott National Forest  
344 S. Cortez Street  
Prescott, AZ 86303



Handicap Relay: 711 or Voice: 1-800-842-4681 TTD: 1-800-367-8939



Donation List - Updated 6-6-2011

Contributor	Service	Amount
D&D Fence	Installation of 1,034 LF fencing	\$8,272.00
Rezzonico Welding	16 hours installation of gates, signs & hitching posts	\$1,040.00
Civil Engineer	20 hours survey services (TCE, pipe rail, fencing layout)	\$1,700.00
Rocky Construction	Blade, water truck, and backhoe services (grub site)	\$10,200.00
Verde Valley Horseman	Kiosk - Educational/Safety	\$1,000
Yavapai County	144 tons 3/8" chips and 70 feet of 48" culvert	\$4,439.18
Camp Verde Feed	Labor (estimated 40 hours)	\$1,300.00
Yavapai Mechanical, Inc.	Bobcat and Operator (20 hours) OHV Loading ramp, landscape and Spread materials as needed	\$1,200.00
BNS Ent	Labor and Donor Coordination	\$500.00
Yavapai-Apache Sand & Rock	ABC Material	\$525.00
Rinker Materials	Base Coarse Materials	\$1,000.00
<b>Total Donations</b>		<b>\$31,176.18</b>



Handicap Relay: 711 or Voice: 1-800-842-4681 TTD: 1-800-367-8939



12/7/2010 3:24:00 PM

## Copper Canyon Trailhead goes to bid this month



By Steve Ayers  
Staff Reporter

**CAMP VERDE** - Almost 20 years after it was first proposed and four years after it was funded, the Copper Canyon trailhead is about to be built.

It will make a lot of people, who have worked very hard, for a long time, quite happy.

"We started out as a small rock. It took us this long to become the big boulder," says local trail advocate, Lynn Reddell.

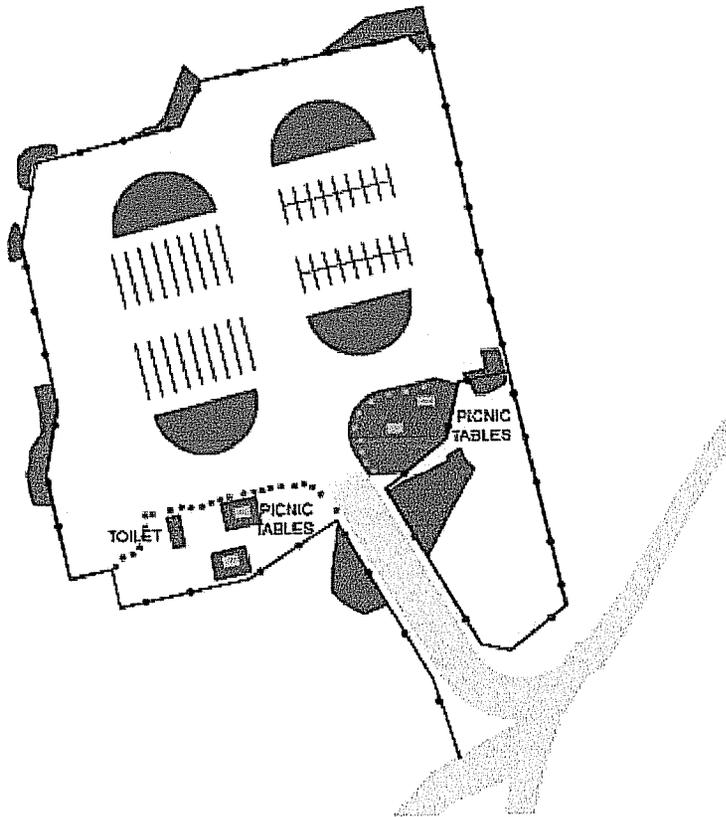
Since 1991, Reddell and an enthusiastic group of trail advocates have pushed the Prescott National Forest to build a trailhead with amenities at the foot of Copper Canyon.

Copper Canyon is the gap through which Interstate 17 enters the valley from the south, and through which many of the early explorers, settlers and military personnel made their way from Prescott to the Verde River.

"The trailhead idea started with a couple of ladies down on their knees drawing up a trail plan," says Reddell. "It has taken a long time to work our way to the top of the list, but it is definitely worth it. I couldn't be happier."

According to Tom Palmer, recreational supervisor for the Verde Ranger District, engineering plans should be finalized by the end of this week and sent out for bid later this month. If all goes as planned, construction should begin no later than February 2011.

As designed, the trailhead will include a restroom, four picnic tables, a compacted gravel parking lot with 11 vehicle-trailer parking spaces and two-dozen vehicle parking spaces, plus landscaping and a perimeter pipe rail fence.



The Copper Canyon Trailhead will be Yavapai County's first multi-use trailhead.

It will be Yavapai County's first multi-use trailhead, built to accommodate motorized vehicles, horseback and foot travel.

The project will cost about \$207,000, with about \$29,000 coming from local contractors that have agreed to donate labor and other services.

Mayor Bob Burnside, who has championed the project and helped see it through to the finish, says he is glad to see that those who agreed to help out four years ago, when times were good, are still on board.

"Given the tough times some of these contractors have seen lately, I can't say enough for their commitment to this project and to the Town," says Burnside. "There are a lot of people who have put a lot of work into this project for a long time. They all deserve a huge thank you from the community."

12



Town of Camp Verde

**Agenda Item Submission Form – Section I**

**Meeting Date:** 6-22-11

- Consent Agenda       Decision Agenda       Executive Session Requested
- Presentation Only       Action/Presentation

**Requesting Department:** Town Manager

**Staff Resource/Contact Person:** Russ Martin

**Agenda Title (be exact):** Discussion, consideration, and possible direction to the Manager to prepare and submit the 2011 Election Ballot for three (3) members to serve on the Board of Trustees for the Arizona Municipal Risk Retention Pool. The candidates for election are Duane Blumberg, Council Member Sahuarita; Alison Zelms, Assistant City Manager, Sedona; James Mannato, Town Attorney, Florence; Kelly Udall, Town Manager – Pinetop-Lakeside; Dean Coughenour, Risk Manager, Goodyear; David Kincaid, Manager, Safford.

**List Attached Documents:** AMRRP Nomination Packet (17 pages)

**Estimated Presentation Time:** 3-5 minutes

**Estimated Discussion Time:** 3-5 Minutes

**Reviews Completed by:**

- Department Head:** Russ Martin       **Town Attorney Comments:** N/A
- Finance Department** N/A

**Fiscal Impact:**

**Budget Code:**      **Amount Remaining:)**

**Comments:**

**Background Information:** As terms expire and/or members leave, the Arizona Municipal Risk Retention Pool holds an election to select members to serve on the Board of Trustees. The three nominees receiving the highest number of votes will serve a four-year term.

**Recommended Action (Motion):** Direct the Town Manager to complete the ballot form with the 3 candidates as determined by Council and to submit the form to the Arizona Municipal Risk Retention Pool no later than the deadline of July 11, 2011.

**Instructions to the Clerk:** Complete the form as directed by Council and send to the AMRRP.

# 2011 Board of Trustees Election Information

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The Annual Members' Meeting of the Arizona Municipal Risk Retention Pool (AMRRP) is Friday, July 15, 2011, 10:00 AM at the League of Arizona Cities and Towns, 1820 W. Washington St., Phoenix, Arizona 85007. At the meeting, Members will vote for Trustees to fill three expiring Board of Trustees positions.

During the meeting, Members may exercise their right to vote in person. However, if Members are unable to attend, pursuant to A.R.S. §10-3708, they may submit their vote on the enclosed ballot and return it (in the enclosed return envelope) to the League of Arizona Cities and Towns, 1820 W. Washington St., Phoenix, Arizona 85007, no later than 5:00 PM, Monday, July 11, 2011. Currently, the quorum requirement (either in person or by ballot) for the Annual AMRRP Member Meeting is one-third of AMRRP's total membership of 75, or 25 Members.

Each Member is entitled to vote for three Trustees, including any candidates whose names you may choose to write in.

- ➔ A ballot marked with more than three choices will not be counted.
- ➔ Ballots must be signed, dated and received by 5:00 PM on Monday, July 11, 2011.
- ➔ The three nominees receiving the highest number of votes will be elected to the Board of Trustees, each for a four-year term.
- ➔ In the event of a tie, AMRRP Members present and voting on July 15, 2011 will vote and break the tie.

The newly elected Trustees will join the Trustees whose (terms) are listed below:

**Jackie Baker, (2010–2014)**  
Councilmember  
Town of Camp Verde

**George Hoffman, (2008–2012)**  
City Manager  
Apache Junction

**Scott Barber, (2009–2013)**  
Administrative Services Director  
City of Casa Grande

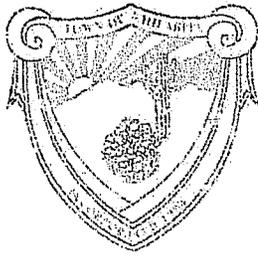
**Lenore Lancaster, (2010–2014)**  
Management Services Director  
Town of Paradise Valley

**Bob Easton, (2009–2013)**  
Safety & Risk Manager  
Town of Oro Valley

**Rudy Rodriguez, (2008–2012)**  
Finance Director/Treasurer  
City of Cottonwood

Biographical information as submitted by the candidate or their city/town is enclosed.





# Town of Sahuarita

## Office of the Town Manager

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May 26, 2011

AMRRP Nominating Committee  
League of Arizona Cities & Towns  
1820 W. Washington Street  
Phoenix, AZ 85007

Dear Nominating Committee Panel:

Council Member Duane Blumberg, Ph.D., will bring his sense of community and good citizenry, as well as his formidable education and time-honored experience, if elected to serve as a Member of the Board of Trustees for the Arizona Municipal Risk Retention Pool.

Council Member Blumberg will provide the AMRRP his commitment to leadership, governance and transparency in all matters that may come before the Board of Trustees. He is a man of honor and integrity. Council Member Blumberg also has the ability, with very little effort, to make those around him feel welcome, important and essential.

I am pleased to nominate Council Member Duane Blumberg for service to the Board of Trustees and offer the following criteria to highlight the many reasons he should be strongly considered to serve on the Board of Trustees.

### **Education**

Bachelor of Science, Mathematics Discipline, University of Louisiana  
Master of Science, Ph.D., Mathematics Discipline, University of Wisconsin

### **Professional & Administrative Experience**

Deputy Secretary, Department of Economic Development, State of Louisiana.

University of Louisiana:

Vice President, Research and Graduate Statistics  
Dean, College of Sciences  
Chairman, Department of Mathematics and Statistics  
Chair, University Council of Deans  
Executive Officer, Faculty Senate  
Chairman, University Athletic Committee and Interim Director of Athletics

University of Texas:

Assistant Professor

**Other Economic Development Positions**

Board of Directors, Enterprise Center of Louisiana, a small business incubator and non-profit enterprise of which the University of Louisiana is part owner.

Board of Commissioners, Lafayette Economic Development Authority, created by the Louisiana Legislature to serve as the lead economic development agency for Lafayette Parish.

Town of Sahuarita Economic Development Commission

**Public Service**

Council Member, Town of Sahuarita Town Council, elected May 2009

**Trustee Responsibilities:**

Council Member Blumberg's role on the Sahuarita Town Council brings many of the same responsibilities as those entrusted to AMRRP Trustees. As a Council Member, he routinely participates in the adoption of policies, rules and procedures for Town staff to administer for the day-to-day operation of the Town of Sahuarita. The Council authorizes the purchase, leasing or renting of any real or personal property deemed necessary and enter into financial and service agreements with other municipalities and governments for grants and loan programs.

Additionally, as a Council Member, Duane participates in the responsibility of overseeing the performance of both the Town Manager and Town Attorney, both of whom serve the Town under contract.

Because of Council Member Blumberg's long-standing economic development background, he is intricately involved with the budget process, budget recommendations, and direction of the Town's financial future to ensure its sustainability for all its citizens.

He makes it a point to avail himself by attending seminars, forums and other events that provide him opportunities to continually hone his already exemplary experience and knowledge regarding economic development and finance.

I have had the privilege of working with Council Member Blumberg beginning with his volunteer service to the Economic Development Commission, and of late, his election to the Sahuarita Town Council. He certainly has been "giving back" to his community with the hope of making it a more prosperous, self-sustaining community for all. If elected, I am confident that he will provide effective stewardship the AMRRP seeks, just like the stewardship Council Member Blumberg currently provides the Town of Sahuarita.

I am available to speak with the Nominating Committee Panel should its members require additional comments, thoughts or information regarding my nomination of Council Member Duane Blumberg. I can be contacted either by phone (520) 822-8816 or by email at [stahle@ci.sahuarita.az.us](mailto:stahle@ci.sahuarita.az.us).

Sincerely,



James R. Stahle  
Town Manager

## Sandy Morari

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**From:** Ken Strobeck  
**Sent:** Tuesday, May 10, 2011 1:55 PM  
**To:** Susan Weiss; Sandy Morari  
**Subject:** FW: Nomination of Alison Zelms to AMRRP Board of Trustees

-----Original Message-----

**From:** Tim Ernster [mailto:TErnster@sedonaaz.gov]  
**Sent:** Tuesday, May 10, 2011 9:08 AM  
**To:** Ken Strobeck  
**Subject:** Nomination of Alison Zelms to AMRRP Board of Trustees

Dear Nominating Committee:

I am nominating Alison Zelms, Assistant City Manager to fill one of the vacancies on the AMRRP Board of Trustees. Ms. Zelms has served as Assistant City Manager of Sedona since 2007. She is responsible for managing Finance, Information Technology, Communications and Arts & Culture. She also is responsible for the City's Health Insurance Program. She has a Masters Degree in Public Administration from Kansas University and is pursuing a career in city management.

Alison has worked in local government in Arizona, Illinois, and Texas for the last ten years. She is very knowledgeable about local government operations, and is an expert in municipal finance and budgeting. She also serves as the Intergovernmental Liaison for the City and has developed excellent working relationships with legislators, mayors and other elected officials.

Alison would be an excellent candidate for membership on the AMRRP Board of Trustees. I strongly recommend her for this position.

Sincerely,

Tim Ernster

Tim Ernster, City Manager  
City of Sedona  
102 Roadrunner Drive  
Sedona, AZ 86336  
Office (928) 204-7127  
Fax (928) 282-5671  
[TErnster@SedonaAZ.gov](mailto:TErnster@SedonaAZ.gov)

## Sandy Morari

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**From:** Ken Strobeck  
**Sent:** Thursday, May 05, 2011 4:36 PM  
**To:** Sandy Morari  
**Cc:** Susan Weiss  
**Subject:** FW: AMRRP Nominations  
**Attachments:** Mannato - bio.doc

---

**From:** Lisa Garcia [mailto:Lisa.Garcia@florenceaz.gov]  
**Sent:** Thursday, May 05, 2011 4:00 PM  
**To:** Ken Strobeck  
**Cc:** Himanshu Patel  
**Subject:** FW: AMRRP Nominations

The Town of Florence would like to nominate James Mannato to serve on the board. I have attached the bio of James Mannato for your consideration.

Lisa Garcia, MMC  
Deputy Town Manager/Town Clerk  
Town of Florence  
PO Box 2670  
Florence, AZ 85132  
(520)

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Pursuant to A.R.S. 39-121, this e-mail and any attachments may be considered a public record subject to public inspection. Please be advised that the public, including news media, may request access to e-mail sent and received pursuant to the Arizona Public Records law and the Freedom of Information Act.

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- Website: <http://www.florenceaz.gov>

Disclaimer # 6955-149

JAMES E. MANNATO  
FLORENCE TOWN ATTORNEY  
P.O. Box 2670  
Florence, AZ 85132  
520-868-7557  
james.mannato@florenceaz.gov

**BIO:**

**Name:** James E. Mannato  
**Birthplace:** New York, N.Y.

**Occupation:** Florence Town Attorney  
**Hire Date:** 2-1-03

**Admitted to AZ Bar:** 8-14-97  
**Admitted to CA Bar:** 12-20-91

**J.D.** California Western School of Law, San Diego, CA  
Class of '91

**B.A.** Hofstra University, Hempstead, N.Y.  
Class of '80

**Practice Areas:**

**Current:** Municipal / Government

**Prior:** Criminal Defense  
Areas: DUI, Felony Criminal, Death Penalty

Personal Injury  
Areas: Motor Vehicle  
Motorcycle / Major lower extremity injuries (knee, foot, ankle)

**Outside Interests:** Jazz, motorcycles, cooking, fitness

April 7, 2011



To Whom It May Concern: Celebrate the Seasons

I would like to nominate Kelly Udall to continue to serve on the Board of Trustees for our Municipal Risk Retention Pool. For the past 3 years I have served as Mayor of the Town of Pinetop-Lakeside with Kelly as the Town Manager. Kelly would like to seek a 4th term on the Board and I heartily support this effort. I have every confidence in Kelly's ability to represent not only my community but yours as well in a solid and professional manner. Kelly has been working in local government for over 18 years in various capacities including Administrative Services Director for Routt County Colorado and the Town of Payson Arizona, City Manager for Federal Heights in Colorado and most recently as Manager for the Town of Pinetop-Lakeside where he has worked for the last 6 years.

Kelly has a unique ability to bring to the Board expertise not only as a Town Manager but also with many years experience as Administrative Services Director for the Town of Payson in which he worked among other things as their Risk Manager and Personnel Director. In this capacity Kelly became intimately involved on a daily basis with liability as well as worker's compensation insurance issues. Kelly understands how liability and Worker's compensation insurance works and how it applies to municipal government.

Kelly received his Bachelor's degree from Arizona State University and his Master's degree from the University of Colorado. He has received several professional certifications including Certified Public Manager (CPM) from Arizona State University, International Personnel Manager's Association Certified Professional (IPMA-CP) and a Certificate of completion from Harvard University's prestigious John F. Kennedy School of Government for Senior Executives program.

Kelly has been married to his wife, Marianne, for 21 years and has 5 lovely and lively children ranging in age from 11 - 21, all of whom are very active in community sports, musical events, college and whatever else they can find to enroll themselves in. Kelly is a 4<sup>th</sup> generation Arizonian whose great-grandfather settled the Town of Eagar which bears his name.

I strongly urge you to consider Kelly as a unique talent with practical experience and remarkable expertise for the AMRRP Board of Trustees.

Sincerely,



Luke Smith

Mayor Town of Pinetop-Lakeside

Georgia Lord  
Mayor

MAY 27 2011



May 26, 2011

AMRRP Nominating Committee  
League of Arizona Cities and Towns  
1820 West Washington Street  
Phoenix, Arizona 85007

Dear Nominating Committee:

The City of Goodyear would like to place into nomination Dean Coughenour, Risk Manager of the City of Goodyear, for an AMRRP Trustee position.

Mr. Coughenour is past president and serves on the Arizona Public Risk Managers Association, (PRIMA). In addition, he is past chair and serves on the City of Scottsdale Loss Trust Fund Board, the Arizona Small Business Associations Safety Committee, the National Public Risk Managers Association Leadership Development Committee and heads the Risk Management program for the City of Goodyear. Mr. Coughenour has spoken frequently on the subject of financial stability of Risk Management programs on both a local and national level.

I believe Mr. Coughenour's extensive experience in managing litigation, safety programs and board experience would be of benefit to the Arizona Municipal Risk Retention Pool.

I appreciate you giving due consideration to his nomination.

Sincerely,

Georgia Lord  
Mayor

Office of the Mayor  
190 N. Litchfield Rd., Goodyear, AZ 85338  
623-932-3910 • Fax 623-932-1177 • 1-800-872-1749 • TDD 623-932-6500 • [www.goodyearaz.gov](http://www.goodyearaz.gov)





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Georgia Luster, City Clerk  
717 W. Main Street  
P.O. Box 272  
Safford, AZ 85548  
Phone: (928) 432-4001  
Fax: (928) 348-3111  
Email: [gluster@ci.safford.az.us](mailto:gluster@ci.safford.az.us)

May 23, 2011

AMRRP Nominating Committee  
League of Arizona Cities and Towns  
1820 West Washington Street  
Phoenix, AZ 85007

Dear Nominating Committee:

The City of Safford nominates David Kincaid, City Manager, to a position on the AMRRP Board of Trustees. David has served as City Manager since October, 2008. Prior to his service to the City, David was a Development Consultant for twelve years and spent nine years as an Economic Development Specialist in Yuma and Peoria. David's employment interest has come full circle as he was a City Manager in Douglas, AZ in the middle and late 1980's. His experience in development and municipal operations will be an asset to the "pool."

Your consideration is appreciated.

Sincerely,

Georgia Luster, MMC  
City Clerk

Arizona  
Municipal  
Risk  
Retention  
Pool

# Approval of Minutes

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## 2010 Annual Members' Meeting

Please complete this form to accept or reject the minutes from the Annual Members' Meeting held July 16, 2010. For the Annual Meeting minutes to be approved, a majority of votes cast must be "YES".

I have read the minutes for the Annual Members' Meeting held on July 16, 2010 and hereby approve them as written.

YES  NO

X

Voting Designee Signature

City/Town

Date

This form must be received by the League of Arizona Cities & Towns  
1820 West Washington, Phoenix, Arizona 85007  
By 5:00 PM Monday, July 11, 2011  
[kstrobeck@azleague.org](mailto:kstrobeck@azleague.org) / Fax: 602-253-3874



Annual Members' Meeting  
Minutes  
July 16, 2010

League of Arizona Cities & Towns 1820 West Washington St., Phoenix, AZ 85007

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The Annual Members' meeting of the Board of Trustees of the Arizona Municipal Risk Retention Pool (AMRRP), an Arizona non-profit corporation, was called and held on July 16, 2010, at the League of Arizona Cities and Towns, Phoenix, Arizona.

**Trustees present:**

Barber, Scott, <i>Secretary/Treasurer</i>	◆ City of Casa Grande
Duncan, Gary	◆ Town of Queen Creek
Lancaster, Lenore	◆ Town of Paradise Valley
Rodriguez, Rudy, <i>President</i>	◆ City of Cottonwood
Udall, Kelly	◆ Town of Pinetop-Lakeside
Williams, Teresa	◆ City of Globe

**Trustees absent:**

Easton, Bob	◆ Town of Oro Valley
Hoffman, George, <i>Vice President</i>	◆ City of Apache Junction
Poe, Jean	◆ City of Surprise

**Advisors present:**

Sims, William J., III	◆ Moyes Sellers & Sims
Strobeck, Ken	◆ League of AZ Cities & Towns

**Administrator present:**

Adams, Dave	◆ Southwest Risk Services
Bantel, Ed	◆ Southwest Risk Services
Gill, Jim	◆ Southwest Risk Services
Moan, Bruce	◆ Southwest Risk Services
Moore, Elizabeth	◆ Southwest Risk Services
Weiss, Susan, <i>Recorder</i>	◆ Southwest Risk Services

**Guests present:**

Baker, Jackie	◆ Town of Camp Verde
Barber, Debbie	◆ Town of Camp Verde
Brown, Carol	◆ Town of Camp Verde
Kriegh, Julie	◆ City of Surprise



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**1. Call to Order – Welcome Members to the Annual Members' Meeting**

President Rudy Rodriguez called the meeting to order at 10:03 AM and welcomed Jackie Baker, Debbie Barber and Carol Brown from the Town of Camp Verde and Julie Kriegh from the City of Surprise.

**2. Approval of Annual Members' Meeting Minutes**

Ken Strobeck reported ballots for the approval of Minutes from the July 17, 2009 Annual Members' Meeting were reviewed and tallied by staff of the League of Arizona Cities & Towns. There were 33 votes to approve the Minutes and none opposed.

**3. Election of Board of Trustees**

Ken Strobeck reported that 42 election ballots were received and there were no duplicates. Lenore Lancaster and Jean Poe were both re-elected to serve four-year terms.

President Rodriguez expressed his appreciation to Jackie Baker, Council Member, Town of Camp Verde for her willingness to serve on the Board of Trustees.

President Rodriguez congratulated Lenore Lancaster on her re-election to the Board. Jean Poe was not present.

**4. Member Inquiries**

There were no member inquiries.

**5. Administrator's Report**

Dave Adams reported that over the past year, in Bruce Medvec's absence, the Administrator was able to maintain continuity in the Pool's operations. Mr. Adams stated that he has assumed the position of President of Southwest Risk Services. With his experience and expertise, he and the SWRS team will continue to find ways to enhance Pool operations in 2010 and beyond.



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Highlights of 2009 included:

- 100% Member retention in the P&C line.
- The workers' compensation line also had 100% Member retention in addition to adding three new Members: the City of Casa Grande, City of Show Low and the Town of Star Valley. Mr. Adams stated that early in 2010, the Arizona State Legislature passed legislation that will make SCF Arizona a mutual insurance company effective January 1, 2013. Mr. Adams expects that its rates will increase and SCF will focus on expansion to other states.
- A workers' compensation claim audit was recently performed by the AMRRP's excess workers' compensation carrier, Safety National, with very favorable results on the Administrator's handling of AMRRP claims. Safety National advised the Administrator that based on those results, the AMRRP is one of Safety National's top performers in the country.
- There were 15 LUAL referrals and 138 PAL referrals in 2009
- As of December 31, 2009, Member surplus was approximately \$30,000,000. A \$2,800,000 Member dividend was approved at the May 21, 2010 Board of Trustees meeting. As of May 31, 2010, Member surplus is approximately \$31,000,000 after accounting for the dividend.

**6. Adjournment**

A motion to adjourn the 2010 AMRRP Members' Meeting at 10:10 AM was made by Lenore Lancaster, seconded by Scott Barber and unanimously carried.

Arizona  
Municipal  
Risk  
Retention  
Pool

## Meeting Notice

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### Annual Members' Meeting & Board of Trustees Election

**Friday, July 15, 2011  
10:00 AM**



**League of Arizona Cities & Towns  
1820 W Washington St  
Phoenix, Arizona, 85007  
(602) 258-5786**

**Members & Nominees  
are encouraged to attend!**

# 2011 Annual Members' Meeting Agenda

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Friday, July 15, 2011  
10:00 AM

League of Arizona Cities & Towns  
1820 W. Washington Street, Phoenix, AZ 85007  
(602) 258-5786

- |   |                               |
|---|-------------------------------|
| 1. <b>Call to Order</b><br>Welcome Members and guests to the 2011 Annual Members' Meeting.  | Rudy Rodriguez<br>No Action   |
| 2. <b>Approval of Annual Member Meeting Minutes - 2010</b><br>Ballots for the approval of Minutes from the July 16, 2010 Annual Members' Meeting will be reviewed and tallied. Members present at the meeting who did not elect to vote by mail/fax ballot may vote in person at this time. | Rudy Rodriguez<br>Action Item |
| 3. <b>Election of Board of Trustees</b><br>Ballots for the election of Trustees will be reviewed and tallied. Members present at the meeting who did not elect to vote by mail/fax ballot may vote in person at this time.  | Ken Strobeck<br>Action Item   |
| 4. <b>Member Inquiries</b><br>The Board will be available to respond to Member inquiries regarding the Pool's operation.  | Rudy Rodriguez<br>No Action   |
| 5. <b>Administrator's Report</b><br>The Administrator may update Members present regarding the Pool's operation.  | David Adams<br>No Action      |
| 6. <b>Adjourn</b>   | Rudy Rodriguez<br>Action Item |

Individuals with disabilities may request a reasonable accommodation by contacting  
Susan Weiss at Southwest Risk Services (888) 309-4339 x 6613

4 13



Town of Camp Verde

**Agenda Item Submission Form – Section I**

**Meeting Date:** 6-22-11

- Consent Agenda       Decision Agenda       Executive Session Requested
- Presentation Only       Action/Presentation

**Requesting Department:** Clerk's Office

**Staff Resource/Contact Person:** Debbie Barber

**Agenda Title (be exact):** Discussion, consideration, and possible approval of Resolution 2011-847, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving and adopting the Town of Camp Verde Housing Rehabilitation Program Guidelines, as revised.

**List Attached Documents:** Housing Rehabilitation Program Guidelines (35 pgs)

**Estimated Presentation Time:** 5 minutes

**Estimated Discussion Time:** 5 minutes

**Reviews Completed by:**

- Department Head:** Debbie Barber       **Town Attorney Comments:** N/A
- Finance Department** N/A

**Fiscal Impact:**

**Budget Code:** \_\_\_\_\_ **Amount Remaining:** \_\_\_\_\_

**Comments:**

**Background Information:** The Town recently received a HOME Grant in the amount of \$100,000 for housing rehabilitation. A condition of the receiving the grant was that the Program Guidelines had to be updated to reflect current laws and policies of the Arizona Department of Housing (ADOH). ADOH has approved the revisions and the document is now before Council for approval.

**Recommended Action (Motion):** move to approve Resolution 2011-847, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving and adopting the Town of Camp Verde Housing Rehabilitation Program Guidelines, as revised.

**Instructions to the Clerk:** Process Resolution 2011-847

**Agenda Item Submission Form – Section II (Staff Report)**

**Town of Camp Verde**

**Agenda Item Submission Form – Section II (Staff Report)**

**Department:** Clerk's Office

**Staff Resource/Contact Person:** Debbie Barber

**Contact Information:** ext. 107; [debbie.barber@campverde.az.gov](mailto:debbie.barber@campverde.az.gov)

**Background:** The Council approved the Town's first Housing Rehabilitation Program Guidelines (HRPG) in 1992. This document permitted the Town to use CDBG funds as seed money to fund a Revolving Loan Fund program with the intent that the program could become self-sustaining and available to serve our community's housing needs. The HRPG has been revised several times throughout the years to reflect changing legislation and housing needs. The changes before you now are those required by the Arizona Department of Housing. Please note on page 24 that a section has been added that addresses foreclosed or recaptured properties, which the HRPG failed to include in previous editions.

**Statement of the Problem or Opportunity:**

The Town received a \$100,000 grant from the Arizona Department of Housing (ADOH) for housing rehabilitation projects. The ADOH required revisions based on new HUD guidelines before the Town could receive the funding. Bringing the HRPGs into compliance with HUD guidelines afforded us the opportunity to address many housing concerns that had not been considered previously. This strengthens our Housing Program and places the Town in a better position for future HOME and/or CDBG funding.

**Alternatives/Options/Solutions:**

The alternative to keeping the HRPG as is, is that the Town would then be ineligible to receive the \$100,000 grant that has been set aside for rehabilitation projects. Further, failure to bring the HRPG into HUD compliance would likely impact our ability to receive future grants.

**Comparative Analysis:**

N/A

**Fiscal Impact to the Town:**

N/A

**Other Impacts:**

Since its inception, the Town's Housing Program has provided assistance to 41 families, improving substandard living conditions and revitalizing neighborhoods throughout the Town. This funding will provide for 2 to 3 new projects, as well as provide a homeownership opportunity for a qualified family.

***Conclusion:***

Staff believes it is in the best interest of the Housing Program to approve the revised HRPB in order to receive the grant funding that has been set aside for the Town.

***Recommendation:***

Move to approve Resolution 2011-847.



**RESOLUTION 2011-847**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL  
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,  
APPROVING AND ADOPTING THE TOWN OF CAMP VERDE  
HOUSING REHABILITATION PROGRAM GUIDELINES AS REVISED.**

**Whereas,** the Mayor and Common Council of the Town of Camp Verde is desirous of undertaking attainable housing development activities; and

**Whereas,** the Mayor and Common Council of the Town of Camp Verde approved and adopted the amended Housing Rehabilitation Program Guidelines (HRPG) on May 28, 2008; and

**Whereas,** the 2008 HRPG met the requirements of the State of Arizona Department of Housing; and

**Whereas,** the State of Arizona Department of Housing administers the State Housing Fund Program and the Town has applied for and plans to continue to apply for State Housing Funds to develop attainable housing projects; and

**Whereas,** the State Housing Fund requires that State Housing Funds benefit low-income households; and

**Whereas,** a recipient of State Housing Funds is required to comply with program guidelines, State and Federal Statutes and regulations; and

**Whereas,** the Town of Camp Verde Housing Commission has reviewed and approved the revised HRPG,

**NOW THEREFORE, BE IT RESOLVED THAT THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE** approves and adopts the 2011 Housing Rehabilitation Program Guidelines as Revised, and that the Mayor and Common Council of the Town of Camp Verde will comply with all State Housing Fund Program Guidelines, State and Federal Statutes and regulations applicable to the State Housing Fund Program (HOME program and/or State Housing Trust Fund).

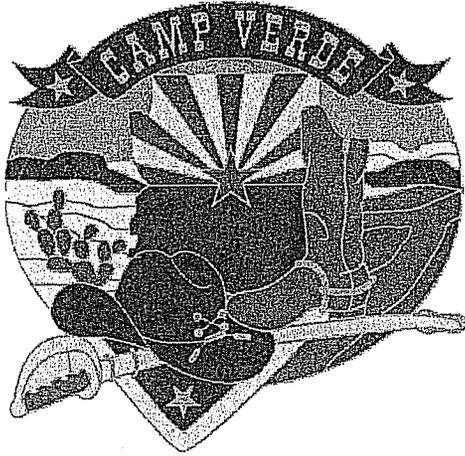
\_\_\_\_\_  
Bob Burnside, Mayor

Attest:

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

Approved as to form:

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



Town of Camp Verde  
Housing Rehabilitation Program Guidelines

*May 2011*



## INTRODUCTION

As implied by its title, the Housing Rehabilitation Program provides for one of our most basic human needs, housing. The preservation and development of adequate and affordable housing are fundamental concerns of Camp Verde elected and appointed public officials and our residents. The Camp Verde Housing Strategy identifies housing quality and affordability as two of Camp Verde's most compelling housing needs.

Historically, Camp Verde has provided housing rehabilitation projects through Community Development Block Grants (CDBG), HOME Investment Partnerships Program (HOME), and Housing Trust Funds (HTF). These projects have resulted in improvements to approximately 50 owner-occupied homes located within the Town limits of Camp Verde. Funding awards also permitted the development of innovative projects such as the Mobile Home Replacement Program that replaced twenty substandard units throughout Camp Verde.

In 1998, the Mayor and Council of the Camp Verde used \$295,750 of CDBG funds as seed money to fund a Revolving Loan Fund Program (RLF). The RLF provides a means in which the Rehabilitation Program could continue to provide housing-related services on an on-going basis.

To ensure the success of this program Camp Verde approached the Arizona Department of Housing for assistance to develop RLF Program Guidelines and to prepare a strategy that addressed current and future housing needs.

## MISSION

The decision to develop guidelines for the Housing Rehabilitation Program (Program) is a culmination of prior programs, as well as current and future housing needs of the Town of Camp Verde. The mission of the Housing Rehabilitation Program is to provide continuing assistance in the areas of housing, housing maintenance, and financial management through various avenues such as funding, technical assistance, and educational opportunities. The mission will assist Camp Verde's low to moderate-income families regardless of race, color, religion, sex, handicap, familial status, or national origin to improve their standard of living by acquiring housing that is safe, decent and affordable.

A proactive approach involving continuing research and establishing a source of various funding sources will ensure the success of this mission.

## NEED

Incorporated in 1986, Camp Verde is a small rural community located in the scenic Verde Valley of Yavapai County, Arizona. Community involvement with the development of the General Plan gives credence to the residents' desire to retain Camp Verde's "small town" rural western character. Residents hope to direct future growth in such a manner as to avoid many of the larger metropolitan concerns such as high crime rates, pollution, etc., through the development of comprehensive plans and programs to ensure open space and to maintain our identity.

Substantial growth occurred with an astonishing 63.26% increase in population between 1980 and 1990, and another 51.4% between 1990 and 2000. The growth rate has remained high at an estimated 14% through 2005. The most recent 2005 Department of Economic Security (DES) Population Technical Advisory Committee (POPTAC) figure estimates a Camp Verde population of 10,730, well above prior population projections. Camp Verde currently represents 5.6% of the population of Yavapai County.

Camp Verde and Yavapai County have a significantly higher percentage of households earning under \$15,000 per year than the state as a whole. The state has 15% of its households in this income range, while Camp Verde is at 18.2% and Yavapai County is at 17.1%. People within this income range are often challenged to find adequate housing due to the lack of housing choices and availability. The persons most likely to live in poverty in Camp Verde are those between the ages of 25 and 34. Within this segment of the population, 14.0% of persons live below the poverty level. Perhaps the most remarkable in regards to this age group is that this segment of the population is the most likely to be gainfully employed. This segment is also the most likely to have children under five years of age. More than one in four children in Camp Verde lives below the poverty level.

A survey conducted by Town staff in September 1998 indicated that 27% of the housing stock is substandard and in need of either rehabilitation or replacement. This condition is due primarily to the fact that the majority of the housing stock was constructed before the adoption of the Uniform Building Code (UBC) in 1994. Within the Town Site Area, 32% or 162 structures of the 508 structures surveyed need rehabilitation and 13% or 66 structures need complete replacement. The cost of new home construction is often less than the cost to purchase existing housing and make required improvements. It is evident that the availability of safe, decent and affordable housing for the Camp Verde low to moderate-income population is critically deficient and continuing to decline.

## GOALS

The goals on which the Housing Rehabilitation Program (Program) should focus have been identified as the following:

- 1) The primary goal of the Program is to assist very low, low, and moderate-income homeowners in improving their standard of living through housing rehabilitation. The Program will provide the opportunity for safe, decent and affordable housing.
- 2) Improve and preserve the quality and appearance of the housing stock and the overall environment in the community.
- 3) Make accessible various funding sources such as repayable loans, conditional deferred payment loans, forgivable loans, or a combination of loans.

## OBJECTIVES

The following objectives will ensure that Program goals are met, as well as provide benchmarks in which to determine the progress of the Program.

- 1) Secure a variety of funding sources to allow the implementation of a comprehensive housing rehabilitation program to bring all eligible properties into compliance with all adopted Town codes.
- 2) Provide technical assistance that shall encompass the following:
  - a. Home ownership responsibilities
  - b. Financial management to include budgeting to provide for items such as home maintenance, property taxes and insurance, as well as address savings needs for the client's long term goals
  - c. Energy conservation
  - d. Home and property maintenance
  - e. Counseling services to include coordination of and referrals to various sources and agencies that will address issues such as loan funding, job skill training, credit counseling, etc.
- 3) Encourage collaboration between the Town, Camp Verde Unified School District, Yavapai College, Yavapai-Apache Tribe and the Camp Verde Adult Reading Program, as well as suggesting the use of alternative learning sites.
- 4) Bring code enforcement activities in conjunction with rehabilitation services as an educational process to remove health and environmental hazards, and promote cleanliness and pride of ownership.
- 5) Develop and offer continually revolving funding resources and programs that facilitate the means to rehabilitate homes that will maintain their value and preserve neighborhoods that are safe, pleasant and attractive.
- 6) Develop partnerships with local builders, businesses, Habit for Humanity, manufactured housing dealers and/or industry representatives to create incentives for participation in the Housing Rehabilitation and Replacements Programs.
- 7) Provide referral services to various agencies offering assistance in the area of housing for those who do not qualify for assistance within the program guidelines.

## TOOLS

Goals and objectives can be properly implemented and accomplished by having the following available:

- 1) Properly trained rehabilitation services personnel to provide assistance from initial contact through completion of the work and loan services.
- 2) Properly trained code enforcement officials to serve as a liaison for all available programs, as well as beautification/environmental tasks.

- 3) Funds from a variety of sources, primarily: Housing and Urban Development (HUD), CDBG, HOME, Camp Verde Revolving Loan Fund, Rural Development Administration (RDA), etc. Any rehabilitation project may have one or any combination of funds/components to accomplish the goal of providing safe, decent, and affordable housing. Note: Any and all funds are subject to availability and conditions described by the funding source. Additional funds not described may become available from time-to-time and will be disbursed as prescribed by the funding source.

## SECTION I - PROGRAM

### ELIGIBLE BENEFICIARIES

- ✓ Beneficiaries ~~shall not have~~ will have an annual household income that ~~does not exceeds~~ 80% of the area median income adjusted by family size. The household must be income eligible at the time the rehabilitation commitment is made to the homeowner. Income will be determined and verified per CDBG/HOME guidelines.
- ✓ The Program shall assist any income-qualified person, elderly, handicap, single head of household, and families with children, within the designated area regardless of race, color, religion, sex, handicap, familial status or national origin.
- ✓ The property must be owner-occupied for at least twelve (12) months prior to rehabilitation and the owners must certify that the property is their primary and only residence.
- ✓ The successful applicant will have the ability to repay the mortgage(s) and maintain property insurance and taxes at all times. This will be verified through a credit report and direct contact with the mortgage holder, utility companies, banks, etc.
- ✓ In cases where there is no repayment capacity due to limited income, the applicant may be eligible to receive a conditional deferred payment or forgivable loan. However, the applicant must continue to demonstrate the capacity to keep current property taxes, which will likely increase due to improvements, and maintain insurance at all times.
- ✓ The personal assets of the applicant, excluding furnishings and two automobiles, may not exceed \$15,000 (home is not included in personal asset total). If this amount is exceeded, the applicant shall contribute the surplus to the rehabilitation project thus reducing the Town's contribution dollar for dollar. The asset value will be determined and verified per CDBG/HOME guidelines.

### INELIGIBLE BENEFICIARIES

- ✓ Applicants whose loan-to-value and or debt ratio exceed Program limits are not eligible until those issues are brought into compliance. Every effort will be made to provide referrals and assistance to the applicant to bring ratios into compliance. Once loan-to-value and or debt ratio meet program limits, the applicant may then reapply for acceptance into the Program.

- ✓ Applicants who have excessive derogatory credit history may be ineligible. Every effort will be made to provide referrals and assistance to the applicant to mitigate credit problems. An applicant may reapply after one year of showing that he or she has made timely payments in an attempt to mitigate derogatory credit or other issues.

#### PRIOR DENIAL

Before submitting a Housing Rehabilitation Loan Application to the Town of Camp Verde Housing Director, applicants must first make application to and be denied a loan by a lending institution. Evidence of a recent loan denial (within six months) must be submitted with the loan application.

#### ELIGIBLE ACTIVITIES

- ✓ **Reconstruction:** when the cost to rehabilitate the existing housing unit is in excess of the unit's resale value, including proposed improvements, then reconstruction option is eligible. [For example, a unit worth \$50,000 that requires \$30,000 to rehabilitate results in an \$80,000 mortgage. However, the \$30,000 investment to bring the home to minimum standards did not increase the home's value, resulting in an \$80,000 mortgage on a home that can be sold for \$50,000.]

Reconstruction is eligible to the extent that the replacement unit will be situated on the same property as the existing unit and the replacement unit is substantially the same as the existing unit, except when a larger or smaller unit is necessary to comply with property standards, zoning, or ordinances. Reconstruction includes replacement of existing mobile homes or manufactured housing. The unit being replaced must be demolished and removed from the property receiving assistance.

- ✓ **Refinancing:** is eligible only IF the refinancing will result in a lower overall housing cost than would result from any other combination of loans. Refinancing will be considered only in conjunction with a rehabilitation project and if funding is available.

#### ELIGIBLE PROPERTIES

- ✓ Eligible properties must be located within the incorporated limits of the Town of Camp Verde.
- ✓ Properties must be located outside of floodway and floodplain areas that require hydrology studies and additional construction to mitigate potential flooding and/or flood damage.
- ✓ The property must be owner-occupied for at least 12 months, and beneficiary must certify that the property is and will continue to be occupied as their principal and only residence throughout the loan period.
- ✓ The home must be suitable for rehabilitation under the time and monetary constraints of the Program.

- ✓ The maximum level of Rehabilitation Assistance shall not exceed the Federal Housing Administration (FHA) 203(b) insuring limits for Yavapai County, either prior to or after rehabilitation. The post rehabilitation value will be determined by taking the assessed value of the property prior to rehabilitation and adding the amount of rehabilitation funds contributed to the project for a total post-rehabilitation value. Each case file will document the basis for value estimates.
- ✓ Funds will not be granted for a property with the potential for repossession, pending judgments or bankruptcy. Eligibility will be based solely on the ability of the homeowner to pay, rather than the current balance on the first mortgage, except that the dollar amount put into the property added to the existing mortgage amount cannot exceed the current resale value of the property.

## ELIGIBLE PROPERTY TYPES

The following property types are eligible:

- 1) Single-family housing units
- 2) Condominium housing units
- 3) Manufactured Housing only if the completed unit will be:
  - a. Placed on a permanent foundation and connected to permanent utility hookups.
  - b. Is located on land that is held in a fee-simple title, or a long-term ground lease with a term of at least 99 years.
  - c. Meets construction standards in Federal Manufacture Home Construction and Safety Standards (24 CFR 3280), if manufactured after June 15, 1976.

## INELIGIBLE PROPERTIES

Ineligible properties are those that do not meet the aforementioned eligibility requirements.

## ELIGIBLE FORMS OF OWNERSHIP

- ✓ Fee Simple title to the subject property, or
- ✓ A 99-year leasehold on the property

## INCOME LIMITS

Income eligibility for loans, grants or Conditional Deferred Payment Loans (CDPL) is as follows:

**CDBG:** up to 80% of Area Median Income

**HOME:** up to 80% of Area Median Income

## TYPES OF RESOURCES

One of the goals of the Program is to achieve a continual source of financial resources and programs as a means to rehabilitate homes. To achieve this goal, Camp Verde provides the following loan resources:

✓ **Repayable Loans**

Repayable loans are made available to applicants with repayment ability. Repayment ability is determined through underwriting. (See Section II) All loans must be repaid over a period of ten (10), fifteen (15), or twenty (20) years, depending upon repayment ability, and will bear simple interest ranging from 0% to 3% at an annual rate. There is no pre-payment penalty. Loan repayment terms are specified in the promissory note. Loan funds are secured by a deed of trust.

Interest rates shall be based on the HUD Low and Moderate Income Limits for Yavapai County, adjusted per family size as follows:

- 70% to 80% of Area Median Income (AMI) shall pay not less than 3%
- 60% to 69% of AMI shall pay not less than 2%
- 50% to 59% of AMI shall pay not less than 1%
- Less than 50% of AMI shall receive zero 0 % interest rate loans

✓ **Conditional Deferred Payment and Forgivable Loans (CDPL)**

Depending upon the availability of funds, the CDPL are made available to applicants with no repayment ability. Repayment ability is determined through underwriting. (See Section II.) CDPL are secured by a deed of trust and promissory note, both of which are released at the end of fifteen (15) years and one month, provided the loan recipient has satisfied all loan conditions. The CDPL bears no interest.

✓ **Combinations of Loan Resources**

In the event limited repayment ability is evidenced by loan underwriting (See Section II), a combination of amortizing and CDPL resources may be made available.

✓ **Minimum & Maximum Loan Amounts**

The minimum loan amount is \$5,000 and the maximum loan amount is \$100,000. When less than \$5,000 in rehabilitation is needed, Camp Verde will utilize the CDPL option. Projects that exceed the maximum loan amount are deemed ineligible for the Program. However, the Council may elect to make revisions to the minimum/maximum amounts from time-to-time. Program revisions are approved by Council Resolution.

✓ **Exceptions to the Maximum Allowed**

The maximum investment for each project is stipulated under each grant program from which the funding is expended. This maximum might change with each funding source or year. However, under no circumstance will the maximum per unit investment exceed that which is determined by the 221(d)3 limits based on the number of bedrooms, nor can the after-rehabilitation value exceed 95% of the FHA 203(b) insuring limits for single family properties.

✓ **Conflicts of Interest**

In accordance with Town policy and State and Federal guidelines, employees at all levels shall be free from any interest, influence, or relationship that might conflict or appear to conflict with the best interest of the Town. The existence of an actual or potential conflict of interest depends on specific facts applied to either Town policy and or state laws governing conflicts of interest. In any uncertain situation, the employee should protect him or herself by immediately discussing the matter fully and frankly with the appropriate supervisor. Where there is any further doubt concerning conflict, the specific facts should be noted in writing and sent to the Town Manager for resolution. The continuing requirement to disclose serves to inform the Town, and at the same time, protects the employee from the harmful effects of any subsequent revelation of activities, associations or interests that might constitute a prohibited conflict of interest.

## SECTION II - APPLICATION PROCESSING

### BRIEFING

Briefing meetings are held at times and locations convenient and accessible to the general public. Potential applicants that have conflicts with scheduled briefings may request an individual briefing. Individual briefings will be scheduled only for those with work schedule conflicts, or those requesting a reasonable accommodation. Less than 10% of Camp Verde's population is non-English speaking. Thus, briefings, advertisements, etc. are unavailable in a language other than English. An interpreter may be made available if the applicant so requests. When a potential applicant is married or will otherwise have a co-applicant, both the applicant and co-applicant are encouraged to attend the briefing. Potential applicants are requested not to bring children to the briefing. Childcare is not provided.

### PRIOR DENIAL

Prior to submitting a housing rehabilitation loan application to the Town, applicants must first make application to and be denied a loan by a lending institution. Evidence of recent loan denial, within six (6) months, must be submitted with the loan application.

### ASSISTANCE WITH COMPLETION OF APPLICATION

The Program Administrator (Adminstrator) ~~The Housing Director Administrator~~ will review each application for completeness and provide additional guidance as necessary. Incomplete applications will be placed in a pending file, and will not be further processed until the applicant provides required information and or documentation.

Applicants with disabilities or those requiring assistance with application completion must contact the ~~Housing Director~~ the Administrator at least five (5) days in advance of scheduled meetings or briefings.

## ACCEPTANCE OF APPLICATION

Applications are accepted on a periodical basis, as advertised. ~~The Administrator~~ The Housing Director, with assistance from support staff, mails or makes available program applications to eligible beneficiaries. Potential ~~a~~ Applicants are required to attend a briefing meeting that explains the parameters of the Program, prior to receiving a program application.

The program application is accompanied by a brief explanation of the program and a list of materials and supporting documentation that must be brought to the ~~Administrator~~ Housing Director ~~Administrator~~ for application submittal. During the briefing meeting, the applicant may schedule an appointment with the ~~Housing Director~~ Administrator for application submittal or to review the application for completeness and to receive additional guidance if needed.

Incomplete applications will be placed in a pending file, and will not be further processed until the applicant provides required information and or documentation.

## ELIGIBILITY DETERMINATION

The ~~Housing Director~~ Administrator will review each application to determine eligibility based on eligibility requirements.

## PROGRAM ELIGIBILITY

ELIGIBILITY REQUIREMENTS: Program Eligibility is based on the following:

- ~~1)~~ 1. Residential unit located within the Town limits or in a targeted area of Camp Verde that is owned and occupied by a full-time, permanent resident. Owner-occupant of residential unit located within Town limits. Evidence will include a limited title search, Motor Vehicle Department (MVD) Title (for manufactured housing), and certification of principal residency.
2. The applicant must earn no more than 80% of the AMI. Applicants must have a verifiable income as indicated by the State of Arizona – State Housing Fund program income limits for very low-, low-, and moderate-income families. (Limits are updated annually.)
3. The current owner must have occupied the residence for at least one (1) year prior to program entry. The property must be located within the Camp Verde Town limits or within a targeted area.
4. Households apply for funding must meet one of the following criteria:
  - a) Elderly (62 years of age or older)
  - b) Disabled (a legally recognized physical/mental/emotional condition that limits the performance of daily living skills)

c) Have minor children (17 and under) that are related to the head of household that is living in the residence.

4.5. Residential unit Property must be feasible for capable of rehabilitation within the parameters of the Program. Evidence will be based on preliminary inspections by the Building Official Community Development staff.

6. Applicant must:

a. Provide evidence that the applicant has owned and occupied the residence for at least one year prior to entrance into the Program.

b. Provide evidence of verifiable income, bank statements, etc.

c. Provide evidence that utilities, taxes, and homeowner's insurance payments are current.

5.7. Have the aAbility to repay (see Loan Underwriting) and loan qualification if funded with Revolving Loan Fund monies:

a. 70 to 80% of AMI, capable of repaying 100% of the loan amount at 3% interest.

b. 60 to 69% of AMI, capable of repaying 100% of the loan amount at 2% interest.

c. 50 to 59% of AMI, capable of repaying 100% of the loan amount at 1% interest.

d. Less than 50% of AMI, capable of repaying 100% of the loan amount at 0% interest.

#### INELIGIBLE ELEMENTS

1. Properties with non-conforming zoning; properties located in the 100-year flood zone or flood fringe;
2. Properties with open, unresolved building code or compliance issues.
3. Homeowners that are unwilling to follow the Program Guidelines.
4. Properties in which the lender refuses to permit additional liens on the property or that refuse to allow improvements to the financed structure.
5. Properties that are in imminent danger of foreclosure due to past due payments, delinquent property taxes, or judgments.
6. Mobile homes that were constructed before June 1976 are not eligible to receive housing rehabilitation monies, but are eligible for the replacement program.
7. Homes of historical values may only be eligible upon favorable review by the State Historic Preservation Office (SHPO). Some elements required by SHPO may not be eligible with the limited funding in the Program.

Note: Properties rehabilitated through this program must be free of any encumbrances, such as liens and/or judgments. Properties may be encumbered by a mortgage in first position so long as a financial institution or other such mortgage company holds that mortgage. A mortgage held by an individual or private lender are not eligible. However, there must be sufficient equity to justify placing the Town's lien in second position.

## DEBT COUNSELING

Once selected for participation in the Program (deemed program eligible), the applicant and co-applicant must attend debt counseling provided by a qualified agency. The qualified debt counseling agency provides counseling at times and locations convenient to the general public. The debt-counseling agency will provide the applicant and co-applicant with a certificate of completion that must be delivered to the Housing Director Administrator for inclusion in the loan application package.

## LOAN UNDERWRITING

Upon receipt of a completed loan application, including the Debt Counseling Certificate and all supporting documentation, the Housing Director Administrator will complete project underwriting.

Prior to obtaining credit reports, the Housing Director Administrator will analyze the ability of the applicant to repay the requested loan amount. This analysis will be performed utilizing the individual loan underwriting report that reflects the Program's established "debt-to-income" and "monthly housing cost-to-income" ratios. (The Arizona Department of Housing maximum "debt-to-income" ratio is 41% of gross income, and the maximum "monthly housing cost-to-income" ratio is 33% of gross income, as per FY 2008 Program Summary and Application Guide.)

The loan-to-value ratio should not exceed 100% of the after rehabilitation value of the home and property. (For more information on how to calculate the post rehabilitation value, please see Section I – Program Elements under Eligible Properties.)

Once repayment ability is evidenced, the Housing Director Administrator will obtain credit reports. Credit reports will be analyzed by the Housing Director Administrator and reviewed against the acceptability criteria of the Town. While the acceptability criteria of the Rehabilitation Program are more flexible than those of private lending institutions, the criteria reflect the necessity of establishing a continuing source of housing rehabilitation funding.

Basic underwriting concepts will be explained during the applicant briefing. Potential applicants will be asked to self-evaluate their ability to participate in the Program before requesting an application package. A self-evaluation worksheet will be provided to each briefing participant. Each participant will have the opportunity to prepare the self-evaluation at the direction of the briefing presenter.

If an applicant does not meet underwriting criteria, a loan committee package, including negative recommendation, will be prepared for presentation at the next scheduled Loan Committee meeting. The package will follow a proscribed format and will be provided to the Loan Committee at least three days in advance of the next Loan Committee meeting. The Housing Director Administrator will make package presentation to the Loan Committee.

## LOAN COMMITTEE MEMBERSHIP

The Loan Committee Membership shall be comprised of no less than nor more than ~~two members (2)~~ three (3) members of the Town Council Housing Commission and two Town staff. ~~Commission members may either volunteer or be appointed by the Housing Commission to serve on the Loan Committee on a case-by-case basis.~~

#### PRESENTATION TO THE LOAN COMMITTEE

All applications, whether resulting in positive or negative recommendation, will be presented to the Loan Committee.

Loan committee meetings will follow a standard agenda and will take place as needed when loan applications are pending. It is the responsibility of the loan committee to review each loan package, attend loan committee meetings, and request additional information, when appropriate.

The Housing Director Administrator will submit a loan committee package that includes an identification number, rehabilitation items, estimated cost of rehabilitation, the underwriting worksheet, which includes all relevant financial information, and a recommendation for loan classification. The loan committee may also review the supporting documentation.

In the event, the loan committee requires additional information, the Housing Director Administrator will follow up to ensure information and or documentation is made available. A special meeting may be held or loan approval and classification may be delayed until the next regularly scheduled loan committee meeting.

#### LOAN APPROVAL OR DENIAL

Final decision for approval or disapproval of each loan application, as well as approval of loan classification, interest rate and type, rests with the Loan Committee. In the event an application is approved by the Loan Committee with a classification other than that recommended by the Administrator Housing Director, the loan application will be delayed until all other loans appropriately classified have been made. This policy will apply only when the Town has limited loan fund parameters (i.e. 100% repayment ability at a specified interest rate). Applications delayed due to loan classification will be re-presented, with priority, when the fund is accepting loans with the applicable classification.

#### NOTIFICATION TO APPLICANT

It is the responsibility of the Housing Director Administrator to inform the applicant of the loan committee decision. The Housing Director Administrator will notify the applicant within five (5) business days with written correspondence that explains the loan committee decision and the next steps.

#### LOAN CLOSING

Upon approval of a loan application and classification, and applicant notification and acceptance, the Housing Director Administrator will prepare instructions to the selected Title Company. The Title Company will draft loan documents based on the instructions of the Housing Director Administrator and will schedule a loan closing with the applicant.

The Title Company will handle all aspects of the closing process, including closing scheduling, document preparation and document recordation. The closing will follow a standardized process that complies with Town requirements. The Town will provide a closing checklist to the Title Company to ensure compliance.

## RANKING SYSTEM

In the event that no pending applicants have repayment ability and available resources are limited, the Town will utilize a ranking system to ensure that the neediest of Camp Verde residents are served.

Applications will be taken during specified periods only and applicants will be ranked according to the following schedule. An eligibility list will be maintained. The highest scoring applicants will be served first with the Conditional Deferred Payment Loan.

The ranking system is as follows:

25 points	Equal to or below very, very low-income level (30% of AMI)
20 points	Equal to or below very low-income level (50% of AMI)
20 points	Single head of household with dependent children
15 points	Pre-1970 mobile home
10 points	Pre-1976 mobile home
10 points	Handicapped family member
10 points	Elderly applicant or spouse

## REAPPLICATION

Applicants who have been deemed program ineligible are eligible to reapply at any time they can show that the circumstance(s), which resulted in the ineligible status, have been mitigated.

## GRIEVANCE PROCEDURE

In the event of a disagreement between any of the parties involved in the Housing Rehabilitation Program, namely; contractor, homeowner, housing staff, suppliers, or other interested parties, regarding any process of the Program including, but not limited to the Procurement, Bid Process, Bid Award, Payment Schedule, Change Orders, Workmanship, and Warranties, a formal grievance procedure must be followed. Steps and periods are described as follows:

- 1) Informal verbal complaints may be addressed to the Administrator Housing Director. The ~~Housing Director~~ Administrator will attempt an immediate resolution.

- 2) If the resolution is not satisfactory, the complaint shall be submitted to the Housing Director Administrator in writing. The Housing Director Administrator will contact the complainant and attempt to resolve the problem. The Housing Director Administrator will provide a written response to the complainant within 105 working days.
- 3) If this resolution is not satisfactory, the complainant shall prepare and submit the complaint to the Town Manager, who will schedule a meeting with the Housing Director Administrator to review the findings. The Town Manager shall provide a written response to the complainant within 10 working days. The Town Manager's decision is to be considered FINAL.
- 4) The Housing Director Administrator will assist in providing the proper 504 or Americans with Disabilities Act (ADA) procedure(s) for all complaints regarding alleged discrimination.
- 5) The approval or rejection by the Loan Committee on all loan applications is **final**. Loan Committee decisions are **NOT** subject to appeal.

These guidelines do not preclude the complainant from appealing to other parties they deem necessary, i.e., Town Council, the funding agency, Arizona Registrar of Contractors, or Trade/Licensing.

### SECTION III - REHABILITATION PROCESS

#### PROPERTY INSURANCE AND TAXES

The homeowner must provide proof that the home is insured and that property tax payments are current. When repayment is required, taxes and insurance payments shall be impounded and included in the mortgage payment. These payments will be also included in the debt assessment and determination of ability to repay the loan amount.

#### WORK WRITE-UP

Town staff prepares the work write-up. Staff is experienced in the construction, drafting and inspection fields and is required to keep abreast of the latest code requirements, construction methods, materials, and preservation. The finished product shall complement the surrounding area. Although a standard set of forms is used to complete the Work Write-Up, the work and materials will be individually tailored for each dwelling unit.

The Housing Director Administrator is responsible for reviewing the accuracy of the Work Write-Up as it applies to Program guidelines. The Work Write-Up will call for items that meet code as per the Rehabilitation Standards, but may specify quality, sizes, location, etc. Materials specifications in the Work Write-Up may not be changed or altered without prior written approval by the Building Inspector and Housing Director.

#### Allowable Work Items

HOME and Program Guidelines require that an entire unit be brought up to local code and building standards and such improvements are eligible under this program. The preliminary inspection ensures that the home meet Housing Quality Standards (HQS). The following must be taken into consideration when determining the priority of items for inclusion in the work write-up (Scope of Work):

1. The age and physical condition of the building
2. The goal of the Program (revitalization or direct benefit).
3. Available funds
4. Value of unit after rehabilitation.

The following levels are utilized to determine priorities for the Housing Rehabilitation Program:

- Level 1: Initial inspection reports shall include the following and must be repaired or replaced:
  - ✓ Lead Based Paint Assessment on properties built prior to 1978
  - ✓ Hazardous Materials
  - ✓ Health and Safety Hazards
  - ✓ Stable and Weather-tight Roof
  - ✓ Electrical System – the unit must have a minimum 100-amp electrical service with no unsafe conditions
  - ✓ Plumbing – water heater and all plumbing pipes and fixtures shall be in working order
  - ✓ Heating and Cooling Systems – must be adequate and safe with a reasonable (10-year) useful life
  - ✓ Egress in accordance with local health and safety codes
  - ✓ Trip Hazard
- Level 2: Items that must be included in the inspection report and shall be repaired or replaced as funds permit and shall receive priority in work to be completed:
  - ✓ Structural soundness and integrity, including rotted or deteriorating materials and those impacted by termites and/or other wood-boring insects
  - ✓ Siting of the structure and its relationship to water penetration that may impact structural integrity
  - ✓ Appropriate kitchen facilities including a sink and means of cooling and heating food to healthful standards.
  - ✓ If the structure has an attached garage, appropriately rated firewall between garage and living areas.
- Level 3: Items that must be included in the inspection reports and MAY be repaired or replaced, as funds permit:
  - ✓ Debris that may be a fire hazard

- ✓ All existing exposed surfaces painted or sealed and not presenting a health or safety hazard
- ✓ Cabinetry
- ✓ Finished flooring
- ✓ Repair and replacement of doors and windows not presenting a health or safety hazard

## COMPLIANCE WITH CODES AND ORDINANCES

In addition to loan qualification, borrowers must agree pursuant to the Town Code, to rid their property of junk, debris, weeds and other exterior conditions as identified by Town staff to be in non-compliance. To facilitate the removal of these items, the Town may provide dumpsters using available resources such as CDBG, or local civic, faith-based and charitable organizations. Conditions must be satisfactorily corrected prior to acceptance into the Program.

## ENERGY EFFICIENCY GUIDELINES

The bid specifications will be written to include energy efficiency measures and shall include: 1) SEER rating 14 on all high-efficiency Energy Star HAVAC units, including programmable thermostats; 2) R-30 insulation on the roof and in the walls; 3) dual pane Low E Energy Star windows; 4) insulated metal frame exterior doors; 5) low VOC paint; 6) solar water heaters; 7) low-flow water fixtures; 8) compact fluorescent bulbs; 9) Energy Star appliances; and 10) mitigation of structural air leakage. The Administrator will also recommend light shades for shingles and exterior paint. The Technician will be required to discuss energy efficiency measures with the homeowner to ensure that the homeowner is knowledgeable in operating the appliances installed as a component of the project. Further, the Administrator will provide energy efficiency information from APS, the local electric service provider.

## COST ESTIMATES

The Building Official Inspector is responsible for the preparation of a cost estimate for each job. In addition to the experience and training previously mentioned under Work Write-Up, staff must also keep abreast of the economic conditions in our area with regard to the construction trade including the availability of qualified contractors, and materials and labor costs.

The Building Official Inspector shall prepare a cost estimate for each individual dwelling based on scope of work and technical specifications as determined in the Work Write-Up. The cost estimate will include all costs for materials and labor as well as costs for permits, clean up, overhead and profit.

## CONTRACTOR SELECTION AND COMMUNICATION

The Town of Camp Verde has a formal bid process for the Housing Rehabilitation Program. During the initial interview, the homeowner(s) is made aware of each step of the process, the details for each step and the approximate period between such steps. Example below:

- Approximately two weeks from approval of application, the Building Official Inspector and Zoning Inspector will schedule an appointment for a detailed inspection.
- After the inspection and work write up are complete, Two weeks from inspection, consultation will be schedules with homeowner to approve specifications and plans and to reiterate the Program requirements and discussion of allowable and non-allowable items, warranties, etc.
- Upon approval of specifications and plans from homeowner, the Town's and/or granting agency's bid requirements will be met, bid and advertisement in newspapers and journals.
- Contractors from a pre-qualified list may be used if permitted in requirements of applicable funding program(s).
- During the Request for Proposals (RFP) period, the contractor(s) inspects the home before bid submission.
- Formal sealed bids will be opened within the time specified in the RFP, thirty days from initial advertisement for RFP. Staff, contractor, homeowners and any other interested persons may attend. Attendance is documented.
- The Housing Director-Administrator verifies that contractors are not on the HUD de-barred list, and are licensed and or bonded with the Registrar of Contractors. All information submitted by the contractor will be verified by the Housing Director-Administrator before the award.
- Conference with homeowner for bid award. Town staff will recommend the lowest, most responsive bid. The homeowner may request a higher bid if the dollar difference between the low bid and the selected contractor is paid by the homeowner and deposited in the program account prior to the start of construction.
- The Program may advertise more than one dwelling for bid at a time, depending on the project description. The sealed bid process will remain the same for the individual homes.
- The Program has adopted the procurement and grievance procedures as outlined in the CDBG Administration Handbook and the Town of Camp Verde Procedures and Operations Guide, Financial Operations Section, and any amendments or additions to the same. The Handbook is available to all contractors, homeowners, or any interested persons.

- The Program does not normally permit the homeowner to perform any scope of the work. The intent of this restriction is to avoid any question or misinterpretations of warranty items and workmanship warranty in future "call-back" notices. The Contractor is responsible for any damages, theft or materials, etc. at the subject property until the project is completed. Therefore, any labor provided by other than those for which the contractor is responsible are may not be allowed. There may be exceptions to this section, i.e. volunteer work that is to be supplied as leverage. The Housing Director Administrator must approve these exceptions.
- ~~The homeowner is required to bring the subject property into compliance with all applicable Town codes and ordinances prior to acceptance into the Program. Any property found to be in violation of all applicable codes and ordinances would be deemed Program ineligible. Funds may be provided to supply bins or to assist with debris removal. Refer to the Rehabilitation Contract for additional conditions or restrictions for homeowner and contractor. (DUPLICATION)~~

## AGREEMENTS, CONSTRUCTION CONTRACTS AND OTHER DOCUMENTS

Please see exhibits for sample forms of agreements, contracts and other documents. These include the Application, Privacy Act Statement, Bid Proposal, Bid Advertisement, Bid Opening Form, Contract, Notice to Proceed, Lead Based Paint Notification, Promissory Note, Notice of Opportunity to Rescind Transaction, Authorization to Disburse Funds, Inspection and disbursement orders, Certification of Final Inspection and Disposition of Funds. These forms apply to all government-funded projects. Additional forms may be necessary depending on what other sources of funds may require for documentation.

A check list is maintained in each individual file noting all documents and additional documentation such as income verification, property tax statement, title report, title insurance, affidavit of Affixture, etc. This checklist will reflect the type of documents included in each file and will note those that do not apply as "N/A". Each file will contain a Deed of Trust and Promissory Note.

## PRE-CONSTRUCTION CONFERENCE

A pre-bid conference with the homeowner will take place before bid advertisements. Once the homeowner agrees and understands the scope of work to be performed, the work that will NOT be done, period for construction, temporary housing, etc., the project will be let for bid.

The Housing Director Administrator will hold a pre-construction conference at the property with the Building Official Inspector/Zoning Inspector, successful contractor and homeowner present. This provides an opportunity to answer questions regarding the work and perhaps prevent misunderstandings between the parties involved.

## RELOCATION EXPENSES

As funds and funding parameters permit, relocation expenses for the family might be eligible. Expenses include the cost of housing during the construction period. The homeowner is responsible for meals and expenses related to the storage of household items. Relocation expenses will be included in the maximum total amount allowable for a rehabilitation or replacement project. For example, if it costs \$1,500 for the family to stay in a motel for two weeks, that amount will be included in the total allowable amount for the project, as well as the loan amount.

## PROPERTY INSPECTIONS

The Building Official Inspector shall ensure that all work complies with the applicable building codes and will perform inspections during the course of construction. The Building Official Inspector is required to be certified in his/her field and additional training is provided on a continuing basis.

The Housing Director Administrator will also conduct inspections to monitor progress, identify problems that may need to be addressed, and to ensure compliance with HUD requirements and non-code items. All staff is experienced in their respective inspection fields.

## CHANGE ORDERS

A change order may be requested by the contractor for circumstances that were not included in the original work write-up due to unforeseen safety or code violations. The contractor must have written approval from the Building Official Inspector, and Housing Director Administrator, and the homeowner before undertaking any change order work. The homeowner(s) must approve all ~~be informed of any~~ changes to the contract or other problems encountered during the rehabilitation work.

## PAYMENTS AND WARRANTIES

The Building Official Inspector will inspect the job to determine percentage of work in place and certify the same.

The Administrator will determine the amount of draw eligible to ensure the minimum ten-percent (10%) retention and approve payment. The Housing Director Administrator will submit a check request to the Finance Department Director, with attached documentation. The Finance Department Director will approve payment and ~~instruct Finance Department staff to issue~~ a check for the requested amount. The check will be given to the Housing Director Administrator for disbursement. The Administrator will copy the check for file documentation and will release it to the contractor.

Final payment including retained funds will not be released until the Building Official Inspector has certified completion of the work and the Town is in receipt of all required lien waivers and warranties.

## CASE MANAGEMENT AND TRACKING

The Housing Director Administrator is responsible for reporting procedures and for the maintenance of all case files. The Administrator is also responsible for all performance reports to Arizona Department of Housing including contractor profiles (minority, handicap, etc.) and for the maintenance of a current log of all properties that have participated in the Rehabilitation Program.

The ~~Housing Director Administrator~~ is responsible for the contact and counseling of families regarding violations of conditions of the RLF or CDPL. The ~~Housing Director Administrator~~ may, upon review of the violation(s) find that the family's situation merits close consideration. In situations where the family's income has been drastically reduced due to death or serious illness in the family, the ~~Housing Director Administrator~~ may, with Town Manager's approval, grant a moratorium on the RLF or CDPL for a period not to exceed 90 days per calendar year. Payments will be deferred until the end of the contract/affordability period. See Loan Servicing, Section V, for additional information.

#### METHOD FOR DETERMINING AFTER-REHABILITATION VALUE

The FHA 203(b) insuring limits are utilized when determining the after-rehabilitation value. This value cannot exceed 95% of the limit and is determined by adding the full cash value and the cost of the rehabilitation.

### SECTION IV - MARKETING

#### GENERAL

It is recommended that a comprehensive housing study/marketing plan be conducted at least every five to ten years to determine and physically locate and evaluate each dwelling unit in targeted areas. The results of the study will provide the Town with the information necessary to assess existing programs and services and implement new programs as needed.

Camp Verde's Housing Rehabilitation Program is founded on the premise of helping those who wish to help themselves. Thus, participants in the program are voluntary. As staffing permits, ~~The Housing Director Administrator~~ will make every possible effort to inform and promote program awareness to every segment of the community. Marketing efforts may include the development of flyers and advertisements that may be ~~Flyers shall be developed and placed in strategic locations~~ places throughout the community, i.e. Town bulletin boards, the post office, local businesses, the Senior Center and the Head Start Center. Local newspaper advertisements, notices and/or articles may ~~will~~ also be utilized.

In an effort to control costs, staff may ~~will~~ develop all promotional materials and perform other marketing tasks. ~~The Housing Director Administrator~~ will be responsible for ensuring that all marketing costs are within the approved budgeted amount. ~~The Housing Director Administrator~~ is also responsible for the translation and review for accuracy and clearness of the contents of any marketing materials. All marketing material will include fair housing and non-discrimination statements.

#### PROGRAM PARTNERS

Program Partners, such as the debt-counseling agency will provide basic information regarding the program during debt counseling sessions. ~~The loan committee will assist with program marketing through word of mouth.~~ Local lending institutions may provide referrals to the Program when loan applications are deemed ineligible.

#### CONTRACTORS

The Housing Program follows the procedures for procurement and contracting as established in the Procurement and Contracting handbook distributed by the Arizona Department of Housing, CDBG Program. This handbook and any updating information/additions to the same are kept by the Housing Director Administrator and are available for review and reference by any interested persons.

It is standard procedure to advertise for rehabilitation bids in the local newspaper(s) and other contractors' journals that are distributed to the surrounding areas. Contractors are also notified by mail, telephone or in person of any jobs that may be let out for bid. It is also common to refer to the yellow pages to invite companies to submit proposals.

Every effort is made to obtain a minimum of three bids for each project. Minority, small business, and women owned firms (using MBE, WBE, etc.) are encouraged to bid on all projects.

The successful contractor must provide insurance and/or bonds, be appropriately licensed by the State for each specified project, and hold a current Town business license.

#### GENERAL PUBLIC

The Town of Camp Verde makes every effort to promote program awareness to the general public through various means, including by distributing flyers, contacting agencies that serve the low to moderate income population, and contacting the media. The Program is also available for review and public comments at scheduled public hearings held before application intake.

#### SECTION V - LOAN SERVICING

The Town will contract with a loan-servicing agency (Title Company) to provide services on behalf of the Town.

#### PAYMENTS

All loan payments shall be made to the loan-servicing agency selected by the Town. Loan payments are due on the first day of each month, regardless of loan closing date.

#### STATEMENTS & LIEN RELEASE

The servicing agency will prepare and mail monthly payment coupons and or invoices, send payments to the Town, send IRS interest and loan forgiveness information, calculate late payments and send late payment statements and collection notices, and notify major credit reporting agencies of late payments, delinquencies and defaults.

Upon receipt of the final payment, the Title Company shall prepare lien release documents for signing and forward the documents to the Town of Camp Verde Housing Director. The Housing Director Administrator shall secure the necessary signatures and prepare any related project close out reports and forward the release to the client for filing. The lien release shall meet statutory requirements regarding timelines, etc.

#### LATE CHARGES

Late charges are applied to all payments received by the loan-servicing agency after the 15th of the month. A standard late charge equal to four percent (4%) of the monthly payment amount will be assessed on all late payments.

## COLLECTIONS

The Arizona Revised Statutes will govern all collection activities. The Town Attorney will oversee and approve all actions relating to collection.

All payments will be due and payable on the first day of each month. Notices will be sent to clients whose payments are more than ten (10) days delinquent. Follow-up notices will be sent every ten (10) days until payment is received. If the client becomes two payments due, the ~~Housing Director~~ Administrator will initiate personal contact to ascertain the reason for the delinquency. After attempting resolution, the ~~Housing Director~~ Administrator will schedule a meeting with the Town Manager to discuss the reasons for the late payments. The Administrator may recommend a resolution, however the Manager will make the final determination.

When an account becomes 90 days past due and the client has refused or neglected to cooperate in a resolution, foreclosure proceedings as defined by Title 33, Chapter 6 of the Arizona Revised Statutes will begin.

## REPORTS

The loan-servicing agency provides reports to the ~~Housing Director~~ Administrator regarding the status of individual loans and the status of all loans serviced on behalf of the Town. Town staff reviews these reports. Additional reports are prepared to track the status of the rehabilitation loan program.

## ANNUAL CERTIFICATIONS BY HOMEOWNER

The ~~Housing Director~~ Administrator will also prepare and mail a certification to each borrower on an annual basis. The certification will include statements regarding continued occupancy as a principal residence, evidence that taxes and insurance remain current, and a statement regarding any new lien filings. The certification must be returned to the Town within 30 days.

## RECAPTURE

In the event a property is no longer owner-occupied, taxes and insurance are not current or additional lien filings have occurred, the Town must take action to recapture the outstanding loan amount. The ~~Housing Director~~ Administrator will contact the borrower regarding any compliance concerns and will provide guidance to the borrower regarding steps the borrower must take to remedy non-compliance. Foreclosure proceedings may result from any violation of program requirements.

## DEFERRALS

Borrowers are responsible for contacting the Housing Director-Administrator to obtain a formal deferral of any loan payments. Initial contact may be made by phone, but must be followed up with written documentation supporting the request for deferral. Loan deferral shall be made only in the event of catastrophic illness, involuntary loss of employment, or death of the applicant, co-applicant, applicant spouse or primary household wage earner. There are no exceptions to this deferral policy. During the deferral period, the outstanding balance shall continue to accrue interest at the rate specified in the promissory note. Depending upon the circumstances leading to the borrower's request for deferral, the Town may offer to renegotiate the terms of the loan.

#### CONSISTENTLY LATE

When borrowers make late payments more than three times, the borrower will be considered consistently late and the Housing Director-Administrator will contact the borrower and recommend the borrower attend additional debt counseling. In the event the borrower makes a fourth late payment, the Housing Director-Administrator will instruct the Title Company to begin reporting subsequent late payments to credit reporting agency.

#### DELINQUENT

When borrowers are more than 30-days late and have not contacted the Housing Director-Administrator regarding a deferral, they are considered delinquent. In the case of delinquency, the Housing Director-Administrator will contact the borrower to assess the personal situation of the borrower. Initial contact will be made via phone and followed up with written correspondence prepared by the Housing Director-Administrator and signed by the Town Attorney. Written correspondence will specify the steps the borrower must take to bring the loan current and explain other options available to the borrower and the Town. Based on available options, the Housing Director-Administrator will work with the borrower to establish a plan to bring the payments current. The Housing Director-Administrator may also require the borrower obtain individual credit counseling to establish a plan or to further ensure the payment plan is followed. Loan terms may be renegotiated as part of a payment plan. The Title Company shall report all delinquencies to the credit reporting agencies.

#### DEFAULT

When borrowers are more than 60-days late, have not contacted the Housing Director-Administrator regarding a deferral, and have not taken steps to implement a payment plan, they are considered in default. In the case of default, the Housing Director-Administrator will begin the process of renegotiating loan terms. Initial contact will be made via phone and followed up with written correspondence prepared by the Housing Director-Administrator and signed by the Town Attorney. Written correspondence will specify the steps the borrower must take to bring the loan current and explain other options available to the borrower and the Town. Based on available options, the Housing Director-Administrator will work with the borrower to establish a repayment plan to bring payments current. If the borrower fails to provide information necessary to renegotiate loan terms or is otherwise uncooperative, the Town Attorney will begin foreclosure proceedings. All borrowers classified as delinquent must attend additional debt counseling in order to renegotiate the terms of their loan.

## RENEGOTIATION AND RECLASSIFICATION

When renegotiation and/or reclassification are required, the application processing, underwriting, approval and closing processes shall be followed. The borrower must provide supporting documentation and additional information that enables the ~~Housing Director~~ Administrator to underwrite the loan to current loan fund standards and borrower conditions. Renegotiated loan terms and classification will be brought to the loan committee for approval or denial in accordance with current loan committee processes and fund requirements. The renegotiation and reclassification process will be undertaken within ten (10) days of the request of referral and completed not later than 45 days from request or referral. During the renegotiation and reclassification process, the borrower is responsible for all payments unless a deferral has been granted.

## REFINANCING OF FIRST MORTGAGE (LOAN SUBORDINATION)

The Town will allow refinancing of first mortgages after acceptance of a rehabilitation loan only if the refinancing will result in a lower monthly housing payment. There is no penalty for pre-payment of housing rehabilitation loans; therefore homeowners are encouraged to repay the full amount of the rehabilitation loan if refinancing will not meet this condition.

## FORECLOSED OR RECAPTURED PROPERTIES

In the event that the ownership of a property reverts to the Town either through the foreclosure process or through other means, the Program will make every effort to sell the home to another qualified family that substantially meets the goals of the Rehabilitation Program. If the property was rehabilitated with HOME monies, a low- or very-low income family that can demonstrate the ability to maintain the home, taxes, and insurance will be selected and financed with a CDPL for a 15-year affordability period. If the home was rehabilitated with other funds that allow the Program to retain program income, every effort will be made to sell the home to an income-qualified family with repayment ability so that the Program might continue its long-term goal of sustaining itself, while improving living conditions and neighborhoods. If the home needs repairs, they will be funded with RLF monies prior to the sale of the home.

## HOME EQUITY LOANS AND LINES OF CREDIT

The Town will not subordinate the rehabilitation loan to any Home Equity Loan or Line of Credit.

## PROGRAM INCOME POLICIES AND PROCEDURES

### A. Program Income Procedures

#### **Receipt of Funds:**

The Town maintains an interest bearing account into which all repayments are deposited. The client sends their monthly payments to the Title Company. The Title Company prepares a monthly statement related to the client that shows the principal payment and the interest and escrow payments, and forwards the check to the Town. To meet statutory requirements with regard to interest-bearing accounts, the Finance Department receives the check, receipts the funds and deposits them into the Town's General Fund Account, and then prepares a separate check to deposit into the interest-bearing Revolving Loan Fund account.

#### **Expenditures:**

All receipts are tracked and reports are prepared to submit to Council on a monthly basis. All expenditures must be made pursuant to the Town Code and the Town's financial policies and procedures (i.e. purchase orders, check requests, Manager/Council approval, etc.) in addition to funding source requirements.

When expenditures are required from the account, authorized staff prepares a withdrawal request and submits it to the bank. The bank then prepares a cashier's check made out to the Town. The check is deposited then into the Town's General Fund account and the associated expenditure is paid from the General Fund account.

Copies of receipts and expenditures documentation is filed in the associated client file in addition to that which is kept in the Finance Department.

#### **B. RETURN OF PROGRAM INCOME:**

At various times, as grant funding cycles permit, the Town may receive monies from sources that do not permit program income, such as HOME monies. In cases where the funding source(s) do not permit the Town to retain program income in the Revolving Loan Fund Program and the assisted unit cannot or does not continue to serve an income/program-qualified family, the funds, upon the sale of the unit, will be returned to the appropriate funding source. The Deed of Trust documents prepared by the Title Company will indicate recapture requirements.

The Town requires the Title Company to prepare the payout check in the name of the funding source (i.e. State of Arizona Department of Housing). The ~~Housing Director~~ Administrator will prepare associated close out reports and forward the check and any other project-related documents to the funding source upon receipt of a payout.

## **SECTION VI - ORGANIZATION & PROGRAM PARTNERS**

### **ADMINISTRATIVE STRUCTURE**

To ensure the Program is successfully implemented, the Town utilizes a variety of staff and contracted expertise. Staff and subcontractors are experienced in their respective fields and have varied roles and responsibilities throughout Program implementation.

### **TOWN COUNCIL**

The Town Council is responsible for approving Program parameters, ~~and amendments~~, and applications for funding to granting agencies.

#### HOUSING COMMISSION

~~The Housing Commission is responsible for making recommendations to the Council regarding housing related issues, Program parameters, and amendments, and applications for funding to granting agencies. In addition, members of the Housing Commission may serve from time to time on the Loan Committee.~~

#### TOWN STAFF

The Town Manager, Program Administrator ~~Housing Director~~, Community Development staff, maintenance staff, and clerical staff have the following responsibilities:

**Town Manager** has ultimate responsibility for Town-related activities, including the housing rehabilitation loan program and all Town staff. Consequently, the Town Manager works closely with staff to ensure implementation of the housing rehabilitation program in accordance with Town and Program guidelines.

~~Housing Director~~ Administrator reviews monthly servicing agency reports and prepares a monthly report that states total dollars outstanding, remaining cash balance, undrawn obligations, expected repayments, and amount available for new loans. This monthly report serves as the basis for program operation. The ~~Housing Director~~ Administrator also serves as the Program Administrator and is responsible for the application process, verification and presentation to the loan committee, as well as reporting to funding agencies and file documentation.

**Building Official** ~~Inspector/Rehab Specialist~~ is responsible for all work write-ups, development of the scope of work description; cost estimates; on site inspections to ensure compliance with all applicable laws; direct supervision of construction work; and final approval of completed construction work. The Building Official is also

~~Code Enforcement Officer~~ is responsible for ensuring compliance with all applicable codes with initial and on-site inspections. Inspections shall also be conducted on an "as-needed basis", but no less than on an annual basis.

#### LOAN COMMITTEE

In order to ensure equitable lending, the Town utilizes a three-member (at minimum) loan committee. The membership of the loan committee includes three members of the Housing Commission shall include one to two Council members and two to three staff members.

The ~~Housing Director~~ Administrator will prepare an application package for the loan committee's consideration. It is the responsibility of the loan committee to review each loan package, attend loan committee meetings, and request additional information, when appropriate. Final decision for approval or disapproval of each loan application, as well as approval of loan classification (interest rate, deferred) rests with the loan committee.

The loan committee follows standard operating policies and procedures. These policies and procedures govern meeting agendas and the conduct of loan committee members.

## LENDING INSTITUTIONS

Because the Town accepts rehabilitation loan applications only from homeowners recently (within six months) denied a loan by a lending institution, the role of lending institutions is critical to the operation of the Program. The ~~Housing Director~~ Administrator will work with lending institutions and homeowners to determine the reason(s) for loan denial. The ~~Housing Director~~ Administrator may also refer creditworthy applicants to lending institutions.

## TITLE COMPANY

The Title Company will ensure all loan documentation is appropriately processed and recorded. The Town may utilize multiple title companies. The Title Company drafts loan documents based on the instructions by the ~~Housing Director~~ Administrator and schedules loan closing with the applicants.

The Title Company also handles all aspects of the closing process, including closing scheduling, document preparation and document recordation. Each closing follows a standardized process that complies with Town requirements.

## LOAN SERVICING AGENCY

The loan servicing agency prepares and mails monthly payment coupons and or invoices, deposits payments into the Town Local Revolving Fund account, sends Internal Revenue Service (IRS) interest and loan forgiveness statements to borrowers, provides the IRS with required interest and loan forgiveness information, calculates late payments and sends late payment statements and collection notices, and notifies major credit reporting agencies of late payments, delinquencies and defaults.

The servicing agency also prepares and submits to the ~~Housing Director~~ Administrator the reports necessary to ensure continued operation of the Program within the Program guidelines.

## DEBT COUNSELING AGENCY

Debt counseling will ensure that loan applicants understand the obligations they assume by participating in the housing rehabilitation program. The debt-counseling agency explains basic budgeting and loan concepts and provides additional guidance to loan applicants as may be necessary.

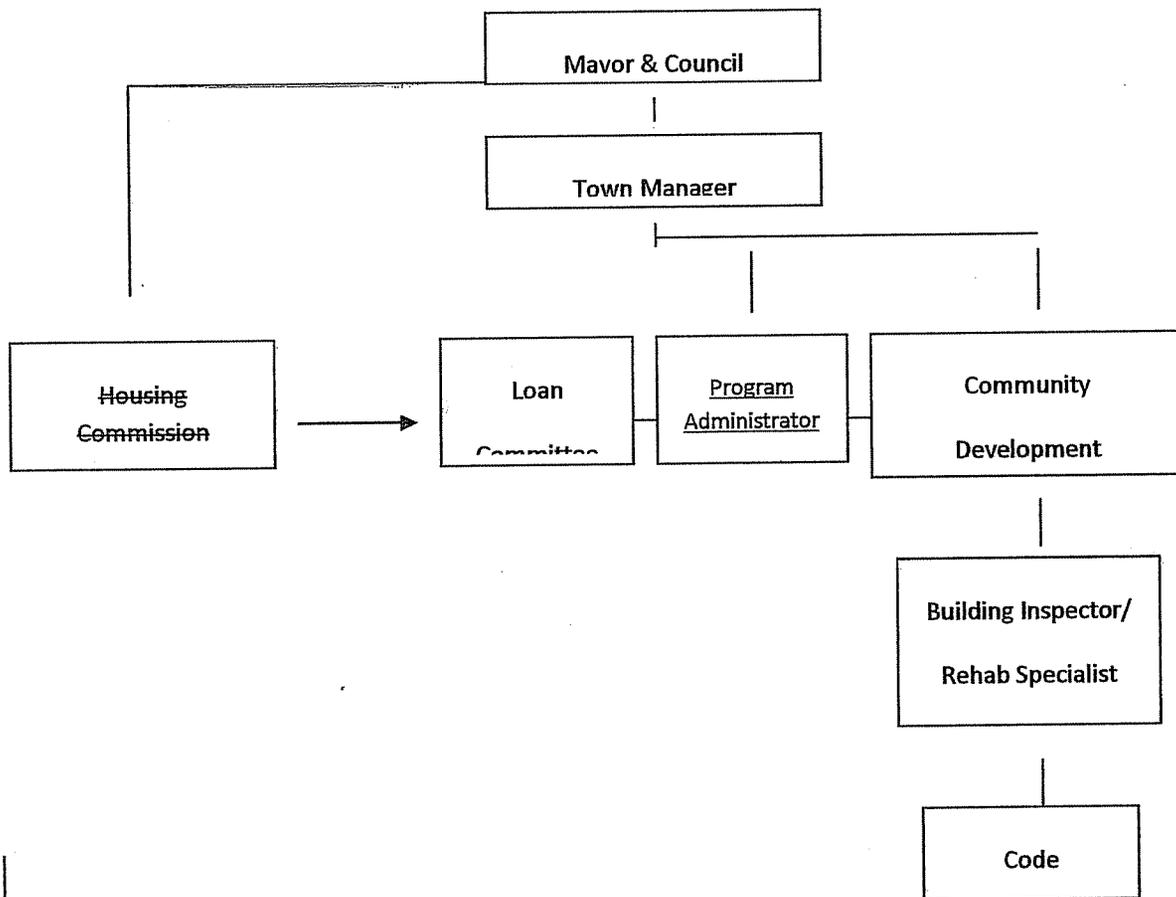
## CONTRACTORS

The Program adheres to the procurement procedures as established by the Town and or the Procurement and Contracting Handbook distributed by the Arizona Department of Housing, CDBG Program. The ~~Housing Director~~ Administrator will verify contractor status with the HUD debarred list and the Arizona Registrar of Contractors. Contractors must be licensed in appropriate fields and hold a current Town business license.

The Town of Camp Verde has a formal bid process for the Program. During the initial interview, the participant is made aware of each step of this process and the approximately timeline involved. The homeowner will select the contractor; however, in most cases Town staff will recommend the lowest, most responsive bid. The homeowner may award a higher bid if the dollar difference between the low bid and the selected contractor is deposited by the homeowner into the Program account before the start of construction.

### ADMINISTRATIVE ORGANIZATIONAL CHART

The following diagram illustrates the relationship between the various staff, commissions, and committees with regard to the Housing Program:



### APPLICANTS AND LOAN RECIPIENTS

The success of the Housing Rehabilitation Program is dependent upon applicants and loan recipients undertaking their responsibilities at each stage of the Program.

## APPLICATION

Prior to requesting a loan application, the applicant must attend a briefing that is structured to provide an overview of the program and its requirements. If the applicant does not understand the Program and its requirements, it is the applicant's responsibility to ask questions or request clarification.

The applicant must complete the application and submit the required documentation. If the applicant is not able to complete the application or submit the required documentation, it is the responsibility of the applicant to request assistance or withdraw the application, as appropriate. If the Town requires additional information at any time during the application or loan process, the applicant must provide the requested information.

## BUDGETING AND DEBT COUNSELING

Upon acceptance into the Program, the applicant and co-applicant must attend budgeting and debt-counseling classes structured to ensure an understanding of the obligations that the applicant is assuming. The applicant and co-applicant must submit the debt-counseling certificate of completion to the Housing Director/Administrator for inclusion into the loan application. At minimum, the counseling will include assisting the homeowner(s) with preparing an actual household budget based on his or her current circumstances that will ensure the ability to sufficiently cover all expenses related to the household, including mortgage, taxes, insurance, and utilities.

### Home Maintenance Educational Services

Upon completion of the project and prior to closing, Town maintenance staff will provide housing maintenance education to the homeowners. At minimum, the following information and checklists shall be provided to the homeowner:

#### MONTHLY

- Fire Extinguisher: Check that it's fully charged; recharge or replace if needed.
- Sink/Tub Stoppers and Drain Holes: Clean out debris.
- Garbage Disposal, if applicable: Flush with hot water and baking soda.
- Water Softener, if applicable: Check water softener salt drum and replenish salt if necessary.
- Forced-Air Heating System: Change filters once a month.

#### EVERY 2 MONTHS

- Wall Furnace: Clean grills.
- Range Hood: Clean grease filter.

#### EVERY 3 MONTHS

- Faucet: Clean aerator.
- Tub Drain Assembly: Clean out debris; inspect rubber seal and replace if needed.

#### EVERY 6 MONTHS

- Smoke Detector: Test batteries and replace if needed.
- Toilet: Check for leaks and water run-on.
- Interior Caulking: Inspect caulking around tubs, showers, and sinks; replace any if it is deteriorating.
- Forced-Air Heating System: Change semi-annually if user's manual recommends high efficiency

pleated or HEPA-style filters.

- **Garbage Disposal, if applicable:** Tighten drain connections and fasteners.
- **Clothes Washer:** Clean water inlet filters; check hoses and replace them if they are leaking.
- **Clothes Dryer:** Vacuum lint from ducts and surrounding areas.
- **Wiring:** Check for frayed cords and wires; repair or replace them as needed.
- **Range Hood:** Clean fan blades and housing.

#### EVERY SPRING

- **Roof:** Inspect roof surface, flashing, eaves, and soffits; repair as needed.
- **Gutters and Downspouts, if applicable:** Clean them out. Inspect and repair weak areas; check for proper drainage and make repairs if needed.
- **Siding:** Inspect and clean siding and repair/paint as needed.
- **Exterior Caulking:** Inspect caulking and replace any that is deteriorating.
- **Windowsills, Doorsills, Thresholds:** Fill cracks, caulk edges, repaint; replace if needed.
- **Window and Door Screens:** Clean screening and repair or replace if needed; tighten or repair any loose or damaged frames and repaint if needed; replace broken, worn, or missing hardware; tighten and lubricate door hinges and closers.

#### EVERY FALL

- **Roof:** Inspect roof surface, flashing, eaves, and soffits; repair if needed.
- **Gutters and Downspouts:** Clean out. Inspect and repair weak points; check for proper slope.
- **Chimney or Stovepipe:** Clean flue (more frequently if needed); repair any cracks in flue or any loose or crumbling mortar.
- **Siding:** Inspect and clean siding and repair/paint as needed.
- **Exterior Caulking:** Inspect caulking and replace any that is deteriorating.
- **Storm Windows and Doors:** Replace any cracked or broken glass; tighten or repair any loose or damaged frames and repaint if needed. Replace damaged hardware; tighten and lubricate door hinges and closers.
- **Window and Door Weather Stripping:** Inspect and repair or replace if it is deteriorating or if it does not seal.
- **Thermostat:** Clean heat sensor, contact points, and contacts; check accuracy and replace thermostat if it is not functioning properly.
- **Outdoor Faucets:** If you live in an area with freezing winters, shut off valves to outdoor faucets. Open spigots and drain, store hoses.

#### ANNUALLY

- **Septic Tank:** Have a professional check the tank (watch for backup throughout the year). It is recommended that the tank be pumped every year.
- **Main Cleanout Drain:** Have a "roofer" professional clean out the main line, particularly if there are mature trees in the yard whose roots could have cracked the pipe.
- **Water Heater:** Drain water until it is clear of sediment; test temperature pressure relief valve; clean burner and ports (gas heater).
- **HVAC System:** Have a professional tune up your heat/air conditioning system.

#### LOAN CLOSING

The applicant and co-applicant must attend the loan closing and provide all information required prior to and at the time of loan closing. The applicant and co-applicant must sign all documents requiring signature and pay any closing costs due at the time of closing.

## LOAN PAYMENTS

The loan recipient(s) are responsible for loan payments, late charges, and filing of appropriate tax documents. If the loan recipient(s) are unable to make payments and wish to request deferral, they must contact the ~~Housing Director~~ Administrator within the specified time period.

## COMPLIANCE WITH PROGRAM REQUIREMENTS

The applicant and co-applicant must certify on an annual basis that they continue to occupy the rehabilitated unit as their primary and only residence and that all taxes and homeowners insurance are current.

## SECTION VII

### REHABILITATION STANDARDS AND SPECIFICATIONS

- 1) The Town of Camp Verde has adopted all of its Town Codes as the Rehabilitation Standards. The scope of work must comply with all adopted International Code Council codes (ICC), as well as Town Building, Zoning, and Fire Department regulations, particularly if additions to the home are necessary.
- 2) Also included in the Rehabilitation Standards are Town adopted ordinances and codes including:
  - a. Zoning Ordinances - Setback requirements, illegal business operation, etc.
  - b. Health and Sanitation Codes, Article 10 of the Town Code - No violations of these codes will be allowed on rehabilitated property, i.e. junk cars, litter, fire hazards, etc.
- 3) Rehabilitation Standards may include exterior aesthetic work ~~that which~~ is not necessary to the structural integrity of the home, but which will provide for curb appeal, increase the value of the property and surrounding properties, and will benefit the community as a whole. These may include items such as small porches for energy conservation, overhangs, and paint.
- 4) In addition, the State's Housing Rehabilitation Standards, energy conservation measures and abatement of hazardous materials (i.e. lead based paint) as prescribed by HUD are also included in the definition of minimum rehabilitation standards.
- 5) The following are examples of work that cannot be accomplished with program funds:
  - a. Items that exceed the quality of products as specified, i.e. upgraded carpet/tile

- b. Luxury items not considered a necessity, i.e. fireplaces, swimming pools, connection to cable television, etc. However, many Camp Verde residents, particularly low to moderate-income families use wood burners to provide winter heat. This is primarily due to the lack of affordable energy sources available in our rural area. In a rehabilitation project in which a wood burner is already present, the wood burner will not be determined a "luxury fireplace". The existing wood burner must meet minimum safety and environmental standards. Thus, it is possible that wood burner repair or replacement will be considered in rehabilitation costs. A wood burner will NOT be added to a rehabilitation project where one is not present. Further, the installation of new wood burners must meet air quality standards.
- c. Additions for family rooms, recreation rooms, etc. (Bedroom additions will be considered based on family structure and over-crowding in existing house.)

## SECTION VIII

### DEFINITIONS

- 1) **Income:** All wages, financial assistance, SS, VA, DES, spousal support, child support, unemployment, and any other income from any source. Food stamps will not be considered as income. Income will be verified with the most recent tax returns, the last two paycheck stubs (four, if paid on a weekly basis) and a copy of bank statements covering the previous three months. If the applicant is retired or receives disability income, he/she will provide DES, SS or SSI verification forms. All court-ordered spousal and/or child support payments will be verified through the court.
- 2) **Family/Household:** All persons occupying the house including permanent extended family, i.e. elderly parents, single or minor/dependent children with children. In the case of more than one family per unit, every effort will be made to refer the non-owner to another agency to decrease overcrowding. If this is not possible, the property may become ineligible due to monetary constraints in providing the proper number of sleeping rooms. In any event, the income of all household members will be included.
- 3) **Homeownership:** means ownership in fee simple title or a 99-year leasehold interest in a one to four unit dwelling or in a condominium unit, ownership or membership in a cooperative or equivalent form of ownership approved by HUD. The ownership interest may be subject only to the restrictions on resale required under CFR 92.254(a); mortgages, deeds of trust, or other liens or instruments securing debt on the property as approved by the Town and/or Arizona Department of Housing; or any other restrictions or encumbrances that do not impair the good and marketable nature of title to the ownership interest.
- 4) **Housing:** includes stick-built homes, mobile and manufactured housing and manufactured housing lots.

- 5) **Decent, Safe and Sanitary Housing:** means housing which relates to the general health and safety of all occupants. Minimum standards include the following which must be adequate, or be repaired or replaced before consideration of any other work:
- a. Removal of hazardous materials,
  - b. Health and safety hazards;
  - c. Stable and weather tight roof;
  - d. 100-amp electrical service with no unsafe conditions;
  - e. Plumbing (including hot water) must be in good working order and be safe and sanitary;
  - f. Heating and cooling system must be adequate and safe with a reasonable (3-year) useful life; and
  - g. Egress in accordance with local health and safety codes.
- 6) **Very Low-income families:** means families whose annual incomes do not exceed 50 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low incomes.
- 7) **Low-income neighborhoods:** means a neighborhood that has at least 51% of its households at or below 80 percent of median income for the area.
- 8) **Low-income families:** means families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low incomes.
- 9) **Moderate-income families:** means families whose incomes are 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low incomes.
- 10) **Elderly:** means person(s) of 62 years of age or older, whose health is in a condition which may result in substantial limitations in at least one of the following areas of major life activity: substantial limitations in mobility, self-care, self-direction, or capacity for independent living.

**11) Person with disabilities:** means a household composed of one or more persons (at least one of whom is an adult), who has a severe disability. A person is considered to have a severe disability if the person:

- a. uses a wheelchair, or has used another special aid for six (6) months or longer;
- b. is unable to perform one or more functional activities or needs assistance with an activity of daily living (ADL) or instrumental activity of daily living;
- c. is prevented from working at a job or doing housework; or
- d. has a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia, or mental retardation. Those persons less than 62 years of age and whom Medicare or SSI covers are also considered to have a severe disability.
  - Functional activities include seeing, hearing, having one's speech understood, lifting and carrying, walking up a flight of stairs and walking.
  - Activities of Daily Living (ADL) includes getting around inside the home, getting in or out of bed or a chair, bathing, dressing, eating and toileting.
  - Instrumental Activities of Daily Living (IADL) include going outside the home, keeping track of money or bills, preparing meals, doing light housework, and using the telephone.

**12) Program Income:** is income that is the direct result of a CDBG or HOME funded activity. The Revolving Loan Fund was established for the sole purpose of providing a continuing housing rehabilitation funding resource. All monies repaid to the RLF will be used only for housing-related purposes stated herein. All RLF monies will be deposited into a fund that is separate and independent from the Town's general fund, and will be used to continue the same activity(ies) which generated these resources.

- Program Income generated from HOME funded activities must be returned to the Arizona Department of Housing HOME program.

**13) Program Income Records:** Records of all program income received will include the source of the program income: CDBG/HOME contract number, activity number and other identifying information; amount and date of receipt; date of deposit and location of depository; date, amount and purpose of each expenditure; and interest earned (if any) records which include the date and amount of such interest earned, interest rate and the depository of such interest.

**14) Project:** means a site or an entire building (including a manufactured housing unit) that is to be assisted with CDBG or HOME funds. Project includes all the activities associated with the site and the building.

- 15) Project Completion:** means that all necessary title transfer requirements and construction work have been performed and the project complies with the requirement; the final drawdown has been disbursed for the project; and a Project Completion Report has been submitted and processed in the Cash and Management Information System (CMI) as prescribed by HUD.
- 16) Reconstruction:** means the rebuilding, on the same lot, of housing standing on a site at the time of project commitment. The number of housing units on the lot may not be increased or decreased as a part of the reconstruction project, but the number of rooms per unit may be increased or decreased. The reconstructed housing must be substantially similar (i.e. single- or multi-family housing) to the original housing. Reconstruction also includes replacing an existing substandard unit of manufactured housing with a new or standard unit of manufactured housing. Reconstruction is rehabilitation for purposes of this part.
- 17) Revolving Loan Fund:** is defined as a separate and independent set of accounts, established for the specific purpose of funding housing rehabilitation loans.
- 18) Single parent/head of household:** means an individual who is unmarried or legally separated from a spouse; and a) has one or more minor children for whom the individual has custody or joint custody; or b) is pregnant.
- 19) Single family residence:** means a dwelling that is used to house no more than two adults and their children.