



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

**AGENDA**  
**REGULAR SESSION**  
**MAYOR AND COUNCIL**  
**TOWN OF CAMP VERDE**  
**COUNCIL CHAMBERS**  
**473 S. Main Street, Room #106**  
**WEDNESDAY, AUGUST 5, 2009**  
**at 6:30 P.M.**

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
  - a) **Approval of the Minutes:**
    - 1) Special/Work Session – July 22, 2009
    - 2) Regular Session – July 15, 2009
    - 3) Special Session – July 15, 2009
    - 4) Work Session – July 8, 2009
  - b) **Set Next Meeting, Date and Time:**
    - 1) August 12, 2009 at 6:30 p.m. – Work Session (Personnel Manual & Fee Allocation Study)
    - 6) August 19, 2009 at 6:30 p.m. – Regular Session
    - 7) August 26, 2009 at 6:30 p.m. – Council Hears Planning & Zoning Matters
  - c) **Possible approval of Resolution 2009-778, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting and declaring as a public record that certain document filed with the Town Clerk and entitled 'the 2009 amendments to the tax code of the Town of Camp Verde.'** (Staff Resource: Lisa Elliott)
  - d) **Possible approval of Ordinance 2009-A368 an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, relating to the Privilege License Tax; adopting 'the 2009 amendments to the tax code of the town of Camp Verde' by reference; establishing an effective date; providing for severability and providing penalties for violations.** (Staff Resource: Lisa Elliott)
  - e) **Possible award of bid and authorization to execute contract for Project 09-070 'Supply and Delivery of Liquid Asphalt' to Cactus Asphalt. Staff recommend award to the only bidder, Cactus Asphalt. This is a budgeted item.** (Staff Resource: Ron Long)
  - f) **Possible award of bid and authorization to execute contract for Project 09-071 'Supply and Delivery of Aggregate Base Course' to Cemex and Yavapai/Apache Sand and Rock. This is a budgeted item.** (Staff Resource: Ron Long)
  - g) **Possible approval to contract with Dava and Associates Inc. and Counts Consulting LLC, and authorization for Mayor to sign contractual agreement, for services relating to the comprehensive update of the Town's Planning and Zoning Ordinance for an amount not to exceed \$120,000 in fiscal year 2009/10 and for a cumulative total not to exceed \$150,000.** (Staff Resource: Matt Morris)
  - h) **Possible approval for Out-of-State travel for a Detective to attend the 2009 Arizona Homicide Association Annual Training in Las Vegas, Nevada.** The Marshal's office has received a scholarship from Yavapai County Attorney's Office for the detective to attend. (Staff Resource: Dave Smith)
  - i) **Possible approval for out-of-State travel for Lieutenant Earl Huff to attend the united States Holocaust Museum's Ethical leadership course at the Holocaust Museum in Washington D.C.** The Marshal's office has received a grant from the Hecht Family Foundation providing funding for travel expenses to include airfare, hotel and incidentals. (Staff Resource: Dave Smith)
5. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are Camp Verde Schools Education Foundation; Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, and Yavapai County Water Advisory Committee. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.
6. **Call to the Public for Items not on the Agenda.**

7. **Public Hearing, discussion, consideration, and possible approval of Liquor License Application for Clear Creek Village Store located at 4483 E. Hwy 260 Space #32, Camp Verde, Arizona.** (Staff Resource: Debbie Barber)
8. **Discussion, consideration, and possible approval of a facilities agreement between the Town of Camp Verde and the Bread of Life Mission for a period of three years.** (Staff Resource: Lynda Moore)
9. **Call to the Public for Items not on the Agenda.**

There will be no public input on the following items:

10. **Advanced Approvals of Town Expenditures**
  - a. **There are no advanced approvals.**
11. **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.
12. **Adjournment**

Posted by: *U Jones*

Date/Time: *7-31-09 8:05 a.m*

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

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

**MINUTES  
SPECIAL/WORK SESSION  
MAYOR and COMMON COUNCIL  
TOWN OF CAMP VERDE  
COUNCIL CHAMBERS  
Wednesday, JULY 22, 2009  
6:30 p.m.**

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

**1. Call to Order**

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

**2. Roll Call**

Mayor Burnside, Vice Mayor Kovacovich, Councilors Garrison, Whatley, Baker, and German were present; Roulette is on vacation.

**Also Present:** Acting Community Development Director Mike Jenkins, Permit Tech Becky Oium, Chief Enforcement Officer/Building Inspector Robert Foreman, Chief Fire Official Barbara Rice, Certified Chief Building Official Consultant Bert Stone, and Recording Secretary Margaret Harper.

**3. Pledge of Allegiance**

The Pledge was led by Whatley.

**4. Discussion, consideration and possible direction to staff concerning negotiations on the terms of a proposed Intergovernmental Agreement with the Camp Verde Fire District to provide Fire Safety Code reviews for commercial and/or residential buildings.** *Note: Council may vote to go into executive session pursuant to ARS §38-431.02(A)(4) for discussion or consultation with designated representatives in order to consider Council's position and instruct its representatives regarding negotiations on the intergovernmental agreement and ARS §38-431.02(A)(3) for discussion or consultation with the attorney for legal advice. (Staff Resource: Michael Jenkins)*

Staff was directed as follows: Include verbiage in the draft agreement that would either provide for a prorata share of the waived building permit fees in the event of an early termination, or a requirement that the fire responses would be made for a specific number of years; research State Statutes and discuss with Jack Blum the legal authority for charging the Town for the fire responses; bring back to the Council in the near future a draft IGA and arrange for Jack Blum from the Fire District to attend the meeting to address questions from Council; and check into the possibility of Fire District property taxes being raised for the new Fire Station.

Jenkins outlined a requested addition to the proposed IGA: The Fire Department has asked that the building permit fees for the new Fire Station be waived, the Fire Department will reciprocate by not billing the Town for a response to any fire suppression call involving Town properties. Staff is seeking direction from Council regarding that request. Also, if the new Fire Station will be requiring special plan reviews that will require pulling in the consultants, the Town may want to ask that those costs be covered as well, and then discuss waiving a portion or all of the building permit or plan review fees. The members discussed with staff the roughly estimated amount of the fees in question. Also discussed was concern that the suggested reciprocal fire service should remain in effect indefinitely, or be prorated in the event of early termination of the proposed IGA. In order to make a decision about waiving fees, Burnside requested that staff research the legal authority for the Fire District to charge for fire suppression calls. There was also concern expressed about the possibility of raising property taxes to fund the new Fire Station.

**5. Discussion of the following, which may also include direction to staff:**

- **Elements involved in adopting the 2006 International Code Council Codes and related Public Codes, the Technical Code Amendments and Administrative Building Code and how these provisions will be utilized, if adopted, to regulate construction activity within the Town limits.** (Staff Resource: Michael Jenkins)

On a motion by Whatley, seconded by Garrison, the Council unanimously voted to direct staff to prepare Ordinances and/or Resolutions for consideration in a future Council session in adopting the 2006 International Code Council Codes and related Public Codes, the Technical Code Amendments and Administrative Building Code.

The members participated in a detailed Work Session on the subject Codes, with input, information, suggestions and recommendations from Certified Chief Building Official Consultant Bert Stone, Chief Fire Official Barbara Rice, Chief Enforcement Officer/Building Inspector Robert Foreman, and Permit Tech Becky Oium, as well as the Council

members. In connection with his recommendation to adopt the 2006 Codes at this time, Stone commented that they were much more explanatory and would provide consistency with other Verde Valley jurisdictions who have adopted that version.

**6. Adjournment**

On a motion by Garrison, seconded by Kovacovich, the meeting was adjourned at 8:14 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 Special/Work Session of the Town Council of Camp Verde, Arizona, held on the 22<sup>nd</sup> day of July 2009. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

---

Debbie Barber, Town Clerk

**MINUTES  
REGULAR SESSION  
MAYOR AND COUNCIL  
TOWN OF CAMP VERDE  
COUNCIL CHAMBERS  
WEDNESDAY, JULY 15, 2009  
6:30 P.M.**

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

**1. Call to Order**

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

**2. Roll Call**

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

**Also Present:** Town Manager Michael Scannell, Sr. Accountant Lisa Elliott, Parks & Recreation Director Lynda Moore, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper.

**3. Pledge of Allegiance**

The Pledge was led by Baker.

**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) Special Session – July 8, 2009
- 2) Executive Session – July 8, 2009 (recorded)
- 3) Regular Session – July 1, 2009

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

- 1) July 15, 2009 at 6:30 p.m. – Regular Session
- 2) July 22, 2009 at 6:30 p.m. – Council Hears Planning & Zoning – **CANCELLED**
- 3) **July 22, 2009 at 6:30 p.m. – Work Session** – Amendments to the International Code Council (ICC)
- 4) August 5, 2009 at 6:30 p.m. – Regular Session
- 5) August 12, 2009 at 6:30 p.m. – Work Session (Personnel Manual)
- 6) August 19, 2009 at 6:30 p.m. – Regular Session
- 7) August 26, 2009 at 6:30 p.m. – Council Hears Planning & Zoning

**c) Possible approval of Resolution 2009-779, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting and declaring as a public record that certain document filed with the Town Clerk and entitled, "Town of Camp Verde Fiscal Year 2009-2010 Budget".** Note: the public hearing for this item was held in a Special Session conducted prior to this meeting at 6:15 p.m. (Staff Resource: Michael Scannell)

On a motion by Baker, seconded by Kovacovich, the Consent Agenda was unanimously approved as presented, including the correction to the July 8, 2009 Special Session Minutes, adding the Town Attorney as also present.

Kovacovich requested a correction to the Special Session Minutes of July 8, 2009 to reflect that Town Attorney Bill Sims was also present.

**5. Council Informational Reports.**

Baker reported on her attendance at the Water Advisory Committee meeting today in Cottonwood; she commented on one concern, the Federal bill addressing the Clean Water Act. The Technical Advisory Committee will research possible changes, and Baker will hopefully have more to report the next time.

There were no other reports.

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

(Comments from the following individual are summarized.)

**Don Randall**, a Baptist minister who recently has moved to Camp Verde and is looking for a building for his ministry asked if it might be possible to rent a portion of the Rio Verde Plaza at a reasonable rate; he would propose to do all the necessary remodel work. *Mayor Burnside directed to Town Manager to follow up with Mr. Randall and look into that possibility.*

There was no further public input.

7. **Presentation and possible discussion of the quarterly reports from the following:** Note: the Housing Commission, Library Advisory Commission, Parks & Recreation Commission, and the Trails & Pathways Commission were relieved of duties on July 1, 2009 by Resolution 2009-780. These Commission minutes covering the last quarter were provided to Council in the monthly reports and are also available in the Clerk's Office and online.
- a. **Board of Adjustments**
  - b. **Design Review Board**
  - c. **Planning & Zoning Commissions**
  - d. **Camp Verde Chamber of Commerce**
- There was no action taken.

Chip Norton, Vice Chairperson, Design Review Board, presented the Quarterly Report on behalf of that Board; Tracie Schimikowsky, Director of Operations, Chamber of Commerce, gave the Quarterly Report on the activities of the Chamber, and reminded everyone of the Regional Chamber Mixer on July 16<sup>th</sup> at The Lodge at Cliff Castle from 6:00 p.m. to 8:00 p.m..

There were no other verbal reports presented.

Councilor Garrison requested items 8 & 9:

8. **Discussion, consideration, and possible direction to staff relative to the display of religious symbols on Town property.**  
There was no action taken.

Garrison questioned whether the word "temporary" should be included in the Town Code relative to the display of religious symbols, since the Town Attorney had used that word in his legal opinion on that issue. It was suggested that perhaps the Town Attorney should be consulted on that question; however, Baker pointed out the wording in the Code that appeared to address that with the phrase, "...may allow religious symbols on Town property during events that are not sponsored by the Town.." and the majority of the members agreed that no revision was necessary. There was no further discussion.

9. **Report and discussion of the events that led up to the removal and replacement of the cross by staff on June 26, 2009 and the removal again on June 29, 2009 by the Bread of Life Executive Director.**  
There was no action taken.

Mayor Burnside said that Garrison had asked that this item be pulled from the agenda in response to e-mails she had received; however, German has requested that she be allowed to discuss the item. In essence, German said that she felt that the Council was doing the staff and the Town Manager a disservice by not addressing the issue since they had provided all the background information that had been requested. German said she believes that a disservice has been done to Mr. Scannell; he has been doing an outstanding job and when the issue came up he did his job as was expected, with diplomacy and finesse; the Town should move on now and put the issue behind it. Garrison, although she commented that there is continuing disagreement on the Constitutional issue, from the Federal Government on down, voiced her confidence in the difficult job that Mr. Scannell is handling overall. The remainder of the members each expressed their support of the Town Manager, and their collective opinion that what he did was quickly and respectfully resolved, was part of his job, and was not a policy decision.

#### **PUBLIC INPUT**

(Comments from the following individual are summarized.)

**Nancy Boyd** said she was proud of the Council for the support expressed for the Town Manager. The issue should not be a religious one; it is a public building. Ms. Boyd recommended that the Rental Agreement form include the statement that any decorations have to come down after the event and there will be no damage to the walls; the form needs to be improved. *(German assured Ms. Boyd that the Town is working on that very issue.)*

There was no further public input.

10. **Public Hearing, discussion, consideration, and possible recommendation for approval of a liquor license application submitted by Arizona Stronghold Vineyards, LLC, located at 4700 Old Highway 279, Ste. A, Camp Verde, Arizona.** (Staff Resource: Debbie Barber)

On a motion by Garrison, seconded by Baker, the Council unanimously recommended approval of a liquor license application submitted by Arizona Stronghold Vineyards, LLC, located at 4700 Old Highway 279, Ste. A, Camp Verde, Arizona.

Town Clerk Barber advised the Council that the posting had been done for the required time, although it had to be done a second time because the first notice had been accidentally destroyed; no comments have been received.

Lisa Rhodes, Business Manager for Arizona Stronghold Vineyards, explained the reason for the liquor license application, the business is growing, and they are researching opening a wine room in Camp Verde. There was no further discussion.

There was no public input.

11. **Discussion, consideration, and possible funding or direction to staff relative to an in-kind contribution or a letter of support (and upon possible award of grant provide information) to the Verde Valley Housing Task Force (VVHTF) in order to collaborate on a study with a grant to gather data that identifies an organizational structure that would effectively address the status of the region's affordable housing. There is no amount set for a financial contribution and any financial contribution would be an unbudgeted item. (Staff Resource: Michael Scannell)**  
 On a motion by German, seconded by Baker, the Council **voted 4-3** to send a cash contribution of \$500 and a letter of support to the Verde Valley Housing Task Force in order to collaborate on a study with a grant to gather data that identifies an organizational structure that would effectively address the status of the region's affordable housing; **with 'no' votes by Whatley, Kovacovich and Burnside.**

Matt Morris explained that the Verde Valley Housing Task Force has received input from Cottonwood and Sedona identifying a funding source to do a study that would look at not only the housing needs in the Verde Valley but options or tools that might be available for the Verde Valley in terms of addressing those issues. Matching funds are being solicited for the study grant in the amount of \$10,000. To date, Jerome has dedicated \$500 and Cottonwood has pledged \$2,000; notwithstanding whatever amount that Camp Verde may contribute, Sedona is looking to contribute the remainder. Clarkdale does not have sufficient funds, but has offered staff time to help with the project, and Yavapai County has offered to provide data information at no cost as part of their contribution.

There was considerable discussion, with input from the Financial staff, about the availability of funds, as well as possible contribution of staff time. The members also acknowledged the need in the Verde Valley for attainable housing, but the main objection was over supporting yet another study. In response to a question regarding what the Town could afford to donate, Scannell agreed that \$1,000 would be a reasonable amount; he and Sr. Accountant Elliott would work on finding the funds. After further discussion, including an explanation of "in-kind" donations, there were suggestions for a token contribution of \$500 cash as well as a letter of support. Scannell confirmed that there will be a regular follow-up on the progress on the study; Morris added that two members of the suspended Housing Commission have expressed interest in participating in the meetings on their own.

#### **PUBLIC INPUT**

**Nancy Boyd** commented that the ink was not even dry yet on the new Budget; a contribution of cash does not seem right considering all the other problems.

There was no further public input.

12. **Discussion, consideration, and possible approval of Resolution 2009-775, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting and declaring as a public record that certain document filed with the Town Clerk and entitled, "Town of Camp Verde Financial Policies and Procedures". (Staff Resource: Lisa Elliott)**

On a motion by Garrison, seconded by Baker, the Council unanimously approved Resolution 2009-775, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting and declaring as a public record that certain document filed with the Town Clerk and entitled, "Town of Camp Verde Financial Policies and Procedures," as presented and with amendments stated.

#### **Amendments stated (as underlined):**

Page 6, Section 3-4-3.3, Paragraphs 3 and 5, replace "annually," with "as necessary."

Page 7, Section 3-4-3.10, **add to Paragraph 2**, "The term for the external auditor will be no longer than three (3) years; the Town will then go to the RFP process for an independent public accounting firm; the firm currently serving the Town will not be eligible to participate in replying to the RFP."

Page 7, Section 3-4-3.10, Paragraph 4, replace "Quarterly," with "As soon as practicable following the close of the quarter, staff will provide financial, Capital Improvement Program and...."

Page 8, Section 3-4-4.5, Paragraph a, Credit Risk, first bullet paragraph, after sentence ending with "...in A.R.S. 35-323." Delete remainder of that paragraph beginning with, "When possible...."

Page 12, Section 3-4-4.17, Policy Considerations, Exemption, remove "or Town Administration" and end sentence with, "...authority of the Town Council."

Page 12, Section 3-4-4.18, Investment Training: Tie that provision in with Section 3-4-3.9 on Page 7.

Sr. Accountant Elliott explained that the majority of municipalities around the State have had Financial Policies in place for a

number of years, and in keeping with efforts to improve the operations of the Camp Verde Finance Department the proposed document has been prepared and submitted for review and consideration. The proposed Financial Policies and Procedures, attached, include the investment policy that Council has already adopted. The intent is to have the Policies and Procedures adopted and included in the Town Code so that they are a hard and fast matter of record and will require formal action in order to change them.

The Council reviewed the document in depth, with clarification from Elliott and Scannell on specific provisions, as requested. The members arrived at general agreement on suggested revisions, additions and deletions, as summarized and stated above.

13. **Discussion, consideration, and possible approval of Ordinance 2009-A366, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, amending Town Code, Chapter 3, Administration, adding Section 3-4, Financial Policies.** (Staff Resource: Lisa Elliott)

On a motion by German, seconded by Kovacovich, the Council unanimously approved Ordinance 2009-A366, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, amending Town Code, Chapter 3, Administration, adding Section 3-4, Financial Policies.

Elliott said that this item is the Ordinance to memorialize the Financial Policies that Council just adopted. This will ensure for future Councils that the policies and procedures are part of the Town Code.

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

There was no public input.

15. **Advanced Approvals of Town Expenditures**

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

There were no advanced approvals.

16. **Manager/Staff Report**

There was no Manager/staff report.

17. **Adjournment**

On a motion by Garrison, seconded by Kovacovich, the meeting was adjourned at 8:22 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 15<sup>th</sup> day of July 2009. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

**MINUTES  
SPECIAL SESSION  
MAYOR and COMMON COUNCIL  
Of the  
TOWN OF CAMP VERDE  
COUNCIL CHAMBERS  
473 S. Main Street #106  
Wednesday July 15, 2009  
5:00 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**

Mayor Burnside called the meeting to order at 5:00 p.m.

**2. Roll Call**

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

**Also Present:**

Town Manager Mike Scannell, Parks & Recreation Director Lynda Moore, Senior Accountant Lisa Elliott, and Town Clerk Deborah Barber

- 3. Discussion, consideration, and possible direction the Manager to accept or renegotiate the final offer of \$2,400 from the owners of Lawman's Pizza to settle back rent due the Town by the former said tenant (estimated amount due to the Town is \$6,025.92).** Note: Council may vote to go into Executive Session pursuant to ARS §38-431.03(A)(3) for discussion or consultation with the attorney for legal advice and §38-431.03(A)(4) for discussion or consultation with the attorney in order to consider Council's position regarding contracts that are the subject of negotiation, in pending or contemplated litigation, or in settlement discussions in order to avoid or resolve litigation.

On a motion by Burnside, seconded by Baker, the Council voted unanimously to accept the offer of \$2,400 from the owner's of Lawman's Pizza to settle the past due rent.

Scannell explained that he had met with the owners of Lawman's Pizza and understands that the business failed due to the economic downturn. He said the family had put their life savings into building the business and that this amount was the most that they could offer. He recommended settlement.

Council discussed how it was that the business was allowed to become so far behind and Scannell explained that he believed that having Council go through an eviction process at a time when businesses are suffering and closing, that it would not have looked very good.

Scannell reported that he would come up with the release and agreement forms to settle the matter and thanked Council for their consideration.

**4. Final review, discussion, and consideration of the Town of Camp Verde FY 2009-2010 Budget**

Council discussed items such as the InCode software and the ability to move funds around within the budget should the need arise. They also discussed the pool and decided that the pool would stay open. It was generally agreed that the pool could close on Friday, but be open additional hours on Saturday.

Council directed the Manager to look into how Town Hall can show up on caller I.D., as opposed to 'unknown' or 'unavailable'.

**5. Public Hearing to receive public comment relative to the Town of Camp Verde FY 2009-2010 Budget  
At 6:15 Mayor Burnside opened the public hearing for final review, discussion, consideration of the Town of Camp Verde FY 2009-2010 Budget.**

Mayor Burnside advised that this was the time to receive public input on the FY 2009-2010 Budget and opened the floor for public input.

**Public Input:**

There was no public input.

**6. Adjournment**

On a motion by Whatley, seconded by Baker, the Council voted unanimously to adjourn at 6:16 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 Special Session of the Town Council of Camp Verde, Arizona, held on the 15<sup>th</sup> day of July 2009. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

---

Debbie Barber, Town Clerk

**MINUTES  
WORK SESSION  
MAYOR and COMMON COUNCIL  
TOWN OF CAMP VERDE  
COUNCIL CHAMBERS  
Wednesday, JULY 8, 2009  
6:30 p.m.**

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

**1. Call to Order**

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

**2. Roll Call**

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

**Also Present:** Town Attorney Bill Sims, Manager Michael Scannell, Town Clerk Debbie Barber, Town Marshal Dave Smith, Parks & Recreation Director Lynda Moore, Deputy Town Clerk Virginia Jones, and Recording Secretary Margaret Harper.

**3. Pledge of Allegiance**

During the opening of the preceding Special Session, the Pledge was led by Roulette.

**A recess was called at 6:32 p.m.; the meeting was called back to order at 7:36 p.m.**

**4. Discussion of the following, which may also include direction staff:**

- a. Discussion of the three questions posed by Councilor Garrison at the June 17, 2009 meeting. Garrison asked for an analysis from the Town Attorney, Marshal David Smith, and Southwest Risk relative to alcohol sales on Town property including the perception of adverse impacts and potential liability.** (Staff Resource: Town Manager Michael Scannell, Town Attorney Bill Sims, Marshal David R. Smith, and Town Clerk Debbie Barber)

Continuing the discussion from the Special Session on alcohol sales on Town property, Marshal Smith reviewed his research that showed no particular problems with alcohol sales in the past; he recommended a permitting process that will include the Marshal's Office to ensure compliance with the laws and security issues. As for the list of event controls suggested by Smith, Sims cautioned that those controls should be imposed only by the promoter handling the event; if the Town is involved in those details, other than requiring certain spaces to be used for alcohol sales and consumption, it will be subject to liability claims.

There was considerable discussion on researching the amounts of past and current liability insurance required, both for the event promoter and each vendor, as well as designation of responsibility for determining compliance with those requirements. Burnside noted, and Barber confirmed, that the insurance policy that is in effect as of now is 1-million plus 1-million; Moore explained that the insurance required of the Sheriff's Posse has been 1-million plus 2-million, based on her discussions with Southwest Risk, and negotiations for each of their events involving alcohol. It was also pointed out that in the future all insurance requirements will be set forth in the Special Event Permit Handbook and Process currently in draft form for Council consideration.

- b. Discussion relative to the support or non-support of alcohol sales on Town property. If the sale of alcohol is supported, there may be discussion and consideration of the following:**

- 1) Establishing the events at which alcohol sales will be permitted;**
- 2) Establishing insurance requirements; and**
- 3) Possible direction to staff relative to defining restrictions as to where alcohol can be consumed during the events.**

A motion by Baker, seconded by Kovacovich, to approve the sale of beer and wine on Town property, was withdrawn after discussion.

On a motion by Baker, seconded by Kovacovich, the Council **voted 6-1 to support** the sale of beer and wine at specified events on Town property; **with a 'no' vote by Garrison.**

The discussion commenced with considering the benefit or non-benefit to the local merchants from the events, and support or non-support of sales of alcohol on Town property. Sims advised the Council that a vote could be taken to

indicate support, which could then open discussion on the three items listed for discussion and consideration.

After the vote indicating support of the sales of alcohol on Town property, the following events were established by general agreement: Pecan & Wine Festival (wine only), Ft. Verde Days (beer only), and the Crawdad Festival (beer only). Barber advised the Council that their recommendations will be set forth in a proposed Ordinance that will amend Section 11-1-6 of the Town Code.

It was also agreed that the insurance required for alcohol sales will be 1-million plus 2-million for the promoter; Sims stated his understanding that Southwest Risk approves the amounts of 1-and-2 for general liability, 1-million liquor liability in addition to the 1-and-2 general liability; 1-million occurrence/1-million aggregate for the mom-and-pop booth operator; Council agreed with those amounts. Sims added that he will confirm those figures with Southwest Risk and report back.

The issue of defining the location for sales of alcohol was discussed; Sims advised that staff can determine the specific locations, and impose such event-specific restrictions on the event promoters. It was pointed out that Council will determine specific enforcement and security requirements at the time of approving the permit. Scannell commented, and Barber confirmed, that disclosure of all requirements and consequences for breaches will be in the proposed Special Event Permit Handbook, as well as discussed at a mandatory pre-event meeting with the promoter. Staff will determine, and the promoter will agree to, the spatial requirement for each special event, to be illustrated by a sketch at the time of Council approval of the liquor permit.

Posting of signs pursuant to Town Code regarding public areas for consumption of alcohol was also discussed.

**Upon completion of item 4.b, Council may direct staff to prepare an ordinance that incorporates Council's recommendations to amend Section 11-1-6 of the Town Code to present at the earliest date possible.**

Staff was directed to prepare an ordinance that incorporates Council's recommendations to amend Section 11-1-6 of the Town Code, as discussed, to present at the earliest date possible.

**c. Discussion of Ordinance 2006-A331, establishing Section 124 of the Planning & Zoning Ordinance, establishing Design Review.** (Staff Resource: Mayor and Council)

Following the comments from Sr. Planner Mike Jenkins supporting his opposition to combining Design Review with the Planning & Zoning Commission, as well as comments from the members pointing out the advantages in doing so, and frustration with developers in dealing with the Board, it was decided to continue the discussion to a future Work Session.

#### **PUBLIC INPUT**

(Comments from the following individual are summarized.)

**Howard Parrish** said that he had served as P&Z Liaison on the Design Review Board for a six-month period, and noted that there was often a problem with no quorum; he never met all the members who were on that Board. There was a lot of "nit-picking" that went on. He recommended that P&Z should be allowed to do what it used to do, and Council should dissolve the Design Review Board.

**d. Special Event Permit Handbook and process** (Staff Resource: Debbie Barber)

Barber advised the Council that every department and agency had been contacted for comments and input in developing the proposed Special Event Permit Handbook, including review by the Town Attorney. Barber pointed out some of the recent changes made, including steps involved in the permitting process. There was discussion regarding the requirements for obtaining and displaying business licenses, together with the need for the mechanism to ensure compliance with all the rules and regulations. Approval of the Handbook will be documented by adoption of a Resolution.

There was a general consensus to move the discussion to the July 15<sup>th</sup> meeting for further consideration, and agreement that the Council members will submit their comments and suggestions to Barber for incorporation prior to that meeting for possible approval of the subject Handbook.

**e. Financial Policies and Procedures** (Staff Resource: Michael Scannell)

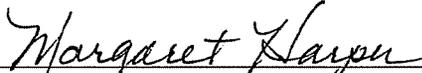
Scannell suggested delaying this item to a future meeting; he will bring it back within the next 30 days; the Council agreed with that suggestion.

f. **Fee Allocation Study** (Staff Resource: Michael Scannell)  
This item was not addressed.

**5. Adjournment**

On a motion by German, seconded by Whatley, the meeting was adjourned at 10:16 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 Work Session of the Town Council of Camp Verde, Arizona, held on the 8<sup>th</sup> day of July 2009. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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

Cvd



**TOWN OF CAMP VERDE  
Agenda Action Form**

**Meeting Date:** August 5, 2009

**Meeting Type:** Regular Session

**Consent Agenda**       **Regular Business**

**Reference Document:**

2009 Amendments to the Tax Code of the Town of Camp Verde

**Agenda Title (be exact):**

Possible Approval of Ordinance 2009-A368, adopting "The 2009 Amendments to the Tax Code of the Town of Camp Verde" and Resolution 2009-778, declaring as a Public Record, "The 2009 Amendments to the Tax Code of the Town of Camp Verde."

**Purpose and Background Information:**

Adoption of the Amendments to the Tax Code are intended to bring the Town's Tax Code language in line with Legislative changes to the Model City Tax Code. The updated language appears in upper case letters for additions/changes and lines striking deletions in the attached amendments.

The "Outline of Proposed Conforming Changes to Model City Tax Code" attached provides a brief summary of the proposed changes.

**Recommendation (Suggested Motion):**

Approval of Ordinance 2009-A368, adopting "The 2009 Amendments to the Tax Code of the Town of Camp Verde" and Resolution 2009-778, declaring as a Public Record, "The 2009 Amendments to the Tax Code of the Town of Camp Verde."

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

**Finance Director Comments/Fund:**

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

**Attorney Comments:**

**Submitting Department:** Finance

**Contact Person:** Lisa Elliott, Senior Accountant

**Action Report Prepared By:** Lisa Elliott, Senior Accountant

## **OUTLINE OF PROPOSED CONFORMING CHANGES TO MODEL CITY TAX CODE**

The attached Model City Tax Code changes, summarized below, were approved by the Municipal Tax Code Commission in February.

### **Sections 1-3**

These sections incorporate last year's legislative changes to A.R.S. 42-6004, modifying the Development Fee exemption found in MCTC Sections 415, 416, and 417. These changes serve to clarify the exemptions, and are the result of a cooperative effort between the UAC and taxpayer advocates to craft language that was administratively workable without altering the legislative intent of the original exemption. These sections have a retroactive effective date of September 1, 2006 to coincide with the original exemption.

### **Section 4**

This is a technical correction, adding the exemption for Solar Energy devices to Section 450, Rental of Tangible Personal Property, allowing for the exempt leasing of solar energy devices. This section was inadvertently left out when the same exemption was added to the Contracting, Retail, and Use tax activities last year. This change has a retroactive effective date of July 1, 2008 to align it with the other matching exemptions.

### **Section 5**

This is also a technical correction, removing the reference to residency requirements in Regulation 350.3 that was overlooked when similar language was removed from the definition of "Out-of-State sales" in Section 100 last year. This change is also retroactive to July 1, 2008 to align it with the original definition change.

### **Effective Date**

The provisions of sections 1 through 3 shall be effective from and after September 1, 2006. The provisions of sections 4 and 5 shall be effective from and after July 1, 2008.



**RESOLUTION 2009-778**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL  
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,  
DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT  
FILED WITH THE TOWN CLERK AND ENTITLED  
"THE 2009 AMENDMENTS TO THE TAX CODE OF THE TOWN OF CAMP VERDE".**

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF CAMP VERDE,  
ARIZONA:**

**THAT** certain document entitled "THE 2009 AMENDMENTS TO THE TAX CODE OF THE TOWN OF CAMP VERDE," three copies of which are on file in the office of the Town Clerk, is hereby declared to be a public record, and said copies are ordered to remain on file with the Town Clerk.

Passed and adopted by the Mayor and Council of the Town of Camp Verde, Arizona at the regular meeting of August 5, 2009.

\_\_\_\_\_  
Robert Burnside, Mayor

**Attest:**

**Approved as to form:**

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

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

**2009 AMENDMENTS TO THE  
TAX CODE OF THE TOWN OF CAMP VERDE**

**Section 1. Section 8-415 of the Tax Code of the Town of Camp Verde is amended to read:**

**Sec. 8-415. Construction contracting: Construction contractors.**

- (a) The tax rate shall be at an amount equal to three percent (3%) of the gross income from the business upon every construction contractor engaging or continuing in the business activity of construction contracting within the Town.
- (1) However, gross income from construction contracting shall not include charges related to groundwater measuring devices required by A.R.S. Section 45-604.
  - (2) (Reserved)
  - (3) gross income from construction contracting shall not include gross income from the sale of manufactured buildings taxable under Section 8-427.
  - (4) For taxable periods beginning from and after July 1, 2008, the portion of gross proceeds of sales or gross income attributable to the actual direct costs of providing architectural or engineering services that are incorporated in a contract is not subject to tax under this Section. For the purposes of this subsection, "direct costs" means the portion of the actual costs that are directly expended in providing architectural or engineering services.
- (b) Deductions and exemptions.
- (1) Gross income derived from acting as a "subcontractor" shall be exempt from the tax imposed by this Section.
  - (2) All construction contracting gross income subject to the tax and not deductible herein shall be allowed a deduction of thirty-five percent (35%).
  - (3) The gross proceeds of sales or gross income attributable to the purchase of machinery, equipment or other tangible personal property that is exempt from or deductible from privilege or use tax under:
    - (A) Section 8-465, subsections (g) and (p)
    - (B) Section 8-660, subsections (g) and (p)shall be exempt or deductible, respectively, from the tax imposed by this Section.
  - (4) The gross proceeds of sales or gross income that is derived from a contract entered into for the installation, assembly, repair or maintenance of income-producing capital equipment, as defined in Section 8-110, that is deducted from the retail classification pursuant to Section 8-465(g) that does not become a permanent attachment to a building, highway, road, railroad, excavation or manufactured building or other structure, project, development or improvement shall be exempt from the tax imposed by this Section. If the ownership of the realty is separate from the ownership of the income-producing capital equipment, the determination as to permanent attachment shall be made as if the ownership was the same. The deduction provided in this paragraph does not include gross proceeds of sales or gross income from that portion of any contracting activity which consists of the development of, or modification to, real property in order to facilitate the installation, assembly, repair, maintenance or removal of the income-producing capital equipment. For purposes of this paragraph, "permanent attachment" means at least one of the following:
    - (A) to be incorporated into real property.
    - (B) to become so affixed to real property that it becomes part of the real property.
    - (C) to be so attached to real property that removal would cause substantial damage to the real property from which it is removed.
  - (5) The gross proceeds of sales or gross income received from a contract for the construction of an environmentally controlled facility for the raising of poultry for the production of eggs and the sorting, or cooling and packaging of eggs shall be exempt from the tax imposed under this Section.

- (6) The gross proceeds of sales or gross income that is derived from the installation, assembly, repair or maintenance of cleanrooms that are deducted from the tax base of the retail classification pursuant to Section 8-465, subsection (g) shall be exempt from the tax imposed under this Section.
- (7) The gross proceeds of sales or gross income that is derived from a contract entered into with a person who is engaged in the commercial production of livestock, livestock products or agricultural, horticultural, viticultural or floricultural crops or products in this State for the construction, alteration, repair, improvement, movement, wrecking or demolition or addition to or subtraction from any building, highway, road, excavation, manufactured building or other structure, project, development or improvement used directly and primarily to prevent, monitor, control or reduce air, water or land pollution shall be exempt from the tax imposed under this Section.
- (8) The gross proceeds of sales or gross income received from a post construction contract to perform post-construction treatment of real property for termite and general pest control, including wood destroying organisms, shall be exempt from tax imposed under this Section.
- (9) Through December 31, 2009, the gross proceeds of sales or gross income received from a contract for constructing any lake facility development in a commercial enhancement reuse district that is designated pursuant to A.R.S. § 9-499.08 if the contractor maintains the following records in a form satisfactory to the Arizona Department of Revenue and to the Town:
- (A) The certificate of qualification of the lake facility development issued by the Town pursuant to A.R.S. § 9-499.08, subsection D.
- (B) All state and local transaction privilege tax returns for the period of time during which the contractor received gross proceeds of sales or gross income from a contract to construct a lake facility development in a designated commercial enhancement reuse district, showing the amount exempted from state and local taxation.
- (C) Any other information considered to be necessary.
- (10) ~~Development or impact fees included in a construction or development contract for payment to the state or local government to offset governmental costs of providing public infrastructure, public safety and other public services to a development.~~  
 ANY AMOUNT ATTRIBUTABLE TO DEVELOPMENT FEES THAT ARE INCURRED IN RELATION TO THE CONSTRUCTION, DEVELOPMENT OR IMPROVEMENT OF REAL PROPERTY AND PAID BY THE TAXPAYER AS DEFINED IN THE MODEL CITY TAX CODE OR BY A CONTRACTOR PROVIDING SERVICES TO THE TAXPAYER. FOR THE PURPOSES OF THIS PARAGRAPH:
- (A) THE ATTRIBUTABLE AMOUNT SHALL NOT EXCEED THE VALUE OF THE DEVELOPMENT FEES ACTUALLY IMPOSED.
- (B) THE ATTRIBUTABLE AMOUNT IS EQUAL TO THE TOTAL AMOUNT OF DEVELOPMENT FEES PAID BY THE TAXPAYER OR BY A CONTRACTOR PROVIDING SERVICES TO THE TAXPAYER AND THE TOTAL DEVELOPMENT FEES CREDITED IN EXCHANGE FOR THE CONSTRUCTION OF, CONTRIBUTION TO OR DEDICATION OF REAL PROPERTY FOR PROVIDING PUBLIC INFRASTRUCTURE, PUBLIC SAFETY OR OTHER PUBLIC SERVICES NECESSARY TO THE DEVELOPMENT. THE REAL PROPERTY MUST BE THE SUBJECT OF THE DEVELOPMENT FEES.
- (C) "DEVELOPMENT FEES" MEANS FEES IMPOSED TO OFFSET CAPITAL COSTS OF PROVIDING PUBLIC INFRASTRUCTURE, PUBLIC SAFETY OR OTHER PUBLIC SERVICES TO A DEVELOPMENT AND AUTHORIZED PURSUANT TO SECTION 9-463.05, SECTION 11-1102 OR TITLE 48 REGARDLESS OF THE JURISDICTION TO WHICH THE FEES ARE PAID.
- (11) For taxable periods beginning from and after July 1, 2008 AND ending before January 1, 2011, the gross proceeds of sales or gross income derived from a contract to provide and install a solar energy device. The contractor shall register with the department of revenue as a solar energy contractor. By registering, the contractor acknowledges that it will make its books and records relating to sales of solar energy devices available to the department of revenue and the city, as applicable, for examination.
- (c) Subcontractor means a construction contractor performing work for either:
- (1) a construction contractor who has provided the subcontractor with a written declaration that he is liable for the tax for the project and has provided the subcontractor his Town Privilege License number.

- (2) an owner-builder who has provided the subcontractor with a written declaration that:
  - (A) the owner-builder is improving the property for sale; and
  - (B) the owner-builder is liable for the tax for such construction contracting activity; and
  - (C) the owner-builder has provided the contractor his Town Privilege License number.
- (3) a person selling new manufactured buildings who has provided the subcontractor with a written declaration that he is liable for the tax for the site preparation and set-up; and provided the subcontractor his Town Privilege License number.

Subcontractor also includes a construction contractor performing work for another subcontractor as defined above.

**Section 2. Section 8-416 of the Tax Code of the Town of Camp Verde is amended to read:**

**Sec. 8-416. Construction contracting: speculative builders.**

- (a) The tax shall be equal to three percent (3%) of the gross income from the business activity upon every person engaging or continuing in business as a speculative builder within the Town.
  - (1) The gross income of a speculative builder considered taxable shall include the total selling price from the sale of improved real property at the time of closing of escrow or transfer of title.
  - (2) "Improved Real Property" means any real property:
    - (A) upon which a structure has been constructed; or
    - (B) where improvements have been made to land containing no structure (such as paving or landscaping); or
    - (C) which has been reconstructed as provided by Regulation; or
    - (D) where water, power, and streets have been constructed to the property line.
  - (3) "Sale of Improved Real Property" includes any form of transaction, whether characterized as a lease or otherwise, which in substance is a transfer of title of, or equitable ownership in, improved real property and includes any lease of the property for a term of thirty (30) years or more (with all options for renewal being included as a part of the term). In the case of multiple unit projects, "sale" refers to the sale of the entire project or to the sale of any individual parcel or unit.
  - (4) "Partially Improved Residential Real Property," as used in this Section, means any improved real property, as defined in subsection (a)(2) above, being developed for sale to individual homeowners, where the construction of the residence upon such property is not substantially complete at the time of the sale.
- (b) Exclusions.
  - (1) In cases involving reconstruction contracting, the speculative builder may exclude from gross income the prior value allowed for reconstruction contracting in determining his taxable gross income, as provided by Regulation.
  - (2) Fair Market value of land. Gross income from the sale of improved real property shall not include the "fair market value" of the land which is included in the real property sold, when a charge for such land is included in the total selling price of the real property sold.
    - (A) Except as provided in subsection (b)(2)(B) below, the taxpayer must document such "fair market value" to the satisfaction of the Tax Collector, and maintain and provide such documentation upon demand in addition to and in like manner to the books and records required in Article III.
    - (B) In lieu of the documented fair market value of land allowed in subsection (b)(2)(A) above, an amount equal to twenty percent (20%) of the total selling price may be used to estimate the "fair market value" of land.
  - (3) (Reserved)

- (4) A speculative builder may exclude gross income from the sale of partially improved residential real property as defined in (a)(4) above to another speculative builder only if all of the following conditions are satisfied:
- (A) The speculative builder purchasing the partially improved residential real property has a valid Town privilege license for construction contracting as a speculative builder; and
  - (B) At the time of the transaction, the purchaser provides the seller with a properly completed written declaration that the purchaser assumes liability for and will pay all privilege taxes which would otherwise be due the Town at the time of sale of the partially improved residential real property; and
  - (C) The seller also:
    - (i) maintains proper records of such transactions in a manner similar to the requirements provided in this chapter relating to sales for resale; and
    - (ii) retains a copy of the written declaration provided by the buyer for the transaction; and
    - (iii) is properly licensed with the Town as a speculative builder and provides the Town with the written declaration attached to the Town privilege tax return where he claims the exclusion.
- (5) For taxable periods beginning from and after July 1, 2008, the portion of gross proceeds of sales or gross income attributable to the actual direct costs of providing architectural or engineering services that are incorporated in a contract is not subject to tax under this section. For the purposes of this subsection, "direct costs" means the portion of the actual costs that are directly expended in providing architectural or engineering services.
- (c) Tax liability for speculative builders occurs at close of escrow or transfer of title, whichever occurs earlier, and is subject to the following provisions, relating to exemptions, deductions and tax credits:
- (1) Exemptions.
- (A) The gross proceeds of sales or gross income attributable to the purchase of machinery, equipment or other tangible personal property that is exempt from or deductible from privilege or use tax under:
    - (i) Section 8-465, subsections (g) and (p)
    - (ii) Section 8-660, subsections (g) and (p)shall be exempt or deductible, respectively, from the tax imposed by this Section.
  - (B) The gross proceeds of sales or gross income received from a contract for the construction of an environmentally controlled facility for the raising of poultry for the production of eggs and the sorting, or cooling and packaging of eggs shall be exempt from the tax imposed under this Section.
  - (C) The gross proceeds of sales or gross income that is derived from the installation, assembly, repair or maintenance of cleanrooms that are deducted from the tax base of the retail classification pursuant to Section 8-465, subsection (g) shall be exempt from the tax imposed under this section.
  - (D) The gross proceeds of sales or gross income that is derived from a contract entered into with a person who is engaged in the commercial production of livestock, livestock products or agricultural, horticultural, viticultural or floricultural crops or products in this state for the construction, alteration, repair, improvement, movement, wrecking, ordemolition or addition to or subtraction from any building, highway, road, excavation, manufactured building or other structure, project, development or improvement used directly and primarily to prevent, monitor, control or reduce air, water or land pollution shall be exempt from the tax imposed under this Section.

- (E) ~~Development or impact fees included in a construction or development contract for payment to the state or local government to offset governmental costs of providing public infrastructure, public safety and other public services to a development.~~ ANY AMOUNT ATTRIBUTABLE TO DEVELOPMENT FEES THAT ARE INCURRED IN RELATION TO THE CONSTRUCTION, DEVELOPMENT OR IMPROVEMENT OF REAL PROPERTY AND PAID BY THE TAXPAYER AS DEFINED IN THE MODEL CITY TAX CODE OR BY A CONTRACTOR PROVIDING SERVICES TO THE TAXPAYER SHALL BE EXEMPT FROM THE TAX IMPOSED UNDER THIS SECTION. FOR THE PURPOSES OF THIS PARAGRAPH:
- (I) THE ATTRIBUTABLE AMOUNT SHALL NOT EXCEED THE VALUE OF THE DEVELOPMENT FEES ACTUALLY IMPOSED.
  - (II) THE ATTRIBUTABLE AMOUNT IS EQUAL TO THE TOTAL AMOUNT OF DEVELOPMENT FEES PAID BY THE TAXPAYER OR BY A CONTRACTOR PROVIDING SERVICES TO THE TAXPAYER AND THE TOTAL DEVELOPMENT FEES CREDITED IN EXCHANGE FOR THE CONSTRUCTION OF, CONTRIBUTION TO OR DEDICATION OF REAL PROPERTY FOR PROVIDING PUBLIC INFRASTRUCTURE, PUBLIC SAFETY OR OTHER PUBLIC SERVICES NECESSARY TO THE DEVELOPMENT. THE REAL PROPERTY MUST BE THE SUBJECT OF THE DEVELOPMENT FEES.
  - (III) "DEVELOPMENT FEES" MEANS FEES IMPOSED TO OFFSET CAPITAL COSTS OF PROVIDING PUBLIC INFRASTRUCTURE, PUBLIC SAFETY OR OTHER PUBLIC SERVICES TO A DEVELOPMENT AND AUTHORIZED PURSUANT TO SECTION 9-463.05, SECTION 11-1102 OR TITLE 48 REGARDLESS OF THE JURISDICTION TO WHICH THE FEES ARE PAID.

(2) Deductions.

- (A) All amounts subject to the tax shall be allowed a deduction in the amount of thirty-five percent (35%).
- (B) The gross proceeds of sales or gross income that is derived from a contract entered into for the installation, assembly, repair or maintenance of income-producing capital equipment, as defined in Section 8-110, that is deducted from the retail classification pursuant to Section 8-465(g), that does not become a permanent attachment to a building, highway, road, railroad, excavation or manufactured building or other structure, project, development or improvement shall be exempt from the tax imposed by this Section. If the ownership of the realty is separate from the ownership of the income-producing capital equipment, the determination as to permanent attachment shall be made as if the ownership was the same. The deduction provided in this paragraph does not include gross proceeds of sales or gross income from that portion of any contracting activity which consists of the development of, or modification to, real property in order to facilitate the installation, assembly, repair, maintenance or removal of the income-producing capital equipment. For purposes of this paragraph, "permanent attachment" means at least one of the following:
  - (i) to be incorporated into real property.
  - (ii) to become so affixed to real property that it becomes part of the real property.
  - (iii) to be so attached to real property that removal would cause substantial damage to the real property from which it is removed.
- (C) For taxable periods beginning from and after July 1, 2008 and ending before January 1, 2011, the gross proceeds of sales or gross income derived from a contract to provide and install a solar energy device. The contractor shall register with the department of revenue as a solar energy contractor. By registering, the contractor acknowledges that it will make its books and records relating to sales of solar energy devices available to the department of revenue and the city, as applicable, for examination.

(3) Tax credits.

The following tax credits are available to owner-builders or speculative builders, not to exceed the tax liability against which such credits apply, provided such credits are documented to the satisfaction of the tax collector:

- (A) A tax credit equal to the amount of town privilege or use tax, or the equivalent excise tax, paid directly to a taxing jurisdiction or as a separately itemized charge paid directly to the vendor with respect to the tangible personal property incorporated into the said structure or improvement to real property undertaken by the owner-builder or speculative builder.
- (B) A tax credit equal to the amount of privilege taxes paid to this Town, or charged separately to the speculative builder, by a construction contractor, on the gross income derived by said person from the construction of any improvement to the real property.
- (C) No credits provided herein may be claimed until such time that the gross income against which said credits apply is reported.

**Section 3. Section 8-417 of the Tax Code of the Town of Camp Verde is amended to read:**

**Sec. 8-417. Construction contracting: owner-builders who are not speculative builders.**

- (a) At the expiration of twenty-four (24) months after improvement to the property is substantially complete, the tax liability for an owner-builder who is not a speculative builder shall be at an amount equal to three percent (3%) of:
  - (1) the gross income from the activity of construction contracting upon the real property in question which was realized by those construction contractors to whom the owner-builder provided written declaration that they were not responsible for the taxes as prescribed in Subsection 8-415(c)(2); and
  - (2) the purchase of tangible personal property for incorporation into any improvement to real property, computed on the sales price.
- (b) For taxable periods beginning from and after July 1, 2008, the portion of gross proceeds of sales or gross income attributable to the actual direct costs of providing architectural or engineering services that are incorporated in a contract is not subject to tax under this section. For the purposes of this subsection, "direct costs" means the portion of the actual costs that are directly expended in providing architectural or engineering services.
- (c) The tax liability of this Section is subject to the following provisions, relating to exemptions, deductions and tax credits:
  - (1) Exemptions.
    - (A) The gross proceeds of sales or gross income attributable to the purchase of machinery, equipment or other tangible personal property that is exempt from or deductible from privilege or use tax under:
      - (i) Section 8-465, subsections (g) and (p)
      - (ii) Section 8-660, subsections (g) and (p)
 shall be exempt or deductible, respectively, from the tax imposed by this Section.
    - (B) The gross proceeds of sales or gross income received from a contract for the construction of an environmentally controlled facility for the raising of poultry for the production of eggs and the sorting, or cooling and packaging of eggs shall be exempt from the tax imposed under this Section.
    - (C) The gross proceeds of sales or gross income that is derived from the installation, assembly, repair or maintenance of cleanrooms that are deducted from the tax base of the retail classification pursuant to Section 8-465, subsection (g) shall be exempt from the tax imposed under this Section.
    - (D) The gross proceeds of sales or gross income that is derived from a contract entered into with a person who is engaged in the commercial production of livestock, livestock products or agricultural, horticultural, viticultural or floricultural crops or products in this state for the construction, alteration, repair, improvement, movement, wrecking or demolition or addition to or subtraction from any building, highway, road, excavation, manufactured building or other structure, project, development or improvement used directly and primarily to prevent, monitor, control or reduce air, water or land pollution shall be exempt from the tax imposed under this Section.

(E) ~~Development or impact fees included in a construction or development contract for payment to the state or local government to offset governmental costs of providing public infrastructure, public safety and other public services to a development.~~ ANY AMOUNT ATTRIBUTABLE TO DEVELOPMENT FEES THAT ARE INCURRED IN RELATION TO THE CONSTRUCTION, DEVELOPMENT OR IMPROVEMENT OF REAL PROPERTY AND PAID BY THE TAXPAYER AS DEFINED IN THE MODEL CITY TAX CODE OR BY A CONTRACTOR PROVIDING SERVICES TO THE TAXPAYER SHALL BE EXEMPT FROM THE TAX IMPOSED UNDER THIS SECTION. FOR THE PURPOSES OF THIS PARAGRAPH:

- (I) THE ATTRIBUTABLE AMOUNT SHALL NOT EXCEED THE VALUE OF THE DEVELOPMENT FEES ACTUALLY IMPOSED.
- (II) THE ATTRIBUTABLE AMOUNT IS EQUAL TO THE TOTAL AMOUNT OF DEVELOPMENT FEES PAID BY THE TAXPAYER OR BY A CONTRACTOR PROVIDING SERVICES TO THE TAXPAYER AND THE TOTAL DEVELOPMENT FEES CREDITED IN EXCHANGE FOR THE CONSTRUCTION OF, CONTRIBUTION TO OR DEDICATION OF REAL PROPERTY FOR PROVIDING PUBLIC INFRASTRUCTURE, PUBLIC SAFETY OR OTHER PUBLIC SERVICES NECESSARY TO THE DEVELOPMENT. THE REAL PROPERTY MUST BE THE SUBJECT OF THE DEVELOPMENT FEES.
- (III) "DEVELOPMENT FEES" MEANS FEES IMPOSED TO OFFSET CAPITAL COSTS OF PROVIDING PUBLIC INFRASTRUCTURE, PUBLIC SAFETY OR OTHER PUBLIC SERVICES TO A DEVELOPMENT AND AUTHORIZED PURSUANT TO SECTION 9-463.05, SECTION 11-1102 OR TITLE 48 REGARDLESS OF THE JURISDICTION TO WHICH THE FEES ARE PAID.

(2) Deductions.

- (A) All amounts subject to the tax shall be allowed a deduction in the amount of thirty-five percent (35%).
- (B) The gross proceeds of sales or gross income that is derived from a contract entered into for the installation, assembly, repair or maintenance of income-producing capital equipment, as defined in Section 8-110, that is deducted from the retail classification pursuant to Section 8-465(g), that does not become a permanent attachment to a building, highway, road, railroad, excavation or manufactured building or other structure, project, development or improvement shall be exempt from the tax imposed by this Section. If the ownership of the realty is separate from the ownership of the income-producing capital equipment, the determination as to permanent attachment shall be made as if the ownership was the same. The deduction provided in this paragraph does not include gross proceeds of sales or gross income from that portion of any contracting activity which consists of the development of, or modification to, real property in order to facilitate the installation, assembly, repair, maintenance or removal of the income-producing capital equipment. For purposes of this paragraph, "permanent attachment" means at least one of the following:
  - (i) to be incorporated into real property.
  - (ii) to become so affixed to real property that it becomes part of the real property.
  - (iii) to be so attached to real property that removal would cause substantial damage to the real property from which it is removed.
- (C) For taxable periods beginning from and after July 1, 2008 and ending before January 1, 2011, the gross proceeds of sales or gross income derived from a contract to provide and install a solar energy device. The contractor shall register with the department of revenue as a solar energy contractor. By registering, the contractor acknowledges that it will make its books and records relating to sales of solar energy devices available to the department of revenue and the city, as applicable, for examination.

(3) Tax credits.

The following tax credits are available to owner-builders and speculative builders, not to exceed the tax liability against which such credits apply, provided such credits are documented to the satisfaction of the tax collector:

- (A) A tax credit equal to the amount of town privilege or use tax, or the equivalent excise tax, paid directly to a taxing jurisdiction or as a separately itemized charge paid directly to the vendor with respect to the tangible personal property incorporated into the said structure or improvement to real property undertaken by the owner-builder or speculative builder.

- (B) A tax credit equal to the amount of privilege taxes paid to this Town, or charged separately to the speculative builder, by a construction contractor, on the gross income derived by said person from the construction of any improvement to the real property.
  - (C) No credits provided herein may be claimed until such time that the gross income against which said credits apply is reported.
- (d) The limitation period for the assessment of taxes imposed by this Section is measured based upon when such liability is reportable, that is, in the reporting period that encompasses the twenty-fifth (25th) month after said unit or project was substantially complete. Interest and penalties, as provided in Section 8-540, will be based on reportable date.
- (e) (Reserved)

**Section 4. Section 8-450 of the Tax Code of the Town of Camp Verde is amended to read:**

**Sec. 8-450. Rental, leasing, and licensing for use of tangible personal property.**

- (a) The tax rate shall be at an amount equal to two percent (2%) of the gross income from the business activity upon every person engaging or continuing in the business of leasing, licensing for use, or renting tangible personal property for a consideration, including that which is semi-permanently or permanently installed within the Town as provided by Regulation.
- (b) Special provisions relating to long-term motor vehicle leases. A lease transaction involving a motor vehicle for a minimum period of twenty-four (24) months shall be considered to have occurred at the location of the motor vehicle dealership, rather than the location of the place of business of the lessor, even if the lessor's interest in the lease and its proceeds are sold, transferred, or otherwise assigned to a lease financing institution; provided further that the city or town where such motor vehicle dealership is located levies a Privilege Tax or an equivalent excise tax upon the transaction.
- (c) Gross income derived from the following transactions shall be exempt from Privilege Taxes imposed by this Section:
  - (1) rental, leasing, or licensing for use of tangible personal property to persons engaged or continuing in the business of leasing, licensing for use, or rental of such property.
  - (2) rental, leasing, or licensing for use of tangible personal property that is semi-permanently or permanently installed within another city or town that levies an equivalent excise tax on the transaction.
  - (3) rental, leasing, or licensing for use of film, tape, or slides to a theater or other person taxed under Section 8-410, or to a radio station, television station, or subscription television system.
  - (4) rental, leasing, or licensing for use of the following:
    - (A) prosthetics.
    - (B) income-producing capital equipment.
    - (C) mining and metallurgical supplies.
 These exemptions include the rental, leasing, or licensing for use of tangible personal property which, if it had been purchased instead of leased, rented, or licensed by the lessee or licensee, would qualify as income-producing capital equipment or mining and metallurgical supplies.
  - (5) rental, leasing, or licensing for use of tangible personal property to a qualifying hospital, qualifying community health center or a qualifying health care organization, except when the property so rented, leased, or licensed is for use in activities resulting in gross income from unrelated business income as that term is defined in 26 U.S.C. Section 512 or rental, leasing, or licensing for use of tangible personal property in this State by a nonprofit charitable organization that has qualified under Section 501(c)(3) of the United States Internal Revenue Code and that engages in and uses such property exclusively for training, job placement or rehabilitation programs or testing for mentally or physically handicapped persons.

- (6) separately billed charges for delivery, installation, repair, and/or maintenance as provided by Regulation.
- (7) charges for joint pole usage by a person engaged in the business of providing or furnishing utility or telecommunication services to another person engaged in the business of providing or furnishing utility or telecommunication services.
- (8) (Reserved)
- (9) rental, leasing, or licensing of aircraft that would qualify as aircraft acquired for use outside the State, as prescribed by Regulation, if such rental, leasing, or licensing had been a sale.
- (10) rental, leasing or licensing for use an alternative fuel vehicle if such vehicle was manufactured as a diesel fuel vehicle and converted to operate on alternative fuel and equipment that is installed in a conventional diesel fuel motor vehicle to convert the vehicle to operate on an alternative fuel, as defined in A.R.S. § 1-215.
- (11) RENTAL, LEASING, AND LICENSING FOR USE OF SOLAR ENERGY DEVICES, FOR TAXABLE PERIODS BEGINNING FROM AND AFTER JULY 1, 2008. THE LESSOR SHALL REGISTER WITH THE DEPARTMENT OF REVENUE AS A SOLAR ENERGY RETAILER. BY REGISTERING, THE LESSOR ACKNOWLEDGES THAT IT WILL MAKE ITS BOOKS AND RECORDS RELATING TO LEASES OF SOLAR ENERGY DEVICES AVAILABLE TO THE DEPARTMENT OF REVENUE AND TOWN, AS APPLICABLE, FOR EXAMINATION.

**Section 5. Regulation 8-350.3 of the Tax Code of the Town of Camp Verde is amended to read:**

**Reg. 8-350.3. Recordkeeping: out-of-Town and out-of-State sales.**

- (a) Out-of-Town Sales. Any person engaging or continuing in a business who claims out-of-Town sales shall maintain and keep accounting records or books indicating separately the gross income from the sales of tangible personal property from such out-of-Town branches or locations.
- (b) Out-of-State sales. Persons engaged in a business claiming out-of-State sales shall maintain accounting records or books indicating for each out-of-State sale the following documentation:
  - (1) documentation of location of the buyer at the time of order placement; and
  - (2) ~~documentation of residency of the buyer, determined in the manner one determines if a person "resides within the Town"; and~~
  - (32) shipping, delivery, or freight documents showing where the buyer took delivery; and
  - (43) documentation of intended location of use or storage of the tangible personal property sold to such buyer.



**ORDINANCE 2009-A368**  
**AN ORDINANCE OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,**  
**RELATING TO THE PRIVILEGE LICENSE TAX; ADOPTING "THE 2009 AMENDMENTS TO THE TAX**  
**CODE OF THE TOWN OF CAMP VERDE" BY REFERENCE; ESTABLISHING AN EFFECTIVE DATE;**  
**PROVIDING FOR SEVERABILITY AND PROVIDING PENALTIES FOR VIOLATIONS.**

---

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA:**

- Section 1. That certain document known as "The 2009 Amendments to the Tax Code of the Town of Camp Verde," three copies of which are on file in the office of the Town Clerk of the Town of Camp Verde, Arizona, which document was made a public record by Resolution No. 2009-778 of the Town of Camp Verde, Arizona, is hereby referred to, adopted and made a part hereof as if fully set out in this ordinance.
- Section 2. Any person found guilty of violating any provision of these amendments to the tax code shall be guilty of a class two misdemeanor. Each day that a violation continues shall be a separate offense punishable as herein above described.
- Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of these amendments to the tax code adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.
- Section 4. The provisions of sections 1 through 3 of this ordinance shall be effective from and after September 1, 2006. The provisions of sections 4 and 5 of this ordinance shall be effective from and after July 1, 2008.

**PASSED AND ADOPTED by the Mayor and Council of the Town of Camp Verde, Arizona, this 5<sup>th</sup> day of August, 2009.**

\_\_\_\_\_  
Mayor Robert Burnside

Attest:

Approved as to form:

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

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



**TOWN OF CAMP VERDE  
Agenda Action Form**

Meeting Date: August 5, 2009

Meeting Type: Regular Session

Consent Agenda       Regular Business

**Reference Document:** Contract for "Supply or Supply and Delivery of Liquid Asphalt"

**Agenda Title (be exact):**

Discussion, consideration, and possible award of Bid and authorization to execute contract for Project 09-070 "Supply or Supply and Delivery of Liquid Asphalt"

**Purpose and Background Information:**

Execution of contract to the only bidder, Cactus Asphalt, for supply and delivery of liquid asphalt for use in street construction and repair projects for the 2009/2010 fiscal year. The expense for this deliverable is included in the 2009/2010 budget adopted by the Town Council on July 15, 2009.

**Recommendation (Suggested Motion):**

Approve bid #09-070, "Supply or Supply and Delivery of Liquid Asphalt", and provide authorization to execute the contract documents.

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

**Finance Director Comments/Fund:** The expense is accounted for in fund number 20-20-00 line items 7700 - Street Maintenance, 8710 -Street Construction and 8714 - Street Paving

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

**Attorney Comments:** N/A

**Submitting Department:** Public Works - Streets Division

**Contact Person:** Ron Long,  
**Action Report prepared by:** D. Ranney

PROPOSAL

Date: 7/22/09

Honorable Mayor and Town Council  
Camp Verde, Arizona

Ladies & Gentlemen:

In compliance with your invitation for bid and all conditions of the Contract Documents, the undersigned

Cactus Transport Inc.

a corporation organized under the laws of the State of Arizona, a partnership consisting

of \_\_\_\_\_

or individual trading as \_\_\_\_\_ hereby proposes and agrees to furnish any and all plant, materials, labor, construction equipment, services, etceteras, required **FOR SUPPLY AND DELIVERY OF LIQUID ASPHALT IN THE TOWN OF CAMP VERDE Project No. 09-070** in strict accordance with the specifications to supply materials, equipment, and/or services, and to the satisfaction of the Owner, through its properly authorized agents and under the direction and the supervision of its properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Owner of their property authorized agents, as provided herein, at the unit price(s) **including all applicable taxes including, but not limited to, Arizona Vendors, Transaction Privilege Tax; Out of State Vendors, Use Tax:**

BID ITEM	UNIT PRICE
MC-250 Delivered and Spread	\$ <u>875.<sup>00</sup></u> /per ton
SS 1H (1:1 Dilute) Delivered and Spread	\$ <u>385.<sup>00</sup></u> /per ton
CRS - 2 Delivered and Spread	\$ <u>525.<sup>00</sup></u> per ton
CRS - 2P Delivered and Spread	\$ <u>585.<sup>00</sup></u> per ton

\* 10 Ton Minimum - per call out

\* After 2 hours spread \$ 175.<sup>00</sup> per hour

Upon Receipt of Notice of Acceptance of this bid, the undersigned will execute the formal Contract within 10 days.

The undersigned has carefully checked all the above figures and understands that the Town Council of the Town of Camp Verde Arizona will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned understands that the Owner reserves the right to reject any and/or all bids, or to waive any informality in any bid, deemed by them to be for the best interest of the Town of Camp Verde Arizona.

The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

If applicable to the trade, the undersigned is the holder of an Arizona Commercial Contractors License Number ACC179814 and Classification A.

**\*By signing below the bidder certifies that submissions of this bid did not involve collusion or other anti-competitive practices and that she/he has read, understands and will faithfully execute the terms and conditions stated within this document. The signer also certifies that she/he is an officer or fully authorized agent of the bidding firm with full power and authority to submit bidding offers for the goods or services as specified.**

Respectfully submitted,

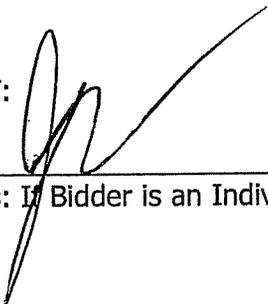
CACTUS TRANSPORT, INC.  
Vendor/Bidder (Company Name)

J. R. Domy VP.  
Vendor Signature, Title

82110 SHERMAN ST.  
Vendor (Bidder) ADDRESS TOLLESON, AZ 85389

623.907.2800  
Telephone

ATTEST:



Witness:  Bidder is an Individual

(Corporate Seal)

**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on this **CONTRACT FOR SUPPLY AND DELIVERY OF LIQUID ASPHALT PRODUCTS IN THE TOWN OF CAMP VERDE, Project No. 09-070, Camp Verde, Arizona**, my intention concerning subcontracting a portion of the work, is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer, or his designated representative, prior to award of this contract; and that documentation such as copies of letters, requests for quotations etc., substantiating the actions taken and the responses to such actions, is on file and available for review.

It is my intention to subcontract a portion of the work.

It is not my intention to subcontract a portion of the work.

CACTUS TRANSPORT, INC.  
Name of Firm:

J. R. Dorniny  
By: (Signature)

VICE PRESIDENT  
Title:

7/22/09  
Date:



## CONTRACT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the **TOWN OF CAMP VERDE**, State of Arizona, acting by and through its Mayor and Common Council, party of the first part, hereinafter designated the **OWNER**, and, **CACTUS TRANSPORT, INC.** \_\_\_\_\_, party of the second part, hereinafter designated the **CONTRACTOR**.

**WITNESSETH:** That the said Contractor, by these presents does covenant, contract and agree with the said Owner, for and in consideration for the payments made, as provided for in the Specification and in the Proposal, to the Contractor by the said Owner at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for **SUPPLY AND DELIVERY OF LIQUID ASPHALT PRODUCTS IN THE TOWN OF CAMP VERDE, PROJECT NUMBER 08-009**. The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The drawings or prints and other information furnished by the Contractor in accordance with the Specifications, are made a part of this agreement. The said Specifications and Plans prepared by the Town Engineer, or his designated representative, are intended to be complimentary. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all. The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

The "Call for Bids", "Special Conditions", "Specifications", "Proposals", "Plans", and "Addenda" and any other attachment in the Town's official contract documents are hereby understood to be a part of this contract.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the Town Engineer or his properly authorized agents, on whose inspection all work shall be accepted or rejected. The said Engineer shall have full power to reject or condemn all materials furnished or work performed under this Contract, which do not conform to the terms and conditions herein expressed.

In the event said Engineer exercises his right to reject work and the deficiency is not corrected, a notice of noncompliance shall be issued to the contractor. Payment may be withheld because of defective work not remedied. All claims or disputes arising out of this Contract or the breach of it may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

This Contract is subject to cancellation pursuant to A.R.S. §38-511.

In return for the performance of this Contract by the Contractor, the Town agrees to pay the amount **PER THE PROPOSAL (including all applicable taxes)** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed as original thereof, have been duly executed by the parties named, on the date and year first herein written.

Town of Camp Verde:

Contractor:

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

By: \_\_\_\_\_  
President/Owner

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Contractors License No.  
\_\_\_\_\_  
Secretary

ATTEST:  
The Mayor and Council approved this contract for execution  
at their regular session of \_\_\_\_\_.

\_\_\_\_\_  
Town Clerk

The contract was reviewed and delivered, as signed by the Town, to the Contractor  
on \_\_\_\_\_, 2009 by \_\_\_\_\_.



**TOWN OF CAMP VERDE  
Agenda Action Form**

Meeting Date: August 5, 2009

Meeting Type: Regular Session

Consent Agenda     Regular Business

Reference Document: Contract for "Supply or Supply and Delivery of Aggregates"

Agenda Title (be exact):

Discussion, consideration, and possible award of Bid and authorization to execute contract(s) for Project 09-071 "Supply or Supply and Delivery of Aggregates"

Purpose and Background Information:

Execution of contracts to both local bidders, CEMEX and Yavapai Apache Sand and Rock, to supply aggregate base for use in street repairs and construction during the 2009/2010 fiscal year. Historically, contracts are awarded to both local bidders as this allows the Department to purchase each specific product, as needed, at the most competitive price.

Recommendation (Suggested Motion):

Approve bid 09-071 "Supply or Supply and Delivery of Aggregate Base Course" and authorize execution of contracts with both CEMEX and Yavapai Apache Sand and Rock

Finance Review:  Budgeted     Unbudgeted     N/A

Finance Director Comments/Fund: The expense for the deliverables is accounted for in the 2009/2010 budget as adopted by the Town Council on July 15, 2009 : fund 20-20-00 line item 7700 & 8710.

Attorney Review:     Yes     No     N/A

Attorney Comments: N/A

Submitting Department: Public Works

Contact Person: Ron Long

Action Report prepared by: D. Ranney

PROPOSAL

Date: 7/15/09

Honorable Mayor and Town Council  
Camp Verde, Arizona

Ladies & Gentlemen:

In compliance with your invitation for bid and all conditions of the Contract Documents, the undersigned

Cemex

a corporation organized under the laws of the State of Arizona, a partnership consisting of N/A or individual trading as N/A, hereby proposes and agrees to furnish any and all plant, materials, labor, construction equipment, services, etceteras, required **FOR SUPPLY OR SUPPLY AND DELIVERY OF AGGREGATE BASE COURSE, 1 1/2" BORROW, WASHED SAND AND 3/8" CHIPS IN THE TOWN OF CAMP VERDE, Project #09-071** in strict accordance with the specifications to supply materials, equipment, and/or services, and to the satisfaction of the Owner, through its properly authorized agents and under the direction and the supervision of its properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Owner of their property authorized agents, as provided herein, at the unit price(s) **including all applicable taxes including, but not limited to, Arizona Vendors, Transaction Privilege Tax; Out of State Vendors, Use Tax:**

BID ITEM:	UNIT PRICE
A. TYPE I	\$ <u>6.50</u> /per ton
B. BORROW	\$ <u>4.33</u> /per ton
C. WASHED SAND	\$ <u>8.67</u> /per ton
D. 3/8" CHIPS	\$ <u>8.67</u> /per ton
Delivery Cost	\$ <u>no bid</u> /per ton mile

**\*DELIVERY RATE SCHEDULE MAY BE ATTACHED AND SHOULD BE NOTED ABOVE\***

Upon Receipt of Notice of Acceptance of this bid, the undersigned will execute the formal Contract within 10 days.

The undersigned has carefully checked all the above figures and understands that the Town Council of the Town of Camp Verde Arizona will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned understands that the Owner reserves the right to reject any and/or all bids, or to waive any informality in any bid, deemed by them to be for the best interest of the Town of Camp Verde Arizona.

The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

If applicable to the trade, the undersigned is the holder of an Arizona Commercial Contractors License Number N/A and Classification N/A.

**\*By signing below the bidder certifies that submissions of this bid did not involve collusion or other anti-competitive practices and that she/he has read, understands and will faithfully execute the terms and conditions stated within this document. The signer also certifies that she/he is an officer or fully authorized agent of the bidding firm with full power and authority to submit bidding offers for the goods or services as specified.**

Respectfully submitted,

Cemus  
Vendor/Bidder (Company Name)  
Brian Dyer / Sales Mgr.  
Vendor Signature Title  
3600 Old Hwy 279  
Camp Verde, AZ 86322  
Vendor (Bidder) ADDRESS  
928-567-2244  
Telephone

ATTEST:

\_\_\_\_\_  
Witness: If Bidder is an Individual

(Corporate Seal)

**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on this **CONTRACT FOR SUPPLY OR SUPPLY AND FOR SUPPLY OR SUPPLY AND DELIVERY OF AGGREGATE BASE COURSE, 1 1/2" BORROW, WASHED SAND AND 3/8" CHIPS IN THE TOWN OF CAMP VERDE, Project #09-071**, my intention concerning subcontracting a portion of the work, is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer, or his designated representative, prior to award of this contract; and that documentation such as copies of letters, requests for quotations etc., substantiating the actions taken and the responses to such actions, is on file and available for review.

\_\_\_\_\_ It is my intention to subcontract a portion of the work.

X It is not my intention to subcontract a portion of the work.

Cemex  
Name of Firm:

Brian Dyer  
By: (Signature)

Sales Mgr.  
Title:

7/15/09  
Date:



## CONTRACT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the **TOWN OF CAMP VERDE**, State of Arizona, acting by and through its Mayor and Common Council, party of the first part, hereinafter designated the **OWNER**, and, **CEMEX, \_\_\_**, party of the second part, hereinafter designated the **CONTRACTOR**.

**WITNESSETH:** That the said Contractor, by these presents does covenant, contract and agree with the said Owner, for and in consideration for the payments made, as provided for in the Specification and in the Proposal, to the Contractor by the said Owner at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for **SUPPLY AND DELIVERY OF LIQUID ASPHALT PRODUCTS IN THE TOWN OF CAMP VERDE, PROJECT NUMBER 08-009**. The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The drawings or prints and other information furnished by the Contractor in accordance with the Specifications, are made a part of this agreement. The said Specifications and Plans prepared by the Town Engineer, or his designated representative, are intended to be complimentary. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all. The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

The "Call for Bids", "Special Conditions", "Specifications", "Proposals", "Plans", and "Addenda" and any other attachment in the Town's official contract documents are hereby understood to be a part of this contract.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the Town Engineer or his properly authorized agents, on whose inspection all work shall be accepted or rejected. The said Engineer shall have full power to reject or condemn all materials furnished or work performed under this Contract, which do not conform to the terms and conditions herein expressed.

In the event said Engineer exercises his right to reject work and the deficiency is not corrected, a notice of noncompliance shall be issued to the contractor. Payment may be withheld because of defective work not remedied. All claims or disputes arising out of this Contract or the breach of it may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

This Contract is subject to cancellation pursuant to A.R.S. §38-511.

In return for the performance of this Contract by the Contractor, the Town agrees to pay the amount **PER THE PROPOSAL (including all applicable taxes)** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed as original thereof, have been duly executed by the parties named, on the date and year below.

Town of Camp Verde:

Contractor:

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

By: \_\_\_\_\_  
President/Owner

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Contractors License No.

\_\_\_\_\_  
Secretary

ATTEST:

The Mayor and Council approved this contract for execution at their regular session of \_\_\_\_\_.

\_\_\_\_\_  
Town Clerk

The contract was reviewed and delivered, as signed by the Town, to the Contractor

on \_\_\_\_\_, 2009 by \_\_\_\_\_.

PROPOSAL

Date: 7-8-09

Honorable Mayor and Town Council  
Camp Verde, Arizona

Ladies & Gentlemen:

In compliance with your invitation for bid and all conditions of the Contract Documents, the undersigned

YAVAPAI-APACHE SAND & ROCK a Governmental Contract Enterprise DBE 5386

a corporation organized under the laws of the State of YAVAPAI-APACHE NATIVE partnership consisting of \_\_\_\_\_ or individual trading as \_\_\_\_\_,

hereby proposes and agrees to furnish any and all plant, materials, labor, construction equipment, services, etceteras, required **FOR SUPPLY OR SUPPLY AND DELIVERY OF AGGREGATE BASE COURSE, 1 1/2" BORROW, WASHED SAND AND 3/8" CHIPS IN THE TOWN OF CAMP VERDE, Project #09-071** in strict accordance with the specifications to supply materials, equipment, and/or services, and to the satisfaction of the Owner, through its properly authorized agents and under the direction and the supervision of its properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Owner of their property authorized agents, as provided herein, at the unit price(s) **including all applicable taxes including, but not limited to, Arizona Vendors, Transaction Privilege Tax; Out of State Vendors, Use Tax:**

BID ITEM:	UNIT PRICE
A. TYPE I	\$ <u>5.69</u> /per ton
B. BORROW	\$ <u>4.85</u> /per ton
C. WASHED SAND	\$ <u>7.25</u> /per ton
D. 3/8" CHIPS	\$ <u>10.00</u> /per ton
Delivery Cost	\$ <u>4.75</u> <del>1.75</del> /per ton mile <i>Rm</i>

**\*DELIVERY RATE SCHEDULE MAY BE ATTACHED AND SHOULD BE NOTED ABOVE\***

Upon Receipt of Notice of Acceptance of this bid, the undersigned will execute the formal Contract within 10 days.

The undersigned has carefully checked all the above figures and understands that the Town Council of the Town of Camp Verde Arizona will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned understands that the Owner reserves the right to reject any and/or all bids, or to waive any informality in any bid, deemed by them to be for the best interest of the Town of Camp Verde Arizona.

The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

If applicable to the trade, the undersigned is the holder of an Arizona Commercial Contractors License Number \_\_\_\_\_ and Classification \_\_\_\_\_.

**\*By signing below the bidder certifies that submissions of this bid did not involve collusion or other anti-competitive practices and that she/he has read, understands and will faithfully execute the terms and conditions stated within this document. The signer also certifies that she/he is an officer or fully authorized agent of the bidding firm with full power and authority to submit bidding offers for the goods or services as specified.**

Respectfully submitted,

KAYAKKI APACHE Stone & Rock

Vendor/Bidder (Company Name)

Rob Wanta, Sales Rep

Vendor Signature, Title

Po Box 249 Camp Verde AZ 86322

Vendor (Bidder) ADDRESS

928 567-3109

Telephone

ATTEST:

\_\_\_\_\_  
Witness: If Bidder is an Individual

(Corporate Seal)

**CERTIFICATION: INTENTIONS CONCERNING SUBCONTRACTING**

At the time of the submission of bids on this **CONTRACT FOR SUPPLY OR SUPPLY AND FOR SUPPLY OR SUPPLY AND DELIVERY OF AGGREGATE BASE COURSE, 1 1/2" BORROW, WASHED SAND AND 3/8" CHIPS IN THE TOWN OF CAMP VERDE, Project #09-071**, my intention concerning subcontracting a portion of the work, is as indicated below.

In indicating that it is my intention to subcontract a portion of the work, this will acknowledge that such subcontractors will be identified and approved by the Engineer, or his designated representative, prior to award of this contract; and that documentation such as copies of letters, requests for quotations etc., substantiating the actions taken and the responses to such actions, is on file and available for review.

\_\_\_\_\_ It is my intention to subcontract a portion of the work.

It is not my intention to subcontract a portion of the work.

Yavapai Apache Sand & Rock

Name of Firm:

Rob Wood

By: (Signature)

Sales Rep

Title:

7-8-09

Date:



## CONTRACT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the **TOWN OF CAMP VERDE**, State of Arizona, acting by and through its Mayor and Common Council, party of the first part, hereinafter designated the **OWNER**, and, **YAVAPAI APACHE SAND & ROCK** \_\_\_\_\_, party of the second part, hereinafter designated the **CONTRACTOR**.

**WITNESSETH:** That the said Contractor, by these presents does covenant, contract and agree with the said Owner, for and in consideration for the payments made, as provided for in the Specification and in the Proposal, to the Contractor by the said Owner at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions hereinafter specified, that are necessary for **SUPPLY AND DELIVERY OF LIQUID ASPHALT PRODUCTS IN THE TOWN OF CAMP VERDE, PROJECT NUMBER 08-009**. The work done and materials and equipment furnished shall be strictly pursuant to and in conformity with the Specifications and Plans. The drawings or prints and other information furnished by the Contractor in accordance with the Specifications, are made a part of this agreement. The said Specifications and Plans prepared by the Town Engineer, or his designated representative, are intended to be complimentary. Any work appearing in or upon the one and not mentioned in the others shall be executed according to the true intent and meaning of said Specifications and Plans, drawings or prints, the same as though the said work was contained and described in all. The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

The "Call for Bids", "Special Conditions", "Specifications", "Proposals", "Plans", and "Addenda" and any other attachment in the Town's official contract documents are hereby understood to be a part of this contract.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the Town Engineer or his properly authorized agents, on whose inspection all work shall be accepted or rejected. The said Engineer shall have full power to reject or condemn all materials furnished or work performed under this Contract, which do not conform to the terms and conditions herein expressed.

In the event said Engineer exercises his right to reject work and the deficiency is not corrected, a notice of noncompliance shall be issued to the contractor. Payment may be withheld because of defective work not remedied. All claims or disputes arising out of this Contract or the breach of it may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

This Contract is subject to cancellation pursuant to A.R.S. §38-511.

In return for the performance of this Contract by the Contractor, the Town agrees to pay the amount **PER THE PROPOSAL (including all applicable taxes)** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed as original thereof, have been duly executed by the parties named, on the date and year below.

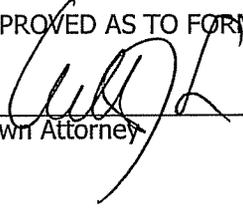
Town of Camp Verde:

Contractor:

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

By: \_\_\_\_\_  
President/Owner

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Contractors License No.

\_\_\_\_\_  
Secretary

ATTEST:

The Mayor and Council approved this contract for execution at their regular session of \_\_\_\_\_.

\_\_\_\_\_  
Town Clerk

The contract was reviewed and delivered, as signed by the Town, to the Contractor

on \_\_\_\_\_, 2009 by \_\_\_\_\_.

(5)



**TOWN OF CAMP VERDE  
Agenda Action Form**

**Meeting Date:** August 5, 2009

**Meeting Type:** Regular Session

**Consent Agenda**      **Regular Business**

**Reference Document:** P & Z Ordinance Update Work Session Memo (July 28, 2009), Draft Work Program Proposal – Prepared by Dava & Associates (July 22, 2009)

**Agenda Title (be exact):**

Possible direction to staff to contract with Dava and Associates Inc. and Counts Consulting LLC, and authorization of Mayor to sign contractual agreement, for services relating to the comprehensive update of the Town's Planning and Zoning Ordinance, as described in attached proposal, for an amount not to exceed \$120,000 in fiscal year 2009/10 and for a cumulative total not to exceed \$150,000.

**Purpose and Background Information:**

While this issue has been previously reviewed and discussed by the Council, recent events dictate the need to evaluate new opportunities. The objective of updating the Town's zoning codes is the most important and critical challenge currently facing the Town. Furthermore, the complexity and amount of work necessary to complete this task extends well beyond the limits of any one individual. This task requires a multi-disciplinary team, which would include urban planners, engineers, et al., to provide the necessary knowledge and "horsepower" to complete this task. Prior to the resignation of the Town's Community Development Director and to the refinancing of the Sanitary District loan, the Town did not have sufficient resources to appropriate funds for external consulting services. Given the occurrence of the two aforementioned events, the Town now has sufficient funds to retain the services of a highly qualified local consulting team. Given the importance of this objective, we humbly ask for Council approval of this request, which includes a viable strategy that meets the current needs of the Town.

**Recommendation (Suggested Motion):**

1. Move to authorize staff to prepare contractual agreement with Dava and Associates Inc. and Counts Consulting LLC, and authorize Mayor to sign contractual agreement, for services relating to the comprehensive update of the Town's Planning and Zoning Ordinance, as described in Draft Proposal dated July 22, 2009, for an amount not to exceed \$120,000 in fiscal year 2009/10 and for a cumulative total not to exceed \$150,000.

OR

2. Move to deny request.

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

**Finance Director Comments/Fund:** The recent resignation of the Community Development Director and the refinancing of the Sanitary District loan frees a sufficient amount of funds for the Town to appropriate \$120,000 for fiscal year 2009/10.

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

**Attorney Comments:** N/A

**Submitting Department:** Administration

**Contact Person:** Michael K. Scannell  
**Action Report prepared by:** M. Morris

## MEMORANDUM

**To:** Mayor and Town Council, Planning and Zoning Commission  
**From:** Michael K. Scannell, Town Manager  
**CC:** Debbie Barber, Town Clerk; Matt Morris, Special Projects Administrator; Mike Jenkins, Senior Planner; Ron Long, Public Works Director  
**Date:** 7/28/2009  
**Re:** P & Z Ordinance Update Work Session (August 5, 2009)

---

Attached with this memo you will find a proposal from Dava and Associates, which outlines a comprehensive strategy for assessing and updating the Town's zoning codes. In meeting with Mayor Burnside yesterday, we discussed holding a Council work session on August 5<sup>th</sup> at 5:00 p.m. to review the prepared proposal for completing this critical task. We would like to extend an invitation for each of you to meet with us prior to the August 5<sup>th</sup> work session for approximately thirty minutes or so to discuss any questions, comments or concerns you may have upon reviewing the attached proposal.

While this issue has been previously reviewed and discussed by the Council, recent events dictate the need to evaluate new opportunities. The objective of updating the Town's zoning codes is the most important and critical challenge currently facing the Town. Furthermore, the complexity and amount of work necessary to complete this task extends well beyond the limits of any one individual. This task requires a multi-disciplinary team, which would include urban planners, engineers, et al., to provide the necessary knowledge and "horsepower" to complete this task. Prior to the resignation of the Town's Community Development Director and to the refinancing of the Sanitary District loan, the Town did not have sufficient resources to appropriate funds for external consulting services. Given the occurrence of the two aforementioned events, the Town now has sufficient funds to retain the services of a highly qualified local consulting team.

The utilization of external resources to augment the good work Town staff is currently doing will facilitate an expedited revision of the zoning codes. As such, we are estimating the entire project, which includes initial evaluation and diagnosis through code drafting and adoption, could be completed in fifteen to eighteen months. Ms. Dava Hoffman and Mr. Richard Counts are both highly recommended by the Arizona Planning Association and their thirty plus years of local experience within the region and familiarity of zoning codes similar to the Town's will be valuable in developing a product which is suitable for the town at a cost markedly less than product produced by big name out-of-state consultants who may be good at what they do, but lack the local experience and knowledge in rural communities similar to Camp Verde.

Please note that it is the collective effort of both Town employees and the consulting firm that will enable the timely completion of this project. Without outside assistance, the timeline could easily double. Furthermore, it is the combination of internal and external staff resources that keep the consulting fees to a minimum. The recent vacancy of the Director position only further accentuates the need for additional staff resources. As such, we have developed a creative strategy that will meet the needs of the Town at this point in time.

In closing, staff has worked diligently to develop a viable strategy to complete the zoning code revisions, and is looking forward to working with you in developing the blueprint which will bridge the ideals and vision of the community to the bricks and mortar that define the built environment of Camp

Verde. The revised zoning codes will serve as the foundation for what will be an improved Town planning and development system which will benefit the community for many years into the future.

We look forward to meeting with each of you. Please contact Carol Brown, via email at [cjbrown@campverde-az.gov](mailto:cjbrown@campverde-az.gov) or telephonically at 567-6631 extension 106, at your earliest convenience to setup a meeting time to discuss any questions, comments and or concerns you have regarding the advanced proposal. Thank you.

# DAVA

PLANNING  
ENGINEERING  
SURVEYING

# & ASSOCIATES, INC.

310 East Union Street  
Prescott AZ 86303

(928) 778-7587

FAX: (928) 778-1047  
Mail@DavaCivil.com

July 22, 2009

Messrs. Michael Scannell, Ron Long, P.E.  
Matt Morris, AICP and Mike Jenkins, AICP  
Town of Camp Verde  
PO Box 710  
473 S. Main Street, Suite 102  
Camp Verde, AZ 86322

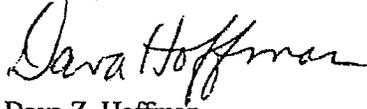
Gentlemen:

A more detailed work program for the Town of Camp Verde Planning and Zoning Ordinance Comprehensive Update has been prepared. It specifies proposed subtasks with examples of work product for each.

Program Tasks are revised somewhat following our conference call, closer integration with Matt Morris' "Diagnosis" paper and Hoffman-Counts discussions. An Introduction has been added. The timeline was modified to acknowledge changes in and connections between Tasks as well as an extended schedule. We are estimating a 15-18 month timeframe and a budget in the \$120-150,000 range -- which may be shown if preferred.

These working draft materials, of course, are subject to further modifications from our deliberations Monday morning, July 27.

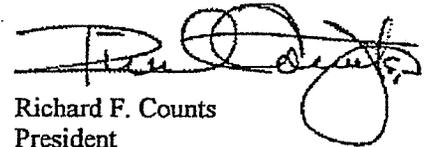
Sincerely,



Dava Z. Hoffman  
Rural and Urban Planner  
Dava and Associates, Inc.



Gordon Bowers, P.E.  
President  
Dava and Associates, Inc.  
928.778.7587



Richard F. Counts  
President  
Counts Planning, LLC

RFC/map

Attachment

**TOWN OF CAMP VERDE PLANNING &  
ZONING ORDINANCE AND DEVELOPMENT  
CODES COMPREHENSIVE UPDATE**

**WORK PROGRAM PROPOSAL**

The Town recognizes a need to revisit its zoning ordinance, which has grown in patchwork fashion over time, with the intent to create provisions that are adapted to Camp Verde's unique conditions. The result should conform with the adopted General Plan, its goals and objectives.

The consulting team preparing this proposal, Dava & Associates and Counts Planning, recommends from their experience that the updating process should consider -- and unify -- the community's various development codes and standards. A coordinated approach such as this has the dual advantage of eliminating regulatory conflicts and simplifying the land development process.

Comprehensive Development Code documents will coordinate applicable General Plan goals, objectives and policies with a revised, updated Zoning Ordinance as well as other ordinances, provisions and guidelines pertaining to the improvement of real property in Camp Verde. A unified code project typically organizes planning principles in descending order to the most detailed engineering standards and technical specifications.

Three alternative project approaches were described in outline form. Town representatives selected the "Comprehensive Overhaul" option for further detailing by consultants. The proposed program emphasizes public participation. Opportunities to learn, question, express preferences and follow the various aspects of the Code updating process are afforded to all interested, affected persons or groups.

Both civil engineering and land planning expertise combine to work with stakeholders, advisors and municipal officials in achieving the comprehensive update. Particular attention will address: 1) raising local development quality standards; 2) preserving land values; and 3) respecting private ownership rights.

**PROGRAM COMPONENTS**

Eight major Tasks are designed to produce the Comprehensive Overhaul of Camp Verde's municipal planning and development system. An estimated 15-18 months will be required to complete the project and initiate its implementation.

An outline of Tasks and subtasks describes the intended work program:

## **TASK ONE. PRELIMINARY RESEARCH AND DIAGNOSIS**

This initial task focuses the overall Comprehensive Overhaul staging. After establishing basic working relationships with Town officials, staff and stakeholders, start-up evaluations are completed.

### 1.1 Kickoff Meeting

An informational meeting addresses and refines the proposed Action Plan. Examples of issues for discussion could be:

- confirm or adjust work plan, timeline
- scheduling meetings
- website posting
- public participation program
- meeting records
- reporting formats
- stakeholders' workshop activities
- Comprehensive Code document organization

### 1.2 Existing Conditions Evaluation

Field observations, together with documents review, illustrate problems and potentials to consultants. Among subjects to be studied are:

- developed, platted areas and land split areas
- capital improvements (past, future)
- utilities capacities
- public streets vs. private easement roadways
- land use patterns
- growth projections
- public lands and State lands
- constraints/opportunities (floodplains/Verde River/significant terrain features/historic areas)

### 1.3 Review Planning and Zoning Practice

Zoning, planning and site improvement statistical data, record-keeping and procedural practices help to familiarize consultants with Town administrative, decision-making and workload experience. The following would be of particular interest:

- public meeting/hearing procedures
- case volume (Council, Commission, Board of Adjustment)
- participants' interviews
- identified problem areas

### 1.4 Code Analysis Matrix

Schematic interrelationship within and among the several code documents are identified in matrix form. A weighting scale could be designed to determine areas requiring revision.

A set of matrices, combined into one would cover:

- zoning framework
- subdivision/land split/residential development standards
- site plan/non-residential standards
- off-site improvements standards
- guidelines (e.g., landscape, design)
- integrate, cross-reference

1.5 Draft Diagnostic Report

Research findings lead to prioritization of key Code Overhaul topics. A preliminary report document highlights proposed study emphasis areas.

The Report, presented to Town leadership and stakeholders offers multiple consultant assessments of existing codes, with ways to improve them. Contents include:

- effectiveness summary
- annotated code outline
- community input suggestions
- areas/subjects of greatest concern ranked
- recommended revision alternatives
- sample provisions, diagrams
- reviewers' feedback form

1.6 Final Diagnostic Report

Refined consultant/staff diagnoses lead to the project's further research, testing and drafting stages.

- distribution to community, interested agencies
- compendium of feedback, comments, suggestions

**TASK TWO. STAKEHOLDER/CITIZEN INVOLVEMENT**

Community participation begins early in the Comprehensive Overhaul process, through presentations/adoption of code improvements, and, ideally, continues with an active role in the implementation of a new, updated land use guidance system.

The following subtasks are deployed throughout the process; many are included as parts of other Tasks. (See Timeline.)

2.1 Advisory Group Organization

Interested professionals, business/special interest people, technical experts, representatives from civic and neighborhood groups are key players in the code revision process. In addition to individual contacts or interviews, persons with various perspectives on land development (as outlined in the Phase I: Diagnosis; Matt Morris, July 2009) would be asked to lend expertise on two advisory committees:

- Zoning Ordinance Revision Committee (ZORC)
- Zoning Technical Advisory Committee (ZTAC)

2.2 Public Participation Program

An announced schedule for citizen involvement helps encourage community-wide participation. With Planning and Zoning Commission recommendation and Town Council resolution, an open process is assured.

The Program cites activities open to the public, some mentioned elsewhere in this work program as well as other opportunities for comment:

- neighborhood meetings
- public briefings (e.g., Diagnostic Report)
- workshops
- "study units" for code components
- civic or industry group/meetings
- stakeholder contacts, interviews
- website, surveys
- public hearings for code adoption (Council, P&Z)

2.3 Neighborhood Meetings

A series of information-exchange sessions in different Town venues (suggested Fall 2009) helps to identify localized problems and/or sensitive areas to be addressed in the code revision process. Proposed locations (See Phase I: Diagnosis, Matt Morris, July 2009):

- Verde Lakes Clubhouse
- Camp Verde Senior Center
- Camp Verde School District

2.4 Study Units Workshops

The public should be able to question or contribute on all aspects of proposed code revisions. Following an opening orientation meeting as an overview of all Comprehensive Development Code parts, a series of review meetings on each key section offers a manageable approach for stakeholder/citizens (attend those of greatest interest, not too much material in one sitting).

- Zoning Ordinance (2-3 sessions)
- Subdivision/Site Plans
- Engineering Standards

2.5 Pre-Hearing Briefings

Stakeholders and others who wish to testify at code revision public hearings may wish to attend special briefings prior to the official agendas to prepare and coordinate their remarks.

- Planning and Zoning Commission Hearing
- Town Council Hearing

### **TASK THREE. GENERAL PLAN COORDINATION**

This Task begins the Comprehensive Overhaul's project planning phase. Code diagnoses need to be fit into the General Plan context to assure regulatory consistency with Town land development policy.

#### **3.1 Goals Outline**

Codes should conform to the adopted General Plan. Regulatory relief, also, may promote types of development called for in the Plan.

- identify Plan Goals (objectives, policies) pertaining to land use regulations
- evaluate ways codes could better implement the Plan
- prepare prioritized list of possible code incentives or streamlining

#### **3.2 Growth Patterns**

Future growth potential may be guided positively to promote landowners' profitable use of their property and, also, result in the Town's desired balance of business, jobs and housing. Some growth forecasting exercises may provide guidance for more incisive development code improvements:

- buildout projections
- estimates of current/future acreages by use type
- infrastructure improvement, expansion needs
- environmental sensitivity
- other (such as resource efficiencies)

#### **3.3 Code Integration with General Plan**

Agreement between municipal ordinance and the Plan helps to insure the legal defensibility of local land use controls. For example, the project may address ways in which property rights could be enhanced (as incentives for development) while avoiding "taking" challenges prohibited by Proposition 207.

Pre-drafting preparation includes:

- stakeholder workshops
- review legislation, case law, other communities' regulatory updates

### **TASK FOUR. COMPREHENSIVE CODE ORGANIZATION**

Formatting the Camp Verde Comprehensive Development Code establishes a flow of regulations and guidelines from the broadest principles, the General Plan, through increasingly detailed references for shaping the Town's desired development. The Code, in all its parts, is intended to correlate requirements, expectations and preferences for achieving the community's future vision.

Zoning model research continues throughout this Task -- from recent planning literature and other jurisdictions' innovations. Proposed changes or additions to Camp Verde's land use provisions can be cataloged for community review and discussion.

4.1 Code Organization Overview

A complete outline, encompassing the documents and other subject matter to be included in the Code, suggests the proposed sub-parts for full community review and discussion. An illustrative listing, from general to specific, might be:

- General Plan
- Zoning Ordinance
- Subdivision Code
- Engineering Improvement Standards
- Site Plan Review
- Design Guidelines

4.2 Zoning Components

Portions of the current zoning code receive thorough analysis and are annotated for public participation study units. Typical review topics:

- Districts
- Regulatory Standards
  - General
  - by District
  - Overlay Districts
- Use permits/Special permits
- Non-conforming Uses
- Definitions
- Administrative Procedures
- Decision-making
  - Commission
  - Town Council
  - Board of Adjustment
- Enforcement and Penalty

4.3 Related Codes/Specifications

The Comprehensive Code's other regulations, engineering standards and specifications are similarly annotated for review, preparing for drafting updated requirements in written and/or graphic form. Examples:

- Street Cross-sections, grades and standards
- Utility easements
- Drainage specifications
- Sidewalks, Trails
- Landscaping
- Open Space
- Architectural/site design

4.4 Comprehensive Code Preview

Preliminary draft results, illustrating potential code approaches with sample provisions, are tested with stakeholders and citizens. Feedback is solicited through surveys and discussion. Consultants provide:

- Support Materials
  - participant packets
  - graphics, exhibits
- Preliminary Recommendations
  - optional approaches
  - eliminating conflicts
  - suggestions for streamlining
- Town Briefings
  - Town Council, Planning Commission
  - Public Workshop

## **TASK FIVE. PROJECT PLANNING DIRECTION**

Following the unified code's early evolution with preliminary community reactions, the project turns toward positioning for follow-through on diagnosed regulatory needs. This Task exercise establishes teamwork to maintain support for necessary code revisions.

### 5.1 Council/Commission Retreat

A joint work study session/retreat intends to obtain reactions or suggestions pertaining to the project's preliminary findings.

- points of emphasis
- concerns, advice

### 5.2 Code Revision Priorities

Critical issues revealed during diagnostic assessments deserve a high degree of attention. Special concerns should be addressed, such as:

- negative land use impacts
- assuring reasonable, flexible use of private property
- geographical location (terrain problem areas; growth potential areas)

### 5.3 Stakeholders' Buy-In

Entities most likely to be affected by the Comprehensive Overhaul are solicited for their support. They are encouraged to recommend ways that code revisions can benefit economic and other interests.

- property owners
- developers, builders
- design professionals
- financial institutions
- other

### 5.4 Advisory Committees' Commentary

ZORC and ZTAC members draw on their insights to improve codes from "insiders' " perspectives.

- ideas for public workshop studies (subtasks 2.4, 6.2)
- incorporate awareness of new construction techniques, materials
- response to Town staff issues

**TASK SIX. COMPREHENSIVE CODE DRAFTING**

The "Zoning Repair and Reorganization" phase entails significant rearrangement, cross-referencing and rewrite of the Town's development guidance system criteria. The objective is to coordinate the regulations, language and terminology so as to avoid conflicts among the various Code provisions. However, where feasible, time-tested provisions with which citizens are familiar should be retained rather than changing for change sake.

6.1 Assignments

Code drafters obtain regulatory rationale from various expert sources.

- Planning
- Engineering
- Design
- Multidisciplinary

6.2 Community Preferences

Alternative regulatory approaches most appealing to citizens/stakeholders may be adjusted into appropriate development guidance documents.

- survey responses
- workshop participation
- submitted, proposed language

6.3 Revisions

Specific work plans address all Comprehensive Code aspects:

- Zoning Ordinance
  - districts
  - district regulation
  - special permit, use permit
  - general requirements
  - accessory uses
  - administration
  - definitions
  - procedures/amendments
- Subdivision code
  - sketch plan
  - preliminary plat
  - final plat
  - off-site improvements
  - financial assurances
  - recordation/amendment
  - procedures
- Site Plan Review
  - commercial
  - industrial
  - mixed use/masterplans

- Engineering Standards
  - streets and roadway easements
  - grading and drainage
  - water
  - sewer/sanitation
  - public utility easements
  - trails, sidewalks
  - slopes
- Other Specifications and Guidelines
  - landscaping
  - signs
  - design guidelines
  - parking
  - related ordinance provisions (i.e., lighting, animal husbandry, wireless communications, adult businesses)

#### 6.4 Draft Presentation

Upon completion of the Comprehensive Code draft, the entire code spectrum becomes available for public evaluation.

- website, hard copies (e.g., Town Hall, Senior Center)
- informal presentations by consultants, staff
- arranged discussions of sensitive issues

#### 6.5 Review Period

A period to revisit and solicit critiques from other jurisdictions and agencies as well as local interest is recommended at the conclusion of this Task as a bridge to the project's Adoption/Implementation phase.

- distribute invitations to comment
- Comprehensive Code with background materials on web
- collect responses for consideration during strategic planning and public hearing deliberations

### **TASK SEVEN. STRATEGIC PROGRAMMING**

As Code refinements are being addressed during the Review Period (subtask 6.5), preparations may be undertaken to assure community support and the practical effectiveness of the project. Staging a series of positive steps primes the Town for hearings, Code adoption and implementation.

#### 7.1 Project Mobilization

Town Council, Planning and Zoning Commission, Advisory Committees and other invitees, as may be desired, convene to consider ways immediately to apply the improved flexibility and creativity in development. Points of emphasis could be:

- durable, quality improvements
- expanded and protected property rights
- regulatory relief

7.2 Economic Development Opportunities

Project goals should highlight economic advantages that may be enjoyed by Camp Verde citizens, business people, land owners, developers and Town government such as:

- streamlining construction
- encouraging employment
- variety of housing types
- public/private partnerships

7.3 Strategic Plan

A summary report, as introduction to the unified Code documents, outlines potential, immediate benefits attainable by adopting the positive development approach. Examples might include:

- infrastructure coordination (e.g., Capital Improvement Program)
- positioning the Town for seeking Federal stimulus grants
- achieving municipal sustainability

**TASK EIGHT. ADOPTION/IMPLEMENTATION**

An open, methodical process allows ample opportunity for understanding commenting on and beginning to use the new, coordinated development system components.

8.1 Comprehensive Code Presentation

Work study sessions may precede duly-noticed public hearings. All proposed documents, with explanatory memoranda, are made available on the website and in hard copy for viewing at several locations in Town. Other preparations, for instance, are meant to inform all interested persons or groups:

- summary of comments from the review period
- stakeholder briefings (subtask 2.5)
- work study materials, sessions

8.2 Code Adoption Hearings

Consultants, with Advisory Committees and staff input, present the revised Zoning Ordinance and all related, unified Code components.

- Planning and Zoning Commission Hearing
- Town Council Hearing

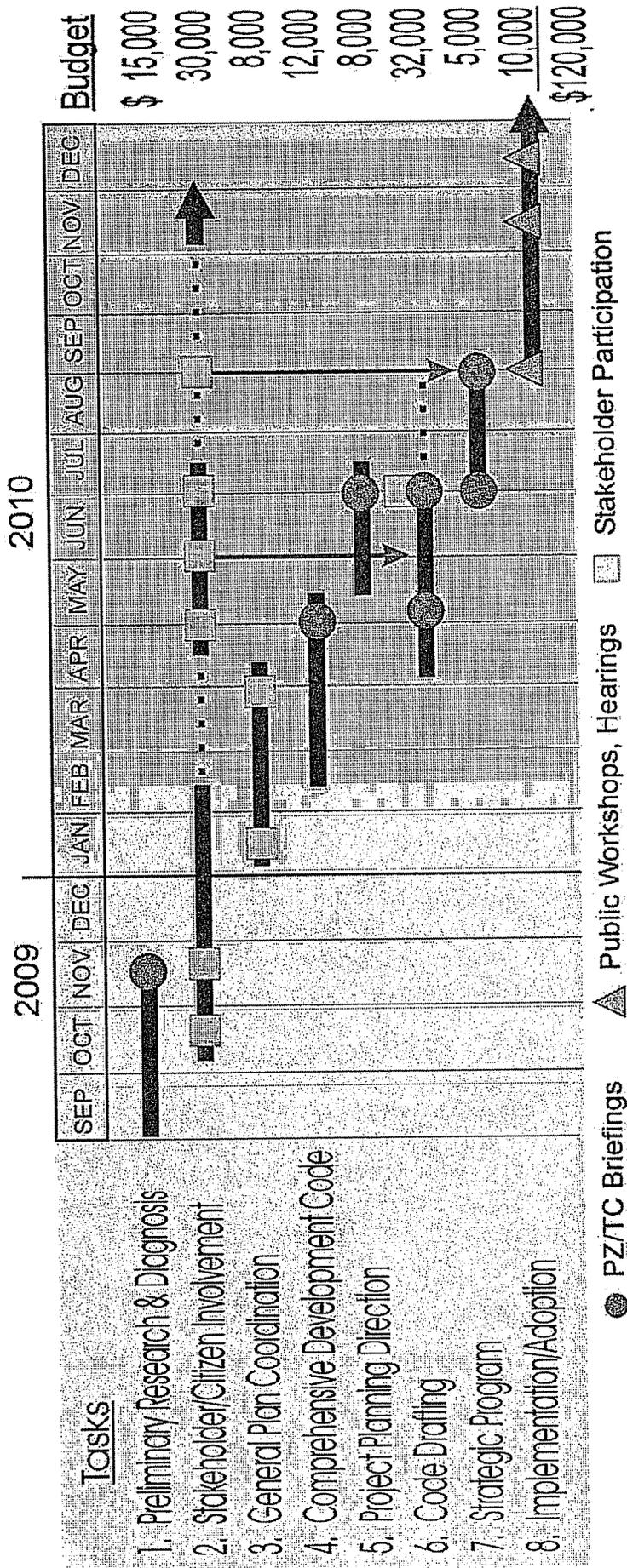
8.3 Comprehensive Code Implementation

Follow-through activities should address, as necessary, such additional steps as:

- forms, checklists
- administrative streamlining
- General Plan Amendments

# Town of Camp Verde COMPREHENSIVE DEVELOPMENT CODE OVERHAUL

## Timeline and Budget Estimates



Budget and timeline extensions, subject to Town approval, may be necessary.

### DAVA Z. HOFFMAN

PRINCIPAL RURAL & URBAN PLANNER, ZONING SPECIALIST, LAND PLANNER

#### EXPERIENCE:

1981–Present: Rural and Urban Planner of Dava & Associates, Inc., a land planning, engineering and surveying firm headquartered in Prescott, Arizona, since 1981. With lengthy professional experience, Dava Hoffman's primary duties include all aspects of project management and coordination for public and private sector studies.

Former and current planning consultant work includes that for the cities and towns of Dewey-Humboldt, Prescott, Prescott Valley, Chino Valley, Mesa, Phoenix, Wickenburg, St. Johns, Springerville, Lake Havasu City, Payson, Guadalupe, and Tolleson, as well as for Yavapai and Pinal Counties. Mrs. Hoffman's public sector services include comprehensive city, town, rural community and county plans, including an Arizona Planning Association award-winning General Plan for the Town of Prescott Valley and the Lower Oak Creek State Park Plan for the State of Arizona. Mrs. Hoffman's career entails the authoring of entire and partial numerous zoning and subdivision regulations throughout the State: Tempe, Mesa, Wickenburg, Tolleson, Guadalupe, Prescott, Prescott Valley, Springerville, Dewey-Humboldt and Payson.

In the private sector, Mrs. Hoffman's skills include land planning ranging from small parcel site plans to large masterplanned communities and from residential to commercial land uses. Mrs. Hoffman's experience involved feasibility studies, surveys, and consultation to private and public entities. She maintains an important role in communications with public agencies through her role as planning consultant to local governments.

1978-1981: As Manager of Willdan Associates' Prescott Office, Mrs. Hoffman's primary duties included all aspects of engineering management and land planning for private development, including zoning representation, subdivision planning and supervision of engineering design and construction plans; municipal planning for cities and counties in comprehensive plans, zoning, and subdivision ordinances for the Towns of Guadalupe, Goodyear and Avondale; planning for cultural and urban design assignments, including Yavapai County Cultural Needs and Resources Study.

1976-1978: Director of Planning and Zoning for the City of Prescott. Primary duties included executive management of local government department of planning and zoning; administration and enforcement of all subdivision, zoning, and airport zoning codes, including authoring a City sign ordinance and modifications to other parts of the zoning and subdivision codes; comprehensive City planning; implementation of historical conservation and design review district planning; downtown revitalization and programming; Federal funding application and administration; coordination and technical counseling to public agencies, boards, commissions, and citizen committees; and coordination with County, State and Federal bureaus of government.

1972-1976: Four years with the City of Tempe as Planner II. Primary duties included City planning and zoning supervision, including authoring the new City zoning ordinance; subdivision designing and research of planning studies, including updating the Tempe General Plan and Downtown Tempe Plan; and coordination and technical counseling to Planning Commission, City Council, and other judicial boards and agencies.

# DAVA & ASSOCIATES, INC.

## PLANNING • ENGINEERING • SURVEYING

**AWARDS:** 2007 Governor's Excellence in Rural Development Award, Community Planning Development, Verde Valley Partnership Regional Land Use Plan  
Arizona Planning Association, Honorable Mention Regional Plan, Yavapai County Verde Valley Regional Land Use Plan, 2007  
Prescott Area Leadership Award, 1995  
Arizona Planning Association Best Comprehensive/General Plan Award for the Town of Prescott Valley, General Plan and Implementation Guide, 1994  
Arizona Planning Association Presidential Citation for 1993 Arizona Planning Conference  
Arizona Planning Association State Masterplan Award for Lower Oak Creek State Park Master Plan, Sedona, 1984  
American Planning Association National Masterplan Award for Lower Oak Creek State Park Master Plan, Sedona, 1984

**EDUCATION:** Bachelor of Design, Department of Architecture and Fine Arts, University of Florida  
Master of Arts, Arizona State University

### MEMBERSHIPS & PRESENTATIONS:

Yavapai County Sustainable Planning Committee, member 2007 -2009  
Prescott Mayor's Water Conservation Committee, Chairman, 2004-2007  
Facilitator, Verde Valley Regional Land Use Plan Workshops/Public Meetings, 2005-2006  
Facilitator, Tolleson General Plan Workshops/Public Meetings, 2003-2005  
Facilitator, Yavapai County General Plan Workshops/Public meetings, 2001-2003  
Facilitator, Wickenburg General Plan Workshops/Public Meetings, 2002-2003  
Arizona Department of Water Resources, Technical Advisory Committee, 2000-2002  
2020 Forum, Co-founder/Facilitator, 1989-98  
Prescott General Plan Steering Committee, 1989-90, 1995-96  
Prescott Downtown Design Group, Steering Committee, 1993-94  
City of Prescott Strategic Planning Committee, Member, 1993-94  
Prescott Valley General Plan, Project Manager, 1993-94  
Yavapai County Subdivision Ordinance Review Committee, 1992-93  
City of Prescott Whipple-Montezuma Corridor Study Committee, 1992  
Downtown Prescott Planning Charette, Project Manager, 1990  
American Planning Association, Arizona Chapter, 1972 to present; Legislative Committee, 1987, 1989;  
Vice President of Conference, 1993; Presenter/Facilitator, 1976 to present  
Mayor's Downtown Advisory Committee, Chairman, 1991  
Prescott Chamber of Commerce, President, 1988; Board of Directors, 1984-89  
Presenter, Department of Commerce, 1976 to present  
Prescott Area Leadership, Charter Steering Committee, 1991; Program Leader, 1991-93, 1997  
Downtown Prescott Association, Advisory Board, 1989-92  
Prescott Area Economic Development Seminar, Chamber of Commerce, 1988  
Arizona Technical Advisory Program Committee, Arizona, State Department of Commerce, 1985-86  
Prescott Town Hall: 1980, 1981, 1985, 1988; Group Leader, 1986, 1992, 1995  
Kingman Town Hall, Facilitator, 1991, 1993  
Prescott Area Update Growth Information Seminar & Regional Sanitation & Waste Water Treatment Seminar, Prescott Chamber of Commerce, 1986  
Governor's Task Force on Historic Building Code, Phoenix, 1984-85 & Historic Preservation, Phoenix, 1980-81  
Lower Oak Creek State Park, Sedona, Participant for State Parks Department and State Trust Lands Department, 1984  
Prescott City Council's Task Force on Energy and Resource Conservation, Chairman, 1981-85  
Presenter on State Urban Lands Planning, Flagstaff, 1980, for Governor's Commission on Arizona Environment

# **DAVA & ASSOCIATES, INC.**

---

**PLANNING • ENGINEERING • SURVEYING**

Presenter on Downtown Revitalization, Casa Grande for OEPAD, May 1981  
Planning Association of Arizona, Secretary and Vice President, 1976-82

# COUNTS PLANNING

## *RICHARD F. COUNTS*

As Principal of the firm's operations, Rick Counts has specialized in and taken personal charge of Growing Smarter planning projects in Arizona since the new legislation planning initiative was introduced more than a decade ago. He assisted with the first adopted Growing Smarter Plan in Arizona (Show Low), and has helped formulate dozens of communities' first or updated General Plans.

Mr. Counts currently provides planning and zoning services through his own consulting firm. Formerly, he was Vice President of Community Sciences Corporation for more than thirteen years and directed the Gruen Associates' Phoenix office for eight years. He has more than thirty years' experience in project management and hands-on applications in public plan development, translation of goals into action programs, definition of plan options, land use regulation, and implementation feasibility analysis. Prior to entering private consulting, Mr. Counts served as Planning Director and as Zoning Administrator for the City of Phoenix.

Specializing in innovative land development guidance techniques, Mr. Counts advises public officials and landowners on a variety of subjects pertaining to zoning, subdivision and unified municipal codes, development potential, community image, process evaluation, and infrastructure finance. He has directed planning studies for a variety of public and private clients including work for: Rio Rancho, Gallup, Farmington and Los Alamos, New Mexico; Mancos and Cortez, Colorado; Henderson, Nevada; and Arizona communities such as Dewey-Humboldt, Glendale, Willcox, Winslow, Benson, Show Low, Marana, Cave Creek, Clarkdale, Goodyear, Apache Junction, Litchfield Park, Avondale, Phoenix, Colorado City, Yuma, Oro Valley, and Queen Creek, the Arizona State Land Department and Attorney General's Office as well as many landowners and developers.

Counts' General/Comprehensive Plan experience includes completed assignments for Town of Dewey-Humboldt (co-consultants, 2009); City of Chandler (2008); Town of Snowflake (2007); City of Show Low (Update 2006-07; 1999-2000); Verde Valley (co-consultants, 2005-06); City of Holbrook (2005); City of Litchfield Park (updated 2004; 2000-01); in addition to these older projects: McKinley County, NM (2003); Town of Wickenburg (2003); City of Williams (2003); City of Willcox (2002), City of Winslow (2002); City of Glendale (2001-2002); Yavapai County (co-consultants, 2001-02); City of Benson (co-consultants, 2001-02); Rio Rancho (NM) Land Use/Fiscal Analysis (2001); Town of Buckeye Growing Smarter Elements (2000-01); and many others.

Mr. Counts has a Juris Doctor degree from University of Chicago School of Law and a Bachelor of Arts from Williams College.

---

*Professional Affiliations:* American Planning Association (National and Arizona Chapter)  
Southwestern Legal Foundation  
Arizona State University, Adjunct Professor  
Lambda Alpha, Land Economics Honorary



**TOWN OF CAMP VERDE  
Agenda Action Form**

**Meeting Date:** August 5, 2009

**Meeting Type:** Regular Session

**Consent Agenda**     **Regular Business**

**Reference Document:** N/A

**Agenda Title** (be exact):

Discussion, consideration, and possible approval for Out-of-State travel for a Detective to attend the 2009 Arizona Homicide Association Annual Training in Las Vegas, Nevada.

**Purpose and Background Information:**

The Arizona Homicide Investigator's Association will be holding its annual training in Las Vegas, Nevada September 27 – October 1, 2009. We have received a scholarship from the Yavapai County Attorney's Office for one of our Detectives to attend.

**Recommendation** (Suggested Motion):

Move to approve the Camp Verde Marshal's Office to send a Detective to Las Vegas, Nevada for the annual Arizona Homicide Training Seminar.

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

**Finance Director Comments/Fund:**

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

**Attorney Comments:**

**Submitting Department:** Marshal's Office

**Contact Person:** David R. Smith

**Action Report prepared by:** David R. Smith



**TOWN OF CAMP VERDE  
Agenda Action Form**

**Meeting Date:** August 5, 2009

**Meeting Type:** Regular Session

**Consent Agenda**     **Regular Business**

**Reference Document:** N/A

**Agenda Title** (be exact):

Discussion, consideration, and possible approval for Out-of-State travel for Lieutenant Earl Huff to attend the United States Holocaust Museum's Ethical Leadership course at the Holocaust Museum in Washington D.C.

**Purpose and Background Information:**

Yavapai County Attorney Shelia Polk has arranged for several Yavapai County law enforcement officials to attend U.S. Holocaust Museum's ethical leadership course. This program has achieved national recognition from the International Association of Chiefs of Police and the United States Department of Justice. This is a train-the-trainer course. Upon return from this training, Lieutenant Huff will be required to train the other officers of the Marshal's Office.

A Commander or Chief from each Yavapai County law enforcement agency will be attending this training. The Jewish Community Foundation through a generous grant from the Hecht Family Foundation will provide funding for travel expenses to include airfare, hotel, and incidentals.

**Recommendation** (Suggested Motion):

Move to approve the out-of-state travel for Lieutenant Huff to attend the U.S. Holocaust Museum's Ethical Leadership course at the Holocaust Museum in Washington D.C.

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

**Finance Director Comments/Fund:**

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

**Attorney Comments:**

**Submitting Department:** Marshal's Office

**Contact Person:** David R. Smith

**Action Report prepared by:** David R. Smith



**TOWN OF CAMP VERDE  
Agenda Action Form**

Meeting Date: August 5, 2009

Meeting Type: Regular Session

Consent Agenda     Regular Business

Reference Document: Liquor License Application

**Agenda Title (be exact):**

Discussion, consideration, and possible approval of Liquor License Application for Clear Creek Village Store located at 4483 E. Hwy 260 Space #32, Camp Verde, Arizona.

**Purpose and Background Information:**

Staff received and posted the Liquor License Application for Clear Creek Village Store as required by law for 20 days. The Town has not received any comments or complaints regarding the application

**Recommendation (Suggested Motion):**

Approve Liquor License Application for Clear Creek Village Store located at 4483 E Hwy 260.

OR

Deny Liquor License Application for Clear Creek Village Store located at 4483 E Hwy 260.

Finance Review:  Budgeted     Unbudgeted     N/A

Finance Director Comments/Fund: N/A

Attorney Review:     Yes     No     N/A

Attorney Comments: N/A

Submitting Department: Clerk's Office

Contact Person: Deborah Barber

Action Report prepared by: D. Barber

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- INTERIM PERMIT Complete Section 5
NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16
PERSON TRANSFER (Bars & Liquor Stores ONLY) Complete Sections 2, 3, 4, 11, 13, 15, 16
LOCATION TRANSFER (Bars and Liquor Stores ONLY) Complete Sections 2, 3, 4, 12, 13, 15, 16
PROBATE/WILL ASSIGNMENT/DIVORCE DECREE Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

- J.T.W.R.O.S. Complete Section 6
INDIVIDUAL Complete Section 6
PARTNERSHIP Complete Section 6
CORPORATION Complete Section 7
LIMITED LIABILITY CO. Complete Section 7
CLUB Complete Section 8
GOVERNMENT Complete Section 10
TRUST Complete Section 6
OTHER Explain

SECTION 3 Type of license and fees

LICENSE #:

1. Type of License: 10 - Beer & Wine Store 2. Total fees attached:

Department Use Only \$

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE. The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

- Owner/Agent's Name: Ms. Davis Tina H (Last First Middle)
Corp./Partnership/L.L.C.:
Business Name: Clear Creek Village Store B 1042364
Principal Street Location: 4483 E. Hwy 260 Space#32 Camp Verde AZ 86322
Business Phone: (928) 567-3879 Daytime Contact: Tina Davis
Is the business located within the incorporated limits of the above city or town? YES NO
Mailing Address: 3664 Cactus Blossom Camp Verde AZ 86322
Enter the amount paid for a bar, beer and wine, or liquor store license\$ (Price of License only)

DEPARTMENT USE ONLY

Fees: Application Interim Permit Agent Change Club Finger Prints \$ TOTAL OF ALL FEES
Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO
Accepted by: Date: Lic. #

**SECTION 5 Interim Permit:**

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. \_\_\_\_\_
4. Is the license currently in use?  YES  NO If no, how long has it been out of use? \_\_\_\_\_

08 JUN 18 11:44 AM AZ

**ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.**

I, \_\_\_\_\_, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

(Print full name)

State of \_\_\_\_\_ County of \_\_\_\_\_

X \_\_\_\_\_  
(Signature)

The foregoing instrument was acknowledged before me this

My commission expires on: \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_  
Day Month Year

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

**SECTION 6 Individual or Partnership Owners:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip
Frank	Davis	Tina	100	3664 Pactus Blossom Ln Camp Verde AZ 86323	

Partnership Name: (Only the first partner listed will appear on license) \_\_\_\_\_

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business?  YES  NO  
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

**SECTION 7 Corporation/Limited Liability Co.:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

- CORPORATION **Complete questions 1, 2, 3, 5, 6, 7, and 8.**
- L.L.C. **Complete 1, 2, 4, 5, 6, 7, and 8.**

09 JUN 18 Lic. Dept PM1233

1. Name of Corporation/L.L.C.: \_\_\_\_\_  
(Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: \_\_\_\_\_ State where Incorporated/Organized: \_\_\_\_\_
3. AZ Corporation Commission File No.: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_
4. AZ L.L.C. File No: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_
5. Is Corp./L.L.C. Non-profit?  YES  NO

6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

**SECTION 8 Club Applicants:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: \_\_\_\_\_ Date Chartered: \_\_\_\_\_  
(Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit?  YES  NO

3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

**SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:**

- 1. Current Licensee's Name: \_\_\_\_\_  
(Exactly as it appears on license) Last First Middle
- 2. Assignee's Name: \_\_\_\_\_  
Last First Middle
- 3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_ Date of Last Renewal: \_\_\_\_\_
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

**SECTION 10 Government: (for cities, towns, or counties only)**

- 1. Governmental Entity: \_\_\_\_\_
- 2. Person/designee: \_\_\_\_\_  
Last First Middle Contact Phone Number

**A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.**

**SECTION 11 Person to Person Transfer:**

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

- 1. Current Licensee's Name: \_\_\_\_\_ Entity: \_\_\_\_\_  
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: \_\_\_\_\_  
(Exactly as it appears on license)
- 3. Current Business Name: \_\_\_\_\_  
(Exactly as it appears on license)
- 4. Physical Street Location of Business: Street \_\_\_\_\_  
City, State, Zip \_\_\_\_\_
- 5. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
- 6. Current Mailing Address: Street \_\_\_\_\_  
(Other than business) City, State, Zip \_\_\_\_\_

- 7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer?  YES  NO
- 8. Does the applicant intend to operate the business while this application is pending?  YES  NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

9. I, \_\_\_\_\_, hereby authorize the department to process this application to transfer the privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, \_\_\_\_\_, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

X \_\_\_\_\_  
(Signature of CURRENT LICENSEE)

State of \_\_\_\_\_ County of \_\_\_\_\_  
The foregoing instrument was acknowledged before me this

\_\_\_\_\_ day of \_\_\_\_\_  
Day Month Year

My commission expires on: \_\_\_\_\_

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

**SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)**

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE.

09 JUN 18 11:47 AM 1233

1. Current Business: Name \_\_\_\_\_  
(Exactly as it appears on license) Address \_\_\_\_\_
2. New Business: Name \_\_\_\_\_  
(Physical Street Location) Address \_\_\_\_\_
3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
4. What date do you plan to move? \_\_\_\_\_ What date do you plan to open? \_\_\_\_\_

**SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):**

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

09 JUN 30 11:47 AM 1233

1. Distance to nearest school: 5.7 miles ft. Name of school Chester Newton/Sunnyside Charter  
Address 30 E. Hwy 260, Camp Verde, AZ, 86322  
City, State, Zip
2. Distance to nearest church: 3.4 miles ft. Name of church Old Clear Creek Church  
Address South Old Church Road, Camp Verde, AZ, 86322  
City, State, Zip
3. I am the:  Lessee  Sublessee  Owner  Purchaser (of premises)
4. If the premises is leased give lessors: Name Clear Creek RV Park (owner is Chuck)  
Address 4483 E. Hwy 260 Space #33, Camp Verde, AZ, 86322  
City, State, Zip
- 4a. Monthly rental/lease rate \$ 650 What is the remaining length of the lease 1 yrs. \_\_\_\_ mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ 0 or other \_\_\_\_\_  
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ \_\_\_\_\_  
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? Convenience Store

**SECTION 13 - continued**

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?  
 YES  NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business?  YES  NO
9. Is the premises currently licensed with a liquor license?  YES  NO If yes, give license number and licensee's name:

09 JUN 18 11:47 AM Dept RM1233

License # \_\_\_\_\_ (exactly as it appears on license) Name \_\_\_\_\_

**SECTION 14 Restaurant or hotel/motel license applicants:**

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location?  YES  NO  
 If yes, give the name of licensee, Agent or a company name:

\_\_\_\_\_ and license #: \_\_\_\_\_  
 Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.
3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.
4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this  hotel/motel  restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

\_\_\_\_\_ applicant's signature

As stated in A.R.S. § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit [www.azliquor.gov](http://www.azliquor.gov) and click on the "Information" tab.

\_\_\_\_\_ applicants initials

**SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)**

1. Check ALL boxes that apply to your business:  
 Entrances/Exits  Liquor storage areas Patio:  Contiguous  
 Service windows  Drive-in windows  Non Contiguous
2. Is your licensed premises currently closed due to construction, renovation, or redesign?  YES  NO  
 If yes, what is your estimated opening date? 07/01/2009  
 month/day/year
3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.
4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spiritous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).
5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

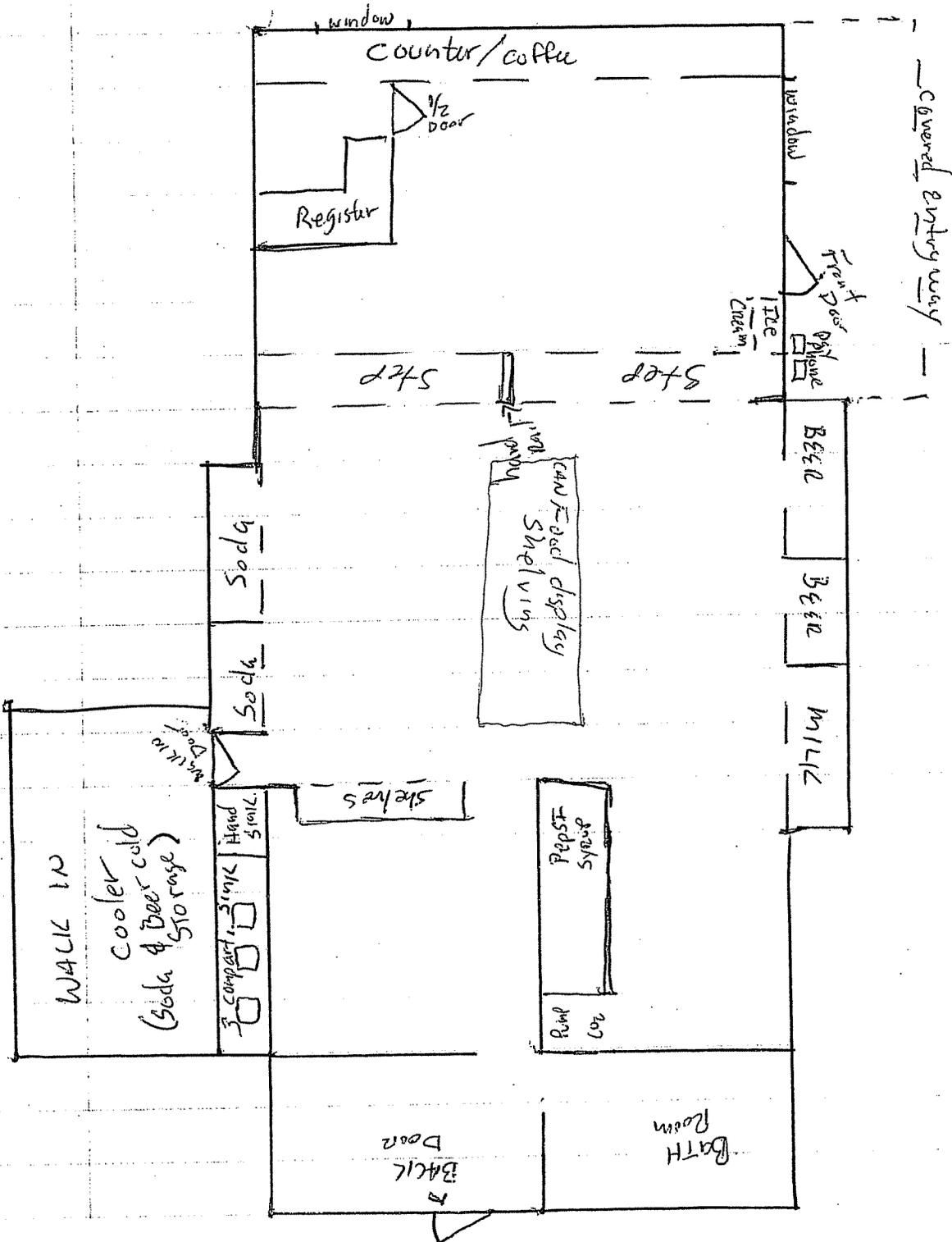
As stated in A.R.S. § 4-205.02 (F), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

TD  
 applicants initials



09 JUN 18 Wed. Dept PM1233

09 JUN 30 Wed. Dept PM 1 30



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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



1400 W Congress #1503  
Tucson AZ 85701-1352  
(520) 628-6595

**CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)**

OBTAIN ORIGINALS OF THIS FORM FROM DLLC-DO NOT PHOTOCOPY, DOCUMENT IS COMPUTER SCANNED. TYPE OR PRINT WITH BLACK INK.

**ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION**

TINA DAVIS  
Individual Name (Print)

Tina Davis  
Individual Signature

6-16-09  
Date Training Completed

**TYPE OF TRAINING COMPLETED  
TRAINER MUST CHECK YES OR NO FOR EACH TYPE**

LANGUAGE OF INSTRUCTION :	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	BASIC	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	ON SALE
	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	MANAGEMENT	<input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> NO	OFF SALE
<input checked="" type="checkbox"/> ENGLISH <input type="checkbox"/> SPANISH	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	BOTH	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	OTHER

**IF TRAINEE IS EMPLOYED BY A LICENSEE:**

NAME OF THE LICENSEE \_\_\_\_\_ BUSINESS NAME \_\_\_\_\_ LIQUOR LICENSE NUMBER \_\_\_\_\_

**ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION**

Arizona Liquor Industry Consultants  
Company or Individual Name

P.O. Box 2502  
Address

Chandler Arizona 85244 (480) 730-2675  
City State Zip Phone

I Certify the above named individual has successfully completed the specified program(s).

Norman W. Perkins  
Trainer Name (Print)

Norman W. Perkins  
Trainer Signature

6-16-09  
Date

Trainer give original of completed form to trainee, photocopy and maintain completed document for your records.

Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2). Completion of the Liquor License Training Courses is required at the issuance of a license.

The person(s) required to attend both the Basic Liquor Law and Management Training, (either on-sale or off-sale), will include all of the following : owner(s), licensee/agent or manager(s) **WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY OPERATION OF THE BUSINESS.** Proof of attendance within the last five years for the required courses must be submitted to the Department before the license application is considered complete.

Before acceptance of a Manager's Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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



09 JUN 3009 11:14:22 AM 1283  
400 W Congress #150  
Tucson AZ 85701-1352  
(520) 628-6595

**CERTIFICATION OF COMPLETED ALCOHOL TRAINING PROGRAM(S)**

OBTAIN ORIGINALS OF THIS FORM FROM DLLC-DO NOT PHOTOCOPY, DOCUMENT IS COMPUTER SCANNED. TYPE OR PRINT WITH BLACK INK.

**ALCOHOL TRAINING PROGRAM INDIVIDUAL INFORMATION**

Tina Davis  
Individual Name (Print)

Tina Davis  
Individual Signature

06/16/09  
Date Training Completed

**TYPE OF TRAINING COMPLETED  
TRAINER MUST CHECK YES OR NO FOR EACH TYPE**

- |  |  |  |
|--|--|--|
| LANGUAGE OF INSTRUCTION :  | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO BASIC      | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO ON SALE  |
| <input checked="" type="checkbox"/> ENGLISH <input type="checkbox"/> SPANISH | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO MANAGEMENT | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO OFF SALE |
|  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO BOTH       | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO OTHER    |

**IF TRAINEE IS EMPLOYED BY A LICENSEE:**

Clear Creek Store

NAME OF THE LICENSEE BUSINESS NAME LIQUOR LICENSE NUMBER

**ALCOHOL TRAINING PROGRAM PROVIDER INFORMATION**

Arizona Liquor Industry Consultants

Company or Individual Name  
P.O. Box 2502

Chandler Arizona 85244 480-730-2675  
City State Zip Phone

I Certify the above named individual has successfully completed the specified program(s).

Brian Andersen

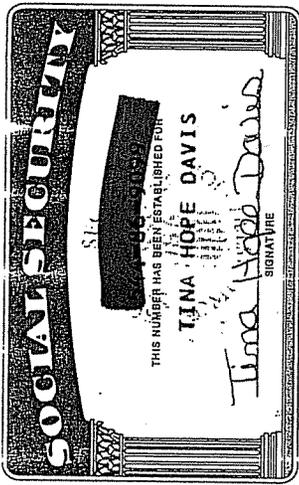
[Signature]  
Trainer Signature

06/16/09  
Date

Trainer give original of completed form to trainee, photocopy and maintain completed document for your records.

Mandatory Liquor Law Training for all new applications submitted after Nov. 1, 1997. A.R.S. Section 4-112(G)(2).  
Completion of the Liquor License Training Courses is required at the issuance of a license.  
The person(s) required to attend both the Basic Liquor Law and Management Training (either on-sale or off-sale), will include all of the following :  
owner(s), licensee/agent or manager(s) **WHO ARE ACTIVELY INVOLVED IN THE DAY TO DAY OPERATION OF THE BUSINESS.**  
Proof of attendance within the last five years for the required courses must be submitted to the Department before the license application is considered complete.  
Before acceptance of a Manager's Questionnaire and/or Agent Change for an existing license, proof of attendance for the Basic Liquor Law and Management Training (either on-sale or off-sale) will be required.

090111019 210414141 21033



ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLCC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLCC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

Liquor License #

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

1. Check appropriate box -> [X] Controlling Person (Complete Questions 1-19) [ ] Agent (Complete All Questions except # 14, 14a & 21) [ ] Manager (Only) (Complete All Questions except # 14, 14a & 21)

2. Name: Davis Tina H Date of Birth: [REDACTED]

3. Social Security Number: [REDACTED] Drivers License #: [REDACTED] State: Arizona

4. Place of Birth: Toledo, OR USA Height: 5'4" Weight: 133 Eyes: grn Hair: brn

5. Marital Status [ ] Single [X] Married [ ] Divorced [ ] Widowed Daytime Contact Phone: 928-963-0033

6. Name of Current or Most Recent Spouse: Davis Marshall Allen Date of Birth: [REDACTED]

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: Nov 28, 1998

8. Telephone number to contact you during business hours for any questions regarding this document. 928-963-0033

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card.

10. Name of Licensed Premises: Clear Creek Village Store Premises Phone: 928-567-3879

11. Physical Location of Licensed Premises Address: 4483 E. Hwy 260 Sp#32 Camp Verde Yavapai 86322

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

Table with 4 columns: FROM Month/Year, TO Month/Year, DESCRIBE POSITION OR BUSINESS, EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip). Rows include Shipping, Pizza, and trucking.

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION 12 OR 13

13. Indicate your residence address for the last five (5) years:

Table with 7 columns: FROM Month/Year, TO Month/Year, Rent or Own, RESIDENCE Street Address, City, State, Zip. Rows include 3664 cactus blossom and 3067th 3764 Wagner Lane.

If you checked the Manager box on the front of this form skip to # 15

- 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, how many hrs/day? 8, and **answer #14a below**. If NO, skip to #15.  YES  NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  
**If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.**  YES  NO
- 15. Have you been convicted, fined, ordered to deposit bail, imprisoned, placed on probation or parole, had to post bond or had sentence suspended for any violation of ANY law or ordinance within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO
- 16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO
- 17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO
- 18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO
- 19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

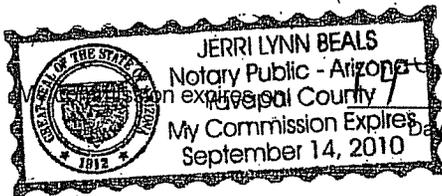
If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement.  
Give complete details including dates, agencies involved, and dispositions.  
**SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED**

20. I, TINA HOPE DAVIS, hereby declare that I am the APPLICANT/REPRESENTATIVE  
(print full name of Applicant)  
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

X Tina Hope Davis  
(Signature of Applicant)

State of AZ County of Yavapai

The foregoing instrument was acknowledged before me this  
28 day of May, 09  
Month Year



18 Sept 2010  
Month Year

Jeri Lynn Beals  
(Signature of NOTARY PUBLIC)

**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION**

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license.  
The manager named must be at least 21 years of age.

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

X \_\_\_\_\_  
Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

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

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

My commission expires on: \_\_\_\_\_  
Day Month Year

1 Thomas K. Kelly, P.C.  
2 425 E. Gurley Street  
3 Prescott, Arizona 86303  
4 (928) 445-5484  
5 Carrie Kelly - #021162  
6 Attorney for Plaintiff

7 IN THE CAMP VERDE MUNICIPAL COURT  
8 COUNTY OF YAVAPAI, STATE OF ARIZONA

9 STATE OF ARIZONA, )

10 Plaintiff, )

11 vs. )

12 Tina Davis, )

13 Defendant. )

14 No. CV09-0009

15 PLEA AGREEMENT

16 The State of Arizona and the Defendant hereby agree to the  
17 following disposition of this case:

18 Plea: The Defendant agrees to plead guilty/no contest to:

19 ARS § 13-2954 (A) (1)

20 Terms: On the following understandings, terms and  
21 conditions:

- 22 1. That the Defendant will receive a sentence no greater  
23 than as provided and no less than

24 fine of \$508.00

25 including charges & court costs  
26 and consistent with the following terms:

- 27 2. That the following charges are dismissed, or if not yet  
28 filed, shall not be brought against the Defendant:

29 ARS § 13-1203 (1) (1) per DV

- 30 3. That this agreement, unless rejected or withdrawn, or  
31 subsequently set aside in post-conviction proceedings,  
32 serves to amend the complaint, indictment, or  
33 information to charge the offense to which the defendant  
34 pleads, without the filing of any additional pleading.  
35 If the plea is rejected or withdrawn, or if the  
36 conviction is subsequently set aside in post-conviction  
37 proceedings, the original charges are automatically  
38 reinstated.

THOMAS K. KELLY, P.C.  
ATTORNEYS AT LAW  
425 E. GURLEY PRESCOTT, ARIZONA 86301

09 JUN 30 10 14 AM '09

TOWN OF CAMP VERDE MUNICIPAL COURT  
473 South Main Street, Suite 107, Camp Verde, Arizona 86322

(928)567-6635

(928) 567-9049

STATE OF ARIZONA Vs TINA HOPE DAVIS  DEFENDANT	CASE NO.  M -1354 -CR -0020090008	WAIVER OF COUNSEL
--	---	-------------------

Instructions: You have told the judge that you do not want an attorney. The purpose of this form is to notify you of your right to an attorney and of the ways in which an attorney can be important to you in this case, and also to allow you to give up your rights if you choose. READ THE ENTIRE FORM CAREFULLY BEFORE SIGNING.

**RIGHT TO AN ATTORNEY**

I understand that I am charged with the crime of ARS §13-1203A1 ASSAULT PER DV, 13-2904A1 DISORDERLY CONDUCT PER DV which is a class 1 Misdemeanor under the law of Arizona and that if I am found guilty I can be given a severe punishment, including imprisonment in the Yavapai County Jail, a fine, or other penalties.

I understand that under the constitution of the United States and the State of Arizona, I have the right to be represented by an attorney at all critical stage in a criminal case: before trial, at the trial itself, and during proceedings to determine what sentence should be imposed if I am found guilty. I understand that if I am unable to obtain the services of an attorney without incurring substantial hardship to myself or to my family, one will be appointed for me, and part or all the cost will be paid by me.

I understand that the services of an attorney can be of great value in determining whether the charges against me are sufficient as a matter of law, whether the procedures used in investigating the charges and obtaining evidence against me, including any confession I may have made, were lawful, whether an act I may have committed actually amounts to the crime of which I am charged, whether I have any other valid defense to the charges, and, if I am found guilty whether I should be placed on probation, be required to pay a fine, or be sentenced to a term of imprisonment. I understand that if I am found guilty of the offense charged, the Court may sentence me to a term of imprisonment even though I have given up my rights to an attorney.

**RIGHT TO AN ATTORNEY**

I understand that I can change my mind about having an attorney at any time by asking the judge to appoint an attorney for me, but I will not be entitled to repeat any part of the case already held without an attorney.

**CERTIFICATION OF WAIVER**

DO NOT SIGN THIS FORM UNLESS YOU HAVE READ IT COMPLETELY OR HAD IT READ TO YOU.

DO NOT SIGN THIS FORM IF YOU WANT AN ATTORNEY.

After reading and understanding all of the above, I give up my right to an attorney in this case, and to have an attorney appointed for me if I cannot afford one.

DATED: February 12, 2009

  
DEFENDANT  
  
MAGISTRATE

CAMP VERDE MUNICIPAL COURT

473 South Main Street, Suite 107, Camp Verde, Arizona 86322

(928) 567-6635

09 JUN 18 11:47 AM 1234

Fax (928) 567-9049

STATE OF ARIZONA

Vs.

TINA HOPE DAVIS

DEFENDANT

CASE NO.

M -1354 -CR -0020090008

GUILTY/NO  
CONTEST PLEA  
PROCEEDINGS

Defendant appears personally and expresses a desire to plead guilty or no contest to the charges indicated and I find the following facts:

1. Defendant understands the nature of the charges, as indicated:

ARS §13-2904A1 DISORDERLY CONDUCT ON 01-11-2009

2. Defendant appears:  with counsel  without counsel (waiver of counsel with file) and understands the following:

3. Defendant has entered into a:  Plea Agreement, and consents to its terms;  guilty plea to the court.

4. Defendant understands the range of penalty is:

- a suspended sentence up to a maximum \$2500 fine plus surcharges, 6 months in jail, and/or 3 years probation
- a suspended sentence up to a maximum \$750 fine plus surcharges, 4 months in jail, and/or 2 years probation
- a suspended sentence up to a maximum \$500 fine plus surcharges, 30 days in jail, and/or 1 year probation
- a suspended sentence up to a maximum of \$300 fine and/or probation
- MANDATORY sentencing of

\* Offenses require a mandatory minimum sentence and do not allow a suspended sentence.

5. If arrested on a second offense, defendant may be charged with a more serious offense and associated penalties.

6. The court has inquired as to the defendant's probation or parole status.

7. The defendant was advised of the following: If you are not a citizen of the United States, pleading guilty or no contest to a crime may affect your immigration status. Admitting guilt may result in deportation even if the charge is later dismissed. Your plea or admission of guilt could result in your deportation or removal, could prevent you from ever being able to get legal status in the United States, or could prevent you from becoming a United States citizen.

8. Defendant understands that the following constitutional rights are given up by changing the plea:

- a. Right to plead not guilty and require the State to prove guilt beyond a reasonable doubt.
- b. Right to a trial  by jury  by a judge.
- c. Right to assistance of an attorney at all stages of the proceeding, including appeal. In some cases, the defendant may be eligible for a court-appointed attorney at a reduced cost or at no cost, if the defendant cannot afford one.
- d. Right to confront the witnesses against the defendant and to cross-examine them as to the truthfulness of their testimony.
- e. Right to present evidence in the defendant's own behalf and to have the court compel the defendant's chosen witnesses to appear and testify free of charge.
- f. Right to remain silent, not to incriminate oneself, and to be presumed innocent unless/or until proven guilty beyond a reasonable doubt.
- g. Right to direct appeal.

9. Defendant wishes to give up these constitutional rights after having been advised of them.

10. There exists a basis in fact for believing the defendant guilty of the offenses charged.

11. The plea is voluntary and not the result of force or threat, or promises other than those contained in the plea agreement.

12. Defendant may file a Rule 32 Petition for post-conviction relief and if denied may file a petition for review. A Notice of Post Conviction Relief must be filed with this court within 90 days.

I certify that the judge personally advised me of the nature of the charges, range of penalties, and my constitutional rights as indicated above. I understand the constitutional rights which I give up by entering this plea, and I desire to plead guilty or no contest as indicated above. I desire to proceed without an attorney's signature or if represented, my attorney's signature appears below.

Dated: February 12, 2009

Defendant:

Tina Davis

Dated: February 12, 2009

Attorney:

\_\_\_\_\_

On the basis of these findings, I conclude that the defendant knowingly, voluntarily, and intelligently pleads:  guilty  no contest to the above charges, and I accept this plea.

Dated: February 12, 2009

Judge:

RE Gubler

09 JUN 18 11:47 AM 1234

CAMP VERDE MUNICIPAL COURT

473 S. Main St., Suite 107, Camp Verde, Az. 86322

(928)567-6635

Fax: (928)567-9049

STATE OF ARIZONA,  Vs. TINA HOPE DAVIS  Plaintiff,  Defendant	Case Number:  M -1354 -CR -0020090008	JUDGMENT AND SENTENCE ORDER  Offense: ARS §13-2904A DISORDERLY CONDUCT ON 1-11-2009
--	---	---

Date of Birth: June 09, 1965

Attorney for State: Carrie A. Kelly

The Defendant, appearing before the Court: Pro Per: YES Attorney for Defendant: WAIVER

WA DEFENDANT UNDERSTANDS PENALTIES: The Defendant has been advised of all mandatory penalties that must be imposed for a conviction of the offense(s), and the maximum penalties that could be imposed, as well as enhanced penalties for subsequent convictions.

WA WAIVER OF COUNSEL: The Defendant knowingly, intelligently, and voluntarily waived his/her right to be represented by counsel, after being advised of the right to be represented by counsel, including the right to have counsel appointed free of charge if the Defendant is indigent and facing a jail sentence.

— WAIVER OF JURY TRIAL: The Defendant knowingly, intelligently and voluntarily waived his/her right to a trial by jury, after having been advised of his/her right to the same.

WA PLEA TO THE COURT: Having been advised of the following rights, the Defendant knowingly, intelligently, and voluntarily waived his/her right to a trial with or without jury, including the right to confront and cross examine witnesses, the right to testify and have the court require the presence of any witnesses who would not appear voluntarily to present evidence that may indicate the Defendant's innocence, the right to remain silent and be presumed innocent until proven guilty beyond a reasonable doubt, the right to appeal the conviction that will result from a voluntary plea of guilty or no contest. The determination of guilty was based upon the Defendant having entered a plea of  Guilty  No Contest.

— TRIAL: The determination of guilty was based upon a  Trial to the Court  Jury Verdict finding the Defendant guilty beyond a reasonable doubt.

Having found no legal cause to delay rendition of judgment, and the Defendant having been given opportunity to speak, the Court hereby enters the following judgment and sentence:

IT IS THE JUDGMENT of the Court that the Defendant is guilty of the following crime(s): COUNT II: ARS §13-2904A1 DISORDERLY CONDUCT ON 01-11-2009 FINE/SC \$ 508.00. The following charges are dismissed: COUNT I: ARS §13-1203A1 ASSAULT PER DV ON 01-11-2009. THE DV ALLEGATION ON §13-2904A1 ON COUNT II.

IT IS ORDERED that the Defendant is sentenced as follows:

- 1.) Probation  Unsupervised  Supervised (attached conditions)
- 2.) Jail: day(s) days suspended if Alcohol Program completed successfully.
- 3.) Fine/SC/CE FEE \$508.00+ Atty. Restitution \$+ Victim Restitution \$+ JAIL FEE \$= \$ 508.00
- 4.) Defendant shall complete Community Restitution: \_\_\_\_\_ Hours
- 5.) Defendant shall complete and pay for a State approved:  MADD Youth Alcohol Class  DUI Education/Treatment  DV Nonviolence Education Program  Alcohol/Drug Screening & Counseling Program  Misdemeanor Marijuana/Paraphernalia Program  Other:

SPECIAL CONDITIONS: \_\_\_\_\_

Defendant has been notified of right to  Post Conviction Relief  to Appeal

DATED: February 12, 2009



I certify that the defendant's thumb print was permanently Affixed to this document in Open court

Tina Daves  
Defendant

R.E. Durbaker  
Magistrate

CAMP VERDE MUNICIPAL COURT  
473 South Main Street, Suite, 107, Camp Verde, Arizona 86322

(928) 567-6635

Fax: (928) 567-9049

AGREEMENT FOR PAYMENT OF FINE(S)/ SANCTION(S) ETC. INSTALLMENTS

By law, fines and sanctions are payable when sentence is pronounced. Upon approval by the Court, you may make payment in installments if you pay as agreed.

You may mail payments to: **Camp Verde Municipal Court**  
473 S. Main St., Suite 107  
Camp Verde, AZ. 86322

DO NOT MAIL CASH The court phone number is (928) 567-6635.

No personal checks. Money order or Cashier's check only.

The Court is open from 8:00 a.m. to 5 p.m. Monday through Friday except on holidays.

\*\*\*\*\*

PLEASE PRINT CLEARLY CASE NUMBER: M -1354 - CR - 0020090008

Name: TINA HOPE DAVIS

Phone # (928) 963-0033

Social Security # 544-86-9099

Mailing and Physical Address: 3664 CACTUS BLOSSOM LANE CAMP VERDE AZ 86322-

A fine is not just a debt. It is a Court Sanction imposed because you broke a law. Payment of this sanction must take priority over your other obligations. If you cannot make a payment on time, it is your responsibility to contact the Court.

I agree to pay my fine/sanction/court enhancement + \$20.00 time payment fee owing to the court totaling \$ \_\_\_\_\_ in installments of \$ \_\_\_\_\_ per month by the 20TH day of each month, commencing in the month \_\_\_\_\_, 2009.

Payment in full in the amount of \$ 528.00 on or before 31 day of March, 2009.

I UNDERSTAND AND AGREE THAT IF I DO NOT PAY AS AGREED AND FAIL TO CONTACT THE COURT, MY DRIVERS LICENSE MAY BE SUSPENDED or A WARRANT MAY BE ISSUED FOR MY ARREST. I MAY BE ARRESTED AND PUT INTO JAIL, AND I MAY BE REQUIRED TO PAY AN ADDITIONAL PENALTY.

Date: February 12, 2009

Tina Daves  
Defendant Signature

\_\_\_\_\_  
Parent's signature

The Court hereby approved the above plan of payment of the assessment on the date set forth above.

Date: February 12, 2009

RE Dulish  
Magistrate

09 MAR 12 10:00 AM

CAMP VERDE MUNICIPAL COURT

(928)-567-6635

473 South Main Street, Suite 107, Camp Verde, Arizona 86322

Fax: (928) 567-9049

STATE OF ARIZONA  
Vs  
TINA HOPE DAVIS  
DEFENDANT

CASE NO.  
M -1354 - CR - 0020090008

ORDER  
EXONERATING/  
FORFEITING  
BOND

\_\_\_\_\_ Defendant and/or poster of bond failed to appear for order to show cause bond forfeiture hearing.

\_\_\_\_\_ IT IS THEREFORE ORDERED, forfeiting the Bond to the General Fund.

This case has been adjudicated and there is no further need for an appearance bond.

\_\_\_\_\_ The Court feels there is no further need for an appearance bond.

\_\_\_\_\_ Defendant Surrendered to the Yavapai County Jail by \_\_\_\_\_ on \_\_\_\_\_.

IT IS THEREFORE ORDERED, refunding or exonerating the full amount of the bond.

\_\_\_\_\_ IT IS THEREFORE ORDERED, partially refunding bond in the amount of \_\_\_\_\_ and/or forfeiting the amount of \_\_\_\_\_ to fines/surcharges/fees.

Dated: February 12, 2009

  
Magistrate

12 FEB 12 2009 10:19 AM

\*\*\*\*\*

EXONERATION OF SECURED APPEARANCE BOND

Description of Bond exonerated

Bond Surety: CASH BOND

Bond Agent: THOMAS OMALLEY

Bond Amount: 500.00

Bond Number: M-47768

CAMP VERDE MUNICIPAL COURT  
473 South Main Street, Suite, 107, Camp Verde, Arizona 86322

(928) 567-6635

Fax: (928) 567-9049

AGREEMENT FOR PAYMENT OF FINE(S)/ SANCTION(S) ETC. INSTALLMENTS

By law, fines and sanctions are payable when sentence is pronounced. Upon approval by the Court, you may make payment in installments if you pay as agreed.

You may mail payments to: **Camp Verde Municipal Court**  
473 S. Main St., Suite 107  
Camp Verde, AZ. 86322

DO NOT MAIL CASH The court phone number is (928) 567-6635.

No personal checks. Money order or Cashier's check only.

The Court is open from 8:00 a.m. to 5 p.m. Monday through Friday except on holidays.

\*\*\*\*\*

PLEASE PRINT CLEARLY CASE NUMBER: M -1354 - CR - 0020090008

Name: TINA HOPE DAVIS

Phone # (928) 963-0033

Social Security # 5-██████████

Mailing and Physical Address: 3664 CACTUS BLOSSOM LANE CAMP VERDE AZ 86322

A fine is not just a debt. It is a Court Sanction imposed because you broke a law. Payment of this sanction must take priority over your other obligations. If you cannot make a payment on time, it is your responsibility to contact the Court.

I agree to pay my fine/sanction/court enhancement + \$20.00 time payment fee owing to the court totaling \$ \_\_\_\_\_ in installments of \$ \_\_\_\_\_ per month by the 20TH day of each month, commencing in the month \_\_\_\_\_, 2009.

Payment in full in the amount of \$ 528.00 on or before 30 day of April, 2009. TCO 3/18/09

I UNDERSTAND AND AGREE THAT IF I DO NOT PAY AS AGREED AND FAIL TO CONTACT THE COURT, MY DRIVERS LICENSE MAY BE SUSPENDED or A WARRANT MAY BE ISSUED FOR MY ARREST. I MAY BE ARRESTED AND PUT INTO JAIL, AND I MAY BE REQUIRED TO PAY AN ADDITIONAL PENALTY.

Date: February 12, 2009

Tina Daves  
Defendant Signature

\_\_\_\_\_  
Parent's signature

The Court hereby approved the above plan of payment of the assessment on the date set forth above.

Date: February 12, 2009

[Signature]  
Magistrate

CAMP VERDE MUNICIPAL COURT



ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS

Professional License and Commercial License

Department of Liquor Licenses and Control

Liquor License #: \_\_\_\_\_

Ownership Name: 2D.S. Enterprise (as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

09 JUN 30 11:47 AM Dept # 121

09 JUN 18 11:47 AM Dept # 1234

SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Tina Hope Davis DATE 06/08/09

TYPE OF APPLICATION (check one) [X] INITIAL APPLICATION [ ] RENEWAL

TYPE OF LICENSE 10 - Beer & Wine Store

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: Birth Certificate

- A. Are you a citizen or national of the United States? (check one) [X] Yes [ ] No
B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.
City Toledo State (or equivalent) Oregon Country or Territory U.S.A

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.



ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS Professional License and Commercial License Department of Liquor Licenses and Control

Liquor License #: \_\_\_\_\_

Ownership Name: 2D.S. Enterprises (as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

05 JUN 09 10 14 AM '09

09 JUN 09 10 14 AM '09

SECTION I — APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) Tina Hope Davis DATE 06/05/09
TYPE OF APPLICATION (check one) [X] INITIAL APPLICATION [ ] RENEWAL
TYPE OF LICENSE 10 - Beer & Wine Store

SECTION II — CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: Birth Certificate

- A. Are you a citizen or national of the United States? (check one) [X] Yes [ ] No
B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.
City \_\_\_\_\_ State (or equivalent) \_\_\_\_\_ Country or Territory U.S.A.

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

**SECTION III — ALIEN STATUS DECLARATION**

**Directions:** To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of the front, and the back (if any), of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. Name of document provided:

\_\_\_\_\_

**“Qualified Alien” Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))**

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).
- 8. An alien who is, or whose child or child’s parent is a “battered alien” or an alien subjected to extreme cruelty in the United States.

**Nonimmigrant Status (8 U.S.C. § 1621(a)(2))**

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Nonimmigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

**Alien Paroled into the United States For Less Than One Year (8 U.S.C. § 1621(a)(3))**

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

**Other Persons (8 U.S.C. § 1621(c)(2)(A) and (C))**

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];
- 13. A foreign national not physically present in the United States.

**Otherwise Lawfully Present (A.R.S. § 1-501)**

- 14. A person not described in categories 1–13 who is otherwise lawfully present in the United States. PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

**SECTION IV — DECLARATION**

**All applicants must complete this section.** I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.

Terra Davies  
APPLICANT'S SIGNATURE

6/5/09  
TODAY'S DATE

**Attachment: Lists A and B Evidence of U.S. Citizenship, U.S National Status, or Alien Status,**

DLLC 1/15/09

AG 11/08/07 - 81662

**Attachment to Form 1 Applicant Statement**

**EVIDENCE OF U.S. CITIZENSHIP, U.S NATIONAL STATUS, OR ALIEN STATUS**

**LIST A: U.S. CITIZEN OR U.S. NATIONAL**

Note: In this List, the term "Service" refers to the U.S. Citizenship and Immigration Service, formerly, the U.S. Immigration and Naturalization Service (INS).

[Source: Proposed Rules, Verification of Eligibility for Public Benefits, 8 CFR § 104.23; 63 FR 41662-01 August 4, 1998); and Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

**Evidence showing U.S. citizen or U.S. national status includes the following:**

**a. Primary Evidence:**

- (1) A birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction);
- (2) United States passport;
- (3) Report of birth abroad of a U.S. citizen (FS-240) (issued by the Department of State to U.S. citizens);
- (4) Certificate of Birth (FS-545) (issued by a foreign service post) or Certification of Report of Birth (DS-1350), copies of which are available from the Department of State;
- (5) Form N-561, Certificate of Citizenship;
- (6) Form I-197, United States Citizen Identification Card (issued by the Service until April 7, 1983 to U.S. citizens living near the Canadian or Mexican border who needed it for frequent border crossings) (formerly Form I-179, last issued in February 1974);
- (7) Form I-873 (or prior versions), Northern Marianas Card (issued by the Service to a collectively naturalized U.S. citizen who was born in the Northern Mariana Islands before November 3, 1986);
- (8) Statement provided by a U.S. consular official certifying that the individual is a U.S. citizen (given to an individual born outside the United States who derives citizenship through a parent but does not have an FS-240, FS-545, or DS-1350); or
- (9) Form I-872 (or prior versions), American Indian Card with a classification code "KIC" and a statement on the back identifying the bearer as a U.S. citizen (issued by the Service to U.S. citizen members of the Texas Band of Kickapoos living near the U.S./Mexican border).

[Source: Interim Guidance of Verification of Citizenship, Qualified Alien Status and Eligibility Under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("Interim Guidance"), 62 FR 61344 (Nov. 17, 1997), Attachment 4]

**b. Secondary Evidence**

If the applicant cannot present one of the documents listed in (a) above, the following may be relied upon to establish U.S. citizenship or U.S. national status:

- (1) Religious record recorded in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction) within three 3 months after birth showing that

the birth occurred in such jurisdiction and the date of birth or the individual's age at the time the record was made;

- (2) Evidence of civil service employment by the U.S. government before June 1, 1976;
- (3) Early school records (preferably from the first school) showing the date of admission to the school, the applicant's date and U.S. place of birth, and the name(s) and place(s) of birth of the applicant's parents(s);
- (4) Census record showing name, U.S. nationality or a U.S. place of birth, and applicant's date of birth or age;
- (5) Adoption finalization papers showing the applicant's name and place of birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction), or, when the adoption is not finalized and the state or other U.S. jurisdiction listed above will not release a birth certificate prior to final adoption, a statement from a State-or jurisdiction-approved adoption agency showing the applicant's name and place of birth in one of such jurisdictions, and stating that the source of the information is an original birth certificate;
- (6) Any other document that establishes a U.S. place of birth or otherwise indicates U.S. nationality (e.g., a contemporaneous hospital record of birth in that hospital in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time) (unless the applicant was born to foreign diplomats residing in such a jurisdiction);

**c. Collective Naturalization**

If the applicant cannot present one of the documents listed in (a) or (b) above, the following will establish U.S. citizenship for collectively naturalized individuals:

**Puerto Rico:**

- Evidence of birth in Puerto Rico on or after April 11, 1899 and the applicant's statement that he or she was residing in the U.S., a U.S. possession or Puerto Rico on January 13, 1941; or
- Evidence that the applicant was a Puerto Rican citizen and the applicant's statement that he or she was residing in Puerto Rico on March 1, 1917 and that he or she did not take an oath of allegiance to Spain.

**U.S. Virgin Islands:**

- Evidence of birth in the U.S. Virgin Islands, and the applicant's statement of residence in the U.S., a U.S. possession or the U.S. Virgin Islands on February 25, 1927;
- The applicant's statement indicating resident in the U.S. Virgin Islands as a Danish citizen on January 17, 1917 and residence in the U.S., a U.S. possession or the U.S. Virgin Islands on February 25, 1927, and that he or she did not make a declaration to maintain Danish citizenship; or
- Evidence of birth in the U.S. Virgin Islands and the applicant's statement indicating residence in the U.S., a U.S. possession or territory or the Canal Zone on June 28, 1932.

**Northern Mariana Islands (NMI) (formerly part of the Trust Territory of the Pacific Islands (TTPI)):**

- Evidence of birth in the NMI, TTPI citizenship and residence in the NMI, the U.S., or a U.S. territory or possession on November 3, 1986 (NMI local time) and the applicant's statement that he or she did not owe allegiance to a foreign state on November 4, 1986 (NMI local time);
- Evidence of TTPI citizenship, continuous residence in the NMI since before November 3, 1981 (NMI local time), voter registration prior to January 1, 1975 and the applicant's statement that he or she did not owe allegiance to a foreign state on November 4, 1986 (NMI local time); or
- Evidence of continuous domicile in the NMI since before January 1, 1974 and the applicant's statement that he or she did not owe allegiance to a foreign state on November 4, 1986 (NMI local time). Note: If a person entered the NMI as a nonimmigrant and lived in the NMI since January 1, 1974, this does not constitute continuous domicile and the individual is not a U.S. citizen

**d. Derivative Citizenship**

If the applicant cannot present one of the documents listed in a or b above, the following may be used to make a determination of derivative U.S. citizenship:

**Applicant born abroad to two U.S. citizen parents:** Evidence of the U.S. citizenship of the parents and the relationship of the applicant to the parents, and evidence that at least one parent resided in the U.S. or an outlying possession prior to the applicant's birth.

**Applicant born abroad to a U.S. citizen parent and a U.S. non-citizen national parent:** Evidence that one parent is a U.S. citizen and that the other is a U.S. non-citizen national, evidence of the relationship of the applicant

121 MAR 1984 10 03 AM '84

09 JUN 1984 10 14 AM '84

to the U.S. citizen parent, and evidence that the U.S. citizen parent resided in the U.S., a U.S. possession, American Samoa or Swain's Island for a period of at least one year prior to the applicant's birth.

**Applicant born out of wedlock abroad to a U.S. citizen mother:** - Evidence of the U.S. citizenship of the mother, evidence of the relationship to the applicant and, for births on or before December 24, 1952, evidence that the mother resided in the U.S. prior to the applicant's birth or, for births after December 24, 1952, evidence that the mother had resided, prior to the child's birth, in the U.S. or a U.S. possession for a period of one year.

**Applicant born in the Canal Zone or the Republic of Panama:**

- A birth certificate showing birth in the Canal Zone on or after February 26, 1904 and before October 1, 1979 and evidence that one parent was a U.S. citizen at the time of the applicant's birth; or
- A birth certificate showing birth in the Republic of Panama on or after February 26, 1904 and before October 1, 1979 and evidence that at least one parent was a U.S. citizen and employed by the U.S. government or the Panama Railroad Company or its successor in title.

In all other situations in which an applicant claims to have a U.S. citizen parent and an alien parent, or claims to fall within one of the above categories, but is unable to present the listed documentation:

- If the applicant is in the U.S., the applicant should contact the local U.S. Citizenship and Immigration Service office for determination of U.S. citizenship;
- If the applicant is outside the U.S., the applicant should contact the State Department for a U.S. citizenship determination.

**e. Adoption of Foreign-Born Child by U.S. Citizen**

- If the birth certificate shows a foreign place of birth and the applicant cannot be determined to be a naturalized citizen under any of the above criteria, obtain other evidence of U.S. citizenship;
- Because foreign-born adopted children do not automatically acquire U.S. citizenship by virtue of adoption by U.S. citizens, the applicant should contact the local U.S. Citizenship and Immigration Service office for a determination of U.S. citizenship, if the applicant provides no evidence of U.S. citizenship.

**f. U.S. Citizenship By Marriage**

A woman acquired U.S. citizenship through marriage to a U.S. citizen before September 22, 1922. Provide evidence of U.S. citizenship of the husband, and evidence showing the marriage occurred before September 22, 1922.

Note: If the husband was an alien at the time of the marriage, and became naturalized before September 22, 1922, the wife also acquired naturalized citizenship. If the marriage terminated, the wife maintained her U.S. citizenship if she was residing in the U.S. at that time and continued to reside in the U.S.

**LIST B: QUALIFIED ALIENS, NONIMMIGRANTS, AND ALIENS PAROLED INTO U.S. FOR LESS THAN ONE YEAR**

The documents listed below that are registration documents are indicated with an asterisk ("\*").

**a. "Qualified Aliens"**

Evidence of "Qualified Alien" status includes the following:

***Alien Lawfully Admitted for Permanent Residence***

- \*Form I-551 (Alien Registration Receipt Card, commonly known as a "green card"); or
- Unexpired Temporary I-551 stamp in foreign passport or on \*I Form I-94.

***Asylee***

- \* Form I-94 annotated with stamp showing grant of asylum under section 208 of the INA;
- \*Form I-688B (Employment Authorization Card) annotated "274a.12(a)(5)";
- \* Form I-766 (Employment Authorization Document) annotated "A5";
- Grant letter from the Asylum Office of the U.S. Citizenship and Immigration Service; or
- Order of an immigration judge granting asylum.

09 JUN 30 14: 44: 41 61 21

09 JUN 10 14: 44: 41 61 21

**Refugee**

- \* Form I-94 annotated with stamp showing admission under § 207 of the INA;
- \* Form I-688B (Employment Authorization Card) annotated "274a.12(a)(3)"; or
- \* Form I-766 (Employment Authorization Document) annotated "A3"

09 JUN 30 14: 47 PM '50

09 JUN 18 14: 24 PM '54

***Alien Paroled Into the U.S. for a Least One Year***

- \* Form I-94 with stamp showing admission for at least one year under section 212(d)(5) of the INA. (Applicant cannot aggregate periods of admission for less than one year to meet the one-year requirement.)

***Alien Whose Deportation or Removal Was Withheld***

- \* Form I-688B (Employment Authorization Card) annotated "274a.12(a)(10)";
- \* Form I-766 (Employment Authorization Document) annotated "A10"; or
- Order from an immigration judge showing deportation withheld under §243(h) of the INA as in effect prior to April 1, 1997, or removal withheld under § 241(b)(3) of the INA.

***Alien Granted Conditional Entry***

- \* Form I-94 with stamp showing admission under §203(a)(7) of the INA;
- \* Form I-688B (Employment Authorization Card) annotated "274a.12(a)(3)"; or
- \* Form I-766 (Employment Authorization Document) annotated "A3."

***Cuban/Haitian Entrant***

- \* Form I-551 (Alien Registration Receipt Card, commonly known as a "green card") with the code CU6, CU7, or CH6;
- Unexpired temporary I-551 stamp in foreign passport or on \* Form I-94 with the code CU6 or CU7; or
- Form I-94 with stamp showing parole as "Cuba/Haitian Entrant" under Section 212(d)(5) of the INA.

***Alien Who Has Been Declared a Battered Alien or Alien Subjected to Extreme Cruelty***

- U.S. Citizenship and Immigration Service petition and supporting documentation

**b. Nonimmigrant**

Evidence of "Nonimmigrant" status includes the following:

- \* Form I-94 with stamp showing authorized admission as nonimmigrant

**c. Alien Paroled into U.S. for Less than One Year**

Evidence includes:

- \* Form I-94 with stamp showing admission for less than one year under section 212(d)(5) of the INA

09 JUN 30 11:47 AM '09

09 JUN 18 11:47 AM '09

09 JUN 30 11:47 AM '10

# TOWN OF CAMP VERDE YAVAPAI COUNTY, ARIZONA BUSINESS REGISTRATION

This certifies that

2D. S. Enterprises

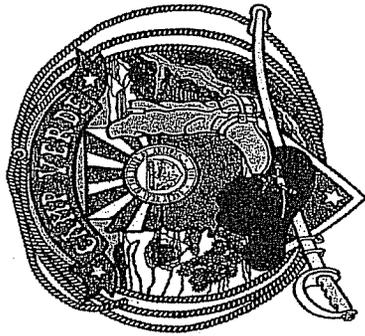
**CERTIFICATE #1875**

has registered with the Town to conduct business at the

Physical Address Indicated Below:

4483 E. Hwy 260, Sp 32

Camp Verde, AZ. 86322



Retail/Convenience Store  
Type of Business

May 1, 2009 through April 30, 2010

*Valid Through*

*Deborah Barber*

*Town Clerk*



**TOWN OF CAMP VERDE  
Agenda Action Form**

**Meeting Date:** August 5, 2009

**Meeting Type:** Regular Session

Consent Agenda     Regular Business

**Reference Document:** Joint Use of Athletic and Recreational Facilities

**Agenda Title (be exact):**

Discussion, consideration, and possible approval of a facilities agreement between the Town of Camp Verde and the Bread of Life Mission for a period of three years.

**Purpose and Background Information:**

The Bread of Life Mission began utilizing the Town's facilities over 15 years ago. In that period of time the Town has provided a facility to the Bread of Life Mission as a service to the community. The Town's kitchen is the only local public facility that is certified for food preparation through Yavapai County Health Department and the community center can provide adequate parking, ADA accessibility and enough room to accommodate the large number of citizens that the BLM helps.

For over 15 years there has not been a written agreement with BLM nor has there ever been user fees or certificate of Insurance required.

**Recommendation (Suggested Motion):**

Move to approve a facilities agreement between the Town of Camp Verde and the Bread of Life Mission for a period of three years.

**Finance Director Comments/Fund:** N/A

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

**Attorney Comments:** N/A

**Submitting Department:** Parks & Recreation

**Contact Person:** Lynda Moore

**Action Report prepared by:** Lynda Moore

## Town of Camp Verde Facilities Use AGREEMENT



**Between  
The Town of Camp Verde  
and the  
The Bread of Life Mission**

The Parties to this Facilities Use AGREEMENT (herein referred to as "AGREEMENT") are The Bread of Life Mission (herein referred to as the "Mission"), an Arizona Corporation and the Town of Camp Verde, Yavapai County, Arizona, a municipal corporation of the State of Arizona (herein referred to as the "Town").

The parties agree that the point of contact for the respective parties are as follows:

**For the Town:**

Michael K. Scannell, Town Manager

Town of Camp Verde, 473 South Main Street, Ste. 102

Camp Verde, AZ 86322

**For the Mission:**

Duane Burris, Director for the Bread of Life Mission

P.O. Box 2991

Camp Verde, AZ 86322

**Purpose of this AGREEMENT:** To facilitate certain uses of Town property to support and promote the Mission's community service and opportunities that benefit the public, the Mission and the Town.

**This Agreement is made with reference to the following factors:**

- 1. Property and Use:** The Town agrees that the "Mission" is authorized to utilize certain Town-owned properties and facilities within the corporate limits of the Town, for the Mission's community events and the corresponding setup and preparation of food.

The authorized Town facilities that the Mission may utilize for their Tuesday, evening event include: the Town's Community Center (gymnasium) and surrounding exterior facilities, adjacent kitchen, bathrooms, and related parking lots. In addition, the Mission may utilize one small storage closet (as designated by the Town) for the Mission's supplies and religious

symbols. This small storage closet is provided in order to simplify the utilization and storage of the Mission's supplies and religious symbols for their events.

In addition, the Mission annually provides an Easter Sunday, Sunrise Service. The authorized Town facilities that the Mission may utilize for the said event include: The Town's Community Field and surrounding exterior facilities, kitchen facilities, bathrooms, and related parking lots. In the event of inclement weather during the Easter Sunday, Sunrise Service, the Mission may use the Community Center (gymnasium) at the sole discretion of the Town.

The Mission agrees to conduct all activities associated with this AGREEMENT in a professional, careful and safe manner. When using any Town-assigned facility, or any portion thereof, the Mission agrees to comply with all applicable State, Federal or Town ordinances and regulations. It is further understood that the Mission will adhere to all written Town policies concerning the use and occupancy of any particular Town-assigned facility. Upon the completion of any use related herein, the Mission agrees to leave any Town-assigned facility in as good order and condition as existed prior to the Mission's use thereof.

- 2. Relocation of Event:** The parties agree that under certain circumstances i.e. an emergency or an event beyond the Town's control that may necessitate the relocation of the Mission's service for any use herein provided that their service can be relocated. This decision shall be so determined at the sole discretion of the Town concerning which particular Town-owned properties and facilities can be utilized under certain circumstances for the Mission's event.
- 3. Cancellation of Event:** The Town reserves its right to cancel the use of any preset time and place of usage for Town-assigned facility if the facility becomes unavailable for any reason, including emergencies. The Town will timely notify by verbal notification (as well as in writing to the Mission, if time allows) any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as the Town is made aware that the requested facility is no longer available to the Mission for the preset time and place of said Town-assigned facility.

The Mission also reserves its right to cancel the use of any preset time and place of usage of Town-assigned facility if the Mission cannot hold their event for any reason, including emergencies. The Mission will timely notify by verbal notification (as well as in writing to the Town, if time allows) any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as the Mission is made aware that they will not meet at the preset time and place of said Town-assigned facility.

- 4. Term:** The term of the AGREEMENT shall be for a period of three (3) years and commence on August 10, 2009 and end on August 9, 2012. A similar AGREEMENT may be renewed upon the mutual agreement of both parties, under the same terms and conditions or re-negotiated. The Town shall complete any future AGREEMENT based on the then prevailing facts and circumstances and transmit it to the Mission for review well in advance of the Council meeting in which a future AGREEMENT will be considered. The Mission shall help coordinate this process through the Town Manager of the Town of Camp Verde and shall clearly identify the dates and times needed for use of Town facilities.
- 5. Facility User Fees:** The Town waives any payment of user fee(s) during the term of the AGREEMENT in consideration for the Town allowing the use of the facility and the consideration of the Mission's contribution and service to the community with respect to feeding the poor. In consideration of the right to use Town facilities without the payment of user fees, Mission agrees that it will serve the need of the poor as set forth on Exhibit A.
- 6. Improvements:** The Mission shall not make any modifications or improvements to Town facilities without prior consent of the Town. Any office equipment, supplies or religious symbols

brought to Town facilities by the Mission shall remain the property of the Mission.

- 7. Display of Religious Symbol(s):** In order to comport with the First Amendment of the United States Constitution, the parties agree that only during the events will the Mission have the opportunity to display their religious symbols and/or decorations within the confines of the Town's Gymnasium, kitchen and community field. The Mission's religious symbols and/or decorations must be removed from the Town's facility walls, kitchen and community field when the Mission is not having an event (until the next event).
- 8. Insurance:** The Mission agrees to procure and maintain - at its sole expense - a policy of General Liability Insurance limit of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate against claims for bodily injury, death and property damage and names the Town of Camp Verde, Arizona as an Additional Insured in connection with the Mission's use of Town-assigned facilities as provided herein; the Mission shall keep said policy in force for the duration of this AGREEMENT, and for any extension thereof. The Mission shall provide the Town with the Certificate of Insurance (COI) evidencing such insurance coverage. This COI and the fully executed facilities AGREEMENT shall be returned simultaneously to the Town. Upon the Town's receipt of both the aforementioned documents the AGREEMENT will be considered fully executed.
- 9. Indemnification:** The Mission, its officers, employees and members shall through the signing of this AGREEMENT by an authorized party or agent, indemnify, hold harmless and defend the Town of Camp Verde and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the Town as a result of loss, damage or injury to person or property by reason of any action or omission by the Mission or its agents or employees pursuant to this agreement.

Nothing in this AGREEMENT shall be construed to make either party the legal representative or agent of the other, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of, or on behalf of, the other party. The relationship created by this AGREEMENT shall not be read so as to change the independent nature of either party.

- 10. Damage to Facility:** If any damage occurs to the facilities by the Mission, the Mission's officers must compensate the Town in order to repair the facilities.
- 11. Entire Understanding:** This AGREEMENT embodies the entire understanding and obligations between the Mission and the Town for all uses of Town-assigned facilities pursuant to this AGREEMENT. The parties shall not be bound by, nor is either party liable for, any statement or representations, of any nature, not set forth in this AGREEMENT. Changes of any of the provisions of this AGREEMENT shall not be valid unless completed in writing and signed by both parties.
- 12. Suspension and Termination:** A non-breaching party may terminate this AGREEMENT for the failure of the other party to comply with the provisions of this AGREEMENT by giving the other party a thirty (30) day written notice of the failure to comply. Either party may terminate this AGREEMENT immediately if the other party files for bankruptcy or receivership, or takes any actions relating to insolvency, such as assignment for the benefit of creditors.
- 13. Assignment and Subletting:** The Mission shall not have the right to assign this AGREEMENT, nor shall it allow any other person or entity to use or occupy a Town-assigned facility that has been authorized to be used by the Mission pursuant to this AGREEMENT.
- 14. Arbitration:** In the event of a dispute hereunder, either party may exercise its right to cancel

this AGREEMENT in writing. At the Town's sole discretion, it may choose to resolve any dispute pursuant to A.R.S. § 12-1518, utilizing the services of the American Arbitration Association.

**15. Conflict of Interest:** The parties understand that this AGREEMENT is subject to cancellation pursuant to A.R.S. § 38-511, without penalty or further obligation on the part of the Mission or the Town, if any person significantly involved in initiating, negotiating, securing, drafting or creating this AGREEMENT on behalf of the Mission or Town, and said employee or agent of the Town or the Mission, in any capacity, or a consultant to the Town or the Mission, with respect to the subject matter of this AGREEMENT, and such association creates a conflict of interest or presents an appearance of impropriety at any time while this AGREEMENT, or any extension hereof, is in effect.

**16. Governing Law:** The laws of the State of Arizona shall govern this AGREEMENT, the courts of which shall have jurisdiction of the subject matter hereof. If any portion of this AGREEMENT is found by a court of record to be in valid, the remaining portions shall remain in full force and effect.

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

**For The Town:**

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

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

APPROVED AS TO FORM:

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

**For the Bread of Life Mission**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit A

### Bread of Life Facilities Agreement

The Bread of Life Mission, Inc. will provide a hot meal and distribute boxes of groceries.

The hot meals and bulk food boxes are provided on Tuesday evenings at the Camp Verde Community Center, located at 435 South Main Street.

Doors open at 5:00 p.m.

For emergency food boxes and other assistance, please call 567-6931 or 300-2372.