



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

AGENDA
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY, JANUARY 5, 2011
at 6:30 P.M.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) **Approval of the Minutes:**
 - 1) Regular Session – December 15, 2010
 - b) **Set Next Meeting, Date and Time:**
 - 1) January 7, 2011 at 9:00 a.m. – Work Session – General Matters to include, but not be limited to Town Code amendments, policies & procedures, etc.
 - 2) January 12, 2011 at 6:30 p.m. – Work Session – Fireworks
 - 3) January 19, 2011 at 6:30 p.m. – Regular Session
 - 4) January 26, 2011 at 6:30 p.m. – Council Hears Planning & Zoning Matters
 - c) **Possible approval of an addendum to the Consultant Agreement for professional services for a planning consultant between the Town of Camp Verde and Dava & Associates, Inc. for the rewrite of the Camp Verde Planning & Zoning Ordinance, Subdivision Regulations and Engineering Standards.** This is a budgeted item in the General Fund. Staff Resource: Matt Morris
 - d) **Possible approval of Resolution 2011-821, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, setting meeting dates and times for Council and all Commissions/Committees for 2011.** Staff Resource: Debbie Barber
 - e) **Possible approval of Resolution 2011-822, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, establishing hours of operation and setting the 2011 Holiday Schedule, in which Administrative Offices will be closed.** Staff Resource: Debbie Barber
 - f) **Possible approval of a Policy Statement that authorizes the Mayor, as the Town's Chief Elected Official, to support or oppose legislative bills that protect groundwater, state shared revenues, and land use authority that are introduced during legislative sessions when they adversely affect the Town's interest and need an immediate response.** Staff Resource: Debbie Barber
 - g) **Possible approval of Resolution 2010-828, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, authorizing the submission of an application for State Housing Funds (which may include federal funding through the HOME Investment Partnership Program or State Housing Funds), certifying that said application meets the community's housing and community development needs and the requirements of the State Housing programs, and authorizing all actions necessary to implement and complete the activities as outlined in said application.** Staff Resource: Matt Morris
5. **Special Announcements & Presentations** – There are no special announcements or presentations.
6. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are Camp Verde Schools Education Foundation; Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, Yavapai County Water Advisory Committee, and shopping locally. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.
7. **Call to the Public for items not on the agenda.**

8. **Discussion, consideration, and possible appointment to the following Boards & Commissions.** Staff Resource: Debbie Barber
 - a) **Board of Adjustments – 2 members for 3-year terms. Applicants are James Binick and Murray J. Lichty.**
 - b) **Planning & Zoning Commission – 2 members for 3-year terms. Applicants are Howard E. Parrish and Michael Hough.**
9. **Discussion, consideration, and possible approval of Resolution 2011-827, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving a Lease Purchase Agreement for the purpose of procuring financial and administrative information systems software and hardware.** This is a budgeted item in the General Fund. Staff Resource: Lisa Elliott
10. **Discussion, consideration, and possible direction to staff relative to an application for a Rural Economic Development Grant through the Arizona Commerce Authority to assist in the development of the Verde Valley Archaeological Center project including renovation and preparation of a Main Street building for the location of this center in Camp Verde.** Staff Resource: Russ Martin
11. **Discussion, consideration, and possible approval of the Draft Franchise Agreement with Arizona Public Service, followed by direction to staff to begin negotiations with APS in order to meet the election timeline for the General Election scheduled for May 2011.** Staff Resource: Russ Martin
12. **Call to the Public for Items not on the Agenda.**
13. **Advanced Approvals of Town Expenditures.** There are no advanced approvals.
14. **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.
15. **Adjournment**

Posted by:

Vergene Jones

Date/Time:

12.30.10

7:45 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.

Ha.¹

MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
COUNCIL CHAMBERS
WEDNESDAY, DECEMBER 15, 2010
6:30 P.M.

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

1. **Call to Order**

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

2. **Roll Call**

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

Also Present: Town Manager Russ Martin, Special Projects Administrator Matt Morris, Sr. Acct. Lisa Elliott, Library Director Gerry Laurito, Council Candidate Alan Buchanan, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**

The Pledge was led by Kovacovich.

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

a) **Approval of the Minutes:**

- 1) Regular Session – December 1, 2010

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

- 1) December 22, 2010 at 6:30 p.m. – Council Hears Planning & Zoning Matters – **CANCELLED**
2) January 5, 2011 at 6:30 p.m. – Regular Session
January 7, 2011 at 9:00 a.m. – Work Session – General Matters to include, but not be limited to
Town Code amendments, policies & procedures, etc.
3) January 12, 2011 at 6:30 p.m. – Work Session – Fireworks
4) January 19, 2011 at 6:30 p.m. – Regular Session
5) January 26, 2011 at 6:30 p.m. – Council Hears Planning & Zoning Matters

c) **Possible approval of and authorization for the Mayor to sign the letter to the Yavapai-Apache Nation Tribal Council requesting funding in no particular amount pursuant to Section 12(d)(1) of the Tribal-State Gaming Compact to fund projects that the Nation selects.** Staff Resource: Russ Martin

d) **Possible approval of a Special Event Liquor License application for the American Legion Post 93 for a one-day fund raising event to be held on December 31, 2010 at Days Inn & Suites of Camp Verde, located at 1640 W. SR 260.** Staff Resource: Debbie Barber

On a motion by Burnside, seconded by Kovacovich, the Consent Agenda was unanimously approved as presented, with the exception of Item 4.a).

Whatley requested that Item 4.a) be pulled; Garrison requested and received confirmation that the Work Session scheduled for January 7, 2011 will be an all-day event.

4.a) **Approval of the Minutes**

- 1) Regular Session – December 1, 2010

On a motion by Whatley, seconded by Garrison, the Council unanimously approved the Minutes of December 1, 2010, with the corrections noted.

Referring to Page 2 of the December 1, 2010 Minutes, Whatley requested clarification of the statement that she would be bell ringing, to correctly state that **volunteers** would be bell ringing in front of Basha's Monday through Saturday; German added a further correction, to reflect the time period as Tuesday through Saturday.

5. **Special Announcements & Presentations** – Welcome to the new businesses that registered in November.
- **Mulcaire & Son Contracting, 2197 Derby Drive, Camp Verde**
 - **Wesley Properties LLC, 2197 Derby Drive, Camp Verde**
 - **The Red Barn, 325 S. Main Street, Camp Verde**
 - **DACS Inc., Phoenix**
 - **Superior Commercial Cleaning, 2020 W. Park Verde Rd., Camp Verde**
 - **Weston Courier, 611 Rowdy Ranch Drive, Camp Verde**

Burnside said he was once again pleased to announce new businesses, and welcomed the above list for the month of November.

6. **Council Informational Reports.**

Burnside reminded everyone that the reports cannot be discussed; an agenda item can be requested if a member wishes to discuss an issue. The same procedure also applies for members of the public when responding to the Call to the Public items.

German reported on the Visitors Center and Chamber annual Retreat at which new officers were announced as well as the goals set for the new year. Town Manager Martin and German attended the luncheon at which time the goals were reviewed; many of them were tied in to the goals set by the Council for the Town, which indicates that everyone is working together. German also thanked them for the nice lunch that was enjoyed.

Roulette said he attended the Sanitary District Board meeting last Thursday; there was nothing of any special import to share, other than an interesting solar project that was presented. Roulette also thanked all the people and businesses who were involved with the Christmas Lights Parade; it was a good turnout, and a good time was had by all. Special thanks were extended to Ray and Nancy Floyd for the Council float.

Kovacovich commented on the Council member being invited to ride on the Verde Canyon Railroad recently in connection with the Railroad's 20th Anniversary celebration; the members had a great time, and Kovacovich extended congratulations to the Railroad.

Garrison reported on her attendance at the NACOG Economic Development meeting, and the stress at that meeting on the need to "brand" communities, so that when a particular town or community is mentioned there is immediate recognition through that particular brand, or slogan, which should become a part of all printed material in order to foster that recognition. Garrison said she has faith that the community of Camp Verde is capable of coming up with a great idea for its brand. Garrison announced that she has been challenged by the Education Foundation group to get 45 people to each volunteer to make a gallon of chili to participate in a chili cook-off at the school; the students' artwork will also be featured and auctioned off at that event, with 90 percent of the proceeds to go to the students. It is hoped that it will become an annual event. Garrison added that one of the hot issues at the Economic Development Council is once again water; everyone should employ special vigilance as to any legislation being considered that will result in moving water from basin to basin to benefit Phoenix.

Burnside said that he and the Town Manager met with Chip Davis and Mayors of adjoining towns and communities to brainstorm a reasonable request to be submitted to the Governor to maintain our Verde Regional State Parks. The importance is to keep our Park open and accessible to visitors, local, State and International. Burnside also reported on the meeting with the Prescott National Forest principals in connection with the bid process for the Copper Canyon Trailhead. This Saturday there will be a meeting at the Feed Store to update the list of in-kind donations to help increase the grant and add more amenities. Burnside commented on his meeting with Mr. Gunnell at Verde Vista; today, the fun Christmas party, and the impressive remodel that has been done, Burnside commended on the excellent work done by Mike Dumas and his crew on cementing the flag pole base and then using due diligence to construct a sidewalk with the excess cement left in the truck. In response to a request for confirmation from the Town Manager, Mr. Martin said that the Economic Development meeting scheduled for tomorrow at 10:00 a.m. at the

Marshal's Office Training Room is open to the public; the Town has an opportunity to pursue a grant of significant funding, hopefully by considering different economic development options. Burnside then shared another brainstorm that could also contribute to economic development, and that would be to establish a cannery co-op, and requested that anyone with any history or knowledge of co-ops to get in touch with him to discuss what it would take to get such an operation going. Burnside ended with wishes to all for a Merry Christmas and Happy New Year. Burnside also displayed the plaque received from the State Park for the donation.

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

(Comments from the following individuals are summarized.)

Howard Parrish shared a recent telephone conversation he had with John Nash, a friend who lives in Minnesota, regarding the four feet of snow in that area and more to come.

Sheila Stubler, of Fort Verde State Park, appeared together with Library Director Laurito, both dressed in period costumes, describing the planned upcoming Victorian Christmas activities, and distributing examples of Victorian hand-made decorations to the Council members, along with printed material outlining the Candlelight Tours scheduled for December 17-18. Ms. Stubler also read the story of how the Victorian Christmas Tree originated in England in the early 19th Century. Ms. Stubler ended her remarks with special thanks to the Council, the Town Manager, the citizens of Camp Verde and all the volunteers.

There was no further public input.

8. **Presentation by Scott Graff, CPA, Colby & Powell, and possible discussion of the Comprehensive Annual Financial Report for the Fiscal Year ending June 30, 2010.**

There was no action taken.

Scott Graff, CPA with Colby & Powell, presented the audit results for the fiscal year ending June 30, 2010, commenting that the audit was done on a risk-based approach which looks at the policies and procedures, internal controls, focusing the audit more in the areas of risk. In addition to the 85-page financial report, Graff referred to a separate report on the internal controls that included a list of some findings; he reviewed the three findings and the areas that could be improved. He did note that the findings involved areas that Management is already addressing, and he is confident that the audit next year will find that those areas have been cleared up. Graff first pointed out the "clear opinion" letter from the auditor, which is the best opinion that an auditor can give to any type of entity that is being audited. He gave a comprehensive overview of the 85-page financial report, prefaced by his commendation for the quality and factual content of the Management Discussion and Analysis document. Graff commented that the Town in essence is somewhat better off than last year, with reservations because of the figures shown that include restricted funds. The Town needs to continue to budget wisely, the financial "crunch" appears to be continuing, but Graff believes the Town is doing a very good job showing a positive increase.

The Council commended Graff for doing an excellent job. Graff complimented the Financial Department staff and especially the Sr. Acct. who knows what she is doing, adding that it is a pleasure to work with the staff. Burnside commented on the history of the Town relying solely on agriculture and tourism; he said the Town needs a third base to rely upon, and that is the local economy, supporting the merchants. The members thanked Lisa Elliott for the great work she is doing.

Councilor Garrison requested items 9 & 10:

9. **Discussion, consideration, and possible authorization to delete the NACOG Tourism Committee assignment from Council duties in order to appoint a professional that will better serve the Town.**

On a motion by Garrison, seconded by German, the Council voted unanimously to delete the NACOG Tourism Committee assignment from the Council duties.

Garrison explained that she had taken on the responsibility of representing Council at the NACOG meetings consisting of the Regional, the Economic Development Council, and in 2007 subsequently found herself serving on the Tourism Committee of the Economic Development Council, replacing a Chamber person.

Garrison said she believes that she is now the only elected official serving on the Tourism Committee. Since the Tourism Committee is being revamped and goals are increasing in scope, Garrison said she feels that a tourism professional would better serve the Town by being able to more effectively contribute to the meetings. Garrison stressed that the Chamber representative would not be representing the businesses, but the focus would be only on tourism on the global level to get visitors in to Northern Arizona areas. Garrison said she would continue to serve on the Economic Development Council; the Tourism Committee is a subcommittee of and subject to the authority of that Council. Garrison said she is asking Council to consider appointing a professional to the Tourism Committee, as explained, although she would be willing to continue to serve if that is what Council wishes. The Council thanked Garrison for her past service and her foresight.

10. Discussion, consideration, and possible appointment of Chamber of Commerce Executive Director Tracie Schimikowsky to the NACOG Tourism committee as the Town's representative.

On a motion by German, seconded by Roulette, the Council unanimously appointed Tracie Schimikowsky to the NACOG Tourism Committee as the Town's representative.

After discussing the issue with the Mayor, Garrison said that she had asked Tracie Schimikowsky if she would be willing to take on the position if Council so wished, and to make a presentation to Council on her willingness and her qualifications to serve.

Tracie Schimikowsky said that she currently already serves on two regional boards, the Verde Valley Regional Economic Organization and the Sedona-Verde Valley Tourism Council. She stressed that she is there representing the community of Camp Verde and her Chamber hat comes off in those board meetings. Ms. Schimikowsky assured the Council that she would be representing the community of Camp Verde at the NACOG Tourism Committee meetings, not Chamber of Commerce members. She added that she has 12 years experience in the tourism and travel industry, and she is now a homeowner in the Town of Camp Verde. Garrison requested that the Council receive at least a quarterly report, and even bring to the attention of Council any exciting events or updates in the interim. Garrison outlined how an appointment is made to the Committee. After a formal resignation is accepted, the Tourism Committee must accept the proposed appointment, after which the Economic Development Council must give its final approval. It is anticipated that Ms. Schimikowsky would then take over sometime in April 2011.

11. Discussion, consideration, and possible direction to staff regarding possible preparation of an application for State Housing Funds, which may include federal funding through the HOME Investment Partnership Program or State Housing Funds, and to include possible direction to prepare required application and supporting materials, preparation of revised Town Owner-Occupied Home Rehabilitation Program Guidelines, and also possible advertisement and qualification of potential program recipients to be included on a waiting list. Staff Resource: Matt Morris

On a motion by German, seconded by Roulette, the Council voted unanimously to direct staff to proceed with preparation of Grant application materials as well as necessary revisions to the Town of Camp Verde Housing Rehabilitation Program Guidelines for final Council approval, at the earliest possible date, and to also direct staff to begin advertisement and income qualification of potential program participants, to improve Town readiness in anticipation of Grant award.

Special Projects Administrator Matt Morris said that the subject issue arose from the recent emphasis on the need for economic development and putting the Town's best foot forward as far as compliance with zoning requirements and the community appearance in general. Morris outlined the background of the housing rehab program to date and recent funding from the State for additional rehab work, which have triggered the review and this request to move forward with the subject application and related activities. Morris outlined the number of homes that have benefitted from the program in the past, together with how property owners can qualify for funding, pursuant to the criteria contained in the Town Rehab Guidelines. From the standpoint of businesses, potential employees, community appearance and home ownership are prime factors in fostering economic development.

Morris reviewed the funding available through the Arizona Department of Housing as well as Federal funding, and highlights from his comprehensive Staff Report included in the agenda packet. If given the requested direction to move forward, Morris said the necessary documents and materials could be prepared and brought back to Council at the next meeting, in January, for review and approval. The members acknowledged the impressive improvements accomplished on the past rehabs and home replacements. In response to a question regarding a possible requirement for matching funds, Morris said that it would be quite helpful but is not required. There is also the option of in-kind donations; the revolving loan fund, and the home that was recently acquired by the Town by reason of the death of the owner might also be potential resources for leveraging. Morris assured the Council that he will work diligently to pull together the material required for the grant application in the short time period available. Town Clerk Barber volunteered a poignant example of the human element of the housing program that improved a home, and what it meant to that elderly individual.

PUBLIC INPUT

(Comments from the following individual are summarized.)

Alan Buchanan said he believes that in the past staff compiled the names of potential recipients of the funding and presented the list to the Housing Commission for consideration, and suggested that some of the Commissions could be started up again to get more people involved and interested in our government.

There was no further public input.

During further Council discussion; Morris confirmed that if the application for the immediate grant is not successful, the groundwork done would be valuable in applying for the next grant that comes around, and that all applicants will be made aware that there is no guarantee of their selection.

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

There was no public input.

13. **Advanced Approvals of Town Expenditures.**

Martin advised the Council that a mistake was made in the administration of the Dava & Associates contract. This afternoon the actual final draft was received; however, the contract refers to a maximum not to exceed 150 without bringing it back, which will be in front of Council on the next Consent Agenda for approval. They will want to be paid now that they are finished. The amount submitted is less than what was budgeted; however, by consent, the Council has approved payment, and the expenditure will be made in advance.

14. **Manager/Staff Report**

Martin announced that two employees are leaving, Sharon McCormick who has been with the Town for 23 years and is moving on to work at the jail, and Ralph O'Donnell who is retiring and moving into an important role with the VIP's. Martin added that if you make contact with either of them, he is sure they would appreciate your recognition of their past service.

15. **Adjournment**

On a motion by Garrison, seconded by Kovacovich, the meeting was adjourned at 8:01 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 15th day of December 2010. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2011.

Debbie Barber, Town Clerk

H.C



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: January 5, 2011

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: Addendum to Consultant Agreement with Dava & Associates, Inc.

Agenda Title (be exact): Approval of an Addendum to Consultant Agreement For Professional Services For A Planning Consultant Between the Town of Camp Verde and Dava & Associates, Inc. for the rewrite of the Camp Verde Planning and Zoning Ordinance, Subdivision Regulations and Engineering Standards.

Purpose and Background Information:

As presented during the Town budget process last summer, the total cost for the rewrite of the Planning and Zoning Ordinance, Subdivision Regulations, and drafting of Town Engineering Standards exceeded the original contract not to exceed amount of \$150k. During the budget process a total of \$50k was appropriated for consulting services under Long Range Planning which would allow for a total project cost of \$170k. The attached addendum increases the original total amount from \$150k to approximately \$165k or \$5k less than the budgeted amount. The additional cost is a result of unanticipated tasks completed earlier in the project process and as a result of additional task items included at the conclusion of the project. The consultant, Dava and Associates Inc., has provided the Town with all of the final documents as requested. These documents are now in process for review by the Planning and Zoning Commission in January and February, with first review by Council occurring towards the end of February.

Recommendation (Suggested Motion):

Move to approve contract addendum as presented.

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

Finance Director Comments/Fund:

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

Attorney Comments: N/A

Submitting Department: Administration

Contact Person: Matt Morris

Action Report prepared by: Matt Morris

Town of Camp Verde

ADDENDUM TO

Consultant Agreement

For Professional Services

For A

Planning Consultant

Between the

Town of Camp Verde

Camp Verde, Arizona

And

Dava & Associates, Inc.

This Addendum Agreement is made and entered into on the ____ day of _____, 2010 and is for professional services as outlined below. The parties agree as follows:

This INDEPENDENT CONSULTANT ADDENDUM AGREEMENT (“Addendum”) is by and between Dava & Associates Inc., a Planning Consultant (“Consultant”) and the Town of Camp Verde, a municipal corporation (“Town”) and is awarded pursuant to Project #09-072. This Addendum maintains the terms and agreements in the original Independent Consultant Agreement for professional planning services, approved by the Town Council of the Town of Camp Verde at its August 5, 2009 regular meeting and executed on September 9, 2009.

Whereas, the Consultant has provided complete drafts of the rewrite of the Town’s Zoning Ordinance, Subdivision Regulations and Engineering Standards, and has greatly exceeded the normally expected requirements of research, citizen involvement and public meetings, and,

Whereas, the Consultant finds that additional materials and meetings are necessary to provide the most effective and comprehensive Development Guidance System for community and Town use, the following revisions to Scope of Work and Compensation, of the original Independent Consultant Agreement, are requested.

Scope of Work

Consultant, retained to provide professional services to the Town for planning services pertaining to the comprehensive analysis and update of the Town’s Development Guidance System, has been working diligently and has completed drafts of all six parts of the proposed Development Guidance System. Consultant has conducted five community meetings and public workshops in various areas of the Town and on the Yavapai Apache Nation, and seven public meetings with the Zoning Ordinance Rewrite Committee (ZORC), Zoning Technical Advisory Committee (ZTAC), joint meetings of the Planning and Zoning Commission with ZORC and/or Town Council, and with the Town Council as requested, in addition to numerous meetings and conference calls with staff. Consultant has provided agendas, presentation materials, and public meeting documents and prepared surveys, exercises and the Draft version and revised Final Diagnostic Reports, in addition to Summaries of each Part and revisions of drafted sections of the proposed codes. Consultant has completed drafts of the complete Development Guidance System.

All tasks identified in the Scope of Work as specified in Consultant Agreement, Exhibit A, and executed on September 9, 2009, as of to date have been completed and or removed from Scope of Work as follows:

Task 2.2 Public Participation Program, Task 2.5 Pre-Hearing Briefings, and Task Eight Adoption/Implementation, requirement for Consultant completion of public hearings for code adoption with Town Council and Planning and Zoning Commission is hereby relieved.

Task 5 Project Planning Direction, was combined with Task 6 Comprehensive Code Drafting since (a) direction from Council and Commission was continuously provided at every meeting, eliminating the need for a separate retreat; and (b) code revision priorities, stakeholders and advisory committees input and comments were gathered at every meeting. Major directions such as the desire to eliminate the Design Review Board, and community recommendations from the Diagnostic Report on zoning/land use issues provided guidance for drafting code provisions.

Task 7 Strategic Programming, was also combined with Task 6 Comprehensive Code Drafting. The numerous community, committee and Council meetings provided ample opportunities for input and comments in support of the practical effectiveness of the project, including streamlined processes and ways to encourage economic development. Examples include providing agri-tourism businesses, and replacing many lengthy legislative procedures with administrative processes, such as substituting streamlined Development Compatibility Standards.

The following tasks are in process and shall be completed by Consultant as soon as possible making every effort to complete by December 10, 2010, and not later than December 20, 2010:

Task 6 Comprehensive Code Drafting, Consultant is in process of revising Development Guidance System including zoning, subdivision and engineering standards, as per comments from stakeholders, citizens and Town staff.

Additional Scope of Work

Consultant has expended additional time in response to community and staff input on research of special interest subjects such as farm animal, agri-tourism business, community appearance issues, neighborhood zoning violation, enforcement, alternative energy systems, outside storage of construction equipment and procedural issues. Consultants attended extra meetings than anticipated including some with Town Council for briefings and counseling on the problematic Design Review Board section of the zoning ordinance such as the January 13, 2010 Town Council Work Session. Consultant has also been requested, in addition to revising the drafted Parts 1 through 6, to respond in written and charted format, to all comments by staff, elected and appointed officials, and by the citizenry on items that became apparent during the public input and review process; Consultant has additionally been requested to respond to detailed comments by the Town Manager; requested responses include preparation of charts, timelines and other revisions to all sections of prior public-reviewed drafts. Consultant proposes an expeditious process for completion of the response reports and the Final Review Draft of the Development Guidance System.

Final Deliverables

The following deliverables to be provided by Consultant on or before December 20, 2010, as noted below:

- Final draft of complete Development Guidance System including: all zoning regulations from current Town Planning and Zoning Ordinance as revised and drafted in Parts I through VI, Subdivision Regulations, and Engineering Standards. Documents shall be provided in electronic formats suitable for the Town's use in its providing of copies and website presentations. Electronic files shall be in Microsoft Word 2003 or later, preferably Microsoft Office 2010. Documents shall include Table of Contents for entire Development Guidance System, as well as Table of Contents for and located at the beginning of each Part.
- Consultant shall make every attempt to produce if budget and time permit, but cannot guarantee completion of an additional revised document for electronic document files formatted with proper Heading Styles to enable linked Table of Contents for improved editing and navigation.
- Charting and memorandum of public, Town officials and staff comments received to date with Consultant actions taken to address concerns, including non-action and or recommendations to Town for future action to address concerns at a later date.

Other

Consultant is available to provide additional services beyond the scope of this Addendum for further revisions and additions to the Development Guidance System, and to assist the Town in meetings and presentations at hearings, and to provide other Planning and Engineering related studies and services. Such additional services can be provided on a time-and-materials basis or at fixed fee to be negotiated and approved by the Town Manager.

Compensation

Town shall pay Consultant for services rendered as described in the Additional Scope of Work and Final Deliverables, pursuant to this Addendum an estimated amount of \$15,500.

Other portions of the original Independent Consultant Agreement remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals, this the ___ day of _____, 2010.

Approved As To Form:

Town of Camp Verde:

Town Attorney

By: _____
Town Manager Russ Martin

Consultant:

By: _____
Dava Z. Hoffman
Planning Manager
Dava & Associates, Inc.

By: _____
Gordon Bowers, PE
President
Dava & Associates, Inc

The contract was reviewed and delivered, as signed by the Town, to the Consultant on _____

_____ 2010 by _____

Town of Camp Verde

ADDENDUM TO

Consultant Agreement

For Professional Services

For A

Planning Consultant

Between the

Town of Camp Verde

Camp Verde, Arizona

And

Daya & Associates, Inc.

This Addendum Agreement is made and entered into on the ___ day of _____, 2010 and is for professional services as outlined below. The parties agree as follows:

This INDEPENDENT CONSULTANT ADDENDUM AGREEMENT ("Addendum") is by and between Daya & Associates Inc., a Planning Consultant ("Consultant") and the Town of Camp Verde, a municipal corporation ("Town") and is awarded pursuant to Project #09-072. This Addendum maintains the terms and agreements in the original Independent Consultant Agreement for professional planning services, approved by the Town Council of the Town of Camp Verde at its August 5, 2009 regular meeting and executed on September 9, 2009.

Whereas, the Consultant has provided complete drafts of the rewrite of the Town's Zoning Ordinance, Subdivision Regulations and Engineering Standards, and has greatly exceeded the normally expected requirements of research, citizen involvement and public meetings, and,

Whereas, the Consultant finds that additional materials and meetings are necessary to provide the most effective and comprehensive Development Guidance System for community and Town use, the following revisions to Scope of Work and Compensation, of the original Independent Consultant Agreement, are requested.

Scope of Work

Consultant, retained to provide professional services to the Town for planning services pertaining to the comprehensive analysis and update of the Town's Development Guidance System, has been working diligently and has completed drafts of all six parts of the proposed Development Guidance System. Consultant has conducted five community meetings and public workshops in various areas of the Town and on the Yavapai Apache Nation, and seven public meetings with the Zoning Ordinance Rewrite Committee (ZORC), Zoning Technical Advisory Committee (ZTAC), joint meetings of the Planning and Zoning Commission with ZORC and/or Town Council, and with the Town Council as requested, in addition to numerous meetings and conference calls with staff. Consultant has provided agendas, presentation materials, and public meeting documents and prepared surveys, exercises and the Draft version and revised Final Diagnostic Reports, in addition to Summaries of each Part and revisions of drafted sections of the proposed codes. Consultant has completed drafts of the complete Development Guidance System.

All tasks identified in the Scope of Work as specified in Consultant Agreement, Exhibit A, and executed on September 9, 2009, as of to date have been completed and or removed from Scope of Work as follows:

Task 2.2 Public Participation Program, Task 2.5 Pre-Hearing Briefings, and Task Eight Adoption/Implementation, requirement for Consultant completion of public hearings for code adoption with Town Council and Planning and Zoning Commission is hereby relieved.

Other

Consultant is available to provide additional services beyond the scope of this Addendum for further revisions and additions to the Development Guidance System, and to assist the Town in meetings and presentations at hearings, and to provide other Planning and Engineering related studies and services. Such additional services can be provided on a time-and-materials basis or at fixed fee to be negotiated and approved by the Town Manager.

Compensation

Town shall pay Consultant for services rendered as described in the Additional Scope of Work and Final Deliverables, pursuant to this Addendum an estimated amount of \$15,500.

Other portions of the original Independent Consultant Agreement remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate originals, this the ___ day of _____, 2010.

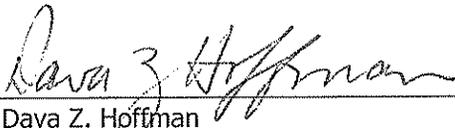
Approved As To Form:

Town Attorney

Town of Camp Verde:

By: 
Town Manager Russ Martin

Consultant:

By: 
Dava Z. Hoffman
Planning Manager
Dava & Associates, Inc.

By: 
Gordon Bowers, PE
President
Dava & Associates, Inc

The contract was reviewed and delivered, as signed by the Town, to the Consultant on _____

_____ 2010 by _____



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: January 5, 2011

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: Resolution 2011-821

Agenda Title (be exact):

Discussion, consideration, and possible approval of Resolution 2011-821, a Resolution of the Mayor and Common Council of the Camp Verde, Yavapai County, Arizona, setting meeting dates and times for Council, and all Commissions/Committees.

Purpose and Background Information:

Town Code, 4-2.A.3 stipulates that Council will establish by resolution, the meeting dates and times for Council and all Boards and Commissions in January of each year. This resolution meets the Town Code requirements and establishes the 2011 meeting dates and times for Council and all Commissions/Committees.

Recommendation (Suggested Motion):

Move to approve Resolution 2011-821 a Resolution of the Mayor and Council of the Town of Camp Verde, Yavapai County, Arizona, setting meeting dates and times for Council, and all Commissions/Committees for 2011.

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

RESOLUTION 2011-821

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
SETTING MEETING DATES AND TIMES FOR
COUNCIL AND ALL COMMISSIONS/COMMITTEES for 2011

WHEREAS, it is in the best interest of the Town to inform all citizens of the hours of operation of all public facilities; and

WHEREAS, it is in the best interest of the Town to inform citizens of all regular Council, Commission and Committee meetings, dates and times,

NOW THEREFORE, the Mayor and Common Council of the Town of Camp Verde do hereby resolve to establish the following meeting dates and times for the Mayor and Common Council, Town Commissions, and Committees as follows:

Mayor and Council, Board, and Commission Meeting Schedule

Note: Meetings are held in Council Chambers located at 473 S. Main Street, Ste. 106, Camp Verde, Arizona unless otherwise noted on the notice that is posted no later than 24 hours prior to each meeting. Special meetings or work sessions may be scheduled by consent of the Town Manager and will be posted no later than 24 hours prior to such meeting.

Mayor and Common Council of the Town of Camp Verde 2009 Meeting Schedule		
Regular Session	January 5, 2011	6:30 p.m.
Regular Session	January 19, 2011	6:30 p.m.
Council Hears P&Z Matters	January 26, 2011	6:30 p.m.
Regular Session	February 2, 2011	6:30 p.m.
Regular Session	February 16, 2011	6:30 p.m.
Council Hears P&Z Matters	February 23, 2011	6:30 p.m.
Regular Session	March 2, 2011	6:30 p.m.
Regular Session	March 16, 2011	6:30 p.m.
Council Hears P&Z Matters	March 23, 2011	6:30 p.m.
Regular Session	April 6, 2011	6:30 p.m.
Regular Session	April 20, 2011	6:30 p.m.
Council Hears P&Z Matters	April 27, 2011	6:30 p.m.
Regular Session	May 4, 2011	6:30 p.m.
Regular Session	May 18, 2011	6:30 p.m.
Council Hears P&Z Matters	May 25, 2011	6:30 p.m.
Regular Session	June 1, 2011	6:30 p.m.
Regular Session	June 15, 2011	6:30 p.m.
Council Hears P&Z Matters	June 22, 2011	6:30 p.m.
Regular Session	July 6, 2011	6:30 p.m.
Regular Session	July 20, 2011	6:30 p.m.
Council Hears P&Z Matters	July 27, 2011	6:30 p.m.
Regular Session	August 3, 2011	6:30 p.m.
Regular Session	August 17, 2011	6:30 p.m.
Council Hears P&Z Matters	August 24, 2011	6:30 p.m.
Regular Session	September 7, 2011	6:30 p.m.
Regular Session	September 21, 2011	6:30 p.m.
Council Hears P&Z Matters	September 28, 2011	6:30 p.m.
Regular Session	October 5, 2011	6:30 p.m.
Regular Session	October 19, 2011	6:30 p.m.
Council Hears P&Z Matters	October 26, 2011	6:30 p.m.
Regular Session	November 2, 2011	6:30 p.m.
Regular Session & PZ Matters Combined	November 16, 2011	6:30 p.m.
Council Hears P&Z Matters - CANCELLED	November 23, 2011	6:30 p.m.
Regular Session	December 7, 2011	6:30 p.m.
Regular Session P&Z Combined	December 21, 2011	6:30 p.m.
Council Hears P&Z Matters-Cancelled	December 28, 2011	6:30 p.m.

Regular Meetings of the Planning & Zoning Commission

Notice is hereby given to the members of the Planning & Zoning Commission and to the general public that the Planning & Zoning Commission of the Town of Camp Verde will hold **Regular Meetings on the first Thursday of every other month beginning in January 2011 unless there is a paid application, which in this case, the meeting will be held on the second Thursday of the month as a Special Session. Additionally, Special Session meetings may be held on the second Thursday of each month at 6:30 p.m. as needed.**

Planning & Zoning Commission of the Town of Camp Verde 2011 Meeting Schedule		
Regular Session	January 6, 2011	6:30 p.m.
Special Session (as needed)	January 13, 2011	6:30 p.m.
Special Session (as needed)	February 3, 2011	6:30 p.m.
Special Session (as needed)	February 10, 2011	6:30 p.m.
Regular Session	March 3, 2011	6:30 p.m.
Special Session (as needed)	March 10, 2011	6:30 p.m.
First Quarterly Report for Period January 2011 through March 2011 will be heard at the April 20, 2011 Council Meeting.		
Special Session (as needed)	April 7, 2011	6:30 p.m.
Special Session (as needed)	April 14, 2011	6:30 p.m.
Regular Session	May 5, 2011	6:30 p.m.
Special Session (as needed)	May 12, 2011	6:30 p.m.
Special Session (as needed)	June 2, 2011	6:30 p.m.
Special Session (as needed)	June 9, 2011	6:30 p.m.
Second Quarterly Report for Period April 2011 through June 2011 will be heard at the July 20, 2011 Council Meeting.		
Regular Session	July 7, 2011	6:30 p.m.
Special Session (as needed)	July 14, 2011	6:30 p.m.
Special Session (as needed)	August 4, 2011	6:30 p.m.
Special Session (as needed)	August 11, 2011	6:30 p.m.
Regular Session	September 1, 2011	6:30 p.m.
Special Session (as needed)	September 8, 2011	6:30 p.m.
Third Quarterly Report for Period July 2011 through September 2011 will be heard at the October 19, 2011 Council Meeting.		
Special Session (as needed)	October 6, 2011	6:30 p.m.
Special Session (as needed)	October 13, 2011	6:30 p.m.
Regular Session	November 3, 2011	6:30 p.m.
Special Session (as needed)	November 10, 2011	6:30 p.m.
Special Session (as needed)	December 1, 2011	6:30 p.m.
Special Session (as needed)	December 8, 2011	6:30 p.m.
Fourth Quarterly Report for Period October 2011 through December 2011 will be heard at the January 18, 2012 Council Meeting.		

Regular Meetings of the Board of Adjustments

Notice is hereby given to the members of the Board of Adjustments and to the general public that the Board of Adjustments of the Town of Camp Verde will hold **Regular Meetings on the second Tuesday of every month at 3:00 p.m. as needed.**

Board of Adjustments of the Town of Camp Verde 2011 Meeting Schedule		
1. Regular Session (as needed)	January 11, 2011	3:00 p.m.
2. Regular Session (as needed)	February 8, 2011	3:00 p.m.
3. Regular Session (as needed)	March 8, 2011	3:00 p.m.
First Quarterly Report for Period January 2011 through March 2011 will be heard at the April 20, 2011 Council Meeting.		
4. Regular Session (as needed)	April 12, 2011	3:00 p.m.
5. Regular Session (as needed)	May 10, 2011	3:00 p.m.
6. Regular Session (as needed)	June 14, 2011	3:00 p.m.
Second Quarterly Report for Period April 2011 through June 2011 will be heard at the July 20, 2011 Council Meeting.		
7. Regular Session (as needed)	July 12, 2011	3:00 p.m.
8. Regular Session (as needed)	August 9, 2011	3:00 p.m.
9. Regular Session (as needed)	September 13, 2011	3:00 p.m.
Third Quarterly Report for Period July 2011 through September 2011 will be heard at the October 19, 2011 Council Meeting.		
10. Regular Session (as needed)	October 11, 2011	3:00 p.m.
11. Regular Session (as needed)	November 8, 2011	3:00 p.m.
12. Regular Session (as needed)	December 13, 2011	3:00 p.m.
Fourth Quarterly Report for Period October 2011 through December 2011 will be heard at the January 18, 2012 Council Meeting.		

Camp Verde Chamber of Commerce 2011 Quarterly Report Schedule		
1. Regular Session	April 20, 2011	6:30 p.m.
2. Regular Session	July 20, 2011	6:30 p.m.
3. Regular Session	October 19, 2011	6:30 p.m.
4. Regular Session	January 18, 2012	6:30 p.m.

Passed and approved by a majority vote of the Common Council at the regular meeting of January 5, 2011.

Bob Burnside, Mayor

Attest:

Approved as to form:

Deborah Barber, Town Clerk

William Sims

4e



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: January 5, 2010

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: Resolution 2011-822

Agenda Title (be exact):

Possible approval of Resolution 2011-822 A Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, establishing hours of operation and setting the 2010 Holiday Schedule, superseding Resolution 2010-795.

Purpose and Background Information:

During the December 16, 2009 Council Meeting, Council voted unanimously to establish the hours of operation as follows: (1) For all offices other than the Library, our schedule of operations on days other than designated holidays, will be Monday through Thursday, 7:00 a.m. to 6:00 p.m.; in the case of the Library, the facility will be staffed and open for operation on Tuesday, Wednesday, Thursday between the hours of 8:00 a.m. and 7:00 p.m., and Saturday between the hours of 8:00 a.m. and 4:00 p.m.; (2) Direct the Town Manager to implement the four-day, ten-hour day work schedule on day one of the pay period which begins closest to January 1, 2010. The Resolution will formerly establish the hours of Operation and be posted on the Town Web Site.

The Holiday Schedule is the same as 2010 Holiday Schedule that was approved by Council by Resolution 2010-795. Council agreed in 2009 to delete the Columbus Holiday from the observed Holiday List in exchange for Christmas Eve Holiday.

Recommendation (Suggested Motion):

Move to approve Resolution 2010-795, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, establishing hours of operation and setting the 2010 Holiday Schedule, superseding Resolution 2010-795.

OR

Move to deny Resolution 2011-822, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, establishing hours of operation and setting the 2011 Holiday Schedule.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: N/A

Contact Person: Deborah Barber, Town Clerk

Action Report prepared by: V. Jones



RESOLUTION 2011-822

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ESTABLISHING HOURS OF OPERATIONS and SETTING THE 2011 HOLIDAY SCHEDULE, IN WHICH ADMINISTRATIVE OFFICES WILL BE CLOSED

WHEREAS, it is in the best interest of the Town to inform all citizens of the hours of operation of all public facilities;

NOW THEREFORE, the Mayor and Common Council of the Town of Camp Verde do hereby resolve to establish the following Hours of Operation and Holiday Schedule for all Town Offices and staff as follows:

Table with 3 columns: Office Name, Days of Operation, and Hours of Operation. Includes entries for Administration Offices, Municipal Court, Community Development, Parks & Recreation, Swimming Pool, Public Works, Animal Control, Marshal's Office, and Library.

Table with 2 columns: Date and Holiday Name. Lists holidays such as Civil Rights Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas.

Passed and approved by a majority vote of the Common Council at the regular meeting of January 5, 2011.

Bob Burnside, Mayor

Attest:

Approved as to form:

Deborah Barber, Town Clerk

William Sims

48.



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: January 5, 2011

Meeting Type: Regular Session

Consent Agenda Regular Business

Reference Document: Policy Statement

Agenda Title (be exact):

Discussion, consideration, and possible adoption of a Policy Statement that authorizes the Mayor, as the Town's Chief Elected Official, to support or oppose Bills that protect ground water, state shared revenues and land use authority that are introduced during legislative sessions when they adversely affect the Town's interest and need an immediate response.

Purpose and Background Information:

Section 2-2-4-F of the Town Code states that at the first meeting in January of each year, Council shall adopt a Policy Statement that authorizes the Mayor to support or oppose bills introduced during Legislative Sessions when they adversely affect the Town's interests and require an immediate response.

The following are examples of issues that the Town has included in the past: 1) supporting legislation that protects the Ground Water Aquifer Verde River Basin; 2) opposing legislation that compromises the integrity of the Ground Water Aquifer Verde River Basin; 3) supporting legislation that maintains the State Shared Revenues; 4) opposing legislation that erodes State shared Revenues; 5) supporting legislation that maintains land use authority for municipalities in Arizona; and/or 6) opposing legislation that erodes the land use authority for municipalities in Arizona.

Recommendation (Suggested Motion):

Move to authorize the Chief Elected Official, the Mayor, to: 1) supporting legislation that protects the Ground Water Aquifer Verde River Basin; 2) opposing legislation that compromises the integrity of the Ground Water Aquifer Verde River Basin; 3) supporting legislation that maintains the State Shared Revenues; 4) opposing legislation that erodes State shared Revenues; 5) supporting legislation that maintains land use authority for municipalities in Arizona; and/or 6) opposing legislation that erodes the land use authority for municipalities in Arizona. Council may bring back other issues of concern in the near future.

OR

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: N/A

Contact Person: Deborah Barber

Action Report prepared by: V. Jones

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**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: January 5, 2011

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: Resolution 2011-828, HOME/Housing Trust Fund Grant Draft Application

Agenda Title (be exact): Possible approval of Resolution 2011-828, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, authorizing the submission of an application for State Housing Funds (which may include federal funding through the HOME Investment Partnership Program or State Housing Funds), certifying that said application meets the community's housing and community development needs and the requirements of the State Housing Programs, and authorizing all actions necessary to implement and complete the activities outlined in said application.

Purpose and Background Information:

As per the Town Council's direction at their regular meeting held on December 15th, staff is preparing an application for federal and state funding to conduct Owner Occupied Home Rehabilitation. This resolution is required for grant funding eligibility. In addition to the resolution a copy of the draft application is attached for Council review and consideration. Approval of the resolution will authorize staff to prepare final application materials and submit to the Arizona Department of Housing (ADOH) for their review and consideration for possible grant funding.

This is a non-budgeted item. However, construction expenses would not occur until fiscal year 2011-12 and could therefore be included during the normal budget process this spring. Administrative expenses occurring prior to June 30th, to be reimbursed via the grant, may be reallocated in this year's fiscal budget so long as we do not exceed current appropriations. While the grant does not require the Town to provide matching funding, the Town has waived associated permit fees and used the Town Revolving Loan Fund (RLF) to aid in the ability to garner extra points in competitive grant applications in the past. The estimated total of permit/inspection fees is \$6k. Given the RLF is restricted to this type of activities; the impact to the Town's budget is minimal. In addition, the draft application also proposes using the Town owned home as additional outside resources as part of this grant project, which the current assessed valuation by Yavapai County is approximately \$83k.

The level of assistance needed will vary depending upon the condition of the homes of the applicants; however, we are proposing to conduct at a minimum four home rehabilitation projects using a combination of HOME grant funds and the Town RLF. To improve our application competitiveness, we have also identified two households at 50% of Area Median Income (AMI) or below, one household with a physically disable person, one household with a person 18 years of age or younger, and one household with a person 62 years of age or older to be served by the grant. In addition, we are including some limited rehab work for the Town owned home to provide a fifth home in this overall project. This home will, however, only be improved with Town RLF money so restrictions associated with the HOME program are not placed on this asset. Time for completion is estimated at approximately 18 months. Typically two years are given by ADOH to complete contract requirements.

Recommendation (Suggested Motion):

Option 1: Move to approve Resolution 2011-828 as presented.

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

Finance Director Comments/Fund: Primary project expenses may be included in 2011-12 fiscal year budget. Administrative expenses incurred in fiscal year 2010/11 will need to be re-appropriated from other line item, e.g. Town Revolving Loan Fund.

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

Attorney Comments: N/A
Submitting Department: Administration
Contact Person: Matt Morris
Action Report prepared by: Matt Morris



RESOLUTION 2011-828

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR
STATE HOUSING FUNDS (WHICH MAY INCLUDE FEDERAL FUNDING
THROUGH THE HOME INVESTMENT PARTNERSHIP PROGRAM
OR STATE HOUSING FUNDS), CERTIFYING THAT SAID
APPLICATION MEETS THE COMMUNITY'S HOUSING AND
COMMUNITY DEVELOPMENT NEEDS AND THE REQUIREMENTS
OF THE STATE HOUSING PROGRAMS, AND AUTHORIZING
ALL ACTIONS NECESSARY TO IMPLEMENT AND COMPLETE THE
ACTIVITIES OUTLINED IN SAID APPLICATION**

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

Whereas, the State of Arizona is administering the State Housing Fund Program; and

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

Whereas, the activity in the application addresses the community's low-income population housing needs; and

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

NOW THEREFORE, BE IT RESOLVED THAT THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE authorize application to be made to the State of Arizona for funding from the State Housing Fund, and authorize the Mayor to sign application and contract or grant documents for receipt and use of these funds, and authorize Matthew Morris, Special Projects Administrator, to take all actions necessary to implement and complete the activities submitted in said application; and

That the Mayor and Common Council of the Town of Camp Verde will comply with all State Housing Fund Program Guidelines, State and Federal Statutes and regulations applicable to the State Housing Fund Program (HOME program and/or State Housing Trust Fund) and the certifications contained in the application.

PASSED AND APPROVED by majority vote of the Mayor and Common Council at their Regular Session on January 5, 2011.

Bob Burnside, Mayor

Attest:

Deborah Barber, Town Clerk

Approved as to form:

Town Attorney



TOWN OF CAMP VERDE

◆ 473 S. Main Street ◆ Camp Verde, Arizona 86322 ◆ (928) 567-6631 FAX 567-9061
◆ Marshal 567-6621 ◆ Parks & Recreation 567-0535 ◆ Community Development 567-8513 ◆ www.campverde-az.gov

January 6, 2011

Kathy Blodgett
CD&R Administrator
Arizona Department of Housing
1110 West Washington Street, Suite 310
Phoenix, Arizona 95007

DRAFT

Re: Town of Camp Verde Application for Funding

Dear Ms. Kathy Blodgett,

The Town of Camp Verde (Town) is pleased to submit the enclosed application for your consideration. The primary goal of this Owner Occupied Home Rehabilitation program is to serve four (4) low income families who have no repayment capacity, or insufficient repayment capacity, due to their limited income. In addition, we plan to serve one (1), for a project total of five (5) homes, low income family with repayment ability by rehabbing a prior grant home recently acquired by the Town, estimated current value is \$83 thousand. We have four eligible families on a waiting list and have begun an advertising campaign to solicit additional families to apply. Financial assistance will be provided in the form of Conditional Deferred Payment Loans (CDPL) to families with no repayment ability. While low interest loans will be provided for those who demonstrate repayment ability as per the Town Owner Occupied Home Rehabilitation Guidelines. In some instances, a combination of deferred and low interest loans may be used for families with limited repayment ability.

The Town is proposing this project due to the limited funds in the Town Revolving Loan Fund, as this will enable us to do more than one project. Due to the high expenses associated with replacement housing, the Town has committed to contributing \$70 thousand from this fund when projects exceed the State Housing Funds individual home limits. In addition, the Town has committed to waiving the associated Town permit and inspection fees, approximately \$1,500 in total for five full rehab/replacement homes.

Rest assured that the Town has the staff capacity, experience, and financial commitment to complete this project within your guidelines and parameters with the result of safe and decent housing for the neediest of our citizens.

Please contact me if I can be of further service and we look forward to working with you again.

Thank you for your consideration.

Sincerely,

Mayor Bob Burnside



DRAFT

The State Housing Fund

Application for Owner-Occupied Housing Rehabilitation Programs

State of Arizona



1110 West Washington Street, Suite 310, Phoenix, Arizona 85007

Telephone (602) 771-1000 Facsimile (602) 771-1002 TTY (602) 771-1001

www.azhousing.gov

The State Housing Fund (Home and Housing Trust Fund) is a program of the Arizona Department of Housing (the "Department"). For more information contact (602) 771-1000.

Title II of the Americans with Disabilities Act prohibits discrimination on the basis of disability in the programs of a public agency. Individuals with disabilities who need the information contained in this publication in an alternate format may contact the Department at (602) 771-1000 or our TTY number, (602) 771-1001 to make their needs known. Requests should be made as soon as possible to allow sufficient time to arrange for the accommodation.

APPLICATION INSTRUCTIONS

The State Housing Program Summary and Application Guide

Because understanding the State's Housing Program policies is key to completing a successful application, applicants must read the *SHF Program Summary and Application Guide*. The Summary and Application Guide is intended to serve as a tool for applicants applying for funding and contains the information necessary to evaluate whether a proposed project can meet all aspects of the State Housing Fund programs.

Submission Deadlines

Submission deadlines will be provided in the Notice of Funding Availability (NOFA).

Applications are due (must be in the possession of the Department) no later than 4:00 p.m. on the deadline dates noted in the NOFA. Applications must be mailed or hand delivered to:

Attn: State Housing Fund
Arizona Department of Housing
1110 West Washington Street, Suite 310
Phoenix, Arizona 85007

Funding Decisions

The Department will make every effort to make its funding decisions within 60 days, depending on the number and complexity of the applications received.

Two (2) copies of the completed application: original & 1 copy

Applicants must complete their application packages as described under Application Format, completing all required sections and required supporting documentation, submitting one original and one copy. Incomplete applications, application packages missing documentation or application packages not filed in the quantity indicated will not be accepted for review. This application package and any subsequent revisions or clarifications, if approved for funding, will become part of the agreement with the Department.

Application Format

Applications *must be typewritten or computer generated*. Applicants are not to revise the formatting of these forms in any way. A copy of this application is available by US Mail, on diskette, by e-mail, or at the Department's website: www.azhousing.gov.

Application material must be:

- 8 ½ x 11 format
- single-sided
- inserted in a 3 ring binder
- indexed and tabbed to correspond with the application checklist

In instances where the tab documentation is not applicable to a project, the tab must still be included and a single sheet indicating "N/A" should be included in the designated space with an explanation of why the information is not applicable. The tabulation format should not be altered in any way.

1 APPLICATION CHECKLIST AND INDEX - OWNER-OCCUPIED HOUSING REHABILITATION

TAB	Attachment	✓	DESCRIPTION
			Cover Letter
			Checklist/Index (Table of Contents)
			Application Forms
A	✓		Applicant Eligibility.
B			Project Description
C			Organizational Capacity
D			Commitments for Financing
E			<ul style="list-style-type: none"> • Owner-occupied Housing Rehabilitation Program Policies • Copy of the Governing Body Resolution or Motion to adopt the Program Policies.
F			Loan Instruments
G			Market Demand
H			Community Revitalization
I	✓		Environmental Review
J	✓		State Housing Fund Self Score Sheet

Instructions for completion of Application Tabs can be found at section 5 of this Application form.

DRAFT

Applicant: Town of Camp Verde, a Municipal Corporation

Contact Name: Matt Morris, AICP

Contact Title: Special Projects Administrator

Mailing Address: 473 South Main Street

Street Address (same)
(if different from mailing)

City/State/Zip Camp Verde, Arizona 86322

Telephone (928) 567-6631 Facsimile (928) 567-9061

E-mail Address matthew.morris@cvaz.org

Legal Status of Applicant:

- State-Certified CHDO
- *Non-Profit (*non-CHDO*)
- Local Government
- Tribal government
- Council of Government
- Public Housing Authority
- State Agency

*Private development agencies

- General Partnership
- Limited Partnership
- Limited Liability Company
- Corporation
- Individual

Federal Tax ID # 86-0573698

DUNS # _____

Central Contractor Registry # _____

*Required materials: Attach articles of incorporation, by-laws, partnership agreement or other relevant entity organizational information, determination letter and Certification of Good Standing from the Arizona Corporation Commission. Non-profits must also submit a copy of a recent IRS nonprofit designation letter in Tab A.

An Applicant must be an existing legal entity authorized to conduct business in Arizona. Prior to making application, both governmental, and non-profit applicants must adopt a resolution of their governing board authorizing the submission of an application and acceptance of the entity's Owner Occupied Housing Rehabilitation or Emergency Repair Program Guidelines.

2.2. Location of Project

State and Federal Legislative Congressional Districts: Complete district number and name of Representative

Federal	Congressional Rep: Ann Kirkpatrick	District #: 1
State:	Senator:	District #: 1
	Representative: Steve Pierce	

Project Name: Owner-Occupied Housing Rehab Program

Address: eligible properties within the Town limits of the Town of Camp Verde

City/Town: Camp Verde **County:** Yavapai **Zip:** 86322

Project Description: Describe the project in detail using Attachment B at Tab B.

2.3. Amount of State Housing Funds Requested

Use of Funds	Grant/Loan
Owner-occupied Housing Rehabilitation (project specific funding)	\$ 300,000.00
General Administrative Funds (up to an additional 10% of line 1 above)	\$ 30,000.00

2.4. Type of funding applicant is willing to accept (check all that apply).

Check all types of funding you are willing to accept, if funded.

Federal Funds



State Funds



2.5. Type(s) of Property

Check all that apply:



Single-family detached



Condominium Units



Single-family attached, incl. Townhouses



Manufactured Housing

2.6. Relocation Information:

Yes



No



Maybe



Will this Program involve temporary relocation of homeowners?

If yes or maybe, costs must be reflected in the Program Budget at 3.1.2.

2.7. Proposed Beneficiaries

↪ Competitive Scoring: Very-low income targeting.

Targeted Populations by Income Level	Total Number of Units in Program	% of Units in Program	Number of State Units in the	% of State-assisted
Households at or below 50% of AMI	2	40%	2	50%
Households at or below 60% of AMI	0	0%	0	0%
Households at or below 80% of AMI	3	60%	2	50%
Other: Hshlds at or below ___% of AMI	0	0%	0	0%
Total Number of Units in Program:	5	100%	4	100%

2.8. Priority Population Set-Asides

Complete only if the Program will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions. For a definition of qualifying populations, see description of priority populations under *Definitions*, in the *Program Summary and Application Guide*.

↪ Competitive Scoring: Special Needs Populations targeting.

Priority Population	No. of Units	% of Units
Physically disabled persons (<i>design elements must be accommodating</i>)	1	0%
Families with children under 18 years of age	1	0%
Elderly (62 years of age and older)	1	0%
Special needs populations identified in <i>Definitions in Program Summary and Application Guide</i>	0	0%
Other special needs groups (<i>must be pre-approved by the State</i>)	0	0%
UNITS NOT SET-ASIDE FOR PRIORITY POPULATIONS	1	0%
Total Number of SHF Assisted Units in Program:	4	100%

2.9 Type of Assistance to Households:

Program design includes (check all that apply. This should be reflected in your Program Policy):

- Deferred, forgivable loans
- Repayable loans

2.10 Amount of Funds Invested Per Unit

Maximum amount of total subsidy funding (State funds and any other public funding available. See Appendix E of the Program Summary and Application Guide; you can go lower but NOT higher) to be invested in any one unit: \$ 100,000

Maximum amount of State Housing Funds to be invested in any one unit: \$ 75,000

2.11 Method to Determine "After Rehab Value"

Describe how the after rehabilitation value of assisted units will be determined and documented to ensure that units do not exceed maximum property values (95% of the FHA 203(b) insuring limits)

The total amount of program dollars spent on rehabilitation of the home will be added to value of the land.

The value of the land will be based on the Yavapai County Assessor's market value estimate of the property in its 'before rehab' condition.

2.12 Recapture Period

If the program will include recapture provisions, please indicate required terms, including recapture period (i.e, repayable if property sold within 5 years of investment, etc.)

The recapture period is 15 years. Repayment of the entire amount is required in the event that the home ceases to be owned and/or occupied by the assisted family.

2.13 Form of Ownership to be Assisted

(i.e. fee simple, 99 year leasehold, 50 year leasehold for tribal land) Fee simple title to the subject property, or a 99-year leasehold on the property. Must be owner occupied.

2.14 Property Standards

- Properties will meet the state's rehabilitation standards and all applicable local codes, ordinances, and zoning ordinances at the time of project completion.
- Properties will meet the state rehabilitation standards and, in the absence of a local code for new construction or rehabilitation, properties will meet the following (check choice below):
 - Uniform Building Code (ICBO)
 - National Building Code (BOCA)
 - Standard Building Code (SBCCI)
 - the Council of American Building Officials (CABO) one or two family code;
 - the Minimum Property Standards (MPS) in 24 CFR 200.925 or 200.926.

2.15. Wait List

Applicant currently: Maintains a wait list of *income qualified eligible households* **
 Number of households on wait list X5 Average length of wait for assistance (months) 24
 Date waiting list commenced: April 2004

***Provide a spreadsheet of income qualified households who have applied to receive assistance and the household demographics including but not limited to household size, race, ethnicity, income, % AMI, etc. with the Market Demand analysis at TAB F of this application.*

Does not maintain a waiting list

2.16. Basis of Loan

Describe the basis for the loan terms proposed.
 Conditional Deferred Payable Loans & Low-Interest Repayable Loans - CDPL option will be used for those with no repayment ability (15 year affordability period). Repayable loans, low interest, per Town guidelines.

2.17. Program Team

Complete for each project or program team member. Identify the name of the responsible party and the experience that they have in this role. Team members identified after the application are subject to review.

Function	Responsible Party	Experience
Project Manager	Matthew Morris, AICP	Project Manager for HOME Grant 2007/08
Program Coordinator	Matthew Morris, AICP	See previous note.
Rehabilitation Specialist	Robert Foreman	Rehab Specialist for HOME Grant 2007/08
Loan Servicing Specialist	Matthew Morris, AICP	See previous note.
Fiscal Manager	Matthew Morris, AICP	See previous note.
Consultants	N/A	
Function	Responsible Party	Experience
Other:	General Contractor	Services to be procured for rehab/const. services.
Other:	N/A	N/A

2.18.

Program Timeline:

5-1-11

11-30-12

Projected start date _____

Projected completion date _____

(Approximately 120 days after the date the of the application deadline)

Applicants must provide a schedule for the Program that lists major program activities and indicates when they will be executed. Additional information such as contractor selection, final inspection, loan closing, etc. should be included when known.

Program Schedule												
Major Program activities:	1 st quarter			2 nd quarter			3 rd quarter			4 th quarter		
	<i>(each box represents one month)</i>											
Execute Contract	X											
Identification of Units	X											
ERR	X	X										
Initiate Project Set-Ups			X									
Rehabilitation				X	X	X	X	X	X	X	X	X
Quarterly Program Progress reporting.			X			X			X			X
Quarterly Performance Measurement Outcomes reporting			X			X			X			X
Individual Project Close out						X			X			X
Contract Close out												

Program Schedule												
Major Program activities:	5 th quarter			6 th quarter			7 th quarter			8 th quarter		
	<i>(each box represents one month)</i>											
Rehabilitation	X	X	X	X	X	X						
Quarterly Program Progress Reporting			X			X						
Quarterly Performance Measurement Rep.			X			X						
Individual Project Close out			X			X						
Contract Close out								X				

3. BUDGET STATEMENTS

3.1.1. Program Budget Sources

Full disclosure of all financing sources available is required. *Letters of Commitment must be attached at Tab C.* If after submittal of the application, *additional* financing sources are obtained, these sources must be immediately reported to Housing. Additionally, Housing may require a final uses and sources review if all sources are not firm at the time of application.

- Column A** Identify all sources of program financing.
- Column B** Include here only funding sources that are **firmly committed** at the time of application submittal.
- Column C** Include here only funding sources that are **tentative (including funding requested in this application)** that is tentative at the time of application submittal.
- Column D** Indicate whether this commitment is a *grant* or a *loan* that must be repaid. All commitment letters included at *Tab C* should clearly state the *terms of repayment* of any loans.
- Column E** Include date(s) other tentative funding sources were applied for.
- Column F** Include the date(s) of expected award notification for other tentative funding sources.

Program Funding					
A	B	C	D	E	F
Source	Funds Committed	Tentative	Loan or grant	Date applied	Date of notification
State Housing Funds (Do NOT include general administrative funding).		\$ 300,000.00			
1. Town of Camp Verde	\$ 454,500.00 159,000.00			1/6/11	
2. SHF Admin		30,000.00		1/14/11	
3.					
4.					
Total Amount of funding (total of columns B and C)		\$ 454,500.00 489,000.00			

3-1-2 Program Budget Uses

- Column A.** If a specific use of funds is not listed, indicate the type of use in "Other" box.
- Column B.** Indicate the amount of State Housing Funds being requested for this specific use.
- Column C.** Indicate amount financed by all other funding sources.
- Column D.** Indicate the total amount of columns B and C for the specified use.
- Column E.** Spell out the source(s) name for sources indicated in column C (e.g., bank loan, CDBG)

A	B	C	D	E
Activity	State Housing Funds	Other Sources	Total All Sources	Source(s)
Site Improvements and Demolition				
On-site	6,000.00	0.00	6,000.00	State Housing Funds
Landscaping	0.00	0.00	0.00	N/A
Demolition	20,000.00	0.00	20,000.00	State Housing Funds
Rehabilitation Costs				
Direct Construction	246,700.00	70,000.00	316,700.00	State Housing Funds/TOCV
Lead Paint Inspection/Clearance	2,600.00	0.00	2,600.00	State Housing Funds
Permits/Fees	0.00	4,500.00 ^{\$6,000}	4,500.00 ^{\$6,000}	Town of Camp Verde
Other	0.00	83,000.00	0.00	N/A
Professional Fees				
Arch. Design/Supervision	0.00	0.00	0.00	N/A
Environmental Review (if linked to a unit)	500.00	0.00	500.00	State Housing Funds
Legal Fees	0.00	0.00	0.00	N/A
Loan Financing Fees				
Title & Recording	5,000.00	0.00	5,000.00	State Housing Funds
Credit Reports	200.00	0.00	200.00	State Housing Funds
Miscellaneous S&B Costs				
	0.00	0.00	0.00	N/A
	0.00	0.00	0.00	N/A
Temporary Relocation				
Rent or Lodging	6,000.00	0.00	6,000.00	State Housing Funds
Meals & Misc.	6,000.00	0.00	6,000.00	State Housing Funds
Project Specific Administration				
Rehabilitation Specialist	4,500.00	0.00	4,500.00	State Housing Funds
Travel	500.00	0.00	500.00	State Housing Funds
Other:	2,000.00	0.00	2,000.00	State Housing Funds
Subtotal Program Project Costs	300,000.00	154,500.00	371,500.00	
General Admin from 2.3.	30,000.00	0.00	30,000.00	State Housing Funds
Totals	\$ 330,000.00	\$ 154,500.00	\$ 484,500.00	

\$159,000.00 \$489,000.00

The undersigned Applicant hereby applies to the Arizona Department of Housing, its successors and assigns (the "Department"), for a commitment of State Housing Funds. The undersigned is responsible for ensuring that the program will assist only qualified low income housing as described in the application, and will satisfy all applicable State and Federal requirements in the rehabilitation or construction to receive a commitment of State Housing Funds. The Applicant represents and certifies that the application has not requested more State Housing Funds than is necessary to provide the assistance described in this application. In planning this project or program, the Applicant certifies that it has provided for and will continue to encourage the participation of citizens, particularly persons of low income who are residents of areas in which the State Housing Funds are proposed to be used.

The Applicant understands that the Department will determine the eligibility of the project or program based, at least in part, on the information in and submitted with the application by the Applicant and the readiness of the program to proceed, as presented in the application. The Applicant is responsible for the accuracy of all information submitted. Misrepresentations, mistakes or omissions may be the basis for the cancellation of an award.

The Applicant understands and agrees that should the Department commit more funds than the State of Arizona is entitled to award in any given fiscal year (whether State or Federal), and funding is not available as awarded, the Department shall be held harmless by the Applicant, the Applicant's investors and anyone else relying upon the commitment.

The Applicant acknowledges and agrees that it will at all times cooperate with regard to request(s) for submittal of additional requests for information from the Department as necessary.

The Applicant acknowledges and agrees to fully comply and cooperate with all monitoring activity of the Department after the date of commitment. The Applicant will give the State, the U.S. Department of Housing and Urban Development, and any State authorized representative access to and the right to examine all records, books, papers, or documents related to the application and any resulting funding awards.

By executing this authorization and release, the Applicant does hereby authorize the Arizona Department of Housing, its successors and assigns, to obtain and furnish and release, to all proper institutions and/or agencies, full and complete records, reports and/or information pertaining to the Applicant and its application under the State Housing Fund program.

The Applicant agrees in compliance with State and Federal laws regarding conflict of interest. No elected or appointed officer or employee of the Applicant may seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position. No officer or employee may use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a direct or indirect financial interest, or any other person. No officer or employee may participate as an agent of Applicant in the negotiation or execution of any contract between Applicant and any private business in which he or she has a direct or indirect financial interest. No officer or employee of Applicant may suppress any report or other document because it might tend to affect unfavorably his/her financial interests.

The Applicant agrees that the Arizona Department of Housing, its successors and assigns, its agents, employees, attorneys, contractors and representatives will at all times be indemnified and held harmless against all losses, costs, damages, expenses and liabilities of whatsoever nature or kind (including, but not confined to, attorneys' fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments, and any loss from such judgments or assessments) directly or indirectly resulting from, arising out of, or related to acceptance, consideration and approval or disapproval of the Applicant's application for funding.

The Applicant hereby represents and certifies under penalty of A.R.S. 13-2311 and 39-161 that the information set forth herein, and all material submitted by the Applicant to the Department, are to the best of the Applicant's knowledge, true and complete and accurately describe the proposed project. The undersigned is duly authorized to execute this instrument on behalf of the Applicant and possesses the legal authority to apply for an allocation of State Housing Funds and to execute the proposed program.

Further, the Applicant represents that its governing body has duly adopted or passed an official act of resolution, motion or similar action authorizing the filing of the application, including all understandings and assurances required, and directing and authorizing the applicant's chief executive officer and/or other designated official representative to act in connection with the application and to provide such additional information as may be required.

The Applicant understands that all representations made herein, and all documentation submitted, is subject to verification by the Department, and that any misrepresentations or inaccuracies, whether intentional or not, may subject the project to a loss of competitive scoring points or to disqualification. For the purposes of verification, the Applicant and Developer hereby authorize the Department to request information on entities and individuals closely related to this transaction from any lender, investor, or other institution or entity named in this application. Such information includes but is not limited to audits, financial statements, credit history, copies of income tax returns, and other information deemed necessary by the Department.

The Applicant has caused this document to be duly executed in its name as of this _____ day of _____, 20_____.

Applicant Name: _____

By: _____

(Signed by the same person who signed the Resolution)



5. ATTACHMENTS- INSTRUCTIONS

Required attachments as specified in the Application Checklist and the Application Forms must be included and appropriately tabbed. Following are detailed instructions for attachments that are not self-explanatory or otherwise included in the application packet.

Attachment	DESCRIPTION and INSTRUCTIONS
<p align="center">A</p>	<p>Applicant Eligibility</p> <ul style="list-style-type: none"> • An Applicant must be an existing legal entity authorized to conduct business in Arizona. Only an authorized representative may sign any documentation that requires the signature of the Applicant. The Department will reject forms signed in the name of an entity that does not legally exist or by a representative without authority. • For Non-Profit or governmental applicants – Provide a Resolution to Apply for Funding. See the sample Attachment A included at page 13 of this application form. • Attach articles of incorporation, by-laws, partnership agreement or other relevant entity organizational information, determination letter and Certification of Good Standing from the Arizona Corporation Commission. If a non-profit attach a copy of the IRS nonprofit designation letter. Provide evidence of a 501(c)(3) or (4) status in the form of an Internal Revenue Service Proof of Nonprofit Status. Attach a copy of the IRS nonprofit designation letter. Provide evidence of a 501(c)(3) or (4) status in the form of an Internal Revenue Service
<p align="center">B</p>	<p>Project Description</p> <p>Provide descriptive information about the project including the number of units, the expected condition of the homes, specific geographic targeting, steps required to implement the project successfully and the expected timeline to complete the project. (The applicant's ability to fully describe the project is a key indicator of the applicant's understanding of what is required to complete the project successfully.)</p>
<p align="center">C</p>	<p>Organizational Capacity</p> <p>Provide documented evidence of Applicant and/or Program Team experience with one or more of the following:</p> <ul style="list-style-type: none"> • Written agreements with applicant outlining the responsibilities between parties. • Resumes. • 3rd party letters of recommendation. • Documentation of successful projects.
<p align="center">D</p>	<p>Commitments for Financing</p> <ul style="list-style-type: none"> • Applicants with firm commitments for financing must include commitment letter(s) from the source of financing. Commitment letters must be on the letterhead of the organization providing the commitment. The letterhead must include the mailing address and phone number of the organization. The letter must include the name of the contact person, contact person phone number, eligible uses of committed funds, terms and conditions of the commitment, including but not limited to repayment provisions, loan period, interest rate, and loan-to-value and debt coverage ratios, expiration date of the commitment, if any, signature and typed title and name of authorized official. • If requesting State Housing Funds for projects with no other financing sources, include a copy of at least two denial letters from the other financing sources.

E	<p>Owner-occupied Housing Rehabilitation Program Policies</p> <ul style="list-style-type: none"> • Include Program Policies, as described in Section 5.13 of the SHF Program Summary and Application Guide, for Owner Occupied Housing Rehabilitation. • Include copy of Governing Body Resolution or Motion to adopt Program Policies.
F	<p>Loan Instruments</p> <p>Provide a copy of the Construction Contract, Deed of Trust and Promissory Notes that will be used to secure the rehabilitation loans.</p>
G	<p>Market Demand</p> <p>1. Describe the market demand based on a demographic analysis of the target area, the target population and information on the condition of the housing stock and rehabilitation needs. Describe the degree to which comparable programs and services are available to the proposed service area.</p> <p>2. Provide a spreadsheet of income qualified households who have applied to receive assistance and the household demographics including but not limited to household size, race, ethnicity, income, % AMI, etc.</p>
H	<p>Community Revitalization</p> <p>Provide evidence proposed project addresses an identified planning need or objective of the local government with one or more of the following:</p> <ul style="list-style-type: none"> • correspondence between project principals and local government originating at least 6 months prior to application deadline; • a local governing body resolution or ordinance dated at least 6 months prior to application; • a planning document approved by the local governing body at least 9 months prior to application. • Program is located in a Federal Empowerment Zones or Federal Enterprise Community • Program is located in Established HUD Neighborhood Revitalization Strategy Area. • Program is located in Established Colonias as designated by the United States Department of Agriculture or HUD • Program is located in geographic areas or parcels of property that are established by the local government as part of a comprehensive affordable housing plan. • Program is located in a Revitalization area designated by the local government
I	<p>Environmental Review</p> <ul style="list-style-type: none"> • Projects must complete Attachment G "<u>Environmental Review Determination Form</u>". • Provide Flood Plain Map where project is located detailing the flood zone. • Provide completed Environmental Review requirements pursuant to 24 CFR Part 58, up to Part III HUD Appendix A 2004
J	<p>Complete the State Housing Fund Self Score Sheet</p>

ATTACHMENT A- SAMPLE APPLICANT RESOLUTION

Authorization to Submit Application(s) and Enter into an Agreement for State Housing Funds

Resolution No. _____

A resolution of the [AUTHORIZING BOARD OR GOVERNING BODY] of [NAME OF APPLICANT] authorizing the submission of an application(s) for State Housing Funds (which may include federal funding through the HOME Investment Partnership Program or State Housing Funds), certifying that said application(s) meets the community's housing and community development needs and the requirements of the State Housing Programs, and authorizing all actions necessary to implement and complete the activities outlined in said application.

WHEREAS, the [AUTHORIZING BOARD OR GOVERNING BODY] of [NAME OF APPLICANT] is desirous of undertaking affordable housing development activities; and

WHEREAS, the State of Arizona is administering the State Housing Fund Program; and

WHEREAS, the State Housing Fund requires that State Housing Funds benefit low income households; and

WHEREAS, the activity in the application addresses the community's low-income population housing needs;

and

WHEREAS, a recipient of State Housing Funds is required to comply with the program guidelines, State and Federal Statutes and regulations.

NOW, THEREFORE, BE IT RESOLVED THAT the [AUTHORIZING BOARD OR GOVERNING BODY] of [NAME OF APPLICANT] authorize application to be made to the State of Arizona for funding from the State Housing Fund, and authorize [NAME and JOB POSITION OF INDIVIDUAL] to sign application and contract or grant documents for receipt and use of these funds, and authorize [NAME AND JOB POSITION OF INDIVIDUAL] to take all actions necessary to implement and complete the activities submitted in said application(s); and

THAT, the [AUTHORIZING BOARD OR GOVERNING BODY] of [NAME OF APPLICANT] will comply with all State Housing Fund Program Guidelines, State and Federal Statutes and regulations applicable to the State Housing Fund Program (HOME program and/or State Housing Trust Fund) and the certifications contained in the (these) application(s).

Passed and adopted by the [AUTHORIZING BOARD OR GOVERNING BODY] of [NAME OF APPLICANT] this _____ day of _____, _____.

By: _____
Title of person signing

ATTEST:

APPROVED AS TO FORM:

By: _____
Title of person attesting

By: _____
(Applicant Attorney)

**ENVIRONMENTAL REVIEW RECORD
DETERMINATION FORM**

Applicant: Town of Camp Verde

DRAFT

Project Name: Owner-Occupied Housing Rehab Program

Activity: Owner-Occupied Housing Rehab

Date: 12-29-10

Determine the type of environmental review necessary by checking the box that best describes the activity. Refer to 24 CFR Part 58.

A. EXEMPT ACTIVITIES

1. The following are EXEMPT activities or components of an activity (§58.34). Check the appropriate box and complete the required documentation for Exempt activities.

- Environmental or other studies, resource identification, development of plans and strategies
- Information or financial services
- Administration
- Public services that will not have a physical impact or result in any physical changes.
- Inspections and testing of properties for hazards or defects
- Purchase of insurance
- Purchase of tools
- Professional services such as engineering, design, architectural, planning, appraisal, rehab services, etc.
- Technical assistance and training
- Interim assistance

2. The following activities are Categorically Excluded (not subject to §58.5) and therefore considered EXEMPT. Check the appropriate box and complete the required documentation for Exempt activities. **NOTE: If the activity is listed below but is located in or will impact on a floodplain or airport clear zone, it is considered Categorically Excluded as in Section B.**

- Supportive services such as housing services, permanent housing placement, nutritional services, short-term payments for rent/mortgage/utility costs, and assistance in gaining access to government benefits and services.
- Operating costs including maintenance, security, operation, utilities, furnishings, equipment, supplies, staff training and recruitment and other incidental costs.
- Equipment necessary to the operation of a service such as a fire truck, ambulance, transportation service vehicles, etc.

- Economic development activities such as equipment purchase, operating expenses and similar costs not associated with construction or expansion of existing operations.
- Activities to assist homeownership of existing or new dwelling units not assisted with federal funds including closing costs and down payment assistance, interest buydowns and similar activities that result in the transfer of title to a property.

B. CATEGORICALLY EXCLUDED activities. Check the appropriate box and complete the required documentation for CE activities.

- An activity from Section A.2 that is in or will impact on a floodplain or airport clear zone.
- Acquisition, repair, improvement, reconstruction or rehabilitation of public facilities and improvements (*does not include buildings*) when the facilities/improvements are in place and will be retained in the same use *without change in size or capacity of more than 20%*.
- Architectural barrier removal
- New construction, acquisition and rehabilitation of single family up to 4 units.
- New construction or rehabilitation of scattered site single family of 5 or more units as long as not more than 4 units per site and sites 2000 feet apart.
- Acquisition/rehabilitation of multi-family if no change in land use, the density is not increased beyond 20% and the estimated cost of rehab does not exceed 75% replacement value.
- Non residential rehabilitation (commercial, industrial, public buildings) only IF:
No change in land use (from commercial to industrial, etc.); and
Facility/improvement in place and change in size or capacity will not exceed 20%.
- Acquisition, leasing, equity loan or disposition of an existing structure or vacant land provided that the structure or land acquired or disposed of will be retained for the same use.

C. Those activities not described in Sections A or B require an ENVIRONMENTAL ASSESSMENT. Check the box below and complete the required documentation for Environmental Assessment activities.

- This project is Exempt.
- This project is Categorically Excluded.
- This project requires an Environmental Assessment.

Certifying Officer:

Bob Burnside

Name

Mayor of Camp Verde

Title

Signature

Date

Download the State Housing Fund Self Score Sheet from the Department website at [State Housing Fund Forms](#).

If you do not have access to the internet please contact:

Kathy Blodgett
Community Development and Revitalization Administrator
Phone: (602) 771-1021
Fax: (602) 771-1029
Email: kathy.blodgett@azhousing.gov



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: January 5, 2011

Meeting Type: Regular Session

Consent Agenda Regular Business

Reference Document: Letter of Interest Forms

Agenda Title (be exact):

Discussion, consideration and possible appointment to the following Commissions: Board of Adjustments – 2 members for 3-year terms
And Planning & Zoning Commission – 2 members for 3-year terms

Purpose and Background Information:

The Camp Verde Town Code, Chapter 4 Section B. Selection of New Members states, "Prior to the expiration of terms for board and commission members, the Council shall call for letters of interest from the general public." On December 6, staff placed ads on the website, the Post Office, Bashes, Town Hall, and the Camp Verde Community Library. In years past, the Town spent a great deal of money in advertising in both local newspapers; however, they were never productive. With the current budget constraints, the Town did not advertise in the local newspapers. The Town received two letters of interest for the Planning and Zoning Commission from Michael Hough and Howard Parrish, and two Letters of Interest for Board of Adjustments from James Binick and Murray J. Lichty.

In 2008, section 4-1-C of the Town Code was changed to direct certain actions by the Commissions to occur in January of each year. Further, in Resolution 2009-766, Council Policies and Procedures, adopted a policy that was in line with Ordinance 2008-A360, setting the appointment dates for the commissions in January of each year. To accommodate this change, the commission members whose terms were expiring in September were contacted and asked if they would be willing to serve until December. As we discovered soon after, there was another section in the Town Code (4-1-C) that also set the appointment time as October 1. This section conflicted with Council's recently adopted policies. As such, this section of the Code has been scheduled for revision to bring it in line with Council policy. You will be reviewing the proposed revisions on the 7th.

As you know, a resolution cannot supersede the Town Code. Staff believes this to be a clerical error that will be corrected shortly with the revisions of the Town Code. If Council elects to go with the Town Code as it stands right now, section 4-2-A.3 requires that these terms end in September 2013. If Council elects to determine that this is a clerical error, the terms will expire in December 2013.

Recommendation (Suggested Motion):

Move to appoint Michael Hough and Howard Parrish to the Planning & Zoning Commission and set the expiration date based on Council's desire.

Move to appoint James Binick and Murray J. Lichty to the Board of Adjustments and set the expiration date based on Council's desire.

OR

Direct staff to readvertise the open positions.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

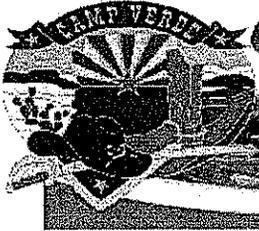
Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Clerk's Office

Contact Person: Deborah Barber

Action Report prepared by: D. Barber



Camp Verde, Arizona

BOA

LETTER OF INTEREST

Name: <u>JAMES BINICK</u>		Date: <u>12-29-10</u>	
Home Address: <u>1150 S. RIO VERDE LANE</u>			
Mailing Address, if different:			
Email Address: <u>jbinick@swiaz.com</u>			
Home Telephone: <u>567-1434</u>		Work Telephone: <u>639-2712</u>	
Are you a resident of the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Do you own commercial property in the Town of Camp Verde? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Length of residency in the Town of Camp Verde: <u>13+ YEARS</u>		Do you operate a business in Camp Verde? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Name and address of business (if applicable):			
If you are not in business in The Town of Camp Verde, please list your occupation; or if retired, please indicate your former occupation or profession: <u>ENGINEER</u>			
Are you now serving, or have you ever served, on a Town of Camp Verde board or commission? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list names of board/commission and dates served: <u>DESIGN REVIEW BOARD 2007-2010</u>			
Board & Commission preference (s): Refer to the last page for a list of Boards & Commissions. List your choices in order of preference:			
1. <u>BOARD OF ADJUSTMENTS</u>		3.	
2.		4.	
Education and Community Service			
Schools Attended:		Degree:	Year:
<u>RICE UNIVERSITY</u>		<u>BSC E</u>	<u>1976</u>
<u>BAYLOR UNIVERSITY</u>		<u>GRAD STUDIES</u>	<u>1977</u>
Civic Activities-Service Organizations		Office Held:	Year Begun:
<u>RIO VERDE RANCHES HOA</u>		<u>BOARD MEMBER</u>	<u>1998</u>
<u>ZOFC (CAMP VERDE)</u>		<u>MEMBER</u>	<u>2009</u>
			Year Ended:
			<u>PRESENT</u>
			<u>PRESENT</u>
Please state why you would like to be appointed to a Town Board, Commission, or Committee: <u>CONTINUE TO VOLUNTEER MY SERVICES WHERE NEEDED</u>			
Have you ever been charged and convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
If yes please explain.			
What do you believe is the key responsibility of Board, Commission or Committee member to: (a) The Town Council, (b) The citizens of Camp Verde (c) other Board, Commission or Committee members?			
(a) <u>PROVIDE PROFESSIONAL QUALITY SERVICE AND REPRESENTATION FOR THE TOWN</u>			
(b) <u>PROVIDE ACCURATE, PROMPT AND FAIR DECISION/DIRECTION TO THE COMMUNITY</u>			
(c) <u>PROVIDE A GOOD FORUM FOR INTERACTION AND RESPECT FOR OTHERS OPINIONS.</u>			

Please state the reasons why you feel you are qualified to serve on a Board, Commission or Committee: I HAVE 33 YEARS EXPERIENCE IN PRIVATE

& COMMERCIAL DEVELOPMENT, KNOWLEDGE OF CURRENT &

PROPOSED P & Z REGS FOR THE TOWN, KNOWLEDGE OF

DESIGN REVIEW, AND CAN INTERACT EASILY W/ BOTH

COMMUNITY MEMBERS AND MEMBERS OF TOWN STAFF.

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

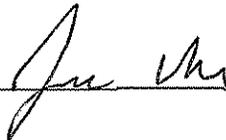
Please notify the Clerk's Office at (928) 567-6631, extension 100 if you move or no longer wish to be considered for appointment.

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

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

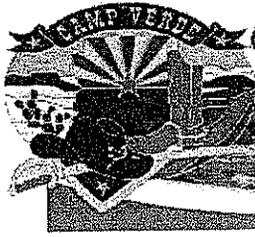
If appointed to a Board/Commission/Committee, I understand that Members of boards or commissions may be removed for cause including excessive lack of attendance, absences of three consecutive meetings or more than half of all scheduled meetings in any municipal year, or improper conduct as determined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

Applicant's Signature: _____



Date: 12-29-10

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



Camp Verde, Arizona

BOA

LETTER OF INTEREST

Name: <u>MURRAY J. LICHTY</u>		Date: <u>12/8/10</u>		
Home Address: <u>143 HEAD STREET, CAMP VERDE, AZ 86322</u>				
Mailing Address, if different: <u>SAME</u>				
Email Address: <u>murraylichty@cox.net</u>				
Home Telephone: <u>623-979-9448</u>		Work Telephone: <u>—</u>		
Are you a resident of the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Do you own commercial property in the Town of Camp Verde <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Length of residency in the Town of Camp Verde: <u>2+ YEARS</u>		Do you operate a business in Camp Verde? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Name and address of business (if applicable):				
If you are not in business in The Town of Camp Verde, please list your occupation; or if retired, please indicate your former occupation or profession: <u>RETIRED FROM MECHANICAL ENGINEERING</u>				
Are you now serving, or have you ever served, on a Town of Camp Verde board or commission? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list names of board/commission and dates served: <u>CURRENT BOARD OF ADJUSTMENT AND APPEALS</u>				
Board & Commission preference (s): Refer to the last page for a list of Boards & Commissions. List your choices in order of preference:				
1. <u>BOARD OF ADJUSTMENT & APPEALS</u>		3.		
2.		4.		
Education and Community Service				
Schools Attended:		Degree:	Year:	
<u>PLEASE SEE RESUME</u>				
Civic Activities-Service Organizations		Office Held:	Year Begun: Year Ended:	
<u>TULSON LIONS CLUB</u>			<u>70'S</u>	
<u>SOFTBALL COACH</u>			<u>70'S</u>	
Please state why you would like to be appointed to a Town Board, Commission, or Committee: <u>WOULD LIKE TO CONTINUE AS A MEMBER OF THE BOARD</u>				
Have you ever been charged and convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If yes please explain.				
What do you believe is the key responsibility of Board, Commission or Committee member to: (a) The Town Council, (b) The citizens of Camp Verde (c) other Board, Commission or Committee members?				
(a) <u>A FAIR AND COMMON SENSE APPROACH TO ISSUES AND PROBLEMS IN THE BEST INTREST OF THE COUNCIL AND CITIZENS OF CV</u>				
(b) <u>TO MAKE DECISIONS THAT FAIR AND FOLLOW THE GUIDELINES OF THE CODES AND LAWS APPLICABLE.</u>				
(c) <u>WORKING WITH MEMBERS IN A PROFESSIONAL AND RESPONSIBLE MANNER AND FOLLOWING RULES IN PLACE</u>				

Please state the reasons why you feel you are qualified to serve on a Board, Commission or Committee:

MANY YEARS AS A CAREER PROFESSIONAL
SERVED ON BOARDS OF BUSINESS, COMMUNITY SERVICE AND CLUBS
TAKE AN INTREST IN THE DEVELOPMENT AND DIRECTION OF THE COMMUNITY
TAKE AN ACTIVE ROLL IN THE SUPPORT OF OUR COMMUNITY
SHARE MY EXPERIENCE WITH A COMMON SENSE APPROACH.

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

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

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

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

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

Applicant's Signature: Murray J. Lohdy Date: 12/8/10

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

MURRAY J. LICHTY

Mechanical Engineering / Electro-Mechanical Design

Speedfam-IPEC Corporation, Chandler, Arizona

Senior Mechanical Design / Technical Lead 1998 – 2001

- Engineering Services Program Technical Lead supervising up to 15 Designers and Drafters. Responsible for scheduling, preparation and release of all Product Documentation.
- Design and layout of components and assemblies for Semiconductor Manufacturing Process Equipment using the latest plastics and related materials for the clean room environment.
- Assigned to Research Group developing new Process and Carrier Technology.
- Revised and updated existing designs to latest standards and specifications using ASME Y14.5M and metric dimensioning.
- Created and implemented Rapid Change/Release Process for documentation to expedite parts procurement during initial product development.

California Microwave - EFData Corporation, Tempe, Arizona

Engineering Product Design and Development 1994 – 1998

- Design of High-Speed Satellite Modem hardware packaging for Telephone Communications and TV Network Video Broadcast fields.
- Provided designs meeting strict cost targets implementing the latest manufacturing processes and assembly procedures with a focus on cost reduction and manufacturability.
- Introduced design features that reduced hardware quantity and assembly labor by as much as seventy-five percent resulting in significant product production cost savings.
- Implemented the design and use of plastic components and materials to further reduce costs and labor.
- Focused on product reliability and quality by reducing physical handling and assembly steps.
- Designed innovative state of the art design features for better marketing and customer appeal.

Advanced Semiconductor Materials (ASM-America), Phoenix, Arizona

Senior Electro/Mechanical Design (Contract) 1992 – 1993

- E/M package design, layouts and assemblies of semiconductor manufacturing process equipment.
- Product Design meeting specifications for clean room installation and maintenance conditions.
- Assisted in the training of junior level drafters in the design and documentation process.

Motorola Inc., Radar Systems Division, Tempe, Arizona

Engineering Level - Senior Electro/Mechanical Design 1986 – 1988

- Electro/Mechanical Package Design of Airborne and Ground Equipment to meet Military Specifications.
- Designed power supply electronic hardware packaging to meet complex heat exchange and airborne equipment specifications with requirements for severe space limitations on component size, location and weight.
- Designed ground based Range Tracking Console using standard 19 inch equipment rack format that included installation of aircraft cockpit controls and ejection seat for pilot operation of full size fighter aircraft drones in actual unmanned flight exercises.
- Extensive travel to evaluate and qualify vendors for manufacturing quality and delivery capabilities to meet design requirements and program schedules.
- Member of Engineering Proposal Team providing design concepts and bid proposals to meet customer contract specifications.
- Program Design Lead supervising Checkers and Design Drafters assigned to program team.

Burr-Brown Corporation, Tucson, Arizona

Senior Electro/Mechanical Design (Contract) 1983 - 1986

Senior Printed Circuit Design

- Design and layout of printed circuit boards for Data Products and production test equipment for semiconductor component manufacturing.
- Product Design and Development of a small Desktop Computer with advanced packaging features (smaller than laptop) to meet a market for production assembly line data input and process tracking.
- Package design of various electro/mechanical sheet metal components and assemblies.

MURRAY J. LICHTY

RETIRED 2008

Mechanical Engineering / Electro-Mechanical Design

143 Head Street
Camp Verde, Arizona 86322

murraylichty@cox.net
(623) 979-9448

CAREER OBJECTIVE

Challenging position in Mechanical Engineering or Electro/Mechanical Design for Product Design and Development related to the Defense Electronics, Communications Electronics or Semiconductor Production fields.

SUMMARY

Extensive Product Design experience providing hardware package solutions from concept to production using **Pro-Engineer Solidworks** and **AutoCAD** applications as the design tool for parts and assemblies using sheet metal, machine stock and molded plastic materials. A strong background in close tolerance design per **ASME Y14.5(M), 1994** in Decimal Inch and Metric.

Accomplishments

- Technical Lead – Supervising Designers and Drafters. Also responsible for creation of prototype and formal documentation to meet development and production specifications.
- Developed complete design packages meeting ANSI, ASME, ISO9001 and CE Mark specifications with an emphasis on designing for cost and manufacturability.
- Formal Document Checking using the form, fit and function parameters on assemblies and parts for production release engineering documentation.
- Quick to respond to engineering and manufacturing problems with cost effective and timely solutions resulting in minimal impact to schedules.
- Provided detailed layouts and assemblies using Pro-Engineer 2001i, Solidworks and AutoCAD applications as well as related engineering and technical programs.
- Developed strong communications skills using oral, written and computer contact with co-workers, customers and suppliers.

EDUCATION

Computer Skills

- Completed CAD training in Pro-Engineer, AutoCAD, Solid Works and Cadam.
- Extensive use of Pro-Engineer, AutoCAD, Solidworks, Windows NT, Microsoft Office and related programs.
- Training in the use of numerous design tools and viewers for various CAD programs.
- Continued training in Pro-Engineer, AutoCAD, Solidworks, Microsoft Office and related programs.

Formal Education

- Completed Technical Education in Plastics Design, Sheet Metal Design, Electronic Package Design, and Design for Manufacturability as well as Marketing and Sales.
- **Arizona State University and Community Colleges - Mechanical Engineering.**
- Graduated from Scottsdale Arcadia High School, Phoenix, Arizona and Ashbury Preparatory College, Ottawa, Canada.

CAREER HISTORY

Comtec EF Data Corporation, Tempe, Arizona Engineering Product Design and Development 2001-2008

- Design of Military Hardware for Mobile Tracking System. Component packaging required design to meet the rugged conditions experienced in the battlefield.
- Design of High-Speed Satellite Modem hardware packaging for Telephone Communications and TV Network Video Broadcast fields.
- Provided designs meeting strict cost targets implementing the latest manufacturing processes and assembly procedures with a focus on cost reduction and manufacturability.
- Introduced design features that reduced hardware quantity and assembly labor by as much as seventy-five percent resulting in significant product production cost savings.
- Implemented the design and use of plastic components and materials to further reduce costs and labor.
- Focused on product reliability and quality by reducing physical handling and assembly steps.
- Designed innovative state of the art design features for better marketing and customer appeal.

MURRAY J. LICHTY

Page 3

EXPERIENCE PRIOR TO 1983

- K & L Engineering, Tucson, Arizona E/M Design
 - Hamilton Test Systems, Tucson, Arizona E/M Design Checker
 - TEC Incorporated, Tucson, Arizona E/M Design and PCB Design
 - Hughes Aircraft Company, Tucson, Arizona E/M Design Checker
 - Bell Technical Operations-Textron, Tucson, Arizona E/M Design
 - Scintrex Limited, Toronto, Canada E/M Design
 - Collins Radio, Toronto, Canada E/M Design
 - Ferranti-Packard Electronics, Toronto, Canada E/M Design and PCB Design
 - Warwick Electronics, Sepulveda, California E/M Design and PCB Design
 - Litton Guidance & Control Systems, California E/M Design
 - Infrared Industries, Santa Barbara, California E/M Design
 - Magnasync-Moviola Corporation, North Hollywood, Ca. E/M Design
 - Technical Products Engineering, Hollywood, California E/M Design
 - Motorola Inc., Solid States Systems Division, Phoenix, Arizona E/M Drafting
 - Paramount Designs, Phoenix, Arizona E/M Drafting
 - Volt Technical Corporation, Phoenix, AZ. E/M Drafting
-
- Owned **Lichty Technical Services** an Arizona Corporation located in Tucson, Arizona. Lichty Technical Services provided engineering related design and drafting services. Temporary employee services were provided in house or on site to the Electronics and Mining industries.
Lichty Microfilm and **Western States Micrographics**, subsidiaries provided microfilm services, document preparation and restoration as well as microfilm equipment sales to commercial businesses and government customers.



Camp Verde, Arizona

P+Z

LETTER OF INTEREST

Name: <u>Howard E Parrish</u>		Date: <u>12-7-10</u>	
Home Address: <u>1650 PARRISH RD - L13</u>			
Mailing Address, if different: <u>PO BOX 663 CAMP VERDE AZ 86322</u>			
Email Address:			
Home Telephone: <u>928-567-3514</u>		Work Telephone: _____	
Are you a resident of the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Do you own commercial property in the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Length of residency in the Town of Camp Verde: <u>53 YRS</u>		Do you operate a business in Camp Verde? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name and address of business (if applicable):			
If you are not in business in The Town of Camp Verde, please list your occupation; or if retired, please indicate your former occupation or profession:			
Are you now serving, or have you ever served, on a Town of Camp Verde board or commission? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list names of board/commission and dates served: <u>P+Z-1996-2002-COMM. 12002-2007-P+Z-2007-2010</u>			
Board & Commission preference (s): Refer to the last page for a list of Boards & Commissions. List your choices in order of preference:			
1. <u>P+Z</u>		3.	
2.		4.	
Education and Community Service			
Schools Attended:		Degree:	Year:
<u>W.H.I.E.N H. 94 SC1001</u>			<u>28</u>
Civic Activities-Service Organizations		Office Held:	Year Begun: Year Ended:
Please state why you would like to be appointed to a Town Board, Commission, or Committee: <u>I THINK I CAN HELP - I LOVE MY TOWN</u>			
Have you ever been charged and convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes please explain.			
What do you believe is the key responsibility of Board, Commission or Committee member to: (a) The Town Council, (b) The citizens of Camp Verde (c) other Board, Commission or Committee members?			
(a) <u>P+Z RECOMMENDS - TO COUNCIL</u>			
(b)			
(c)			

Please state the reasons why you feel you are qualified to serve on a Board, Commission or Committee: EXPERIENCE

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

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

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

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

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

Applicant's Signature: Howard Parrish Date: 12-17-10

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

P4Z



Camp Verde, Arizona

LETTER OF INTEREST

Name: MICHAEL HOUGH	Date: 12-6-10
Home Address: 158 SILVER BUGLE DR.	
Mailing Address, if different: P.O. BOX 1267 CAMP VERDE, AZ 86322	
Email Address: CUA @ SWIFTAZ.NET	
Home Telephone: 567-3630	Work Telephone: 567-3431
Are you a resident of the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Do you own commercial property in the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Length of residency in the Town of Camp Verde: 55 YRS	Do you operate a business in Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Name and address of business (if applicable): CAMP VERDE AUTOMOTIVE & HH SELF STORAGE	
If you are not in business in The Town of Camp Verde, please list your occupation; or if retired, please indicate your former occupation or profession:	
Are you now serving, or have you ever served, on a Town of Camp Verde board or commission? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list names of board/commission and dates served: BOARD of Adjustments & APPEALS & P4Z	
Board & Commission preference (s): Refer to the last page for a list of Boards & Commissions. List your choices in order of preference:	
1. BOARD of Adjustments & Appeals	3.
2. P4Z	4.

Education and Community Service

Schools Attended:	Degree:	Year:	
CAMP VERDE SCHOOL	HS	1966	
NORTHERN AZ. UNIVERSITY	BS	1971	
Civic Activities-Service Organizations	Office Held:	Year Begun:	Year Ended:
CHAMBER of COMMERCIAL	BOARD	1990	1991
CHAMBER of Commerce	President	1991	1992

Please state why you would like to be appointed to a Town Board, Commission, or Committee: _____

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

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

(a)

(b)

(c)

Please state the reasons why you feel you are qualified to serve on a Board, Commission or Committee:

*Past Experience on Town Boards & Commissions,
Experience in business in Camp Verde, 55
years as a Resident of Camp Verde*

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

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

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

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

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

Applicant's Signature: *Miss Hal* Date: *12-6-10*

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



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: January 5, 2011

Meeting Type: Regular Session

Consent Agenda **Regular Business**

Reference Document: Resolution 2011-827, A Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, Approving a Lease Purchase Agreement for the Purpose of Procuring Financial and Administrative Information Systems Software and Hardware.

Agenda Title (be exact): Discussion, consideration, and possible approval of Resolution 2011-827, A Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, Approving a Lease Purchase Agreement for the Purpose of Procuring Financial and Administrative Information Systems Software and Hardware.

Purpose and Background Information:

On September 15, 2010, Council authorized the Mayor to execute the purchase agreement with Tyler Technologies to purchase the INCODE software system. Discussions were held relative to the differences between financing the purchase of the software versus paying for the software outright. At this time, staff feels it is in the best interest of the Town to finance the purchase of the software for a period of five (5) years. If the financial condition of the Town improves, or Council would like to approve a budget appropriation in future fiscal years to utilize fund balance to pay off the balance of the loan, there are no prepayment penalties in the agreement. The loan amortization schedule details monthly payments in the amount of \$3,852.69 beginning on February 5, 2011 and continuing through November 5, 2015 should the loan not be paid in full prior to that date. An initial payment of \$7,705.38 (2 months payments) is due upon execution of the documents.

Pursuant to the Lease Purchase Agreement presented by DivLend Equipment Leasing, LLC the adoption of the above referenced Resolution 2011-827 is being presented to Council for approval. This resolution formalizes the Town's intent to enter into the Lease Purchase Agreement as well as designating the agreement as a "qualified tax exempt obligation", and designating Bob Burnside, Mayor and Russell Martin, Town Manager as authorized signers of the agreement.

Recommendation (Suggested Motion):

Approval of Resolution 2011-827, A Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, Approving a Lease Purchase Agreement for the Purpose of Procuring Financial and Administrative Information Systems Software and Hardware.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund:

Attorney Review: Yes No N/A

Attorney Comments:

Submitting Department: Finance Department

Contact Person: Lisa Elliott, Senior Accountant

Action Report Prepared By: Lisa Elliott, Senior Accountant



RESOLUTION 2011-827

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
APPROVING A LEASE PURCHASE AGREEMENT FOR THE PURPOSE OF PROCURING
FINANCIAL AND ADMINISTRATIVE INFORMATION SYSTEMS SOFTWARE AND HARDWARE.**

Whereas, the Town of Camp Verde (the "Lessee") desires to enter into that certain Lease-Purchase Agreement dated as of 01/05/2011 by and between the Lessee and DivLend Equipment Leasing, L.L.C. for the purpose of procuring any personal property. The Lessee desires to designate this Agreement as a "qualified tax exempt obligation" of the Lessee for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The Lessee desires to designate Bob Burnside, Mayor and Russell Martin, Town Manager as authorized signers of the Agreement.

Now therefore, be it resolved by the Town Council of the Lessee:

Section 1. That the Lessee enters into a Lease Purchase Agreement with DivLend Equipment Leasing, L.L.C. for the purpose of procuring Financial and Administrative Information Systems Software and Hardware.

Section 2. That the Lease Purchase Agreement date as of 01/05/2011, by and between the Lessee and DivLend Equipment Leasing, L.L.C. is designated by the Lessee as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Lessee designated Bob Burnside, Mayor, and Russell Martin, Town Manager as authorized signers of the Lease Purchase Agreement dated as of 01/05/2011, by and between the Lessee and DivLend Equipment Leasing, L.L.C.

Passed and adopted by a majority vote of the Common Council at the regular meeting of January 5, 2011.

Bob Burnside, Mayor

Attest:

Approved as to form:

Deborah Barber, Town Clerk

Town Attorney



6625 W. 19th Street, Suite 114 - Lubbock, Texas 79407 - (806) 795-7782 - 1-800-288-3024 - Fax (806) 797-0601

December 16, 2010

Bob Burnside
Mayor
Town of Camp Verde
395 S. Main Street
Camp Verde, AZ 86322

Re: Tyler Technologies System Software

Dear Mr. Burnside:

Thank you for the opportunity to provide Diversified Lenders (DivLend Equipment Leasing, L.L.C.) leasing services to you. I have enclosed the lease documents for the Town of Camp Verde. A checklist of the items you need to complete is included below for your convenience. Please check off each item as it is completed. I trust this will help both of us complete the documentation phase of your lease in a timely and efficient manner. If you have any questions about any of the items, please feel free to call me.

- Sign and initial documents where indicated.
- Sign form 8038-G.
- Supply copies of the two most recent audited financial statements for the Town of Camp Verde.
- Return a check in the amount of \$7,905.38, made payable to DivLend Equipment Leasing representing the first and last payments of \$7,705.38 and the documentation fee with your documents.

Again, if you have any questions concerning your lease documents, please feel free to give me a call.

Sincerely,

Jordan Stegemoeller

Lease Purchase Agreement

Presented by

DivLend Equipment Leasing,
L. L. C.

to

Town of Camp Verde

GOVERNMENTAL LEASE-PURCHASE AGREEMENT

THIS GOVERNMENTAL LEASE-PURCHASE MASTER AGREEMENT (hereinafter referred to as "Agreement") by and between DivLend Equipment Leasing, L.L.C., a Texas Limited Liability Company (hereinafter referred to as "Lessor"), and Town of Camp Verde, a political subdivision or agency of the State of AZ, (hereinafter referred to as "Lessee").

WITNESSETH: In consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. **Term and Payments.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in Exhibit A hereto (hereinafter, with all replacement parts, substitutions, proceeds, increases, additions, accessions, repairs and accessories incorporated therein or affixed thereto, referred to as the "Property") for the amounts to be paid in the sums (the "Lease Payments") and on the dates (the "Lease Payment Dates") set forth in Exhibit B hereto. Except as specifically provided in Section 2 hereof, the obligation of the Lessee to make the Lease Payments called for in Exhibit B hereto shall be absolute and unconditional in all events and shall not be subject to any set-off, defense, counterclaim or recoupment for any reason. The term of the lease hereunder shall commence upon the acceptance of possession of the Property by Lessee (or acceptance by Lessee of delivery of the first item of Property if this Agreement involves multiple items or Property) and shall continue until the end of the Lessee's current fiscal period and thereafter for such additional fiscal periods as are necessary to complete the anticipated total lease term as set forth in Exhibit B, unless earlier terminated as provided herein. Lessee will evidence its acceptance of the Property by executing and delivering to Lessor a Certificate of Acceptance (hereinafter so called) in the form provided by Lessor.
2. **Renewal and Nonappropriation.** Lessee agrees that it will make timely requests for the appropriations of funds to make all Lease Payments called for under Exhibit B. In the event that (i) funds for the succeeding fiscal period cannot be obtained, (ii) Lessee has exhausted all legally available means for making the payment called for under this Agreement, (iii) Lessee has invoked and diligently pursued all legal procedures by which payment called for under this agreement may be made, (iv) Lessee has not acquired, and has no intent to acquire during the subsequent fiscal period, items of property or services having functions similar to those of the Property or which provide similar benefits to Lessee, and (v) no funds have been appropriated for the acquisition of such property, Lessee may terminate this Agreement at the end of any fiscal period during the payment schedule set forth in Exhibit B by giving notice to Lessor or its successors at least sixty (60) days prior to the first day of such fiscal period for which appropriations cannot be made. Such failure to obtain proper appropriation and approval of the full amount of funds necessary to make required payments hereunder during any fiscal period subsequent to the current fiscal period shall terminate all of Lessee's right, title and interest in and obligations under the Agreement and to all the Property, effective on the last day of the last fiscal period for which appropriation or approval was properly obtained.
3. **Taxes.** In addition to the Lease Payments to be made pursuant to Section 1 hereof, Lessee agrees, to the extent permitted by law, to indemnify and hold Lessor harmless from and against and to pay Lessor, as additional rent, on demand, an amount equal to all license, assessments, sales, use, real or personal property, gross receipts or other taxes, levies, imposts, duties or charges, if any, together with any penalties, fines or interest thereon imposed against or on Lessor, Lessee of the Property by any governmental authority upon or with respect to the Property or the purchase, ownership, rental, possession, operation, return or sale of, or receipt of payments for, the Property, except any Federal or state income taxes, if any, payable by Lessor. Lessee may contest any such taxes prior to payment provided such contest does not involve any risk of sale, forfeiture or loss of the Property of any interest therein.
4. **Lessee's Covenants and Representations.** Lessee covenants and represents as follows:
 - (a) Lessee represents, and will provide an opinion of its counsel to the effect that, it has full power and authority to enter into this Agreement which has been duly authorized, executed, and delivered by Lessee and is a valid and binding obligation of Lessee enforceable in accordance with its terms, and all requirements for execution, delivery and performance of this Agreement have been, or will be, complied with in a timely manner;
 - (b) All payments hereunder have been, and will be, duly authorized and paid when due out of funds then on hand and legally available for such purpose; Lessee will, to the extent permitted by State law and other terms and conditions of this agreement, include in its budget for each successive fiscal period during the term of this Agreement a sufficient amount to permit Lessee to discharge all its obligations hereunder, and, Lessee has budgeted and available for the current fiscal period sufficient funds to comply with its obligations hereunder;
 - (c) There are no pending or threatened lawsuits or administrative or other proceedings contesting the authority for, authorization or performance of, or expenditure of funds pursuant to, this Agreement;
 - (d) Information supplied and statements made by Lessee in any financial statement or current budget prior to or contemporaneously with this Agreement are true and correct;
 - (e) Lessee has an immediate need for, and expects to make immediate use of, substantially all the Property, which need is not temporary or expected to diminish in the foreseeable future; specifically, Lessee will not give priority or parity in the appropriation of funds for the acquisition or use of any additional property for purposes or functions similar to those of the Property;
 - (f) There are no circumstances presently affecting the Lessee that could reasonably be expected to alter its foreseeable

need for the Property or adversely affect its ability or willingness to budget funds for the payment of sums due hereunder, and

(g) Lessee's right to terminate this Agreement as specified in Section 2 hereof was not an independently bargained for consideration, but was included solely for the purpose of complying with the requirements of the laws of the State in which Lessee is located.

5. **Use and Licenses.** Lessee shall pay and discharge all operating expenses and shall cause the Property to be operated by competent persons only. Lessee shall use the Property only for its proper purposes and will not install, use, operate or maintain the Property improperly, carelessly, or in violation of any applicable law, ordinance, rule or regulation of any governmental authority, or in a manner contrary to the nature of the Property or the use contemplated by its manufacturer. Lessee shall keep the Property at the location stated on the Certificate of Acceptance executed by Lessee upon delivery of the Property until Lessor in writing permits its removal, and the Property shall be used solely in the conduct of the Lessee's operations. Lessee shall obtain, at its expense, all registrations, permits and licenses, if any, required by law for the installation and operation of the Property. Any license plates used on the Property shall be issued in the name of the Lessee. If a certificate of title is issuable with respect to the Property, it shall be delivered to the Lessor showing the interest of the Lessor.

6. **Maintenance.** Lessor shall not be obligated to make any repairs or replacements. Lessor's failure to perform or omission to perform, as specified in any maintenance agreement, shall not cause any abatement, setoff, or recoupment of any payment called for under this Agreement. At its own expense, Lessee shall service, repair and maintain the Property in as good condition, repair, appearance and working order as when delivered to Lessee hereunder, ordinary wear and tear from proper use alone excepted, and shall replace any and all parts thereof which may from time to time become worn out, lost, stolen, destroyed, or damaged beyond repair or rendered unfit for intended use, for any reason whatsoever, all of which replacements shall be free and clear of all liens, encumbrances and claims of others and shall become part of the Property and subject to this Agreement. Lessor may, at its option, discharge such costs, expenses and insurance premiums necessary for the repair, maintenance and preservation of the Property, and all sums so expended shall be due from Lessee in addition to rental payments hereunder.

7. **Alterations.**

(a) Lessee may, at its own expense, install or place in or on, or attach or affix to, the Property such equipment or accessories as may be necessary or convenient to use the Property for its intended purposes provided that such equipment or accessories do not impair the value or utility of the Property. All such equipment and accessories shall be removed by Lessee upon termination of this Agreement, provided that any resulting damage shall be repaired at Lessee's expense. Any such equipment or accessories not removed shall become the property of Lessor.

(b) Without the written consent of Lessor, Lessee shall not make any other alterations, modifications or improvements to the Property except as required or permitted hereunder. Any other alterations, modifications or improvements to the Property shall immediately become part of the Property, subject to the provisions hereof. Without the prior written consent of Lessor, Lessee shall not affix or attach any of the Property to any real property. The Property shall remain personal property regardless of whether it becomes affixed or attached to real property or permanently rests upon any real property or any improvement thereon.

8. **Liens.** Lessee shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Property, title thereto or any interest therein, except the respective rights of Lessor and Lessee hereunder.

9. **Damage to or Destruction of Property.** Lessee shall bear the entire risk of loss, damage, theft, or destruction of the Property from any and every cause whatsoever, and no loss, damage, destruction or other event shall release Lessee from the obligation to pay the full amount of the rental payments or from any other obligation under this Agreement. In the event of damage to any item of the Property, Lessee will immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Property is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessee will either (a) replace the same with like property in good repair or (b) on the next Lease Payment Date, pay Lessor (i) all amounts then owed by Lessee to Lessor under this Agreement, including the Lease Payment due on such date, and (ii) an amount equal to the applicable Option to Purchase Value set forth in Exhibit B.

10. **Insurance.** Lessee shall either be self-insured with regard to the Property or shall purchase and maintain insurance with regard to the Property. Lessee shall indicate on each Certificate of Acceptance executed in relation to this Agreement its election to be self-insured or company insured with regard to the Property listed on that Certificate of Acceptance. Whether Lessee is self-insured or company insured, Lessee shall, for the term of this Agreement, at its own expense, provide comprehensive liability insurance with respect to the Property, insuring against such risks, and such amounts as are customary for lessees of property of a character similar to the Property. In addition, Lessee shall, for the term of the Agreement, at its own expense, provide casualty insurance with respect to the Property, insuring against customary risks, coverage at all times not less than the amount of the unpaid principal portion of the Lease Payments required to be made pursuant to Section 1 as of the last preceding Payment Date specified in Exhibit B on which a Lease Payment was made. If insurance policies are provided with respect to the Property, all insurance policies shall be with insurers authorized to do business in the State where the Property is located and shall name both Lessor and Lessee as insureds as their respective interest may appear. Insurance proceeds from casualty losses shall be payable solely to the Lessor, subject to the provisions of Section 9. Lessee shall, upon request, deliver to Lessor evidence of the required coverages together with premium

receipts, and each insurer shall agree to give Lessor written notice of nonpayment of any premium due and ten (10) days notice prior to cancellation or alteration of any such policy. Lessee shall also carry and require any other person or entity working on, in or about the Property to carry workmen's compensation insurance covering employees on, in or about the Property. In the event Lessee fails, for any reason, to comply with the requirements of the Section, Lessee shall, to the extent permitted by law, indemnify, save harmless and, at Lessee's sole expense, defend Lessor and its agents, employees, officers and directors and the Property against all risk of loss not covered by insurance.

11. Indemnification. Lessee shall, to the extent permitted by law, indemnify and save harmless Lessor and its agents, employees, officers and directors from and, at Lessee's expense, defend Lessor and its agents, employees, officers and directors against all liability, obligations, losses, damages, penalties, claims, actions, costs and expenses (including but not limited to reasonable attorneys' fees) of whatsoever kind or nature which in any way relate to or arise out of this Agreement of the ownership, rental possession, operation, condition, sale or return of the Property. All amounts which become due from Lessee under this Section 11 shall be credited with any amounts received by the Lessor from insurance provided by the Lessee and shall be payable by Lessee within thirty (30) days following demand therefor by Lessor and shall survive the termination or expiration of this Agreement.

12. No Warranty. EXCEPT FOR REPRESENTATIONS, WARRANTIES, AND SERVICE AGREEMENTS RELATING TO THE PROPERTY MADE OR ENTERED INTO BY THE MANUFACTURERS OR SUPPLIERS OF THE PROPERTY, ALL OF WHICH ARE HEREBY ASSIGNED TO LESSEE, LESSOR HAS MADE AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AND ASSUMES NO OBLIGATION WITH RESPECT TO THE TITLE, MERCHANTABILITY, CONDITION, QUALITY OR FITNESS OF THE PROPERTY DESCRIBED IN EXHIBIT A FOR ANY PARTICULAR PURPOSE OR THE CONFORMITY OF THE PROPERTY TO SPECIFICATIONS OR PURCHASE ORDER, ITS DESIGN, DELIVERY, INSTALLATION OR OPERATION. All such risks shall be borne by Lessee without in any way excusing Lessee from its obligations under this Agreement, and Lessor shall not be liable to Lessee for any damages on account of such risks. All claims or actions on any warranty so assigned shall be made or prosecuted by Lessee, at its sole expense, upon prior written notice to Lessor. Lessor may, but shall have no obligation whatsoever to, participate in such claim or action on such warranty, at Lessor's expense. Any recovery under such a warranty shall be made payable jointly to Lessee and Lessor.

13. Option to Purchase. Provided Lessee has complied with the terms and conditions of this Agreement, Lessee shall have the option to purchase not less than all of the Property which is then subject to this Agreement, "as is" at the payment date, for the Option to Purchase Values set forth in Exhibit B by giving written notice to Lessor not less than sixty (60) days prior to the date specified in Exhibit B for the exercise of such option; provided that upon Lessee's timely payment of all Lease Payments specified in Exhibit B, Lessee shall be deemed to have properly exercised its option to purchase the Property and shall be deemed to have acquired all of Lessor's right, title and interest in and to the Property, free of any lien, encumbrance or security interest except such liens, encumbrances or security interest as may be created, or permitted and not discharged, by Lessee but without other warranties. Payment of the applicable Option to Purchase Value shall occur on the applicable Lease Payment Date specified in Exhibit B hereto, at which time Lessor shall, unless not required hereunder, deliver to Lessee a quitclaim bill of sale transferring Lessor's interest in the Property to Lessee free from any lien, encumbrance or security interest except such as may be created, or permitted and not discharged, by Lessee but without other warranties. Upon Lessee's actual or constructive payment of the Option to Purchase Value and Lessor's actual or constructive delivery of a quitclaim bill of sale covering the Property, this Agreement shall terminate except as to obligations or liabilities accruing hereunder prior to such termination.

14. Default, Late Payment, and Lessor's Remedies.

(a) The occurrence of one or more of the following events shall constitute an Event of Default and result in late payments, whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court of governmental agency:

- (1) Lessee fails to make any payment hereunder when due or within ten (10) days thereafter. Whenever any payment is not made by Lessee in full when due hereunder, Lessee agrees to pay to Lessor, not later than one month thereafter, an amount equal to 5% of the full scheduled payment, but only to the extent allowed by law. Such amount shall be payable in addition to all amounts payable by Lessee as a result of exercise of any of the remedies herein provided,
- (2) Lessee fails to comply with any other covenant, condition or agreement of Lessee hereunder for a period of the (10) ten days after notice thereof;
- (3) Any representation or warranty made by Lessee hereunder shall be untrue in any material respect as of the date made;
- (4) Lessee makes, permits or suffers any unauthorized assignment, transfer or other disposition of this Agreement or any interest herein, or any part of the Property or any interest therein; or
- (5) Lessee becomes insolvent; or admits in writing its inability to pay its debts as they mature; or applies for, consents to or acquiesces in the appointment of a trustee, receiver or custodian for the Lessee or a substantial part of its property; or, in the absence of such application, consent or acquiescence, a trustee, receiver or custodian is appointed for Lessee or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding is instituted by or against Lessee and, if instituted against Lessee, is consented to or acquiesced in by Lessee or is not dismissed within sixty (60) days.

(6) Lessee shall pledge, assign, transfer, grant any security interest in or otherwise dispose of this agreement or the equipment being leased by this agreement or in any interest in the foregoing.

(b) Upon the occurrence of any Event of Default by Lessee specified herein, Lessor may at its sole discretion exercise any or all of the following remedies:

(1) Enforce this Agreement by appropriate action to collect amounts due or to become due hereunder, by acceleration or otherwise, or to cause Lessee to perform its other obligations hereunder in which event Lessee shall be liable for all costs and expenses incurred by Lessor;

(2) Take possession of the Property, without demand or notice and without court order or any process of law, and remove and relet the same for Lessee's account, in which event Lessee waives any and all damages resulting therefrom and shall be liable for all costs and expenses incurred by Lessor in connection therewith and the difference, if any, between the amounts to be paid pursuant to Section 1 hereof and the amounts received and to be received by Lessor in connection with any such reletting;

(3) Terminate this Agreement and repossess the Property, in which event Lessee shall be liable for any amounts payable hereunder through the date of such termination and all costs and expenses incurred by Lessor in connection herewith;

(4) Sell the Property or any portion hereof for Lessor's account at public or private sale, for cash or credit, without demand on or notice to Lessee of Lessor's intention to do so, or relet the Property for a term and a rental which may be equal to, greater than or less than the rental and term provided herein. If the proceeds from any such sale or rental payments received under a new agreement made for the periods prior to the expiration of this Agreement are less than the sum of (i) the costs of such repossession, sale, relocation, storage, reconditioning, reletting and reinstallation (including but not limited to reasonable attorneys' fees), (ii) the unpaid principal balance derived from Exhibit B as of the last preceding Lease Payment Date specified in Exhibit b, and (iii) any past due amounts hereunder (plus interest on such unpaid principal balance at the rate specified in Section 19 hereof, prorated to the date of such sale), all of which shall be paid to Lessor, Lessor shall retain all such proceeds and Lessee shall remain liable for any deficiency; or

(5) Pursue and exercise any other remedy available at law or in equity, in which event Lessee shall be liable for any and all costs and expenses incurred by Lessor in connection therewith. "Costs and expenses", as that term is used in this Section 14, shall mean, to the extent allowed by law: (i) reasonable attorneys' fees if this Agreement is referred for collection to an attorney not a salaried employee of Lessor or the holder of this Agreement; (ii) court costs and disbursements including such costs in the event of any action necessary to secure possession of the Property; and (iii) actual and reasonable out-of-pocket expenses incurred in connection with any repossession or foreclosure, including costs of storing, reconditioning and reselling the Property, subject to the standards of good faith and commercial reasonableness set by the applicable Uniform Commercial Code. Lessee waives all rights under all exemption laws.

(6) Under no circumstance shall Lessee be liable under this subsection 14 (b) for any amount in excess of the sum appropriated pursuant to Section 1 hereof for the previous and current fiscal years, less all amounts previously due and paid during such previous and current fiscal years from amounts so appropriated.

15. Termination. Unless Lessee has properly exercised its option to purchase pursuant to Section 13 hereof, Lessee shall, upon the expiration of the term of this Agreement or any earlier termination hereof pursuant to Section 14 hereof, deliver the Property to Lessor unencumbered and in at least as good condition and repair as when delivered to Lessee, ordinary wear and tear resulting from proper use alone excepted, by loading the Property, at Lessee's sole expense, on such carrier, or delivering the Property to such location, as Lessor shall provide or designate at or within a reasonable distance from the general location of the Property. If Lessee fails to deliver the Property to Lessor, as provided in this Section 15, on or before the date of termination of this Agreement, Lessee shall pay to Lessor upon demand, for the hold-over period, a portion of the total payment for the applicable period as set forth in Exhibit B prorated from the date of termination of this Agreement to the date Lessee either redelivers the Property to Lessor or Lessor repossesses the Property. Lessee hereby waives any right which it now has or which may be acquired or conferred upon it by any law or order of any court or other governmental authority to terminate this Agreement or its obligations hereunder, except in accordance with the express provisions hereof, and except as permitted by A.R.S. § 38-511.

16. Assignment. Without Lessor's prior written consent, Lessee will not either: (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Agreement or the Property or any interest in this Agreement or the Property; or (ii) sublet or lend the Property or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Agreement, the Property and any other documents executed with respect to this Agreement and/or grant or assign a security interest in this Agreement and the Property, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Agreement. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. No assignment or reassignment of any of Lessor's rights, title or interest in this Agreement or the Property shall be effective with regard to Lessee unless and until Lessee shall have received a copy of the document by which the assignment or reassignment is made, disclosing the name and address of such assignee. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge receipt of such assignments in writing if so required. During the term of this Agreement, Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with the United States Internal Revenue Code of 1986, Section 149 (a), and the regulations, proposed or existing, from time to time promulgated thereunder.

17. **Personal Property.** The Property is and shall at all times be and remain personal property.

18. **Title.** Upon acceptance of the Property by Lessee hereunder, Lessee shall have title to the Property during the term of this Agreement; however, at Lessors option, in the event of (i) an Event of Default hereunder and for so long as such Event of Default is continuing or (ii) termination of this Agreement pursuant to the provisions of Section 2 hereof, title shall be revested immediately in and shall revert to Lessor free of any right, title or interest of Lessee.

19. **Lessor's Right to Perform for Lessee.** If Lessee fails to make any payment or perform or comply with any of its covenants or obligations hereunder, Lessor may, but shall not be required to, make such payment or perform or comply with such covenants and obligations on behalf of Lessee, and the amount of any such payment and the expenses (including but not limited to reasonable attorneys' fees) incurred by Lessor in performing or complying with such covenants and obligations, as the case may be, together with interest thereon at the highest lawful rate, shall be payable by Lessee upon demand.

20. **Interest on Default.** If Lessee fails to pay any Lease Payment specified in Section 1 hereof within ten (10) days after the due date thereof, Lessee shall pay to Lessor interest on such delinquent payment from the due date until paid at the highest lawful rate.

21. **Notices.** Any notices to be given or to be served upon any party hereto in connection with this Agreement must be in writing and may be given by certified or registered mail, and shall be deemed to have been given and received forty-eight (48) hours after a registered or certified letter containing such notice, postage prepaid, is deposited in the United States mail, and if given otherwise shall be deemed to have been given when delivered to and received by the party to whom it is addressed. Such notice shall be given to the parties at their respective addresses designated on the signature page of this Agreement or at such other address as either party may hereafter designate.

22. **Security Interest.** As security for Lessee's covenants and obligations hereunder, Lessee hereby grants to Lessor, and its successors, a security interest in the Property, all accessions thereto and proceeds therefrom, and, in addition to Lessor's rights hereunder, all of the rights and benefits of a secured party under the Uniform Commercial Code as in effect from time to time hereafter in the State in which the Property is located or any other State which may have jurisdiction over the Property. Lessee agrees to execute, acknowledge and deliver to Lessor in recordable form upon request financing statements or any other instruments with respect to the Property or this Agreement considered necessary or desirable by Lessor to perfect and continue the security interest granted herein in accordance with the laws of the applicable jurisdiction.

23. **Tax Exemption.** Lessee certifies that it does reasonably anticipate that not more than \$10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265 (b) 3 (D) of the Internal Revenue Code of 1986 (the "Code") will be issued by it and any subordinate entities during the current year. Further, Lessee will, by resolution, designate this issue as comprising a portion of the \$10 million in aggregate issues to be designated as "qualified tax exempt obligations" eligible for the exception contained in Section 265 (b) 3 (D) of the Code allowing for an exception to the general rule of the Code which provides for a total disallowance of a deduction for interest expense allocable to the carrying of tax exempt obligations.

24. **Consolidation.** It is contemplated by the parties that the items of Property listed on Exhibit A to the Agreement (or added to Exhibit A by subsequently appended Exhibits A-1, A-2, etc.) may be delivered individually or in groups and that each item of Property shall become subject to the Agreement upon Lessee's acceptance thereof. It is further contemplated that the installments due with respect to each item or group of Property shall be set forth on a separate Exhibit B (e.g. Exhibit B-1, B-2, etc.) which shall be attached to and shall become a part of the Agreement. The right of Lessee to terminate the Agreement pursuant to Paragraph 1 thereof shall apply only to the items of Property as a whole, notwithstanding that the amount owed may be set forth in more than one Exhibit B.

25. **Miscellaneous.**

(a) Lessee shall, whenever requested, advise Lessor of the exact location and condition of the Property and shall give the Lessor immediate notice of any attachment or other judicial process affecting the Property, and, to the extent permitted by law, indemnify and save Lessor harmless from any loss or damage caused thereby. Lessor may, for the purpose of inspection, at all reasonable times enter upon any job, building or place where the Property and the books and records of the Lessee with respect thereto are located.

(b) Lessee agrees to equitably adjust the payments payable under this Agreement if there is a determination for any reason that the interest payable pursuant to this Agreement (as incorporated within the schedule of payments) is not excludable from income in accordance with the Internal Revenue Code of 1986, as amended, such as to make Lessor and its assigns whole.

(c) Time is of the essence. No covenant or obligations hereunder to be performed by Lessee may be waived except by the written consent of Lessor, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Lessor from invoking such remedy at any later time prior to the Lessee's cure of the condition giving rise to such remedy. Lessor's rights hereunder are cumulative and not alternative.

(d) This Agreement shall be construed in accordance with, and governed by, the laws of the State in which the Property is located.

(e) This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, altered or changed in any respect except by a written document signed by both Lessor and Lessee.

(f) Any term or provision of this Agreement found to be prohibited by law or unenforceable shall be ineffective to the extent of

such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.

(g) The Lessor hereunder shall have the right at any time or times, by notice to Lessee, to designate or appoint any person or entity to act as agent or trustee for Lessor for any purposes hereunder.

(h) All transportation charges shall be borne by Lessee. Lessee will immediately notify Lessor of any change occurring in or to the Property, of a change in Lessee's address, or in any fact or circumstance warranted or represented by Lessee to Lessor, or if any Event of Default occurs.

(i) Use of the neuter gender herein is for purposes of convenience only and shall be deemed to mean and include the masculine or feminine gender whenever and wherever appropriate.

(j) The captions set forth herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

(k) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns, where permitted by this Agreement.

(l) Upon Lessor's request, Lessee will from time to time provide to Lessor financial statements showing Lessee's financial condition and operations, and will execute financing statements or other documents which Lessor requests to evidence Lessor's and/or Lessee's interest in Equipment. Lessee hereby appoints Lessor as its attorney-in-fact to execute and file on behalf of Lessee and authorizes Lessor to file without Lessee's signature any UCC financing statements and amendments Lessor deems advisable to secure the interests of Lessor. Lessee agrees to pay all documentation cost and filing fees associated with this lease.

(m) Lessee hereby authorizes Lessor, without further notice, to complete the description of the Equipment to be leased, the Equipment serial numbers, the quantity thereof, and to fill in any blank spaces on this Lease, and to date this Lease.

IN WITNESS WHEREOF, the parties have executed this Agreement as of 01/05/2011.

LESSEE
Town of Camp Verde
395 S. Main Street
Camp Verde, AZ 86322

LESSOR
DivLend Equipment Leasing, L.L.C.
6625 West 19th Street, Suite 114
Lubbock, Texas 79407

By: Bob Burnside
Title: Mayor

By: Jeff Horn
Title: Vice President

Date

Date

Witness

ATTESTATION

I, Deborah Barber, do hereby certify that I am the duly elected or appointed and acting Town Clerk of Town of Camp Verde, a political subdivision or agency duly organized and existing under the laws of the State of AZ, that I have custody of the records of such entity, and that, as of the date hereof, the individual named above is the duly elected or appointed officer of such entity holding the office set forth following his/her name. I further certify that (i) the signature above his/her name and title is his/her true and authentic signature and (ii) such officer has the authority on behalf of such entity to enter into that certain Lease Agreement, dated as of 01/05/2011 between such entity and DivLend Equipment Leasing, L.L.C. as Lessor.

IN WITNESS WHEREOF, I have duly executed this attestation and affixed the seal of such entity hereto 01/05/2011.

LESSEE

Town of Camp Verde
395 S. Main Street
Camp Verde, AZ 86322

By: Deborah Barber
Title: Town Clerk

SEAL

CERTIFICATE OF ESSENTIAL USE

I, Bob Burnside, Mayor of Town of Camp Verde ("Lessee"), hereby certify that the Equipment, to be leased to the undersigned under the certain Lease Agreement, dated as of 01/05/2011 between such entity and DivLend Equipment Leasing, L.L.C. as Lessor, will be used by the undersigned Lessee for the following purpose:

Financial and Administrative Management

The undersigned hereby represents that the use of the Equipment is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand 01/05/2011.

LESSEE

Town of Camp Verde
395 S. Main Street
Camp Verde, AZ 86322

By: Bob Burnside
Title: Mayor

CERTIFICATE OF APPROPRIATION

I, Russell Martin, Town Manager, of Town of Camp Verde ("Lessee"), hereby certify that all lease payments due by Lessee under that certain Governmental Lease-Purchase Agreement dated as of 01/05/2011, between Lessee and DivLend Equipment Leasing, L.L.C. as Lessor, for the fiscal period ending 6/30/2010, are within such fiscal period's budget for Lessee and within an available, unexhausted and unencumbered appropriation for Lessee, further certify that the Property, to be leased to the undersigned under the above referenced Governmental Lease-Purchase Agreement, will be used by the undersigned Lessee for the following purpose:

Financial and Administrative Management

The undersigned hereby represents that the use of the Property is essential to its proper, efficient and economic operation.

IN WITNESS WHEREOF, I have set my hand 01/05/2011.

LESSEE

Town of Camp Verde
395 S. Main Street
Camp Verde, AZ 86322

By: Russell Martin
Title: Town Manager

CERTIFICATE OF INCUMBENCY

I, Deborah Barber, do hereby certify that I am the duly elected or appointed and acting Town Clerk of Town of Camp Verde, a political subdivision or agency duly organized and existing under the laws of the State of AZ, that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) named above is/are the duly elected or appointed officer(s) of such entity holding the office(s) set forth opposite his/her/their respective name(s). I further certify that (i) the signature(s) set opposite his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) has/have the authority on behalf of such entity to enter into that certain Governmental Lease-Purchase Agreement, dated as of 01/05/2011, between such entity and DivLend Equipment Leasing, L.L.C. as Lessor.

LESSEE
Town of Camp Verde
395 S. Main Street
Camp Verde, AZ 86322

LESSOR
DivLend Equipment Leasing, L.L.C.
6625 West 19th Street, Suite 114
Lubbock, Texas 79407

By: Bob Burnside
Title: Mayor

By: Jeff Horn
Title: Vice President

Date

Date

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto 01/05/2011.

LESSEE
Town of Camp Verde

By: Deborah Barber
Title: Town Clerk

SEAL

CERTIFICATE OF ACCEPTANCE

Lease Agreement (the "Agreement") By and Between DivLend Equipment Leasing, L.L.C. ("Lessor") Town of Camp Verde ("Lessee") Dated as of 01/05/2011.

1. **ACCEPTANCE:** In accordance with the Agreement, Lessee hereby certifies that all of the property described herein (i) has been received by Lessee, (ii) has been thoroughly examined and inspected to the complete satisfaction of Lessee, (iii) has been found by Lessee to be in good operating order, repair and condition, (iv) has been found to be of the size, design, quality, type and manufacture specified by Lessee, (v) has been found to be and is wholly suitable for Lessee's purpose, and (vi) is hereby unconditionally accepted by Lessee, in the condition received, for all purposes of the Agreement.

2. **PROPERTY:**

INCODE Financial Applications - Core financials (GL, Budget Prep, Bank Recon, JE Import, Exporter, AP) GASB MSDE Module with Adjustments and Reporting-21 Combining Statements for CAFR - Positive Pay, Purchasing, Fixed Assets, Project Accounting. Financial Consulting Services, INCODE Personnel Management Systems - Personnel Management - Payroll & Human Resources, FMLA Leave Tracking, Benefits Administration, Position Control / Budgeting, Applicant Tracking, Distributed Time Sheet Entry, Personnel Management Consulting Service, INCODE Customer Relationship Management Apps. - Central Cash Collection, Building Projects, Business License, INCODE Mapping, INCODE Printing and Reporting Solutions - Report Writer, Forms Overlay (4 Overlays for Financials, 5 Overlays for CRM, 1 Logo), Secure Signatures (includes 2 signatures), INCODE Content Management - Tyler Content Manager LE - Content Manager for INCODE Applications, INCODE Professional Services - Network Support, Project Management, Final Implementation, System Software, Tyler Content Manager- License Fee, User and Retrieval Licenses - Full Use Licenses (Concurrent License), Retrieval License (Concurrent License), Tyler web License, Document Capture License-Scan Station License, Professional Services - Project Management, Software Configuration and Training.

3. **USE:**

Financial and Administrative Management

4. **PROPERTY LOCATION:**

395 S. Main Street, Camp Verde, AZ 86322

5. **BILLING ADDRESS:**

Invoicing shall be to the following address: 395 S. Main Street, Camp Verde, AZ 86322

6. **INSURANCE:** Lessee certifies that property and liability insurance has been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement. Lessor will be designated loss payee until Lessee is notified, in writing, to substitute a new loss payee.

Company insured? **Yes**

Elect to self-insure in accordance with Section 10 of the Agreement? **No**

7. **MAINTENANCE:** In accordance with Section 6 of the Agreement, Lessee agrees to, at its own expense, service, repair and maintain the Property for the term of the Agreement as follows:

Maintenance contract? **Yes**

Elect to self-maintain? **No**

LESSEE

Town of Camp Verde
395 S. Main Street
Camp Verde, AZ 86322

By: Bob Burnside
Title: Mayor
Accepted: 01/05/2011

INSURANCE CERTIFICATE

Lessee certifies that property and liability insurance, if applicable, have been secured in accordance with the Agreement and such coverage will be maintained in full force for the term of the Agreement.

Lessor should be designated as loss payee and additional insured until Lessee is notified, in writing, to substitute a new loss payee or additional insured. Insurance must be "replacement value" and in an amount not less than \$200,324.00

Please provide the following insurance information:

Insurance Agent's Name: Ed Bantel
Company Name: Southwest Risk Services/Arizona Municipal Risk Ret
Company Address: 14902 North 73rd Street
Company City, State & Zip: Scottsdale, AZ 85260-
Telephone Number: (602) 368-6618
Policy Number: AM 1513

EQUIPMENT SCHEDULE

INCODE Financial Applications - Core financials (GL, Budget Prep, Bank Recon, JE Import, Exporter, AP) GASB MSDE Module with Adjustments and Reporting-21 Combining Statements for CAFR - Positive Pay, Purchasing, Fixed Assets, Project Accounting, Financial Consulting Services, INCODE personnel Management Systems - Personnel Management - Payroll & Human Resources, FMLA Leave Tracking, Benefits Administration, Position Control / Budgeting, Applicant Tracking, Distributed Time Sheet Entry, Personnel Management Consulting Service, INCODE Customer Relationship Management Apps. - Central Cash Collection, Building Projects, Business License, INCODE Mapping, INCODE Printing and Reporting Solutions - Report Writer, Forms Overlay (4 Overlays for Financials, 5 Overlays for CRM, 1 Logo), Secure Signatures (includes 2 signatures), INCODE Content Management - Tyler Content Manager LE - Content Manager for INCODE Applications, INCODE Professional Services - Network Support, Project Management, Final Implementation, System Software, Tyler Content Manager- License Fee, User and Retrieval Licenses - Full Use Licenses (Concurrent License), Retrieval License (Concurrent License), Tyler web License, Document Capture License-Scan Station License, Professional Services - Project Management, Software Configuration and Training,

LESSEE

Town of Camp Verde
395 S. Main Street
Camp Verde, AZ 86322

By: Bob Burnside
Title: Mayor

GOVERNMENTAL LEASE-PURCHASE RESOLUTION

A RESOLUTION REGARDING A LEASE PURCHASE AGREEMENT FOR THE PURPOSE OF PROCURING

Financial and Administrative Information Systems Software and Hardware

WHEREAS, Town of Camp Verde (the "Lessee") desires to enter into that certain Lease-Purchase Agreement dated as of 01/05/2011 by and between the Lessee and DivLend Equipment Leasing, L.L.C. for the purpose of procuring any personal property. The Lessee desires to designate this Agreement as a "qualified tax exempt obligation" of the Lessee for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The Lessee desires to designate Bob Burnside, Mayor and Russell Martin, Town Manager as authorized signers of the Agreement.

Now therefore, be it resolved by the Town Council of the Lessee:

Section 1. That the Lessee enters into a Lease Purchase Agreement with DivLend Equipment Leasing, L.L.C. for the purpose of procuring: Financial and Administrative Information Systems Software and Hardware.

Section 2. That the Lease Purchase Agreement dated as of 01/05/2011, by and between the Lessee and DivLend Equipment Leasing, L.L.C. is designated by the Lessee as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Lessee designate Bob Burnside, Mayor, Russell Martin, Town Manager as authorized signers of the Lease Purchase Agreement dated as of 01/05/2011, by and between the Lessee and DivLend Equipment Leasing, L.L.C..

PASSED AND APPROVED by the Town Council of the Lessee in a meeting held

on _____

BY: _____

PRINT
NAME: _____

TITLE: _____

SEAL

ATTEST

BY: _____

PRINT
NAME: _____

TITLE: _____

EXHIBIT A

Description of Property

This Equipment Schedule is Annexed to and made a part of the Governmental Lease Purchase Agreement dated 01/05/2011 by and between DivLend Equipment Leasing, L.L.C. as Lessor and Town of Camp Verde as Lessee (the "Master Lease").

THIS SCHEDULE IS ISSUED PURSUANT TO THE MASTER LEASE REFERENCED ABOVE BETWEEN LESSEE AND LESSOR. ALL OF THE TERMS AND CONDITIONS OF THE MASTER LEASE AND MODIFICATIONS THEREOF ARE INCORPORATED HEREIN AND MADE A PART HEREOF AS IF SUCH TERMS AND CONDITIONS WERE SET FORTH IN THIS SCHEDULE. BY THEIR EXECUTION AND DELIVERY OF THIS SCHEDULE, THE PARTIES HEREBY REAFFIRM ALL OF THE TERMS AND CONDITIONS OF THE MASTER LEASE.

THIS IS THE ONLY ORIGINAL LEASE SCHEDULE NO. _____. ALL OTHER COPIES OF THIS LEASE SCHEDULE NO. _____ ARE XEROGRAPHIC COPIES ONLY. ONLY THIS "ORIGINAL" IS REQUIRED TO PERFECT, BY POSSESSION, A SECURITY INTEREST IN THIS LEASE SCHEDULE AS CHATTEL PAPER UNDER THE UCC.

INCODE Financial Applications - Core financials (GL, Budget Prep, Bank Recon, JE Import, Exporter, AP) GASB MSDE Module with Adjustments and Reporting-21 Combining Statements for CAFR - Positive Pay, Purchasing, Fixed Assets, Project Accounting. Financial Consulting Services, INCODE Personnel Management Systems - Personnel Management - Payroll & Human Resources, FMLA Leave Tracking, Benefits Administration, Position Control / Budgeting, Applicant Tracking, Distributed Time Sheet Entry, Personnel Management Consulting Service, INCODE Customer Relationship Management Apps. - Central Cash Collection, Building Projects, Business License, INCODE Mapping, INCODE Printing and Reporting Solutions - Report Writer, Forms Overlay (4 Overlays for Financials, 5 Overlays for CRM, 1 Logo), Secure Signatures (includes 2 signatures), INCODE Content Management - Tyler Content Manager LE - Content Manager for INCODE Applications, INCODE Professional Services - Network Support, Project Management, Final Implementation, System Software, Tyler Content Manager- License Fee, User and Retrieval Licenses - Full Use Licenses (Concurrent License), Retrieval License (Concurrent License), Tyler web License, Document Capture License-Scan Station License, Professional Services - Project Management, Software Configuration and Training,

LESSEE

Town of Camp Verde
395 S. Main Street
Camp Verde, AZ 86322

By: Bob Burnside
Title: Mayor

EXHIBIT B

Payment Description

The first payment in the amount of \$3,852.69 and the last payments in the amount of \$3,852.69 together totaling \$7,705.38 are due at the signing of the lease, followed by fifty-eight (58) monthly payments in the amount of \$3,852.69 due beginning February 5th, 2011 and continuing monthly thereafter. Upon receipt of all regularly scheduled payments, Lessee may purchase the property contained in Exhibit A of this lease agreement for the sum of \$1.00.

LESSEE

Town of Camp Verde
395 S. Main Street
Camp Verde, AZ 86322

By: Bob Burnside
Title: Mayor

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code section 149(e)
 See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority If Amended Return, check here

1 Issuer's name Town of Camp Verde	2 Issuer's employer identification number 86 0573698
3 Number and street (or P.O. box if mail is not delivered to street address) 395 S. Main Street	Room/suite 4 Report number 3
5 City, town, or post office, state, and ZIP code Camp Verde	6 Date of issue
7 Name of issue	8 CUSIP number
9 Name and title of officer or legal representative whom the IRS may call for more information Bob Burnside, Mayor	10 Telephone number of officer or legal representative (928) 567-6631

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule

11 <input type="checkbox"/> Education	11
12 <input type="checkbox"/> Health and hospital	12
13 <input type="checkbox"/> Transportation	13
14 <input type="checkbox"/> Public safety	14
15 <input type="checkbox"/> Environment (including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input checked="" type="checkbox"/> Other. Describe INCODE Financial and Administrative Software System	18 \$200,324.00
19 If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to currently refund prior issues	27
28 Proceeds used to advance refund prior issues	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	years
33 Enter the last date on which the refunded bonds will be called	
34 Enter the date(s) the refunded bonds were issued	

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a
b Enter the final maturity date of the guaranteed investment contract	37a
37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer and the date of the issue	
38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>	
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>	
40 If the issuer has identified a hedge, check box <input type="checkbox"/>	

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Sign Here

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____



Town of Camp Verde - POV

<u>Payment #</u>	<u>Date</u>	<u>Payment</u>	<u>Purchase Option Value</u>
1 & 60	1/5/2011	\$ 7,705.38	
2	2/5/2011	\$ 3,852.69	
3	3/5/2011	\$ 3,852.69	
4	4/5/2011	\$ 3,852.69	
5	5/5/2011	\$ 3,852.69	\$ 190,908.09
6	6/5/2011	\$ 3,852.69	\$ 187,671.87
7	7/5/2011	\$ 3,852.69	\$ 184,405.65
8	8/5/2011	\$ 3,852.69	\$ 181,148.44
9	9/5/2011	\$ 3,852.69	\$ 177,861.84
10	10/5/2011	\$ 3,852.69	\$ 174,583.50
11	11/5/2011	\$ 3,852.69	\$ 171,294.57
12	12/5/2011	\$ 3,852.69	\$ 167,977.18
13	1/5/2012	\$ 3,852.69	\$ 164,666.92
14	2/5/2012	\$ 3,852.69	\$ 161,328.81
15	3/5/2012	\$ 3,852.69	\$ 157,997.08
16	4/5/2012	\$ 3,852.69	\$ 154,654.59
17	5/5/2012	\$ 3,852.69	\$ 151,269.09
18	6/5/2012	\$ 3,852.69	\$ 147,904.87
19	7/5/2012	\$ 3,852.69	\$ 144,514.38
20	8/5/2012	\$ 3,852.69	\$ 141,128.35
21	9/5/2012	\$ 3,852.69	\$ 137,716.69
22	10/5/2012	\$ 3,852.69	\$ 134,308.71
23	11/5/2012	\$ 3,852.69	\$ 130,889.73
24	12/5/2012	\$ 3,852.69	\$ 127,446.07
25	1/5/2013	\$ 3,852.69	\$ 124,004.92
26	2/5/2013	\$ 3,852.69	\$ 120,539.75
27	3/5/2013	\$ 3,852.69	\$ 117,076.30
28	4/5/2013	\$ 3,852.69	\$ 113,601.67
29	5/5/2013	\$ 3,852.69	\$ 110,080.32
30	6/5/2013	\$ 3,852.69	\$ 106,583.10
31	7/5/2013	\$ 3,852.69	\$ 103,063.48
32	8/5/2013	\$ 3,852.69	\$ 99,543.60
33	9/5/2013	\$ 3,852.69	\$ 96,001.98
34	10/5/2013	\$ 3,852.69	\$ 92,459.30
35	11/5/2013	\$ 3,852.69	\$ 88,905.18
36	12/5/2013	\$ 3,852.69	\$ 85,330.32
37	1/5/2014	\$ 3,852.69	\$ 81,753.18
38	2/5/2014	\$ 3,852.69	\$ 78,155.97
39	3/5/2014	\$ 3,852.69	\$ 74,555.66
40	4/5/2014	\$ 3,852.69	\$ 70,943.72
41	5/5/2014	\$ 3,852.69	\$ 67,297.95
42	6/5/2014	\$ 3,852.69	\$ 63,662.58
43	7/5/2014	\$ 3,852.69	\$ 60,008.84
44	8/5/2014	\$ 3,852.69	\$ 56,349.93
45	9/5/2014	\$ 3,852.69	\$ 52,673.33
46	10/5/2014	\$ 3,852.69	\$ 48,990.73
47	11/5/2014	\$ 3,852.69	\$ 45,296.24
48	12/5/2014	\$ 3,852.69	\$ 41,585.10
49	1/5/2015	\$ 3,852.69	\$ 37,866.70
50	2/5/2015	\$ 3,852.69	\$ 34,132.34
51	3/5/2015	\$ 3,852.69	\$ 30,389.87
52	4/5/2015	\$ 3,852.69	\$ 26,635.31
53	5/5/2015	\$ 3,852.69	\$ 22,860.31
54	6/5/2015	\$ 3,852.69	\$ 19,081.44
55	7/5/2015	\$ 3,852.69	\$ 15,288.38
56	8/5/2015	\$ 3,852.69	\$ 11,485.06
57	9/5/2015	\$ 3,852.69	\$ 7,668.26
58	10/5/2015	\$ 3,852.69	\$ 3,840.33
59	11/5/2015	\$ 3,852.69	\$ -



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: January 5, 2011

Meeting Type: Regular Session

Consent Agenda Regular Business

Agenda Title: Discussion, consideration and possible direction to the Manager to apply for a Rural Economic Development Grant through the Arizona Commerce Authority to assist in development of the Verde Valley Archeological Center project including renovation and preparation of a Main Street building for location of this center in Camp Verde.

Purpose and Background Information:

This project is presented as a result of some discussions in late December about what project the Town of Camp Verde could apply for. This project was among many good project opportunities considered during these discussions. The group that prepared the Archeological Center Project will present the grant (short turnaround for submission on January 7th). Staff is requesting Council direction to apply for this funding opportunity.

The Town's role with respect to staff time, etc, will be minimal and focused primarily on serving as a pass-through agency for the grant. Up to five percent of the grant award may cover this expense for processing invoices and reimbursement checks between the Arizona Commerce Authority (ACA) and the Archeological Center. This grant is offered in a Cost Reimbursement Sub-Grant format which typically sets a not to exceed total cost, but otherwise payment is distributed per actual expenses incurred by fiscal agent and or subcontractor. Given the Town's limited budget and the reality that these proposed expenditures were not anticipated nor included in this year's budget, the Archeological Center will likely need to incur the upfront cost until reimbursement payments are issued by the ACA. In the event partial payments are issued by ACA for first stages of project, but for some unanticipated reason the project stalls and or fails, the distributed funds will not be required to be returned to the ACA as there are no clawback provisions in this grant program. A copy of the draft one page synopsis, as prepared by the Archeological Center group in conjunction with local volunteers, is attached as it outlines some of the project objectives. A more detailed and final proposal will be advanced prior to the January 5th Council meeting.

Recommendation:

Direct the Town Manager to apply for the Rural Economic Development Grant as presented.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments

No financial contribution is necessary.

Attorney Review: Yes No N/A

Attorney Comments: N/A

Submitting Department: Administration
Action Report prepared by: R. Martin / M. Morris

Contact Person: Russ Martin

2011 ACA Grant: Town of Camp Verde: Verde Valley Archaeology Center

DRAFT

Project Description: The proposed \$400,000 grant request from Town of Camp Verde (CV) to Arizona Commerce Authority (ACA) in support of Verde Valley Archaeology Center (VVAC) is well-positioned to meet American Recovery and Reinvestment Act (ARRA) funding criterion. All allocable funds are destined to circulate locally and regionally within the proposed 8-month funding cycle, utilizing capital outlay (including equipment and supplies), renovation, operating expenses, allowable personnel costs, and professional services.

Project outcomes are defined and deliverable; the project timeline is aggressive, and positioned to leverage additional agency, organizational and private resources; regional impact of collateral business stimulation is immediate, significant and sustainable. The following synopsis is intended as a brief overview for the Town of Camp Verde, with complete funding narrative and supplemental documentation available January 5, 2011.

Management Team: Per funding requirements, the management team will consist of individuals from the VVAC Board of Directors, and/or Trustees and Advisors representing subject matter and project management expertise and experience, along with designated Town of Camp Verde staff ensuring fiscal compliance. VVAC is a 501(c)3, operating under a strategic 5-year plan & budget.

Project Outcomes: The Town of Camp Verde's decision to support development of the Verde Valley Archaeological Center will further promote local self-sufficiency, and leverage existing investment. Renovating the selected 12,850 sq. ft. site in the Main Street business district will help attract new business development, as well as encourage retention and expansion of existing businesses. Collateral business stimulation in the form of lodging, food service, retail sales, recreational and educational opportunities will augment immediate job creation at the Center. Renovation plans include exhibition areas, conference facilities, retail sales & research space, and storage of collections.

The VVAC project uniquely promotes the ability to manage community and cultural resources, while developing archaeological heritage tourism marketing strategies to encourage capital investment capable of producing local, regional, and statewide economic benefits. The concept of archaeological tourism has dramatically evolved over the last few years, creating a lucrative industry which incorporates the larger fields of ecological tourism, geotourism, and heritage tourism.

Regional Impact: In fulfilling its mission to preserve Verde Valley archaeological sites and collections, and to promote their educational, scientific and cultural use, the VVAC project is strategically positioned to provide both direct and indirect economic impact to surrounding communities (see supporting documentation from Arizona Office of Tourism (AZ 2009 Tourism Facts). The Verde Valley is a well-established archaeological area, rich in cultural resources, with continuous indigenous habitation from the archaic era (9,500 BC) to contemporary times (Sinagua, Yavapai-Apache). Camp Verde is the gateway to the Verde Valley, advantageously located for Arizona travelers on the north/south Interstate 17 corridor, w/ arterial east/west access to Hwy 260. Archaeological tourism includes all products and services associated with public archaeological promotion, including visits to archaeological sites, museums, interpretation centers, reenactments of historical occurrences, and the rediscovery of indigenous products, festivals, or theater.

Project Timeline: VVAC operates under a tactical 5-year plan & budget, which includes, but is not limited to, a Plan for Acquisition of Collections, Website (see www.verdevalleyarchaeology.com), Membership Development, Guest Lecture Series, Workshops, and more. With the infusion of capacity-building ACA/ARRA funding, the Verde Valley Archaeological Center will accelerate its development schedule, and open in September, 2011.

Draft Budget: (effective 02/01/11 – 09/30/11) Renovation: \$225,000; Personnel Costs: \$35,000; Operating Expenses: \$30,000; Capital Outlay (including equipment & supplies): \$75,000; Management & Administration: \$20,000; Professional Services: \$15,000



**TOWN OF CAMP VERDE
Agenda Action Form**

Meeting Date: January 5, 2011

Meeting Type: Regular Session

Consent Agenda – Special Announcements **Regular Business**

Reference Document: Examples

Agenda Title (be exact):

Discussion, consideration, and possible approval of the Draft Franchise Agreement with Arizona Public Service (APS), followed by direction to staff to begin negotiations with APS in order to meet the timeline for the 2011 General Election in May.

Purpose and Background Information:

The current APS franchise agreement with the Town expires in 2012. Staff contacted APS to ask if they would like to do the election during one of our regular election cycles as opposed to having a Special Election in 2012. APS is also planning an election with Cottonwood in May. Partnering in this fashion saves money for both the Town and APS.

The current franchise agreement is attached for your review. The proposed agreement in your packet is one that was just approved in Clarkdale, with the City getting more benefit and concessions, as opposed to their last agreement. It is much better than our last agreement.

The agreement must be approved no later than February 2, 2011 to meet the deadline for the General Election.

Recommendation (Suggested Motion):

Review the franchise agreement and direct staff accordingly.

Finance Review: Budgeted Unbudgeted N/A

Finance Director Comments/Fund: N/A

Attorney Review: Yes No N/A

Attorney Comments: Incorporated into the document

Submitting Department: Town Manager

Contact Person: Russ Martin

Action Report prepared by: D. Barber

FRANCHISE AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

TOWN OF CAMP VERDE, ARIZONA

DRAFT

Section 1. - Grant of Franchise:

There is hereby granted to Arizona Public Service Company, a corporation organized and existing under and by virtue of the laws of the State of Arizona (herein called "Grantee"), its successors and assigns, a franchise (herein called the "Franchise") to construct, maintain and operate its electrical system, as defined herein, upon, over, along, across and under the present and future public rights-of-way. These rights-of-way include but are not limited to streets, alleys, ways and highways in the Town of Camp Verde, Arizona (herein called "Town"). Grantee's system includes electric power lines, together with all necessary or desirable appurtenances, including, but not limited to, poles, towers, wires, cables, conduits, transmission lines, transformers, switches and communication lines for its own use. This Franchise is for Grantee's use of Town's public rights-of-way to supply and deliver electric energy to Town, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof, for all purposes. This Franchise includes the right to use public rights of way for telecommunication services incidental to supplying electricity and for Grantee's own use. However, this Franchise does not include the right to use public rights-of-way for interstate telecommunications and/or interstate information services. Grantee agrees that if Grantee uses or

leases to others, the wires, cables or lines for any purpose other than supplying electric services, before such use or lease, Grantee or Grantee's lessee must apply for and obtain a separate license.

Section 2. – Grantee's Compliance with Town Practice; Plans Submitted for Approval; Town Construction near Grantee's Facilities:

All construction under this Franchise shall be performed in accordance with established practices of Town with respect to such public rights-of-way. Such construction shall be completed within a reasonable time. Before Grantee makes any installations in the public rights-of-way, Grantee shall upon request or direction from Town obtain a construction permit and submit for approval a map showing the location of such proposed installations to Town Public Works Director. Town and Grantee agree and understand that there may be instances when Grantee is required to make repairs that are of an emergency nature. Grantee shall notify Town prior to such repairs, to the extent practicable, and shall obtain the necessary permits in a reasonable time after notification, showing the work performed in the public rights-of-way. If Town undertakes, either directly or through a contractor, any construction project adjacent to Grantee's facilities operated pursuant to the Franchise, Town shall notify Grantee of such construction project.

Section 3. – Construction and Relocation of Grantee's Facilities; Payment:

All facilities installed or constructed pursuant to this Franchise shall be so located or relocated and so erected as to minimize the interference with traffic, or other authorized uses over, under or through the public rights-of-way. Furthermore, Grantee shall not install, construct, maintain or use its facilities in a manner that damages or interferes with any existing facilities of another utility located in the public right-of-way and agrees to relocate its facilities at Grantee's

cost, if necessary, to accommodate another facility relocation that has a prior rights interest in the public rights-of-way.

Grantee shall coordinate the installation, construction, use, operation and relocation of its facilities within Town as appropriate to enable Town to better plan, facilitate and protect public safety and convenience. Without limiting the foregoing, Grantee shall provide reasonable advance notice of work hereunder to Town. Grantee shall prior to cutting any Town street:

- i. Meet with either the Town Engineer or the Town Public Works Director before Grantee begins work which will disturb the surface of the Town street, and set forth the proposed method of work and objective for the project to be accomplished by Grantee;
- ii. Propose a work method for approval by the Town Engineer or the Town Public Works Director that will not disturb or will minimize the disturbance of the surface of the Town street; and,
- iii. Adopt a construction method by mutual agreement with the Town Engineer or the Town Public Works Director that least disturbs the surface of the Town street while also considering Grantee's work objectives and cost.

Activities related to the construction of Grantee's facilities within the rights-of-way such as traffic control, backfilling, compaction and paving, and the location or relocation of lines and related facilities shall be subject to regulation by Town. Grantee shall keep accurate records of the location of all facilities in the public rights-of-way and furnish them to Town upon request. Upon completion of new or relocation construction of underground facilities in the public rights-of-way, Grantee shall, upon request or direction from Town, provide the Town Public Works

Director with corrected drawings showing the location of the underground facilities in those cases where the actual location differs from the proposed location.

Grantee shall cooperate with Town to furnish upon Town's request the actual location of such new or relocated facilities in the public rights-of-way in an electronic format compatible with Town's current electronic format. If Grantee needs to change its electronic format to be compatible with Town's format, Grantee shall do so within a reasonable time.

- A. If Town requires Grantee to relocate Grantee's facilities which are located in private easements obtained by Grantee prior to Town's acquisition of said property from which the facilities must be relocated, the entire cost of relocating Grantee's facilities (including the cost of purchasing a new private easement if necessary) shall be borne by Town. Town shall also bear the entire cost of all subsequent relocations of the relocated facilities required by Town, until such time as Town condemns or purchases Grantee's private easement.
- B. Except as covered in Paragraph A above, Grantee shall bear the entire cost of relocating its facilities located on public rights-of-way, the relocation of which is necessary for Town's carrying out of its governmental functions. Notwithstanding the foregoing, if Grantee is requested by the Town to perform work of a temporary nature on a governmental project to relieve construction problems which could be relieved by other means, the cost of said temporary work will be borne by Town or Town's contractor working on the governmental project. Governmental functions are those duties imposed on Town, where the duties involve a general public benefit, not in the nature of a business undertaking for the

proprietary benefit and interest of Town. By way of example only, governmental functions include, but are not limited to, the following:

1. Any and all improvements to Town's public rights-of-way;
2. Establishing and maintaining domestic and municipal water systems, sanitary sewers, pipes, storm drains, and related facilities;
3. Establishing and maintaining municipal parks, parking spaces, parkways, pedestrian malls, or grass, shrubs, trees and other vegetation for the purpose of landscaping any street or public property;
4. Providing fire protection and other public safety functions; and
5. Collection and disposal of garbage and recyclables.
6. The relocation of Grantee's facilities necessary to carry out the exercise of the Town's police power for urban renewal.

- C. Town will bear the entire cost of relocating any of Grantee's facilities, the relocation of which is necessitated by the construction of improvements by or on behalf of Town in furtherance of a proprietary function. All functions of Town which are not governmental are proprietary.
- D. If during the course of construction of a governmental function project within the rights-of-way, Town determines that Grantee's facilities are in conflict with the proposed improvement, Town shall notify Grantee of the conflict and provide Grantee with the construction plans. If Town becomes aware of a potential delay of a governmental function project caused by the failure of Grantee to timely relocate its facilities, Town shall promptly notify Grantee of the potential delay.

- E. Grantee, shall bear the entire cost of relocating any facilities regardless of the function served, where Town has a prior superior right to use the public right-of-way, or where Town facilities or other facilities occupying public right-of-way under authority of a Town permit, license or franchise, which must be relocated are already located in the public right-of-way and the conflict between the Grantee's potential facilities and the existing facilities can only be resolved expeditiously as determined by Town, by the movement of the existing Town or permittee facilities.
- F. If Town participates in the cost of relocating Grantee's facilities for any reason, the cost of relocation to Town shall not include any upgrade or improvement of Grantee's facilities as they existed prior to relocation. Prior to payment, Grantee shall provide an itemization of such costs and expenditures.
- G. Town will not exercise its right to require Grantee's facilities to be relocated in an unreasonable or arbitrary manner, or to avoid its obligation under the Franchise. Town agrees to notify Grantee during the planning and design of Town's projects in rights-of-way that may require relocation of Grantee's facilities and to coordinate its construction plans and schedules with Grantee to determine the most cost-effective design to mitigate Grantee's cost to relocate its facilities.
- H. Town agrees it will not require Grantee to relocate its facilities located within the public rights-of-way without providing Grantee adequate space within the rights-of-way to relocate the facilities that must be moved.
- I. Notwithstanding any other provision in this Franchise, from the effective date of this Franchise during the term of this Franchise, if Town requires a relocation for a

governmental function and said relocation is required within five (5) years of when the facilities are originally constructed or relocated, Town shall pay the total cost of relocating the facilities; if said relocation is required within six (6) to ten (10) years of when the facilities are constructed or relocated, Town will pay 50% of the cost of relocating said facilities.

- J. Town will not plant any tree that can normally grow to a height of more than 25 feet under or adjacent to Grantee's overhead power lines in the public rights-of-way. Grantee shall have the authority to prune or remove any trees or shrubs located within or hanging over the limits of the public rights-of-way of Town that in the judgment of Grantee may interfere with the construction, or endanger the operation, of the lines and/or facilities of Grantee. Grantee shall provide reasonable advance notice to Town prior to performing routine line clearance pruning or tree removal. All said vegetation management work is to be done at Grantee's expense and pursuant to A.N.S.I. Standard A300.

Section 4. – Indemnification:

Grantee shall, to the fullest extent permitted by law, defend, indemnify, and hold Town harmless from and against any and all claims, costs, damages, expenses and losses including but not limited to attorney fees and court costs relating to, arising out of, or alleged to have resulted from the exercise of this Franchise by Grantee; provided, however, that the obligation of Grantee to indemnity shall not extend to claims, expenses and losses to the extent caused by the willful misconduct or negligent acts or omissions of Town. Grantee shall maintain throughout the term of this Franchise liability insurance and/or a program of self-retention or general assets, to adequately insure and/or protect the legal liability of Grantee with respect to the installation,

operation and maintenance of the electric power lines together with all necessary and desirable appurtenances authorized herein to occupy the public rights-of-way. Such insurance, self-retention or general asset program will provide protection for bodily injury and property damage including contractual liability and legal liability for damages arising from explosion, collapse and underground accidents. Grantee shall file with Town documentation of such liability insurance, self retention, or general asset program within 60 days following the effective date of this Franchise and thereafter upon the annual anniversary of the effective date.

Section 5. – Restoration of Rights-of-Way:

Whenever Grantee shall cause any opening or alteration whatsoever to be made for any purpose in any public right-of-way, the work shall be completed with due diligence within a reasonably prompt time. Grantee will, in a manner acceptable to Town, restore the disturbed property to substantially its former condition with comparable materials, so that the restoration meets or exceeds industry standards.

Except due to circumstances beyond Grantee's control, should such restoration, repair or replacement not be completed within a reasonable time or fails to be completed in a manner acceptable to Town, Town may, after prior notice to Grantee, perform the necessary restoration, repair or replacement either through its own forces or through a hired contractor, and Grantee agrees to reimburse Town for its expenses in so doing within thirty (30) days after its receipt of Town's invoice.

Section 6. – Franchise Fee:

Grantee shall pay to Town in consideration of the grant of this Franchise a sum equal to two percent (2%) of all revenues of Grantee, including Regulatory Assessments, but excluding transaction privilege taxes and similar governmental impositions, from the retail sales and/or

delivery by it of electric energy and other charges for services attendant to the retail sale and/or delivery of electric energy delivered through Grantee's electric distribution system within the present and any future corporate limits of Town, as shown by Grantee's billing records. Grantee shall not, however, pay said franchise fee on revenues charged to Grantee's retail customers by third party electric service providers. Said payments shall be in lieu of any and all fees, charges or exaction of any kind otherwise assessed by Town in any way associated with Grantee's use of the rights-of-way, including but not limited to, the construction of Grantee's facilities hereunder or for inspections thereof during the term of this Franchise; provided, however, if it is necessary for Town to do a third party review of a permit application, or if the Town inspector makes more than two scheduled on-site inspections when Grantee fails to meet the Town inspector, such additional review and inspection shall be subject to Town's standard fee for such services.

For the purpose of verifying amounts payable hereunder, the books and records of Grantee shall be subject to inspection by duly authorized officers or representatives of Town at reasonable times.

Beginning July 12, 2009, payment as described in the preceding paragraphs shall be payable in quarterly amounts within 30 days after the end of each calendar quarter ("the Delinquent Date"). If the payment is later than the Delinquent Date, a 2% penalty will be added, and interest of 1.5% monthly shall occur on the entire amount due. The penalty and interest may be waived by Town if the failure to pay by the Delinquent Date was the result of a casualty that renders Grantee unable to compute the liability from business records; provided, however, Grantee in such event must file an estimated payment by the Delinquent Date to avoid penalty and interest charges. Based on a history of prior on-time payments, Town may waive the penalty and interest.

Notwithstanding the provisions of this Franchise, if during the term of this Franchise Grantee enters into any electric franchise with any other municipality in Arizona during the term of this Franchise that provides for a higher percentage of Grantee's revenues than two percent (2%) or includes more categories of revenues than set forth in this Franchise, Grantee shall notify Town Council of such higher percentage or expanded revenue base. Town Council, at its sole discretion, shall have the option to, as applicable: (i) increase Grantee's franchise fee to the higher percentage rate; and/or (ii) include other revenue categories set forth in the franchise agreement Grantee has with the other entity of this State. Following Town Council's action, Grantee agrees to henceforth pay to Town a new franchise fee at the higher franchise percentage or to include the additional revenue categories.

Section 7. – Additional Fees and Taxes:

Notwithstanding any provision contained herein to the contrary, Grantee shall pay, in addition to the payment provided in Section 6, the following charges, taxes and fees as established in a code or ordinance properly adopted by Town:

- A. General ad valorem property taxes;
- B. Transaction privilege and use tax as authorized by law for Grantee's retail sales to its electric customers within the present and any future corporate limits of Town;
- C. Other charges, taxes or fees generally levied upon businesses by Town, provided said charge, tax or fee is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other businesses operated within Town.

Section 8. – Term:

This Franchise shall continue and exist for a period of twenty-five (25) years from June 3, 2009; provided, however, that either party may terminate this Franchise on its tenth anniversary

by giving written notice of its intention to do so not less than one (1) year before the date of termination. If such notice is given for the purpose of negotiating a new franchise and such negotiation is successful, the party giving the notice of termination shall be responsible for the costs of the resulting franchise election.

Section 9. – Franchise; Non-Exclusive:

This Franchise is not exclusive, and nothing contained herein shall be construed to prevent Town from granting other like or similar grants or privileges to any other person, firm or corporation.

Section 10. – Conflicting Ordinances:

Notwithstanding any other provisions hereof, all ordinances and parts of ordinances in conflict with the provisions hereof, to the extent applicable to a franchised electric public service corporation, are hereby superseded.

Section 11. – Independent Provisions:

If any section, paragraph, clause, phrase or provision of this Franchise, shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional. If Section 6 shall be adjudged invalid or unconstitutional in whole or in part by a final judgment, a new Franchise will be negotiated and brought to the public at the next scheduled General Election in the Town of Camp Verde .

Section 12. – Town Use of Facilities:

In consideration of this Franchise and the rights granted hereby, Town shall, if the following six criteria are met, have the right to place, maintain, and operate on Grantee's poles located on public rights-of-way within Town's corporate limits, any and all wires and

appurtenances (other than steps or climbing devices) for Town's fire alarm, police telephone or other municipal communications and network services utilized for governmental functions:

- A. Town must notify Grantee in writing of Town's intended use of Grantee's poles;
- B. Town shall, to the fullest extent permitted by law, defend, indemnify and hold Grantee harmless from any and all claims, costs, damages, expenses and losses, including but not limited to reasonable attorney fees and court costs relating to, arising out of, or alleged to have resulted from Town's use of Grantee's facilities pursuant to this Franchise; provided however, that such claims, expenses and losses are not the result of the willful misconduct or negligent acts or omissions of Grantee.
- C. Town's facilities and the installation and maintenance thereof must comply with the applicable requirements of the Occupational Safety and Health Act, the National Electrical Safety Code, and all other applicable rules and regulations as amended. If Town does not comply with all applicable laws, ordinances and regulations, or if Town's facilities create an immediate safety hazard, Grantee retains the right to remove or correct Town's facilities at Town's expense;
- D. Town's facilities and the installation and maintenance thereof must not cause Grantee's facilities and the installation and maintenance thereof to be out of compliance with all applicable requirements of the Occupational Safety and Health Act and the National Electrical Safety Code and all other applicable rules and regulations as amended. If Town does not comply with all applicable laws, ordinances and regulations, or if Town's facilities create an immediate safety

hazard, Grantee retains the right to remove or correct Town's facilities at Town's expense;

E. Town's use of its facilities shall not interfere with Grantee's use of Grantee's facilities, and;

F. Town shall be responsible for any incremental costs incurred by Grantee as a result of Town's use of Grantee's facilities.

Section 13. – No Third Party Beneficiaries:

There are no third party beneficiaries to this Franchise agreement between Town and Grantee.

Section 14. – Voter Approval Required:

This Franchise is subject to the approval of the electors of Town. Grantee shall pay all of the costs incurred in conducting the franchise election, except that, if one or more additional propositions are presented to the electors at such election, Grantee shall pay only that portion of Town's election expense determined by dividing all of Town's expenses by the number of issues presented on the ballot.

Section 15. – Transfer of Franchise:

The right, privilege and franchise hereby granted may not be transferred in whole or in part by the Grantee, its successors and assigns, without the prior consent of either Town or the Arizona Corporation Commission. The consent of Town is hereby given to Grantee to transfer or assign this Franchise to grantee's parent corporation, Pinnacle West Capital Corporation or one of its affiliates. Grantee will notify Town if such transfer or assignment should occur. No consent shall be required in connection with an assignment made as security pursuant to a mortgage or deed of trust or in connection with subsequent transfer made pursuant to any such instrument.

Section 16. – Mediation:

If a dispute arises out of or relates to this Agreement, or breach thereof, including, but not limited to, governmental or proprietary uses, and if the dispute cannot be settled through negotiation, the parties agree first to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within ten (10) days after settlement negotiations cease without arriving at a mutually acceptable resolution, either party may request the Presiding Judge of the Superior Court of Yavapai County to assign a mediator from a list of real estate experienced mediators maintained by the Arizona Municipal Risk Retention Pool. The mediator selected by the parties or the Presiding Judge shall be qualified by training and experience to mediate disputes of the nature arising under this Agreement and shall be impartial to both parties. The costs of mediation shall be borne equally by the parties. If mediation fails to resolve the dispute within thirty (30) days after the mediation actually commences, either party shall be free to resort to other means then available to it to resolve the dispute. If in the future, both parties agree to waive these provisions and agree to some other dispute resolution procedure, they may do so.

Section 17. – Notices:

Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) on the third business day following its deposit with the United

States Postal Service, first class and certified or registered mail, return receipt requested,
postage prepaid, addressed as follows:

- A. To Town: Town Clerk
Town of Camp Verde
473 S., Main Street, Ste. 102
Camp Verde , Arizona 86322

- B. To Arizona Public Service: Franchise Department
Arizona Public Service Company
P.O. Box 53999, M.S. 8679
Phoenix, Arizona 85072-3999

Section 17. – Adoption:

We, the undersigned, have adopted this document on the dates written below in accordance with the results of the Town of Camp Verde General Election held on May 17, 2011.

TOWN OF CAMP VERDE

ARIZONA PUBLIC SERVICE COMPANY,
An Arizona Corporation

By _____
Bob Burnside, Mayor
On behalf of the Town of Camp Verde
Date: _____

By _____
Jan H. Bennett, Senior Vice President
Energy Delivery
Date: _____

ATTEST:

Deborah Barber, Town Clerk

APPROVED AS TO FORM:

William Sims, Town Attorney

Conservation and Development Area to discuss suggestions for their Plan of Work. There are funds available for various projects and they offered assistance with projects the Town may have in this regard. Acting Town Manager Devine reported that the Tucson Medical Center has a medically equipped motor home to test for breast cancer. They would like to bring this unit to Camp Verde to offer free testing to the public. The Council concurred that this is a worthwhile project and would benefit the citizens of Camp Verde.

* APS Franchise Election - Resolution 87-26:

* Ferrest Jones, District Manager for Arizona Public Service, asked that The Town of Camp Verde grant a franchise to Arizona Public Service to furnish electrical services within the Town limits for 25 years with a 10 year opener. They will pay the Town a franchise fee equivalent to 2% of their gross revenues. Mayor Barker reported that the Council had met previously in Work Sessions with APS to discuss the verbiage of the Franchise Agreement. He explained that the Council would not be granting the franchise to APS by passing Resolution 87-26 just calling for an election on the issue. On a motion by Diehl, seconded by Reynolds, the Council voted unanimously to adopt Resolution 87-26 calling for an election for a franchise for Arizona Public Service.

ASU College of Engineering Workshop on Drainage:

Acting manager Devine reported that there was a seminar being offered in Sedona on November 23, 1987 on drainage. He recommends that the Town's Street Superintendent, Doug Jones, attend this seminar. On a motion by Shaw, seconded by Rogers, the Council voted unanimously to approve paying the registration fee for Mr. Jones to attend this meeting.

Bid Sheets for Street Work:

Temporary Town Engineer, Todd Rockwell presented the bid documents for Project 871001 and asked for Council input concerning the dates for advertising for bids for this project. Parsons stated that the original motion taken by Council called for ADOT specifications and the present bid document calls for Mag specs. Discussion followed concerning the percentage of bond that the Town would be asking from the contractors. On a motion by Parsons, seconded by Diehl, the Council voted unanimously to accept the bid sheets with amendments stating using Mag specs and asking for a 10% bond from the contractors.

MINUTES OF THE COMMON COUNCIL
TOWN OF CAMP VERDE
CAMP VERDE TOWN HALL

October 5, 1987
1:30 p.m.

The Common Council of the Town of Camp Verde, Arizona met in a Work Session at the Camp Verde Town Hall on October 5, 1987 at 1:30 p.m. to discuss the proposed Arizona Public Service Franchise Election. Mayor Barker called the meeting to order at 1:30 p.m.

Roll Call:

Bob Barker, Carol Blaich, Woody Diehl, Tap Parsons,
Marvin Reynolds, Carter Rogers and Tom Shaw

Also Present:

Acting Town Manager, Chuck Devine, Susan Marshall,
Executive Secretary, Forrest Jones, Arizona Public
Service and Terry Billingsley, Arizona Public Service

APS Franchise Election:

* The Council discussed with Mr. Jones and Mr. Billingsley the verbiage in the proposed Franchise Agreement. APS is requesting a 25 year franchise with a 10 year opener. Mr. Jones stated that APS wanted the 10 year opener and that no other communities have an opener for less than 10 years. He then stated that they would pay 2% of their gross revenues from the Town annually as their franchise fee plus will pay up to 5% if a sales tax is imposed by the Town. Following discussion, the Council decided to place this item on the agenda for the Regular Session for a vote.

Adjournment:

The meeting was adjourned at 2:25 p.m.

Susan Marshall
Susan Marshall, Executive Secretary

Approval of the Minutes of the September 2, 1987 Regular Session:

On a motion by Rogers, seconded by Reynolds, the Council voted unanimously to approve the minutes of the September 2, 1987 Regular Session.

Welcome Wagon Letter:

Mayor Barker reported that the new area hostess for Welcome Wagon had contacted him requesting a letter of endorsement from the Council. He then read her letter and stated that the Welcome Wagon is supported by local businesses. On a motion by Rogers, seconded by Diehl, the Council voted unanimously to table any action on this item until a full check can be done on this individual.

APS Franchise Election:

Mayor Barker stated that Arizona Public Service needed an election per state mandate. They will pay the Town 2% of their sales, approximately \$50,000.00 in twelve months. This 2% is not added to the bills going to the public. He reported that the Council had met with representatives from APS to discuss the language of the Franchise Agreement. Council had expressed some concerns and APS stated that they would meet with their attorneys and get back to us. Forrest Jones of APS had called Mayor Barker and asked the Council to table any action on this matter until they can get the necessary information from their legal staff. On a motion by Shaw, seconded by Rogers, the Council voted unanimously to hold in abeyance any action on the Arizona Public Service Franchise Election until APS can meet with their attorneys.

Disbursements/Accounting:

Following review and a question and answer period, on a motion by Reynolds, seconded by Diehl, the Council voted unanimously to approve the disbursements as presented.

PUBLIC HEARING - PLANNING & ZONING:

1. Final Site Plan, Parcel #403-22-007 B, 027A, HA # 003.

Applicant: Walter Killeen
Agent: Elmer Baker
Request: A Final Site Plan in order to permit the establishment of a 112,300 square foot warehouse including office space and an in-house cafeteria on 4.71 acres in a PAD Zone. Located approximately 1/4 mile of a mile east of the I-17 Highway 279 Intersection along the east side of Industrial Drive in Camp Verde.

September 2, 1987 Regular Session - Page 2:

community. The Welcome Wagon is funded by local businesses. He also reported that he had attended a meeting in Cottonwood on August 27, 1987 at the Civic Hall concerning the possibility of establishing a regional airport in the Verde Valley. A survey is being done to see if an airport will be needed in the future. He stated that there was funding available to acquire and develop airports. He will keep the public and Council informed of any developments.

Rogers stated that there were several inaccurate statements in the newspaper concerning Council matters and asked that these items be clarified.

Town Manager's Resignation:

Mayor Barker stated that on Saturday, August 29, 1987 the Council accepted Mercer Weiskotten's resignation from the position of Town Manager unofficially. Per our Ordinance 87-A11, the Town Marshal is the next in line to handle this position until the position can be filled. Mayor Barker read Mr. Weiskotten's letter of resignation. On a motion by Diehl, seconded by Reynolds, the Council voted unanimously to accept Mr. Weiskotten's resignation.

Election:

* a) APS FRANCHISE: Mayor Barker reported that the Council had met with Forest Jones and Terry Billingsley of Arizona Public Service on September 2, 1987 at 1:30 p.m. to discuss the model franchise code in detail. The Council had expressed concerns. Mr. Jones stated that they are waiting for information from their attorney concerning changes and suggested that the Council wait to take action. On a motion by Shaw, seconded by Reynolds, the Council voted unanimously to hold any action on this item until the next regularly scheduled meeting. Rogers asked that the Town obtain copies of franchise agreements from Cottonwood and Clarkdale to see how they handled these matters.

b) SALES TAX: Mayor Barker reported that Town Attorney, Ron Ramsey, is checking into the time frame required before the Council can set the date of the election concerning the Sales Tax. There will be some Work Sessions to structure the ballot and we have had assurance from the County that they are willing to assist us in any way.

Resolution 87-25 - Workman's Compensation/Deputy Reserves:

On a motion by Rogers, seconded by Parsons, the Council voted unanimously to adopt Resolution 87-25 providing workman's compensation insurance for six (6) reserve officers for the Marshal's Department. Acting Manager Devine stated that the reserves would be certified officers only.

FRANCHISE AGREEMENT

Proposed By

ARIZONA PUBLIC SERVICE COMPANY

To The

CAMP VERDE, ARIZONA, COMMON COUNCIL

Section 1. - Grant of Franchise:

There is hereby granted to Arizona Public Service Company, a corporation organized and existing under and by virtue of the laws of the State of Arizona (herein called "Grantee"), its successors and assigns, the right, privilege, and franchise to construct, maintain, and operate upon, over, along, across, and under the present and future public rights-of-way, (including bridges), in the Town of Camp Verde, Arizona (herein called "Municipality"), electric power lines, together with all necessary or desirable appurtenances (including but not limited to electric substations, poles, towers, wires, cables, transmission lines, transformers, switches and signals and telephone and telegraph wires for its own use) (herein called the "Franchise"), for the purpose of supplying electric energy to the Municipality, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof, for all purposes.

Any street lighting service furnished by the Grantee to the Municipality or to any street lighting improvement district within the Municipality shall be the subject of a separate agreement and shall not be governed by the provisions of this Franchise.

Section 2. - Grantee's Compliance With Municipality Practice; Plans Submitted for Approval; Municipality Construction Near Grantee's Facilities:

All construction under this Franchise shall be performed in accordance with established practices of the Municipality with respect to such public rights-of-way. Before Grantee makes any installations in the public rights-of-way, Grantee shall submit for approval a map showing the location of such proposed installations to the Municipality's Director of Public Works or Council.

If the Municipality undertakes either directly or through a contractor any construction project adjacent to or near the Grantee's facilities operated pursuant to this Franchise, the Municipality shall include in all such construction specifications, bids, and contracts, a requirement that, as part of the cost of the project, the contractor or his designee obtain from the Grantee the temporary removal, barricading or de-energization of the Grantee's lines or equipment, the location of which may create an unsafe condition in view of the equipment to be utilized or the methods of construction to be followed by the contractor.

Section 3. - Construction and Relocation of Grantee's Facilities; Payment:

The lines or related facilities installed or constructed pursuant to this Franchise shall be so located or relocated and so erected as to minimize the interference with traffic, or other authorized uses over, under or through the public rights-of-way. Those phases of

construction of Grantee's facilities relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of lines and related facilities herein provided for shall be subject to regulation by the Council of the Municipality. The Grantee shall keep accurate records of the location of all facilities in the public right-of-way and furnish them to the Municipality upon request. Upon completion of new or relocation construction of underground facilities in the public right-of-way, the Grantee shall provide the Director of Public Works or Council with corrected drawings showing the actual location of the underground facilities in those cases where the actual location differs significantly from the proposed location approved in the permit plans.

A. If the Municipality requires Grantee to relocate Grantee's facilities which are located in private easements or rights-of-way obtained by Grantee prior to Municipality's acquisition of the public right-of-way from which the facilities must be relocated, the entire cost of relocating Grantee's facilities (including the cost of purchasing a new private easement or right-of-way, if necessary) shall be borne by the Municipality. The Municipality shall also bear the entire cost of all subsequent relocations of the relocated facilities required by the Municipality, until such time as the Municipality condemns or otherwise purchases Grantee's private easement or right-of-way.

B. Except as covered in Paragraph A of this Section, Grantee shall bear the entire cost of relocating its facilities located with public rights-of-way, the relocation of which is necessary for Municipality's

carrying out its Governmental functions. Governmental functions are those duties imposed by the State on Municipality's, where the duties involved a general public benefit, not in the nature of a corporate or business undertaking for the corporate benefit and interest of Municipality. Government functions include, but are not limited to the following:

- (1) Any and all improvement to Municipality streets, alleys and avenues;
- (2) Establishing and maintaining sanitary sewers, storm drains and related facilities;
- (3) Establishing and maintaining Municipality parks, parkings, parkways, pedestrian malls, or grass, shrubs, trees and other vegetation for the purposes of landscaping any street or public property;
- (4) Providing fire protection;
- (5) Collection and disposal of garbage.

C. Municipality shall bear the entire cost of relocating Grantee's facilities located within public rights-of-way, a relocation of which is necessary for Municipality's carrying out its proprietary functions. All functions of Municipality, which are not governmental, are proprietary.

If the water utility company is owned by Municipality, the installation of pipe and other facilities to serve domestic water shall be considered both a governmental and proprietary function. In this case, the actual cost of relocating Grantee's facilities shall be

equally shared by Grantee and Municipality. However, if the water utility company is privately owned, neither Grantee nor Municipality shall bear the cost of relocating Grantee's facilities.

D. Where the Municipality's facilities or other facilities occupying a right-of-way under authority of a Municipality permit or license are already located in the right-of-way and a conflict between the Grantee's potential facilities and the existing facilities can only be resolved expeditiously as determined by the Director of Public Works by relocating the existing Municipality or permittee facilities, the Grantee shall bear the entire cost of relocating the existing facilities, irrespective of the function they served.

E. If the Municipality participates in the cost of relocating the Grantee's facilities for any reason, the cost of relocation to the Municipality shall not include any upgrade or improvement of Grantee's facilities as they existed prior to relocation.

F. The Municipality will not exercise its right to require Grantee's facilities to be relocated in an unreasonable or arbitrary manner, or to avoid its obligation under Section 2. The Municipality will consult with the Grantee in the planting of trees in the public rights-of-way where there are existing overhead power lines. The Grantee and the Municipality may agree to cooperate on the location and the relocation of other facilities in the public right-of-way.

G. The Grantee shall have the authority to trim trees hanging upon and over public rights-of-way of the Municipality so as to prevent the branches of such trees coming into contact with the wires and cables of the Grantee, all trimming is to be done at Grantee's expense.

Section 4. - Indemnification:

The Municipality shall indemnify and hold the Grantee harmless from any and all claims, costs, losses, or expenses incurred by the Grantee as a result of the failure of the Municipality to comply with the requirements of Section 2. Except as provided in the preceding sentence, the Grantee shall save the Municipality harmless from any expenses and losses incurred as a result of injury or damage to third persons occasioned by the exercise of this Franchise by the grantee.

Section 5. - Restoration of Rights-of-Way:

Whenever the Grantee shall cause any opening or alteration whatever to be made for any purpose in any public right-of-way the work shall be completed with due diligence within a reasonable prompt time, and the Grantee shall, upon completion of such work, restore the property disturbed to as good condition as it was prior to such opening or alteration.

Section 6. - Fees:

Grantee agrees to pay Municipality in consideration of the grant of this Franchise a sum equal to two percent (2%) of the gross receipts of Grantee from sale by it of electric energy at retail for residential and commercial purposes, as determined by Grantee's revenue classifications as most recently revised prior to the date hereof, within the present and any future corporate limits of Municipality, as shown by Grantee's billing records (the "Franchise Fee"). This Franchise Fee shall be due and payable quarterly and shall be in lieu of all fees or charges for permits or licenses issued for the construction of Grantee's facilities hereunder or for inspections thereof. For the purpose

of verifying the amounts payable hereunder, the books and records of Grantee shall be subject to inspection by duly authorized officers or representatives of Municipality at reasonable times.

Grantee may deduct from the Franchise Fee any tax or license paid by it or levied by Municipality exclusively upon utilities, up to the amount payable under the terms of this section, unless Municipality's tax ordinances authorize the utility tax to be offset by the amount of any franchise fees paid pursuant to a franchise agreement, in which event the entire 2% Franchise Fee shall be paid and the utility tax offset thereby.

The amount payable under the Franchise Fee shall not be reduced by reason of the payment of any general and valorem taxes, assessments for special improvements such as undergrounding overhead electric lines, general sales or transaction privilege license taxes, or any similar general levy measured by Grantee's receipts or sales within Municipality, provided the amount of such sales tax or similar levy may be lawfully and specifically added to Grantee's customer's bills.

Notwithstanding any provision contained herein to the contrary, the total amount of taxes, levies, assessments, and Franchise Fees paid by Grantee shall not exceed 5% of the gross receipts of Grantee from sale by it of electric energy at retail for residential and commercial purposes within the corporate limits of Municipality.

Section 7. - Additional Fees:

Notwithstanding any provision contained herein to the contrary, the Grantee shall, in addition to the payment provided in Section 6, pay any occupation tax established by the Municipality, provided the

tax is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other business operated within the Municipality.

Section 8. - Term:

This franchise shall continue and exist for a period of twenty-five (25) years from ~~NOVEMBER 25,~~ 1987, provided, however, that either party may terminate this Franchise on its tenth anniversary by giving written notice of its intentions to do so not less than one (1) year before the date of termination. If such notice is given for the purpose of negotiating a new franchise and such negotiation is successful, the party giving the notice of termination shall be responsible for the costs of the resulting franchise election.

This Franchise shall be void and of no effect if written acceptance thereof by the Grantee is not filed in the office of the Clerk of the Municipality within sixty (60) days after the Municipality's verification of the franchise election results.

Section 9. - Franchise; Non-Exclusive:

This Franchise is not exclusive, and nothing herein contained shall be construed to prevent the Municipality from granting other like or similar grants or privileges to any other person, firm or corporation.

Section 10. - Conflicting Ordinances:

All ordinances and parts of ordinances in conflict with the provisions hereof, to the extent applicable to a franchised electric public service corporation, are hereby repealed.

Section 11. - Independent Provisions:

If any section, paragraph, clause, phrase or provision of this Franchise, other than Section 6, shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise as a whole or any part of the provisions hereof other than the part so adjudged invalid or unconstitutional. If Section 6 shall be adjudged invalid or unconstitutional in whole or in part by a final judgement, this Franchise shall immediately terminate and shall be of no further force or effect.

Section 12. - Condemnation; Right Reserved by Municipality:

The Municipality reserves the right and power to purchase and condemn the plant and distribution facilities of the Grantee within the corporate limits or any additions thereto, as provided by law.

Section 13. - Municipality Use of Facility:

In consideration of this Franchise and the rights granted hereby, the Municipality shall have the right to place, maintain, and operate on the poles of the Grantee, its successors and assigns, erected and maintained upon and along the public rights-of-way any and all wires, brackets and appurtenances (other than steps or climbing devices) which the Municipality may install and/or own during the term and period of this Franchise, for its municipal fire alarm and police telephone or other municipal communication services utilized for a governmental function, free of any charges for the use of the Grantee's poles; provided however, all such systems, the installation and maintenance

thereof, shall comply with the applicable requirements of the Occupational Safety and Health Act and the National Electric Safety Code, as amended, and only after written notice to the Grantee; provided, however, that the Grantee shall assume no liability nor be put to any additional expense in connection therewith, and provided, further, that the Municipality's use thereof shall be in such manner as not to interfere with the Grantee's use of its facilities.

Section 14. - Expiration:

The Municipality and Grantee hereby expressly agree that the following provision shall survive the termination or expiration of this Franchise:

Upon the termination or expiration of the Franchise, if the Grantee shall not have acquired and accepted an extension or renewal hereof, it may remove its facilities and system within the Municipality or at its option, may continue operating its facilities and system within the Municipality, but it shall be required to obtain proper permits each time it makes additional extensions upon, over, along, across, and under the public right-of-way within the Municipality unless or until such time as a new franchise is obtained or the system and facilities are removed or are acquired by the Municipality through the exercise of its power of eminent domain.