***Town of Camp Verde Vision Statement***
*"Camp Verde is welcoming, a safe community, a vibrant economy, thoughtfully growing, and offering an exceptional quality of life."*

**AGENDA**
**TOWN OF CAMP VERDE**
**REGULAR SESSION**
**MAYOR AND COUNCIL**
**473 S. MAIN STREET, SUITE 106**
**WEDNESDAY, APRIL 15, 2026 at 6:00 P.M.**
**ZOOM MEETING LINK:**
https://us02web.zoom.us/j/86195656999?pwd=4aNdbIVbi5zMZDbdF4v3casCIGbsdO.1
**one Tap Mobile: 1-253-215-8782 or 1-346-248-7799**
**Meeting ID: 861 9565 6999**
**Passcode: 804801**

Note: Council member(s) may attend Council Sessions either in person, by telephone, or internet/video conferencing.

1. **Call to Order**

2. **Roll Call.** Council Members Brian Bolton, Robert Foreman, Robin Godwin, Jessie Murdock, Patricia Seybold, Vice Mayor Wendy Escoffier, and Mayor Marie Moore.

3. **Pledge of Allegiance**

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

   a) **Approval of the Minutes:**
      1) Special Session – March 25, 2026 at 5:00 p.m. Pg. 5
      2) Regular Session – April 1, 2026 at 6:00 p.m. Pg. 9

   b) **Set Next Meeting, Date and Time:**
      1) Work Session – April 22, 2026 at 5:00 p.m.
      2) Work Session – April 29, 2026 at 5:00 p.m.
      3) Special Session – May 6, 2026 at 5:00 p.m.
      4) Regular Session – May 6, 2026 at 6:00 p.m.
      5) Special Session – May 13, 2026 at 5:00 p.m.
      6) Regular Session – May 20, 2026 at 6:00 p.m.

   c) **Adoption of the FY27 Strategic Plan and Action Plan.** Staff Resource: Town Manager Miranda Fisher. Pg. 13

5. **Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However,

members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to ARS *§38-431.01(I)*

Arizona law prohibits any Town resource, including staff time, equipment, and anything of value to influence an election. This prohibition applies to Call to the Public at the Council meeting. You may discuss a Town issue but do not "advocate" for a specific candidate or ballot measure. Additionally, soliciting petition signatures or campaign contributions or distributing campaign materials is prohibited on Town property. The Town appreciates your efforts to help the Town comply with state law and avoid using taxpayer monies to influence an election.

6. **Summary of Current Events.** The Town Council and the Town Manager may provide brief summaries of current events and activities. These summaries are strictly for informing the public of such events and activities. The Council will not propose, discuss, deliberate or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda. Summaries may include committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai-Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Sustaining Flows, Earth Day, Camp Verde School District, Friends of the Verde River and Verde Valley Housing Advisory Committee.

7. **Special Announcements and Presentations.** All presentations are limited to 15-minutes.

   - **Administration of Oath of Office of the New Town Marshal and the Newly Hired Town Employees.** Staff Resource: Town Clerk Leah Rhodes. Pg. 33

   - **Proclamation declaring April 20-24, 2026 as Stand with Me, Be Drug Free Week.** Resource: MATFORCE Executive Director Merilee Fowler. Pg. 37

   - **Proclamation declaring April 19-25, 2026 as Volunteer Appreciation Week.** Staff Resource: Parks & Recreation Manager Shawna Figy. Pg. 39

   - **Presentation by the Tree Advisory Committee and proclamation declaring April 25, 2026 as Arbor Day in the Town of Camp Verde.** Resource: Tree Advisory Committee Chair Diane Scantlebury. Pg. 43

   - **Presentation on the 2025 Dark Sky Annual Report, including an overview of lumen calculation methodology, and proclamation declaring April 13–19, 2026 as International Dark Sky Week.** Staff Resource: Economic Development Specialist David Myers and Acting Senior Planner Cory Mulcaire. Pg. 45

8. **Discussion, consideration, and possible direction regarding the Solar Power Purchase Agreement for the Equestrian Center following the Camp Verde Arena Association vacating the facility.** Staff Resource: Town Manager Miranda Fisher. Pg. 87

9. **Public Hearing: Discussion, consideration, and possible approval of Ordinance 2025-A509, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, amending Planning and Zoning Ordinance Section 509.B.1. to align subdivision regulations with Arizona Revised Statutes regarding lot splits within recorded subdivisions.** Staff Resource: Acting Senior Planner Cory Mulcaire. Pg. 135

**Staff Comments**
**Open Public Hearing**
**Close Public Hearing**
**Council Discussion**

10. **Public Hearing: Discussion, consideration, and possible approval of Resolution 2026-1210, a right-of-way vacation for real property owned by the Town of Camp Verde, a portion of the alleyway parcel 800-15-001Z.** Staff Resource: Acting Senior Planner Cory Mulcaire. Pg. 145

**Staff Comments**
**Open Public Hearing**
**Close Public Hearing**
**Council Discussion**

11. **Adjournment**

*Note:* Upon a public majority vote of a quorum of the Town Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the purpose of discussion or consultation for legal advice with the Town Attorney as permitted by A.R.S. § 38-431.03(A)(3). Any other executive sessions will be separately included on the agenda above if an executive session will be held at the meeting.

*Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All legal action of public bodies shall occur during a public meeting. Pursuant to Town Code, Section 2-3-7.1 the Mayor shall call for a vote of the Council to allow the meeting to continue past the deadline of 10:00 p.m. The Town of Camp Verde Council Chambers is accessible to persons with disabilities. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0021.*

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Town of Camp Verde and Bashas on April 9, 2026 at 6:00 p.m. in accordance with the statement filed by the Camp Verde Town Council with the Town Clerk

Leah Rhodes

Leah Rhodes, Town Clerk

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**DRAFT MINUTES**
**TOWN OF CAMP VERDE**
**SPECIAL SESSION**
**MAYOR AND COUNCIL**
**473 S. MAIN STREET, SUITE 106**
**WEDNESDAY, MARCH 25, 2026 at 5:00 P.M.**

Note: Council member(s) may attend Council Sessions either in person, by telephone, or internet/video conferencing.

1. **Call to Order**
   Mayor Moore called meeting to order at 5:00 p.m.

2. **Roll Call.** Council Members Brian Bolton, Robert Foreman, Robin Godwin, Jessie Murdock, Patricia Seybold, Vice Mayor Wendy Escoffier, and Mayor Marie Moore.

   **Also Present**
   Town Manager Miranda Fisher, Town Attorney Trish Stuhan (participated remotely), Finance Director Michael Showers, Acting Town Marshal Daniel Jacobs (participated remotely), Parks & Recreation Manager Shawna Figy, Court Administrator Veronica Pineda, Utilities Director Lisa Vaughn, Development Services Director Christian Green and Town Clerk Leah Rhodes.

3. **Pledge of Allegiance**
   Councilor Murdock led the Pledge.

4. **Discussion, consideration and possible approval of the Town's Notice of Intent for FY27 proposed increase to Town rates, fees, or service charges.** Staff Resource: Finance Director Michael Showers and Town Manager Miranda Fisher.

   Town Manager Fisher presented an overview of proposed changes within each department related to the FY2027 adjustments to Town rates, fees, and service charges.

   The Council provided feedback and recommended revisions to the proposed rates, fees, and service charges.

   Town Manager Fisher, Town Attorney Stuhan and Town staff addressed questions and provided clarification to the Council.

   Town Manager Fisher stated a public review period will begin March 26, 2026, during which the proposed item will be available on the Town's website. A public hearing is scheduled for the May 27, 2026, Town Council meeting when the proposed Town rates, fees, and service charges will be considered for possible adoption.

On a **motion** made by Councilor Godwin, seconded by Councilor Murdock, the Council **moved to approve** Town's Notice of Intent for FY27 proposed increase to the Town rates, fees, or service charges with the changes discussed.

**Roll Call Vote:**
Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
**Motion Carried 7-0.**

5. **Discussion, consideration and possible approval of the Town's Notice of Intent for a proposed increase to the transient lodging transaction privilege tax from three-percent (3%) to eight-percent (8%).** Staff Resource; Town Manager Miranda Fisher.

Town Manager Fisher stated at the April 23, 2025 Town Council meeting, staff provided an overview of the process by which the Town may increase the Transient Lodging Transaction Privilege Tax (commonly referred to as the hotel/motel or bed tax). Town Manager Fisher noted that municipalities may adopt such an increase by ordinance by the governing body and that voter approval is not required.

Town Manager Fisher noted at the May 14, 2025, Town Council meeting, the Council reached consensus to pursue an increase to the Town's bed tax from 3% to 8%. Due to statutory noticing requirements that must be completed prior to adoption, which could not occur before adoption of the FY2026 tentative budget, it was determined that the increase would be more appropriately considered as part of the FY2027 budget process.

Additionally, Town Manager Fisher reviewed the requirements related to allocating bed tax funds for tourism-related expenditures. Manager Fisher explained that of the 8% proposal, the first 5.65% of the lodging tax rate (3.65% + 2.00%) is not subject to this statutory restriction. Only the portion of the lodging tax exceeding 5.65% must be allocated for tourism promotion and the development of tourism-related attractions, which would be 2.35%.

Town Manager Fisher stated a public hearing for the proposed bed tax is scheduled for May 27, 2026 Town Council Meeting.

Town Manager Fisher, Finance Director Showers and Development Services Director Green responded to questions from the Council.

Mayor Moore recessed the meeting for a break at 6:54 p.m., and reconvened the meeting at 7:02 p.m.

The Council provided input, discussed alternative tax rate options, and reviewed a handout prepared by Northern Arizona University outlining tax rates across various

jurisdictions.

On a **motion** made by Councilor Murdock, seconded by Councilor Foreman, the Council **moved to approve** the Town's Notice of Intent for a proposed increase to the transient lodging transaction privilege tax from three-percent (3%) to eight-percent (8%).

**Roll Call Vote:**
Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
**Motion Carried 7-0.**

**6. Adjournment**

Mayor Moore adjourned the meeting at 7:27 p.m.

_____ _____
Mayor Marie Moore Attest: Leah Rhodes, Town Clerk

**CERTIFICATION**

I, Town Clerk Leah Rhodes, hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Special Session of the Town Council of Camp Verde, Arizona, held on March 25, 2026. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2026.

_____
Leah Rhodes, Town Clerk

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**DRAFT MINUTES**
**TOWN OF CAMP VERDE**
**REGULAR SESSION**
**MAYOR AND COUNCIL**
**473 S. MAIN STREET, SUITE 106**
**WEDNESDAY, APRIL 1, 2026 at 6:00 P.M.**

Note: Council member(s) may attend Council Sessions either in person, by telephone, or internet/video conferencing.

1. **Call to Order**
Mayor Moore called meeting to order at 6:00 p.m.

2. **Roll Call.** Council Members Brian Bolton, Robert Foreman, Robin Godwin, Jessie Murdock, Patricia Seybold, Vice Mayor Wendy Escoffier, and Mayor Marie Moore.

**Also Present**
Town Manager Miranda Fisher, Town Attorney Trish Stuhan and Town Clerk Leah Rhodes.

3. **Pledge of Allegiance**
Councilor Godwin led the Pledge.

4. **Consent Agenda –** All those items listed below may be approved by one motion 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 (Public Portion) – March 11, 2026 at 5:00 p.m.
2) Work Session – March 12, 2026 at 9:00 a.m.
3) Regular Session (Public Portion) – March 18, 2026 at 6:00 p.m.

b) **Set Next Meeting, Date and Time:**
1) Regular Session – April 15, 2026 at 6:00 p.m.
2) Work Session – April 22, 2026 at 5:00 p.m.
3) Work Session – April 29, 2026 at 5:00 p.m.
4) Regular Session – May 6, 2026 at 6:00 p.m.

On a **motion** made by Vice Mayor Escoffier, seconded by Councilor Seybold, the Council **moved to approve** the consent agenda as stated.

**Roll Call Vote:**
Councilor Bolton: aye
Councilor Seybold: aye

Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
**Motion Carried 7-0.**

5. **Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action.(Pursuant to ARS *§38-431.01(I)*
There were no speakers.

6. **Summary of Current Events.** The Town Council and the Town Manager may provide brief summaries of current events and activities. These summaries are strictly for informing the public of such events and activities. The Council will not propose, discuss, deliberate or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda. Summaries may include committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai-Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Sustaining Flows, Earth Day, Camp Verde School District, Friends of the Verde River and Verde Valley Housing Advisory Committee.
The Mayor, Council and Town Manager reported on current events.

7. **Special Announcements and Presentations.** All presentations are limited to 15-minutes.

   - **Presentation of Citizens' Academy Graduation Certificate to Stephanie Holt.**
     Staff Resource: Special Initiatives Manager Cliff Bryson.
     Town Manager Fisher presented Stephanie Holt with a Certificate of Graduation for completing the Citizens' Academy on December 9, 2025, in recognition of her achievement since she was unable to attend the graduation ceremony.

   - **Presentation by Local First Arizona outlining the services and support they provide.** Resource: Sustainable Small Business Program Manager Lisa Page and Director of Rural Development Jenna Rowell.

Lisa Page, Sustainable Small Business Program Manager, and Jenna Rowell, Director of Rural Development from Local First Arizona provided an overview of the services and support they offer, with a focus on opportunities that may benefit the Camp Verde community and local business environment.

- **Parks and Recreation Q1 2026 Update.** Resource: Vice Chair Mary Hughes.

  Parks and Recreation Commission Vice Chair Hughes presented the 2026 Quarter One updates from the Parks and Recreation Commission to the Council.

- **Planning and Zoning Commission Q1 2026 Update.** Resource: Chair Bill Tippett.

  Planning and Zoning Commission Chair Tippitt presented the 2026 Quarter One updates from the Planning and Zoning Commission to the Council.

- **Proclamation declaring the month of April 2026 as National 9-1-1 Education Month.** Staff Resource: Dispatch Supervisor Marie Carpenter.

  Mayor Moore proclaimed the month of April 2026 as National 9-1-1 Education Month and presented the proclamation to Lead Dispatcher Angela Whitman.

- **Proclamation declaring April 12-18, 2026 as National Public Safety Telecommunicators Week.** Staff Resource: Dispatch Supervisor Marie Carpenter.

  Mayor Moore proclaimed April 12-18, 2026 as National Public Safety Telecommunicators Week and presented the proclamation to Lead Dispatcher Angela Whitman.

  **Proclamation declaring the month of April 2026 as Fair Housing Month**. Staff Resource: CIP Manager Martin Smith.

  Mayor Moore proclaimed the month of April 2026 as Fair Housing Month and presented the proclamation to CIP Manager Martin Smith.

- **Proclamation declaring April 11-17, 2026 as the Week of the Young Child**. Staff Resource: Town Clerk Leah Rhodes.

  Mayor Moore proclaimed April 11-17, 2026 as the Week of the Young Child and presented the proclamation to First Things First Yavapai Regional Partnership Council Member Joe Donaldson.

8. **Review and discussion of the draft FY27 Strategic Plan and Action Plan.** Staff Resource: Town Manager Miranda Fisher.

   Town Manager Fisher highlighted new strategic focus areas for FY27: legislative



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advocacy, infrastructure capacity, strategic growth and economic vitality, revenue stability, and workforce development. Each of the five areas includes three defined goals, supported by corresponding action plans developed by Town staff.

Town Council did not have any feedback on the draft FY27 Strategic Plan and Action Plan. Mayor Moore directed staff to agendize the plans for adoption at the April 15, 2026, Town Council meeting.

Mayor Moore read Item 9

A **motion** was made by Councilor Murdock to go into Executive Session at 6:58 p.m. for Item 9. Vice Mayor Escoffier seconded the motion.

**Roll Call Vote:**
Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
**Motion Carried 7-0.**

9. **An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) for discussion or consultation for legal advice with the Town Attorney and to consider its position in pending litigation. The purpose of the executive session is for the Town Attorney to update Council regarding the status of pending notices of claims and litigation matters commenced against the Town.** Resource: Town Attorney Trish Stuhan.

10. **Adjournment**
Mayor Moore adjourned the meeting at 7:29 p.m.

_____ _____
Mayor Marie Moore Attest: Leah Rhodes, Town Clerk

**CERTIFICATION**
I, Town Clerk Leah Rhodes, 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 April 1, 2026. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2026.

_____
Leah Rhodes, Town Clerk

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# Town Council
# Agenda Information Memorandum

**Meeting Date:** April 15, 2026

**Agenda Item Type:**
☒ Consent Agenda ☐ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

**Requesting Department:** Town Manager **Staff Resource:** Town Manager Miranda Fisher

**Agenda Title:** Adoption of the FY27 Strategic Plan and Action Plan.

**Attached Documents:** Draft FY27 Strategic Plan and Action Plan

**Estimated Presentation Time:** N/A **Estimated Discussion Time:** N/A

**Reviewed By:**
☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

**Financial Review** (if applicable)**:**

- Funding Source / GL Account Number:
- Approved in the FY26 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

**Background Information:**
The Town of Camp Verde Strategic Plan was originally developed collaboratively by Council and staff in January 2024 and serves as the guiding framework for organizational priorities over a five-year horizon.

During the March 12, 2026 Strategic Planning Session, Council revisited and updated its priorities for the FY25–FY30 Strategic Plan. These updates reflect evolving community needs, organizational capacity, and long-term objectives.

The FY2027 Action Plan has been developed by staff to align with this direction and provides clear, actionable steps to advance Council's priorities in the upcoming fiscal year.

At the April 1, 2026 meeting, Council reviewed the draft FY27 Strategic Plan and Action Plan and noted no requested or desired changes. As such, the FY27 Strategic Plan and Action Plan is returning to Council for adoption at the April 15, 2026 meeting.

**Question(s) before the Council:**

- Does Council have any questions for staff?

**Proposed Motion(s):**

I move to **APPROVE** the FY27 Strategic Plan and Action Plan as presented.

OR

I move to **APPROVE** the FY27 Strategic Plan and Action Plan as presented **with the following changes...**



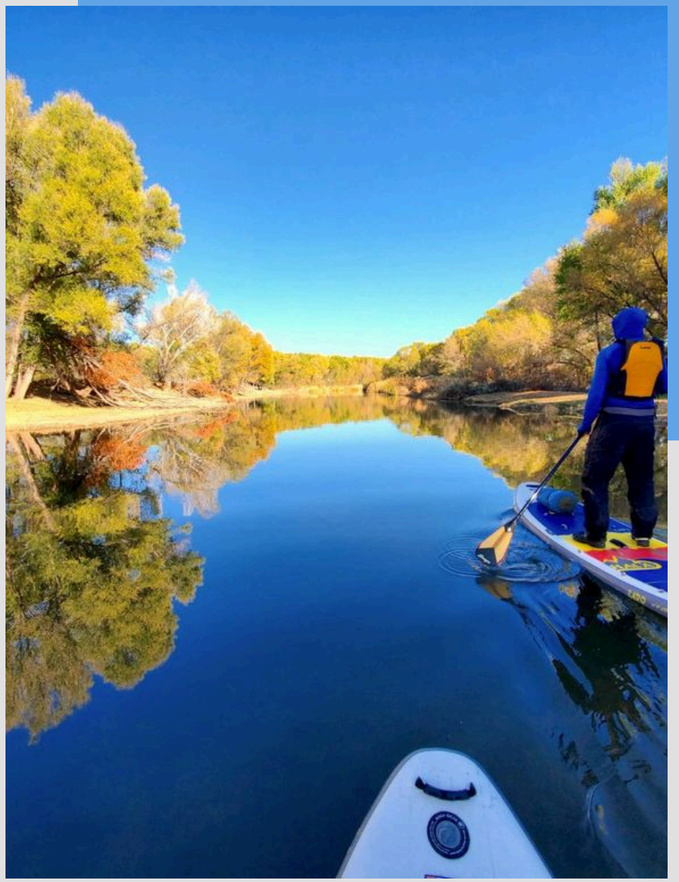
# FY2027 STRATEGIC PLAN

# Strategic Plan

The Town of Camp Verde Strategic Plan was originally developed by Council and staff in January 2024 and updated during a one-day work session in March 2026. At that time, Council update its priorities for the FY25–30 Strategic Plan, and staff developed the FY2027 Action Plan to align specific, measurable goals with that direction.

This plan identifies key priorities requiring strategic focus over the next 3–5 years. It is not intended to capture all operations, but rather to guide investment and effort in areas of greatest importance. As a living document, action items will be updated annually, and focus areas will evolve as priorities are achieved and new needs emerge.

The Strategic Plan is grounded in the Town's Vision, Mission, and Core Values. Together, these elements guide decision-making, organizational actions, and long-term success for the Camp Verde community.



# Vision & Mission

## VISION

Camp Verde is welcoming; a safe community, a vibrant economy, thoughtfully growing, and offering an exceptional quality of life.

## MISSION

We serve by honoring our past and embracing our future.

# Core Values

Respect, Sustainability, Accountability, Collaboration, Leadership, Integrity, Excellence, and Diversity.



# Strategic Focus Areas

01

**Legislative Advocacy**

02

**Infrastructure Capacity**

03

**Strategic Growth & Economic Vitality**

04

**Revenue Stability**

05

**Workforce Development**

# Legislative Advocacy Goals



Develop and implement a coordinated legislative advocacy strategy that identifies and prioritizes key issues impacting Camp Verde.



Strengthen relationships with state legislators, agencies, and regional partners by leveraging partnerships

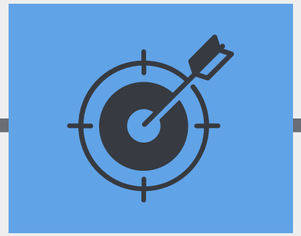


Pursue cross-jurisdictional collaboration to proactively represent the Town’s interests, influence policy outcomes, and expand access to resources.

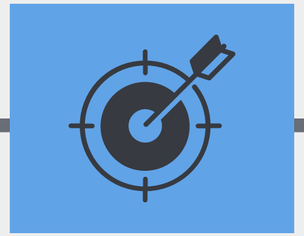
# Legislative Advocacy Action Plan

| Action Item | Responsible Department |
|---|---|
| Develop and adopt an annual legislative agenda identifying priority bills and policy positions for each session. | Town Council |
| Coordinate with regional partners to align advocacy efforts and address shared priorities. | Town Council |
| Implement a system to track and monitor legislation impacting Camp Verde. | Town Manager |
| Evaluate and pursue additional capacity, such as a contract lobbyist, to strengthen legislative engagement. | Town Manager |
| Establish and maintain relationships with leadership across key Arizona state agencies. | Town Council / Town Manager |
| Host regular “Camp Verde at the Capitol” and local engagement opportunities to communicate Town priorities. | Town Council / Town Manager |
| Increase participation and influence within the League of Arizona Cities and Towns, including representation in leadership roles. | Town Council |

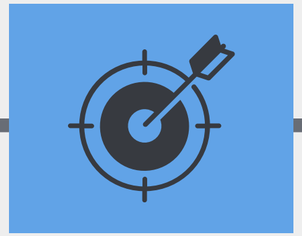
# Infrastructure Capacity Goals



Expand water storage capacity to support current demand and future growth.



Extend and strategically expand the sewer system to support economic development, protect public health, and safeguard environmental resources.



Maintain, repair, and modernize existing utility infrastructure to ensure long-term reliability, efficiency, and service continuity.

# Infrastructure Capacity Action Plan

| Action Item | Responsible Department |
|---|---|
| Design and initiate construction of the Verde Commercial water storage tanks to increase system capacity and reliability. | Utilities |
| Execute a development agreement and complete the transfer of the Verde Valley Community Development Organization property to secure a future water storage site. | Utilities |
| Evaluate and consider amendments to the Planning & Zoning Ordinance to require water storage systems in new developments. | Utilities / Community Development |
| Secure funding for the acquisition of the High View property designated for future well and water storage infrastructure. | Utilities / Finance |
| Complete installation of arsenic treatment systems at the Mongini well site to ensure regulatory compliance and water quality. | Utilities |
| Adopt the Rural Water Management Ordinance to guide sustainable water use and future development. | Utilities / Community Development |

# Infrastructure Capacity Action Plan

| Action Item | Responsible Department |
|---|---|
| Establish a Municipal Improvement District (MID) along the Highway 260 corridor to support infrastructure expansion. | Utilities / Finance / Town Manager |
| Complete final design and initiate construction of Phase 1 of the Highway 260 sewer extension project. | Utilities |
| Reassess and update the long-term buildout plan for the Wastewater Treatment Plant to align with projected growth and capacity needs. | Utilities |
| Promote and facilitate participation in county cesspool funding programs to improve environmental and public health outcomes. | Utilities |
| Actively pursue grant funding opportunities to support infrastructure development, replacement, repair, and system resiliency. | Utilities / Finance |

# Strategic Growth & Economic Vitality Goals



Streamline and modernize the development review process to improve efficiency, predictability, and customer service.



Strengthen targeted business attraction and retention efforts that align with Camp Verde’s economic vision and community character.



Proactively market Camp Verde to support economic growth, tourism, and investment opportunities.

# Strategic Growth & Economic Vitality Action Plan

| Action Item | Responsible Department |
|---|---|
| Adopt and implement the comprehensive Planning & Zoning Ordinance, including updated development review standards. | Community Development |
| Implement the Versaterm customer service platform within Community Development to enhance service delivery and capture real-time customer feedback. | Community Development |
| Develop GIS-based infrastructure layers that integrate Capital Improvement Projects to provide developers with visibility into planned infrastructure. | Utilities / Public Works / Community Development |
| Finalize and maintain a comprehensive vacant parcel inventory to support development and marketing initiatives. | Community Development / Economic Development |
| Implement the Town's Wayfinding Plan and initiate installation of priority signage following ADOT approval. | Economic Development / Community Development / Public Works |
| Issue at least one monthly press release highlighting Camp Verde's economic development initiatives and community assets. | Economic Development |

# Strategic Growth & Economic Vitality Action Plan

| Action Item | Responsible Department |
|---|---|
| Define target industry sectors and identify top 20 prospective businesses within five key sectors, and leverage a national broker network (top 600 list) to actively market key commercial properties and support targeted business recruitment. | Economic Development |
| Participate in at least one trade show per quarter to support targeted business attraction and economic development efforts. | Economic Development |
| Develop and deliver a quarterly small business and economic development program providing training, tools, and marketing support. | Economic Development |
| Establish regular in-person outreach, connecting with at least ten local businesses per month to strengthen relationships and provide support services. | Economic Development |
| Develop and launch a comprehensive community events calendar and platform to better coordinate and promote Town events across departments. | Economic Development / Parks & Recreation |
| Conduct at least two familiarization tours annually with commercial brokers and prospective businesses to showcase development opportunities. | Economic Development |

# Revenue Stability Goals



Implement a centralized grants management program to identify, pursue, and administer external funding opportunities.



Strengthen long-term financial sustainability through diversified revenue strategies and proactive financial planning.

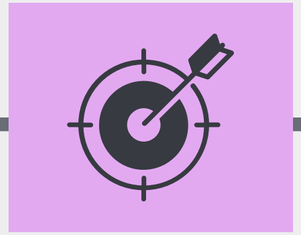


Explore and leverage public-private partnerships to support strategic infrastructure and community investment.

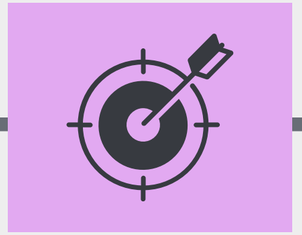
# Revenue Stability Action Plan

| Action Item | Responsible Department |
|---|---|
| Hire a dedicated Grants Manager to proactively pursue, secure, and administer all Town grant opportunities. | Town Manager |
| Implement a centralized grants tracking system to monitor awards, compliance, and match funding impacts for future budget planning. | Town Manager / Finance |
| Finalize and adopt a comprehensive grant management policy in alignment with the Thriving Communities framework. | Town Manager / Finance |
| Evaluate and implement diversified revenue opportunities, including user fees, cost recovery models, and enterprise fund adjustments. | Finance |
| Develop a GIS-based buildout strategy for the Highway 260 corridor to identify and prioritize opportunities for public-private partnerships aligned with future development. | Economic Development / Utilities |
| Expand sponsorship opportunities for key Town events, including festivals, State of the Town, and the 40th Anniversary, to increase external funding support. | Economic Development / Parks & Recreation |
| Leverage the See My Legacy platform to develop and implement targeted fundraising and partnership campaigns. | Parks & Recreation |

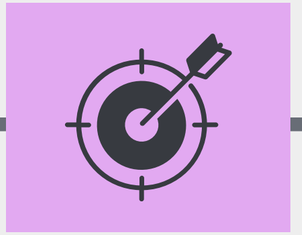
# Workforce Development Goals



Improve compensation structures to remain competitive in the regional labor market and attract and retain high-quality employees.



Evaluate and enhance employee benefits to support workforce stability, recruitment, and retention.



Expand training, professional development, and leadership opportunities to strengthen organizational capacity.

# Workforce Development Action Plan

| Action Item | Responsible Department |
|---|---|
| Conduct a comprehensive market compensation analysis and present findings to Council and the community. | Human Resources |
| Implement FY27 compensation adjustments, including market alignment, cost-of-living adjustments (COLA), and merit-based increases. | Town Manager / Finance / Human Resources |
| Establish a structured step plan for the Camp Verde Marshal's Office (CVMO) to maintain competitiveness with regional agencies. | Town Manager / Finance / Human Resources |
| Expand employee education and communication on benefits through quarterly benefits and wellness updates. | Human Resources |
| Develop and distribute individualized total compensation statements outlining wages and the full value of employee benefits. | Human Resources |
| Conduct a cost-benefit analysis of current health insurance plans to ensure competitiveness and fiscal sustainability. | Human Resources |

# Workforce Development Action Plan

| Action Item | Responsible Department |
|---|---|
| Reestablish and enhance the Employee Assistance Fund to provide flexible support for employee needs. | Human Resources / Finance |
| Review and update paid time off policies, including modernization of the holiday leave program. | Human Resources / Finance |
| Launch an Emerging Leaders Academy to support development of mid-level and aspiring leaders. | Town Manager / Human Resources |
| Develop a department-driven training matrix that identifies required certifications and training to inform budget planning. | All Departments |
| Conduct a comprehensive skills gap analysis to assess workforce capabilities and align training and recruitment strategies accordingly. | All Departments |

# THANK YOU

# Town Council
# Agenda Information Memorandum

**Meeting Date:** April 15, 2026

**Agenda Item Type:**

☐ Consent Agenda ☒ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

**Requesting Department:** Town Clerk **Staff Resource:** Town Clerk Leah Rhodes

**Agenda Title:** Administration of Oath of Office of the New Town Marshal and Newly Hired Town Employees.

**Attached Documents:** Oaths of Office

**Estimated Presentation Time:** 5 minutes **Estimated Discussion Time:** 5 minutes

**Reviewed By:**

☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

**Financial Review** (if applicable)**:**

- Funding Source / GL Account Number: N/A
- Approved in the FY25 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

**Background Information:**

The employees will take their Oath of Office at the Town Council Meeting.

# TOWN OF CAMP VERDE

*GENERAL OATH OF OFFICE*
*STATE OF ARIZONA, COUNTY OF YAVAPAI*
*TOWN OF CAMP VERDE*

I, **DANIEL JACOBS, TOWN MARSHAL,** DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA, AND THE CONSTITUTION AND THE LAWS OF THE STATE OF ARIZONA, THAT I WILL BEAR TRUE FAITH AND ALLEGIANCE TO THE SAME AND DEFEND THEM AGAINST ALL ENEMIES, FOREIGN AND DOMESTIC, AND THAT I WILL FAITHFULLY AND IMPARTIALLY DISCHARGE THE DUTIES OF MY POSITION FOR THE TOWN OF CAMP VERDE, ARIZONA, ACCORDING TO THE BEST OF MY ABILITY, I DO SO AFFIRM.

DATE

SIGNATURE

*Subscribed and sworn before me on this 15th day of April 2026.*

Leah Rhodes, Town Clerk
Town of Camp Verde

# TOWN OF CAMP VERDE

*GENERAL OATH OF OFFICE*
*STATE OF ARIZONA, COUNTY OF YAVAPAI*
*TOWN OF CAMP VERDE*

I, **KEALI'I PAULO-MUNOZ, GROUNDS MAINTENANCE WORKER – PUBLIC WORKS,** DO SOLEMNLY SWEAR THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES OF AMERICA, AND THE CONSTITUTION AND THE LAWS OF THE STATE OF ARIZONA, THAT I WILL BEAR TRUE FAITH AND ALLEGIANCE TO THE SAME AND DEFEND THEM AGAINST ALL ENEMIES, FOREIGN AND DOMESTIC, AND THAT I WILL FAITHFULLY AND IMPARTIALLY DISCHARGE THE DUTIES OF MY POSITION FOR THE TOWN OF CAMP VERDE, ARIZONA, ACCORDING TO THE BEST OF MY ABILITY, I DO SO AFFIRM.

DATE

SIGNATURE

*Subscribed and sworn before me on this 15th day of April 2026.*

Leah Rhodes, Town Clerk
Town of Camp Verde

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# Town Council
# Agenda Information Memorandum

**Meeting Date:** April 15, 2026

**Agenda Item Type:**

☐ Consent Agenda ☒ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

**Requesting Department:** Town Clerk **Staff Resource:** Town Clerk Leah Rhodes

**Agenda Title:** Proclamation declaring April 20-24, 2026 as Stand With Me, Be Drug Free Week.

**Attached Documents:** Proclamation

**Estimated Presentation Time:** 5 minutes **Estimated Discussion Time:** 5 minutes

**Reviewed By:**

☒ Town Manager ☐ Legal ☐ Risk Management ☐ Finance ☐ Other:

**Financial Review** (if applicable)**:** N/A

- Funding Source / GL Account Number:
- Approved in the FY25 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

**Background Information:**

Illegal drug use has far-reaching impacts that extend well beyond the individual, affecting families, workplaces, and the broader community. Substance misuse is linked to a range of serious consequences, including mental and physical health challenges, addiction, impaired driving, accidents, economic hardship, involvement in the justice system, and crimes against persons and property. It can also contribute to child abuse, neglect, and the breakdown of families, creating lasting effects that span generations.

During Stand With Me – Be Drug Free Week, the Town of Camp Verde reaffirms its commitment to prevention, education, and community support. Research consistently shows that prevention efforts must begin early. Approximately 9 out of 10 individuals who struggle with substance use disorders report that their use began during their teenage years. This underscores the importance of investing in our youth, providing positive outlets, strong mentorship, and clear, consistent messaging about the risks associated with substance use.

Prevention is a shared responsibility. It involves families, schools, community organizations, and local government working together to create an environment where young people feel supported, informed, and empowered to make healthy choices. By standing together as a community, we can reduce the risks associated with substance use and help ensure a safer, healthier future for all residents.

**Question(s) before the Council:**

- Does Council have any questions for staff?

# *Town of Camp Verde*
# *Proclamation*

***WHEREAS**, MATFORCE has proclaimed April 20-24, 2026 to be Stand With Me, Be Drug Free Week; and*

***WHEREAS**, the Town of Camp Verde embraces a vision of a healthy, vibrant, and strong community for children, youth, families and people of all ages, and celebrates the fact that a majority of people do not abuse drugs and alcohol; and*

***WHEREAS**, the Town of Camp Verde: recognizes that youth prevention is essential based on the fact that 9 of I0 people who struggle with substance use disorders began using substances as a teenager; and*

***WHEREAS**, knowing that families are adversely affected by illegal drug use, including work problems, legal problems, mental health problems, physical illness, addiction, accidents, accidental death, economic loss, child abuse, destruction of families, driving while impaired, and crimes against persons and property; and*

***WHEREAS**, the Town of Camp Verde would like to commend and pay tribute to all of its citizens who choose to be free of illegal drug use.*

***NOW THEREFORE,** I, Marie Moore, Mayor of the Town of Camp Verde, on behalf of the Town Council and the residents of Camp Verde, do hereby proclaim the week of April 20-24, 2026 as:*

# *"Stand With Me, Be Drug Free Week"*

***IN WITNESS WHEREOF,** I have hereunto set my hand and caused to be affixed the Seal of the Town of Camp Verde on this 15th day of April, 2026.*

_____

Marie Moore, Mayor

Attest:

_____

Leah Rhodes, Town Clerk

# Town Council
# Agenda Information Memorandum

**Meeting Date:** April 15, 2026
**Agenda Item Type:**
☐ Consent Agenda ☒ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

**Requesting Department**: Parks & Recreation
**Staff Resource:** Parks & Recreation Manager, Shawna Figy

**Agenda Title:** Proclamation declaring April 19-25, 2026 as Volunteer Appreciation Week

**Attached Documents:** Proclamation

**Estimated Presentation Time:** 5 minutes **Estimated Discussion Time:** 5 minutes

**Reviewed By:**
☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

**Financial Review** (if applicable)**:**

- Funding Source / GL Account Number: Courts special funds:
- Approved in the FY26 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

**Background Information:**
Volunteers are an essential part of what makes the Town of Camp Verde such a strong and connected community. Their time, energy, and commitment support a wide range of programs, services, and events that benefit residents of all ages.

Our Parks & Recreation team works with more than 100 volunteers each year who help bring programs and events to life, from coaching Grasshopper Basketball and supporting Summer Day Camp to serving on the Parks & Recreation Commission and beyond.

The Camp Verde Community Library also relies on dedicated volunteers to support daily operations, expand programming, and extend service hours. Their efforts are further strengthened by the Friends of the Library, whose ongoing support enhances the library's impact.

At the Camp Verde Marshal's Office, Volunteers in Policing (VIPs) play a valuable role by assisting with event support, traffic control, and other important functions that help keep our community safe and organized.

Community Development is supported by volunteers serving on the Planning & Zoning Commission and the Board of Adjustment and Appeals, as well as those contributing their time and expertise to the General Plan Technical Advisory Group and the Rural Water Management Working Group.

Economic Development benefits from the continued involvement of the Tourism Working and Engagement Group, while Public Works collaborates closely with the Tree Advisory Committee.

Beyond Town-led efforts, Camp Verde is fortunate to have many volunteer-driven organizations that enrich our community. Groups such as Kiwanis of Camp Verde, Camp Verde Little League, Camp Verde Youth Football, Camp Verde Booster Club, Camp Verde Arena Association, and Arizona Youth Soccer Organization are all powered by volunteers who give their time to support local youth, families, and community events.

Camp Verde is stronger because of these individuals and organizations. Their willingness to serve makes a meaningful and lasting difference in our community every day.

**Question(s) before the Council:**

- Does Council have any questions for staff?

# *Town of Camp Verde*
# *Proclamation*

***WHEREAS***, volunteers give their time to help others, contributing thousands of volunteer hours per year in our community; and

***WHEREAS***, volunteering weaves us together, strengthening the fabric of our community by sharing our time, talent, and energy to support one another; and

***WHEREAS***, volunteers in Camp Verde mentor our children, feed our hungry, comfort our lonely, beautify our town, contribute to our institutions, care for our elderly and fundraise for our charitable organizations; and

***WHEREAS***, Camp Verde's volunteers are young, old, families, workers, retirees, men and women of all ages and backgrounds; and

***WHEREAS***, organizations in Camp Verde that rely on volunteers include fundamental organizations such as the Library, the Adult Center, Fort Verde State Park, the Marshal's office, the Fire District, the Historical Society, Town Government, our schools and churches, our annual festivals, and more; and

***WHEREAS***, the collective result of the work done by our town's volunteers makes Camp Verde a more desirable place to live; and

***WHEREAS***, Volunteer Appreciation Week is a time to celebrate and thank Camp Verde volunteers for their contributions in our community.

***NOW THEREFORE,*** *I, Marie Moore, Mayor of the Town of Camp Verde, on behalf of the Town Council and the residents of Camp Verde, do hereby proclaim April 19-25, 2026 as:*

# *"Volunteer Appreciation Week"*

***IN WITNESS WHEREOF,*** *I have hereunto set my hand and caused to be affixed the Seal of the Town of Camp Verde on this 15th day of April, 2026*

_____

Marie Moore, Mayor

Attest:

_____

Leah Rhodes, Town Clerk

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# Town Council
# Agenda Information Memorandum

**Meeting Date:** April 15, 2026

**Agenda Item Type:**
☐ Consent Agenda ☒ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

**Requesting Department:** Public Works
**Staff Resource:** Tree Advisory Committee Chair Diane Scantlebury.

**Agenda Title:** Presentation by the Tree Advisory Committee and Proclamation Declaring April 25, 2026 as Arbor Day/Earth Day in the Town of Camp Verde

**Attached Documents:** Proclamation

**Estimated Presentation Time:** 5 minutes **Estimated Discussion Time:** 5 minutes

**Reviewed By:**
☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

**Financial Review** (if applicable)**:** N/A

- Funding Source / GL Account Number:
- Approved in the FY25 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

**Background Information:**
Trees provide numerous benefits, including reducing erosion caused by wind and water, lowering heating and cooling costs, moderating temperatures, improving air quality, producing oxygen, and providing essential habitat for wildlife. As a renewable resource, trees also contribute to increased property values, support economic vitality, and help create healthier, more livable communities.

At the April 15, 2026 meeting, the Tree Advisory Committee will provide a presentation to Council highlighting their ongoing efforts, initiatives, and contributions to enhancing and maintaining Camp Verde's urban forest.

In conjunction with the presentation, Council proclaim April 25, 2026 as Arbor Day/Earth Day in the Town of Camp Verde. Arbor Day is observed at various times throughout the nation and the world and serves to recognize the critical role trees play in our environment and community.

To further celebrate and engage the community, an Earth Day/Arbor Day event will be held on April 25 from 10:00 a.m. to 2:00 p.m. at Yavapai-Apache Nation Veteran's Memorial Park. This event will provide an opportunity for residents to learn more about environmental stewardship and participate in activities that support a sustainable and thriving community.

**Question(s) before the Council:**
- Does Council have any questions for staff?

# *Town of Camp Verde*
# *Proclamation*

**WHEREAS,** in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

**WHEREAS**, this holiday, called Arbor Day, was first observed with the planting of more than a million trees; and

**WHEREAS**, Arbor Day is now observed at various times of the year throughout the nation and the world; and

**WHEREAS**, trees can reduce the erosion of our precious topsoil due to wind and water, cut heating and cooling costs, moderate temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

**WHEREAS**, trees are a renewable resource that increase property values, enhance economic vitality, and create more livable communities; and

**WHEREAS**, trees, where properly planted, are a source of joy and community pride.

***NOW THEREFORE,*** *I, Marie Moore, Mayor of the Town of Camp Verde, on behalf of the Town Council and the residents of Camp Verde, do hereby proclaim April 25, 2026, as:*

# *"ARBOR DAY"*

*and urge all citizens to care for our urban forest, to support our town's ongoing commitment to improving and managing our tree resources and commit to planting one celebratory tree to commemorate the concurrent celebration of Arbor Day and Earth Day with Yavapai-Apache Nation on April 25, 2026.*

***IN WITNESS WHEREOF,*** *I have hereunto set my hand and caused to be affixed the Seal of the Town of Camp Verde on this 15th day of April, 2026*

_____

Marie Moore, Mayor

Attest:

_____

Leah Rhodes, Town Clerk

# Town Council
# Agenda Information Memorandum

**Meeting Date:** April 15, 2026

**Agenda Item Type:**

☐ Consent Agenda ☒ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

**Requesting Department**: Development Services
**Staff Resource:** Economic Development Specialist Dave Meyers and Acting Senior Planner Cory Mulcaire

**Agenda Title:** Presentation on the 2025 Dark Sky Annual Report, including an overview of lumen calculation methodology, and proclamation declaring April 13–19, 2026 as International Dark Sky Week.

**Attached Documents:**

- Proclamation
- PowerPoint Presentation
- Annual Dark Sky Report & Data
- Outdoor Lighting Ordinance
- Lumen Calculation Sheet
- Dark Sky International Luminaires Program Guidelines

**Estimated Presentation Time:** 10 min **Estimated Discussion Time:** 10 min

**Reviewed By:**

☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

**Financial Review** (if applicable)**:**

- Funding Source / GL Account Number: Courts special funds:
- Approved in the FY26 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

**Background Information:**
The Town of Camp Verde was designated as an International Dark Sky Community by DarkSky International (formerly the International Dark-Sky Association) in 2018, recognizing the community's long-standing commitment to protecting natural night skies through proactive lighting regulations, public education, and regional coordination. Camp Verde's dark sky efforts are rooted in its rural character, proximity to significant natural and cultural resources, and its location within a broader Northern Arizona landscape that prioritizes night sky preservation. The designation affirms that the Town's outdoor lighting ordinance, enforcement practices, and community outreach meet internationally recognized standards for minimizing light pollution while maintaining safety and functionality.

**Outdoor Lighting Code and Process for Calculating Lumens:**
The Town's outdoor lighting standards (see attached) regulates lighting primarily through the use of lumens, which measure the total amount of visible light produced by a fixture. The code relies on initial

lumens (manufacturer-rated output of a new bulb) to ensure a consistent and enforceable calculation of lighting intensity.

In dark sky communities, lumens are calculated using a Total Outdoor Light Output method. This accounts for the cumulative "light footprint" of an entire property to prevent skyglow and light trespass. The Lumen-per-Net-Acre Cap is the most common formula used by planning departments. It limits the total amount of light based on the size of the land.

**Total Allowed Lumens = Parcel Size (Acres) x Lumen Limit per Acre**

Residential properties are limited to 20,000 lumens per net acre, while commercial and industrial properties may not exceed 100,000 lumens per acre, with these limits averaged across the entire site rather than applied to individual fixtures. This ensures that lighting is considered holistically, accounting for cumulative impacts rather than isolated installations.

In addition to total output, the code places specific limits on unshielded lighting, capping it at 5,000 lumens per acre. This distinction is important because it addresses not just how much light is produced, but how it is emitted. Even if a site meets overall lumen limits, it may still be noncompliant if too much light is unshielded and contributes to glare or light trespass.

While lumens are used to regulate total light output, the code also relies on footcandle measurements to evaluate how light performs in the field. Footcandles measure the intensity of light at a specific location and are used to limit light spill beyond property boundaries. Maximum spill is restricted to 0.5 footcandles on non-residential properties and 0.05 footcandles on residential properties. This dual approach ensures that both the quantity of light and its distribution are controlled.

**International Dark Sky Week: April 13-19, 2026**
International Dark Sky Week is observed annually in April during the new moon and serves as a global initiative to raise awareness about the importance of preserving the natural night sky and reducing light pollution. The Town of Camp Verde has long recognized the value of dark skies as an important component of environmental stewardship, community character, and quality of life.

This proclamation supports ongoing efforts to promote responsible outdoor lighting practices, protect wildlife and natural ecosystems, and enhance opportunities for residents and visitors to experience the night sky. It also aligns with the Town's broader commitment to sustainability and preserving the unique qualities that define Camp Verde.

**Connection to the FY25-FY30 Strategic Plan:**
Dark Sky falls under The Strategic Plan FY25-30 Focus Area of Recreation & Activities, additionally it applies to Dark Sky is highlighted in the FY2026 Action Plan for Recreation and Activities Goal #2: Retain and promote Dark Sky designation.

**Connection to the Visit Camp Verde Tourism Marketing Plan**

In the Tourism Marketing Plan adopted late 2025; supporting dark sky initiatives to preserve Camp Verde's natural nightscape, enhance the visitor experience, and promote eco-tourism was highlighted in the "Marketing & Community Partnership Initiatives – Community Partnerships section."

## Question(s) before the Council

- Does the Council have any questions for staff?

# *Town of Camp Verde*
# *Proclamation*

***WHEREAS**, the Town of Camp Verde recognizes the importance of preserving the natural night sky as a valuable environmental, cultural, and economic resource; and*

***WHEREAS**, excessive artificial light at night can disrupt ecosystems, impact wildlife, waste energy, and diminish the ability of residents and visitors to experience the beauty of the night sky; and*

***WHEREAS,** the Town of Camp Verde was designated as an International Dark Sky Community in 2018, recognizing the community's long-standing commitment to protecting natural night skies through proactive lighting regulations, public education, and regional coordination; and*

***WHEREAS,** Camp Verde's dark sky efforts are rooted in its rural character, proximity to significant natural and cultural resources, and its location within a broader Northern Arizona landscape that prioritizes night sky preservation; and*

***WHEREAS,** International Dark Sky Week is observed annually in April, during the new moon, as a global effort to raise awareness about light pollution and to encourage responsible outdoor lighting practices; and*

***WHEREAS,** this week provides an opportunity for residents to step outside, reduce unnecessary lighting, and reconnect with the night sky through educational events, stargazing, and community activities; and*

***WHEREAS,** the Town of Camp Verde is committed to supporting efforts that preserve dark skies and promote responsible lighting practices for current and future generations.*

***NOW THEREFORE,** I, Marie Moore, Mayor of the Town of Camp Verde, on behalf of the Town Council and the residents of Camp Verde, do hereby proclaim April 13-19, 2026 as:*

# *"International Dark Sky Week"*

***IN WITNESS WHEREOF,** I have hereunto set my hand and caused to be affixed the Seal of the Town of Camp Verde on this 15th day of April, 2026*

_____
Marie Moore, Mayor

Attest:

_____
Leah Rhodes, Town Clerk

# Camp Verde: Dark Sky Community Annual Report

DAVID MEYERS
ECONOMIC DEVELOPMENT

CORY MULCAIRE
COMMUNITY DEVELOPMENT

# Topics to Cover

Dark Sky Community Overview

Role of Town Staff

Reporting Requirements

Sky Quality Meter (Sky) Readings

Community Events

How we measure Lumens



# Dark Sky Community Overview

Designated in 2018

Guidelines Version 2018

Designated as a Dark Sky Place, not
a DarkSky Affiliate or Dark Sky Chapter



# Role of Town

## Code Enforcement / Planning: SQM Readings

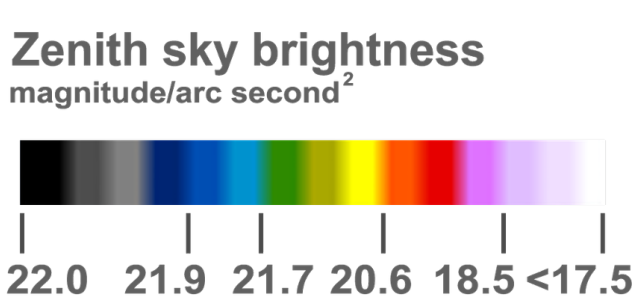
Sky Quality Meter (SQM) readings measure night sky brightness in magnitudes per square arcsecond, a logarithmic scale where higher values indicate darker skies.

Typical readings range from 16.0 (bright urban skies) to 22.0–23.0 (darkest rural or remote skies).

Readings above 20.0 generally indicate dark skies suitable for stargazing, with the Milky Way clearly visible.

## Economic Development: Annual Report

As a condition for continued accreditation of International Dark Sky Places (IDSPs), DarkSky International requires each certified Place to submit an annual report on dark sky related activities and conditions. This condition is set forth in the Program Guidelines for each of the International Dark Sky Place certification categories.






# Reporting Requirements

Total Average Night Sky Brightness Reading for reporting period

Raw data of SQM Data Readings and map of locations

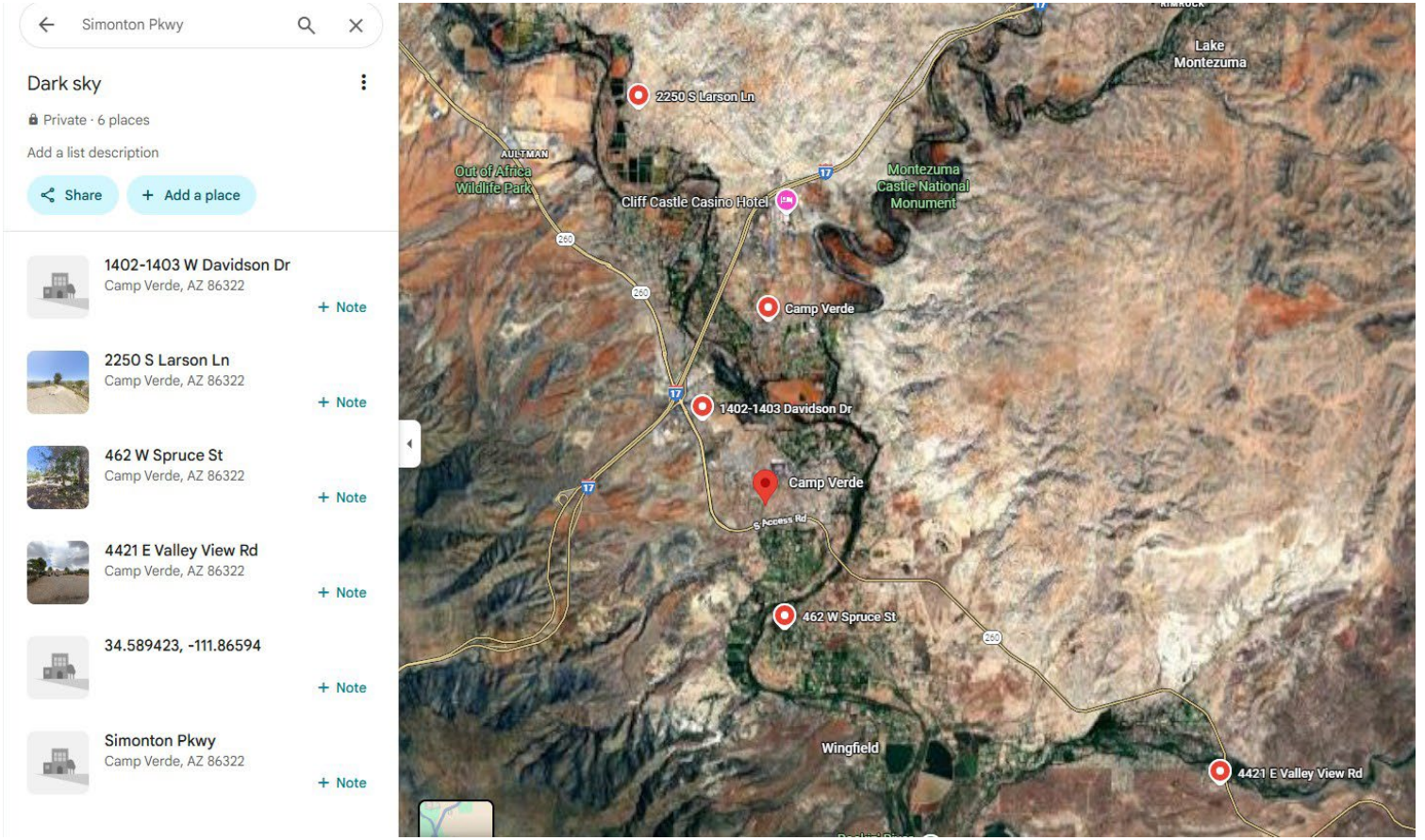
Any changes to lighting ordinance

List of events/outreach offerings and attendance numbers

- Details and Photos of outreach & Educational events
- Photos of people learning about night sky
- Digital/printed materials used educate/advertise the dark sky



# Sky Quality Meter Reading Locations




**Annually Staff record SQM's at the same 6 locations:**

East Larson Lane

South Highline Lane

East Valley View Rd

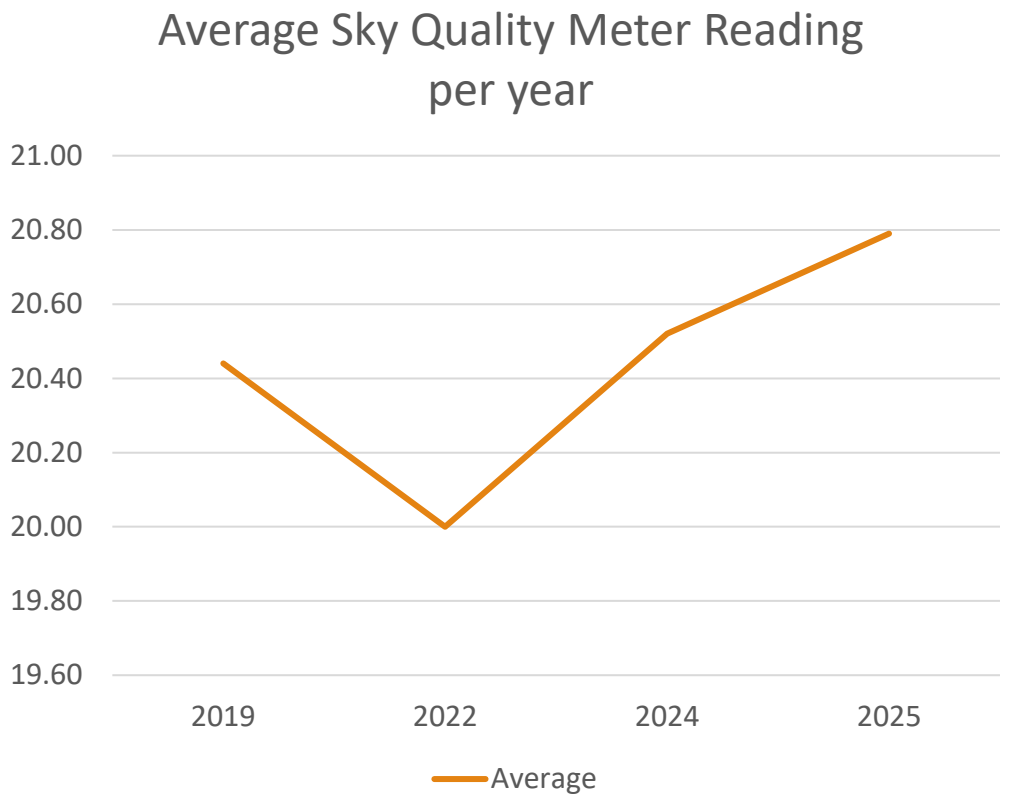
West Spruce Street

Powderhorn Road

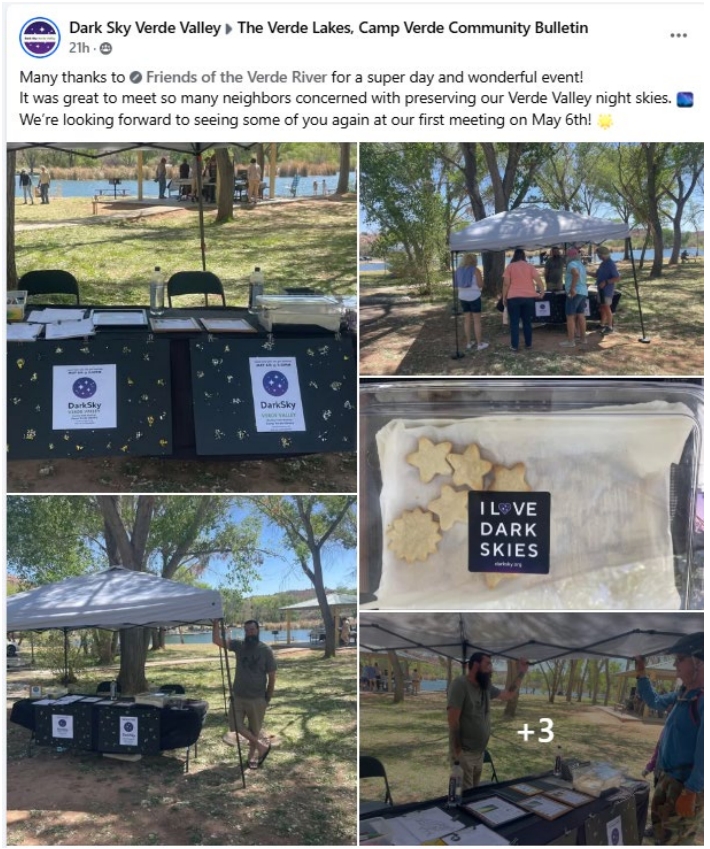
Homestead Parkway

# Sky Quality Meter Readings

| Location | Average SQM | Date/Time |
|---|---|---|
| Larson Ln | 20.85 | 12/17 1900 |
| Highline Ln | 20.98 | 12/17 1915 |
| Valley View Rd | 20.69 | 12/17 1920 |
| Spruce St | 20.66 | 12/17 1945 |
| Powderhorn Rd | 20.89 | 12/17 2010 |
| Homestead Pkwy | 20.68 | 12/17 2055 |



# Community Events & Promotion




DarkSky Verde Valley Chapter representatives had space at Verde River days

DarkSky Verde Valley Chapter received $1,000 from APS to purchase telescopes for the Camp Verde Community Library

VisitCampVerde.com advertises our DarkSky status on website, & social media

# Process for Calculating Lumens

In dark sky communities, lumens are calculated using a Total Outdoor Light Output method. This accounts for the cumulative "light footprint" of an entire property to prevent skyglow and light trespass.

**Total Allowed Lumens = Parcel Size (Acres) x Lumen Limit per Acre**

# Lumens Allowance

## RESIDENTIAL

20,000 lumens per net acre

5, 000 unshielded lumens per net acre on any property; parcels less than one acre are allowed a maximum of 5,000 unshielded lumens.

Example: parcel is 5.64 acres

Total of 112,800 lumens

28,200 lumens may be unshielded.

## COMMERCIAL

100,000 lumens per net acre

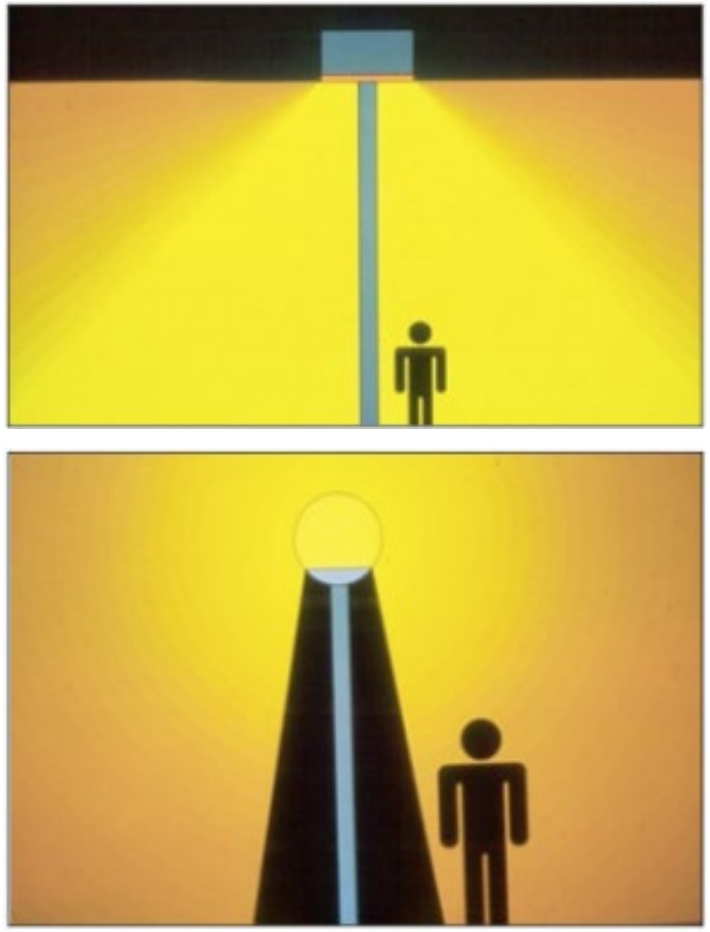
5,000 unshielded lumens per net acres on any property; parcels less than one acre are allowed a maximum of 5,000 unshielded lumens.

Example: parcel is 3.87 acres

Total of 387,000 lumens

19,350 lumens may be unshielded

# Shielded vs. Unshielded



**Fully Shielded:** These fixtures direct 100% of their light downward. Most of your "lumen budget" is allocated here.

**Unshielded:** These are lights where you can see the bulb (like decorative porch lanterns). Most codes strictly limit these—for instance, allowing no more than **5,000 lumens per acre** to come from unshielded sources, or requiring any bulb over **1,000–2,000 lumens** to be fully shielded.

# Typical Calculation Process for a Permit

When a resident or developer submits a lighting plan, they must provide a**Lumen Schedule**:

**Inventory:** List every outdoor fixture (porch, garage, landscape, security).

**Unit Count:** Multiply the number of fixtures by the initial lumens of the bulbs used.

**Summation:** Total the lumens for the entire property.

**Compliance Check:** Divide the total lumens by the net acreage to ensure it falls under the community's specific cap (e.g., 20,000 lm/acre).

# Thank you!

# David Meyers Economic Development Specialist

David Meyers Economic Development Specialist

| | |
|---|---|
| Submission Date | Jan 31, 2026 10:18 PM |
| Date | Jan 31, 2026 |
| International Dark Sky Place Name | Camp Verde, AZ |
| International Dark Sky Place Category | International Dark Sky Community |
| Designation Year | 2018 |
| Guidelines Version | 2018 |
| Your Name | David Meyers Economic Development Specialist |
| Email Address | david.meyers@campverde.az.gov |
| Primary Contact | David Meyers Economic Development Specialist |
| Primary Contact Email Address | david.meyers@campverde.az.gov |
| Primary Contact Phone Number | +928 (554) 0008 |
| Secondary Contact | Christian Green Development Services Director |
| Secondary Contact Email Address | christian.green@campverde.az.gov |
| Secondary Contact Phone Number | +928 (554) 0009 |
| What is the physical address of the Place? | 435 S. Main St.<br>Camp Verde, AZ, 86326 |

United States

Is the site currently under Provisional Status?

No

Are you a DarkSky Delegate, Affiliate, or Chapter Representative?

No

Is the information on your site's Place page accurate? If not, what changes need to be made?

Yes

Total average or typical zenith night sky brightness reading for this reporting period:

20.79

Upload your night sky quality raw data documents for this reporting period:

XLSX

2025_CampVerde_IDA_SQMData_Entry....xlsx
121.34 KB

Upload a map (PDF or image) that shows the locations and names of the places that were used to take SQM measurements. If you provided a map last year and your sites have not changed, you may skip to the next section:



SQL map.jpg
333.99 KB

Describe any changes detected in night sky quality from receiving your certification to the present:

Average and Median SQM's show light increase in darkness from prior meter readings.

Parks, Sanctuaries, and Communities, please fill out the applicable row to describe your lighting compliance rate (%) with your Lighting Management Plan/Policy (whole numbers only):

| | Year of Certification | Compliance % in Original Application | Current Compliance % | Anticipated % for Next Reporting Period |
|---|---|---|---|---|
| Parks | | | | |
| Sanctuaries | | | | |
| Communities | 2019 | 50 | 100 | 100 |

What actions have you taken to meet the requirements of your Lighting Management Plan/Policy during this reporting period? Include a summary of any actions taken with privately owned lighting that helped improve your night sky quality as well:

N/A

Have you used any fixtures from the DarkSky Approved Lighting program?

No

For International Dark Sky Communities and Reserves, have there been any changes to your local outdoor lighting

No changes to local outdoor lighting ordinances were made during this reporting period.

ordinances? If yes, please describe and provide a link to the updated policy if available:

Provide a list of events and/or outreach offerings, and their estimated attendance numbers for 2025.

| Name of Event/Program | # of Times Offered | Estimated # of Attendees |
|---|---|---|
| Table at Verde River Days | 1 | 50 |

Did you promote DarkSky International and its mission during your outreach programs/events? If so, describe:

Friends of Verde River Outreach

Provide up to five photos of events you hosted this year:



friends of verde river outreach.png
803.97 KB

Provide social media handles or website links used to promote dark skies (these will be added to your Place's DarkSky page):

https://visitcampverde.com/dark-sky/

Has your Place participated in any DarkSky-led initiatives such as International Dark Sky Week, the Under One Sky conference, or other relevant promotions during this reporting period?

No

Has your site erected signage identifying your site as an International Dark Sky Place?

Yes

Briefly describe how educational materials are being dispersed/provided at your Place:

DarkSky is featured on our websites CampVerde.az.gov and Visitcampverde.com and displayed in Town Council Meetings behind the Council.

Briefly describe any efforts undertaken to reach new audiences. If this was not part of your efforts last year, describe what you plan to do to engage new visitors in the 2025 reporting period:

Support the new Verde Valley Chapter

Have you worked with any external partners to promote the dark-sky movement within and outside of your Place's boundaries? If so, identify these partners and explain the result of this collaboration:

There is local involvement in the DarkSky Verde Valley chapter. Town Council Members and Town Planning & Zoning Members regularly attend DarkSky Verde Valley Chapter meetings.

Were you awarded any grants or funding for projects during this reporting period? If yes, please describe:

The Town as a DarkSky Community did not receive any Grants. DarkSky Verde Valley received a $1,000 grant from A.P.S. to purchase telescopes for the Camp Verde Community Library

Have you collaborated with a DarkSky International Delegate or Chapter on dark-sky issues

See above

| | |
|---|---|
| since the last reporting period? If so, please describe: | |
| Are there any ongoing conservation and/or research programs at the site? If so, who runs them, and what are the goals? | No |
| Briefly describe future plans (in 2026 and beyond) to engage with existing and new partners and how you will expand the dark-sky movement: | We intend to market via social media and other marketing materials both digital and print DarkSky messaging and partnerships. |
| For Dark Sky Communities, briefly describe any new or ongoing projects and/or renovation activities that have taken place during this reporting period: | None. |
| Have the "threats" identified in your application for certification: | Decreased |
| Provide a brief description of how you will continue to manage "threats" over the next year: | There are no new Threats |
| What is the total size of your Place (in square kilometers only)? | 109.7 |
| For Dark Sky Communities and Reserves, what is the current population size? | 13497 |
| Have there been any changes to the size, access and/or boundaries of your Place (this could be property acquisition, sale, road development/closure, easement access, etc.)? If so, please describe: | No |
| What do you consider the greatest single benefit of the Dark Sky Places certification to your location? | Community Support & Tourism |
| Did you have any dealings with DarkSky International over the last 12 months regarding any certification issues? How were they handled by DarkSky? | No |

**IDA Sky Quality Data Sheet:** This table will help track the improvement, degradation, or stability of night skies in your Dark Sky Place. Enter your handheld Sky Quality Meter (SQM) readings for this reporting period in this table. The first measurement is always inaccurate due to a device error, so discard or do not record the initial measurement. Then, record five readings at each site and provide the average for each location. Please note the weather conditions or any unusual environmental/astronomical conditions at the time of your observations. Start entering data in the first available 'replicate' section. You may add more locations by inserting additional rows. To add in additional replicates, simply highlight a full replicate section and copy and paste below.

**To edit the spreadsheet**, click on File > Download > Microsoft Excel (.xlsx). Alternatively, you can go to File > Make a Copy to make an editable version in Google spreadsheets.

| SQM Model | Unihedron 2.18 | SQM Serial Number | 9431 | Version (SQM or SQM-L) | SQM-L | Total SQM Average for all | 20.79 | Total SQM Median for all | 20.79 |
|---|---|---|---|---|---|---|---|---|---|

| | Date (DD/MM/YYYY) and Time Zone | Location Name | Geographic Coordinates - Latitude (in decimal degrees) | Geographic Coordinates - Longitude (in decimal degrees) | Time (24-hour clock) | SQM Reading - 1 | SQM Reading - 2 | SQM Reading - 3 | SQM Reading - 4 | SQM Reading - 5 | Location Average | Location Median | % Cloud Cover | % Moon Visibility | Air Temperature (report F or C) | Other notes |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Replicate 1 | 12/17/2025 MST | 2250 E Larson Ln | 34.52995 | -111.78796 | 19:00 | 20.88 | 20.72 | 20.95 | 20.77 | 20.92 | 20.85 | 20.88 | 0 | | 16 C | |
| | 12/17/2025 MST | 618 S Highline Ln | 34.56056 | -111.86521 | 19:15 | 21.11 | 20.96 | 21.01 | 20.84 | 20.97 | 20.98 | 20.97 | 0 | | 23 C | |
| | 12/17/2025 MST | 4421 E Valley View Rd | 34.51507 | -111.77585 | 19:20 | 20.75 | 20.63 | 20.69 | 20.72 | 20.65 | 20.69 | 20.69 | 0 | | 20 C | |
| | 12/17/2025 MST | 462 W Spruce St | 34.54009 | -111.86256 | 19.45 | 20.66 | 20.57 | 20.78 | 20.62 | 20.69 | 20.66 | 20.66 | 0 | | 19 C | |
| | 12/17/2025 MST | 1362 Powderhorn Rd | 34.58935 | -111.84645 | 20:10 | 20.96 | 21.05 | 20.57 | 20.88 | 20.85 | 20.86 | 20.88 | 0 | | 22 C | |
| | 12/17/2025 MST | Homestead Pkwy | 34.57782 | -111.88013 | 20:55 | 20.73 | 20.64 | 20.68 | 20.71 | 20.63 | 20.68 | 20.68 | 0 | | 23 C | |
| | | | | | | | | Replicate average | | | 20.79 | 20.785 | | | | |

## SECTION 405 – OUTDOOR LIGHTING

### A. Purpose and Intent

1. The purpose of this section is to afford every citizen of Camp Verde the flexibility to engage in the pursuit of safe, inexpensive lighting practices for the purpose of commerce and private use without being impeded upon or impeding upon other citizens desiring a more pristine night-time environment free from light pollution, waste, trespass, or clutter while providing night-time safety, security and productivity.

2. The intent is to provide for adequate night-time safety and utility without excessive glare or light pollution, but common lighting practices can also interfere with other legitimate public concerns. Principles among these concerns are:

a. the degradation of the night-tie visual environment by production of unsightly and dangerous glare, and

b. unnecessary waste of energy and resources in the production too much light or wasted light, and

c. interference in the use or enjoyment of property which is not intended to be illuminated at night, and

d. the loss of often-neglected scenic view of the sky du to increase urban sky-glow.

### B. Applicability, Exemptions and Prohibitions:

1. The requirements of A.R.S., Title 49, Chapter 7, Light Pollution, § 49-1101 et seq. as may be amended, are hereby incorporated by reference.

2. In the event of conflict between the regulations set forth in this Section and any other regulations applicable to the same area, the more stringent limitation or requirement shall govern.

3. The provisions of this Section are not intended to prevent the use of any design, material or method of installation or operation not specifically prescribed by this Section, provided any such alternate has been approved by the Community Development Director, and that such proposed alternate:

a. provides at least equivalence to the applicable specific requirements of this Section; and

b. is otherwise satisfactory and complies with the intent of this Sections.

### C. Definitions:

As used in this Section, unless the context clearly indicates otherwise, certain words and phrases shall mean the following:

1. **Class 1 Lighting** means all outdoor lighting used for, but not limited to outdoor sales or eating areas, assembly or repair areas, advertising and other signs, recreational facilities and other similar applications where true colors rendition is important.

2. **Class 2 Lighting** means all outdoor lighting used for but not limited to illumination for walkways, roadways, equipment yards, and parking lots where general illumination of the grounds is the primary concern.

3. **Class 3 Lighting** means any outdoor lighting used for decorative effects, including but not limited to architectural illumination, flag monument lighting, and illumination of trees, bushes, etc.

4. **Correlated Color Temperature (CCT)** means a measure in degrees Kelvin (K) of the blackbody emitter whose spectral characteristics best match those of a given light source. Lamps with a CCT of less than 3,200 K are considered 'warm' sources. Lamps with a CCT greater than 4000 K considered 'cool' sources.

5. **Directed Illumination** means illumination resulting from light emitted directly from a lamp, luminare or reflector, not light diffused through translucent signs or reflected from other surfaces such as the ground or building faces.

6. **Fully Shielded Fixture** means that fixtures are shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.

7. **Light Trespass** is spill light falling over property lines that illuminates adjacent grounds or buildings in an objectionable manner.

8. **Lumen** is the unit used to measure the actual amount of visible light, which is produced by a lamp as defined by the manufacturer.

9. **Initial Lumens** means the lumens rating for a brand new light bulb. Initial lumens are typically given in manufacturer's specifications for lamps.

10. **Luminare** means the complete lighting assembly less the support assembly.

11. **Multi-class Lighting** means any outdoor lighting used for more than one purpose, when those purposes fall under the definitions for two or more lighting classes as defined for Class 1, 2 and 3 Lighting above.

12. **Motion Sensing Lighting** means a fixture designed, and properly adjusted, to illuminate an area around a residence or other building means of switching on a lamp when motion is detected inside the area or perimeter, and switching the lamp off when the detected motion ceases.

13. **Neon Lighting** means lighting a fixture designed, and properly adjusted, to illuminate an area around a residence or other building means of switching on a lamp when motion is detected inside the area or perimeter, and switching the lamp off when the detected motion ceases.

14. **Neon Lighting** means lighting using luminous gas filled tubes often formed into text, symbols, or decorative elements. Neon Lighting includes tubes with typical diameters of 10 to 20 millimeters filled with neon, aragon, xenon, or other glasses and producing various colors of light. Not included are replaceable T-8 (one inch diameter) and T-12 (one and one-half inch diameter) of PL ("compact") fluorescent tubes.

15. **Opaque** means only that the material must not transmit light from the internal illumination source: the color of such opaque backgrounds is not restricted.

**Outdoor Light Fixtures** means all outdoor illuminating devices, reflective surfaces, lamps and other devices, either permanently installed or portable, which are used for illumination or advertisement. Such devices shall include, but are not limited to, search, spot and floodlights for:

a. buildings and structures

b. recreational areas

c. parking lot lighting

d. landscape and architectural lighting

e. billboards and other signs (advertising or other)

f. street lighting

g. product display area lighting

h. building overhangs and open canopies

15. **Temporary Lighting** means lighting that does not conform to the provisions of this Section and is intended for uses which by their nature are of limited duration.

16. **Total Outdoor Light Output** means the maximum total amount of light, measured in lumens, from all outdoor light fixtures on a property. For lamp types that vary in their output as they age (such as high pressure sodium and metal halide), the initial output, as defined by the manufacturer, is the value to be considered.

17. **Translucent** means light is transmitted from the internal illumination source.

18. **Unshielded Fixture** means fixture that allows light to be emitted above the horizontal directly from the lamp or indirectly from the fixture or a reflector.

19.**Watt** is the unit used to measure the electrical power consumption (not the light output) of a lamp.

**D. Lighting Requirements**

1. Outdoor floodlighting by flood light projection above the horizontal is prohibited except for lamps specifically exempted under sections D.11 and D. 17 and properly adjusted motion sensing lighting fixtures as defined in subsection C.12.

2. All light fixtures which are required to be shielded shall be installed in such a manner that the shielding complies with the definition of fully shielded fixtures.

3. All light fixtures, except street lamps, shall be aimed or shielded so that the direct illumination shall be confined to the property boundaries of the source. Particular care is to be taken to assure that the direct illumination does not fall onto or across any public or private street or road. Motion sensing lighting fixtures shall be properly adjusted, according to the manufacturer's instructions, to turn off when detected motion ceases.

4. Search lights, laser source lights, strobe or flashing lights, motion or illusion lights or any similar high-intensity light shall not be permitted, except in emergencies by police and fire personnel at this direction or as permitted in Subsection G-1.

5. Class 1 lighting, including but not limited to, sales, service, commercial, assembly, repair, maintenance, and industrial areas, may only continue in operation until 10:00 p.m., or for as long as the area is in active

use. This provision is not applicable to fixtures lawfully installed or implemented prior to the adoption of this Zoning Ordinance.

6. Class 2 lighting, used for areas intended for all night use (e.g. apartment parking lots and walkways), shall have no time restrictions if it is determined that a safety hazard may exist.

7. Class 3 lighting, except for flagpole lighting, must be extinguished by 10:oo p.m. or when the business closes, whichever is later, except that low-wattage holiday decorations may remain on all night.

8. Multi-class lighting, must conform to the time limitations of the most-strict class.

9. Except as permitted in subsections D.11, D.12 and D.13, total outdoor light output, excluding streetlights used for illumination of public rights-of-way, of any commercial or industrial development project shall not exceed 100,000 lumens per new acre, averaged over the entire property. The total light output of any residential property shall not exceed 20,000 lumens per net acre, averaged over the entire property. No more than 5,000 lumens per net acre may be accounted for by lamps in unshielded fixtures on any property as permitted in subsection D.18.

10. Lighting, in all classes, for all outdoor athletic fields, tracks or ranges shall be considered Class 1l play. Lighting allowed in this subsection shall be subject to approval of staff. When the proposed lumens per acre exceeds the limits of subsection D.9, the installation shall be designed to achieve no greater than the minimum illuminance levels for the activity as recommended by the Illumination Engineering Society of North America (IESNA). The installation shall also limit off-site spill (off the parcel containing the sports facility) to a maximum of 0.5 fc at any location on any non-residential property, and 0.05 fc at any location on any residential property, as measurable from any orientation of the measuring device. Every such lighting system design shall be certified by and Arizona registered engineer as conforming to all applicable restrictions of this Section. All events shall be scheduled so as to complete all activity by 10:00 p.m. Illumination of the playing field, court, track or range shall be permitted after 10:00 p.m. due to unusual circumstances. Fully shielded lighting shall be required for fields designed for amateur, recreational or non-professional sports activity.

11. Lighting for Outdoor Display Lots shall be considered Class 1 (Color Rendition), and shall conform to the lumens per acre limits of subsection C.10 except as follows:

a. All such lighting shall utilize fully shielded luminaries that are installed in a fashion that maintains the fully-shielded characteristics. When the proposed lumens per acre exceed the limits of Subsection D.9, the installation shall be designed to achieve no greater than the minimum illuminance levels for the activity as recommended by the Illuminating Engineering Society of North America (IESNA). The installation shall also limit off-site spill (off the parcel containing the display lot) to a maximum of 0.5 fc at any location on any non-residential property, and 0.05 fc at any location on any residential property, as measurable from any orientation of the measuring device. Every such lighting system design shall be certified by an Arizona registered engineer as conforming to all applicable restrictions of this Section. Outdoor Display Lot lighting exceeding the lumens per acre cap of Subsection D.10 shall be turned off at 10:00 p.m. or within thirty minutes after closing of the business or activity whichever is later. Lighting in the Outdoor Display Lot after this time shall be limited to Class 2 lighting, and shall conform to all restrictions of this Section applicable for this class, including the lumens per acre caps in Subsection D.9.

b. Lighting allowed in this Subsection shall be subject to approval of the Community Development Director.

12. Lighting for Service Station or similar canopies shall be considered Class 1 lighting. All luminares shall be flush with the lower surface of canopies and utilize flat glass or plastic covers. The total light output used for illuminating service station canopies, defined as the sum of under-canopy initial bare-lamp output lumens, shall not exceed 40 initial lumens per square foot of canopy. All lighting mounted under the canopy, except internally illuminated signs, shall be included in the total. Fifty percent of the lumen output of all lamps mounted within or under a canopy, except internally illuminated signs, is included in the lumen caps in Subsection D.9.

13. Lighting used for all externally illuminated signs shall conform to all restrictions of this Section, shall be fully shielded, and shall be turned off at 10:00 p.m. or when the business closes, whichever is later.

14. All site lighting not directly associated with the special uses as permitted in Subsections C.10, D.11, D.12, and D.13 shall conform to all lighting standards described in this Section.

15.When outdoor internally illuminated advertising signs are construction with a translucent background, the background shall not be white, cream, off-white, yellow, or other light color. Lamps used for internal illumination of such signs shall not be included in the lumens per net acre limit set in Subsection D.9. All illuminated signs shall be turned off at 10:00 p.m. or when the business closes, whichever is later.

16. All outdoor neon lighting shall be fully shielded and shall be turned off at 10:00 p.m. or when the business closes, whichever is later.

17. The requirements for lamp source and shielding of light emissions for outdoor light fixtures are as follows:

Shielding/Use Code:

A = allowed, unshielded

F = allowed, fully shielded

| LAMP TYPE | SHEILDING |
|---|---|
| Class 1, 2 an 3 lighting | F (See Note 1) |
| All lamp types above 1500 initial lumens | A (See Note 2) |
| All types below 1500 initial lumens | F |
| Lamps in Motion Sensing Security Lights (C.10) | A (See D.3) |

**Note 1.** Examples of lamp types of 1500 lumens and below (the acceptability of a particular light is decided by its lumen output, not wattage. Check manufacturer's specifications):

a. 100 Watt Standard Incandescent and less

b. 75Watt Midbreak Tungsten-Haloigen (quartz) and less

c. 25 Watt T-12 Cool White Fluorescent and less

d. 10 Watt Low Pressure Sodium and less

e. 25 Watt white Light Emitting Diode (LED) and less

**Note 2.** Lights shall be shielded whenever feasible to minimize light spilled into the night sky or adjacent properties. Flag monument lighting may include unshielded lights within applicable unshielded lights maximum lumens per net acre. Unshielded lights (all types) are limited to a maximum of 5,000 lumens per net acre (see Subsection D.9). Residential parcels and Development Projects containing one net acre or less are allowed 5,000 lumens of unshielded light (all Classes).

18. The correlated color temperature of all permanently-installed lighting, except for neon lighting, shall not exceed 3000K. Temporary lighting installations whose correlated color temperature exceeds 3000K shall require approval by staff.

**E. Municipal Lighting**

1. Warranting:

a. New light fixtures may be installed on existing buildings and infrastructure in the case where the City determines that a hazardous nighttime situation exists.

b. It shall be the policy of the City to not install public outdoor lighting, including lighting on other public property and rights-of-way, except in situations where specific public safety hazards are identified the city to exist, and these hazards can only be mitigated through the use of outdoor lighting.

2. Shielding: All city-owned outdoor lighting, including street lighting, shall employ fully-shielded fixtures in order to limit light trespass.

3. Adaptive controls. After the effective date of this section, adaptive controls, such as but not limited to motion detection sensors, timers, wireless remote monitoring and photo-sensitive light controls, will be employes in all new installations of public outdoor lighting, including street lighting.

4. Curfew. All public outdoor lighting determined by the city to have no adverse impact on public safety shall be extinguished at 10 p.m., or no later than one-half hour after occupancy of public facilities terminates, whichever is earlier. All future installations of street lighting making use of adaptive controls, and which the city determines to have no adverse impact on public safety, shall be extinguished at 10 p.m.

**F. Parking Lot Lighting Standards:**

Lighting Standards (poles) shall be sized in such a manner that the top of any luminare does not exceed 24 feet above adjacent grade, unless otherwise approved by the Community Development Director for new projects.

**G. Airport Lighting**

Airport lighting, which is required for safe and efficient movement of aircraft during flight, take-off, landing and taxiing, is exempt from the provisions of this Zoning Ordinance. Lighting used for illumination of

aircraft loading, unloading, and servicing areas is exempt from the lumens per net acre limits of Subsection D.9, although it must conform to all other requirements of this Zoning Ordinance. All other outdoor lighting at airport facilities shall comply with the provisions of this Zoning Ordinance.

**H. Temporary Lighting Permits:**

1. The Community Development Director may grant a permit for temporary lighting if he or she finds all of the following:

a. The purpose for which the lighting is proposed is not intended to extend beyond 30 days:

b. The proposed lighting is designed in such a manner as to minimize the light pollution as much as is feasible;

c. The proposed lighting will comply with the general intent of this Section; and

d. The permit will be in the public interest.

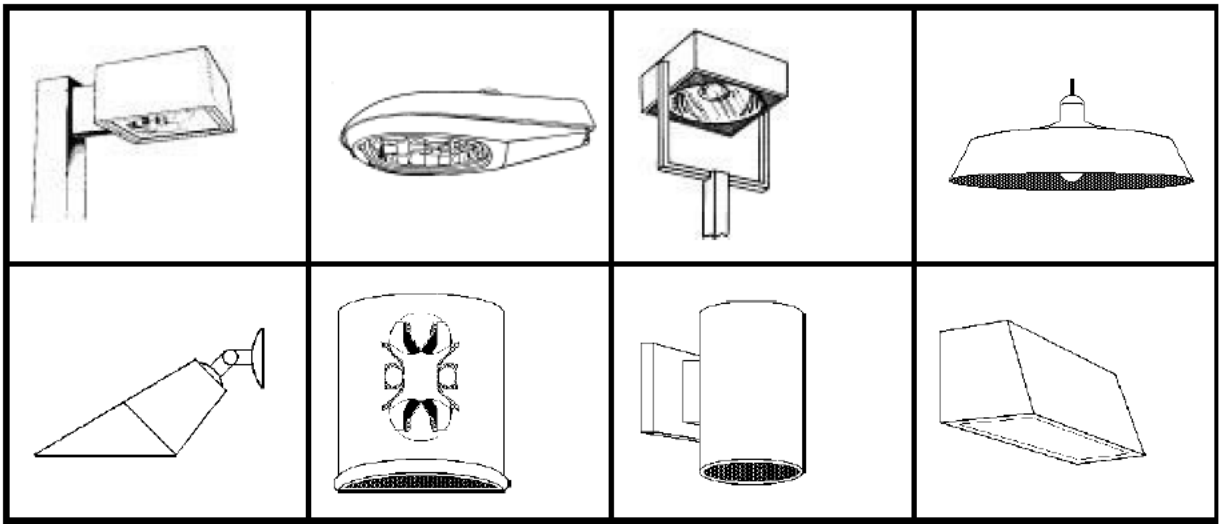
2. The Community Development Director shall rule on the application within five business days from the date of submission of the request and notify the applicant in writing of his or her decision. The Community Development Director may grant one renewal of the permit for an additional 30 days if he or she finds that, because of an unanticipated change in circumstances, a renewal would be in the public interest. The Community Development Director is not authorized to grant more than one temporary permit and one renewal for the same property within one calendar year.

**I. Additional Information:**

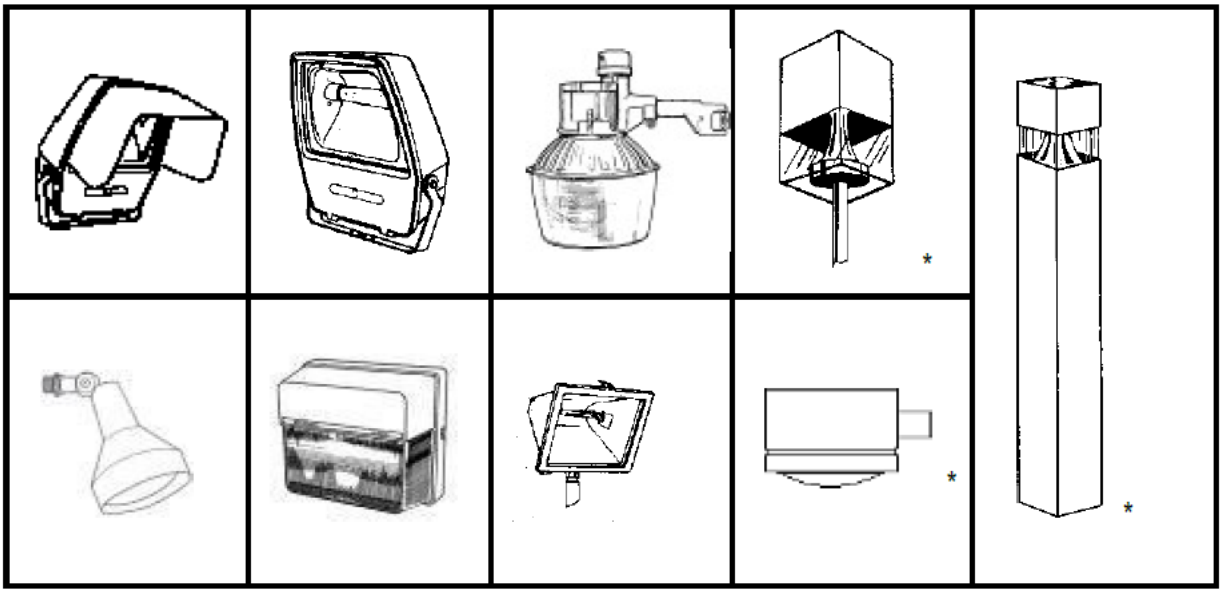
1. Shielding: A practical working way to determine if a fixture or tube is fully shielded: if the lamp or tube, any reflective surface, or lens cover (clear or prismatic) is visible when viewed from above or directly from the side, or from any angle around the fixture or tube, the fixture or tube is not fully shielded.

2. Typical Lumen Outputs for Outdoor Lighting:

Examples of fixtures that are Fully Shielded (Note: to be fully shielded these fixtures must be closed on top and mounted such that the bottom opening if horizontal):



Examples of fixtures that are NOT Fully Shielded:



- Note: even though the lamp in these fixtures is shielded from direct view when viewed from the side or above, reflective surfaces and/or lens covers are directly visible from the side.
- Note for luminous (neon) tubes: when such lighting is installed under or behind a roof overhang, if the roof-line or wave is not horizontal the tubing may be visible from above when viewed from the side and therefore be unshielded.

| Lamp Type | Lumen Output (Initial) |
|---|---|
| **Low Pressure Sodium (LPS):** | |
| 18 Watt | 1800 |
| 35 Watt | 4800 |
| 55 Watt | 8000 |
| 90 Watt | 13500 |
| 135 Watt | 22500 |
| 180 Watt | 33000 |
| **High Pressure Sodium (HPS):** | |
| 35 Watt Clear | 2250 |
| 50 Watt Clear | 4000 |
| 70 Watt Clear | 6300 |
| 100 Watt Clear | 9500 |
| 150 Watt Clear | 16000 |
| 200 Watt Clear | 22000 |
| 250 Watt Clear | 29000 |
| 400 Watt Clear | 50000 |
| 1000 Watt Clear | 140000 |
| **Metal Halide (MH) (Example Sylvania 'Metalarc' series):** | |
| 100 Watt | 8000 |
| 175 Watt | 14000 |
| 250 Watt | 16000 |
| 400 Watt | 36000 |
| 1000 Watt | 84000 |
| **Fluorescent (Standard Cool-White, 1.5-inch tubes):** | |
| 21 Watt F24T12/CW | 1190 |
| 30 Watt F36T12/CW | 2050 |
| 36 Watt F42T12/CW | 2450 |
| 39 Watt F48T12/CW | 3000 |
| 50 Watt F60T12/CW | 3700 |
| 52 Watt F64T12/CW | 3900 |
| 55 Watt F72T12/CW | 4600 |
| 70 Watt F84T12/CW | 5400 |
| 75 Watt F96T12/CW | 6300 |
| **Incandescent Lights:** | |
| 15 Watt Standard | 120 |
| 25 Watt Standard | 210 |
| 40 Watt Standard | 490 |
| 60 Watt Standard | 855 |
| 75 Watt Standard | 1180 |
| 100 Watt Standard | 1750 |
| 150 Watt Standard | 2800 |
| 200 Watt Standard | 3850 |

**Tungsten Halogen (Quartz):**

| | |
|---|---|
| 75 Watt | 1400 |
| 100 Watt | 1800 |
| 150 Watt | 2800 |
| 250 Watt | 5000 |
| 500 Watt | 10100 |

**Light-Emitting Diode (LED):**

| | |
|---|---|
| 3 – 5 Watts | 250 |
| 6 – 9 Watts | 450 |
| 8 – 15 Watts | 800 |
| 12 – 17 Watts | 1,100 |
| 15 – 19 Watts | 1,600 |
| 20 – 25 Watts | 1,850 |
| Up to 30 Watts | 2,600 |

# LUMEN CALCULATION SHEET

SITE ADDRESS: _____

PARCEL NO.: _____ SITE ACRES: _____

OWNER/AGENT: _____ PHONE: _____

OWNER/AGENT SIGNATURE: _____

I hereby file the above request and declare that all information submitted is true and correct to the best of my knowledge and belief. I further acknowledge that any omission of information or any error in my application may void permit.

**PLEASE ATTACH THE FOLLOWING:**

- Site plan indicating placement of each existing and proposed fixture.
- Product information sheet(s) or the manufacturers product description are required for all Commercial projects, for every outdoor light/light fixture.
- Lumens for existing lights shall be declared on this sheet.

**IF NO NEW LIGHTING IS BEING ADDED:**

- Please fill out the required information at the top of the page and write NO NEW LIGHTING across chart below.

**LIGHTING INVENTORY**

List information below for each fixture to be used for outdoor illumination (existing and proposed), using the following lamp type abbreviations:

**LAMP TYPES:**

| | |
|---|---|
| **LED** | Light Emitting Diode |
| **LPS** | Low Press, Sodium |
| **HPS** | High Pressure Sodium |
| **HL** | Halogen |
| **IN** | Incandescent |
| **FL** | Fluorescent |

## FOR ADDITIONAL INFORMATION:

**Refer to Section 405 of the P&Z Ordinance 'Outdoor Lighting' and attached information.**

Revised: 4/5/2024

| PURPOSE OR USE | CANOPY SIZE (if applicable) | LAMP TYPE (See above) | MAXIMUM DESIGN WATTS EACH | KELVIN RATING PER BULB (not to exceed 3000K) | LUMENS OF EACH FIXTURE | QUANTITY OF EACH FIXTURE | **SUB-TOTAL FULLY SHIELDED LUMENS** | **SUB-TOTAL UNSHIELDED LUMENS** | **LUMEN TOTAL** |
|---|---|---|---|---|---|---|---|---|---|
| Existing: | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Proposed: | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Lumen allowance:
Residential: 20,000 per net acre
Commercial: 100,000 per net acre
Maximum 5,000 unshielded per net acre on any property; parcels less than one acre are allowed a maximum 5,000 lumens of unshielded light.

Kelvin allowance:
3000K per light

**STAFF REVIEW**

TOTAL LUMENS ALLOWED FOR THIS PROPERTY: _____ UNSHIELDED: _____

NOTES: _____

APPROVED: _____ DATE: _____

# DarkSky Approved

# Luminaires Program

**Version 3.1**

## Introduction:

The DarkSky Approved Luminaires program was established by DarkSky International to promote high-quality lighting for outdoor environments that minimizes light pollution, including sky glow, light trespass, obtrusive light, and harmful impacts to people, wildlife, and plants.

The program gives recognition to those lighting products that give the same high priority to environmental protection and nuisance avoidance as they do to lighting for their intended function. For a luminaire to be DarkSky Approved, it must demonstrate that it meets the criteria in this document, which are based on the objectives of the Five Principles for Responsible Outdoor Lighting. Those Principles are:

1. All light should have a clear purpose.
2. Light should be directed only to where it is needed.
3. Light should be no brighter than necessary.
4. Light should be used only when it is useful.
5. Warmer-color lights should be used where possible.

This document explains the requirements for luminaires to become DarkSky Approved, including both technical performance specifications and administrative requirements.

For questions on the program, please contact the Lighting Program Manager.

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# 1.0 GENERAL

## 1.1 Overview

**A.** **Scope:** This program provides DarkSky International approval for luminaires designed to mitigate light pollution.

**B.** **DarkSky Approved Luminaires:** DarkSky International issues approval for outdoor luminaires that have a valid electrical safety certification and meet our guidelines to reduce light pollution (see **Section 2.0 Lighting criteria**). Manufacturers must demonstrate conformance by providing all required documentation. (See **Section 3.0 Submission process**.) DarkSky Approved luminaires are grouped into these categories:

1. **DarkSky Residential Luminaires:** Outdoor luminaires that are primarily used on properties of single-family dwellings or residences with up to four connected units (four-plex) or town homes.
2. **DarkSky Commercial Luminaires:** Outdoor luminaires that are used on properties of commercial or industrial businesses and places with high traffic, such as schools, hotels, and shopping malls, as well as public spaces or rights-of-way, including streets, roadways, and government facilities.
3. **DarkSky Pedestrian Comfort Luminaires:** These are lower-lumen output Commercial Luminaires that are generally used for pedestrian walkways and local streets only, with additional restrictions on light output, and high-angle light emissions for luminaires mounted more than 1.2 meters above grade, to reduce obtrusive light, minimize light trespass, and promote improved visual comfort; under normal circumstances these luminaires are spaced no further than six mounting heights apart. When luminaires from this category are applied, ensure that proper spacing and mounting heights are used in order to meet required illumination and uniformity recommendations
4. **DarkSky Wildlife Tuned Luminaires:** Luminaires with shielding and color spectra tuned to protect specific species habitats (e.g., Sea Turtle Sensitive Luminaires).

**C.** **Multiple listings:** The categories listed above are used within the DarkSky Approved searchable database to assist customers looking for specific luminaire types or for luminaires with specific qualities. Manufacturers may list their products in multiple categories. (See **Section 3.2 Fees**.)

## 1.2 Exclusions

**A.** **Variable CCT:** The maximum CCT for color tunable or field-selectable CCT products is 3000 K; products with options for CCTs higher than 3000 K are not eligible for the DarkSky Approved Luminaires program.

**B.** **Leveling adjustment:** Luminaires with adjustment mechanisms that allow an upward tilt greater than 5-degrees are not permitted.

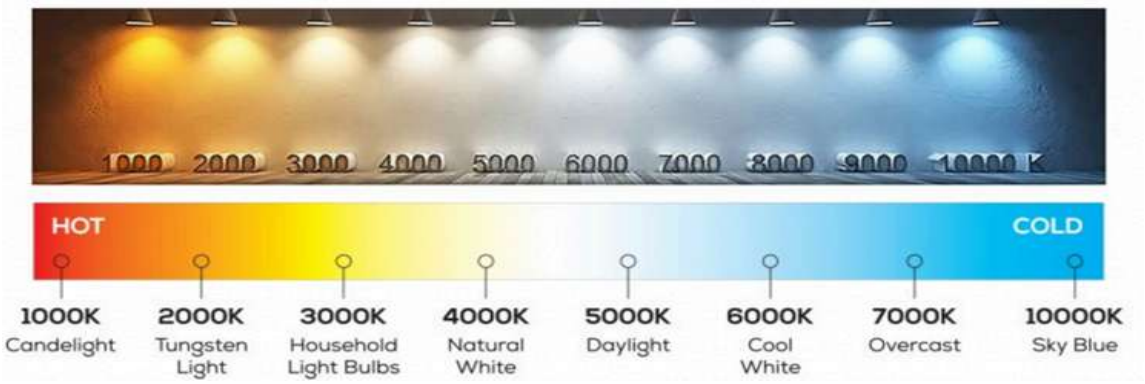
**C.** **Safety certification:** Products must have independent third-party electrical safety certification by a nationally recognized testing laboratory (e.g., UL, ETL, CSA, CE, TUV, ENEC). Products without electrical safety certification are not eligible for the DarkSky Approved Luminaires program, with an exception for fully off-grid solar lighting products that operate at 48 V DC or lower.

**D.** **Dimming:** Products over 500 lumens without an option for dimming to 10% or less of full output rating are not eligible for the DarkSky Approved Luminaires program. Dimming must be included in the product data sheet ordering matrix.

**E.** **Specialty application luminaires:** Products designed for a specific application must be qualified through a DarkSky Approved application-based program if one exists. For example, sports lighting luminaires are not eligible for the DarkSky Approved Luminaires program, since there is a DarkSky Approved Outdoor Sports Lighting program.

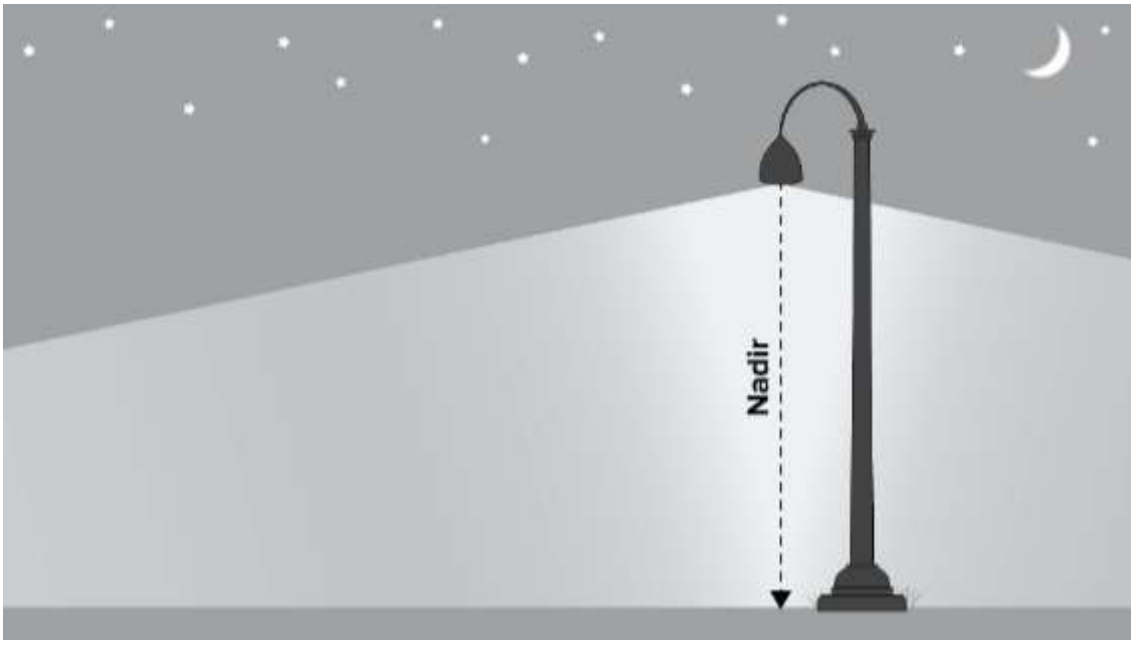
## 1.3 Definitions

**A.** **CCT (correlated color temperature):** The measured color appearance of light emitted by a light source described using a *nominal* value in kelvins (K). Lower CCTs (1800 K to 2200 K) appear very warm or amber. Medium CCTs (2700 K to 3000 K) appear "warm white," similar to standard incandescent bulbs. High CCTs (4000 K and higher) appear "cool white" or "blue."




**B.** **Luminaire Classification System:** Described in ANSI/IES TM-15-20, this is a luminaire classification system (LCS) for outdoor luminaires that provides information to lighting professionals regarding the lumen distribution within emission angles of specific interest. Light emissions within specific zones of the LCS may have limitations in the DarkSky Approved Luminaires program.

**C.** **Nadir:** The vertical direction that extends straight down from a luminaire's light source. Photometrically, this is a vertical angle of 0 degrees.




**D.** **Shielding option:** A solid opaque material shaped to reduce or eliminate the direct view of the light source when viewed from a particular side or from a long distance. Examples include house-side shields, beach-side shields, cul-de-sac shields, side shields, and louvers.

**E.** **Spectral content:** A representation of the radiant power emitted by a light source at each wavelength or band of wavelengths in the visible region of the electromagnetic spectrum.

**F.** **Type V distribution:** A classification of luminaire light distribution that has a circular symmetry of candlepower distribution that is essentially the same at all lateral angles around the luminaire. The pattern of light on the ground will be approximately circular.

**G.** **Type VS distribution:** A classification of luminaire light distribution where the zonal lumens for each of the eight horizontal octants (0-45, 45-90, 90-135, 135-180, 180-225, 225-270, 270-315, and 315-360 degrees) are within ±10 percent of the average zonal lumens of all octants. The distribution is similar to the Type V distribution but has a square shape.

**H.** **Uplight:** Any light output between 90 and 180 degrees above nadir, inclusive (i.e., LCS zones UL and UH combined). *Note:* All uplight allowances given within these Guidelines are based on uplight as a reflected byproduct of the structure of the luminaire, and not the light source.

# 2.0 Lighting criteria

## 2.1 DarkSky Residential Luminaire criteria

**A.** **Output:** Luminaire total light output shall not exceed 1,000 lumens.

**B.** **Uplight:** No more than 50 lumens are allowed between 90 and 180 degrees above nadir (i.e., LCS zones UL and UH combined). The light source shall not be visible from the horizontal plane that passes through the lowest light-emitting part of the luminaire.

**C.** **CCT:** The light source CCT shall not exceed nominal 3000 K.

**D.** **Dimming:** The luminaire shall be dimmable to 10% or less of its full light output rating. (see exclusion 1.2.D)

## 2.2 DarkSky Commercial Luminaire criteria

**A.** **Uplight:** The following are maximum percentages of total luminaire lumens, or maximum lumen amounts, allowed between 90 and 180 degrees above nadir, inclusive (i.e., LCS zones UL and UH combined):

1. Luminaires emitting 1,000 lumens or less: A maximum of 5 lumens total is allowed.
2. Luminaires emitting more than 1,000 lumens: No more than 0.5% of the total luminaire lumen output is allowed, up to a maximum of 50 lumens.

**B.** **High angle light:** For luminaires whose lowest light emitting surface is more than 1.2 meters (4 feet) above the ground the following maximum percentages of total luminaire lumens are allowed between 80 degrees and 90 degrees from nadir (i.e., LCS zones FVH and BVH combined):

1. Luminaires with a Type V or Type VS light distribution (see **Sections 1.3.F** and **1.3.G**, respectively): No more than 5% of the total luminaire lumen output is allowed.
2. Luminaires with all other distribution types: No more than 3% of the luminaire's total lumen output is allowed.

**C.** **Shielding option:** For pole mounted street, area, roadway, and parking lot luminaires a pre- or post-installation *shielding option* must be available and included in the product data sheet (See **Section 1.3.D**).

**D.** **CCT:** The light source CCT shall not exceed nominal 3000 K.

**E.** **Dimming:** The luminaire shall be dimmable to 10% or less of its full light output rating (see exclusion 1.2.D) .

## 2.3 DarkSky Pedestrian Comfort Luminaire criteria

**A.** **Output:** The luminaire total light output shall not exceed 10,000 lumens.

**B.** **Uplight:** The following are maximum percentages of total luminaire lumens, or maximum lumen amounts, allowed between 90 and 180 degrees above nadir, inclusive (i.e., LCS zones UL and UH combined):

1. Luminaires emitting 1,000 lumens or less: A maximum of 5 lumens total is allowed.
2. Luminaires emitting more than 1,000 lumens: No more than 0.5% of the total luminaire lumen output is allowed, up to a maximum of 50 lumens.

**C.** **High angle light:** For luminaires whose lowest light emitting surface is more than 1.2 meters (4 feet) above the ground, the following are maximum percentages or values allowed in the specified LCS zones or angles above nadir:

1. No more than 2% of the luminaire's total output shall be emitted between 80 and 90 degrees above nadir (i.e., LCS zones FVH and BVH combined).
2. No more than 35% of the luminaire's total output shall be emitted between 60 and 80 degrees above nadir (i.e., LCS zones FH and BH combined).
3. The vertical angle of maximum luminous intensity (candelas) shall be no higher than 68 degrees above nadir.

**D.** **CCT:** The light source CCT shall not exceed nominal 3000 K.

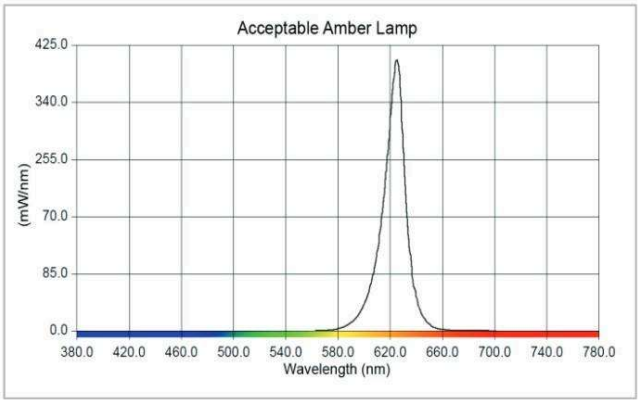
**E.** **Dimming:** The luminaire shall be dimmable to 10% or less of its full light output rating. (see exclusion 1.2.D) .

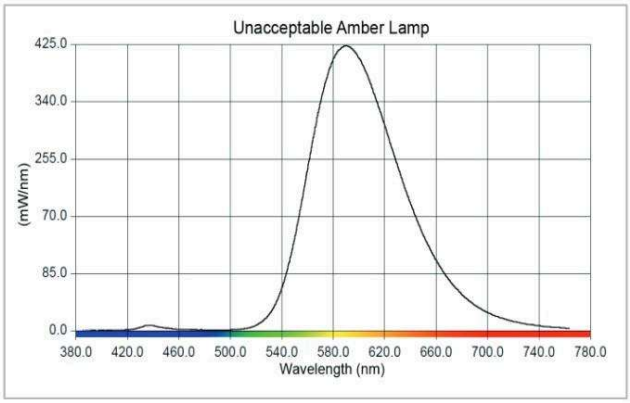
## 2.4 DarkSky Wildlife Tuned Luminaire criteria

**A.** **Criteria for Sea Turtle Sensitive Luminaires**

1. **Output:** The luminaire total light output shall not exceed 4,000 lumens.
2. **Uplight:** No light output shall be emitted between 90 and 180 degrees above nadir, inclusive (i.e., LCS zones UL and UH combined).
3. **High angle light**, for luminaires of all heights:
   a) No more than 2% of the luminaire's total output shall be emitted between 80 and 90 degrees above nadir (LCS zones FVH and BVH combined).
   b) No more than 35% of the luminaire's total output shall be emitted between 60 and 80 degrees above nadir (i.e., LCS zones FH and BH combined).
   c) The vertical angle of maximum luminous intensity (candelas) shall be no higher than 68 degrees above nadir.
   d) Luminaires must have enhanced shielding that is included in the product data sheet. This option is required for shielding the light source on the beach side of the luminaire.

4. **Spectral content:** The luminaire's emitted spectral power shall be at wavelengths of 560 nm or longer. The graph on the left displays an **acceptable** wavelength reading for a long-wavelength light source (i.e. amber lamp), with wavelength readings above 560 nm or higher. The graph on the right displayed an **unacceptable** wavelength reading, with wavelength readings below the 560 nm cutoff.




5. **Dimming:** The luminaire shall be dimmable to 10% or less of its full light output rating. (see exclusion 1.2.D) .

# 3.0 Submission process

## 3.1 Application and deliverables

### A. Application

1. Applicants must apply for DarkSky approval by uploading *all* information requested in the online submission form, as well as the supplemental documents listed in **Section 3.1.B Submission requirements**.

### B. Submission requirements

1. Image file (e.g., JPG, GIF, PNG) of the product for use on the DarkSky website
2. Manufacturer product data sheet:
   a) **Product families for which all models are compliant:** A data sheet is required for each family application being submitted. The DarkSky Approved logo may be used on all pages of the product data sheet package.

   b) **For product families available with non-compliant models and/or options:** The manufacturer must include a dedicated ordering matrix with only DarkSky-compliant options on the product data sheet. The ordering matrix shall be limited to include only product codes that meet the DarkSky Approved Luminaire program requirements. The ordering matrix shall be labeled as DarkSky Approved and is required in order for the application to be approved. The DarkSky Approved logo may be used only on the pages of the product data sheet package that limit the product offering to DarkSky Approved product codes, except that it may also be used on the first page of the product data sheet with a reference to the page that includes the DarkSky Approved ordering matrix. It is preferred to have a dedicated spec sheet as described in section 3.1.B.2.a.

**Standard Ordering Matrix** (example)

| Family/Series Code | Power Level/ Wattage | Distribution/ Optics | Light Color/ CCT | Mounting | Paint Finish | Voltage | Options |
|---|---|---|---|---|---|---|---|
| RZS (razor small) | 20 (20 watt)<br>30 (30 watt)<br>40 (40 watt)<br>50 (50 watt) | D1 (Type I)<br>D2 (Type II)<br>D3 (Type III)<br>D4 (Type IV)<br>D5R (Type V round)<br>D5S (Type V square) | 22 (2200K)<br>27 (2700K)<br>30 (3000K)<br>35 (3500K)<br>40 (4000K)<br>50 (5000K) | FSA (fixed short arm)<br>FLA (fixed long arm)<br>AA (adjustable arm) | BL (Black)<br>WT (White)<br>SV (Silver)<br>BZ (Bronze) | 120 (120 volt)<br>277 (277 volt)<br>347 (347 volt)<br>480 (480 volt) | HS (house shield)<br>DM (0-10v dimming)<br>TL (photocell)<br>MS (motion sensor) |

**DarkSky Approved Ordering Matrix** (example)

| Family/Series Code | Power Level/ Wattage | Distribution/ Optics | Light Color/ CCT | Mounting | Paint Finish | Voltage | Options |
|---|---|---|---|---|---|---|---|
| RZS (razor small) | 20 (20 watt)<br>30 (30 watt)<br>40 (40 watt) | D1 (Type I)<br>D2 (Type II)<br>D3 (Type III)<br>D5R (Type V round)<br>D5S (Type V square) | 22 (2200K)<br>27 (2700K)<br>30 (3000K) | FSA (fixed short arm)<br>FLA (fixed long arm) | BL (Black)<br>WT (White)<br>SV (Silver)<br>BZ (Bronze) | 120 (120 volt)<br>277 (277 volt)<br>347 (347 volt)<br>480 (480 volt) | HS (house shield)<br>DM (0-10v dimming)<br>TL (photocell)<br>MS (motion sensor) |

c) For pole mounted street, area, roadway, and parking lot luminaires: A pre- or post-installation *shielding option* must be available and included in the product data sheet (See **Section 1.3.D**).

3. A photometric file (IES or LDT format) and original test lab report (pdf format) is required for each distribution type offered at the highest power level offered. Simulated photometry will not be accepted. Photometric files and reports must include vertical measurements from 0 to 180 degrees in increments of no more than 5 degrees for both front and back halves of the distribution. Photometric files and reports must include horizontal measurements from 0 to 360 degrees in increments of no more than 15 degrees.

a) Only photometric reports by an ISO 17025 accredited test laboratory with a scope including goniophotometer testing to IES LM-79-2019 or newer, EN 13032-1 or EN 13032-4 will be accepted. The accreditation body used must be displayed on the front page of all photometric test reports submitted. A list of approved accreditation bodies can be referenced here.

4. Independent third-party electrical safety certificate from a nationally recognized testing laboratory. (Examples include UL, ETL, CSA, CE, TUV, ENEC.)

5. For Wildlife Tuned Luminaire submissions only: Spectral content data (pictorial, graphic, or tabular), to validate spectral characteristics (refer to **Section 2.4 Wildlife tuned luminaires**).

6. All documents submitted must include the product code/model number, or product family name as part of the filename.

## 3.2 Fees

Fees are found here.

# 4.0 Approval terms and limitations

## 4.1 Terms

**Process and schedule:**

1. Once the submission requirements (see **Section 3.1.B**, respectively) have been uploaded via the online submission form, the submitter will be contacted and provided the application fee total and any feedback related to the submission.
2. Missing, unclear, or incorrect information may extend the review process beyond the standard turnaround time.
3. Only submissions made through the online submission form will be considered for review and approval.
4. Once all of the correct information and documents have been received, the review process has a typical turnaround time of five to ten business days.
5. DarkSky Approval Certificates are typically sent via email three to five business days after receipt of final payment. At this time, the approved products will also be displayed on the DarkSky Approved Luminaires webpage.

## 4.2 Limitations

**Compliance:** DarkSky Approval is given only for products for which full compliance with the lighting criteria described in this document (see **Section 2 Lighting Criteria**) has been demonstrated and all supporting documentation and payment has been received.

# APPENDIX A – BACKGROUND

DarkSky International is the authoritative voice on light pollution. DarkSky International educates lighting designers, manufacturers, technical committees, and the public about controlling light pollution. We recognize that the best way to accomplish our goal of protecting and restoring our natural nighttime environment is through the promotion of quality outdoor lighting. To achieve this, we developed the DarkSky Approved Luminaires program (formerly, Fixture Seal of Approval program) to provide objective, third-party review of exterior luminaire lighting performance to ensure it meets our criteria for reducing obtrusive light, light trespass, and sky glow.

# Town Council
# Agenda Information Memorandum

**Meeting Date:** April 15, 2026

**Agenda Item Type:**

☐ Consent Agenda ☐ Informational Presentation ☒ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

**Requesting Department:** Town Manager **Staff Resource:** Town Manager Miranda Fisher

**Agenda Title:** Discussion, consideration, and possible direction regarding the Solar Power Purchase Agreement for the Equestrian Center following the Camp Verde Arena Association vacating the facility.

**Attached Documents:**

- Transfer and Assignment of Solar Power Purchase Agreement
- Original Power Purchase Agreement with the Camp Verde Arena Association
- April 2026 Solar Invoice

**Estimated Presentation Time:** 5 minutes **Estimated Discussion Time:** 20 minutes

**Reviewed By:**

☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

**Financial Review** (if applicable)**:**

- Funding Source / GL Account Number: Town staff will be creating a budget to be housed within Public Works for the Equestrian Center. Funding to offset expenses will come from the General Fund.
- Approved in the FY25 Budget? ☐ Yes ☒ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☒ No ☐ N/A ☐ Other:

## Background Information:

In April 2025, the Camp Verde Arena Association (CVAA) entered into a Power Purchase Agreement for solar at the Equestrian Center. With the departure of the CVAA, the Town Council must now determine how it would like to proceed with the existing solar PPA associated with the facility.

As part of this transition, the Town has been in discussions with SolarEnergyLease.com, LLC regarding a potential transfer and assignment of the PPA, whereby the Town would assume all rights and obligations previously held by CVAA under the agreement. This transfer has not yet occurred and is subject to Council direction. If approved, all terms of the original agreement would remain in full force and effect, with the Town becoming the responsible party.

However, despite the transfer not yet being finalized, the Town is currently responsible for the April service costs associated with the system, as CVAA has vacated the facility. The April invoice has been included in the agenda packet for Council's review to provide transparency on the ongoing financial obligation tied to the system.

**Agreement Overview:**
The solar system operates under a Power Purchase Agreement (PPA), which functions similarly to an operating lease. Under this structure:

- The Town does not own the solar system; ownership remains with SolarEnergyLease.com, LLC.
- There are no upfront costs associated with the system installation.
- The Town pays only for the power generated by the system at an agreed-upon rate (currently approximately $0.17 per kWh in Year One).
- Estimated monthly costs are approximately $431.45 in the first year, subject to annual escalation.
- The agreement term is 25 years.

Additionally, the solar provider is responsible for system maintenance, repairs, and performance guarantees throughout the term of the agreement at no additional cost to the Town.

Staff has not yet received a copy of CVAA's APS utility bill to evaluate actual cost savings associated with the system; however, staff is working to obtain this information and anticipates providing it to Council at the meeting for physical distribution.

Representatives from the solar provider will be present at the meeting to answer any technical or contractual questions related to the system and agreement.

**Council Consideration:**
Council is being asked to provide direction on how to proceed with the solar agreement. Options include:

1. Continue the Agreement Under the Town:
    - The Town assumes full responsibility for the PPA and continues to utilize the system under the existing terms.
    - This maintains the benefit of on-site renewable energy with no capital investment, but includes ongoing monthly costs.
2. Terminate or Seek Exit from the Agreement:
    - Council may direct staff to explore with the Town Attorney options to terminate or otherwise exit the agreement, subject to contractual terms and any associated costs or penalties.

### Connection to the FY25-FY30 Strategic Plan

Supporting and evaluating renewable energy infrastructure, such as solar, aligns with the Town's commitment to strengthening infrastructure capacity, improving operational efficiency, and promoting long-term sustainability.

### Question(s) before the Council:

- How does the Council want to proceed with regard to the PPA for solar at the Equestrian Center?

**TRANSFER AND ASSIGNMENT OF SOLAR POWER PURCHASE AGREEMENT**

This TRANSFER AND ASSIGNMENT OF SOLAR POWER PURCHASE AGREEMENT (**"PPA"**) is entered into on this _1st___ day of _April__, 2026, by and between the__Camp Verde Arena Association__ with an address of **__*1495 E HIDEOUT ARENA LN,CAMP VERDE, AZ 86322*___** ("***Assignor***"), and **__The Town of Camp Verde_____**, ("***Assignee***") (Collectively, referred to herein as, this "***Assignment***").

**RECITALS**

A. Whereas, Assignee is the owner of the real property located at ***_1495 E HIDEOUT ARENA LN,CAMP VERDE, AZ 86322_*** (the "***Property***");

B. Whereas, the Property is subject to that certain Solar Power Purchase Agreement entered into on or about ***_4/4/2024__***, between Assignor and SolarEnergyLease.com, LLC ("***SEL***"), with all its exhibits and addendums and related documents, a copy of which is incorporated herein by this reference (the "***PPA***");

C. Whereas, the PPA contemplates that upon the Selling of the Property and Pursuant to Section 12 of the PPA, the Assignor may transfer the PPA and the Monthly Payments thereunder if the Assignee meets the transfer requirements, is approved by SEL, and obtains SEL's written approval of such transfer;

D. Assignor desires to assign to Assignee, and Assignee desires to assume all of Assignor's rights and obligations as Customer under the PPA, with the consent of SEL.

NOW THEREFORE, in consideration of the foregoing recitals and the covenants contained herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound, Assignor assigns to Assignee the PPA under the following terms and conditions:

**AGREEMENT**

1. **Definitions**. All capitalized terms and definitions contained in this Assignment shall have the same meaning as stated in the PPA.

2. **Transfer and Assignment**. Assignor hereby assigns the PPA and all of its rights, title and interests thereunder to Assignee and shall complete and effectuate all necessary documents, including, but not limited to, and if applicable, an Assignment of the Memorandum of Lease; an Authorization for the Release of Information; all necessary UCC financial filings and amendments; and any other document as deemed necessary by SEL hereinafter. Assignee shall have all of the rights of Assignor under the PPA including, without limitation, any options to renew or extend the PPA, should any of the foregoing exist. Assignee hereby accepts this Assignment subject to the following terms, amendments, and modifications to the PPA:

   a. Assignee shall continue to pay, as pro-rated from the date of closing, the monthly fee as enumerated in the PPA for the balance of the lease period.



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b. Assignee shall cooperate and execute all documents necessary by the SEL to effectuate this Assignment.

c. All other terms of the PPA not inconsistent with the above shall remain in full force and effect.

3. **Assumption**. Assignee hereby assumes and agrees to be bound by all of Assignor's obligations and to perform all the terms, covenants and conditions of the PPA, including the lease payments, after the date hereof subject to the terms enumerated herein.

4. **Consent of SEL**. By SEL's signature below SEL hereby consents to this Assignment. This Consent shall not constitute a waiver of the obligation of the Assignee to obtain SEL's consent to any subsequent assignment, sublease or other transfer under the PPA, which shall not be unreasonably withheld (collectively, the "Consent").

5. **Release**. Upon assignment, the Assignor is released from any further obligations under the PPA.

6. **Review Fee**. In consideration for the execution of the Consent by SEL, Assignor hereby agrees to pay to SEL a fee of $300.00, which fee shall be due and payable on the Effective Date.

7. **No Representations and Warranties.** Assignee represents and warrants that Assignee has inspected all the products installed constituting the collateral under the PPA ("PPA Products") and is satisfied as to the condition, size, and location of said products. This Assignment is only an assignment of a right to use the PPA Products and does not convey fee title to the PPA Products.

8. **Full Force and Effect of PPA**. Except as specifically modified herein, the PPA will continue in full force and effect.

9. **Attorneys' Fees**. If either party hereto shall files any action or bring any proceeding against the other party arising out of this Assignment, the prevailing party shall be entitled to recover from the other party all costs and expenses, including, without limitation, reasonable attorneys' fees, and court costs incurred by the prevailing party as determined by the court.

10. **Successors and Assigns**. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11. **Effective Date**. This Assignment shall be effective upon the full execution of this transfer agreement.

12. **Authority**. Each signatory to this Consent represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

13. **Counterparts**. This Consent may be executed in counterparts and shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories to the original or the same counterpart provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties.



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IN WITNESS WHEREOF, this Assignment of PPA is executed under seal on the____1st___day of__April____, 2026.

ASSIGNOR

_____ _____(Seal)

_____ _____(Seal)

ASSIGNEE

_____ _____(Seal)

SEL

_____ _____



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STATE OF ARIZONA)

County of Yavapai)

On this, the _____ day of _____, 2026, before me, the undersigned Notary Public, personally appeared _____, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

Notary Public

My Commission Expires: _____

STATE OF ARIZONA)

County of Yavapai)

On this, the _____ day of _____, 2026, before me, the undersigned Notary Public, personally appeared _____known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

_____

Notary Public

My Commission Expires: _____



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| Customer Name & Address | Installation Location | Date |
|---|---|---|
| Camp Verde Arena Association | 1495 E Hideout Arena Ln, Camp Verde, AZ 86322 | 4.2.24 |

This page contains a summary of the core Power Purchase Agreement (PPA) terms. This page is only a summary, not a binding contract. The full terms and conditions are contained in the PPA itself, and they prevail over this summary. SEL will stand for SolarEnergyLease.com, LLC through this document.

| | | | |
|---|---|---|---|
| _____$0.00_____<br>Amount due at contract signing and install | ____$0.17_____<br>Rate per kWh – Year One | _____$431.45_____<br>Estimated Monthly Payment Amount – Year One | _____25_____<br>Agreement Term |

| SEL Promise | You Agree |
|---|---|
| **1.** SEL agrees to install a __17.6___ kW DC solar system on the agreed upon site.<br>**2.** SEL estimates the system will produce ___30,455____ kWh in the first year of operation.<br>**3.** There are no upfront fees. You do not pay any equipment or installation costs. We do.<br>**4.** SEL owns the system, and you are agreeing to purchase the power it generates at a predictable and transparent rate.<br>**5.** SEL will charge you an initial rate of $__0.17____ per kWh.<br>**6.** Your initial SEL Predictable Payment Monthly Bill will be $____$431.45_ per month.<br>**7.** If the system does not produce as expected, SEL has a performance guarantee and will credit you the difference at your per kWh rate (See Exhibit G).<br>**8.** Your PPA starts on the day of 'Permission to Operate' (turn on) the system granted by your utility.<br>**9.** The kWh rate you pay SEL will rise __1.90___% per year for the Term of the Agreement (See Exhibit F).<br>**10.** Your Predictable Payment Monthly Bill will therefore rise at the same annual rate (See Exhibit F).<br>**11.** The term of this Agreement is 25 years.<br>**12.** SEL will acquire all necessary permits and approvals for safe installation and utility interconnection.<br>**13.** SEL will engineer and procure equipment in accordance with all applicable building codes and standards for your State and local jurisdiction.<br>**14.** SEL warrants and repairs the system at no additional cost to you throughout the term. | **1.** The solar system is owned and operated by SEL. You cannot claim the system as yours for any purpose.<br>**2.** You will have anyone who has an ownership interest in your Property sign this Agreement.<br>**3.** To return any documents we send you for e-signature, such as permit and utility application forms, within 7 days of receiving them.<br>**4.** To be responsible for any conditions at your Property that might disrupt a safe and efficient installation.<br>**5.** To be reasonably available to schedule site visits, installation, and inspection appointments.<br>**6.** Once the system is operating, you will receive two monthly electricity bills: one from your electric utility company APS and one from SEL.<br>**7.** The solar system will provide power to offset other usage, but you may still incur monthly fixed or excess charges from my electric utility.<br>**8.** You cannot remove, modify, or perform maintenance to the system without explicit authorization from SEL.<br>**9.** You agree not to do anything to the property that would damage or otherwise obstruct the system's performance.<br>**10.** To maintain and make available a functioning internet connection. |

Customer: Camp Verde Arena Association

Installer/Contractor: SolRac Solar and Electric, LLC, or its assigns

This power purchase agreement (this “Agreement” or “PPA”) is the agreement between a Property owner and Co-Property owner (if applicable) and “you” and “your”) and SolarEnergyLease.com, LLC (together with its successors and assigns, “SolarEnergyLease.com, LLC” or “we,” “us” and “our”), entered into as of ___4/2/2024_____ (“Effective Date”) covering the date to you of the power produced by the solar panel system described herein (the “System”) we will install at your property located at: _1495 E Hideout Arena Ln, Camp Verde, AZ 86322_____.

This Agreement consists of the terms and conditions outlined in the table of contents and the following Exhibits:

- ○ Exhibit A Electronic Funds Transfer or Credit Card Payment Authorization
- ○ Exhibit B Limited Warranty
- ○ Exhibit C Omitted
- ○ Exhibit D Omitted
- ○ Exhibit E RESERVED
- ○ Exhibit F PPA Rate Statement / Payment Schedule
- ○ Exhibit G Performance and Production Guarantee

This Agreement is a legally binding agreement, so please read everything carefully including all of the Exhibits.

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## 1. INTRODUCTION

This Power Purchase Agreement (the “Agreement” or “PPA”) is entered into by and between you (“Customer” or “property owner” or “you”) and SolarEnergyLease.com, LLC, together with its successors and Assignees (“SEL” or “we”), as of the Effective Date for the sale and purchase of all electric energy generated by a solar photovoltaic system (the “Solar System”) to be installed on or at your property located at ___1495 E Hideout Arena Ln, Camp Verde, AZ 86322_____ (the “Property”). SEL agrees to sell to you, and you agree to buy from SEL, all of the power produced by the System on the terms and conditions described in this Power Purchase Agreement.

SolarEnergyLease.com, LLC will coordinate development and installation of the System at the Installation Location listed on the cover page, which address will be referred to herein as the “Property” or your “Home.” SolarEnergyLease.com, LLC provides you with a Limited Warranty for the System which is attached as EXHIBIT B.

Following the Effective Date, a representative of SolarEnergyLease.com, LLC will contact you to verify your information. If you do not meet your contractual obligations under this Agreement, you may lose your rights to the System.

You are entitled to a completely filled out copy of this Agreement signed by both you and SEL before any commencement of installation work begins. This Agreement is effective as of ____4/2/2024_____.

You may manage your obligations pursuant to this Agreement and communications with SolarEnergyLease.com, LLC regarding this Agreement in SolarEnergyLease.com, LLC online customer portal (the “App” herein).

You may also contact SolarEnergyLease.com, LLC via email at office@gfilllp.com with any questions regarding this Agreement.

## 2. PPA TERM

SolarEnergyLease.com, LLC agrees to sell you power generated by the System for a minimum of twenty-five 25 years. If the Interconnection Date is not on the first day of a calendar month, the number of days left in that partial calendar month, including the Interconnection Date, as defined below. We refer to this period of time as the “PPA Term”. The Interconnection Date is the date that the System is ready to be turned on and generate power. The PPA Term begins on the Interconnection Date. SolarEnergyLease.com, LLC will notify you by email when your System is ready to be turned on.

**Approximate Start Date.**

The installation work to be performed by SolarEnergyLease.com, LLC pursuant to this Agreement shall commence (the “Commencement Date”) within thirty 30 business days from the date that is the later of the date in which (a) all permits have been issued; (b)

any required property owner's association approval letter has been received, and (c) all materials have been delivered to the site.

**Approximate Interconnection Date.**

All work to install the System shall be completed as soon as possible, subject to any applicable amendments to this Agreement. The time between Commencement Date and Interconnection Date will vary depending on a number of factors, some outside the control of SolarEnergyLease.com, LLC and/or its contractors/subcontractors. These factors include the process for obtaining approvals for utility interconnection, approval for parallel operation by the applicable public utility, any applications for any Tax Credits as defined in Section 4 below, and/ or compliance with any applicable statute, regulation, permit, restriction, tariff, by-law (zoning or otherwise), guideline, injunction, or judgment enforced by any applicable authority (the "Applicable Laws") . The installation shall be deemed completed upon the date the System is connected to the electrical grid and approved to begin generating power ("Interconnection Date").

**3. SYSTEM DESCRIPTION**

System Size: ____17.6 kWh_____

Equipment Description:

Inverter System
High-efficiency solar panels
Racking and balance of materials required for installation

Your panels may be from any SolarEnergyLease.com, LLC-approved manufacturer including, but not limited to, Canadian Solar, Q Cell Hanwha, Trina, LG Electronics, Silfab, ET Solar, REC, URECO, Yingli, and VSUN. SolarEnergyLease.com, LLC may substitute equipment depending upon availability and may change its list of approved manufacturers from time to time. Should a substitution of manufacturer materially change the production or cost of the System, either party may exercise the options to terminate this Agreement pursuant to Section 6 below. YOU AGREE THAT YOU HAVE REVIEWED THE ABOVE DESCRIPTION OF THE SYSTEM AND EQUIPMENT.

4. PPA PAYMENTS; AMOUNTS

a. No Deposit

There is no deposit for this Agreement.

b. Pricing.

(i) Power Price. You are purchasing all of the power the System produces. During the first year of the term, the purchase price is $____0.17_____ per kWh. After the first year, the price per kWh will increase in accordance with Exhibit F which is attached and incorporated herein.

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(ii) Payments. Your “Monthly Payments” will be the product of A the annual price per kWh multiplied by B the estimated kWh output for the calendar year (“Estimated Annual Production”) divided by C twelve 12 months. Invoices for Monthly Payments will be mailed or emailed no later than ten 10 days after the end of a calendar month. All payments will be required to be paid via ACH whereby we will debit your bank account on or about the 1st day of the next month following invoice. Monthly Payments will change as your price per kWh changes over the Term of this Power Purchase Agreement. You will have regular access to the System’s production via your SolarEnergyLease.com, LLC online account. Payments due upon installation, if any, are due immediately prior to commencement of installation. In this case, you will pay only the amounts listed in the key terms summary on page one of this Power Purchase Agreement.

(iii) Estimated Production. If A you take some action that significantly reduces the output of the System; B you fail to adhere to your System, Home, and Property Maintenance obligations listed in Section 5; and your failure causes a reduction in the output of the System or C your System is not reporting production to SolarEnergyLease.com, LLC (e.g. you have disconnected the System or the internet connection at your Property goes down on the reporting day), then SolarEnergyLease.com, LLC will reasonably estimate the amount of power that would have been delivered to you during such System or reporting outages or reduced production periods (“Estimated Production”) and shall consider Estimated Production as actual production for purposes of this paragraph. In the first year of the Term, Estimated Production will be based on our production projections. After the first year of the Term, Estimated Production will be based on historical production for that month in the prior year. If we bill you for Estimated Production because your System is not reporting production to SolarEnergyLease.com, LLC, and we subsequently determine that we have either overestimated or underestimated the actual production, then we will adjust the next bill downward (to credit overbilling) or upward (to make up for lost billing). You will not be charged for Estimated Production when the System is not producing electricity due to SolarEnergyLease.com, LLC’s fault, or if it’s due to grid failure or power outages caused by someone other than you. THE WARRANTY ATTACHED AND INCORPORATED HEREIN AS EXHIBIT G – PERFORMANCE AND PRODUCTION GUARANTY IS YOUR SOLE AND EXCLUSIVE REMEDY FOR YOUR SYSTEM’S FAILURE TO PRODUCE AN ADEQUATE AMOUNT OF ELECTRICITY. SolarEnergyLease.com, LLC DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ENERGY PRODUCED BY THE SYSTEM FOR ANY INTERIM PERIODS BETWEEN EACH THIRTYSIX 36 MONTH PRODUCTION GUARANTEE PERIOD OR THAT YOU WILL REALIZE ANY SAVINGS AS COMPARED TO THE COSTS OF PURCHASING YOUR POWER FROM THE LOCAL UTILITY.

(iv) If the Actual Annual Production is more than the Estimated Annual Production for the previous year, SEL may, at its option, A apply the difference between the

Actual Annual Production and the Estimated Annual Production to an Overestimate of Production for the current year or a subsequent year and/or B increase the Estimated Annual Production and the Monthly Payments for the current year and thereafter.

c. Taxes

(i) Tax Payments. If any taxes (including, but not limited to, sales and transaction taxes and including any associated interest and penalties) are assessed related to this Power Purchase Agreement, the System or the sale of electric energy (other than with respect to taxes on income from the System), you agree to pay the applicable taxes. Thus, if tax rates change, SolarEnergyLease.com, LLC's electrical rate will change to reflect this rate change. You also agree to pay as invoiced any applicable personal property taxes on the System that your local jurisdiction may levy. If any such taxes are paid by SolarEnergyLease.com, LLC, you agree to pay or reimburse SolarEnergyLease.com, LLC for all such taxes, except to the extent that you are prohibited from doing so by applicable law.

(ii) Tax Credits. The listed tax payments do not consider any applicable tax credits or incentives. You agree that any and all tax credits, incentives, capacity rights, rebates, renewable energy/ carbon credits, any credit compensation rates offered by any applicable authority, including, but not limited to, value of solar tariffs or net metering benefits, and/or any other applicable benefits to SolarEnergyLease.com, LLC (the "Tax Credits") are exclusively the property of and the benefit of SolarEnergyLease.com, LLC. You may be eligible for tax rebates and/or tax credits available only to the property owner.

d. Payment Method; Late Payment Interest

The above-listed Monthly Payment amount assumes you will make automatic ACH payments. If you pay by any method besides automatic ACH payments, your Monthly Payment will be increased accordingly.

If you agree to ACH payments, you agree to pay SolarEnergyLease.com, LLC all amounts owed pursuant to the Agreement via electronic funds transfer. You agree to sign the Electronic Funds Transfer Authorization attached as EXHIBIT A to this Agreement.

In the event you fail to timely pay amounts when due, late payments accrue interest at the lesser of twelve percent 12% or be assessed a late payment fee of $ 25 (or such lower amount as required by applicable law) beginning on the tenth 10th) day after the date the payment was due and continuing until paid in full. Late payments hereunder may be reflected in your credit report.

YOU ATTEST THAT YOU HAVE REVIEWED THE ABOVE TERMS INCLUDING THE PURCHASE PRICE AND MONTHLY PAYMENT SCHEDULE AND AGREE TO THEM.

| Authorized Signer: | Authorized Signer |
|---|---|
| Signature: DocuSigned by: Robert Stacey Barker 0C3C7EC2C651445... | Signature: _____ |
| Name: Robert Stacey Barker | Name: _____ |
| Title: Vice President | Title: _____ |
| Date: 4/4/2024 | Date: _____ |

5. PPA OBLIGATIONS

a. System Maintenance. You agree to:

(i) only have the System repaired pursuant to the Limited Warranty and reasonably cooperate when repairs are being made;

(ii) keep trees, bushes and hedges trimmed so that the System receives as much exposure to sunlight as it did when it was installed;

(iii) protect the System from debris, animals, and infestation pursuant to the Limited Warranty;

(iv) not modify the property, or landscaping in a way that shades the System;

(v) be responsible for any conditions at the property that affect the installation, repair, and maintenance (e.g. blocking access to the roof or removing a tree that is in the way);

(vi) be responsible for the structural integrity of the property where the System is installed, including structural or electrical modifications necessary to prepare the property and roof / area for the System. You agree that SolarEnergyLease.com, LLC is not responsible for any known or unknown property conditions;

(vii) be responsible for compliance with all requirements, rules and regulations of any property owner's association governing the Property. You agree that, in the event a property owner's association denies an application or other document related to the System, and you direct SolarEnergyLease.com, LLC to proceed despite such denial, you will be responsible for all responsibility relating to the property owner's association (including verifying such responsibility upon request, in the form attached hereto as Exhibit D;

(viii) not remove any markings or identification tags on the System;

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(ix) permit SolarEnergyLease.com, LLC, its employees, agents, and contractors, after we give you reasonable notice, to inspect the System for proper operation as we reasonably determine necessary;

(x) use the System primarily for personal, family or household purposes; and not to heat a swimming pool

(xi) not do anything, permit or allow to exist any condition or circumstance that would cause the System not to operate as intended at the Property;

(xii) notify SolarEnergyLease.com, LLC immediately if you think the System is damaged or appears unsafe; if the System is stolen; and prior to changing your electric provider;

(xiii) have anyone who has an ownership interest in your Property sign this Agreement;

(xiv) consent to, authorize, and direct SolarEnergyLease.com, LLC to access and to use any data that may be obtained or generated by SolarEnergyLease.com, LLC in operating the System for SolarEnergyLease.com, LLC's business purposes, including but not limited to sharing your personal information as necessary to qualify for Tax Credits.

(xv) authorize SolarEnergyLease.com, LLC to utilize the electricity generated by the System to engage in any utility demand response efforts to maximize any Tax Credits and curtail load stress on the grid, including but not limited to time-of-use pricing, critical peak pricing, critical peak rebates, and variable peak pricing, so long as, in doing so, SolarEnergyLease.com, LLC continues to comply with the terms and conditions set forth in this Agreement;

(xvi) cooperate fully with SolarEnergyLease.com, LLC's efforts in seeking utility interconnection approval, parallel operation approval, and any net metering and/or Tax Credits. This duty to cooperate includes, but is not limited to, the duty to return signed any documents SolarEnergyLease.com, LLC sends you for signature within seven 7 days of receiving them;

(xvii) authorize SolarEnergyLease.com, LLC to maintain control of the System and all applicable electrical panels and conduits on your Property for the purposes of working with a system operator or utility to facilitate interconnection to support SolarEnergyLease.com, LLC's application for Tax Credits;

(xviii) authorize SolarEnergyLease.com, LLC to install critter guard to help protect the system from pests, animals, and infestation that can damage components of the system;

(xix) maintain and make available, at your cost, a functioning indoor Internet connection with one available wired Ethernet port and standard AC power outlet within ninety 90 feet of the System's AC/DC inverter(s);

(xx) authorize SolarEnergyLease.com, LLC to make inquiries concerning your credit history and standing from time to time; and

(xxi) authorize SolarEnergyLease.com, LLC to (i) call you and (ii) send pre-recorded and text messages to your provided phone number regarding the installation, maintenance, and administration of your System using automated telephone technology even if your phone number is listed on any national or state "Do Not Call" list. Message and data rates may apply.

Authorized Signer Initials DS RSB Co- Authorized Signer Initials: _____

b. System Construction, Repair, and SolarEnergyLease.com, LLC obligations.

SolarEnergyLease.com, LLC agrees (and, as applicable, agrees to cause our contractors) to:

(i) schedule the installation of the System at a mutually convenient date and time;

(ii) construct the System according to written plans you review that provides a detailed description of work to be done;

(iii) provide you with a web-enabled meter to accurately measure the amount of power the System delivers to you;

(iv) notify you if the System design has to be materially changed so that you can review any such changes;

(v) clean up after ourselves during the construction of the System;

(ix) repair the System pursuant to the Limited Warranty and reasonably cooperate with you when scheduling repairs;

(xi) install, operate and maintain the System in accordance with any Applicable Laws.

c. System Installation & Interconnection Timeline

Your System requires review and approval by your utility. Review and approval of your application may take 13 months or more to complete.

SolarEnergyLease.com, LLC will work with you to complete this process as quickly as possible.

By initialing below, you acknowledge that it may take several months to complete the review of your application and complete Interconnection of your system.

Authorized Signer Initials DS RSB Co- Authorized Signer Initials: _____

d. Property Renovations or Repairs

If you want to make any repairs or improvements to the Property that could interfere with the System (such as repairing the roof where the System is located), you may only remove and replace the System at your cost and pursuant to the Limited Warranty.

e. No Alterations

You agree that you will not make any modifications, improvements, revisions or additions to the System or take any other action (such as modifying your Property or landscaping in a way that affects the System) that could void the Limited Warranty or alter the expected production the System without SolarEnergyLease.com, LLC's prior written consent. If you make any modifications, improvements, revisions or additions to the System, they will become part of the System and shall be SolarEnergyLease.com, LLC's property.

f. Access to the System

You grant to SolarEnergyLease.com, LLC and its employees, agents, and contractors a royalty-free license for the duration of this Agreement, to allow us to access the System from a public road or access route, including use of all of your ingress and egress rights to your Property and access to the roof, all electrical panels, and conduits, for the purpose of (i) installing, constructing, operating, owning, repairing, removing, and replacing the System or making any additions to the System or installing complementary technologies on or about the location of the System; (ii) enforcing SolarEnergyLease.com, LLC’s rights as to this Agreement and the System; (iii) installing, using and maintaining electric lines, inverters and meters, necessary to interconnect the System to your electric system at the Property and/or to the utility’s electric distribution system; or (iv) taking any other action reasonably necessary in connection with the construction, installation, operation, maintenance, monitoring, removal or repair of the System. This access right shall continue for up to ninety 90 days after this Agreement expires or is terminated and the system is removed. SolarEnergyLease.com, LLC shall provide you with reasonable notice of its need to access the Property whenever commercially reasonable.

During the time that SolarEnergyLease.com, LLC has access rights, you shall ensure that its access rights are preserved and shall not interfere with or permit any third party to interfere with such rights or access. You agree that the System is not a fixture, but SolarEnergyLease.com, LLC has the right to file any UCC1 financing statement or fixture filing that confirms its interest in the System.

g. Indemnity

To the fullest extent permitted by law, you shall indemnify, defend, protect, save and hold harmless SolarEnergyLease.com, LLC, its employees, officers, directors, agents, successors and assigns from any and all third-party claims, actions, costs, expenses (including reasonable attorneys' fees and expenses), damages, liabilities, penalties, losses, obligations, injuries, demands and liens of any kind or nature arising out of, connected with, relating to or resulting from your negligence or willful misconduct; provided, that nothing herein shall require you to indemnify SolarEnergyLease.com, LLC for its own negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

h. Acknowledgment of PPA Payments

The Monthly Payment set forth in Section 4 describes your Monthly Payment obligations under this Agreement.

YOU AGREE THAT YOUR OBLIGATION TO PAY ALL MONTHLY PAYMENTS AND ALL OTHER AMOUNTS DUE UNDER THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL UNDER ALL CIRCUMSTANCES AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, DEFENSE, COUNTERCLAIM, SETOFF, RECOUPMENT OR REDUCTION FOR ANY REASON WHATSOEVER, IT BEING THE EXPRESS INTENT OF THE PARTIES THAT ALL AMOUNTS PAYABLE BY YOU HEREUNDER SHALL BE AND CONTINUE TO BE PAYABLE IN ALL EVENTS INCLUDING BY YOUR HEIRS AND ESTATE AND, EXCEPT AS SET FORTH BELOW IN SECTIONS 6 AND 28, YOU HEREBY WAIVE ALL RIGHTS YOU MAY HAVE TO REJECT OR CANCEL THIS AGREEMENT, TO REVOKE ACCEPTANCE OF THE SYSTEM, OR TO GRANT A SECURITY INTEREST IN THE SYSTEM.

i. Utility Service

You agree to continue to subscribe to the utility service that you had at the time of entering into this Agreement and you agree to execute all documentation associated with that utility service. You agree to not alter or change your utility service without express written approval from SolarEnergyLease.com, LLC.

j. Supplemental Energy

All electric energy made available by the System is for use at your Property pursuant to this Agreement. If at any time, you need more electricity than is being produced by the System (“Supplemental Energy”), you will be responsible for purchasing that Supplemental Energy from another supplier, such as your utility.

k. Credit Check

SolarEnergyLease.com, LLC may have prescreened your credit. Prescreening of credit does not impact your credit score. You can choose to stop receiving “prescreened” offers of credit from SolarEnergyLease.com, LLC and other companies by calling toll-free 1-888-567-8688.

You authorize SolarEnergyLease.com, LLC or its designee to obtain your credit report now and in the future, check your credit and employment history, answer questions others may ask regarding your credit and share your credit information with SolarEnergyLease.com, LLC’s financing partners. You certify that all information you provide to us in connection with checking your credit will be true and understand that this information must be updated upon request if your financial condition changes.

6. CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM

a. SolarEnergyLease.com, LLC’s Obligation to Install and Sell Power

SolarEnergyLease.com, LLC's obligations to install the System and sell you power are conditioned on the following items having been completed to its reasonable satisfaction:

(i) completion of A the engineering site audit (a thorough physical or virtual inspection of the Property, including, if applicable, geotechnical work), B the final System design, and C real estate due diligence to confirm the suitability of the Property for the construction, installation and operation of the System;

(ii) approval of this Agreement by SolarEnergyLease.com, LLC's financing partner(s);

(iii) confirmation of any available Tax Credits and confirmation that SolarEnergyLease.com, LLC will obtain all applicable Tax Credits;

(iv) confirmation that your Property and the System will comply with any and all Applicable Laws; and

(v) completion of any renovations, site improvements or changes reasonably required at your Home or on the Property (e.g. removal of a tree, roof repairs, or electrical service upgrades necessary to enable SolarEnergyLease.com, LLC to safely install the System).

SolarEnergyLease.com, LLC may terminate this Agreement without liability if, in its reasonable judgment, any of the above-listed conditions (i) through (v) will not be satisfied in a timely manner for any reason. Once SolarEnergyLease.com, LLC starts installation, however, it may not terminate this Agreement for the failure to satisfy conditions (i) through (v) above.

b. Your Right to Terminate

You have the right to terminate this Agreement, without penalty or fee, up to ten 10 days after the Effective Date of this Agreement.

If you wish to take any of the above actions, you must provide written notice to SolarEnergyLease.com, LLC, via mail to the address above, via email to office@gfilllp.com, or via the App.

c. Utility Interface.

You authorize SolarEnergyLease.com, LLC to make corrections to utility paperwork to conform to this PPA or any amendments to this PPA that we both sign.

7. WARRANTY

YOU UNDERSTAND THAT THE SYSTEM IS WARRANTED SOLELY UNDER THE WARRANTIES ATTACHED AND INCORPORATED HEREIN THROUGH EXHIBIT B AND EXHIBIT G, AND THAT THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR ANY PURPOSE, CONDITION, DESIGN, CAPACITY, SUITABILITY OR PERFORMANCE OF THE SYSTEM OR ITS INSTALLATION.

8. TRANSFER

SolarEnergyLease.com, LLC works with banks, large companies and other significant financing partners to finance your System. As a result, SolarEnergyLease.com, LLC may assign this Agreement to one of its financing partners. You agree that SolarEnergyLease.com, LLC may assign, sell or transfer the System and this Agreement, or any part of this Agreement or the exhibits, without your consent. Assignment, sale or transfer generally means that SolarEnergyLease.com, LLC would transfer certain of its rights and certain of its obligations under this Agreement to another party. This assignment does not change SolarEnergyLease.com, LLC's obligation to maintain and repair your System as set forth in the Limited Warranty.

9. OWNERSHIP OF THE SYSTEM TAX CREDITS, REBATES AND CAPACITY RIGHTS

You understand and agree that this is a power purchase agreement and not a sale agreement. SolarEnergyLease.com, LLC owns the System for all purposes, including any data generated from the System. You expressly waive any privacy right to any data which is generated by the System. You shall at all times keep the System free and clear of all liens, claims, levies and legal processes not created by SolarEnergyLease.com, LLC, and shall at your expense, protect and defend SolarEnergyLease.com, LLC against the same.

NO FEDERAL OR STATE TAX INCENTIVES ARE INCLUDED IN CALCULATING THE MONTHLY PAYMENT. YOU UNDERSTAND AND AGREE THAT WITH THE EXCEPTION OF STATE SPECIFIC REBATES AND/OR TAX CREDITS AVAILABLE ONLY TO THE PROPERTY OWNER, ANY AND ALL TAX CREDITS, INCENTIVES, CAPACITY RIGHTS AND UTILITY REBATES ARE THE PROPERTY OF AND FOR THE BENEFIT OF SOLARENERGYLEASE.COM, LLC, USABLE AT ITS SOLE DISCRETION. SOLARENERGYLEASE.COM, LLC SHALL HAVE THE EXCLUSIVE RIGHT TO ENJOY AND USE ALL SUCH BENEFITS, WHETHER SUCH BENEFITS EXIST NOW OR IN THE FUTURE. YOU AGREE TO REFRAIN FROM ENTERING INTO ANY AGREEMENT WITH YOUR UTILITY THAT WOULD ENTITLE YOUR UTILITY TO CLAIM ANY SUCH BENEFITS. YOU AGREE TO REASONABLY COOPERATE WITH SOLARENERGYLEASE.COM, LLC SO THAT IT MAY CLAIM ANY TAX CREDITS, REBATES, CAPACITY RIGHTS OR BENEFITS FROM THE SYSTEM. THIS MAY INCLUDE TO THE EXTENT ALLOWABLE BY LAW FILING REGISTRATIONS AND/OR APPLICATIONS FOR REBATES OR CREDITS FROM THE FEDERAL, STATE OR LOCAL, GOVERNMENT OR A LOCAL UTILITY AND GIVING THESE TAX CREDITS, REBATES, CAPACITY RIGHTS OR BENEFITS TO SOLARENERGYLEASE.COM, LLC.

ADDITIONALLY, YOU AGREE THAT SOLARENERGYLEASE.COM, LLC HAS THE RIGHT TO ENROLL THE SYSTEM OR MANAGE THE ENROLLMENT OF THE SYSTEM IN ENERGY MANAGEMENT PROGRAMS AND YOU AGREE TO EXECUTE ANY NECESSARY DOCUMENTS AND TO PROVIDE INFORMATION REGARDING YOUR UTILITY ACCOUNT TO FACILITATE ENROLLMENT IN SUCH ENERGY MANAGEMENT PROGRAMS. YOU AGREE THAT SOLARENERGYLEASE.COM, LLC IS EXCLUSIVELY ENTITLED TO RECEIVE ANY AND ALL BENEFITS RESULTING FROM THE ENROLLMENT OR PARTICIPATION IN SUCH ENERGY MANAGEMENT PROGRAMS.

10. PURCHASE OF SOLAR SYSTEM PRIOR TO THE END OF THE TERM

a. Option to Purchase:

You have the option to purchase the System prior to the end of the PPA Term at the following times during the Initial Term:

(i) Upon the fifth (5th) anniversary of the System Interconnection Date;

(ii) At any time after the fifth (5th) anniversary of the System Interconnection Date;

(iii) If you sell the Property during the Initial Term

To exercise this option, you must be in good standing up this Power Purchase Agreement.

b. Notice of Intent to Purchase:

To purchase the System pursuant to this Section, you must deliver a written notice to SEL or your intent to purchase within sixty 60 days of the applicable date and delivery payment to SEL within thirty 30 days of receiving an invoice from SEL for the purchase price.

c. Purchase Price

The purchase price will be the fair market value ("FMV") of the System at the time of the purchase. This valuation will take into account the System's age, location, conditions, size, and other market characteristics such as equipment type, service costs, and value of electricity in your area, and any applicable incentives. SEL will provide a Purchase Option Notice inclusive of estimated FMV purchase price at each year in the Initial Term. This notice will be delivered prior to the fifth (5th) anniversary of the System Interconnection Date.

d. Termination of Power Purchase Agreement upon Purchase; Right to Monitor

After you purchase the System, this Agreement will terminate and neither party will have any remaining obligations under this Agreement. For the avoidance of doubt, after termination, SEL's maintenance and repair obligations under this Agreement will end unless you enter into a separate agreement with SEL or its vendors and third parties to perform these services at your expense. If possible, SEL will assign to you any equipment warranties still in effect for the System components. SEL reserves the right to continue to measure the performance of the System after termination of the Agreement.

11. RENEWAL

If you are in compliance with your PPA at the end of the Initial Term, the Agreement will be automatically renewed for an additional ten (10) year term ("Renewal Term," collectively with the Initial Term, "Term") and is subject to the applicable rate structure described in Section 4. Unless otherwise terminated under the terms of this agreement, the Agreement will continue to automatically renew for additional ten (10) year terms at the end of each Renewal Term.

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SEL will notify you sixty 60 days prior to the expiration of the initial term and provide renewal notice to include your end of term options. The renewal notices will give you the option to: (i) elect to renew the PPA for an additional five 5 year term at the rates specified in the renewal notice; (ii) elect to allow automatic renewal for a 10 year term at the applicable rate structure described in Section 4; (iii) elect not to renew the PPA. If you do not respond to the renewal notices, this PPA shall continue to renew for additional 10 year terms on the above described rate terms until notice of at least thirty 30 days prior to the expiration of the then current term that you do not wish to renew.

Authorized Signer Initials DS RSB Co- Authorized Signer Initials: _____

12. SELLING YOUR PROPERTY

a. If you sell your Property you can:

(i) Transfer this Agreement and the Monthly Payments.

If the person / entity buying your Property meets SolarEnergyLease.com, LLC's underwriting requirements, then where permitted by the local utility, the person buying your Property can sign a transfer agreement assuming all of your rights and obligations under this Agreement.

If the person buying your Property does not meet SolarEnergyLease.com, LLC's underwriting requirements, SolarEnergyLease.com, LLC at its discretion may remove the system or offer alternate solutions. If you sell your Property or transfer your obligations under this Agreement without SolarEnergyLease.com, LLC’s express written authorization, you will be in default of this Agreement.

The new property owner will get the benefit of the same rate that is included in this Agreement.

(ii) Move the System to Your New Property.

You may not move the system to your new Property. If you do so it will be a breach of this Agreement and you will be liable to pay the fair market value of the System at the time of signing this Agreement. If you wish to enable SolarEnergyLease.com, LLC's services at your new Property, we will provide a separate agreement for execution based upon conditions at the new property.

b. You agree to give SolarEnergyLease.com, LLC at least fifteen 15 days but not more than three 3 months prior written notice if you want someone to assume your Agreement obligations.

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In connection with this assumption, you, your approved buyer and SolarEnergyLease.com, LLC shall execute a written transfer of this Agreement. Unless we have released you from your obligations in writing, you are still responsible for performing under this Agreement. If your buyer defaults on this Agreement and we have not yet signed the transfer agreement, you will be responsible for their default. We will release you from your obligations under this Agreement in writing once we have a signed transfer agreement with the person buying your Property (provided such person has been approved as a transferee by SolarEnergyLease.com, LLC in writing).

c. If you sell your Property and can't comply with any of the options in subsection (a) above, you will be in default under this Agreement.

Death does not negate the obligations in this Agreement and does not give rise to a right of termination. In the event of death, this Agreement and the obligations herein will transfer to the decedent's estate.

e. EXCEPT AS SET FORTH IN THIS SECTION, YOU WILL NOT ASSIGN, SELL, PLEDGE OR IN ANY OTHER WAY TRANSFER YOUR INTEREST IN THE SYSTEM OR THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH SHALL NOT BE UNREASONABLY WITHHELD. BY INITIALING BELOW, YOU EXPRESSLY AGREE THAT YOU HAVE READ THIS SECTION 12 IN ITS ENTIRETY AND AGREE TO ITS TERMS.

Authorized Signer Initials DS RSB Co- Authorized Signer Initials: _____

13. LOSS OR DAMAGE

a. **Unless you are grossly negligent, you intentionally damage the System, or that damage or loss is caused by your failure to adhere to your System, Property, Home, and Property Maintenance obligations as listed in Section 5, SolarEnergyLease.com, LLC will bear all of the risk of loss, damage, theft, destruction or similar occurrence to any or all of the System.** Except as expressly provided in this Agreement, no loss, damage, theft or destruction will excuse you from your obligations under this Agreement, including Monthly Payments.

b. If there is loss, damage, theft, destruction, or a similar occurrence affecting the System, and you are not in default of this Agreement, you shall continue to timely make all Monthly Payments and pay all other amounts due under the Agreement and notify SolarEnergyLease.com, LLC immediately and cooperate with SolarEnergyLease.com, LLC, at SolarEnergyLease.com, LLC's sole cost and expense, to have the System repaired pursuant to the Limited Warranty.

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c. Force Majeure.

If either party is unable to perform all or some of its obligations under this Agreement due to a Force Majeure Event, the affected party shall be excused from the performance affected by the Force Majeure Event; provided however, that (i) the affected party provides notice to the other party within 5 days of the Force Majeure Event where such notice generally describes the Force Majeure Event and the affected party's intention to rely upon the Force Majeure Event as a basis for its non-performance, and (ii) the affected party performs following the cessation of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by the affected party's fault or negligence. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of power due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; pandemic; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided that such action has been timely requested and diligently pursued); unavailability of power from the utility grid, equipment, supplies or products; power or voltage surge caused by someone other than SolarEnergyLease.com, LLC including a grid supply voltage outside of the standard range specified by your utility; and failure of equipment not utilized by SolarEnergyLease.com, LLC or under its control.

14. LIMITATION OF LIABILITY

a. No Consequential Damages

SOLARENERGYLEASE.COM, LLC'S LIABILITY TO YOU UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY. YOU AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR INDIRECT DAMAGES. FOR THE PURPOSES OF THIS AGREEMENT, YOU AGREE THAT ANY TAX CREDIT, INCENTIVES, CAPACITY RIGHTS, AND UTILITY REBATES DO NOT CONSTITUTE CONSEQUENTIAL DAMAGES AND ARE EXPRESSLY RECOVERABLE BY SOLARENERGYLEASE.COM, LLC IN THE EVENT OF A DEFAULT.

b. Actual Damages

Except for claims under Indemnity provision herein in Section 5(g), neither party's liability to the other will exceed an amount equal to the maximum amount that could be payable by you under Section 16(i). Damages to your Property, belongings or otherwise resulting from the installation or operation of the System are covered in the Limited Warranty.

15. DEFAULT

You will be in default under this Agreement if any one of the following occurs:

a. you fail to make any payment when it is due and such failure continues for a period of thirty 30 days;

b. you fail to perform any material obligation that you have undertaken in this Agreement (which includes doing something you have agreed not to do, like alter the System) and such failure continues for a period of thirty 30 days after written notice;

c. you or your guarantor have provided any false or misleading financial or other information to obtain this Agreement;

d. you assign, transfer, encumber, or sell this Agreement or any part of the System without SolarEnergyLease.com, LLC'S prior written consent; or

e. you or any guarantor makes an assignment for the benefit of creditors, admits in writing its insolvency, files or there is filed against you or it a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent or undertakes or experiences any substantially similar activity.

16. REMEDIES IN CASE OF DEFAULT

If this Agreement is in default, we may take any one or more of the following actions. If the law requires us to do so, we will give you notice and wait any period of time required before taking any of these actions. We may:

a. terminate this Agreement and your rights to possess and use the System;

b. suspend our performance under this Agreement;

c. take any reasonable action to correct your default or to prevent our loss. Any amount we pay will be added to the amount you owe us and will be immediately due;

d. require you, at your expense, to return the System or make it available to us in a reasonable manner;

e. proceed, by appropriate court action, to enforce performance of this Agreement and to recover damages for your breach;

f. turn off or take back the System by legal process or self-help, but we may not disturb the peace or violate the law;

g. report such non-operational status of the System to your utility, informing them that you are no longer parallel generating or participating in any net metering compensation or tax credits;

h. charge you a reasonable reconnection fee for reconnecting the System to your utility or turning your System back on after we disconnect or turn off the System due to your default;

i. recover from you (i) all accrued but unpaid Monthly Payments, taxes, late charges, penalties, interest and all or any other sums then accrued or due and owing, plus (ii) the unpaid balance of the aggregate rent, each payment discounted to present value at 5% per annum, plus (iii) reasonable compensation, on a net basis assuming a tax rate of 35%, for the loss or recapture of A the investment tax credit applicable with respect to the System cost, including installation; and B accelerated depreciation over five 5 years equal to eighty five percent 85% of the System cost, including installation, and for the loss of any anticipated benefits pursuant to Section 9 of this Agreement SolarEnergyLease.com, LLC shall furnish you with a detailed calculation of such compensation if such a claim is made);

j. in the case of your failure to protect the System from animals, infestation or overgrown tree growth and foliage, unilaterally adjust the contract terms upon notice to you for reduced production as appropriate; or
k. use any other remedy available to us in this Agreement or by law or equity.

You agree to repay us for any reasonable amounts we pay to correct or cover your default. You also agree to reimburse us for any costs and expenses we incur relating to the System's return resulting from early termination. By choosing any one or more of these remedies, SolarEnergyLease.com, LLC does not give up its right to use another remedy. By deciding not to use any remedy should this Agreement be in default, SolarEnergyLease.com, LLC does not give up our right to use that remedy in case of a subsequent default.

We may submit to consumer reporting agencies (credit bureaus) negative credit reports that would be reflected on your credit record if you do not pay any amounts due under this Agreement as required.

17. RETURNING THE SYSTEM AT THE END OR UPON TERMINATION OF THIS AGREEMENT

a. If at the termination of this Agreement prior to the maximum PPA Term, you have not defaulted, then within ninety 90 days:

(i) SolarEnergyLease.com, LLC will remove the System from your Property at no cost to you at our convenience; or

(ii) If you want to have the System removed from your roof at a specific time, you must inform SolarEnergyLease.com, LLC of the timing requirement and we will do so pursuant to the Limited Warranty. You will be responsible for payment of a fee determined at that time based on market rates for system removal, which SolarEnergyLease.com, LLC will disclose to you prior to removal.

b. If at the termination of this Agreement, you are in default, and SolarEnergyLease.com, LLC chooses to remove the System from your Property then you agree to pay SolarEnergyLease.com, LLC the reasonable expense of removing the System from your Property.

c. If the maximum PPA Term has expired and you have not defaulted, then:

(i) SolarEnergyLease.com, LLC may at its choosing, remove the System from your Property at no cost to you at our convenience.

(ii) SolarEnergyLease.com, LLC may at its sole discretion offer to sell the System or renegotiate a lower rate and maintain the System for your use. You may request it to be removed at this point and we will do so at no cost to you, pursuant to the Limited Warranty.

(iii) if SolarEnergyLease.com, LLC does not tell you that it wants to remove, sell or renegotiate a PPA Term extension, and you want to have the System removed from your roof you must tell us to remove it and we will do so, at no cost to you, pursuant to the Limited Warranty.

18. ADDITIONAL AGREEMENTS

a. Notice of Changes.

You agree to notify SolarEnergyLease.com, LLC any material deterioration in your financial circumstances or any material changes to the condition of your Property that would impact the System or impact SolarEnergyLease.com, LLC'S security interest in the System.

b. Waiver of Confidentiality of Property Address.

By signing this Agreement, and so long as SolarEnergyLease.com, LLC has a contract with you, you waive the confidentiality of your property address under the provisions of any applicable law and authorize SolarEnergyLease.com, LLC to obtain from the applicable state agency your current residence address.

c. Personal Information and Privacy Policy.

You have read, understand, and agree with the terms of SolarEnergyLease.com, LLC's Privacy Policy as set forth on the website. You also understand that SolarEnergyLease.com, LLC's Privacy Policy may be changed from time to time.

d. Monitoring and Recording Telephone Calls.

SolarEnergyLease.com, LLC and others acting on our behalf may (a) monitor and record telephone calls between you and SolarEnergyLease.com, LLC regarding this Agreement and (b) use automatic dialing equipment to make calls to you. You expressly consent to SolarEnergyLease.com, LLC's, and others acting on SolarEnergyLease.com, LLC's behalf, using pre recorded/artificial voice messages, or text messages, while servicing and enforcing SolarEnergyLease.com, LLC's rights under this Agreement, including the collection of outstanding payments. In making calls to you, you agree that SolarEnergyLease.com, LLC, and others acting on SolarEnergyLease.com, LLC's behalf, may use any telephone number you provide SolarEnergyLease.com, LLC, or that is lawfully given to SolarEnergyLease.com, LLC by someone other than you even if the number is for a mobile telephone, and even if SolarEnergyLease.com, LLC doing so results in charges to you under your telephone payment plan. SolarEnergyLease.com, LLC will not charge you for such calls.

Authorized Signer Initials DS RSB Co- Authorized Signer Initials: _____

19. APPLICABLE LAW; ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. The laws of the state where your Property is located shall govern the substance of your claims under this Agreement without giving effect to conflict of laws principles. You and we agree that any dispute, claim or disagreement between you and us (a "Dispute") shall be resolved exclusively by arbitration except as specifically provided below. Disputes covered by this Agreement include but are not limited to: claims arising out of or relating to this Agreement; claims arising out of or relating to our relationship; claims that arose before this or any prior

Agreement (including, but not limited to, claims relating to advertising); commercial protection claims; and claims under any federal or state statute.

The Federal Arbitration Act, rather than any state arbitration law, applies to this arbitration agreement.

The arbitration, including the selection of the arbitrator, will be administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules (the “Rules”) by a single neutral arbitrator. Either party may initiate the arbitration process by filing the necessary forms with the AAA. To learn more about arbitration before the AAA, you can review materials available at www.adr.org. If the AAA is unavailable to administer the dispute, then the arbitration, including the selection of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the “Rules”) by a single neutral arbitrator agreed on by the parties within sixty 60 days of the commencement of the arbitration.

The arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitation that are applicable to any Dispute shall apply to any arbitration between you and us. The arbitrator will issue a decision or award in writing, briefly stating the essential findings of fact and conclusions of law.

Only Disputes involving you and us may be addressed in the arbitration. Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non representative) basis. The arbitrator will not award relief for or against anyone who is not a party to the Dispute. If you and we arbitrate a Dispute, none of you or us, nor any other person, may pursue the Dispute in arbitration as a class action, class arbitration, private attorney general action or other representative action, nor may any such Dispute be pursued on your or our behalf in any litigation in any court except as specifically provided below. Claims regarding any Dispute and remedies sought as part of a class action, class arbitration, private attorney general or other representative action are subject to arbitration only on an individual (non-class, non representative) basis, and the arbitrator may award relief only on an individual (non-class, non representative) basis. This means that the arbitration may not address disputes involving other persons with disputes similar to the disputes between you and us. If any part of this paragraph of this Section is found to be unenforceable by an arbitrator or a court having jurisdiction over a Dispute, then this entire Section (except for this sentence and the following sentence) shall be automatically inapplicable to that Dispute. EVEN IF ANY PART OF THIS SECTION IS FOUND TO BE UNENFORCEABLE AS DESCRIBED ABOVE, YOU AND WE EACH AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT MIGHT ARISE BETWEEN OR INVOLVING YOU AND US, AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING IN CONNECTION WITH ANY SUCH DISPUTE. BECAUSE YOU AND WE HAVE AGREED TO ARBITRATE ALL DISPUTES EXCEPT AS SPECIFICALLY PROVIDED IN THE LAST PARAGRAPH OF THIS SECTION,

YOU AND WE WILL NOT HAVE THE RIGHT TO LITIGATE THAT DISPUTE IN COURT, OR TO HAVE A JURY TRIAL ON THAT DISPUTE, OR ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE RULES AS DEFINED HEREIN. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AND ENFORCED IN ANY COURT HAVING JURISDICTION, EXCEPT TO THE EXTENT IT IS SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE FEDERAL LAW GOVERNING ARBITRATION AWARDS. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN CONTAINED SHALL BAR YOU OR US FROM I OBTAINING INJUNCTIVE RELIEF FROM A COURT AGAINST THREATENED CONDUCT THAT COULD CAUSE IRREPARABLE HARM, LOSS OR DAMAGE, UNDER THE USUAL EQUITY RULES, INCLUDING THE APPLICABLE RULES FOR OBTAINING RESTRAINING ORDERS AND PRELIMINARY INJUNCTIONS; OR II OBTAINING A JUDGMENT FROM A COURT HAVING JURISDICTION CONFIRMING THE AWARD OF THE ARBITRATOR; OR III OBTAINING RESOLUTION OF A DISPUTE IN A SMALL CLAIMS COURT IF THE DISPUTE FALLS WITHIN THE JURISDICTION OF THE SMALL CLAIMS COURT PROVIDED, HOWEVER, THAT NO ATTEMPT IS MADE TO TRANSFER RESOLUTION OF SUCH A DISPUTE FROM A SMALL CLAIMS COURT TO A COURT OF GENERAL JURISDICTION. YOU UNDERSTAND THAT YOU ARE VOLUNTARILY AGREEING TO ARBITRATE DISPUTES ARISING UNDER THIS AGREEMENT AND THAT YOU GIVE SPECIFIC AUTHORIZATION TO SUBMIT TO ARBITRATION AND AGREE TO THE PROVISIONS IN THIS SECTION:

Authorized Signer Initials DS RSB Co- Authorized Signer Initials: _____

20. WAIVER

Any delay or failure of a party to enforce any of the provisions of this Agreement, including but not limited to any remedies listed in this Agreement, or to require performance by the other party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a party's right to enforce that provision; or (ii) affect the validity of this Agreement.

21. NOTICES

All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, SMS, online customer portal (including the App), overnight courier, or certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with an overnight courier, or five 5 days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses

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set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed or sent via PDF as an original document.

22. ENTIRE AGREEMENT; CHANGES

This Agreement contains the parties' entire agreement regarding the sale and purchase of power generated by the System. There are no other agreements regarding this Agreement, either written or oral. Any change to this Agreement must be in writing and signed by both parties. If any portion of this Agreement is determined to be unenforceable, the remaining provisions shall be enforced in accordance with their terms or shall be interpreted or re-written so as to make them enforceable.

23. HEADINGS AND INTERPRETATION

The headings in this Agreement are for convenience or reference only. They do not limit or modify the term or provision. In some sections where examples are given, you acknowledge that the examples cover some, but not all, of the situations or items that are covered by the section or the Agreement. Unless specifically referred to as "business day(s)", all references to "day" or "days" shall mean calendar days, meaning every consecutive day on the calendar including holidays and weekends. All periods stated in days should count every day including intermediate Saturdays, Sundays and holidays and include the last day of the period, but if the last day is a Saturday, Sunday or a holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday or a holiday. All references to "business day(s)" mean only those calendar days that are not Saturday, Sunday or a holiday, and in counting a period of "business days" all Saturdays, Sundays and holidays should be excluded.

24. PUBLICITY

You give SolarEnergyLease.com, LLC permission to take pictures, collect data and other information about the System as installed on your Property to show to other customers, use in other forms of advertising, or display on our website. SolarEnergyLease.com, LLC appreciates your cooperation.

25. COMMUNICATIONS EQUIPMENT

During installation or at any time thereafter during the PPA Term, we may install, replace or update communication equipment (for example, an antenna) (the "Communication Equipment") at the Property. The Communication Equipment will be used in connection with the System and to enhance connectivity and communication. For the purposes of this Agreement, the Communications Equipment shall be a part of the System. You hereby give SolarEnergyLease.com, LLC consent for the installation of the Communication Equipment if, when, and as needed.

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26. COUNTERPARTS

This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. The parties agree that this Agreement and signature pages may be signed electronically and transmitted between them by facsimile or by electronic mail and that electronic, faxed and PDF signatures shall constitute original signatures and that an electronic, faxed or PDF signature page containing the signature (electronic, faxed, PDF or original) is binding upon the parties.

27. FURTHER ASSURANCES

You will cooperate fully with us to effect the intent and provisions of this Agreement and, from time to time, to execute and deliver any and all other agreements, documents or instruments, and to take such other actions, as SolarEnergyLease.com, LLC may determine to be reasonably necessary or desirable to effect the intent and provisions of this Agreement.

28. Intentionally Omitted

REMAINDER OF PAGE INTENTIONALLY BLANK

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This Agreement has been duly signed by the parties as set forth below.

By your signature, you acknowledge you have read this Agreement (including its Exhibits) in its entirety, received the required approvals, and have the full authority to bind the Camp Verde Arena Association to this agreement.

DO NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES.

Authorized Signer:

Signature: DocuSigned by: Robert Stacey Barker 0C3C7EC2C651445...

Name: Robert Stacey Barker

Date: 4/4/2024

Additional Signer (if any):

Signature: _____

Name: _____

Date: _____

SolarEnergyLease.com, LLC

Signature: DocuSigned by: Jesse Gee AB620EE102C74AD...

Name: Jesse Gee

Title: Manager

Date: 4/5/2024

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## EXHIBIT A: ELECTRONIC FUNDS TRANSFER OR CREDIT CARD PAYMENT AUTHORIZATION

In this Electronic Funds Transfer or Credit Card Payment Authorization (“Authorization”), “I,” “me,” “my,” “we” and “our" refer to the Property Owner(s) under the Power Purchase Agreement (“Agreement”) signed the same date I sign this Authorization. I may choose the convenience of having my Monthly Payments under the Agreement made automatically from my Bank Account at my Financial Institution or through recurring charges to my Credit Card Account. This Authorization allows pre authorized payments from my designated Bank Account or Credit Card Account (“Account”) to SolarEnergyLease.com, LLC or its designees (“You”). By signing this Authorization, I agree to the following terms:

1. AUTHORIZATION

As applicable to the type of Account that I designate, I authorize You to: (i) automatically withdraw funds from my deposit Account (“Electronic Funds Transfer Payment”) through an automated clearing house transfer (electronic debiting of my Account) or by bank draft (remotely created check or “RCC”); or (ii) initiate charges to my credit Account, in order to make my payments to You as required by the Agreement. If the due date falls on a Saturday, Sunday, or holiday, my payment will be deducted on the next business day following the due date, and You will credit my payment as if it had been received on the due date. If I designate a deposit Account, I agree to keep sufficient available funds in the Account on the due date so that the payment can be made in the required amount and to cover all payment to You under the Agreement. If there are insufficient funds in my deposit Account, You may initiate a second debit to my Account or attempt a second presentment of a remotely created check. You will not attempt to debit my deposit Account or present a remotely created check drawn on my Account more than twice for any single payment due. If any of this information changes, I will immediately notify SolarEnergyLease.com, LLC at office@gfilllp.com or by calling us at 520-415-6485. If SolarEnergyLease.com, LLC incurs any fees as a result of inaccurate or out of date information, SolarEnergyLease.com, LLC will bill me for those charges.

2. REJECTED PAYMENTS

My failure to keep sufficient funds in my deposit Account or a rejected charge to my credit Account will be an event of default under this Authorization and You will have the right to terminate this Authorization. I will be responsible for any payments that do not clear as well as any dishonored check fees, including those that may be discovered after the Agreement is apparently paid off, paid in full or otherwise.

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3. BANK FEES

I agree to be bound by any rules my bank requires for preauthorized electronic funds transfers and/or credit card transactions and understand that I will be responsible for any fees my financial institution may charge for these electronic payments.

4. EARLY PAYMENT

If I make a full Monthly Payment two business days before the scheduled transfer date, there will be no automatic payment for that month. I agree that the termination of this Authorization shall not prevent a debit or credit transaction authorized before any notice of termination and does not terminate the Agreement or my obligation to make payments as required by the Agreement.

5. RIGHTS REGARDING VARYING AMOUNTS

I acknowledge and understand that You reserve the right to change these conditions at any time. Notice may be provided on or with my bill or by other methods. I have the right to receive notice of all Electronic Funds Transfer Payments that vary from a pre authorized amount, or from the previous Electronic Funds Transfer Payment amount.

6. PROCEDURES UPON CANCELLATION OR END OF PPA TERM

I understand that when my Agreement is canceled or reaches the end of its term and You send notice to my Bank to cease making Electronic Funds Transfer Payments or initiating charges to my credit Account, as applicable, occasionally a bank fails to stop such payments in a timely manner. If this occurs, or if an overpayment is otherwise made, You will refund to me the amount exceeding any amount due as soon as reasonably possible upon discovery of the overpayment, and I agree that this is a reasonable procedure. If there is a balance remaining after the scheduled final due date of the Agreement, I authorize You to continue to debit and/or initiate charges to my Account in the amount of the minimum payment required under the Agreement at regular intervals until the unpaid balance is paid. Although You are authorized to continue these payments, You are under no obligation to do so.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I HAVE READ THE TERMS AND CONDITIONS OF THIS AUTHORIZATION ABOVE AND AGREE TO BE BOUND BY ITS TERMS. I ACKNOWLEDGE THAT I HAVE RECEIVED A COPY OF THIS AUTHORIZATION. I REPRESENT THAT ALL PERSONS WHOSE SIGNATURES ARE REQUIRED TO WITHDRAW FUNDS FROM OR INITIATE CHARGES TO THE ACCOUNT I HAVE DESIGNATED HAVE EXECUTED OR OTHERWISE AUTHORIZED THIS AUTHORIZATION. I UNDERSTAND THAT I WILL RECEIVE A SEPARATE REQUEST TO SECURELY PROVIDE MY DESIGNATED BANK OR CREDIT CARD ACCOUNT INFORMATION.

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Authorized Signer:

Signature: DocuSigned by: Robert Stacey Barker 0C3C7EC2C651445...

Name: Robert Stacey Barker

Title: Vice President

Date: 4/4/2024

Additional Authorized Signer (if any):

Signature: _____

Name: _____

Title: _____

Date: _____

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**EXHIBIT B: LIMITED WARRANTY**

LIMITED WARRANTY

1. INTRODUCTION

This Limited Warranty is SolarEnergyLease.com, LLC ‘s agreement to provide you warranties on the System. The System will be professionally installed by a contractor acting on SolarEnergyLease.com, LLC's behalf at the address you listed in the Agreement. We will refer to the installation location as the r “Property” This Limited Warranty begins when our contractor starts installing the System at your Property. We look forward to helping you produce clean, renewable solar power at your Property.

2. LIMITED WARRANTIES

a. Limited Warranties

SolarEnergyLease.com, LLC warrants the System as follows:

(i) System Warranty
During the entire PPA Term, under normal use and service conditions, the System will be free from defects in workmanship or defects in, or a breakdown of, materials or components (the “System Warranty”);

(ii) Roof Warranty
When our contractors penetrate your roof during a System installation we will warrant roof damage caused by our contractors due to our roof penetrations. This roof warranty will run the longer of 2 years following the completion of the System installation; and B the length of any statutory requirement that may be required by the state (the “Roof Warranty Period”); and

(iii) System Repair Promise
During the entire PPA Term, SolarEnergyLease.com, LLC will honor the System Warranty and will repair or replace any defective part, material or component or correct any defective workmanship, at no cost or expense to you (including all labor costs), when you submit a valid and approved claim to us under this Limited Warranty; provided, however, that the damage is not caused by your gross negligence, your intentional damage to the System, or your failure to adhere to your System, Home, and Property Maintenance obligations as listed in Section 5 in the Agreement. If our contractors damage your Home, your belongings or your Property we will cause our contractors to repair the damage they cause or pay you for the damage as described in Section 4 of this Limited Warranty. SolarEnergyLease.com, LLC may use new or reconditioned parts when making repairs or replacements. SolarEnergyLease.com, LLC may also, at no additional cost to you, upgrade or add

to any part of the System as it deems advisable in its discretion. Cosmetic repairs that do not involve safety or performance shall be made at SolarEnergyLease.com, LLC's discretion.

b. Warranty Length

(i) The warranties in Sections 2(a)(i) and 2(a)(iii) above will start when our contractors begin installing the System at your Property and continue through the entire PPA Term. Thus, for as long as you purchase power from the System from SolarEnergyLease.com, LLC, you will have a System Warranty and our Repair Promise.

(ii) The Roof Warranty Period may be shorter than the System Warranty, as described in Section 2(a)(ii) above.

(iii) If you have assumed an existing Agreement, then this Limited Warranty will cover you for the remaining balance of the existing PPA Term.

c. Limitation of Duration of Implied Warranties

ANY IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARISING UNDER STATE LAW, SHALL IN NO EVENT EXTEND PAST THE EXPIRATION OF ANY WARRANTY PERIOD IN THIS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

3. SOLARENERGYLEASE.COM, LLC STANDARDS

a. For the purpose of this Limited Warranty the standards for our performance will be (i) normal professional standards of performance within the solar photovoltaic power generation industry in the relevant market; and (ii) Prudent Electrical Practices. “Prudent Electrical Practices” means those practices, as changed from time to time, that are engaged in or approved by a significant portion of the solar power electrical generation industry operating in the United States to operate electric equipment lawfully and with reasonable safety, dependability, efficiency and economy.

4. SYSTEM REPAIR OR REMOVAL

a. You agree that if (i) the System needs any repairs that are not the responsibility of SolarEnergyLease.com, LLC under this Limited Warranty, (ii) the system needs to be removed and reinstalled to facilitate remodeling of your Property, you will have SolarEnergyLease.com, LLC, or another a SolarEnergyLease.com, LLC approved service provider, at your expense, perform such repairs, removal and reinstallation, or relocation on a time and materials basis.

b. If you want to return the System to SolarEnergyLease.com, LLC under Section 17 of the Agreement then SolarEnergyLease.com, LLC will cause our contractors to remove the System at no cost to you. SolarEnergyLease.com, LLC will cause our contractors to remove the posts, waterproof the post area and return the roof as close as is reasonably possible to its original condition before the System was installed (e.g. ordinary wear and tear and color variances due to manufacturing changes are excepted). SolarEnergyLease.com, LLC will warrant the waterproofing for one 1 year after it removes the System. You agree to reasonably cooperate with SolarEnergyLease.com, LLC or its contractors in removing the System including providing necessary space, access and storage, and we or our contractors will reasonably cooperate with you to schedule removal in a time and manner that minimizes inconvenience to you.

5. FORCE MAJEURE

If SolarEnergyLease.com, LLC is unable to perform all or some of its obligations under this Limited Warranty because of a Force Majeure Event (as defined in the Agreement), SolarEnergyLease.com, LLC will be excused from whatever performance is affected by the Force Majeure Event, provided that:

a. SolarEnergyLease.com, LLC, as soon as is reasonably practical, gives you notice describing the Force Majeure Event;

b. SolarEnergyLease.com, LLC's suspension of its obligations is of no greater scope and of no longer duration than is required by the Force Majeure Event (i.e. when a Force Majeure Event is over, we will make repairs); and

c. No SolarEnergyLease.com, LLC obligation that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event is excused as a result of such Force Majeure Event.

Performance times under this Limited Warranty may be considered extended for a period of time equivalent to the time lost due to such conditions. In certain circumstances, when the System will need to be repaired, but access is limited due to a Force Majeure Event, the obligations under the Limited Warranty and the Agreement may be suspended during the duration of the Force Majeure Event and then the term of the Limited Warranty and the Agreement will be extended for a period of time equivalent to the time lost due to such Force Majeure conditions.

6. LIMITATIONS ON LIABILITY

a. No Consequential Damages

YOU MAY ONLY RECOVER DIRECT DAMAGES INCLUDING THOSE AMOUNTS DUE PURSUANT TO SECTION 2 UNDER THIS LIMITED WARRANTY, AND IN NO EVENT SHALL SolarEnergyLease.com, LLC OR ITS AGENTS OR CONTRACTORS BE LIABLE TO YOU OR YOUR ASSIGNS FOR SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY,

INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

b. Limit of Liability

Notwithstanding any other provision of this Limited Warranty to the contrary, SolarEnergyLease.com, LLC's total liability arising out of relating to this Limited Warranty shall in no event:

(i) For System Replacement: exceed the greater of (a) the sum of the Agreement payments over the PPA Term of the Agreement; and (b) the original cost of the System; and

(ii) For damages to your Property, Belongings and Property: exceed five-hundred thousand dollars $500,000.

7. NOTICES

All notices under this Limited Warranty shall be made in the same manner as set forth in the Agreement to the addresses listed below:

TO SolarEnergyLease.Com, LLC
PO Box 45499
Phoenix, AZ  85064
Phone: (520) 415-6485
Email: office@gfilllp.com

TO YOU At the billing address in the Agreement, through the customer portal, or any subsequent billing address you give us.

8. ASSIGNMENT AND TRANSFER OF THIS LIMITED WARRANTY

SolarEnergyLease.com, LLC may assign its rights or obligations under this Limited Warranty to a third party without your consent, provided that any assignment of SolarEnergyLease.com, LLC's obligations under this Limited Warranty shall be to a party professionally and financially qualified to perform such obligation. This Limited Warranty protects only the person who pays for power from the System. Your rights and obligations under this Limited Warranty will be automatically transferred to any person who purchases the System from you or to whom you properly transfer the Agreement. This Limited Warranty contains the parties' entire agreement regarding the limited warranty of the System.

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**EXHIBIT C: Omitted**

**EXHIBIT D: Omitted**

**EXHIBIT E: Omitted**

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## EXHIBIT F: PREDICTABLE PAYMENT PPA RATE SCHEDULE & MONTHLY PAYMENT SCHEDULE

Deposit upon contract signature: $___0.00___
First Year Solar Energy kWh Rate $___0.17__ /kWh
First Year Monthly Bill $___$431.45__/mo
Annual Payment Escalator Rate __1.90%___ /yr

Your first Monthly Payment is due on the first day of the first full calendar month following the Interconnection Date (or “Permission to Operate” Date). After your first Monthly Payment, future Monthly Payments are due on the first day of the calendar month.

| Year | Annual Price per kWh | Estimated Annual Production | Predictable Monthly Payment Amount | Annual Total |
|---|---|---|---|---|
| 1 | $0.170 | 30,455 | $431.45 | $5,177.35 |
| 2 | $0.173 | 30,303 | $437.45 | $5,249.34 |
| 3 | $0.177 | 30,151 | $443.53 | $5,322.33 |
| 4 | $0.180 | 30,000 | $449.70 | $5,396.34 |
| 5 | $0.183 | 29,850 | $455.95 | $5,471.38 |
| 6 | $0.187 | 29,701 | $462.29 | $5,547.46 |
| 7 | $0.190 | 29,553 | $468.72 | $5,624.59 |
| 8 | $0.194 | 29,405 | $475.23 | $5,702.80 |
| 9 | $0.198 | 29,258 | $481.84 | $5,782.10 |
| 10 | $0.201 | 29,112 | $488.54 | $5,862.50 |
| 11 | $0.205 | 28,966 | $495.33 | $5,944.02 |
| 12 | $0.209 | 28,821 | $502.22 | $6,026.67 |
| 13 | $0.213 | 28,677 | $509.21 | $6,110.47 |
| 14 | $0.217 | 28,534 | $516.29 | $6,195.44 |
| 15 | $0.221 | 28,391 | $523.47 | $6,281.58 |
| 16 | $0.225 | 28,249 | $530.74 | $6,368.93 |
| 17 | $0.230 | 28,108 | $538.12 | $6,457.49 |
| 18 | $0.234 | 27,967 | $545.61 | $6,547.28 |
| 19 | $0.239 | 27,827 | $553.19 | $6,638.32 |
| 20 | $0.243 | 27,688 | $560.89 | $6,730.63 |
| 21 | $0.248 | 27,550 | $568.68 | $6,824.22 |
| 22 | $0.252 | 27,412 | $576.59 | $6,919.11 |
| 23 | $0.257 | 27,275 | $584.61 | $7,015.32 |
| 24 | $0.262 | 27,139 | $592.74 | $7,112.87 |
| 25 | $0.267 | 27,003 | $600.98 | $7,211.77 |

Your total Predictable Payment payments over the Term of the Agreement are $_153,520.31__

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## EXHIBIT G: PERFORMANCE & PRODUCTION GUARANTEE

### Performance Guarantee

Power Production Guarantee

SEL guarantees that during the Term of this Agreement the System will generate kilowatt-hours (kWh) as set forth in the table below and calculated as follows. To calculate the guaranteed amount of kWh for an applicable three-year period ("Guaranteed kWh") we will take the applicable year's Total kWh in the chart below minus the Total kWh from three years prior, also as indicated in the chart below

| Year | Performance Guarantee (Total Estimated kWh Output to Date) | Energy Price per kWh (Credit rate if kWh Output is Not Met) |
|---|---|---|
| 3 | 90,909 | $0.173 |
| 6 | 180,461 | $0.178 |
| 9 | 268,677 | $0.184 |
| 12 | 355,575 | $0.189 |
| 15 | 441,177 | $0.195 |
| 18 | 525,502 | $0.200 |
| 21 | 608,567 | $0.207 |
| 24 | 690,393 | $0.213 |
| 25 | 717,397 | $0.215 |

A. If at the end of each successive 36 month anniversary of your first Monthly Payment the cumulative Actual kWh (defined below) generated by the system is less than the Guaranteed kWh, then we will credit your account equal to the difference between the cumulative Actual kWh and the Guaranteed kWh multiplied by the Energy Price per kWh for that interval year.

For example, If the first 36 month period commences on October 1, 2023 and end on September 30, 2026, and the energy the system was supposed to generate is less than the energy the system was guaranteed to generate during such 36 month period, SEL will credit you the difference in the Actual kWh and the Guaranteed kWh multiplied by the Energy price per kWh within 30 days after we receive your request. See the table below for a real world example:

| Example Guaranteed kWh | Example Actual kWh | Example Energy $/kWh | Example Credit to You |
|---|---|---|---|
| 10,000 | 9,500 | $0.10 | $50.00 |

B. If at the end of each successive 36 month anniversary of your first Monthly Payment the Actual kWh is greater than the Guaranteed kWh during any 36 month period, this surplus will be carried over and will be used to offset any deficits that may occur in the future. If over the course of the term your System produces more energy than the Guaranteed Output then this additional energy is yours at no additional cost.

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C. This Exhibit G Performance and Production Guaranty shall be your sole and exclusive remedy available in this Agreement in the event that your System fails to produce the Guaranteed kWh. You shall not be eligible for the remedy under Exhibit G in the following circumstances:

(i) you are currently in default in this Agreement; or

(ii) the failure to produce the Guaranteed kWh is caused by a Force Majeure Event or any other condition or circumstance beyond the control of and not caused by SolarEnergyLease.com, LLC.

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**Exhibit H: POWER DISTRIBUTION AND PAYMENT ARRANGEMENTS**

This exhibit ("Exhibit H") is hereby incorporated into and made a part of the Power Purchase Agreement, dated __4/2/2024____, by and between the undersigned parties: Town of Camp Verde (“Property Owner”), Camp Verde Arena Association ("Association"), and SolarEnergyLease.com, LLC ("Lessor").

1. Power Distribution and Payment Responsibility

   1.1. Payment Responsibility: It is understood that the Association shall be responsible for making all payments associated with the solar system lease.

   1.2. Power Receipt: The Association shall be the recipient of the power generated by the solar system.

2. Agreement Signatory
   2.1. The Property Owner acknowledges that they are the signatory to the Power Purchase Agreement and are responsible for its execution.

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IN WITNESS WHEREOF, the undersigned parties have executed this Exhibit H as of the date first below written:

Property Owner: Town of Camp Verde
Authorized Signer:

Signature: _____

Name: _____

Title: _____

Date: _____

Camp Verde Arena Association:

Authorized Signer:

Signature: DocuSigned by: Robert Stacey Barker 0C3C7EC2C651445...

Name: Robert Stacey Barker

Title: Vice President

Date: 4/4/2024

Lessor:
Authorized Signer:

Signature: DocuSigned by: Jesse Gee AB620EE102C74AD...

Name: Jesse Gee

Title: Manager

Date: 4/5/2024

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# CLIENT STATEMENT

**SolarEnergyLease.com**
P.O. Box 45499
Phoenix
AZ
85064
(520)-415-6485

| DATE | FULL NAME | ADDRESS | CITY |
|---|---|---|---|
| 04/01/2026 | Camp Verde Arena | 1495 E Hideout Arena Ln | Camp Verde |
| **PROVINCE** | **ZIPCODE** | | |
| AZ | 86322 | | |

From: 03/01/2026 — To: 04/01/2026

## LOAN TERMS

| LOAN # | PRINCIPAL AMOUNT | INTEREST RATE | TOTAL PENALTY BALANCE | NEXT INSTALLMENT AMOUNT | NEXT INSTALLMENT DATE |
|---|---|---|---|---|---|
| 1495HIDEOU | 150,931.21 | 0%/Year | 0 | 431.45 | 04/01/2026 |

## REPAYMENTS

| LOAN # | BORROWER NAME | REPAYMENT METHOD | COLLECTION DATE | TOTAL PAID AMOUNT | PRINCIPAL PAID AMOUNT | INTEREST PAID AMOUNT | FEES PAID AMOUNT | PENALTY PAID AMOUNT | LOAN PRINCIPAL AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 1495HIDEOU | Camp Verde Arena | Credit Card | 03/03/2026 | 862.90 | 862.90 | 0 | 0 | 0 | 150,931.21 |

## STATEMENT OF TRANSACTIONS

| LOAN # | DATE | DESCRIPTION | DEBIT | CREDIT | BALANCE |
|---|---|---|---|---|---|
| | | Previous Balance | | | 431.45 |
| 1495HIDEOU | 03/01/2026 | PPA | 431.45 | 0 | 862.90 |
| 1495HIDEOU | 03/03/2026 | Automated Payment | 0 | 862.90 | 0 |
| 1495HIDEOU | 04/01/2026 | PPA | 431.45 | 0 | 431.45 |
| | **Total** | | | | **431.45** |

Please contact us at office@gfilllp.com or (520)-415-6485 with any account questions.

# Town Council
# Agenda Information Memorandum

**Meeting Date:** April 15, 2026

**Agenda Item Type:**

☐ Consent Agenda ☐ Informational Presentation ☐ Discussion Item
☒ Action/Decision Item ☐ Executive Session Request ☐ Other:

**Requesting Department:** Community Development **Staff Resource:** Acting Senior Planner Cory Mulcaire

**Agenda Title:** Public Hearing: Discussion, consideration, and possible approval of Ordinance 2025-A509, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, amending Planning and Zoning Ordinance Section 509.B.1. to align subdivision regulations with Arizona Revised Statutes regarding lot splits within recorded subdivisions.

**Attached Documents:**

- Ordinance 2025-A509
- Public Hearing Notice

**Estimated Presentation Time:** 10 minutes **Estimated Discussion Time:** 30 minutes

**Reviewed By:**

☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

## Background Information:

In January 2026, the Board of Adjustment and Appeals considered an appeal for an interpretation issued by the Zoning Administrator. While the Board did not overturn the Zoning Administrator ’s decision, the appeal process identified an inconsistency between provisions of the Town’s Planning and Zoning Ordinance and applicable Arizona Revised Statutes.

Arizona Revised Statutes allow a property owner within a recorded subdivision plat to split a lot one time, thereby increasing the number of lots within the subdivision, without requiring re-platting of the entire subdivision. However, the Town’s current Planning and Zoning Ordinance states that any division of a lot or lots in a recorded subdivision that results in an increase in total number of lots requires a re-plat of the entire subdivision. This misalignment with Arizona Revised Statute creates the inconsistency between the Town’s Planning and Zoning Ordinance and state law.

Specifically, Arizona Revised Statute 9-463.02(A) reads as follow:

> *“Subdivision” means improved or unimproved land or lands divided for the purpose of finance, sale or lease, whether immediate or future, into four or more lots, tracts or parcels of land, or, if a new street is involved, any such property which is divided into two or more lots, tracts, or parcels of land, or, any such property, the boundaries which have been fixed by a recorded plat, which is divided into more that two parts. “Subdivision” also includes any condominium, cooperative, community apartment, townhouse, or similar project containing four or more parcels, in which an undivided interest in the land is coupled with the right of exclusive occupancy*

*of any unit located thereon, but plats of such projects need not show the buildings or the manner in which the building or airspace above the property shown on the plat are to be divided.*

Town of Camp Verde Planning and Zoning Ordinance currently reads as follows:

**SECTION 509 – AMENDED MAP, REVISION, REPLAT AND ABANDONMENT**

**B. Revision of Plat**

*"Any of the following changes to a recorded subdivision plat shall require compliance with the procedures for Final Plat (see Sec 506):*

1. *"Any division of a lot or lots in a recorded subdivision that results in an increase in the total number of lots;"*

Under the Town's current subdivision regulations (Section 509), dividing a parcel that is part of an existing subdivision would require full compliance with the Final Plat process. In summary, the following would be required:

**Final Subdivision, Plat Submittal**
A detailed, engineered final plat which must clearly depict the proposed lot, tract, and street layout and reflect all approved conditions. The recorded plat must include:

- Accurate dimensions, areas, numbering, and naming of all lots and tracts
- Designated uses where applicable
- Exterior subdivision boundaries
- Streets, access points, easements, and trails
- Adjacent land descriptions
- Any additional required notes, dedications, or certifications

A complete set of engineered construction plans and technical studies are also required, including:

- Street and trail design
- Easements and utility infrastructure
- Final drainage report
- Construction cost estimate
- Water supply report
- Any additional studies required by Town code or regulatory agencies

In short, under current code, dividing a parcel within a platted subdivision would trigger the same comprehensive technical, engineering, and legal review requirements associated with processing a Final Subdivision Plat.

**PLANNING & ZONING RECOMMENDATION**

At their meeting on February 26, 2026, the Planning and Zoning Commission reviewed the Text Amendment to Section 509.B.1 and unanimously recommended approval.

To listen to the Planning & Zoning Commission meeting, click here: 02-26-2026 Planning and Zoning Regular Session Meeting Recording.mp4

**STAFF RECOMMENDATION**

Because Arizona Revised Statutes supersede local ordinances, the inconsistency renders Section 5093.B.1 of the Planning and Zoning Ordinance unenforceable as currently written. As a result, staff has determined that a text amendment is necessary to align the ordinance with state law and provide clear, legally compliant direction for property owners and staff.

Staff recommendation is to replace the current text:

*"Any subdivision of a lot or lots in a recorded subdivision that results in an increase in the total number of lots;"*

With the following text:

Any lot within a recorded subdivision may be divided one (1) time without requiring a replat of the subdivision. Any subsequent division resulting in the creation of three (3) or more parcels from the original lot shall be deemed inconsistent with the original intent of the recorded subdivision and shall require approval of a replat in accordance with this Chapter.

Given the Town's code does conflict with state statute, Town staff are requesting an immediate change of the Planning and Zoning Ordinance rather than waiting for the comprehensive rewrite.

### Question before Council:

- Does the Council have any questions for the staff regarding Ordinance 2025-A509?

### Proposed Motion:

Motion to **APPROVE** Ordinance 2025-A509, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to amend the Planning and Zoning Ordinance Section 509.B.1.

**OR**

Motion to **DENY** Ordinance 2025-A509, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to amend the Planning and Zoning Ordinance Section 509.B.1.

*NOTE:*
Town Council can seek to pass this ordinance as an emergency with 6/7 affirmative vote with the addition to the motion that the effective date is immediate.

**ORDINANCE 2025-A509**

**AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AMENDING THE PLANNING AND ZONING ORDINANCE SECTION 509.B.1. TO ALIGN SUBDIVISION REGULATIONS WITH ARIZONA REVISED STATUTES REGARDING LOT SPLITS WITHIN RECORDED SUBDIVISIONS.**

**WHEREAS**, the Town of Camp Verde adopted the Planning and Zoning Ordinance 2011-A374, approved May 25, 2011; and

**WHEREAS,** Part 6, Section 300, C.1 of the Planning and Zoning Ordinance allows for the amendment, supplementation or change of the zoning text regulations of the Planning and Zoning Ordinance by the Town Council; and

**WHEREAS,** Text Amendments may be initiated by the Planning and Zoning Commission, the Town Council, staff of the Town of Camp Verde, or by application of a property owner, per Part 6, Section 600, C.1 of the Planning and Zoning Ordinance; and

**WHEREAS,** this Text Amendment was initiated by the Community Development Department on January 13, 2026; and

**WHEREAS**, these Text Amendments were reviewed by the Planning and Zoning Commission on February 26, 2026, in a public hearing that was advertised and posted according to state law; and

**WHEREAS,** the Commission recommended the Mayor and Common Council approve the amendments as presented; and

**WHEREAS,** the Town Council has an abiding interest in protecting the public health, safety, and welfare by establishing requirements for provisions of the Planning and Zoning Ordinance by including definitions and text amendments.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE:**

Section 1. The Mayor and Common Council hereby finds as follows;

A. The proposed Text Amendment will not constitute a threat to the health, safety, welfare, or inconvenience to the general public of the Town of Camp Verde.

B. The proposed Text Amendment is hereby adopted in accordance with Exhibit A. At least three paper copies or one paper copy and one electronic copy shall remain on file with the Town Clerk in compliance with A.R.S Section 9-802 and kept available for public use and inspection.

Section 2: All ordinance or parts of the ordinances adopted by the Town of Camp Verde in conflict

with the provision of this ordinance or any part of the code adopted, are hereby repealed, effective as of the effective date of this ordinance.

Section 3: If any section, sentence, clause, phrase, or potion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance; and

Section 4: This Ordinance shall be effective upon expiration of a thirty (30) day period following the adoption hereof and completion of publication and any posting as required by Arizona State Law; and

Section 5: In accordance with Article II, Sections 1 and 2, Constitution of Arizona, and the laws of the State of Arizona, the Mayor and Common Council has considered the individual property rights and personal liberties of the residents of the Town and the probable impact of the proposed ordinance on the cost to construct housing for sale or rent before adopting this Ordinance.

**PASSED AND APPROVED BY A MAJORITY OF THE TOWN COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, ON THIS 15TH DAY OF APRIL, 2026.**

_____
Marie Moore, Mayor

Attest:

_____
Leah Rhodes, Town Clerk

Approved as to form:

_____
Trish Stuhan, Town Attorney

"Exhibits on file at the Town Clerk's Office, 473 S Main St. Ste 102, Camp Verde. Arizona."

# EXHIBIT A

## SECTION 501 – SUBDIVISION/LAND DIVISION DEFINITION OF TERMS

**Subdivision:** Improved or unimproved land or lands divided for the purpose of financing, sale or lease, whether immediate or future, into four or more lots, tracts or parcels of land, or, if a new street is involved, any such property which is divided into ~~two~~ three or more lots, tract or parcels of land, or any such property, the boundaries of which have been fixed by a recorded plat, which is divided into more than ~~two~~ three part. "Subdivision" also includes any condominium, cooperative, community apartment, townhouse or similar project containing four or more parcels, in which an undivided interest in the land is coupled with the right of exclusive occupancy of any unit located thereon, but plats of such projects need not show the buildings or the manner in which the buildings or airspace above the property shown on the plat are to be divided. "Subdivision" does not include the following:

- The sale or exchange of parcels of land to or between adjoining property owners if such sale or exchange does not create additional lots.
- The partitioning of land in accordance with other statutes regulating the partitioning of land held in common ownership.
- The leasing of apartments, offices, stores or similar space within a building or trailer park, not to mineral, oil or gas leases.

## SECTION 509 – AMENDED MAP, REVISION, REPLAT AND ABANDONMENT

### B. Revision of Plat

Any of the following changes to a recorded subdivision plat shall require compliance with the procedures for Final Plat (see Sec 506):

1. ~~Any division of a lot or lots in a recorded subdivision that results in an increase in the total number of lots;~~ Any lot within a recorded subdivision may be divided one (1) time without requiring a replat of the subdivision. Any subsequent division resulting in the creation of three (3) or more parcels from the original lot shall be deemed inconsistent with the original intent of the recorded subdivision and shall require approval of a replat in accordance with this Chapter.

2. Any revision involving dedication or abandonment of land for a public street, public easement or other public right-of-way; where abandonment is involved, the Revision of Plat shall not be forwarded to the Town Council for final action until abandonment proceedings (see Section 509 D.) are completed and the recording data noted on the Final Plat;
3. Any change in lot lines or in the location of streets, easements and other rights-of-way, except for nominal changes as a Replat (see Section 509 C below);
4. Any changes to the exterior boundaries of a subdivision.

# AFFIDAVIT OF PUBLICATION

STATE OF ARIZONA )
County of Yavapai) ss.

I, **James Whedon,** being first duly sworn on his oath says:
That he is authorized by the publisher as agent to make this affidavit of publication of VERDE VALLEY NEWSPAPERS, INC., an Arizona corporation, which owns and publishes the **Verde Independent/Bugle**, a two time per week newspaper published in the City of Cottonwood, County of Yavapai that the notice attached hereto, namely,

**NOTICE OF PUBLIC HEARING**
**THE TOWN OF CAMP VERDE, ARIZONA**
**RE: TEXT AMENDMENT TO SECTION 509, PLANNING & ZONING ORDINANCE**
**HEARING DATE: APRIL 15, 2026 AT 6:00 PM**

Has, to the personal knowledge of **21ST** day of **MARCH, 2026** to the **24TH** day of **MARCH, 2026**, inclusive without change, or omission, amounting in all **2** insertion(s) made on the following dates:
**MARCH 21, 24, 2026**

By: _____
JAMES WHEDON

Dated this **6TH** day of **APRIL, 2026**

By: _____
Notary Public

My commission expires:

URSULA J DELGROLICE
NOTARY PUBLIC - ARIZONA
YAVAPAI COUNTY
COMMISSION # 689121
MY COMMISSION EXPIRES
SEPTEMBER 15, 2029

TOWN COUNCIL
PUBLIC HEARINGS:
TEXT AMENDMENT
P & Z ORDINANCE
SECTION 509.B.1

473 S MAIN ST. STE
106
WEDNESDAY
APRIL 15, 2026
6:00 PM

*24 W Finnie Flat Rd*
*Camp Verde AZ 86322*
*United States*
*Mar 26, 2026 at 8:31:25 AM*


TOWN COUNCIL
PUBLIC HEARINGS:
TEXT AMENDMENT
P & Z ORDINANCE
SECTION 509.B.1
473 S MAIN ST. STE 106
WEDNESDAY
APRIL 15, 2026
6:00 PM
400 W Finnie Flat Rd
Camp Verde AZ 86322
United States
Mar 26, 2026 at 8:41:04 AM


SPEED
LIMIT
35
PLANNING AND ZONING
COMMISSION
PUBLIC HEARING
TEXT AMENDMENT
P & Z ORDINANCE
SECTION 800
473 S MAIN ST. STE
106
THURSDAY
APRIL 9, 2026
6:00 PM
TOWN COUNCIL
PUBLIC HEARINGS:
TEXT AMENDMENT
P & Z ORDINANCE
SECTION 509.B.1
473 S MAIN ST. STE
106
WEDNESDAY
APRIL 15, 2026
6:00 PM
1200–1250 W Finnie Flat Rd
Camp Verde AZ 86322
United States
Mar 26, 2026 at 8:52:42 AM

# Town Council
# Agenda Information Memorandum

**Meeting Date:** Apil 15, 2026

**Agenda Item Type:**

☐ Consent Agenda ☐ Informational Presentation ☐ Discussion Item
☒ Action/Decision Item ☐ Executive Session Request ☐ Other:

**Requesting Department:** Development Services **Staff Resource:** Acting Senior Planner Cory Mulcaire

**Agenda Title:** Public Hearing – Discussion, consideration, and possible approval of Resolution 2026-1210, a right-of-way vacation for real property owned by the Town of Camp Verde, a portion of the alleyway parcel 800-15-001Z.

**Attached Documents:**

- Resolution 2026-1210
- Survey and Legal Description
- Public Hearing Notice

**Estimated Presentation Time:** 10 minutes **Estimated Discussion Time:** 10 minutes

**Reviewed By:**

☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

**Financial Review** (if applicable)**:** N/A

- Funding Source / GL Account Number:
- Approved in the FY25 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

## Background Information:

Town staff were approached by the Verde Valley Sanctuary about abandoning the alleyway that runs between two parcels that they own, APN 404-23-031A and 404-23-020A, in order to combine the lots and place a larger storage shed for store inventory. Since the alleyway is owned by the Town of Camp Verde, Town staff are serving as applicants on behalf of the Town of Camp Verde.

Per ARS 28-7205, if the roadway is a city, town, or county roadway, the governing body may resolve that the roadway or portion of the roadway to be vacated. On the making of the resolution, title to the roadway or portion of the roadway vests, subject to the same encumbrances, liens, limitations, restrictions and estates as exist on the land to which it accrues, as follows:

1) If a roadway that is the exterior boundary of a subdivision or other tract of land is vacated, title to the roadway vests in the owners of the land abutting the vacated roadway to the same extent that the land included is within the roadway, at the time the roadway was acquired for public use, was a part of the subdivided land or was a part of the adjacent land.

2) If less than the entire width of the roadway is vacated, title to the vacated portion vests in the owners of land abutting the vacated portion.

3) If a roadway bounded by straight lines is vacated, title to the vacated roadway vests in the owners of the abutting land and each abutting owners takes to the center of the roadway,

except as provided in paragraphs 1 and 2. If the boundary lines of abutting lands do not intersect the roadway at a right angle, the land included within the roadway vests as provided in paragraph 4.

4) In all instances not specifically provided for, title to the vacated roadway vests in the owners of the abutting land, and each abutting owner takes that portion of the vacated roadway to which the abutting owner's land or any part of the abutting owner's land is nearest in proximity.

5) On vacation of a roadway no portion accrues to an abutting roadway.

For this right-of-way vacation request, #2 applies since only a portion of the right-of-way will be abandoned and as such, will be transferred to the Verde Valley Sanctuary.

The proposed alley abandonment is subject to the public hearing procedures prescribed in Section 601.A of the Town of Camp Verde Planning and Zoning Ordinance. The required public notice and hearing processes have been conducted in accordance with the Town's adopted procedures and applicable state statutes.

## Staff Analysis:

This alley abandonment application has been reviewed by all required Town departments and applicable reviewing agencies. No objections or concerns have been identified.

Town staff and reviewing agencies have determined that abandonment of the subject alley will not adversely affect the life, health, or safety of Camp Verde. Furthermore, the proposed abandonment will not impede or otherwise affect access to adjacent properties or nearby businesses.

Based on the complete review, staff finds no technical or public safety constraints associated with the requested abandonment.

## Planning and Zoning Commission:

On March 12, 2026 the Planning and Zoning Commission held a public hearing. At this meeting, the Commission unanimously recommended approval of Resolution 2026-1210.

To listen to the Planning & Zoning Commission meeting, click here: March 12, 2026 Planning & Zoning Commission Meeting Video

## Question(s) before the Council:

- Does the Town Council have any questions for the Staff?

## Proposed Motion(s):

Motion to **APPROVE** Resolution 2026-1210 authorizing the right-of-way vacation for real property owned by the Town of Camp Verde, a portion of parcel 800-15-001Z.

**OR**
Motion to **DENY** Resolution 2026-1210 authorizing the right-of-way vacation for real property owned by the Town of Camp Verde, a portion of parcel 800-15-001Z.

**RESOLUTION 2026-1210**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING THE RIGHT-OF-WAY ABANDONMENT FOR PORTIONS OF A 12.00 FEET WIDE ALLEY, BLOCK 13 "CAMP VERDE TOWNSITE."**

**WHEREAS,** the Town of Camp Verde adopted Planning and Zoning Ordinance No. 2011-A374 on May 25, 2011; and

**WHEREAS,** the Town of Camp Verde Planning and Zoning Ordinance and Subdivision Regulations, Part 5, Section 509(D)(5), (6), and (7), establish procedures and standards for the abandonment of public rights-of-way and easements; and

**WHEREAS,** pursuant to A.R.S. § 28-7205, the governing body of a municipality may resolve that a public roadway or portion thereof be vacated, and upon such resolution title vests in the abutting property owners as provided by statute; and

**WHEREAS,** the Verde Valley Sanctuary requested the abandonment of a portion of a 12-foot-wide alley located between APNs 404-23-031A and 404-23-020A in order to accommodate future site expansion and operational needs; and

**WHEREAS,** the proposed abandonment constitutes a partial right-of-way vacation, and pursuant to A.R.S. § 28-7205(2), title to the vacated portion shall vest in the owners of the land abutting the vacated portion; and

**WHEREAS,** the request was reviewed by all applicable Town departments and relevant agencies, and no objections, access concerns, or public safety issues were identified; and

**WHEREAS,** a public hearing was duly noticed and held before the Planning and Zoning Commission on March 12, 2026 in accordance with Section 601.A of the Town of Camp Verde Planning and Zoning Ordinance and applicable state law, and the Commission forwarded a recommendation of approval to the Town Council; and

**WHEREAS,** the Town Council finds that the subject alley has not been used as a public roadway, is no longer necessary for public use, and that abandonment will not adversely impact public health, safety, or welfare.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE:**

DRAFT

**Section 1**. The Town hereby vacates and abandons a portion of the 12-foot-wide public alley located in Block 13, Camp Verde Townsite, as described and depicted in Exhibit A attached hereto and incorporated herein by reference.

**Section 2.** Pursuant to A.R.S. § 28-7205(2), title to the vacated portion of the alley shall vest in the owners of the abutting property, specifically the owner of APNs 404-23-031A and 404-23-020A, to the extent provided by statute.

**Section 3.** The vacated property shall remain subject to the same encumbrances, liens, limitations, restrictions, and estates as exist on the abutting property to which the vacated alley accrues.

**Section 4.** All existing utility easements, including but not limited to sewer, drainage, gas, water, pipelines, canals, laterals, ditches, and related appurtenances, shall remain in full force and effect unless separately abandoned or modified in accordance with applicable law.

**Section 5.** The Town Council finds that the abandoned alley has minimal independent value, is isolated from other public roadways, and no longer serves a public purpose. Accordingly, no monetary consideration is required for this abandonment.

**Section 6.** This Resolution shall take effect upon adoption and shall be recorded with the Yavapai County Recorder, at which time the abandonment shall become effective.

**PASS AND ADOPTED by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, this 15th day of April 2026.**

_____
Marie Moore, Mayor

Attest:

_____
Leah Rhodes, Town Clerk

Approved as to form:

_____
Trish Stuhan, Town Attorney

DRAFT

# EXHIBIT "A"
## ALLEY ABANDOMENT

**Portion to 404-23-031A**
The following is a description of a parcel of land located within the Southwest quarter of Section 32, Township 14 North, Range 5 East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona. Being a portion of the 12.00 feet wide alley Right-of way, as shown on the "Camp Verde Townsite" recorded in Book 2 of maps and plats, Page 62, records of the Yavapai County Recorder's Office [Record Source #1 (R1)], also being shown on that Results of Survey recorded in Book 176 of Land Surveys, Page 34 records of the Yavapai County Recorder's office, [Record Source #2 (R2)]. The subject parcel of land, being more particularly described as follows:

**Beginning for Reference** at a 2" Brass cap in Hand Hole, marking the West quarter corner of said Section 32, from which a BLM Brass cap "SW S32 1964", marking the Southwest corner of said Section 32 bears South 00° 12' 47" East, at a distance of 2643.78 feet [Basis of Bearings][ South 00° 12' 47" East, at a distance of 2643.27 feet (R2)], Thence South 81° 25' 23" East, a distance of 459.55 feet to a found ½" rebar (No id), marking the Northeast corner Lot 26 (R1), a point on the Southerly Right-of-way Fain Street and the **TRUE POINT OF BEGINNING**;

Thence North 75° 29' 35" East, a distance of 6.00 feet, along said Right-of-way to a set plastic cap atop a ½" rebar stamped "RLS 48860";

Thence South 14° 28' 46" East, a distance of 110.14 feet, to a set plastic cap atop a ½" rebar stamped "RLS 48860";

Thence South 75° 32' 09" West, a distance of 5.91 feet, to a calculated point near a building corner, marking the Southeast corner of Lot 24 and the Westerly Right-of-way of said Alley (R1);



Dugan L. McDonald R.L.S. P.O. Box 3270 Camp Verde, Arizona 86322 Office (928) 567-9170
738 S. Parks Drive Fax (928) 567-6351

Thence North 14° 31' 33" West, a distance of 110.13 feet [North 14° 37' 11" West, a distance of 110.07 feet (R1)] along said Right-of-way to the **TRUE POINT OF BEGINNING:**

The subject parcel of land described herein contains +/- 655.91 sq ft of land, as shown on the attached Exhibit Drawing which is made a portion hereof by this reference and is subject to all items of the public record that may be pertinent thereto.






Dugan L. McDonald R.L.S. P.O. Box 3270 Camp Verde, Arizona 86322 Office (928) 567-9170

738 S. Parks Drive Fax (928) 567-6351

# EXHIBIT DRAWING

## A PORTION OF A 12.00 FEET WIDE ALLEY ABANDONMENT, BLOCK 13 "CAMP VERDE TOWNSITE" BOOK 2 OF MAPS AND PLATS, PAGE 62 (R1) LOCATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 14 NORTH, RANGE 5 EAST, GILA & SALT RIVER BASE & MERIDIAN, YAVAPAI COUNTY, ARIZONA

(R2) - INDICATES RECORD DIMENSION FOUND ON THAT RESULTS OF SURVEY RECORDED IN BOOK 176 OF LAND SURVEYS, PAGE 34 IN THE RECORDS OF YAVAPAI COUNTY, ARIZONA

INDICATES EASEMENT AS NOTED

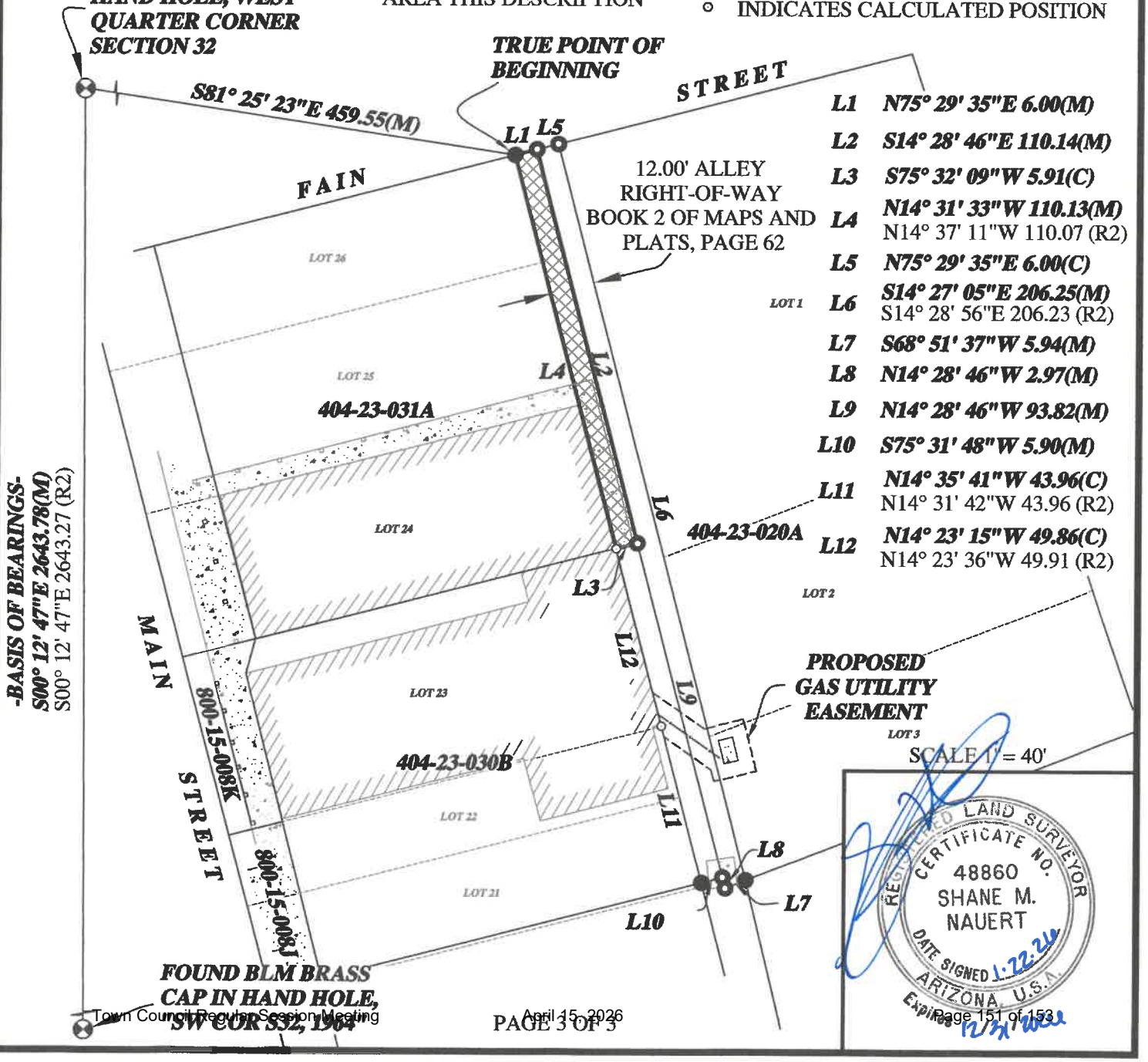
INDICATES SECTION CORNER AS NOTED

INDICATES SET 1/2" REBAR WITH PLASTIC CAP "RLS 48860"

INDICATES FOUND 1/2" REBAR

INDICATES CALCULATED POSITION

INDICATES 655.91 SQ FT AREA THIS DESCRIPTION




| | |
|---|---|
| L1 | N75° 29' 35"E 6.00(M) |
| L2 | S14° 28' 46"E 110.14(M) |
| L3 | S75° 32' 09"W 5.91(C) |
| L4 | N14° 31' 33"W 110.13(M) N14° 37' 11"W 110.07 (R2) |
| L5 | N75° 29' 35"E 6.00(C) |
| L6 | S14° 27' 05"E 206.25(M) S14° 28' 56"E 206.23 (R2) |
| L7 | S68° 51' 37"W 5.94(M) |
| L8 | N14° 28' 46"W 2.97(M) |
| L9 | N14° 28' 46"W 93.82(M) |
| L10 | S75° 31' 48"W 5.90(M) |
| L11 | N14° 35' 41"W 43.96(C) N14° 31' 42"W 43.96 (R2) |
| L12 | N14° 23' 15"W 49.86(C) N14° 23' 36"W 49.91 (R2) |

REGISTERED LAND SURVEYOR CERTIFICATE NO. 48860 SHANE M. NAUERT DATE SIGNED 1-22-26 ARIZONA, U.S.A. Expires 12/31/2027

# AFFIDAVIT OF PUBLICATION

STATE OF ARIZONA )
County of Yavapai) ss.

I, **James Whedon,** being first duly sworn on his oath says:
That he is authorized by the publisher as agent to make this affidavit of publication of VERDE VALLEY NEWSPAPERS, INC., an Arizona corporation, which owns and publishes the **Verde Independent/Bugle**, a two time per week newspaper published in the City of Cottonwood, County of Yavapai that the notice attached hereto, namely,

**NOTICE OF PUBLIC HEARING**
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**RE: RIGHT-OF-WAY ABANDONMENT**
**HEARING DATE: APRIL 15, 2026 AT 6:00 PM**

Has, to the personal knowledge of **21ST** day of **MARCH, 2026** to the **24TH** day of **MARCH, 2026**, inclusive without change, or omission, amounting in all **2** insertion(s) made on the following dates:
**MARCH 21, 24, 2026**

By: _____
JAMES WHEDON

Dated this **6TH** day of **APRIL, 2026**

By: _____
Notary Public

My commission expires:

URSULA J DELGROLICE
NOTARY PUBLIC - ARIZONA
YAVAPAI COUNTY
COMMISSION # 689121
MY COMMISSION EXPIRES
SEPTEMBER 15, 2029


TOWN COUNCIL
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STOP
Fain St
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United States
Mar 26, 2026 at 8:20:12 AM