



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."

**AMENDED AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, MAY 6, 2026 at 6:00 P.M.**

ZOOM MEETING LINK:

<https://us02web.zoom.us/j/83872515875?pwd=MsCGz6bGFSaig0bmk3r0CTk6r4oaFB.1>

one Tap Mobile: 1-253-215-8782 or 1-346-248-7799

Meeting ID: 838 7251 5875

Passcode: 812127

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) Regular Session – April 15, 2026 at 6:00 p.m. Pg. 5
 - 2) Work Session – April 22, 2026 at 5:00 p.m. Pg. 13
 - b) **Set Next Meeting, Date and Time:**
 - 3) Work Session – May 7, 2026 at 5:00 p.m.
 - 4) Special Session – May 13, 2026 at 5:00 p.m.
 - 5) Regular Session – May 20, 2026 at 6:00 p.m. - **CANCELLED**
 - 6) Special Session – May 27, 2026 at 5:00 p.m.
 - 7) Regular Session – June 3, 2026 at 6:00 p.m.
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.
 - **Presentation of the Verde Valley Sanctuary Community Based Advocacy Program Agreement.** Staff Resource: Town Manager Miranda Fisher. Pg. 15
 - **Proclamation declaring the month of May 2026 as Building Safety Month.** Staff Resource: Chief Building Official Roxanne Jasman. Pg. 21
 - **Proclamation declaring the week of May 10-16, 2026 as National Police Week.** Staff Resource: Town Marshal Dan Jacobs. Pg. 23
 - **Proclamation declaring the week of May 17-23, 2026 as Public Works Week.** Staff Resource: Public Works Director Ken Krebbs. Pg.25
 - **Presentation on administratively approved subdivisions from Q1 2026 in compliance with the Town’s Ordinance 2025-A507 and House Bill 2447.** Staff Resource: Acting Senior Planner Cory Mulcaire. Pg. 29
8. **Discussion, consideration, and possible approval of a Solar Power Purchase Agreement with SolarEnergyLease.com for the solar system located at the Equestrian Center.** Staff Resource: Town Manager Miranda Fisher. Pg. 39
9. **Public Hearing:** Discussion, consideration, and possible approval of Ordinance 2026-A511, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, amending the Planning and Zoning Ordinance Section 802.7.B. to adjust the setbacks for wireless communication facilities neighboring residential zones from 5,000 to 450 feet. Staff Resource: Development Services Director Christian Green. Pg. 87

Staff Comments
Open Public Hearing
Close Public Hearing
Council Discussion

10. **Public Hearing:** Discussion, consideration, and possible approval of Ordinance 2026-A514, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, amending the Town Code Article 7-7 – Enforcement Procedures for Violations of the Town Code by the Hearing Officer. Staff Resource: Development Services Director Christian Green. Pg. 97

Staff Comments
Open Public Hearing
Close Public Hearing
Council Discussion

11. Discussion, consideration, and possible direction regarding the comprehensive review of previously approved Use Permits, including compliance status and potential corrective actions. Staff Resource: Acting Senior Planner Cory Mulcaire. Pg. 105
12. Discussion, consideration, and possible approval of Intergovernmental Agreement No. 26-0011535-I with the Arizona Department of Transportation for the Highway User Revenue Fund exchange of federal Surface Transportation Block Grant Program funds to construct the Verde Lakes Drive Sidewalk Improvements project. Staff Resource: CIP Manager Martin Smith. Pg. 133
13. Discussion, consideration, and possible approval of Resolution No. 2026-1215, authorizing the issuance of debt to support the Town's Water Infrastructure Financing Authority Land Acquisition and Well Project Loan for property located within the High View at Boulder Creek Planned Area Development. Staff Resource: Utilities Director Lisa Vaughan. Pg. 159
14. Discussion, consideration, and possible approval of Change Order No. 1, in an amount not to exceed \$50,000, to address Arizona Department of Environmental Quality requirements and required submittals associated with resolving the Lagoon Notice of Violation. Staff Resource: Utilities Director Lisa Vaughan. Pg. 165
15. **An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) for discussion or consultation for legal advice and to consider its position and instruct the Town Attorney regarding contracts that are the subject of negotiations. The purpose of the discussion is to consider animal control services.** Staff Resource: Town Manager Miranda Fisher.
16. **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 30, 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



DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, APRIL 15, 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) Special Session – March 25, 2026 at 5:00 p.m.
- 2) Regular Session – April 1, 2026 at 6:00 p.m.

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. Town Manager Fisher stated the April 29, 2026 meeting was moved to May 7, 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.

On a **motion** made by Councilor Seybold, seconded by Vice Mayor Escoffier, the Council **moved to approve** the consent agenda with the change to 4.b. 2 and remove

it from the consent agenda and add May 7, 2026 at 5:00 p.m.

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 events they attended as well as upcoming events.

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

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

Town Clerk Leah Rhodes swore in Daniel Jacobs as the new Town Marshal and newly hired employee's Peace Officer Tre Frederick and Grounds Maintenance

Worker Keali'i Paulo-Munoz.

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

Mayor Moore proclaimed April 20-24, 2026 as Stand with Me, Be Drug Free Week and presented the proclamation to MATFORCE Executive Director Merilee Fowler.

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

Mayor Moore proclaimed April 19-25, 2026 as Volunteer Appreciation Week and presented the proclamation to Parks & Recreation Manager Shawna Figy.

- d) **Presentation by the Tree Advisory Committee and proclamation declaring April 25, 2025 as Arbor Day in the Town of Camp Verde.** Resource: Tree Advisory Committee Chair Diane Scantlebury.

Mayor Moore proclaimed April 25, 2026 as Arbor Day and presented the proclamation to Tree Advisory Committee Chair Diane Scantlebury. Ms. Scantlebury shared with Council some of what the Tree Advisory Committee has been working on.

- e) **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.

Development Services Director Christian Green provided an update of the Dark Sky Community overview which included roles of Town Staff, reporting requirements, sky quality meter readings, and community events and promotions.

Acting Senior Planner Mulcaire provided an overview of how lumens are measured and the allowance in residential and commercial parcels.

Mayor Moore proclaimed April 13-19, 2026 as International Dark Sky Week and presented the proclamation to Marshall and Jane Whitmire.

Public Comment: Resident Marlene Sovine praised the Council on how many subjects the Council addressed and how well they ran the meeting that evening.

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.

Town Manager Fisher stated in April 2024, the Camp Verde Arena Association (CVAA) entered into a solar power purchase agreement (PPA), with installation completed in

May 2025. With CVAA departing the Equestrian Center, Council direction is requested on whether to transfer the agreement to the Town. Staff have begun discussions with the SolarEnergyLease.com LLC regarding a potential transfer assuming all rights and obligations previously held by CVAA under the agreement. The Town would assume monthly payments under the 25-year agreement, while the provider is responsible for maintenance, repairs and performance guarantees throughout the term of the agreement.

CVAA representative Mary Phelps and Kyle Fricke of SolarEnergyLease.com, LLC, (participated remotely) provided an overview of the existing lease agreement with CVAA. Mr. Fricke addressed Council questions regarding system production, cost per kilowatt, and potential transfer fees.

Several Council Members expressed concerns about assuming the agreement.

Town Manager Fisher, Town Attorney Stuhan, and the Public Works Director Krebbs responded to additional Council inquiries regarding the solar system at the arena and its impact on offsetting power usage.

Vice Mayor Escoffier and Councilor Seybold made a motion to go into Executive Session. Additional questions were requested before convening into Executive Session. Vice Mayor Escoffier and Councilor Seybold withdrew their motion.

CVAA Representative Mary Phelps provided an overview of CVAA's current electricity bills.

On a **motion** made by Vice Mayor Escoffier, seconded by Councilor Seybold, the Council moved to convene into Executive Session for legal advice at 7:16 p.m.

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.

Mayor Moore reconvened the Regular Session at 7:44 p.m.

Councilor Murdock directed the Town Manager to explore options for either entering into an independent agreement with SolarEnergyLease.com, LLC, or assuming the existing lease from the Camp Verde Arena Association, including clarification of responsibility for the \$300 transfer fee and acknowledgement by all parties.

Vice Mayor Escoffier provided additional direction for staff to arrange an inspection of the equipment to verify functionality and compliance with warranty requirements, and

recommended delaying payment of the April bill until Council had the opportunity to further consider the matter.

The Council agreed with the directions provided to staff.

Mayor Moore recessed the meeting for a break at 7:46 p.m. and reconvened the Regular Session at 7:53 p.m.

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.

Staff Comments: Acting Senior Planner Mulcaire provided an overview of the new Arizona Revised Statute that permits a one-time lot split within a recorded subdivision without requiring re-plating of the entire subdivision. Acting Senior Planner Mulcaire noted that the Town's current Planning and Zoning Ordinance requires a full re-plat for any lot division that increases the total number of lots, creating an inconsistency with state law. Acting Senior Planner Mulcaire provided the new text to be adopted to the Planning and Zoning Ordinance Section 509.B.1. and stated staff is requesting an immediate change to the Planning and Zoning Ordinance rather than waiting for the comprehensive rewrite. Additionally, Acting Senior Planner Mulcaire outlined the requirements for maintaining compliance with zoning regulations.

Open Public Hearing: Mayor Moore opened the public hearing at 7:58 p.m. and there were no speakers.

Close Public Hearing: Mayor Moore closed the public hearing at 7:58 p.m.

Council Discussion: There was no further discussion.

Acting Senior Planner Mulcaire and Town Attorney Stuhan responded to questions from Council.

On a **motion** made by Councilor Foreman, seconded by Vice Mayor Escoffier, the Council **moved 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.

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.

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.

Mayor Moore recused herself from the dais due to a conflict of interest and did not participate in any discussion or action on Item 10.

Vice Mayor Escoffier presided over the meeting during consideration of Item 10.

Staff Comments: Acting Senior Planner Mulcaire stated 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. Town staff reviewed the item with the Planning and Zoning Commission and other Town Departments and there were no objections.

Town Manager Fisher and Acting Senior Planner responded to questions from Council.

Open Public Hearing: Mayor Moore opened the public hearing at 8:07 p.m. and there were no speakers.

Close Public Hearing: Mayor Moore closed the public hearing at 8:07 p.m.

Council Discussion: There were no further discussion.

On a **motion** made by Councilor Foreman, seconded by Councilor Bolton, the Council **moved 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.

Roll Call Vote:

Councilor Bolton: aye

Councilor Seybold: aye

Councilor Foreman: aye

Councilor Murdock: aye

Councilor Godwin: aye

Vice Mayor Escoffier: aye

Mayor Moore: recused herself from voting

Motion Carried: 6-0.

Mayor Moore returned to the dais and read Agenda Item 11.

A **motion** was made by Councilor Godwin, seconded by Councilor Foreman to convene into Executive Session for Item 11 at 8:09 p.m.

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.

11. **An executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding the primary and general election.** Resource: Town Attorney Trish Stuhan.

Mayor Moore reconvened the Regular Session at 8:34 p.m.

No direction was given.

12. **Adjournment**

Mayor Moore adjourned the meeting at 8:34 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 15, 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
BUDGET WORK SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, APRIL 22, 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, Finance Director Michael Showers, Parks & Recreation Manager Shawna Figy, Presiding Magistrate Gary Horton, Public Works Director Ken Krebbs, Utilities Director Lisa Vaughn, Development Services Director Christian Green, Human Resources Director Julia Kaiser (participated remotely), Lieutenant Justin Reay and Town Clerk Leah Rhodes.

3. Pledge of Allegiance

Councilor Godwin led the Pledge.

4. Presentation and Discussion of the FY27 Proposed Capital Improvement Plan, General Fund Revenue Projections, Debt, and Grants. Staff Resource: Town Manager Miranda Fisher & Finance Director Michael Showers.

Finance Director Showers presented an overview of the FY27 preliminary revenue estimates, including projections for General Fund revenues.

Town Manager Fisher provided an overview of all of the projects that were recommended for funding in FY27.

Town Manager Fisher, Finance Director Showers, Public Works Director Krebbs, Utilities Director Vaughn, Park and Recreation Manager Figy, and Lieutenant Reay responded to questions from the Council.

Town Council noted no initial changes to the FY27 CIP budget as presented.

5. Adjournment

Mayor Moore adjourned the meeting at 6:38 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 Budget Work Session of the Town Council of Camp Verde, Arizona, held on April 22, 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

DRAFT



Meeting Date: May 6, 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: Presentation of the Verde Valley Sanctuary Community Based Advocacy Program Agreement.

Attached Documents:

- Community-Based Advocacy Program Agreement between the Town of Camp Verde and Verde Valley Sanctuary

Estimated Presentation Time: 2 minutes

Estimated Discussion Time: 5 minutes

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, through the Camp Verde Marshal's Office (CVMO), will be entering into a Community-Based Advocacy Program Agreement with Verde Valley Sanctuary, which will be executed by the Town Manager. The purpose of this item is to inform Council of this partnership, as it represents a meaningful collaboration that enhances services available to the community.

Verde Valley Sanctuary is the region's primary provider of services for survivors of domestic violence and sexual assault, offering emergency shelter, advocacy, crisis response, and long-term support services across the Verde Valley. While CVMO and Verde Valley Sanctuary have collaborated informally for many years, primarily through referrals and training, this agreement formalizes and expands that partnership to include a more coordinated and proactive response model.

The agreement establishes a collaborative framework in which:

- Verde Valley Sanctuary will:
 - Provide on-scene crisis response support, as needed
 - Deliver trauma-informed advocacy services to survivors
 - Offer training and education to CVMO personnel



Town Council Agenda Information Memorandum

- Camp Verde Marshal's Office will:
 - Refer survivors to Verde Valley Sanctuary for services
 - Coordinate with advocates for on-scene and follow-up support
 - Collaborate on training and program development

The agreement is anticipated to be in effect beginning June 1, 2026, for an initial term of 12 months, with the opportunity for renewal.

Connection to the [FY25-FY30 Strategic Plan](#)

This partnership supports the Town's Strategic Plan by advancing public safety and community well-being and strengthening collaboration and partnerships.

Question(s) before the Council:

- Does Council have any questions for staff?



Verde Valley Sanctuary Community Based Advocacy Program Agreement

WHEREAS, **Verde Valley Sanctuary** and the **Town of Camp Verde** on behalf of the **Camp Verde Marshal's Office** have come together to collaborate and coordinate services for survivors of domestic and sexual violence in Camp Verde, AZ; and

WHEREAS, the partners listed below have agreed to enter into a collaborative agreement in which **Verde Valley Sanctuary** will assist the **Camp Verde Marshal's Office** with crisis response on calls involving domestic and sexual violence; and

WHEREAS, the partners herein desire to enter into this Agreement setting forth the services to be provided by the collaborative; and

WHEREAS, this Agreement is prepared and approved by the collaborative through its partners on or before **June 1, 2026**;

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

I) Description of Partner Agencies/Individuals

Verde Valley Sanctuary

- Verde Valley Sanctuary (VVS) was formed in 1993 when a group of concerned citizens met, established a safe-home network, and began to develop and provide basic services to address domestic violence in Arizona's Verde Valley region. VVS became a 501(c)3 non-profit organization in 1994, and our mission is to provide safety, services, and comfort to survivors of domestic violence and sexual assault. To achieve that mission, VVS provides an array of services, including emergency confidential shelter, transitional housing, community-based advocacy, lay legal advocacy, case management, safety planning, emergency financial assistance, twenty-four-hour crisis line, prevention education, and community awareness and support. Verde Valley Sanctuary's core services are located in Cottonwood, Arizona. VVS is the sole provider of emergency shelter, community-based advocacy, prevention education, and transitional housing services for survivors of domestic violence, sexual assault, and stalking in a 714-square-mile region that encompasses a significant portion of eastern Yavapai County. The communities served include Camp Verde, Clarkdale, Cornville, Cottonwood, Jerome, Lake Montezuma, Rimrock, Sedona, and other unincorporated areas of Yavapai County. In FY 2025, Verde Valley Sanctuary provided services to nearly 1500 survivors of domestic and sexual violence, provided almost 9,500 bednights, and answered almost 1,300 crisis calls.



Camp Verde Marshal's Office

- The Camp Verde Marshal's Office (CVMO) serves as the primary municipal law enforcement agency for the Town of Camp Verde, Arizona. It was established when the Town of Camp Verde was incorporated in 1986 and has a staff of 26 Sworn Officers and 14 Civilian Staff. CVMO provides 24/7 law enforcement services to a community of roughly 12,000 residents across 42 square miles located in central Yavapai County. Unlike many municipalities that use the title "Police Department," Camp Verde retains the traditional "Marshal" designation. CVMO also Dispatches for the Yavapai Apache Police Department, and U.S. Parks Service Officers.

II) History of Relationship

- Verde Valley Sanctuary and the Camp Verde Marshal's Office have informally collaborated over the course of Verde Valley Sanctuary's 30-plus years in operation. The core of the collaboration has come in the form of referrals of survivors from the Camp Verde Marshal's Office to Verde Valley Sanctuary for services. In the past year, both agencies have expanded their collaboration, including having Verde Valley Sanctuary provide training to the Marshal's Office on domestic violence and sexual assault dynamics and responses.
- Verde Valley Sanctuary and the Camp Verde Marshal's Office seek to formalize their partnership through deeper collaboration as outlined in this Memorandum of Understanding.
- This collaboration's critical and long-range goals primarily center around ensuring that the Camp Verde Marshals receive support from Verde Valley Sanctuary Advocates on-scene or shortly after a crisis, and that survivors of domestic violence and sexual assault receive follow-up services following interaction with the Camp Verde Marshal's Office.

III) Roles and Responsibilities

Verde Valley Sanctuary agrees to the following roles and responsibilities of the project:

- serve as on-scene support, as needed;
- serve as the ongoing support agency for survivors of domestic violence and sexual assault as they choose;
- provide additional training and information on the issues of domestic violence and sexual assault to the Camp Verde Marshal's Office as requested.

Camp Verde Marshal's Office agrees to the following roles and responsibilities of the project:

- serve as a referral agency of survivors of domestic violence and sexual assault to Verde Valley Sanctuary;
- provide relevant information and data for the purpose of future potential grant applications and/or program expansion;



FURTHERMORE, the partners agree to the following specific activities:

- 1) **Verde Valley Sanctuary** will:
 - a. Through Verde Valley Sanctuary's Community Based Advocacy program, provide **on-scene crisis response, as needed**, in Camp Verde to survivors of domestic violence and sexual assault;
 - b. Provide **voluntary and trauma-informed support services** to survivors of domestic violence and sexual assault, who are participating in Verde Valley Sanctuary's Community Based Services program, including, but not limited to case management, crisis intervention, assistance with protective order petitions and hearings, family court case accompaniment, support groups, transportation, and emergency financial assistance (as available and needed);
- 2) **Camp Verde Marshal's Office** will:
 - a. **Refer** survivors of domestic violence and sexual assault to Verde Valley Sanctuary for needs assessment and enrollment into one or more of Verde Valley Sanctuary's programs;
 - b. Reach out to Verde Valley Sanctuary for **on-scene crisis or follow-up support** for survivors of domestic violence and sexual assault in Camp Verde;
 - c. Arrange **training and education** with Verde Valley Sanctuary for training on the issues of domestic violence and sexual assault.

IV) Timeline

The roles and responsibilities described above are contingent on the agreement of both parties on the roles and responsibilities of each agency. Duties under this Agreement will go into effect as soon as reasonably practicable and no later than **June 1, 2026**, for a duration of 12 months. After a 12-month period, the parties will reconvene to update and execute another Agreement if desired and necessary.

VI) Commitment to Partnership

- 1) The collaboration service area includes **Camp Verde, Arizona, in Yavapai County, AZ.**
- 2) The partners agree to collaborate and provide **on-scene crisis and follow-up support to survivors of domestic violence and sexual assault** pursuant to the roles and responsibilities outlined in this agreement. Each party shall be responsible for its own acts and omissions and the acts and omissions of its officers, employees, agents, and volunteers in connection with this Agreement, to the extent provided by Arizona law. Nothing in this Agreement is intended to create any duty to indemnify or insure the other party. Each party shall maintain, at its own expense, insurance or self-insurance sufficient to cover its activities under this Agreement. Nothing herein shall be construed to require either party to name the other as an



additional insured, provide primary or non-contributory coverage, or waive rights of subrogation.

- 3) At this time, neither party is being compensated for their contribution to this collaboration.
- 4) We, the undersigned, have read and agreed to this Agreement. We have also reviewed and approved the roles and responsibilities and execute this Agreement as of the date last written below.

Executive Director
Verde Valley Sanctuary

Town Manager
Town of Camp Verde

Date

Date

**Meeting Date:** May 6, 2026**Agenda Item Type:**

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

Requesting Department: Development Services **Staff Resource:** Chief Building Official Roxanne Jasman**Agenda Title:** Proclamation declaring the month of May 2026 as Building Safety Month.**Attached Documents:**

- Proclamation

Estimated Presentation Time: 2 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 FY26 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

Each May, jurisdictions across the nation recognize Building Safety Month to raise awareness about the critical role building codes and code officials play in ensuring safe, sustainable, and resilient structures. Sponsored by the International Code Council (ICC), Building Safety Month highlights how building codes help protect lives and property and promote a stronger, healthier community.

Building safety professionals, including building inspectors, plan reviewers, engineers, architects, and fire officials, work tirelessly to enforce regulations that ensure structures are safe, sound, and accessible. Their efforts reduce the risks associated with natural disasters, structural failures, fires, and other hazards.

Recognizing Building Safety Month supports public education efforts in Camp Verde, reminds property owners about the importance of safe building practices, and highlights the Town's commitment to protecting its residents and visitors through high construction standards and code compliance.

Question(s) before the Council:

- Does Council have any questions for staff?



Town of Camp Verde Proclamation

WHEREAS, the Town of Camp Verde recognizes that our growth, strength, and safety depend on the soundness of the buildings and infrastructure that serve our residents, businesses, and visitors; and

WHEREAS, building safety and fire prevention officials, architects, engineers, builders, laborers, and others in the construction industry work year-round to ensure the safe construction of buildings through the development and enforcement of building codes; and

WHEREAS, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' building safety professionals in protecting lives and property; and

WHEREAS, Building Safety Month 2026's theme, "Built to Last," encourages all residents to take responsibility for ensuring that safe and sustainable construction practices are followed; and

WHEREAS, modern building codes include safeguards to protect the public from natural disasters such as hurricanes, floods, wildfires, and earthquakes, and adopting and enforcing these codes saves lives, reduces recovery costs, and protects investments; and

WHEREAS, each year, Building Safety Month provides an opportunity to educate the public about the essential work of building safety professionals and the value of investing in safe, sustainable, and resilient buildings.

NOW, THEREFORE, I, Marie Moore, Mayor of Camp Verde, on behalf of the Town Council and the residents of Camp Verde, do hereby proclaim the month of May as:

“BUILDING SAFETY MONTH”

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the Town of Camp Verde on this 6th day of May, 2026.

Marie Moore, Mayor

Attest:

Leah Rhodes, Town Clerk

**Meeting Date:** May 6, 2026**Agenda Item Type:**

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

Requesting Department: CVMO **Staff Resource:** Town Marshal Dan Jacobs**Agenda Title:** Proclamation declaring the week of May 10-16, 2026 as National Police Week.**Attached Documents:** Proclamation**Estimated Presentation Time:** 5min**Estimated Discussion Time:** 5min**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:

National Police Week, observed each May, honors the service and sacrifice of law enforcement officers nationwide. Established in 1962, this week includes Peace Officers Memorial Day on May 15th, recognizing those who gave their lives in the line of duty. For the Camp Verde Marshal's Office, it is an opportunity to honor the dedication, professionalism, and commitment of our Marshals, dispatchers, and staff who serve and protect the Camp Verde community every day. This proclamation recognizes their unwavering service, remembers fallen officers, and reaffirms our commitment to public safety and community partnership.

Question(s) before the Council:

- Does Council have any questions for staff?



Town of Camp Verde Proclamation

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Camp Verde Marshals Office; and

WHEREAS, since the first recorded death in 1786, there are currently more than 24,500 law enforcement officers in the United States that have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 38th Candlelight Vigil, on the evening of May 13, 2026; and

WHEREAS, the Candlelight Vigil is part of National Police Week, which will be observed this year May 11th-16th; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day in honor of all fallen officers and their families.

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 May 10-16, 2026 as:

“National Police Week”

and publicly solute the service of Law Enforcement Officers in our community and in communities across the Nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the Town of Camp Verde on this 6th day of May 2026.

Marie Moore, Mayor

Attest:

Leah Rhodes, Town Clerk



TOWN COUNCIL AGENDA INFORMATION MEMORANDUM

MEETING DATE: May 6, 2026**AGENDA ITEM TYPE:**

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

REQUESTING DEPARTMENT: Public Works **STAFF RESOURCE:** Public Works Director Ken Krebbs**AGENDA TITLE:** Proclamation declaring the week of May 17-23, 2026 as Public Works 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: 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:

National Public Works Week (NPWW) is an annual observance established in 1960 by the American Public Works Association to raise awareness about the critical role public works professionals play in building, maintaining, and improving community infrastructure. Recognized at the national, state, and local levels, NPWW highlights essential services that support daily life, including transportation systems, water and wastewater infrastructure, solid waste management, public buildings, and parks.

The initiative serves as both a recognition effort and a public education campaign, emphasizing that public works professionals are often “behind the scenes” but are vital to community safety, resilience, and functionality. It also brings attention to ongoing challenges such as aging infrastructure, budget constraints, population growth, and environmental considerations, including climate change.

Each year, NPWW is guided by a theme that reflects current priorities in the field. The 2026 theme, “Rooted in Service, Powered by Community,” highlights the deep commitment of public works professionals and the strong connection between their work and the communities they serve. Through outreach, events, and education, NPWW reinforces the importance of continued investment in infrastructure and recognizes the essential contributions of public works professionals to economic development, public health, and overall quality of life.



TOWN COUNCIL AGENDA INFORMATION MEMORANDUM

QUESTION(S) BEFORE THE COUNCIL:

- Does Council have any questions for Staff?



Town of Camp Verde Proclamation

WHEREAS, Public Works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of Camp Verde, Arizona; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of Public Works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children in Camp Verde, Arizona to gain knowledge of and maintain an ongoing interest and understanding of the importance of Public Works and Public Works programs in their respective communities; and,

WHEREAS, the year 2026 marks the 66th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW THEREFORE, I, Marie Moore, Mayor of Camp Verde, on behalf of the Town Council and the residents of Camp Verde Arizona, do hereby proclaim May 17–23, 2026, as

“Public Works 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 6th day of May, 2026.

Marie Moore, Mayor

Attest:

Leah Rhodes, Town Clerk

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Meeting Date: May 6, 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: Presentation on administratively approved subdivisions from Q1 2026 in compliance with the Town's Ordinance 2025-A507 and House Bill 2447.

Attached Documents:

- Laurel Estates Preliminary Plat
- Laurel Estates Affidavit of Public Notice

Estimated Presentation Time: 5 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:

Administratively Approved Subdivision Plats:

During Q1 2026, Town Staff has administratively approved application #PRE-25-0049, an application for a preliminary plat, known as Laurel Estates, located on Assessor's Parcel Number 403-23-102. Laurel Estates is a 160-lot single-family residential subdivision.

The Development Services Department did not receive any questions or comments from the public directly. There was some engagement on the Town's Facebook when the preliminary plat was posted, which can be accessed here: <https://www.facebook.com/share/p/17absPhyUX/>

Historical Information:

During the 2025 legislative session, the Arizona Legislature adopted HB 2447 (sponsored by Representative Carbone). The bill was signed into law and required municipalities to make the following changes by Ordinance:



Town Council Agenda Information Memorandum

- Authorize administrative personnel to review and approve site plans, development plans, land divisions, lot line adjustments, lot ties, preliminary plats, final plats, and plat amendments without a public hearing.
- Allow at-risk submittals for certain on-site grading and drainage work or infrastructure.
- Provide applicants with a history of compliance with building codes and regulations eligibility for expedited permit review.
- Authorize administrative personnel to review and approve design plans based on objective standards without a public hearing.

In addition, HB 2447 permits municipalities, notwithstanding any other law, to adopt by ordinance a self-certification program allowing registered architects and professional engineers to certify and assume responsibility for compliance with applicable ordinances and construction standards for qualified projects.

HB 2447 had a general effective date of December 31, 2025, and its provisions were codified in A.R.S. § 9-500-49.

At the August 28th Planning and Zoning Commission meeting and September 24th Council meeting, both governing bodies supported Town staff's recommendations for the ordinance, which were as follows:

- Do not adopt a self-certification program. Staff did not support shifting responsibility for compliance away from municipal review.
- Ensure transparency through public notification by publishing notices to the Town's website and in the local newspaper when applications are submitted, allowing the public to ask questions and engage directly with staff.
- Maintain regular oversight by Council and Commission through quarterly reports summarizing all administrative approvals issued in the prior quarter.

The Town's Planning and Zoning Ordinance – Section 5 was amended under Ordinance 2025-A507 to reflect the required statutory changes and additional local considerations.

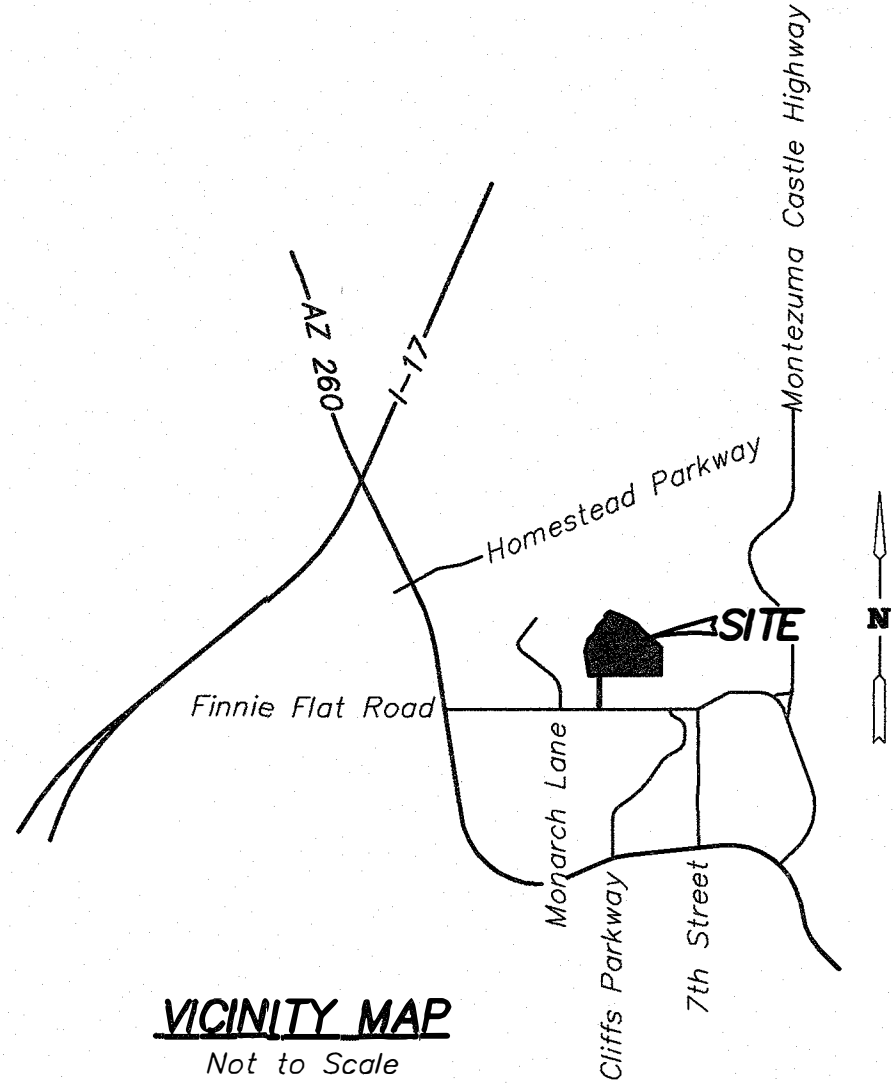
At a meeting held on November 13, 2025, the Planning and Zoning Commission held a public hearing on Ordinance 2025-A507. During the discussion, the Commission voted unanimously to recommend approval of the ordinance with open space amendments.

At a meeting held on December 3, 2025, the Town Council held a public hearing on Ordinance 2025-A507, which they approved unanimously.

Question(s) before the Council:

- Does the Council have any questions for the Staff?

PRELIMINARY PLAT
OF
LAUREL ESTATES
BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 30 AND THE
NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 14 NORTH, RANGE 5 EAST OF
THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA



LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED CAMP VERDE, IN THE COUNTY OF YAVAPAI, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 30, NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 14 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 31 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 31 BEARS SOUTH 89 DEGREES 59 MINUTES 25 SECONDS WEST, A DISTANCE OF 2428.11 FEET;

THENCE SOUTH 00 DEGREES 14 MINUTES 06 SECONDS EAST, ALONG THE NORTH-SOUTH MIDSECTION LINE OF SAID SECTION 31, A DISTANCE OF 87.73 FEET;

THENCE SOUTH 89 DEGREES 59 MINUTES 32 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 14 MINUTES 06 SECONDS EAST, A DISTANCE OF 572.86 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 51 SECONDS WEST, A DISTANCE OF 1273.04 FEET;

THENCE SOUTH 00 DEGREES 15 MINUTES 01 SECONDS EAST, A DISTANCE OF 645.05 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 33 SECONDS WEST, A DISTANCE OF 20.00 FEET;

THENCE NORTH 00 DEGREES 15 MINUTES 01 SECONDS WEST, A DISTANCE OF 645.34 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 02 SECONDS WEST, A DISTANCE OF 203.75 FEET;

THENCE NORTH 11 DEGREES 00 MINUTES 13 SECONDS WEST, A DISTANCE OF 225.58 FEET;

THENCE NORTH 07 DEGREES 51 MINUTES 58 SECONDS WEST, A DISTANCE OF 283.37 FEET;

THENCE NORTH 12 DEGREES 46 MINUTES 24 SECONDS EAST, A DISTANCE OF 226.91 FEET;

THENCE NORTH 44 DEGREES 01 MINUTES 06 SECONDS EAST, A DISTANCE OF 186.33 FEET;

THENCE NORTH 24 DEGREES 35 MINUTES 24 SECONDS EAST A DISTANCE OF 159.76 FEET;

THENCE NORTH 43 DEGREES 19 MINUTES 54 SECONDS EAST, A DISTANCE OF 239.21 FEET;

THENCE NORTH 00 DEGREES 01 MINUTES 25 SECONDS WEST, A DISTANCE OF 78.92 FEET;

THENCE NORTH 56 DEGREES 26 MINUTES 58 SECONDS EAST, A DISTANCE OF 102.34 FEET;

THENCE NORTH 22 DEGREES 19 MINUTES 02 SECONDS A DISTANCE OF 20.11 FEET;

THENCE SOUTH 56 DEGREES 46 MINUTES 08 SECONDS EAST, A DISTANCE OF 33.21 FEET;

THENCE SOUTH 72 DEGREES 01 MINUTES 09 SECONDS EAST, A DISTANCE OF 129.49 FEET;

THENCE SOUTH 65 DEGREES 08 MINUTES 42 SECONDS EAST, A DISTANCE OF 370.02

THENCE SOUTH 58 DEGREES 52 MINUTES 51 SECONDS EAST, A DISTANCE OF 83.47 FEET;

THENCE SOUTH 37 DEGREES 30 MINUTES 47 SECONDS EAST. A DISTANCE OF 174.46 FEET:

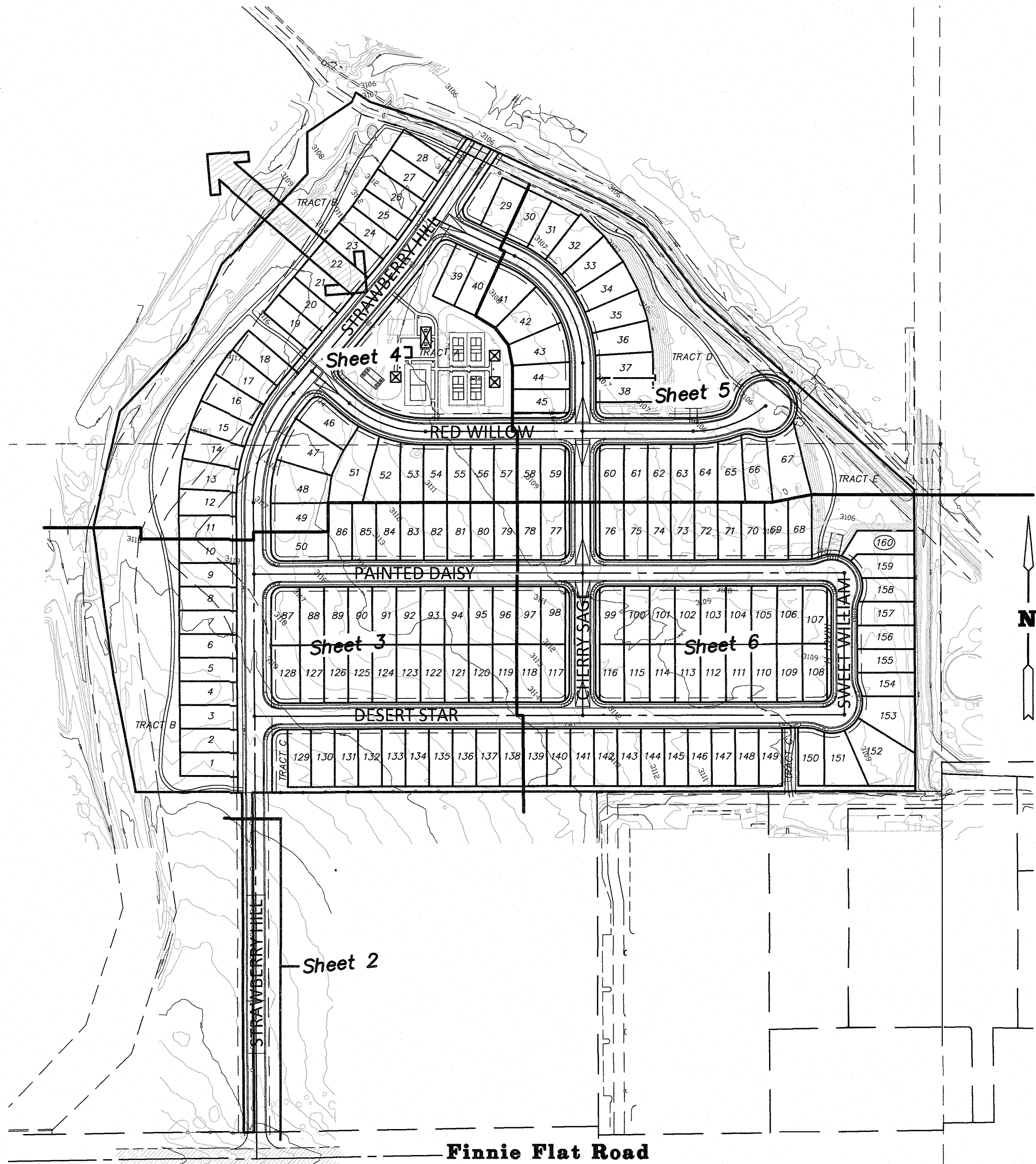
THENCE SOUTH 48 DEGREES 26 MINUTES 32 SECONDS EAST, A DISTANCE OF 546.20 FEET TO THE POINT OF BEGINNING.

UTILITIES

WATER: TOWN OF CAMP VERDE
SEWER: TOWN OF CAMP VERDE
GAS: UNISOURCE ENERGY SOURCE
ELECTRICITY: ARIZONA PUBLIC SERVICE
SCHOOL DISTRICT: CAMP VERDE SCHOOL DISTRICT
POLICE: TOWN OF CAMP VERDE SHERIFF'S DEPARTMENT

UTILITY NOTE

LOCATION OF ALL UTILITIES SHOWN ON THESE PLANS ARE BASED ON INFORMATION SUPPLIED TO THE SURVEYOR BY THE APPROPRIATE UTILITY COMPANIES. THE SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR OR OWNER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES.



KEY MAP

Scale: 1"=150'

TRACT TABLE

TRACT	AREA	ACREAGE	USE
A	65,766 S.F.	1.509 Acres	PUBLIC UTILITY EASEMENT, DRAINAGE EASEMENT, LANDSCAPE EASEMENT, AND OPEN SPACE
B	190,279 S.F.	4.368 Acres	PUBLIC UTILITY EASEMENT, DRAINAGE EASEMENT, LANDSCAPE EASEMENT, AND OPEN SPACE
C	18,864 S.F.	0.433 Acres	PUBLIC UTILITY EASEMENT, DRAINAGE EASEMENT, LANDSCAPE EASEMENT, AND OPEN SPACE
D	71,819 S.F.	1.648 Acres	PUBLIC UTILITY EASEMENT, DRAINAGE EASEMENT, LANDSCAPE EASEMENT, AND OPEN SPACE
E	40,495 S.F.	0.929 Acres	PUBLIC UTILITY EASEMENT, DRAINAGE EASEMENT, LANDSCAPE EASEMENT, AND OPEN SPACE
F	1,619 S.F.	0.037 Acres	PUBLIC UTILITY EASEMENT, DRAINAGE EASEMENT, LANDSCAPE EASEMENT, AND OPEN SPACE
G	1,619 S.F.	0.037 Acres	PUBLIC UTILITY EASEMENT, DRAINAGE EASEMENT, LANDSCAPE EASEMENT, AND OPEN SPACE
H	1,619 S.F.	0.037 Acres	PUBLIC UTILITY EASEMENT, DRAINAGE EASEMENT, LANDSCAPE EASEMENT, AND OPEN SPACE
I	1,619 S.F.	0.037 Acres	PUBLIC UTILITY EASEMENT, DRAINAGE EASEMENT, LANDSCAPE EASEMENT, AND OPEN SPACE
J	1,619 S.F.	0.037 Acres	PUBLIC UTILITY EASEMENT, DRAINAGE EASEMENT, LANDSCAPE EASEMENT, AND OPEN SPACE
TOTAL	395,318 S.F.	9.072 Acres	

OWNER/DEVELOPER

CAMP VERDE LAND HOLDINGS II, LLC
3 CHARTER OAK PLACE
HARTFORD, CONNECTICUT 06106
480-798-2066
TCLINCE@CELTICOPROPERTYMANAGEMENT.COM
CONTACT: THOMAS CLINCE

ENGINEER

KEOGH ENGINEERING, INC.
650 NORTH 137TH AVENUE #110
GOODYEAR, ARIZONA 85338
623-535-7260
KEOGH@KEOGHENGINEERING.COM
CONTACT: DENNIS F. KEOGH

PROJECT DESCRIPTION

A PLANNED RESIDENTIAL SUBDIVISION OF 160 LOTS WITH A MINIMUM LOT WIDTH OF 45' AND AN AVERAGE LOT DEPTH OF 110'. THE PROJECT INCLUDES AMPLE OPEN SPACE, CIRCULATION, PARK AREAS, PEDESTRIAN CIRCULATION, AND TRAIL SYSTEMS.

SITE DATA

EXISTING ZONING: R1-PAD RESIDENTIAL SINGLE
GROSS AREA: 1,606,190 S.F. (36.873 Ac.)
NET AREA: 1,577,390 S.F. (36.212 Ac.)
NO. OF LOTS: 160
NO. OF TRACTS: 10
DENSITY: 160/36.873=4.339 LOTS/GROSS AC.
PARCEL NO.: 403-23-102
NO. OF FAMILIES: 160
PROJECTED POPULATION: 160x2.5=400
TOTAL AREA OF OPEN SPACE: 395,318 S.F. (9.072 Ac.)
PERCENTAGE OF OPEN SPACE: 9.072/36.873=24.60%
AVERAGE LOT SIZE: 45'x110'

APPROVAL

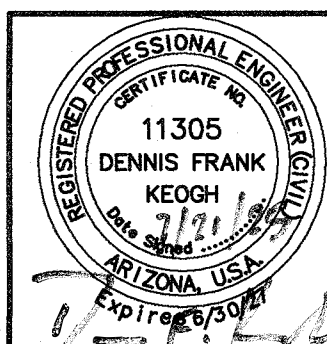
THIS PRELIMINARY PLAT IS REVIEWS BY THE TOWN ENGINEER OF CAMP VERDE, ARIZONA THIS THE ____ DAY OF _____, 20____

BY: _____
TOWN ENGINEER

SHEET INDEX

SHEET 1: COVER SHEET
SHEET 2: CROSS-SECTIONS
SHEET 3-6: PRELIMINARY PLAT

SHEET 1 OF 6



PREPARED FOR
Camp Verde Land Holdings II, LLC

PRELIMINARY PLAT
OF
LAUREL ESTATES

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 30
AND THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP
14 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA

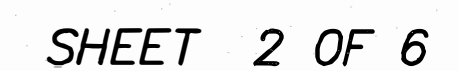
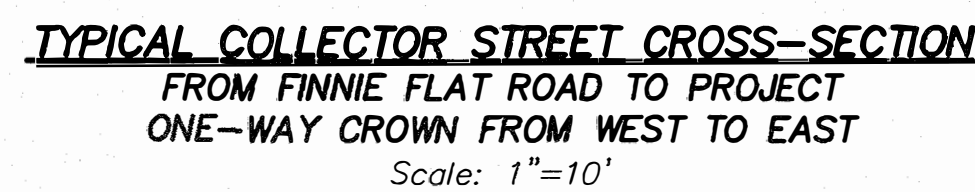
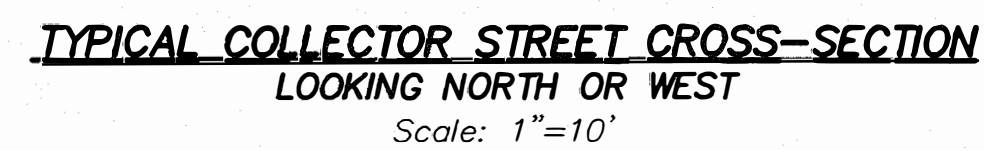
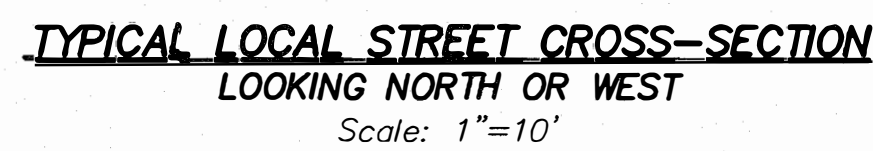
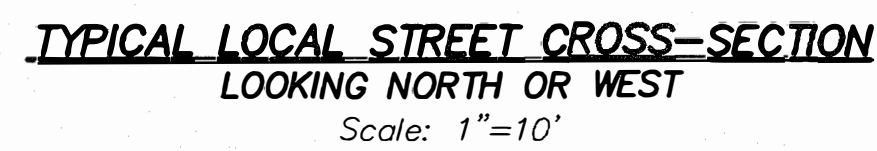
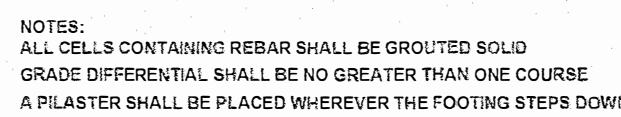
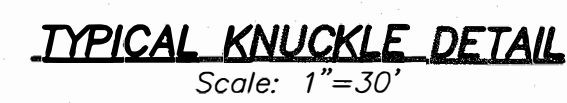
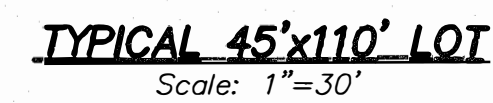
Keogh Engineering, Inc.
650 N. 137TH AVENUE #110 • GOODYEAR, ARIZONA 85338
PHONE: (623) 535-7260
EMAIL: keogh@keoghengineering.com



DRAWN BY: SPK
CHECKED BY: DFK
FIELD WORK BY: DJK
DATE: JULY, 2025

JOB NO. 22710

MAP NO. P-22710



PRELIMINARY PLAT
OF
LAUREL ESTATES

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 30
AND THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP
14 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA

Keogh Engineering, Inc.
650 N. 137TH AVENUE #110 • GOODYEAR, ARIZONA 85338

DRAWN BY	SPK
CHECKED BY	DFK
FIELD WORK BY	DJK

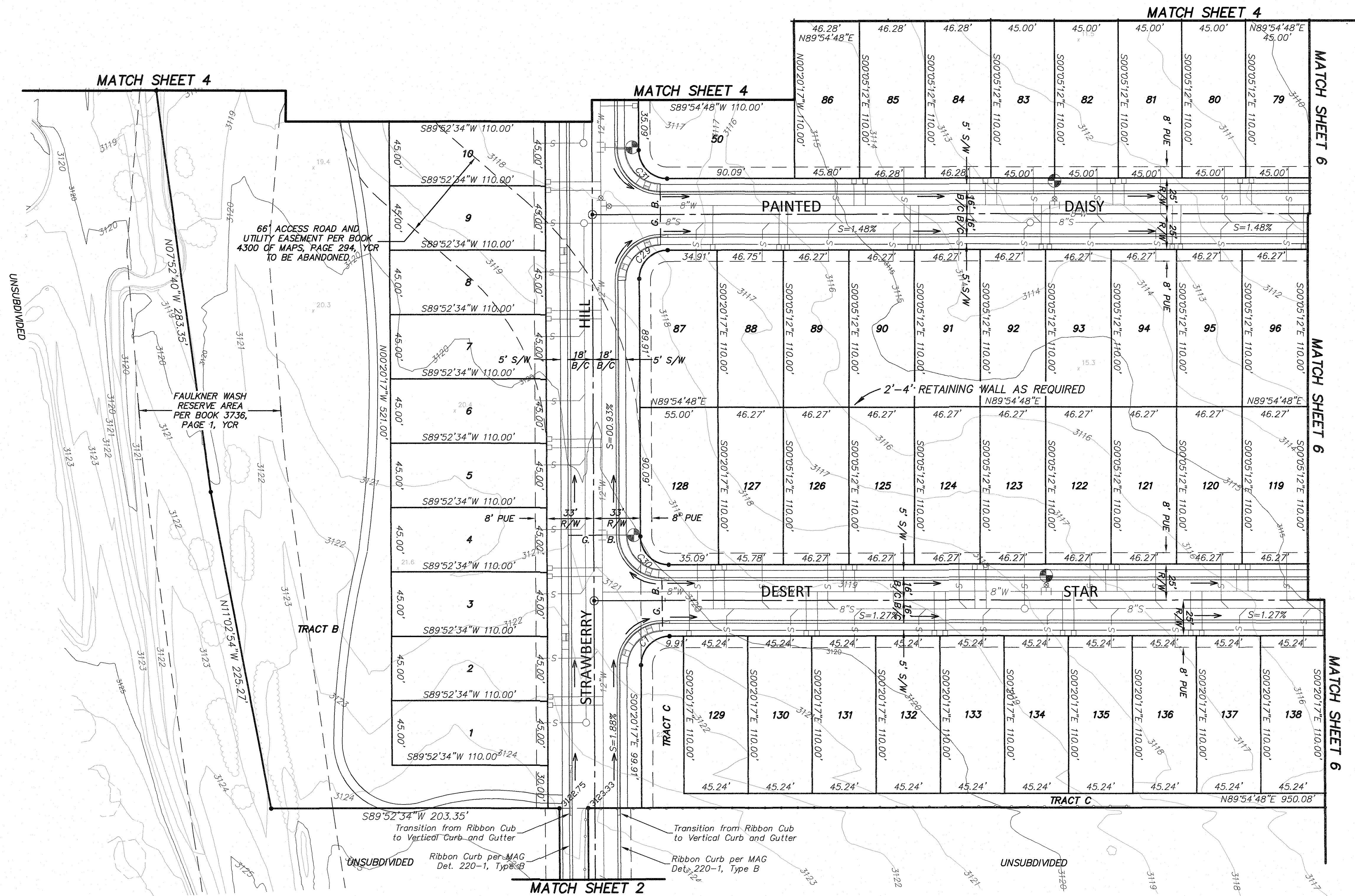
DATE	JULY, 2025	JOB NO.	22710	MAP NO.	P-22710
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Call at least two full working days
before you begin excavation.

ARIZONA 811

Arizona Blue Stake, Inc. 

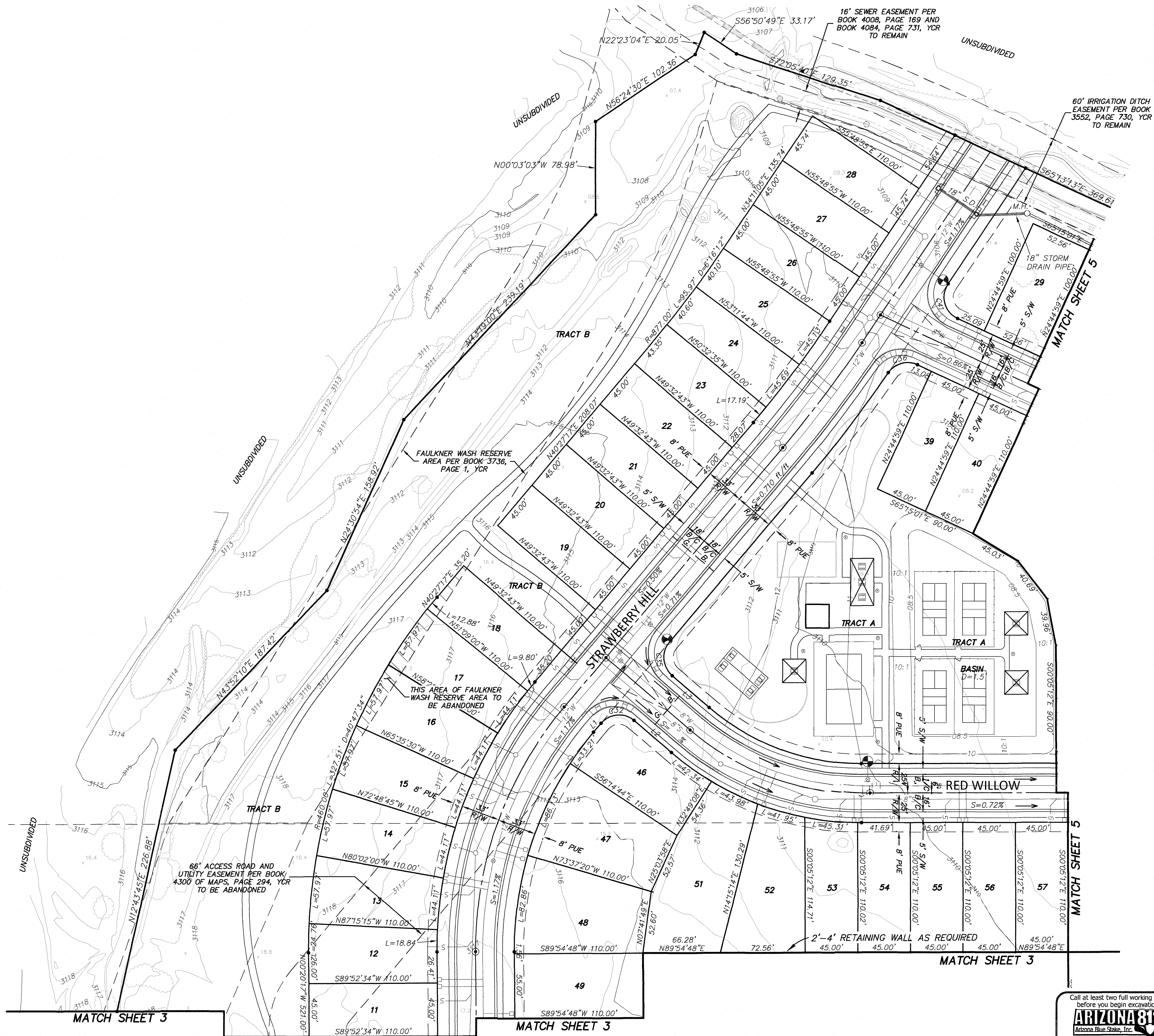
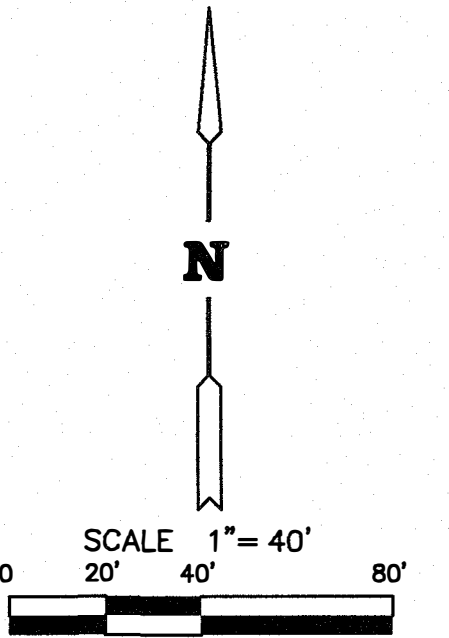
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100



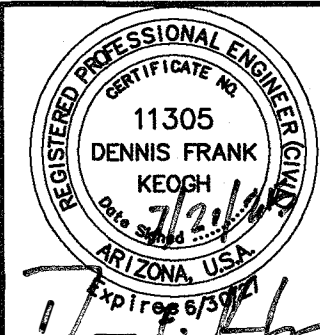
SHEET 3 OF 6

	PREPARED FOR	
	Camp Verde Land Holdings II, LLC	
	PRELIMINARY PLAT	
	OF	
		LAUREL ESTATES
		A PORTION OF THE SOUTHWEST QUARTER OF SECTION 30 AND THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA
		Keogh Engineering, Inc.
		650 N. 137TH AVENUE, #110 • GOODYEAR, ARIZONA 85338 PHONE: (602) 535-7280 EMAIL: keogh@keoghengr.com
DRAWN BY	SPK	
CHECKED BY	DFK	
FIELD WORK BY	DJK	
DATE	JULY, 2025	JOB NO. 22710
		MAP NO. P-22710





SHEET 4 OF 6

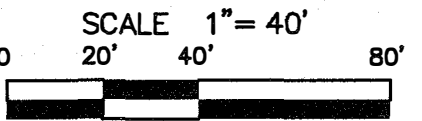


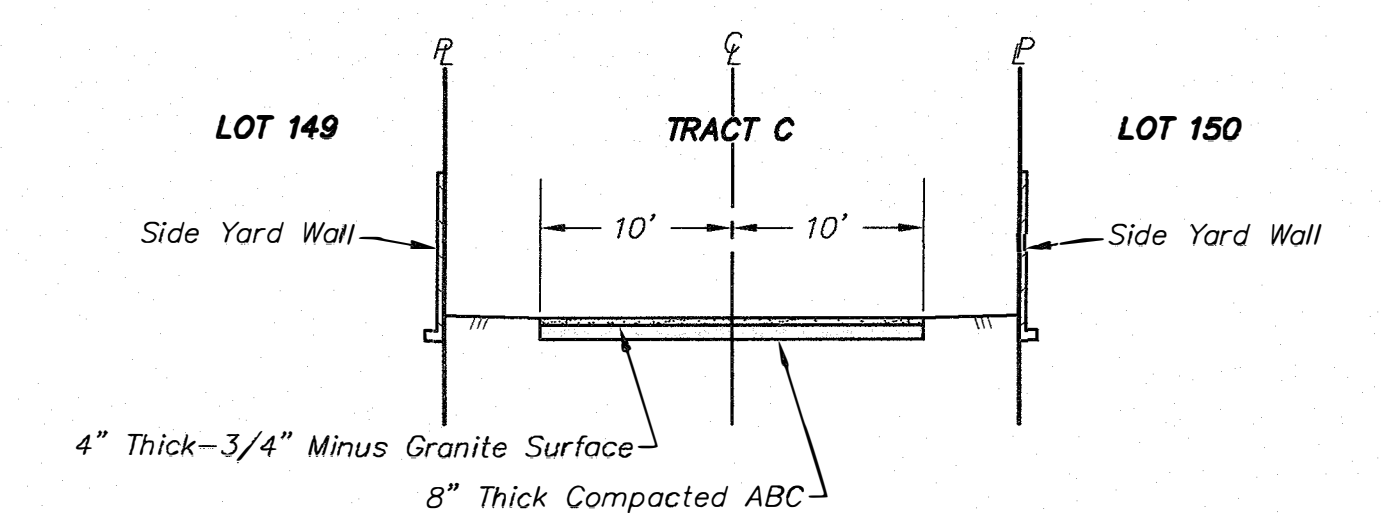
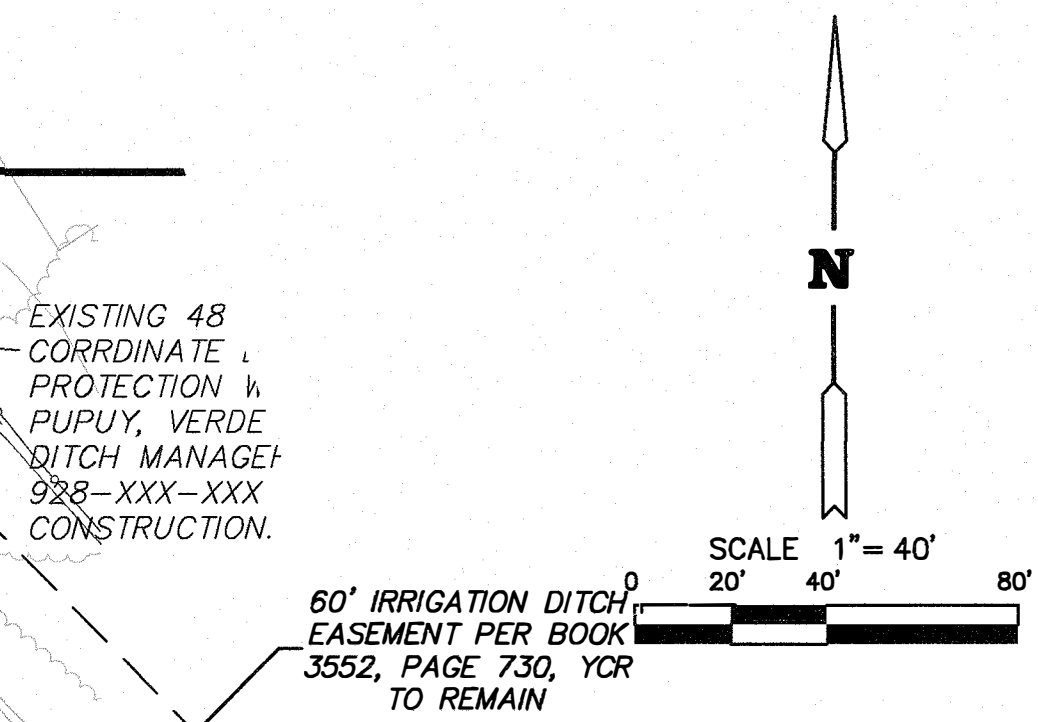
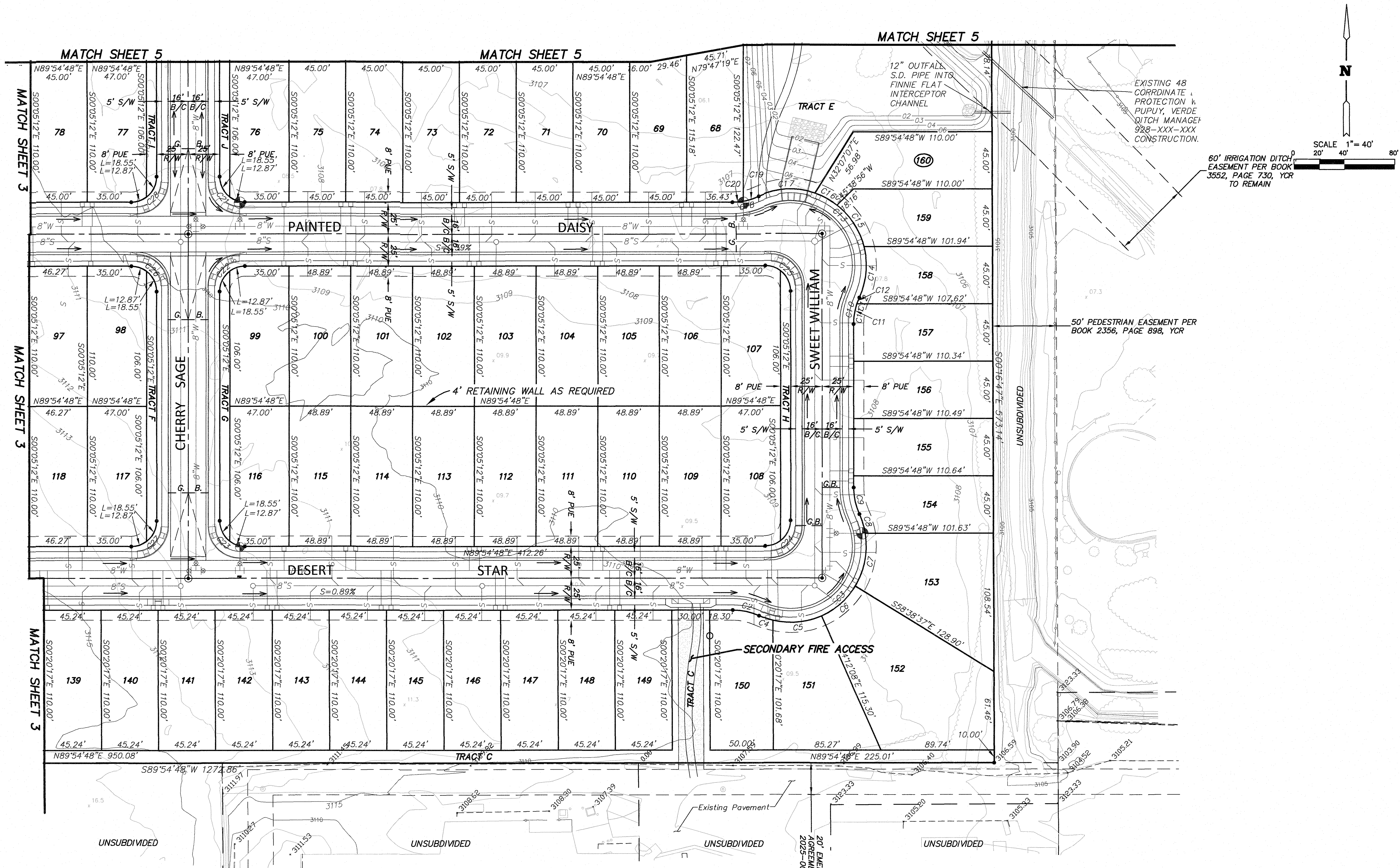
PREPARED FOR
Camp Verde Land Holdings II, LLC
PRELIMINARY PLAT
OF
LAUREL ESTATES
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 30
AND THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP
14 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER
BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA

Keogh Engineering, Inc.
850 N. 137TH AVENUE #110 • GOODYEAR, ARIZONA 85338
PHONE: (602) 535-7260
E-MAIL: keogh@keoghenr.com

DRAWN BY SPK
CHECKED BY DFK
FIELD WORK BY DJK
DATE JULY, 2025
JOB NO. 22710
MAP NO. P-22710







SECONDARY FIRE ACCESS DETAIL
Scale: 1"=10'

SHEET 6 OF 6

11305
DENNIS FRANK
KEOGH
REGISTERED PROFESSIONAL ENGINEER
ARIZONA, U.S.A.

PREPARED FOR
Camp Verde Land Holdings II, LLC

PRELIMINARY PLAT
OF
LAUREL ESTATES

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 30
AND THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP
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PHONE: (602) 535-7280
EMAIL: keogh@keogheengineering.com

Drawn By: SPK
Checked By: DFK
Field Work By: DJK

DATE: JULY, 2025
JOB NO.: 22710
MAP NO.: P-22710

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,

PUBLIC NOTICE

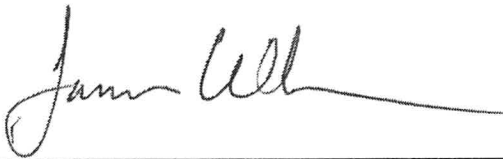
TOWN OF CAMP VERDE, ARIZONA

**RE: SUBDIVISION PRELIMINARY PLAT, SUBMITTED FOR
APPROVAL ON PARCEL 403-23-102 FOR PROPOSED SUBDIVISION
(LAUREL ESTATES)**

PUBLIC INPUT BY: FEBRUARY 18, 2026

Has, to the personal knowledge of **3RD** day of **FEBRUARY, 2026** to the **7TH** day of **FEBRUARY, 2026**, inclusive without change, or omission, amounting in all **2** insertion(s) made on the following dates:
FEBRUARY 3, 7, 2026

By: _____



JAMES WHEDON

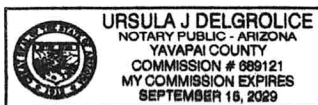
Dated this **9TH** day of **FEBRUARY, 2026**

By: _____



Notary Public

My commission expires:



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**Meeting Date:** May 6, 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 approval of a Solar Power Purchase Agreement with SolarEnergyLease.com for the solar system located at the Equestrian Center.

Attached Documents:

- Power Purchase Agreement – Town & SEL
- APS Data
- Letter of Support – Former Acting Town Manager Gayle Mabery
- Permit

Estimated Presentation Time: 10 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 (PPA) with SolarEnergyLease.com, LLC (SEL) for the installation of a solar system at the Equestrian Center. With the departure of CVAA, the Town Council must now determine how it would like to proceed with the existing PPA associated with the facility.

On April 15, 2026, Town Council discussed this matter and indicated that additional information was needed beyond what was initially provided by staff. During that discussion, Council expressed a preference to review a new agreement directly between the Town and SEL, rather than pursuing a transfer of the existing CVAA agreement. Council also requested that an inspection of the solar system be completed.

Outlined below are the actions that have been taken since the April 15, 2026 meeting. It is important to note as well that representatives from SEL will be physically present at the May 6, 2026 meeting to answer any questions from Council.



Town Council

Agenda Information Memorandum

PPA Agreement with the Town

SEL has prepared a draft PPA for Council consideration that would establish a direct agreement between the Town and SEL, rather than transferring the existing CVAA agreement.

Inspection

On April 20, 2026, SEL conducted an on-site inspection of the solar system with Public Works Director Ken Krebbs. SEL confirmed that the system is in good working order and fully operable.

Permitting and Historical Approval

Council also inquired about the permitting status of the system. A permit was issued by the Community Development Department on July 14, 2025, and documentation is included in the agenda packet.

As part of the project history review, SEL also provided a letter of support from former Acting Town Manager Gayle Mabery, indicating prior support for both the solar installation and the PPA with SEL.

APS Energy Review

SEL provided a cost comparison analysis, which includes the final price paid per unit of energy prior to the solar installation. According to the data, APS was charging approximately \$0.42 per kWh, while SEL's solar system provides energy at approximately \$0.17 per kWh. This indicates that the system generates a measurable cost savings and is expected to continue providing financial benefit over time.

Council Options

Council may wish to consider options such as, but not limited to, the following:

- Approving a new PPA with SEL establishing a direct contractual relationship with the Town;
- Approving the previously provided transfer agreement, allowing the Town to assume the existing PPA originally executed by CVAA; or
- Declining to enter into or assume the PPA, which would result in SEL and CVAA coordinating the removal of the solar system from the site.

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:

- Does the Council have any questions for staff or SEL?
- How does the Council want to proceed with regard to the PPA for solar at the Equestrian Center?

Proposed Motion(s):

Move to **APPROVE** a Solar Power Purchase Agreement with SolarEnergyLease.com for the solar system located at the Equestrian Center.

OR



Town Council Agenda Information Memorandum

Move to **APPROVE** a Solar Power Purchase Agreement with SolarEnergyLease.com for the solar system located at the Equestrian Center **with the following changes....**

OR

Move to **DENY** a Solar Power Purchase Agreement with SolarEnergyLease.com for the solar system located at the Equestrian Center.

Customer Name & Address

Installation Location

Date

Town of Camp Verde

1495 E Hideout Arena Ln, Camp Verde, AZ 86322 5.1.26

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 _____	_____ \$0.17 _____	_____ \$431.45 _____	_____ 25 _____
Amount due at contract signing and install	Rate per kWh – Year One	Estimated Monthly Payment Amount – Year One	Agreement Term

SEL Promise	You Agree
1. SEL agrees to install a <u>17.6</u> kW DC solar system on the agreed upon site. 2. SEL estimates the system will produce <u>30,455</u> kWh in the first year of operation. 3. There are no upfront fees. You do not pay any equipment or installation costs. We do. 4. SEL owns the system, and you are agreeing to purchase the power it generates at a predictable and transparent rate. 5. SEL will charge you an initial rate of \$ <u>0.17</u> per kWh. 6. Your initial SEL Predictable Payment Monthly Bill will be \$ <u>\$431.45</u> per month. 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). 8. Your PPA starts on the day of 'Permission to Operate' (turn on) the system granted by your utility. 9. The kWh rate you pay SEL will rise <u>1.90</u> % per year for the Term of the Agreement (See Exhibit F). 10. Your Predictable Payment Monthly Bill will therefore rise at the same annual rate (See Exhibit F). 11. The term of this Agreement is 25 years. 12. SEL will acquire all necessary permits and approvals for safe installation and utility interconnection. 13. SEL will engineer and procure equipment in accordance with all applicable building codes and standards for your State and local jurisdiction. 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. 2. You will have anyone who has an ownership interest in your Property sign this Agreement. 3. To return any documents we send you for e-signature, such as permit and utility application forms, within 7 days of receiving them. 4. To be responsible for any conditions at your Property that might disrupt a safe and efficient installation. 5. To be reasonably available to schedule site visits, installation, and inspection appointments. 6. Once the system is operating, you will receive two monthly electricity bills: one from your electric utility company APS and one from SEL. 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. 8. You cannot remove, modify, or perform maintenance to the system without explicit authorization from SEL. 9. You agree not to do anything to the property that would damage or otherwise obstruct the system's performance. 10. To maintain and make available a functioning internet connection.

Customer: Town of Camp Verde

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.

TABLE OF CONTENTS

1. INTRODUCTION	4
2. PPA TERM	4
3. SYSTEM DESCRIPTION	5
4. PPA PAYMENTS; AMOUNTS	5
5. PPA OBLIGATIONS	8
6. CONDITIONS PRIOR TO INSTALLATION OF THE SYSTEM	13
7. WARRANTY	14
8. TRANSFER	14
9. OWNERSHIP OF THE SYSTEM: TAX CREDITS, REBATES AND CAPACITY RIGHTS	15
10. PURCHASE OF SOLAR SYSTEM PRIOR TO THE END OF THE TERM	15
11. RENEWAL	16
12. SELLING YOUR PROPERTY	17
13. LOSS OR DAMAGE	18
14. LIMITATION OF LIABILITY	19
15. DEFAULT	20
16. REMEDIES IN CASE OF DEFAULT	20
17. RETURNING THE SYSTEM AT THE END OR UPON TERMINATION OF THIS AGREEMENT	22
18. ADDITIONAL AGREEMENTS	22
19. APPLICABLE LAW; ARBITRATION	23
20. WAIVER	25
21. NOTICES	25
22. ENTIRE AGREEMENT; CHANGES	26
23. HEADINGS AND INTERPRETATION	26
24. PUBLICITY	26
25. COMMUNICATIONS EQUIPMENT	26
26. COUNTERPARTS	27
27. FURTHER ASSURANCES	27
28. Omitted	27

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 ___5/1/2026___.

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.

(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 THIRTY SIX 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: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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;

(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 _____ 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 _____ 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.

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 _____ 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.

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 _____ 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.

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 _____ 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 _____ 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

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.

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

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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 Town of Camp Verde to this agreement.

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

Authorized Signer:

Signature: _____

Name: _____

Date: _____

Additional Signer (if any):

Signature: _____

Name: _____

Date: _____

SolarEnergyLease.com, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

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.

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.

Authorized Signer:

Signature: _____

Name: _____

Title: _____

Date: _____

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 "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

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__

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.

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.

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"), and SolarEnergyLease.com, LLC ("Lessor").

1. Power Distribution and Payment Responsibility

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

1.2. Power Receipt: The Property Owner 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: _____

Lessor:
Authorized Signer:

Signature: _____

Name: _____

Title: _____

Date: _____

Meter Num	Address	BILLING M	TOTAL BILL	Rate	BILL DATE	kWH DELIV	BILLED KW	TOTAL BILL	Total Renew	Renewable kWH	RECE	Net Credit	Net Credit	Net Credit	APS- Total Billed/Energy Used (Price per kWh)
EG2024	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2024-01	30	E-32 S	1/12/2024	1,320	18	\$479.08							\$0.36
EG2024	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2024-02	32	E-32 S	2/13/2024	1,080	5	\$270.71							\$0.25
EG2024	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2024-03	29	E-32 S	3/13/2024	1,440	28	\$631.59							\$0.44
EG2024	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2024-04	30	E-32 S	4/12/2024	960	23	\$541.76							\$0.56
EG2024	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2024-05	31	E-32 S	5/13/2024	1,080	22	\$569.77							\$0.53
EG2024	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2024-06	30	E-32 S	6/12/2024	1,320	22	\$601.99							\$0.46
EG2024	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2024-07	33	E-32 S	7/15/2024	1,800	25	\$727.80							\$0.40
EG2024	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2024-08	29	E-32 S	8/13/2024	1,080	19	\$526.93							\$0.49
EG2024	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2024-09	31	E-32 S	9/13/2024	2,280	29	\$856.07							\$0.38
EG2024	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2024-10	31	E-32 S	10/14/2024	2,040	31	\$848.32							\$0.42
EG2024	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2024-11	31	E-32 S	11/14/2024	1,800	34	\$819.95							\$0.46
EG2024	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2024-12	29	E-32 S	12/13/2024	1,200	8	\$354.28							\$0.30
EG2024	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2025-01	32	E-32 S	1/14/2025	1,320	20	\$562.74							\$0.43
EG2024	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2025-02	29	E-32 S	2/12/2025	1,320	7	\$355.93							\$0.27
EG2024	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2025-03	28	E-32 S	3/12/2025	1,560	26	\$668.79							\$0.43
EG2024	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2025-04	30	E-32 S	4/18/2025	1560	19	\$598.58							\$0.38
EG2024	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2025-05	32	E-32 S	5/13/2025	1320	25	\$679.13							\$0.51
1593413	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2025-06	29	E-32 S	6/12/2025	480	13	\$308.22	2962	682	2280	0	0	1800	Average price per kWh before Solar \$0.42
1593413	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2025-07	32	E-32 S	7/14/2025	600	7	\$119.85	3778	658	3120	1800	0	4,320	Solar PPA Agreement Price per kWh \$0.17
1593413	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2025-08	30	E-32 S	8/13/2025	840	29	\$453.91	3306	786	2520	4320	0	6,000	
1593413	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2025-09	30	E-32 S	9/12/2025	960	28	\$546.88	2884	484	2400	6000	0	7,440	
1593413	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2025-10	31	E-32 S	10/13/2025	600	25	\$502.22	2622	462	2160	7440	0	9,000	
1593413	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2025-11	30	E-32 S	11/12/2025	1,080	28	\$546.88	2721	441	2280	9000	0	11,040	
1593413	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2025-12	30	E-32 S	12/12/2025	240	5	(\$156.35)	1951	151	1800	10200	11760	0	
1593413	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2026-01	32	E-32 XS	1/13/2026	360	0	\$85.49	1938	138	1800	0	0	1,440	
1593413	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2026-02	30	E-32 XS	2/12/2026	240	0	\$80.57	2479	199	2280	1440	0	3,480	
1593413	1495 E HIDEOUT ARENA LN, CAMP VERDE AZ, 86322	2026-03	29	E-32 XS	3/13/2026	480	28	\$87.98	2666	386	2280	3480	0	5,280	



Town of Camp Verde

♦ 473 S. Main Street ♦ Camp Verde, AZ 86322 ♦

♦ www.campverde.az.gov ♦

Date: March 29, 2024

Contact: Gayle Mabery, Acting Town Manager
Gayle.Mabery@campverde.az.gov
(928) 554-0001

To Whom It May Concern,

Let this letter serve as a record of the town of Camp Verde's support for the Camp Verde Arena Association's (CVAA) proposed solar project with SolarEnergyLease.com, LLC as presented by Donald Erb. The town recognizes CVAA's initiative in undertaking this project, which aligns with our community's values of sustainability and progress.

The Rodeo Arena is a valued asset of the town of Camp Verde and is under lease to the Camp Verde Arena Association. The current Lease Agreement between the town and CVAA has been reviewed and it is confirmed that the solar project will not adversely affect the timing or use stipulations outlined therein.

We understand that CVAA will bear the entire cost of the solar project installation, maintenance, and any additional unforeseen costs with no financial assistance from the Town. This financial commitment demonstrates CVAA's dedication to this endeavor.

In conclusion, the town of Camp Verde supports CVAA's solar project with SolarEnergyLease.com, LLC, given the contingencies addressed above to mitigate risk and ensure the project's success for the benefit of our community.

Sincerely,

Gayle Mabery, Acting Town Manager

Town of Camp Verde

Updated 03.29.2024



Town of Camp Verde
Building Division - Community Development Department
 ♦ 473 S. Main Street, Suite 108 ♦ Camp Verde, Arizona 86322 ♦
 ♦ Telephone: 928.554.0050 ♦ Fax: 928.567.7401 ♦
 ♦ www.campverde.az.gov ♦

PERMIT

PERMIT #: 20240283M
 JOB ADDRESS: 1495 E HIDEOUT ARENA LN
 PARCEL #: 404-30-368
 SUBDIVISION:
 FLOOD MAP:

DATE ISSUED: 7/15/2024
 DATE EXPIRED: 1/15/2025

BLOCK #:
 ZONING: RR-2A
 FLOOD ZONE: NO FLOOD

ISSUED TO: TOWN OF CAMP VERDE
 ADDRESS: 437 S MAIN ST SUITE 102
 CITY, STATE, ZIP: CAMP VERDE AZ 86322
 PHONE:

CONTRACTOR: SOLRAC SOLAR AND ELECTRIC LLC
 ADDRESS: PO BOX 9912
 CITY, STATE, ZIP: SAN LUIS AZ 85349
 PHONE: 928-920-7029

USE/OCCUPANCY:
 CNST TYPE:

VALUATION:
 SQ FT:

WORK DESCRIPTION: COM: SOLAR GM 17.82kW
 WORK CONDITIONS: See fire comments/letter

► FINALED ◀

FEB 13 2025

DESCRIPTION

	AMOUNT	
Building Permit	\$	1,015.25
Plan Review	\$	659.91
Fire Review	\$	263.96
Copies	\$	2.25
Zoning Clearance	\$	110.00
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
	\$	-
TOTAL	\$	2,051.37

**SUBMIT INSPECTION REQUESTS TO BUILDING INSPECTION DEPARTMENT FOR ALL
 REQUIRED INSPECTIONS**

This permit is non-transferable and expires 180 days from issue if work has not commenced, or if construction ceases for a period of 180 days. The undersigned applicant acknowledges that he is responsible for calling for each inspection required for this project before beginning the next phase of construction. THIS INCLUDES A FINAL INSPECTION FOR ALL TYPES OF CONSTRUCTION. Permission is hereby given to commence the above described work, according to the conditions hereon and in accordance with the approved plans and specifications pertaining thereto. The permit or approval granted hereby, or any inspections conducted on the site here after, shall not be construed as authorizing any activity in violation of any applicable Town of Camp Verde ordinances, federal or state law or regulation. Town staff may advise the applicant of issues regarding State and Federal laws that the Town staff member believes would be helpful to the applicant, but any such advice or comment is not a determination or interpretation of Federal or State law or regulation.

Note: 9-495. Arizona Revised Statute In any written communication between a city or town and a person, the city or town shall provide the name, telephone number and email address of the employee who is authorized and able to provide information about the communication if the communication does any of the following:

1. Demands payment of a tax, fee, penalty fine or assessment;
2. Denies an application for a permit or license that is issued by the city or town; or
3. Requests corrections, revisions or additional information or materials needed for approval of any application for a permit, license or other authorization that is issued by the city or town.

An employee who is authorized and able to provide information about any communication that is described above shall reply within five (5) business days after the city or town receives that communication.

Issued by:

Signature:

Date:

Date:

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**Meeting Date:** May 6, 2026**Agenda Item Type:**

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

Requesting Department: Community Development **Staff Resource:** Development Services Director
Christian Green

Agenda Title: **Public Hearing** – Discussion, consideration, and possible recommendation for approval of Ordinance 2026-A511, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, amending the Planning and Zoning Ordinance Section 802.7.B. to adjust the setbacks for wireless communication facilities neighboring residential zones from 5,000 to 450 feet.

Attached Documents:

- Draft Ordinance 2026-A511
- Public Notices

See p. 214 of the Planning & Zoning Ordinance for the PART EIGHT. WIRELESS COMMUNICATION FACILITY REGULATIONS chapter.

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:

In January 2026, the Board of Adjustment and Appeals considered a request for a variance related to the required setback for a Wireless Communication Tower adjacent to a residential area. The variance was approved, reducing the required setback from 5,000 feet, as established in the Planning and Zoning Ordinance, to 240 feet.

The Board's consideration of this request highlighted potential limitations created by the existing setback standard when applied to the siting of wireless communication facilities within Town limits. As a result of this discussion, the Board recommended that the Code be amended to address these limitations and provide clearer guidance moving forward, which is why this is being brought forward as a separate ordinance for approval versus waiting under the Comprehensive Planning & Zoning Ordinance rewrite.

Staff Analysis:



Town Council Agenda Information Memorandum

During the review of the variance application, staff determined that the 5,000-foot setback requirement from residential areas significantly limits the availability of suitable sites for Wireless Communication Towers within the Town of Camp Verde. Due to the Town's development patterns and proximity of residential uses to commercially and industrially zoned land, this standard effectively restricts the placement of new towers, thereby constraining opportunities to improve wireless coverage.

Staff notes that the current regulation may unintentionally hinder the expansion of critical telecommunications infrastructure, which is increasingly necessary to support both daily communication needs and emergency services response.

Overall, the proposed changes are intended to balance the need for expanded and reliable wireless service with compatibility considerations, ultimately supporting public safety, economic development, and quality of life for Town residents.

Planning & Zoning Commission Review

On February 26, 2026 the Planning and Zoning Commission held a Public Hearing to consider changes to 802.b.7. Staff proposed an amendment to reduce the minimum setback requirement from 5,000 to 250 feet for residential areas. This adjustment would expand the range of viable properties for future tower placement while still maintaining a reasonable separation from residential uses. The Commission was open to adjusting setbacks from 5,000 feet to 450 feet in residential zones but had requested staff research and provide feedback related to setbacks in school zones. The Commission also questioned if there should be a use permit associated with wireless telecommunication projects.

On April 9, 2026, the Commission continued their public hearing. After consultation with legal counsel and a review of setbacks utilized by other municipalities, staff recommended that setbacks in school zones be aligned with those required in residential zones (450 feet). Should an applicant seek to locate a tower closer than the prescribed setback, the provider would be required to apply for a variance through the Board of Adjustment and Appeals.

With respect to the consideration of a use permit, staff notes that due to the extensive state and federal regulatory framework governing these facilities, there are limited discretionary factors available. Additionally, these devices are still required to comply with all applicable nuisance regulations. As such, staff is not aware of any meaningful mitigating circumstances that would be applied through a use permit process.

The Planning & Zoning Commission recommended approval of Ordinance 2025-A511 to the Council under a 4-3 vote. Below are links to the videos where the public hearings occurred before the Commission:

- February 26, 2026:
<https://townofcampverde.sharepoint.com/:v:/s/TOCVClertsOfficeGroup/IQBtuGqkOWNATII7REODvGtvAfOhQ3yZI04-CvuOePPRU?e=hMHZvL>
- April 9, 2026:
<https://townofcampverde.sharepoint.com/:v:/s/TOCVClertsOfficeGroup/IQB8xMU5sSAQbHkbDVjuazLAZ60GtHsE4PNuorKxTyLyKo?e=oA6StW>

Staff Recommendation:

Town staff recommends approval of Ordinance 2026-A511 amending the setbacks for wireless communication facilities neighboring residential zones from 5,000 to 450 feet.

Question(s) before the Council:

- Does the Council have any questions for the Staff regarding Ordinance 2026-A511?



Town Council Agenda Information Memorandum

Proposed Motion(s):

Motion to **APPROVE** of Ordinance 2026-A511, to the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to amend the Planning and Zoning Ordinance Section 802.7.b.

OR

Motion **APPROVE** of Ordinance 2026-A511, to the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to amend the Planning and Zoning Ordinance Section 802.7.b **with the following changes...**

OR

Motion to **DENY** of Ordinance 2026-A511, to the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to amend the Planning and Zoning Ordinance Section 802.7.b.



ORDINANCE 2026-A511

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AMENDING THE PLANNING AND ZONING ORDINANCE, SECTION 802.7.B.

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 and April 9, 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 6TH DAY OF MAY 2026.

Marie Moore, Mayor

Attest:

Approved as to form:

Leah Rhodes, Town Clerk

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 802 – GENERAL PROVISIONS

7. Setbacks

- a. Setbacks and separation distances shall be calculated and applied irrespective of municipal and county jurisdictional boundaries.
- b. Tower facilities must be set back from any lot line at least 100 percent of the height of the tower unless a greater setback is required for the particular zoning district: i.e., the reclining length of any tower must be located on the lot so that in the case of collapse, the tower must be located on the lot so that in the case of collapse, the tower would be contained within the bounds thereof.

Tower facilities must be located no closer than ~~5,000~~ 450 feet to residential zones.

- c. Guys and accessory structures must satisfy the minimum zoning district setback requirements.
- d. Facilities that are located on existing or replaced streetlights, traffic signal poles or electrical utility pole are exempt from any setback requirements.



**TOWN COUNCIL
PUBLIC HEARINGS:
TEXT AMENDMENT
P & Z ORDINANCE
SECTION 802.7.B
TOWN CODE
ARTICLE 7-7
473 S MAIN ST. STE
106
WEDNESDAY
MAY 6, 2026
6:00 PM**

A sign on a silver tripod stand is positioned in a dry, grassy field. The sign is white with a tan border and contains text about a town council public hearing. A white plastic bag is hanging from the bottom of the stand. The background features a line of green bushes and a clear blue sky.

TOWN COUNCIL
PUBLIC HEARINGS:
TEXT AMENDMENT
P & Z ORDINANCE
SECTION 802.7.B
TOWN CODE
ARTICLE 7-7
473 S MAIN ST. STE
106
WEDNESDAY
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**TOWN COUNCIL
PUBLIC HEARINGS:
TEXT AMENDMENT
P & Z ORDINANCE
SECTION 802.7.B
TOWN CODE
ARTICLE 7-7
473 S MAIN ST. STE
106
WEDNESDAY
MAY 6, 2026
6:00 PM**

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**Meeting Date:** May 6, 2026**Agenda Item Type:**

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

Requesting Department: Community Development **Staff Resource:** Development Services Director
Christian Green

Agenda Title: **Public Hearing** – Discussion, consideration, and possible approval of Ordinance 2026-A514, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, amending the Town Code Article 7-7 – Enforcement Procedures for Violations of the Town Code by the Hearing Officer.

Attached Documents:

- Draft Ordinance 2026-A514
- Public Notices

Town Code for Article 7-7:https://library.municode.com/az/camp_verde/codes/town_code?nodeId=CH7BU_ART7-7ENPRVITOCO**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:

The Town has implemented the use of a Hearing Officer as an alternative method for achieving compliance with Town Code violations. This approach was intended to streamline enforcement processes, provide a more efficient quasi-judicial framework, and reduce the burden on the Town and Superior Court systems.

Since implementing this process, Town staff have gained practical experience administering cases through the Hearing Officer system. Based on this experience, staff have identified areas where the existing code does not fully align with current enforcement practices or the timeline requirements identified by the Hearing Officers. Following consultation, Hearing Officers indicated that a seven (7) day timeframe for the review of filings and evidence would improve the efficiency of case evaluations, as compared to the current ten (10) and twenty-one (21) day requirements (see recommended changes below).

Therefore, Town Staff recommends timeline changes to Section 7-7-5 Civil Hearing Procedures, Commencement of Action, Subsection H and I.



Town Council Agenda Information Memorandum

Below are staff recommendations of revised text:

Original Text:

H. Filing.with.Hearing.Officer.The.Complaint.or.Notice.of.Hearing.shall.be.file.d.with.the.Hearing.Officer.
within ten (10) days of the time issued.

Revised Text:

H. Filing with Hearing Officer. The Complaint or Notice of Hearing shall be filed with the Hearing Officer seven (7) days prior to the hearing.

Original Text:

I. Evidence. Authorized Officials shall provide all relevant evidence and case files to the Administrative Hearing Officer at least twenty-one (21) days prior to the scheduled hearing date.

Revised Text:

I. Evidence. Authorized Officials shall provide all relevant evidence and case files to the Administrative Hearing Officer at least seven (7) days prior to the scheduled hearing date.

Question(s) before the Commission:

- Does the Town Council have any questions for the Staff regarding Ordinance 2026-A514?

Proposed Motion(s):

Motion to recommend **APPROVAL** Ordinance 2026-A514, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, amending the Town Code Article 7-7 – Enforcement Procedures for Violations of the Town Code.

OR

Motion to recommend **APPROVAL** Ordinance 2026-A514, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, amending the Town Code Article 7-7 – Enforcement Procedures for Violations of the Town Code.

b with the following changes...

OR

Motion to recommend **DENIAL** Ordinance 2026-A514, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, amending the Town Code Article 7-7 – Enforcement Procedures for Violations of the Town Code.



ORDINANCE 2026-A514

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AMENDING THE TOWN CODE ARTICLE 7-7 – ENFORCEMENT PROCEDURES FOR VIOLATIONS OF THE TOWN CODE BY THE HEARING OFFICER.

WHEREAS, the Town of Camp Verde is authorized under Arizona law to adopt and amend its municipal code; and

WHEREAS, Article 7-7 of the Town governs Enforcement Procedures of Violations of the Town Code; and

WHEREAS, the Mayor and Common Council find that it is necessary and in the best interest of the public health safety and welfare to amend Article 7-7 of the Town Code; and

WHEREAS, the Town of Camp Verde has implemented the use of a Hearing Officer as an alternative quasi-judicial process to adjudicate violations of the Town Code; and

WHEREAS, the use of a Hearing Officer is intended to streamline enforcement procedures, improve administrative efficiency, and reduce the burden on the Town and the Yavapai County Superior Court; and

WHEREAS, since the implementation of the Hearing Officer process, Town staff have gained operational experience administering cases and evaluating the effectiveness of the procedures outlined in Article 7-7; and

WHEREAS, through this experience, Town staff have identified procedural inefficiencies within Article 7-7 – Enforcement Procedures for Violations of the Town Code; and

WHEREAS, aligning the Town Code with current operational practices and realistic procedural timelines will enhance consistency, clarity, and fairness for all parties involved, including Town staff, Hearing Officers, and respondents; and

WHEREAS, the proposed amendments to Section 7-7-5, Civil Hearing Procedures, Commencement of Action, Subsections H and I, are intended to establish more practical timelines that reflect actual administrative processes; and

WHEREAS, the Mayor and Common Council find that updating these procedures will promote more efficient code enforcement, support timely resolution of violations, and better serve the public interest; and

**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 ordinances, resolutions, or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 3: If any section, sentence, clause, phrase, or portion 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 become effective on the 6th day of June, 2026

PASSED AND APPROVED BY A MAJORITY OF THE TOWN COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, ON THIS 6th DAY OF MAY 2026.

Marie Moore, Mayor

Attest:

Approved as to form:

Leah Rhodes, Town Clerk

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 7-7-5 Civil Hearing Procedures, Commencement of Action

- A. Commencing Action. Authorized Officials, as defined under subsection 7-7-1A.5 are hereby authorized to file Complaints, Notice of Violations or Notice of Hearings to the Administrative Hearing Officer.
- B. Filing Complaint. Every action or proceeding brought before the Hearing Officer for a civil violation of any Town Code and/or Planning & Zoning Ordinance provision shall be commenced by filing a Civil Complaint using either the uniform Arizona Traffic Ticket and Complaint form, or one substantially similar or a Notice of Hearing with the Code Enforcement Officer or Community Development Department.
- C. Factual Basis. Complaints or Notice of Hearings shall contain:
 - 1. The name and address of the defendant(s),
 - 2. A legal description and/or the address of the site that is in violation,
 - 3. A statement of fact or facts constituting the specific violation which shall cite to this ordinance as well as the particular subsection of the Town Code or Planning & Zoning Ordinance provision applicable to the alleged violation.
- D. Designation of Offense. Each subsection of the ordinance cited in the complaint or notice of hearing shall be deemed a separate offense.
- E. Notice to Alleged Violator. The Complaint or Notice of Hearing shall set forth the following:
 - 1. Date and time of appearance,
 - 2. Location of hearing,
 - 3. Date and time of alleged violation(s),
 - 4. Direct the defendant to appear in front of the hearing officer,
 - 5. State that if the defendant fails to appear, the Hearing Officer will enter a default judgment against the defendant in favor of the State, and impose sanctions not to exceed two hundred fifty dollars (\$250) for each alleged violation,
 - 6. Defendant rights and appeals.
- F. Service. The Complaint or Notice of Hearing shall be served by the Code Enforcement Officer or Authorized Official on the defendant at least thirty (30) days prior to the appearance date. The Code Enforcement Officer or Authorized Official shall first attempt personal service of the Complaint or Notice of Hearing through hand-delivery, with the notice signed by the owner, defendant, tenant-occupant, person in control of the property or their authorized representative with their promise to appear within thirty (30) days of the issuance of the Complaint or Notice of Hearing. If the owner of record, defendant, tenant-occupant, person in control of the property or their authorized representative refuses to sign, this should be noted on the Complaint or Notice of Hearing and the Service shall be deemed completed.
- G. Personal Service Not Required. If the Code Enforcement Officer or Authorized Official is unable to personally serve the notice, then pursuant to A.R.S. § 9-500.21 service can be completed:
 - 1. In the same manner prescribed for alternative methods of service by the Arizona Rules of Civil Procedure, or
 - 2. By certified or registered mail, return receipt requested. Service is complete on filing the receipt with the Administrative Hearing Officer.
- H. Filing with Hearing Officer. The Complaint or Notice of Hearing shall be filed with the Hearing Officer ~~within ten (10)~~ **seven (7) days of the time issued prior to the hearing.**
- I. Evidence. Authorized Officials shall provide all relevant evidence and case files to the Administrative Hearing Officer at least ~~twenty-one (21)~~ **seven (7)** days prior to the scheduled hearing date.
- J. Inspection. Authorized Officials shall conduct an inspection at least one (1) day prior to the hearing date to determine if compliance has been obtained before the hearing. Any interference with the inspection or refusal for admission onto the property shall not preclude the Authorized Official from proceeding with enforcement and hearing on the citation.



**TOWN COUNCIL
PUBLIC HEARINGS:
TEXT AMENDMENT
P & Z ORDINANCE
SECTION 802.7.B
TOWN CODE
ARTICLE 7-7
473 S MAIN ST. STE
106
WEDNESDAY
MAY 6, 2026
6:00 PM**

A sign on a silver metal easel stands in a dry, grassy field. The sign is white with black text. A white plastic bag is hanging from the bottom of the easel. In the background, there are green bushes and a clear blue sky.

TOWN COUNCIL
PUBLIC HEARINGS:
TEXT AMENDMENT
P & Z ORDINANCE
SECTION 802.7.B
TOWN CODE
ARTICLE 7-7
473 S MAIN ST. STE
106
WEDNESDAY
MAY 6, 2026
6:00 PM

**TOWN COUNCIL
PUBLIC HEARINGS:
TEXT AMENDMENT
P & Z ORDINANCE
SECTION 802.7.B**

**TOWN CODE
ARTICLE 7-7
473 S MAIN ST. STE
106**

WEDNESDAY

**MAY 6, 2026
6:00 PM**

**Meeting Date:** May 6, 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:** Discussion, consideration, and possible direction regarding the comprehensive review of previously approved Use Permits, including compliance status and potential corrective actions.**Attached Documents:**

- Use Permit Table
- Non-Compliant Use Permit Resolutions

Estimated Presentation Time: 10 minutes**Estimated Discussion Time:** 20 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:

During the April 9, 2025 Town Council meeting, Council considered a Use Permit application. During that discussion, staff noted that Use Permits have not historically been reviewed to verify ongoing compliance with conditions of approval. As a result, the Town Council directed staff to conduct a comprehensive review of all Use Permits issued within the Town of Camp Verde.

Town staff have prepared the attached spreadsheet outlining the current status of each Use Permit. For those identified as not in compliance, staff are seeking direction from the Council on how to proceed. Potential options for consideration include initiating a new public hearing to reassess conditions, issuing a notice of intent to terminate the Use Permit, or other appropriate enforcement actions.

Additionally, there are Use Permits that are in compliance; however, the associated parcel numbers are no longer accurate. Staff are also seeking direction from the Council on how best to address and correct those discrepancies.

Planning and Zoning Commission

On April 9, 2026 Town Staff presented the Use Permit information to the Planning and Zoning Commission. At that meeting, the Commission made the following suggestions regarding the use permits that are not in compliance:



Town Council Agenda Information Memorandum

-
- Require the 3 use permits (2016-955, 2006-697, and 2006-698) that missed their reviews to submit a complete application within 90 days of notification.
 - Continue to work with Jackpot Ranch to address their non-compliance related to unpermitted structures (2009-771 and 2014-919).

The Commission did not offer a recommendation on how to address the use permits with inaccurate parcel numbers. It is Town staff's recommendation that an administrative memo accompany the use permit noting the change in APN numbers.

April 9, 2026 Planning & Zoning Commission meeting video:

https://townofcampverde.sharepoint.com/:v:/s/TOCVCLerksOfficeGroup/IQB8xMU5sS_AQbHkbDVjuazL_AZ60GtHsE4PNuorKxTyLyKo?e=oA6StW

Question(s) before the Council:

- Does the Town Council have any questions for the Staff?
- Does the Town Council agree with the Commission's recommendations on how to proceed with the non-compliant use permits?
- Does the Town Council agree with the staff's recommendation on how to proceed with the parcel number discrepancies?

RESOLUTION	APPROVAL DATE	RESOLUTION DETAILS	COMPLIANCE NOTES
2016-955	23-Mar-16	Approve 16-955 for a use permit for the purpose of allowing a wireless communication facility (wireless tower) on a porportion of APN 407-09-160A. This use permit has a 10-year linit, with Council review after 5 years.	This Use Permit is considered out of compliance as it was due to be reviewed prior to March 23, 2026.
2006--697	26-Jul-06	Approving 2006-697 for use permit 2006-01 for renewing for a period of 10 years, RV Park with 44 spcaes, laundry and office building for APNs 404-28-018L and 404-28-018Y	considered out of compliance. Additionally, the APNs need updated on this Use Permit.
2006-698	26-Jul-06	Approving 09-698 for use permit 2006-02 to alloee installation and operation of a crematorium (Bueler Funeral Home) on APN 404-22-021, zoned C2-4, 143 W Arnold Street	This use permit was never reviewed for renewal as required in 2016 and woud be considered out of compliance. Additionally, the APNs need updated on this Use Permit.
2009-771	27-May-09	Approving 09-771 for a use permit for Jackpot Ranch on APN 403-17-006K to allow additional activities on the subject site. Approved for five years.	This Use Permit is superceded by Resolution Number 2014-919. A condtion of this use permit is that all buildings and construction is permitted. Currently this use permit is not in compliance as several things were constructed without building permits being applied for. However, the owner currently has a project manager who is working hard to get all buildings into compliance and most projects are almost complete.
2014-919	28-May-14	Approve 14-919 for a use permit for Jackpot Ranch for APNs 403-17-006K, 403-18-001H, and 403-18-107C (72.12 total acres) to include events such as weddings, family gatherings, horse motel, corporate, spiritual and governemtnal overnight retreats, group picnics, equestrian events, chairitable and civic events, ice skating rink, mobile western town, 2025 W Reservation Loop Road. Meeting facility with kitchen and outdoor assembly area on 1879 W Cimmaron Drive.	. A condtion of this use permit is that all buildings and construction is permitted. Currently this use permit is not in compliance as several things were constructed without building permits being applied for. However, the owner currently has a project manager who is working hard to get all buildings into compliance and most projects are almost complete.
PZ 1991-12	24-Oct-90	Approve 90-04 reneing the existing use permit (CIP 90-04) for the operation of a welding repair shop, aka Big John's Welding tax parcel 404-18-178J	This property is no longer used as a welding business, and now is a single family home.
PZ 1991-02	21-Feb-91	Approve 91-01 for a use permit to allow outdoor display of rental trucks/trailers in the front 50 ft of a C3 heavy commercial loy, APN 404-02-026B and a portion of APN 404-02-023K. Issued for a 5-year period and required renewal if operating beyond five years from the date of approval. Requires an inspeciton for compliance on or before the time limit.	This propoerty is no longer used for this purpose and a Use Permit would not be required under the current C3 Zoning District.
PZ 1991-04	27-Mar-91	Approving Permit reneral 91-03 for continued operation of Montezxume Heights Airpark. The use permit shall be revenwed in 20 years from the date of approval by the Town Council.	The portion for renewal in 20 years was supersceded by Resolution 95-21, granting the Use Permit in perpetuity. The Use Permit is in compliance.
PZ 1991-03	27-Feb-91	Approve 90-03 expansion of 24 units to existing 60-unit mobile home park (known as Camp Verde Mobile Village) on APN 404-28-016	Compliant, but needs APN update to include 404-28-016 and 404-28-017B.
PZ 1991-06	22-May-91	Approve 91-04 to renew an existing use permit for a metes and bounds parcel located on 1st Street, APN 404-22-076 for operation of a min storage facility in a commercial zone. Use permit granted in perpetuity.	Compliant
PZ 1991-08	26-Jun-91	Approve 91-06 to renew te existing use permit for the opweration of the retirement lodge in a residential zone on lot 26 pf Copper Canyon Vista subdivision tax parcel 404-26-026.	This parcel is no longer used for required use permit.
PZ 1991-11	July 24 1991	Approve 91-07 for a use permit installing/operating 3 outdoor batting cages in a commercial zone on 3rd Street, APN 404-22-012B and C.	This parcel is no longer used for required use permit.

PZ 1991-14	21-Aug-91	Approve 91-09 for a use permit to allow the installation of a daycare on SR260 next to the Arbors APN 404-28-052C, 053B. Use permit is issued for a period of 5 years from date of approval and requires renewal prior to the extension of use beyond 5 years.	This parcel is no longer used for required use permit.
PZ 1991-16	9-Oct-91	Approve 91-10 for a use permit to allow operation of a private club in the residential zone on 6th Street, APN 404-28-083E. Use Permits issued for a 2-year period, and renewals are subject to standard review through P&Z and TC> Staff review shall be conducted in 1-year to ensure implementation of all conditions. Extension is allowed if no significant problems arise.	This parcel is no longer used for required use permit.
PZ 1993-01	12-May-93	Approving 93-01 for a use permit allowing operation of a one-chair beauty shop on APN 404-30-069. Use permit is issued for a 5-year period and is renewable. Staff review shall be conducted 1-year to ensure compliance.	Unable to confirm if this use was still be operated out of the home, however under the current Planning and Zoning Ordinance, a use permit would not be required.
PZ 1993-02	12-May-93	Approving 93-02 for a use permit for the operation of a daycare facility on APN 404-26-031	This parcel is no longer used for required use permit.
PZ-1993 03	12-May-93	Approve 93-03 for a use permit to operate an RV Park on APN 404-13-006B. A use permit is issued for a period of 10 years and is renewable. A staff review shall be conducted once every other year to ensure conformance with all conditions and requirements of this use permit.	This Resolution was finally superceded by Resolution 2014-916, granting this use permit in perpetuity. This Use Permit is in compliance.
PZ 1994-03	8-Jun-94	Approve 94-03 for a use permit to operate an adult care home APN 404-26-030. A use permit is issued for a period of 5 years, and renewal is subject to standard review procedure through the PandZ and TC.	This parcel is no longer used for required use permit.
PZ 1994-04	8-Jun-94	Approve 94-02 to allow installation of a caretaker's quarters APN 404-30-226. A staff review shall be conducted every 2 years to ensure compliance and implementation of all conditions.	This parcel is no longer used for required use permit.
PZ 1994-15	14-Dec-94	Approve 94-04 for a use permit to operate a bed and breakfast at 94 Coppinger Street, APN 404-30-009B.	This parcel is no longer used for required use permit.
PZ 1995-03	21-Apr-95	Approve 95-03 for a use permit for building a mini storage facility and a two-bedroom manager quarters with an office for APN 404-02-023K & 404-02-023H.	No longer used for required use permit.
PZ 1995-04	12-Apr-95	Approved 95-04 for a use permit for a construction yard, shop building, and storage of various aggregates and seal coating materials in an industrial M1-CU zoning dist. APN 403-14-002P	A use permit is not required for this use in an M1 Zoning District
PZ 1995-05	2-Apr-95	Approve 95-05 for a use permit allowing a caretaker mobile home unit in an R1-70 zoning district for 1187 N Buckskin Lane, APN 404-18-002.	There is no longer a second dwelling unit on this property. A Use Permit is no longer needed.
PZ 1995-06	1-Jun-95	Approve 95-06 for a use permit for building a commercial rental building in a C3-CU-4 zoning district at 1575 Sullivan Lane, APN 404-02-025C.	No longer required to have a Use Permit for this use in this Zoning District.
PZ 1995-07	10-May-95	Approve 95-07 use permit for building a commercial rental building in a C3-CU-4 zoning district at 1575 Sullivan Lane, APN 404-02-025C	This parcel is no longer used for required use permit.
PZ 1995-08	14-Jun-95	Approve 95-09 for a use permit for a ranch-style community (Rainbow Acres) for mentally disabled adults in an RCU-2A zoning District.	This use permit was granted in perpetuity in June 2010 and operation is compliant.
PZ 1995-10	12-Jul-95	Approve 95-09 for a use permit for a recreational vehicle park in a RCU-2A zoning district on APN 404-17-027 & 403-19-009	Resolution PZ 1995-10 is superceded by Resolution 2009-782, which granted the Use Permit for Krazy K RV Park in perpetuity. This Use Permit is in compliance.

PZ 1995-14	12-Jul-95	Approve 95-11 for a use permit for a manufactured housing sales center in a C2 zoning district APN 403-22-027P.	This parcel is no longer used for a manufactured housing sales center and the Use Permit is no longer required.
PZ 1995-19	25-Oct-95	Approve 95-10 a use permit allowing caretaker home on property for 3197 Clinton Lane, APN 404-16-031.	This parcel no longer has a second home, so the Use Permit is no longer required.
PZ 1995-21	22-Nov-95	Approve 95-12 to continue the use permit for the operation of Montezuma Heights Airpark. This use permit is valid in perpetuity, provided that all use permit conditions are complied with.	This use permit is in compliance.
PZ 1996-01	10-Jan-96	Approve 95-13 for a use permit to renew existing use permit for the continued operation of a weld repair shop for 5 years on APN 404-18-187J.	This parcel is no longer used as a welding repair shop and now serves as a single family home, so no use permit is required.
PZ 1996-02	10-Dec-96	Approve 95-14 for a use permit to renew existing use permit for the continued operation of American Adventure Campground.	Venture is now known as Verde River RV Resort. Resolution PZ 1996-02 is superseded by 2015-952 which granted said Use Permit in perpetuity. This property is compliant.
PZ 1996-04	24-Jan-96	Approve 96-01 for a use permit for allowing a recreational vehicle on the property to be occupied as a dwelling unit until 10/31/1996 and to allow for the rehab of the mobile home for 1961 Reeves Arena Road, AON 404-02-041C, zoned R1L-10	Use Permit is expired and no longer needed for this property. Additionally, a temporary use permit to live in a recreational vehicle is approved administratively via the Temporary Use Permit process.
PZ 1996-06	26-May-96	Approve 96-04 for a use permit for installing an enclosure and 2 pressure booster pumps, hydrostatic tank, water storage tank, electrical panel for the well, perimeter fencing, and landscaping at 3480 Stillwater Dr. APN 404-12-044, zoned R1L-10	This use permit is in compliance.
PZ 1996-16	25-Sep-96	Approve 96-10 for a use permit for accommodating a materials yard and bins for landscaping materials, office for the landscaping materials business at 4715 Old Highway 279, APN 403-14-002D, zoned M1-CU.	No longer required to have a Use Permit for this use in this Zoning District.
PZ 1997-02	23-Apr-97	Approving 97-02, amending existing use permit, 92-01 eliminating a portion of the condition of approval A-4 to allow use permit to be granted on a permanent basis for 100 Montezuma Castle Highway on APN 404-28-003.	Property is no longer being used for the Use of this Use Permit and property is in compliance with current Zoning District and no use permit is required.
PZ 1997-03	23-Apr-97	Approving 97-03 for use permit allowing placement of Mobile Office and Golf Cart Sales and repair facility on 4.01 acres at 120 E Highway 260, APN 404-02-098A, zoned RCU-2A	This property is longer used for the listed use and the Use Permit is no longer valid.
PZ 1997-04	25-Jun-97	Approving 97-04 for a use permit allowing Camp Verde Mobile Village to expand its park by 77 spaces at 813 W Finnie Flat Road, APN 404-28-017B and 404-28-018T.	This Resolution is in compliance with conditions, however the parcel numbers need updated.
PZ 1997-06	24-Sep-97	Approving 97-06 for a use permit for a 2.5 acre portion of 3830 W Highway 260 for APN 403-16-001E for developing a propane gas sales facility inc. office, loading bulkhead, bottle filling site, storage tanks and tank and delivery truck storage zoned M1-CU.	This business is still in operation, but no longer requires a Use Permit in the M1 zoning district.
PZ 1997-07	24-Sep-97	Approve 97-05 for a use permit to develop an RV park on 1488 West Horseshoe Bend, APN 403-19-013 (Rancho Verde RV Park)	This parcel is compliant with the use permit conditions, however the parcel numbers need updated.
PZ 1998-004	24-Jun-98	Approving 98-04 for a use permit to allow operation of a day care facility on APN 404-22-107, 275 S 4th Street.	This property is longer used for the listed use and the Use Permit is no longer valid.
PZ 1999-03	23-Jun-99	Approving 99-04 for a use permit to allow development of a RV Park on APNs 404-28-018L and 404-28-018N, located at 983 W. Finnie Flat Road.	This property is compliant with the use permit conditions, however the parcel numbers need updated.
PZ 1999-04	28-Jul-99	Approving for a use permit to allow the operation of a trail riding business on APN 403-12-001B, 2998 N. Middle Verde Road	This property is longer used for the listed use and the Use Permit is no longer valid.

PZ 2000-04	September 20, 000	Approving 2000-02 for continued operation of the use permit for Krazy K RV Park on APN 404-17-027 and 403-19-009.	Resolution PZ 1995-10 is superceded by Resolution 2009-782, which granted the Use Permit for Krazy K RV Park in perpetuity. This Use Permit is in compliance, however APNs need updated.
PZ 2001-02	24-Jan-01	Approving 2000-03 for a use permit to renew operating Anne's House, an assisted living home	Property is no longer being used for the Use of this Use Permit and property is in compliance with current Zoning District and no use permit is required.
PZ 2001-03	21-Feb-01	Approving 2001-02 for a use permit to operate a satellite kitchen catering to private affairs on site and sell western paraphenalian on APN 404-18-171H.	Resolution PZ 2001-03 is supersceded by Resolution 2011-836 which is granted with conditions in perpetuity. Use permit is in compliance.
PZ 2001-05	28-Mar-01	Approving 2001-01 for a use permit for the operation of Rainbow Acres, a ranch-style community for adults with disabilities, APNs 403-17-001A,403-17-001G, , 403-17-003 at Reservation Loop Road	This property is compliant with the use permit conditions, however the parcel numbers need updated.
PZ 2001-07	27-Jun-01	Approving permanent permit 2001-05 operation of a public facility site on APN 403-20-142A, 2710 Rainbow Drive.	This property is compliant with the use permit conditions, however the parcel numbers need updated.
2007-724	23-May-07	Approving 07-727 for use permit 2007-02 to allow a bend and breakfast on APN 404-20-009G, zoned R1L-18, 94	Property is no longer being used for the Use of this Use Permit. The property is in compliance with current Zoning District; no use permit is required.
2007-730	23-Sep-07	Approving 07-730 for use permit 2007-02 to allow Verde Lakes Water Company to use a portion of APN 404-13-451H, zoned R1 for business office and storage facility.	This use permit is in compliance.
2007-732	25-Jul-07	Approving 07-737 for use permit 2007-04 allowing the continued use of off-premise signs for Trails End RV Park displayed on APN 403-22-023S.	Property is no longer being used for the Use of this Use Permit. The property is in compliance with current Zoning District; no use permit is required.
2007-733	25-Jul-07	Approving 07-733 for use permit 2007-05 and amending use permit 2001-01 for APNs 403-17-001A, 403-17-001G, and 403-14-003 to allow the addional of 30 more ranchers and additional construction and time extension of no more than 3 years to remove MH.	This Use Permit was superceded by Resolution 2010-816, granting in perpetuity use. The permit is in compliance, however it needs APNs updated.
2007-738	20-Dec-07	Approvinh 07-738 (UP 2007-06) for a Use Permit for 1 FFA project (pig) on APN 404-30-170 from 11/07 to 05/08.	Property is no longer being used for the Use of this Use Permit and any FFA project exceedsing the animal point count can apply for an administrative TUP.
2009-782	26-Aug-09	Approving 09-782 for a use permit amendment to the approved RV park use permit (Krazy K RV Park) APN 403-19-009 and 404-17-027B to add a combined residence and clubhouse/office and RV storage are (12 in number not to exceed 15 RVs) to be placed in row 4.	This use permit is in compliance.
2010-816	22-Sep-10	Approving 10-816 for permit 2010-01 for a use permit and amendment to use permit 2007-733 for APNs 403-17-001M, 403-17-001L, and 403-17-001K to allow continued use of ranch-style community linving and health services for 170 adults, equestrian center to be placed allow charter school to be placed and allow no time limit.	This property is compliant with the use permit conditions, however the parcel numbers need updated.
2010-820	17-Nov-10	Approve 10-820 for a use permti amendment to PZ 96-02 APNs 403-19-205, 403-19-013H, 403-19-13J, 403-19-013Q, and 403-19-207 to allow the continued use of Camp Verde RV Park in perpetuity. Any changes must come before the Planning and Zonign Commission and Town Council.	This use permit is in compliance.
2010-824	1-Dec-10	Approve 10-824 for a use permit amendment to use permit 10-820 for adding flood zone sign requirement.	This use permit is in compliance.
2011-826	26-Jan-11	Approve 11-826 for a use permit for Datleand proving grounds to lease town-owned land for research and development.	Property is no longer being used for the Use of this Use Permit. The property is in compliance with current Zoning District; no use permit is required.

2011-836	16-Mar-11	Approving 11-863 for a use permit of a private property event (satellite kitchen and catering of private events on or off-site) APN 404-18-174H, 115 W Camp Lincoln Road.	This use permit is in compliance.
2013-881	6-Mar-13	Approving 13-881 (replacing Res: PZ-07) for a use permit on APN 403-19-013V to allow for the addition of a wireless tower and continued operation of Ranch Verde RV Park in perpetuity.	This use permit is in compliance.
2013-884	6-Mar-13	Approving 13-884 for a use permit for a 90-foot wireless communication tower (AT&T) on APN 403-19-013V, 1488 W Horseshoe Bend Road.	This use permit is in compliance.
2013-889A	24-Apr-13	Approving 13-889A for a use permit to develop an RV park (Distant Drums).	This use permit is in compliance.
2013-892	26-Jun-13	Approve 13-892 for a use permit on APN 404-19-018B to develop a new CV Library (two-story, 17,000 square feet) in perpetuity. The site includes an observatory, a rinsewater tank, a parking lot, and an access road.	This use permit is in compliance.
2013-894	26-Jun-13	Approving 13-894 for a use permit to develop an RV Park (Sunland RV Park) APN 404-23-032, 671 S 4th Street with 17 RV spaces for long-term stays of 30 days or more, a laundry room, and a storage area in perpetuity. Any changes must come before the Planning and Zoning Commission and Town Council for approval.	This use permit is in compliance.
2014-916	28-May-14	Approving 14-916 for a use permit to develop an RV Park (Zane Grey RV Park) APNs 404-13-006A and 404-13-006B, 4500 E. State Route 260 for 93 RV spaces, 50 RV storage spaces, office, restrooms/showers/laundry in one building, laundry/utility in another building, recreation area with ramada, 12 park model units, spa and 5 storage sheds. This permit is granted in perpetuity.	This use permit is in compliance.
2014-933	28-Jan-15	Approve 14-933 for a modification to existing use on existing approved RV park use. Building structure changes and permit in perpetuity. (Krazy K RV Park)	This use permit is in compliance.
2015-939	22-Apr-15	Approve 15-939 for a Mining use permit on APNs 403-15-002Y, 403-15-003C, approximately 195.33 AC (Mine, Quarry, and Extraction). The term of the use permit shall be year to year, with a total number of years capped at ten (10) - annual review to be completed by stadd of the use permit.	Complete project and use permit no longer needed.
2015-941	24-Jun-15	Approve 15-941 for a use permit for a bed&breakfast in an R1-70 zoning district limited to 4 bedrooms on APN 404-18-157, 1512 N Montezuma Heights. The requested use as a bed & breakfast to continue for (5) five years and is subject to the requiemetns of Part 6, Section 601 (Zoning Decisions).	Property is no longer being used for the Use of this Use Permit. The property is in compliance with current Zoning District; no use permit is required.
2015-943	6-May-15	Approve 15-943 for the transfer of use permit 2015-003 for mining from Aultman Land & Cattle #III & Aultman Land & Cattle #IV of a portion of APN 403-15-002Y and 403-15-003C to new property owner High View, LLC.	Complete project and use permit no longer needed.
2015-946	28-Oct-15	Approve 15-946 for a use permit to allow for Agri-Tourism in an RR zoning district for selling and operating a wine tasting room as authorized be Arizona Domestic Faem Winery License #13133013 APN 404-13-013B, 4053 East SR260.	This use permit is in compliance.
2015-952	16-Dec-15	Approve 15-952 for a use perpermit to develop a RV park (Verde River RV Resort) for APNs 403-19-205, 403-19-013H, 403-19-013J, 403-19-207, and 403-19-13Q, 1472 W. Horseshoe Bend Road.	This use permit is in compliance.

2017-982	26-Jul-17	Approve 17-982 for a use permit for an Agri-Tourism useage in an RR zoning district for the purpose of selling and sampline wine produced on the property and vinyard tours APN 404-28-032B, 536 W. Salt Mine Road. Use permit in perpetuity. Hours of operation open to the public are limited to Saturdays and holidays from 10 am - 4 pm.	This use permit is in compliance.
2017-992	6-Dec-17	Approve 17-992 for a use permit to operate an Agri-Tourism usage in an RR zoning district for Animal Guardian Network, 2555 N Arena Del Loma Road, APN 403-19-007S.	This use permit is in compliance.
2018-1005	27-Jun-18	Approve 18-1005 for a use permit for Nashawa Farms to all for agri-tourism in an RR zonign district for the purpose of an event ranch on an apporximately 60-acre parcel, APN, 403-13-002A, 3500 W Mahoney Road.	This use permit is in compliance.
2018-1013	24-Oct-18	Approve 18-1013 for a use permit to develop Agri-Tourism and RV park for APNs 403-23-001X and 403-22-001Y, 3380 W. Cloverleaf Ranch Road. Granted in perpetuity and not to exceed 30 RV spaces.	This use permit is in compliance.
2021-1070	7-Jun-21	Approve 21-1070 for a use permit to operate a bed and breakfast in an R1 zoning district, 3.29 acres on Schaeffer Lane, APNs 404-04-047G and 404-04-047H. Granted in perpetuity.	This use permit is in compliance.
2023-1103	15-Feb-23	Approve 23-1103 for a use permit to develop a power substation on APN 403-23-006Y. Granted in perpetuity.	This use permit is in compliance.
2023-1116	20-Sep-23	Approve 23-116 for a use permit for Veterinary Services on APM 403-18-001K, 3455 N Prospector Lane. Granted in perpetuity.	This use permit is in compliance.
2024-1139	1-Aug-24	Approve 24-1139 for a use permit to develop a RV Park on the south end of Road Ranger Lane, APN 404-02-129A.	This use permit is in compliance.
2025-1167	16-Apr-25	Approve 25-1167 for a use permit to develop a RV Park on APN 403-02-129A.	This use permit is in compliance.
2025-1175	9-Apr-25	Approve 25-1175 for a use permit to develop a RV Park on APN 404-18-178Q, 1738 N Arena Del Loma Road	This use permit is in compliance and the condition requiring screening along the Eastern property line has been met.
2025-1191	3-Sep-25	Approve 25-1191 for a mining use permit on APN 403-15-001L, 403-14-004E, and 403-14-004C. Approved for 5 years, with option ot orenew for 5 years.	This use permit is in compliance.



RESOLUTION 2006-697

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA APPROVING THE RENEWAL OF USE PERMIT 2006-01 FOR A 10 YEAR PERIOD TO 2016. THIS RV PARK CONTAINS 44 SPACES AND A LAUNDRY AND OFFICE BUILDING ON PARCELS 404-28-018L AND 404-28-018Y CONSISTING OF APPROXIMATELY 3.08 ACRES ZONED C2. THE LOCATION OF THE RV PARK IS 4500 EAST FINNIE FLAT ROAD.

The Common Council of the Town of Camp Verde hereby resolves as follows:

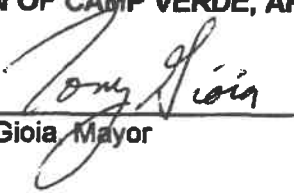
I. The Common Council hereby finds as follows:

- A. A request for approval of Use Permit 2006-01 was filed by Andy Ayres and Young Ho Kim, agents for Kimstock LLC, owners of tax parcels 404-28-018L and 404-28-018Y for the renewal of a use permit for a period of 10 years and the elimination of the conditions placed on the operation of the park.**
- B. The request was reviewed by the Planning and Zoning Commission on July 6, 2006 in a public hearing that was advertised and posted according to state law.**
- C. A neighborhood meeting was held by the applicant as required by ARS 9-462.03A on June 23, 2006 concerning their application.**
- D. The purpose of the Use Permit is to allow for the operation of a RV Park with 44 spaces. Site Map attached as Exhibit A**
- E. The proposed use will not constitute a threat to the health, safety, welfare or convenience to the general public and should be approved.**

The Common Council of the Town of Camp Verde hereby approves UP 2006-01 for the purpose of operating the Trail's End RV Park for a period of 10 years and removing all conditions listed in Resolution PZ 99-03 attached as Exhibit B with the following findings:

- 1. Stipulations A, B, C and E have been met either before completion of construction, eliminated by transfer of property or constructed at the time of ADOT improvements to Finnie Flat Road.**
- 2. Stipulation D is not required by any other active Use Permit for an RV Park within the Town of Camp Verde.**

**PASSED AND ADOPTED AT A REGULAR SESSION OF THE COMMON COUNCIL OF THE
TOWN OF CAMP VERDE, ARIZONA ON JULY 26, 2006.**


Tony Gioia, Mayor

Date: 7.27.06

Attest:  8-3-06
Deborah Barber, Town Clerk

APPROVED AS TO FORM:

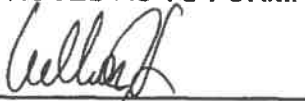

Town Attorney

EXHIBIT A
USE PERMIT 2006-01
SITE MAP

MAP OF THE PARK

YOUR SITE NUMBER IS:

- ** Check out time is 11:00 AM.
- ** Office Hours are 8:00 AM to 5:00 PM.
- ** When the office is closed, please.
call 567-2909 if you need assistant.
- ** Please notify office for any stay over.

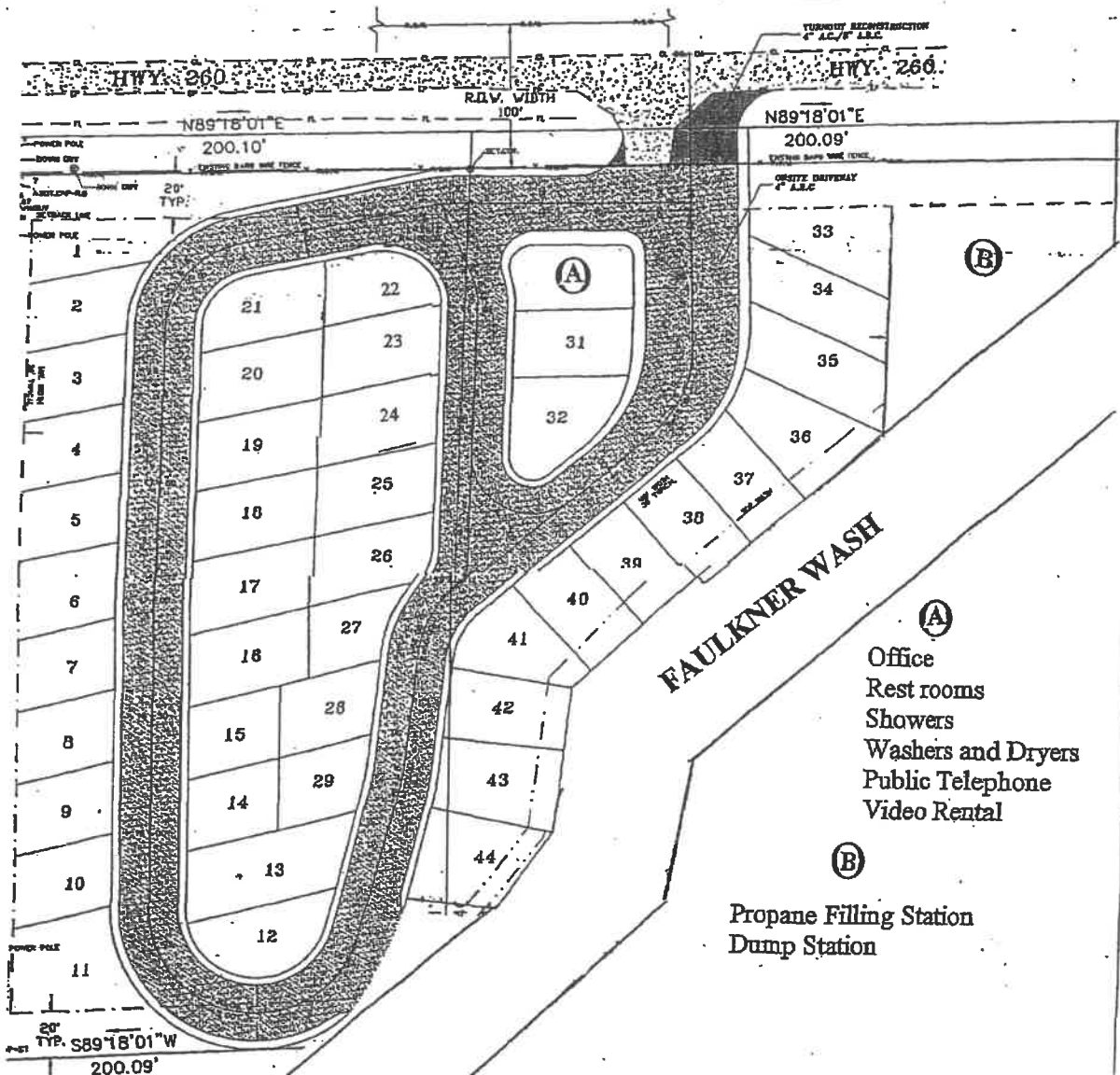


**EXHIBIT B
RESOLUTION PZ 99-03**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CAMP VERDE,
ARIZONA APPROVING USE PERMIT 99-04, THAT WILL ALLOW DEVELOPMENT
OF A RV PARK ON PARCELS 404-28-018L AND 404-28-018N.**

The Town Council of the Town of Camp Verde hereby resolves as follows:

- I. The Town Council hereby finds as follows:
 - A. A request for a Use Permit (99-04) was filed by Andy Ayres, agent, for Kimstock LLC, owners, to development a RV park on parcels 404-28-018L and 404-28-018N zoned R1L-35.
 - B. The request was reviewed by the Planning Commission on June 3, 1999, and by the Town Council on June 23, 1999 in public hearings that were advertised and posted according to state law.
 - C. The proposed use permit will not constitute a threat to the health, safety, welfare or convenience of the general public and should be approved.
 - D. Use Permit 99-04 is approved, based upon the following findings:
 1. The use permit will not injure the public health, safety, welfare or convenience of the general public.
- II. The Town Council of the Town of Camp Verde hereby approves Use Permit 99-04 for the purpose of developing a RV park on parcels 404-28-018L and 404-28-018N with the following stipulations:
 - A. The RV Park will not open until the sites are hooked up to the sewer and operational.
 - B. The RV Park will not allow occupancy of the tent sites until the bathrooms are constructed and operational.
 - C. The emergency exit easement will be obtained before the RV Park is opened.
 - ✓ D. A time limit of six (6) months' stay for RVs and a limit of two weeks stay for tents will be established and maintained by the owners of the RV Park.
 -) E. The Council will hold the option to revisit the turn lane tapering at a future date, if necessary.

**PASSED AND ADOPTED AT A REGULAR SESSION OF THE TOWN COUNCIL OF
THE TOWN OF CAMP VERDE, ARIZONA ON JUNE 23, 1999.**

PAGE 2

RESOLUTION PZ 99-03

JUNE 23, 1999

WITNESS:


Barbara Miller, Mayor


Bob Lau, Community Development Director

APPROVED AS TO FORM:


Ronald Ramsey, Town Attorney



RESOLUTION 2006-698

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA APPROVING USE PERMIT 2006-02 TO ALLOW FOR THE INSTALLATION AND OPERATION OF A CREMATION RETORT ON THE PREMISES OF THE BUELER-HEPLER FUNERAL HOME CURRENTLY OPERATED ON PARCEL 404-22-021 ZONED C2-4. THIS PROPERTY IS LOCATED AT 143 WEST ARNOLD STREET.

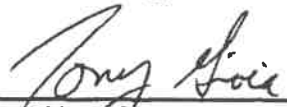
The Common Council of the Town of Camp Verde hereby resolves as follows:

I. The Common Council hereby finds as follows:

- A. A request for approval of Use Permit 2006-02 was filed by Ben Bueler, agent for Bueler Family LLC, owners of tax parcel 404-22-021 to allow for the installation and operation of a cremation retort in connection with the current operation of Bueler-Hepler Funeral Home for a period of 10 years.**
- B. The request was reviewed by the Planning and Zoning Commission on July 6, 2006 and by the Common Council on July 26, 2006 in public hearings that were advertised and posted according to state law.**
- C. A neighborhood meeting was held by the applicant as required by ARS 9-462.03A on June 28, 2006 concerning their application.**
- D. The purpose of the Use Permit is to allow for the operation of a cremation retort.**
- E. The proposed use will not constitute a threat to the health, safety, welfare or convenience to the general public and should be approved.**

The Common Council of the Town of Camp Verde hereby approves UP 2006-02 for the purpose of operating a cremation retort for a period of 10 years.

PASSED AND ADOPTED AT A REGULAR SESSION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA ON JULY 26, 2006.


Tony Gioia, Mayor

Date: 7.27.06

Attest: 
Deborah Barber, Town Clerk

APPROVED AS TO FORM:


Town Attorney



RESOLUTION 2009-771

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA APPROVING USE PERMIT 2009-02, FOR PARCEL 403-17-006K TO ALLOW THE FOR THE FOLLOWING PRIVATE GROUP ACTIVITIES TO BE CONDUCTED ON THE 64.75 ACRES OF JACKPOT RANCH CURRENTLY ZONED RCU-2A:

- 1. CORPORATE, SPIRITIAL AND GOVERNMENTAL RETREATS;**
- 2. HORSE MOTEL WITH BED & BREAKFAST AVAILABILITY FOR OWNERS;**
- 3. OTHER MISCELLANEOUS GROUP ACTIVITIES THAT WOULD INCLUDE WEDDINGS, FAMILY REUNIONS, GROUP PICNICS, YOUTH RETREATS, CHARITABLE & CIVIC EVENTS AND HORSEMANSHIP CLINICS.**

THE LOCATION OF THE RANCH IS AT 2025 W. RESERVATION LOOP ROAD.

The Common Council of the Town of Camp Verde hereby resolves as follows:

I. The Common Council hereby finds as follows:

- A. A request for approval of Use Permit 2009-02 was filed by Mr. Bill Moore, agent, for Shuster Foundation, owners of Jackpot Ranch.**
- B. The request was reviewed by the Planning and Zoning Commission on May 7, 2009 and by the Common Council on May 27, 2009 in public hearings that were advertised and posted according to state law.**
- C. A neighborhood meeting was held April 21, 2009 by the applicant to provide for citizen review pursuant to ARS § 9-462.03 and as required by Town of Camp Verde Ordinance Section 113.**
- D. The purpose of the Use Permit is to allow the Jackpot Ranch to conduct various private group events as stated above on parcel 403-17-006K located on Reservation Loop Road.**
- E. The proposed use will not constitute a threat to the health, safety, welfare or convenience to the general public and should be approved and the Council hereby finds that the use covered by the Use Permit and the manner of its conduct will not be detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood or to the public welfare generally, and the use will be in conformity to the conditions, requirements and standards of the Town Code.**

II. The Common Council of the Town of Camp Verde hereby approves UP 2009-02 for a period of five (5) years for the purpose of allowing Jackpot Ranch to conduct various private group activities on parcel 403-17-006K with the following stipulations:

1. All events are to end by 10:00 PM.
2. Four (4) large events of 300 people (maximum) are allowed per year with an unlimited amount of events allowed for 150 people or less.
3. Notification will be made to the neighbors, Community Development Department and the Marshal's Office with the dates and times for any activity or event that will have amplified sound or more than 200 participants.
4. The sound from amplified music must be minimized utilizing all of the following methods: A. Decibel Monitoring; B. Deflection of sound through the use of barriers; C. Aligning speakers in a location that would direct the sound away from the closest neighbors.
5. The building for the proposed Horse Motel and 2nd story Bed & Breakfast accommodations for the owners must be modified to meet Commercial Group R1 (hotel) Building Code Standards and any other applicable regulations before the proposed use may be initiated.
6. A minimum of (4) handicap spaces must be provided for in the total parking areas with one of those spaces to be van accessible and each handicap parking space is to be marked with a handicap sign.
7. All nonconforming outdoor lighting is to be extinguished between 12AM and sunrise by an automatic shut off device per Section 120 L.2. of the Planning and Zoning Ordinance.
8. All building modifications must be permitted, completed and a Certificate of Compliance and Business License issued by the Town before any of the approved activities may be conducted in the modified facilities.
9. This permit will be for a period of five years and can be considered for renewal.

**PASSED AND ADOPTED AT A REGULAR SESSION OF THE COMMON COUNCIL
OF THE TOWN OF CAMP VERDE, ARIZONA ON May 27, 2009.**



Tony Gioia, Mayor

Date: 5/29/09

Attest: 

Deborah Barber, Town Clerk

APPROVED AS TO FORM:



Town Attorney



RESOLUTION 2014-919

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, YAVAPAI COUNTY, ON USE PERMIT 20140060, AN APPLICATION SUBMITTED BY MR. BILL MOORE, AGENT FOR THE SHUSTER FOUNDATION, OWNER OF JACKPOT RANCH LOCATED ON THE FOLLOWING PARCELS: 403-17-006K 64.75 ACRES AND 403-18-001H 2.43 ACRES AND 403-18-107C 4.94 ACRES FOR A TOTAL OF 72.12 ACRES. THE FOLLOWING PROPOSED USES ARE FOR THE ENTIRE 72.12 ACRES INCORPORATING ALL THREE PARCELS: HORSE MOTEL, CORPORATE, SPIRITUAL AND GOVERNMENTAL OVERNIGHT RETREATS, GROUP ACTIVITIES WHICH WOULD INCLUDE; WEDDINGS, FAMILY GATHERINGS, GROUP PICNICS, EQUESTRIAN EVENTS, CHARITABLE AND CIVIC EVENTS, ICE SKATING RINK AND MOBILE WESTERN TOWN LOCATED AT 2025 W. RESERVATION LOOP RD. MEETING FACILITY WITH KITCHEN & OUTDOOR ASSEMBLY AREA LOCATED AT 1879 W. CIMMARON DR.

The Common Council of the Town of Camp Verde hereby resolves as follows:

1. The Common Council hereby finds as follows:

- A. A request for approval of Use Permit 20140060 was filed by Mr. Bill Moore Agent for the Shuster Foundation owner of parcels 403-17-006K, located at 2025 W. Reservation Loop Rd., 403-18-107C location is vacant land with no address assigned & 403-18-001H located at 1879 W. Cimarron Dr. These parcels are zoned RR (Rural Residential) and the proposed uses are permitted under such zoning with a Use Permit.
- B. The request was reviewed by the Planning and Zoning Commission on April 03, 2014 and by the Common Council on April 23, 2014 in public hearings that were advertised and posted according to state law.
- C. A neighborhood meeting was held on March 18, 2014 by the applicant to provide for citizen review pursuant to ARS § 9-462.03 and as required by the Town of Camp Verde Planning & Zoning Ordinance, Part 6, Section 601 (Zoning Decisions) A.3.a-e.
- D. The purpose of the use will not constitute a threat to the health, safety, welfare or convenience to the general public and should be approved and the Council hereby finds that the uses covered by the Use Permit and the manner of its conduct will not be detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood or to the public welfare generally and the uses shall be in conformity to the conditions, requirements and standards of the Town Planning & Zoning Code.

The following proposed stipulations would be in place:

- All Events are to end by 10:00 pm.
- Up to Six (6) large events (defined as 300 or more people) are allowed per year.
- Notification will be made to the neighbors, Community Development Department, Camp Verde Fire District and the Town Marshal's Office with the dates and times for any activity or event that will have 300 or more participants.

- The sound from amplified music must be minimized utilizing all of the following methods: A) Decibel Monitoring; B. Deflection of sound through the use of barriers; C. Aligning speakers in a location that would direct the sound away from the closest neighbors.
- All building modifications must be permitted, completed and a Certificate of Compliance issued by the Town before any of the approved activities may be conducted in new or modified facilities. A time limit to meet all compliance issues being 180 days after Use Permit approval or as determined by the Building Official as based on the owners progress of completion.
- The Use Permit requires the Octagon building which has been converted from a single family residence to a meeting and reception area to be properly permitted, with as built plans submitted by an Arizona Registered Design Professional including wet seal stamp on the as built plans certifying that the plans were followed, along with a list of all contractors, including Registrar of Contractors license numbers who performed the conversion work.
- The Use Permit requires the garage which has been converted from a utility building into a commercial kitchen to be properly permitted, with as built plans submitted by an Arizona Registered Design Professional including wet seal stamp on the as built plans certifying that the plans were followed, along with a list of all contractors, including Registrar of Contractors license numbers who performed the conversion work.
- The Use Permit requires the existing tree house to be properly permitted, with as built plans submitted by an Arizona Registered Design Professional including wet seal stamp on the as built plans certifying that the plans were followed.
- For all events over 300 or more people, and Event Plan will be submitted to the Community Development Department, Camp Verde Fire district and the Town Marshal's Office. The Event Plan shall include, but not limited to, a detailed description of what precautions and actions will be followed for the specific event in order to address the following critical concerns: Event Hours, Traffic Control Plan, Parking, Noise, Dust Abatement, Trash Service in the event and in the neighborhood, Sanitation, Security, and Emergency Services.

Maximum number events per calendar year based on number of visitors at each event. The number of authorized events in each calendar year is cumulative (e.g. in one calendar year an unlimited number of events with attendees of less than 50 could be held, plus two events with attendance between 300-499 could be held, and one event with attendance between 1250-1499 could be held.)

<u>Number of visitors</u>	<u>Number of events</u>
1-49	unlimited
50-149	25
150-299	4
300-499	2
500-749	1
750-999	1
1000-1249	1
1250-1499	1

This parking table will be utilized in determining appropriate parking for all events of 300 or more people:

Daily Visitors to Ranch	Maximum Estimate # of Vehicles	On-site Parking (including 10 handicap)	Off-Site Parking	On-Site Temporary Parking	Shuttle Service
0-250	150	212	N/A	N/A	N/A
250-500	300	212	N/A	N/A	N/A
500-700	450	212	260 +/-	815	N/A
750-1000	600	212	260 +/-	815	Possible
1000-1250	750	212	260 +/-	815	Possible
1250-1499	900	212	260 +/-	815	Possible

- **Mobile Western Town**

To include structures which will either be mounted on trailers or capable of being removed within a matter of hours:

Horseback Trails, Pellet gun shooting gallery, Cantina, Pony Express Depot, Cottonwood Gulch Jail, Livery Stable, Blacksmith Shop Pavilion, Catering trailer and Mineshaft with Gold Panning.

In the event that the applicant is unable to proceed with the above referenced facilities due to floodway considerations or any reason whatsoever, the following basic activities may be substituted to occur in the area down by the river (with or without any new structures): a) campfire subject to county/town burn restrictions, b) cowboy activities and games such as trick roping, tomahawk toss, horseshoes, gun spinning, etc., c) an area to picnic or eat meals likely on picnic tables, and d) non-amplified entertainment such as acoustic guitar, etc.

All of the requested uses to continue with no time limit, but are subject to the requirements of Part 6, Section 601 (Zoning Decisions), C. 1 & 2 of the Town of Camp Verde Planning & Zoning Ordinance.

PASSED AND ADOPTED AT A REGULAR SESSION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA ON May 28, 2014.


Charles German, Mayor

Date: 6-11-2014

Approved as to form: 
Town Attorney

Attest: 
Deborah Barber, Town Clerk



RESOLUTION 2016-955

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ON USE PERMIT 20150388, AN APPLICATION SUBMITTED BY MR. REG DESTREE OF DESTREE DEVELOPMENT, AGENT FOR 407-09-011 SOUTH PROPERTY LLC, OWNER OF PARCEL 407-09-160A, WHICH IS 10.00 ACRES. THE PROPERTY OWNER IS REQUESTING A USE PERMIT TO PLACE AN EIGHTY FOOT (80'), MULTI-CARRIER, MONOPOLE, WIRELESS TOWER, OWNED BY SBA COMMUNICATIONS, ON PARCEL 407-09-160A, LOCATED IN CAMP VERDE, YAVAPAI COUNTY, ARIZONA. A TRANSMITTER STATION AND TOWER FOR AUTOMATIC TRANSMITTING IS AN ALLOWED USED UNDER THE M1 (INDUSTRIAL: GENERAL) ZONING DISTRICT IN THE CURRENT PLANNING AND ZONING ORDINANCE WITH A USE PERMIT. ALL USE PERMIT APPROVALS FOR A NEW WIRELESS COMMUNICATION FACILITIES, IF GRANTED, SHALL BE GRANTED FOR A MAXIMUM PERIOD OF TEN (10) YEARS.

The Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona do hereby resolve as follows:

1. The Common Council hereby finds as follows:

1. A request for approval of Use Permit 20150388 was filed by Mr. Reg Destree of Destree Development, agent for 407-09-011 South Property LLC, owner of parcel 407-09-160A, located in Camp Verde, Arizona, to allow for a Wireless Communication Facility (Wireless Tower) owned by SBA Communications, to be constructed on parcel 407-09-160A.
2. Per Part Eight – Wireless Communication Facility Regulations, Section 809 – Use Permit Applications, of the Town of Camp Verde Planning & Zoning Ordinance, any new wireless communication facility that exceeds ten (10) feet above the maximum height allowed in the density district, or does not meet all of the criteria to be allowed in the Administrative review processes, shall require a Use Permit per Section 809, Paragraph One.
3. The request was reviewed by the Planning & Zoning Commission on February 4, 2016 and by the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona on February 24, 2016 in public hearings that were advertised and posted according to state law.
4. A neighborhood meeting was held on January 13, 2016 by the applicant to provide for citizen review pursuant to ARS §9-462.03 and as required by the Town of Camp Verde Planning & Zoning Ordinance, Part Six, Section 601 – Zoning Decisions, Subsection A. – Zoning Ordinance Amendment Applications and Hearings, Item 3.a.e. This meeting also met the requirements of Part Eight – Wireless Communication Facility Regulations, Section 806 – Application Submittal and Review, Item 1.h of the Town of Camp Verde Planning & Zoning Ordinance.
5. The purpose of the Use Permit is to allow for a Wireless Communication Facility (Wireless Tower) on a portion of parcel 407-09-160A, as specified on the submitted site plan for this project with a required time limit of ten (10) years with Council review after five (5) years with the following conditions of approval as required in Part Eight – Wireless Communication Facility Regulations, of the Town of Camp Verde Planning & Zoning Ordinance:

1. The Wireless Tower will be an eighty foot (80'), multi-carrier, monopole design.
2. The Wireless Tower and all attached equipment will be painted with a low reflective, flat gray, paint.
3. The Wireless Tower will meet all requirements of Part Eight – Wireless Communication Facility Regulations of the Town of Camp Verde Planning & Zoning Ordinance.
4. The applicant will submit the Reclamation Plan and Reclamation Cost Estimate, as required by Part Eight – Wireless Communication Facility Regulations, Section 810 – Reclamation Plan, of the Town of Camp Verde Planning & Zoning Ordinance, to the Community Development Department once Use Permit approval has been provided by the Town Council. Additionally, the building permit will not be issued to the applicant until staff has approved the Reclamation Plan and Financial Assurances in a form as allowed by the Town. In Section 810 of the Town of Camp Verde Planning & Zoning Ordinance, a yearly increase of the Financial Assurances in the amount of 8% of the reclamation cost estimate is required. This 8% per year increase shall apply throughout the full term of the Use Permit. In order to simplify the Financial Assurance process, the Town has allowed a one-time increase for the total number of years the Use Permit is approved for.

An example would be as follows:

- Use Permit term is for 10 Years
 - $8\% \times 10 \text{ Years} = 80\%$
 - The total Financial Assurance would then be $100\% + 80\% = 180\%$ of the Reclamation Cost Estimate
6. The purpose of the use will not constitute a threat to the health, safety, welfare or convenience to the general public and should be approved; and the Council hereby finds that the uses covered by the Use Permit and the manner of its conduct will not be detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood or to the public welfare generally, and the uses shall be in conformity to the conditions, requirements and standards of the Town of Camp Verde Planning & Zoning Ordinance.
 7. The Waiver of Diminution of Value Claim has been signed by the owner and is attached as Exhibit A.
 8. The Site Plan is attached as Exhibit B and indicates the approved uses of the Use Permit.

The Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona do hereby approve Use Permit 20150388 for a period of ten (10) years, with Council review after five (5) years, subject to the limitations of Part Six, Section 601 – Zoning Decisions, Subsection C – Use Permit Approvals, Item 2, for the purpose of installing and operating a Wireless Communication Facility (Wireless Tower) on parcel 407-09-160A, with the following findings:

1. The use of this property shall be operated and maintained in a manner consistent with the general provisions of the Town of Camp Verde Planning & Zoning Ordinance per Part Two, Section 203 – Use Districts, Subsection J. M1 District (Industrial: General), Item 3 – Uses and Structures Subject To Use Permit, Line B. Transmitter stations and towers for automatic transmitting, and per Part Eight – Wireless Communication Facility Regulations.

2. Per Part Eight, Section 802 – General Provisions, Item 1 – Camouflaging:
 - a. Improvements consisting of a wireless communication facility including tower structure, antennae and related electrical and mechanical equipment, shall, to the extent possible, use materials, colors, textures, screening, landscaping, and terrain to blend them into the natural and surround setting, unless subject to any applicable standards of the FAA.
 - b. The specific requirements for camouflaging will be determined on a case by case basis depending on the proposed location.
2. Per Part Eight, Section 802 – General Provisions, Item 2 – Collocation:
 - d. Proposed antenna facilities, including concealed antennas, shall be designed to accommodate not only equipment for the applicant's use, but also for the collocation for at least one additional wireless communications provider for every 30' of height proposed. The Town Council may reduce the required shared capacity, if a facility necessary to provide for such collocation, adversely alters the area's visual character.
3. Per Part Eight, Section 802 – General Provisions, Item 5, Equipment shall not generate noise levels that exceed 45 DBA Sound Pressure Level (SPL) on directly adjacent properties. This maximum sound level does not apply to generators used in emergency situations when the regular power supply is temporarily interrupted and noise made during the regular maintenance and upkeep of the facility and site.
4. Per Part Eight, Section 802 – General Provisions, Item 6 – Principal or Accessory Use, Antennas and towers may be considered either principal or accessory uses to the principal use of the property.
5. Per Part Eight, Section 802 – General Provisions, Item 7 – Setbacks:
 - a. Setbacks and separation distances shall be calculated and applied irrespective of municipal and county jurisdictional boundaries.
 - b. Tower facilities must be set back from any lot line a distance equal to at least 100 percent of the height of the tower unless a greater setback is required for the particular zoning district: i.e., the reclining length of any tower must be located on the lot so that in the case of collapse, the tower would be contained within the bounds thereof.
 - c. Tower facilities must be located no closer than 5,000 feet to residential areas.
 - d. Guys and accessory structures must satisfy the minimum zoning district setback requirements.
 - e. Facilities that are located on existing or replaced streetlights, traffic signal poles or electrical utility poles are exempt from any setback requirements.
6. Per Part Eight, Section 802 – General Provisions, Item 8, All wireless communication facilities shall be maintained in compliance with applicable state or local building codes under which they were constructed and any regulations of the FAA, the FCC, and any other federal government agency with the authority to regulate them or their components. If such Federal standards and regulations are changed, then the owners of the wireless communication facilities governed by this chapter, which are applicable to these new federal standards shall bring such towers and antennas into compliance with such revised standards and regulations within three months of the effective date of such standards and unless a different compliance schedule is mandated by controlling law. Wireless communications facilities that are not in compliance, shall be removed at the owner's expense if not brought into compliance within 30 days after written demand by the Town of Camp Verde.

7. Per Part Eight, Section 802 – General Provisions, Item 9, Wireless communications facilities shall be regulated and permitted pursuant to this section and shall not be regulated or permitted as essential services, public utilities, or private utilities.
8. Per Part Eight, Section 802 – General Provisions, Item 12, Camp Verde Fire District and Camp Verde Marshal's Office shall have access to the exterior and interior via keys or other method in case of emergency.
9. Per Part Eight, Section 804 – Prohibitions:
 1. Lighting; Towers shall not be artificially lighted, unless required by the FAA or other applicable authority. If lighting is required, the application shall contain a list of optional light devices and a statement of the reason for selection of the light device specified over each of the options.
 2. Signs; No signs shall be allowed at a facility with the exception of a single one (1) square foot sign providing emergency contact numbers for the facility.
 3. Wireless communication facilities shall not be installed in environmentally sensitive areas, including but not limited to any riparian or watercourse area.
10. Per Part Eight, Section 811 – Removal, Prior to building permits/zoning clearances being issued, and within 30 days of Town Council approval, financial assurances shall be posted by the applicant to assure the removal of the tower and return of the site to its previous state in the event the use is discontinued or abandoned. Towers and antennae shall be removed, at the owner's expense, if not used for a permanent use for 180 consecutive days unless this period is extended pursuant to this section. If the tower or antennae is not removed, after 180 consecutive days of disuse, the Town of Camp Verde may give notice that it will contract for removal within 30 days following written notice to the owner. Thereafter, the Town of Camp Verde may cause removal at the cost of the owner. An owner wishing to extend the time for removal or reactivation shall submit an application stating the reason for such extension. The Planning Director may extend the time for removal or reactivation up to 60 additional days upon a showing of good cause. Upon removal of the wireless telecommunications facility, the applicant will have seven calendar days to begin the reclamation plan approved with the original application. Financial assurances may be used by the Town of Camp Verde for any obligation not discharged by the owner.
11. Per Part Eight – Wireless Communication Facility Regulations, Section 806, Item 1.b, applications for administrative approvals and use permits for a wireless communication facility shall be subject to the procedures and requirements for use permits generally, except as modified in this section. Per Part Six, Section 601 – Zoning Decisions, Subsection C – Use Permit Approvals, Item 1.e the Use Permit is valid and operable only for the specific use as granted and subject to any specified time limit. No such use may be modified, changed, altered or increased in intensity, in any manner that conflicts with the Use Permit and/or required conditions of approval, without approval of a new Use Permit.

PASSED AND ADOPTED AT A REGULAR SESSION OF THE COMMON COUNCIL OF THE TOWN
OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ON MARCH 23RD, 2016.



Charles C. German, Mayor

3/24/2016

Date

Attest:



Virginia Jones, Town Clerk

Approved As To Form:



Town Attorney

CONSENT TO CONDITIONS/WAIVER FOR DIMINUTION OF VALUE

The undersigned is the owner of the parcel of land described in EXHIBIT A hereto that is the subject of the Use Permit for parcel 407-09-160A. I have reviewed the proposed conditions of Use Permit attached hereto as Exhibit B and by signing this document, the undersigned agrees and consents to all such conditions imposed by the Town of Camp Verde in conjunction with the approval of the Use Permit and waives any right to compensation for diminution in value pursuant to Arizona Revised Statutes § 12-1134 that may now or in the future exist as a result of the approval of the Use Permit.

In the event the above application is withdrawn, or the City denies the application, the City shall release the Owner from this waiver.

Dated this 10 day of MARCH, 2016

THOMAS L GRIFFITH

Owner

Owner

THOMAS L. GRIFFITH

Printed Name

Printed Name

Thomas L Griffith

Signature

Signature

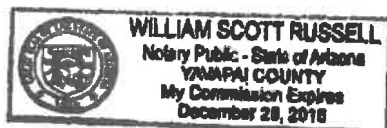
STATE OF ARIZONA)

County of YAVAPI)

On this 10th day of March, 20 16, before me, the undersigned Notary Public, personally appeared Thomas Griffith, who acknowledged that this document was executed for the purposes therein contained.

[Signature]
Notary Public

My Commission Expires: 12/25/2016



7599.2.98547B.1

3/9/2016

EXHIBIT A

Legal Description

LESSOR'S LEGAL DESCRIPTION (APN #: 407-09-180A)

PARCEL NO. 1:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 31, TOWNSHIP 15 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

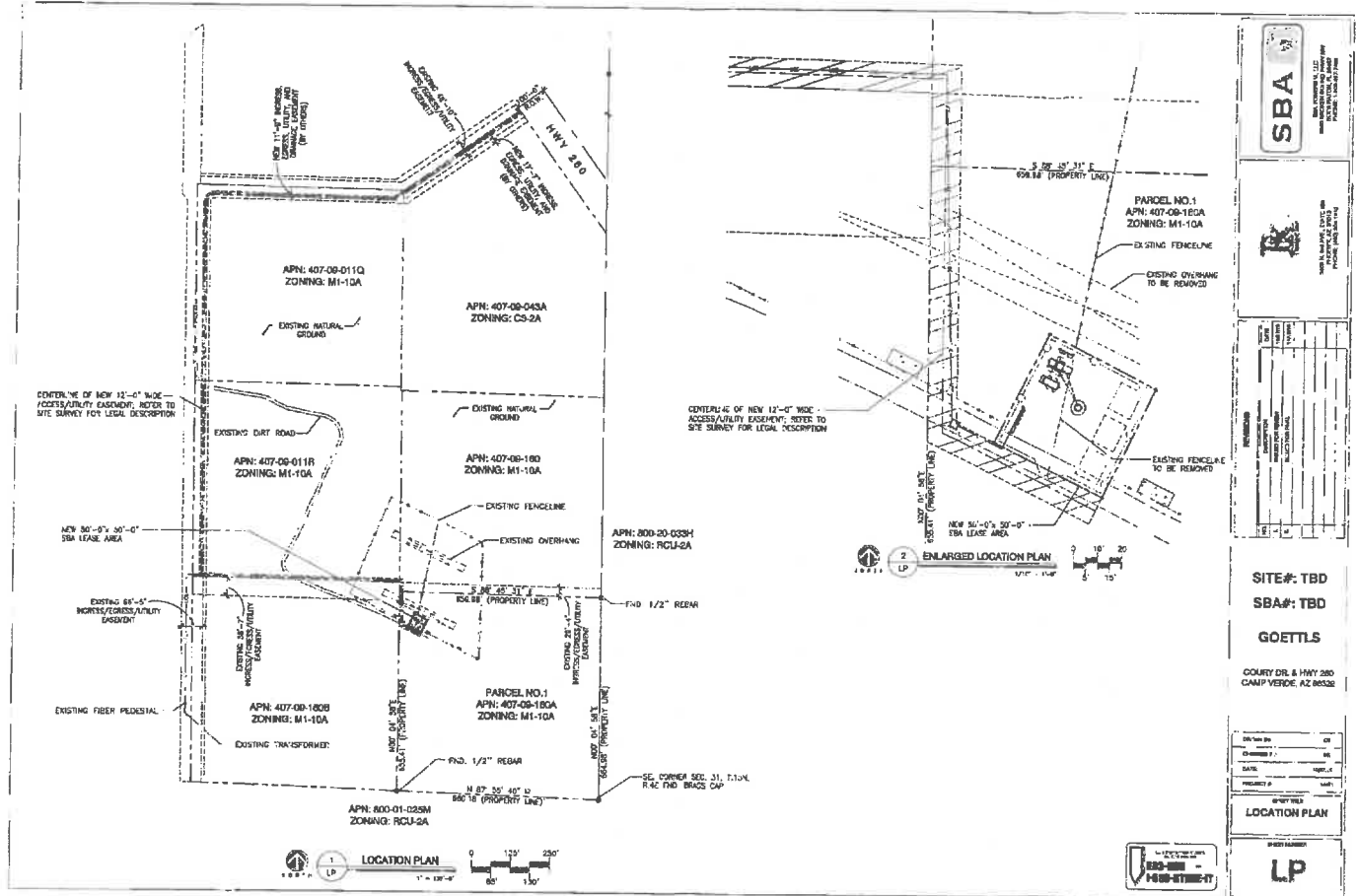
COMMENCING AT A BLM BRASS CAP MARKING THE SOUTHEAST CORNER OF SAID SECTION 31, FROM WHICH A BLM BRASS CAP MARKING THE NORTHEAST CORNER OF SAID SECTION 31 BEARS NORTH 00° 07' 26" EAST, A DISTANCE OF 6294.81 FEET; THENCE NORTH 87° 53' 32" WEST, ALONG THE SOUTH LINE OF SAID EAST HALF, A DISTANCE OF 600.18 FEET TO A 1/2 INCH REBAR WITH CAP "LS #19853"; THENCE NORTH 00° 07' 08" EAST, A DISTANCE OF 655.41 FEET TO A 1/2 INCH REBAR WITH CAP "LS#19853"; THENCE SOUTH 86° 43' 23" EAST, A DISTANCE OF 659.88 FEET TO A 1/2 INCH REBAR WITH CAP "LS#19853"; THENCE SOUTH 00° 07' 26" WEST, ALONG THE EAST LINE OF SAID SECTION 31, A DISTANCE OF 684.26 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ALL OIL, GAS, COAL AND MINERALS AS RESERVED IN DEED RECORDED IN BOOK 188 OF DEEDS, PAGE 417, RECORDS OF YAVAPAI COUNTY, ARIZONA.

7539.2.985478.1

3/9/2016

Exhibit B



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Meeting Date: May 6, 2026

Agenda Item Type:

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

Requesting Department: Public Works **Staff Resource:** Martin Smith, CIP Project Manager

Agenda Title: Discussion, consideration, and possible approval of Intergovernmental Agreement No. 26-0011535-I with the Arizona Department of Transportation for the Highway User Revenue Fund exchange of federal Surface Transportation Block Grant Program funds to construct the Verde Lakes Drive Sidewalk Improvements project.

Attached Documents:

- ADOT IGA No. 26-0011535-I

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: 03-480-20-804000
- 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 is advancing the Verde Lakes Drive Sidewalk Improvements Project, an infrastructure initiative intended to enhance pedestrian safety, accessibility, and overall mobility within a key corridor of the community. The project consists of the installation of vertical curb and gutter and a concrete sidewalk along the west side of Verde Lakes Drive, extending from State Route 260 to approximately 150 feet south of Dawn Drive. This segment of roadway currently lacks adequate pedestrian infrastructure, creating potential safety concerns for residents and visitors who travel through the area on foot. Completion of this project will provide a continuous, defined pedestrian pathway and improve separation between vehicular and pedestrian traffic.

Project design has been completed in-house by Town staff, representing a cost-effective use of internal resources and positioning the project to move efficiently into the construction phase. With design finalized, the Town has been actively coordinating with the Arizona Department of Transportation (ADOT) to identify and secure funding necessary to construct the improvements. Through this coordination, the Town has been programmed to receive \$738,644 in federal Transportation Improvement Program (TIP) funding.

While the availability of federal funding presents a valuable opportunity, it also introduces a number of significant regulatory requirements that can substantially increase both the cost and duration of project delivery. Federal-aid projects are subject to extensive oversight and compliance measures, including environmental studies and clearances, adherence to Davis-Bacon prevailing wage requirements, Buy



Town Council Agenda Information Memorandum

America procurement provisions, and strict federal design and construction standards. Additionally, federal funding is typically administered on a reimbursement basis, requiring the Town to front construction costs and navigate detailed documentation and reporting processes. Collectively, these requirements can consume a considerable portion of the project budget and extend project timelines, delaying the delivery of needed improvements to the public.

To address these challenges, staff is recommending that the Town pursue participation in the Arizona Highway User Revenue Fund (HURF) Exchange Program through the execution of an Intergovernmental Agreement (IGA) with ADOT. The HURF Exchange Program allows eligible local governments to exchange federal transportation funds for state HURF dollars, generally at a rate of approximately ninety cents on the dollar. In this case, the Town would exchange the \$738,644 in federal TIP funds for approximately \$664,780 in state funding.

Although this exchange results in a nominal reduction in total funding, the overall financial and operational advantages are substantial. By converting federal funds into state HURF funds, the project becomes exempt from most federal regulatory requirements. This exemption eliminates the need for costly and time-consuming environmental documentation, federal labor compliance measures, and procurement restrictions. It also allows the project to proceed under more flexible state and local standards, which are often better aligned with the scale and scope of community-level infrastructure improvements.

One of the most significant benefits of the HURF Exchange Program is the acceleration of project delivery. Without the need to satisfy federal requirements, the Town can move more quickly from design to construction, reducing delays and bringing the safety benefits of the project to the public sooner. In addition, the simplified administrative process reduces the burden on Town staff, allowing resources to be focused on project execution rather than compliance management.

From a fiscal perspective, the HURF Exchange is also advantageous. While the Town would receive approximately ten percent less in total funding, the avoided costs associated with federal compliance are expected to exceed this reduction. Expenses related to environmental clearance, specialized labor requirements, procurement complexities, and administrative oversight can significantly erode the effective value of federal funds. By eliminating these requirements, a greater proportion of the available funding can be directed toward actual construction activities, thereby maximizing the overall impact of the investment.

The program also improves cash flow by providing funding in phased allocations rather than strictly on a reimbursement basis. This reduces the financial strain on the Town during construction and simplifies project accounting. Furthermore, the ability to administer the project locally, without federal oversight, enhances efficiency and allows for more responsive decision-making throughout the construction process.

The Verde Lakes Drive Sidewalk Improvements Project meets all eligibility requirements for participation in the HURF Exchange Program. The Town of Camp Verde falls well below the population threshold of 200,000, the project is located on an eligible roadway within the federal-aid system, and it is included in the adopted Transportation Improvement Program. These factors make the project an ideal candidate



Town Council Agenda Information Memorandum

for the exchange program, which is specifically designed to assist smaller communities in delivering infrastructure projects without the disproportionate burden of federal compliance.

In evaluating the available options, it is clear that proceeding with the traditional federal-aid process would introduce unnecessary complexity, cost, and delay to a relatively straightforward infrastructure project. In contrast, the HURF Exchange Program offers a practical and efficient alternative that aligns with the Town's goals of fiscal responsibility, timely project delivery, and effective use of public resources.

For these reasons, staff recommends that the Town Council approve the Intergovernmental Agreement with ADOT to proceed with the HURF Exchange process. Approval of this agreement will enable the Town to move forward with construction of the Verde Lakes Drive Sidewalk Improvements Project in a manner that maximizes value, minimizes risk, and delivers meaningful safety improvements to the community in a timely and cost-effective manner.

Question(s) before the Council:

- Does Council have any questions for staff?

Proposed Motion:

I move to **APPROVE** IGA No. 26-0011535-I with ADOT for the HURF exchange of federal Surface Transportation Block Grant Program (STBGP) funds to construct the Verde Lakes Drive Sidewalk Improvements project.

OR

I move to **DENY** IGA No. 26-0011535-I with ADOT for the HURF exchange of federal Surface Transportation Block Grant Program (STBGP) funds to construct the Verde Lakes Drive Sidewalk Improvements project.

ADOT CAR No.: IGA 26-0011535-I
AG Contract No.: P0012026000225.
Project Location/Name: Verde Lakes
Drive Sidewalk Improvements Project
Type of Work: Roadway and Sidewalk
Enhancement
ADOT Project No.: T0735 01C
TIP/STIP No.: CVD 26-002C
ALN: 20.205 – Highway Planning and
Construction
Budget Source Item No.: HURF Exchange

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF CAMP VERDE

THIS AGREEMENT is entered into this date _____, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the “State” or “ADOT”) and the TOWN OF CAMP VERDE acting by and through its MAYOR and TOWN COUNCIL (the “TOWN” or the “Local Agency”). The State and the Local Agency are each individually referred to as a “Party” and are collectively referred to as “Parties.”

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-334 and § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by Arizona Revised Statutes § 9-240 to enter into this Agreement and has by resolution, if required, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The Local Agency desires to utilize HURF Exchange funding for the installation of concrete curb and gutter and concrete sidewalk along the west side of Verde Lakes Drive between State Route 260 (SR 260) to approximately 150' south of Dawn Drive, hereinafter referred to as the “Project.” The primary purpose of this Project is the improvement of the efficiency, reliability and safety of the traveling public.
4. The Project is located on a major collector on the federal aid system. The Northern Arizona Council of Governments (NACOG) has confirmed the Project’s eligibility for federal Surface Transportation Block Grant Program (STBGP) funds for areas with population of 200,000 or less according to the most recent annual population estimates produced by the Arizona Department of Administration.

5. All phases of the Project are programmed in the approved, fiscally-constrained portion of the applicable Transportation Improvement Program (TIP) as "HURF Exchange."
6. No phase of the Project has previously been funded with any category of federal aid funding.
7. No phase of the Project is currently programmed with any category of federal aid funding.
8. The Local Agency has represented to the State that it will be able to, and will, meet the schedule requirements of this Agreement.
9. The foregoing Recitals shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. DEFINITIONS AND ACRONYMS

Apportionments	Contract authority that represents federal funding available for obligation in each federal highway program. This funding is distributed by the federal government to states according to formula established in a Federal Authorization Act. Some apportionments, including STBGP apportionments, are suballocated to COG/MPOs by ADOT for programming.
Authorization	The approval by ADOT of the use of HURF Exchange funding for a Project phase.
Change in Scope	Any change to a project or project phase which increases the footprint or adds or decreases features to a project (i.e., pedestrian bridge, roundabout, traffic signal, etc.).
COG	Council of Governments
COG/MPO ledger	The COG/MPO federal aid funding ledger. This document reflects the authorization status of projects in the current federal fiscal year, apportionments and obligation authority, transfers and loans, available and lapsing funds. Ledgers are prepared by ADOT Financial Management Services (FMS) for each COG/MPO and posted monthly on ADOT's website.
Date of Authorization	The date on which the State approves the use of HURF Exchange funding for a Project phase. This is also the date on which HURF Exchange funded costs for the Project phase may begin to be incurred.
Eligible Costs	Costs directly associated with the design, acquisition or right of way, and construction of the Project, including necessary safety items. Other items required for the primary purpose of the Project, which is to improve the efficiency and safety of motor vehicle travel on the roadway, may be considered part of the Eligible Costs. These items may include utility relocation, sidewalks, the Americans with Disabilities Act (ADA) ramps and

	safety features.
Federal Highway Administration (FHWA)	A division of the US Department of Transportation specializing in highway transportation.
Final Voucher unit	FMS unit responsible for preparing a final project accounting for each Project.
Financial Management Services (FMS)	ADOT division responsible for Project funding, accounting, final vouchers, accounts receivable, accounts payable and other accounting and financial management functions.
HURF Exchange Project Forms	The following forms, in Attachment One, prescribed by ADOT to be used by Project Sponsors for HURF Exchange Projects, completed, approved and signed as required. 1. HURF Exchange Project Scoping Form 2. HURF Exchange Project Cost Estimate 3. HURF Exchange Project and Draw Schedule 4. HURF Exchange Draw and Final Reimbursement Invoice
HURF Exchange subfund	A State Highway Fund (SHF) subfund to which SHF monies are transferred for approved and authorized HURF Exchange projects.
IGA	Intergovernmental Agreement
Ineligible Costs	Costs which are not eligible. Ineligible Costs include, but are not limited to, the following: 1. Maintenance, which is scheduled or unscheduled work that is performed to preserve existing infrastructure, in reaction to an event (crash) or season (potholes), or work requiring regular recurring attention, such as fence repair, culvert cleanouts, etc. 2. Scoping. 3. Costs incurred prior to the date of finance authorization. 4. Any items outside of the Project right of way. 5. Relocation which is not directly and unavoidably caused by the HURF Exchange Project. 6. Betterments of utilities. 7. Any other costs which are not Eligible Costs as defined above.
Project Delivery and Operations (PDO)	ADOT division responsible for the management, design and construction of state and local transportation projects.
Maintenance	Scheduled or unscheduled work performed to preserve existing infrastructure, in reaction to an event (such as an accident) or season (such as potholes), or work requiring regular recurring attention, such as fence repair, culvert cleanouts, and other ongoing work.

Monthly Receipts and Expenditures Report	A monthly report prepared by the General Ledger unit of ADOT Financial Management Services reflecting receipts and expenditures by fund/sub-fund.
MPO	Metropolitan Planning Organization
Multimodal Planning Division (MPD)	ADOT division responsible for managing the planning of the statewide transportation network.
Obligation	The commitment of funding on a Project by ADOT, which occurs upon execution of a project authorization by ADOT Resource Administration.
Obligation Authority	The amount of Apportionments which may be obligated in a federal fiscal year. ADOT provides obligation authority, on a discretionary basis, to COGs/MPOs.
Project Sponsor	The Arizona city, town or county with which ADOT will enter into an IGA for the HURF Exchange Project.
Resource Administration	ADOT's Financial Management Services Resource Administration unit, which processes and obligates Project funding.
Substantial Completion	The Project is substantially complete when all of the following, as applicable, have occurred: 1. All lanes of traffic of the completed Project are finished and accepted and traffic can move unimpeded through the Project at the posted speed. 2. All signage is in place and accepted. 3. All guardrails, drainage devices, ditches, excavation and embankment have been accepted. 4. The only work left for completion is incidental, away from the paved portion of the road, and does not affect the safety or convenience of the traveling public.
Surface Transportation Block Grant Program (STBGP)	A category of funding under the federal aid highway program. The subcategories of STBGP applicable to the HURF Exchange program are the under 200,000 population categories.
TIP	Transportation Improvement Plan

III. SCOPE OF WORK

1. The Local Agency has represented to the State that it will be able to complete the Project phases according to the Funding Transfer and Authorization Schedule table below.

Funding Transfer and Authorization Schedule Table				
Project Phase(s) Programmed in TIP Intended as HURF Exchange	Fiscal Year Programmed	STBGP Apportionments and OA Charged to COG/MPO*	HURF Exchange Funding Credited to COG/MPO	Deadline to Submit Authorization Request to ADOT
Design				
Right of Way				
Construction	2026	\$738,645	\$664,780	May 15, 2026
Other:				
TOTAL				
*STBGP Apportionments <u>and</u> Obligation Authority will be charged to the COG/MPO at 100% of this amount.				

2. The State will:

a. Make the following funding transfers prior to the Authorization of each Project phase:

- (1) Transfer 100% of the applicable STBGP Apportionments and Obligation authority for the respective Project phase from the applicable COG/MPO to the State.
- (2) Transfer HURF Exchange funding to the COG/MPO in the amount of 90% of the applicable STBGP Apportionments and Obligation Authority for the respective Project phase.

These transfers will be made only after, and are conditioned upon, completion of the prior phase, if any, and receipt of an Authorization request and required documents for the phase to which the transfer applies.

- b. After completion of the above transfers for each Project phase, give Authorization, obligate HURF Exchange funding, and notify the Local Agency that the phase may be advertised, consultants or contractors may be selected, or work can begin.
- c. After receipt of the final itemized budget and Final Project Phase Amount for each Project phase, review and adjust the amount authorized and obligated in the State's accounting system, as necessary, to be equivalent to the Final Project Phase Amount.

If the Final Project Phase Amount is:

- (1) Less than the amount obligated for that phase, release any excess HURF Exchange Funding from the Project phase and return it to the COG/MPO for reprogramming.
 - (2) Greater than the amount of HURF Exchange Funding obligated, the Local Agency is solely responsible for the difference.
- d. Pay State Highway Funds to the Local Agency for Eligible Costs for each obligated Project phase as follows:

- (1) First 30% - Prior to the start of the Project phase and within 30 days approval of an invoice from the Local Agency.
 - (2) Second 30% - Within 30 days of approval of an invoice and copies of Project phase invoices received and paid by the Local Agency which demonstrate the work has progressed, or is progressing, to 30% completion.
 - (3) Third 30% - Within 30 days of approval of an invoice and copies of further Project phase invoices received and paid by the Local Agency which demonstrate the work has progressed, or is progressing, to 60% completion.
 - (4) Final 10% of each phase, except the final phase, will be reimbursed to the Local Agency by the State within 30 days of approval of invoice, copies of final Project phase invoices received and paid by the Local Agency which demonstrate the phase is completed. For the final phase, the final 10% will be reimbursed within 30 days of the completion of the Final Voucher. Upon payment of the final 10%, no further invoices will be accepted or paid.
- e. After each subsequent phase is authorized and upon payment of the final invoice from the Local Agency for the preceding phase, close the preceding phase in the State's accounting system and return any remaining funds to the applicable COG/MPO for reprogramming.
 - f. After all phases have been completed, conduct a final Project walk-through in conjunction with the Local Agency, and the applicable COG/MPO.
 - g. Prepare a Final Voucher for the Project upon completion of all phases, and return any remaining funds to the applicable COG/MPO for reprogramming.
3. The Local Agency will:
- a. Utilize the HURF Exchange Funding only for the Project and phase(s) which are the subject of this Agreement.
 - b. Adhere to the Project schedule in Section III.1.
 - c. Begin work, initiate selection of consultants or contractors or advertise the Project, as applicable, within 60 days of the Date of Authorization.
 - d. Approve and expend any funds required for the Project in excess of the HURF Exchange Funding to ensure the Project is successfully completed on schedule.
 - e. Pay the final 10% of Project costs, to be reimbursed by ADOT within 30 days of the completion of the Final Voucher.
 - f. Submit an Authorization request for each HURF Exchange Project phase to the ADOT Project Manager (PM) which includes the following documents, updated as necessary for each successive Project phase:

- (1) HURF Exchange Project Cost Estimate form;

- (2) HURF Exchange Project and Draw Schedule;
- (3) A map indicating the location, functional class and limits of the Project;
- (4) A copy of the TIP reflecting the HURF Exchange programming; and
- (5) Other documents as may be required by the State.

Include an invoice for first 30% progress payment with the Authorization request if the Project phase is being performed with the Local Agency's own forces.

- g. Within sixty (60) days of the selection of consultant or award of a contract for each Project phase, submit to the ADOT PM:
 - (1) The final Project phase scope with itemized costs;
 - (2) The final schedule, including the dates the work will start and end and the anticipated dates of each progress payment request; and
 - (3) The final itemized budget with Final Project Phase Amount.
- h. If the Final Project Phase Amount is greater than the amount of HURF Exchange Funding obligated, be solely responsible for the difference.
- i. Invoice ADOT for Eligible Costs for each obligated Project phase as follows using the HURF Exchange Draw and Final Reimbursement Invoice:
 - (1) First 30% - Prior to the start of the Project phase.
 - (2) Second 30% - A minimum of 30 days but not more than 60 days prior to when the funds will be required. The invoice must be accompanied by documents which demonstrate the work has progressed, or is progressing, to 30% completion including:
 - i. Copies of Project phase invoices, pay requests, estimates and other cost records received by the Local Agency and indicating payment status, or, if the Local Agency is performing the work with its own forces, a summary of costs expended, and
 - ii. A status report related to the Project phase schedule.
 - (3) Third 30% - A minimum of 30 days but not more than 60 days prior to when the funds will be required. The invoice must be accompanied by documents which demonstrate the work has progressed, or is progressing, to 60% completion, including:
 - i. Copies of further Project phase invoices, pay requests, estimates and other cost records received by the Local Agency and indicating payment status, or if the Local

Agency is performing the work with its own forces, a summary of costs expended, and

- ii. A status report related to the Project phase schedule.
 - j. After all phases have been completed, participate in the final Project walk-through in conjunction with ADOT and the COG/MPO as applicable.
 - k. Within 15 business days of Substantial Completion of the construction phase, notify the ADOT PM to schedule a final Project walk-through.
 - l. Within 60 days of completion of the construction phase, submit the close out package to the ADOT PM which includes:
 - (1) An invoice for the final 10%;
 - (2) Copies of warrants or checks reflecting total costs paid by the Local Agency for construction;
 - (3) The Project Acceptance letter from the Local Agency to the contractor; and
 - (4) A close-out letter to ADOT.
 - m. Be responsible for complying with any federal requirements applicable to the Project.
 - n. If the Local Agency files a condemnation action, the Local Agency shall request an order of immediate possession.
 - o. Repay all HURF Exchange payments to ADOT if the Project is not constructed within two years of the completion of design and obtaining all rights of possession of right of way parcels. Upon receipt of an invoice from ADOT, the Local Agency shall pay the full amount within 30 days, as provided in paragraph III.4.d. of this Agreement.
 - p. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.
4. The Parties agree:
- a. The HURF Exchange program is offered at ADOT's discretion. ADOT reserves the right to discontinue the HURF Exchange program at any time. Such termination will not affect the validity of this Agreement.
 - b. A Fully Executed IGA does not guarantee funding or constitute permission to begin work. The Local Agency must request and receive Authorization and a Notice To Proceed from the ADOT PM for each Project phase in advance of starting work.
 - c. No Change in Scope is authorized under this Agreement. If the Local Agency desires a Change in Scope, a formal amendment to the Agreement is required, signed by both Parties.

- d. If the construction phase is not complete within two years from the completion of design, or if all phases of the Project are not completed within three years from the date of the initial financial authorization of the first HURF Exchanged funded phase, whichever is earlier, this Agreement will terminate and the Local Agency will be required to repay all HURF Exchange advances and reimbursements received to date.

The two year period will be calculated as two years from the date the close out letter for the design phase was received by ADOT. Termination under this section will be executed as follows:

- (1) Thirty days prior to termination, the State will send a letter to the Local Agency and the ADOT PM, indicating:
 - i. The close out package required in section III.3.l. was not received by ADOT within two years of the completion of design or three years from the date of the initial financial authorization of the first HURF Exchanged funded phase, whichever is earlier; and
 - ii. The steps necessary to avoid termination of this Agreement.
- (2) If the close out package is not received by ADOT within 30 days of the date of the letter:
 - i. Any funding remaining on the Project will be de-obligated and returned to the respective COG/MPO for reprogramming on another Project;
 - ii. No further invoices will be accepted from, and no additional payments will be made to, the Local Agency for the Project; and
 - iii. The Local Agency must repay to ADOT all funds which have been previously paid by ADOT under this Agreement, including all current and previous phases.
 - iv. The State will send an invoice to the Local Agency for all HURF Exchange Funding advanced or reimbursed for each phase of the Project with the due date by which such funds must be repaid to ADOT.
- e. Expenditures incurred prior to the Date of Authorization of the applicable phase are not eligible for HURF Exchange.
- f. The amount obligated for each Project phase will be adjusted to the Final Project Phase Amount.
- g. If there is no billing activity in the State's accounting system for 180 days, the Local Agency shall provide documentation which justifies the Project phase is still active to the State within 10 days of request. If the Local Agency cannot demonstrate such justification, the Project phase will be de-obligated as follows:
 - (1) Thirty days prior to de-obligation, the State will send an email to the Local Agency and ADOT PM, providing notification of the funds available on the Project phase,

number of days since the last billing activity in the State's accounting system and the steps necessary to remove the Project phase from pending de-obligation status.

- (2) If the Project phase is not closed or billing activity generated within 30 days of the date of the email, any remaining funding will be de-obligated and returned to the respective COG/MPO for reprogramming on another Project. No further invoices will be accepted from, and no additional payments will be made to, the Local Agency for the applicable Project phase.
 - (3) Upon de-obligation of funds from the inactive Project phase, ADOT will send a letter to the Local Agency with notification of the date of de-obligation, the treatment of the de-obligated funds and, if applicable, an invoice for any funding which must be repaid to ADOT with the due date(s).
- h. All HURF Exchange submissions and invoices are to be submitted to the assigned ADOT PM.
 - i. Any HURF Exchange funds de-obligated or released from Project phases will be returned to the applicable COG/MPO for reprogramming.

IV. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to this Agreement will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until all payments contemplated under the Agreement have been made, unless specifically otherwise contemplated in this Agreement.
4. Cancellation. This Agreement may be canceled at any time prior to the exchange of any HURF funds and after 30 days written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the HURF Exchange Program will no longer be available for use by the Local Agency for this Project.
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in

connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.

6. Liability. ADOT assumes no liability or financial responsibility for HURF Exchange Projects. The Local Agency is solely responsible for complying with all applicable laws, rules and regulations, for any additional funding required to complete the Project and for any claims due to delays, change orders or any other circumstances.
7. HURF Exchange Funds. ADOT reserves the right to refuse to enter into further HURF Exchange transactions with the Local Agency if the Local Agency owes repayment of previous HURF Exchange funding or has misused HURF Exchange funds.
8. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
9. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.
10. Records. The Local Agency is required to retain all records related to a HURF Exchange Project for a period of five years after the date of the final payment of HURF Exchange funding from ADOT.
11. Audit. All HURF Exchange Projects are subject to audit. The State may refer Projects to the State Auditor General or ADOT's Internal Audit unit in cases of suspected misuse of HURF Exchange funding.
12. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act of 1964.
13. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination".
14. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.
15. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

16. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
17. Anti-Discrimination. The Local Agency must comply with all applicable anti-discrimination laws and regulations.
18. Contractor Certifications. The Local Agency shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
19. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
20. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
 Joint Project Agreement Section
 205 S. 17th Avenue, Mail Drop 637E
 Phoenix, AZ 85007
JPABranch@azdot.gov

Town of Camp Verde
 Attn: Martin Smith
 395 S. Main Street
 Camp Verde, AZ 86322
 928.554.0822
martin.smith@campverde.az.gov

For Project Administration:

Arizona Department of Transportation
 Local Public Agency Section
 205 S. 17th Avenue, Suite 291
 Phoenix, AZ 85007
 602.712.4173

Town of Camp Verde
 Attn: Martin Smith
 395 S. Main Street
 Camp Verde, AZ 86322
 928.554.0822
martin.smith@campverde.az.gov

For Financial Administration:

Arizona Department of Transportation
 Financial Management Services, Resource
 Administration
 205 S. 17th Avenue, Mail Drop 200B
 Phoenix, AZ 85007

Town of Camp Verde
 Attn: Martin Smith
 395 S. Main Street
 Camp Verde, AZ 86322
 928.554.0822
martin.smith@campverde.az.gov

21. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.
22. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.

23. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

TOWN OF CAMP VERDE

By _____ Date _____
MARIE MOORE
Mayor

ATTEST:

By _____ Date _____
LEAH RHODES
Town Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the Town of Camp Verde, an agreement between public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 9-240 and declare this Agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By _____ Date _____
Town Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____ Date _____
MATT MOUL, PE
Project Delivery and Operations
Division Director

This Agreement between public agencies, the State of Arizona and the Town of Camp Verde, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954, A.R.S. § 28-334 and § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

IGA 26-0011535-I
ATTACHMENT ONE
(Cover Sheet)

HURF EXCHANGE PROJECT FORMS

1. HURF Exchange Project Scoping Form
2. HURF Exchange Project Cost Estimate
3. HURF Exchange Project and Draw Schedule
4. HURF Exchange Draw and Final Reimbursement Invoice

HURF Exchange Project Scoping Form				
Note: The Project Scoping Form, Project Cost Estimate and Project and Draw Schedule forms (all contained in this file) must be completed and submitted with the project initiation request. Each phase requires advanced authorization by ADOT. HURF Exchange funding may not be combined with federal aid.				
INSTRUCTIONS: This form is required to accompany a HURF Exchange Project Initiation request.			Enter information into GREEN CELLS	
PROJECT INFORMATION (information provided in this section will auto-populate to the Project Cost Estimate and Draw Schedule tabs)				
Project Sponsor	Town of Camp Verde			
Sponsor Contact	Martin Smith, CIP Project Manager			
Contact Phone #	(928) 554-0822			
Contact Email	martin.smith@campverde.az.gov			
Project Name	Verde Lakes Drive Sidewalk Improvements Project			
Project Location	Camp Verde, AZ			
Functional Classification (select from	Major Collector			
Termini Begin/End	Verde Lakes Drive from SR260 to 150' south of Dawn Drive			
ADOT District (select from list)	North Central District			
ADOT USE ONLY				
ADOT Project Number (5 digit)		IGA Number		
Funding Information				
COG/MPO (select from list)	NACOG			
TIP Informtaion	Description	Design	Right of Way	Construction
	Year Programmed			2026
	TIP Number			CVD 26-002C
	HURF Exchange Amount			\$664,780.00
	Sponsor Amount			\$0.00
	Total Amount	\$0.00	\$0.00	\$664,780.00
Scope of Work Summary				
Delivery Method (select from list)	Advertise for bids			
Scoping document attached? (select from list)	No			
Major Items of Work (press Alt-Tab to create a new line; press Alt-Tab-Tab to create a new paragraph)	Installation of concrete curb & gutter and concrete sidewalk along the west side of Verde Lakes Drive between SR260 to 150' south of Dawn Drive. Work will include removal and replacement of at least 2' of asphalt along the edge of the road, coordination with APS to relocate 2 utility poles, and improve drainage flow through the project corridor.			

HURF Exchange Project Cost Estimate				
Note: The Project Scoping Form, Project Cost Estimate and Project and Draw Schedule forms (all contained in this file) must be completed and submitted with the project initiation request. Each phase requires advanced authorization by ADOT. HURF Exchange funding may not be combined with federal aid.				
INSTRUCTIONS: This form is required to accompany a HURF Exchange Project Initiation request. List all items necessary to develop and construct the project. The sponsoring agency is responsible for verifying all costs and their accuracy. Construction cost overruns will be the responsibility of the sponsoring agency.				Enter values into GREEN CELLS
PROJECT INFORMATION (fields below will be populated based on information entered on the Project Scoping Form tab)				
Project Sponsor	Town of Camp Verde			
Sponsor Contact	Martin Smith, CIP Project Manager			
Contact Phone #	(928) 554-0822			
Contact Email	martin.smith@campverde.az.gov			
Project Name	Verde Lakes Drive Sidewalk Improvements Project			
Project Location	Camp Verde, AZ			
Termini Begin/End	Verde Lakes Drive from SR260 to 150' south of Dawn Drive			
COG/MPO	Northern Arizona Council of Governments			
Design TIP Number	N/A			
Right of Way TIP Number	N/A			
Construction TIP Number	CVD 26-002C			
ADOT USE ONLY			ADOT Project Number	0
STAGE I – SCOPING (15% Preliminary Design)				
NOT ELIGIBLE FOR HURF EXCHANGE FUNDING				
STAGES II, III, IV and V - DESIGN				
DESIGN COSTS				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
PS&E's - Plans, Special Provisions, Cost Estimates & Schedules (10%-20% of construction cost.)	Lump Sum	1	\$0.00	\$0.00
GEOTECHNICAL INVESTIGATION (If a report is necessary, anticipate 5% of construction cost) Includes testing, Geotech Report, Materials & Pavement Design Report) Enter \$0 in Unit Price column if none required.	Lump Sum	1	\$0.00	\$0.00
DRAINAGE REPORT (If a report is necessary, anticipate 5% of construction cost) Enter \$0 in Unit Price column if none required)	Lump Sum	1	\$0.00	\$0.00
STORM WATER POLLUTION PREVENTION PLAN (Required if there is over 1 acre of total disturbance, 1% of construction cost) Enter \$0 in Unit Price column if none required.	Lump Sum	1	\$0.00	\$0.00
SUBTOTAL – PROJECT DESIGN COSTS				\$0.00
RIGHT OF WAY COSTS				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
RIGHT OF WAY , Costs for pre-acquisition activities (plans, title reports, appraisals, etc)	Lump Sum	1	\$0.00	\$0.00
RIGHT-OF-WAY ACQUISITION (if necessary)	Lump Sum	1	\$0.00	\$0.00
SUBTOTAL – RIGHT OF WAY COSTS				\$0.00

STAGE V – CONSTRUCTION				
SITE ACQUISITION & HARDSCAPE CONSTRUCTION				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
INSTALLATION OF STORMWATER POLLUTION PREVENTION MEASURES (If over 1 acre of disturbance, 5% of construction costs) <i>Enter \$0 in Unit Price column if area of disturbance is less than one acre.</i>	Lump Sum	1	\$25,000.00	\$25,000.00
SITE PREPARATION (Clearing and grubbing, plant salvage)	Lump Sum	1	\$25,000.00	\$25,000.00
DEMOLITION				
Sawcut	Linear Foot	2,401	\$3.50	\$8,403.50
Remove Structures and Obstructions	Lump Sum	0	\$0.00	\$0.00
Remove Fencing	Linear Foot	0	\$0.00	\$0.00
Remove Structural Concrete	Square Yard	0	\$0.00	\$0.00
Remove Asphaltic Concrete Pavement		595	\$28.00	\$16,660.00
Remove Concrete Sidewalks, Slabs		0	\$0.00	\$0.00
HAZARDOUS MATERIALS ABATEMENT (If applicable; include heavy metals & asbestos; 5% of construction cost) <i>Enter \$0 in Unit Price column if none required.</i>	Lump Sum	1	\$0.00	\$0.00
UTILITY RELOCATION (If necessary) Only the cost of utilities needing relocation as a direct result of the HURF Exchange project is eligible for HURF Exchange.	Lump Sum	1	\$40,000.00	\$40,000.00
RETAINING WALL (Concrete; SF of face above the footing)	Square Footage Facing	0	\$0.00	\$0.00
EARTHWORK				
General Excavation	Cubic Yard	182	\$47.00	\$8,554.00
Drainage Excavation		176	\$47.00	\$8,272.00
Structural Excavation		0	\$0.00	\$0.00
Structural Backfill		0	\$0.00	\$0.00
Borrow (In Place)		0	\$0.00	\$0.00
CURB & GUTTER	Linear Foot	1,740	\$37.00	\$64,380.00
ROADWAY/PAVING				
Milling	Square Yards			\$0.00
Paving	Tons	110	\$475.00	\$52,250.00
AGGREGATE BASE	Cubic Yard	102	\$150.00	\$15,300.00
PATHWAY OR SIDEWALK MATERIALS				
Concrete	Square Foot	6,325	\$32.00	\$202,400.00
Colored Concrete		0	\$0.00	\$0.00
Stamped Color Concrete		0	\$0.00	\$0.00
Precast Concrete Pavers		0	\$0.00	\$0.00
Asphaltic Concrete	Tons	0	\$0.00	\$0.00
Polymer or Resin Stabilized Surface	Square Foot	0	\$0.00	\$0.00
CROSSWALK ENHANCEMENT				
Concrete Pavers	Square Foot	0	\$0.00	\$0.00
Stamped Asphalt		0	\$0.00	\$0.00
Stamped Concrete		0	\$0.00	\$0.00
Concrete		0	\$0.00	\$0.00
Integral Color Concrete		0	\$0.00	\$0.00
PEDESTRIAN ADA RAMP	Square Foot	1,615	\$32.00	\$51,680.00
CULVERT EXTENSIONS	Linear Foot	0	\$0.00	\$0.00
SUBTOTAL - SITE ACQUISITION & HARDSCAPE CONSTRUCTION				\$517,899.50

OTHER CONSTRUCTION ITEMS (List line items)				
ITEM DESCRIPTION	UNIT (Lump Sum, Ton, etc.)	QUANTITY	UNIT PRICE	TOTAL
Remove and replace existing street signs	Each	8	\$650.00	\$5,200.00
Adjust existing drainage features	Lump Sum	1	\$8,000.00	\$8,000.00
Install curb termination per MAG Std. Det. 222	Each	13	\$200.00	\$2,600.00
Install bituminous tack coat	Linear Feet	4,147	\$2.50	\$10,367.50
Adjust water valve to finished grade	Each	2	\$1,250.00	\$2,500.00
Install driveway entrance per MAG Std. Det. 250-2	Square Feet	308	\$32.00	\$9,856.00
Install 6" compacted ABC driveway	Square Yards	66	\$22.00	\$1,452.00
Restore existing landscaping granite	Square Feet	1,246	\$26.00	\$32,396.00
SUBTOTAL - OTHER CONSTRUCTION LINE ITEMS				\$72,371.50
MOBILIZATION AND ADMINISTRATION COSTS				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
CONTRACTOR MOBILIZATION (Typically 8% of construction cost)	Lump Sum	1	\$12,500.00	\$12,500.00
TRAFFIC CONTROL (0-8% of construction cost)	Lump Sum	1	\$15,000.00	\$15,000.00
CONSTRUCTION SURVEY & LAYOUT (Typically 1% of construction cost)	Lump Sum	1	\$10,500.00	\$10,500.00
CONSTRUCTION CONTINGENCIES (Typically 5% of construction cost)	Lump Sum	1	\$20,000.00	\$20,000.00
CONSTRUCTION ADMINISTRATION Typically 20% of construction cost)	Lump Sum	1	\$20,000.00	\$20,000.00
SUBTOTAL – MOBILIZATION & ADMINISTRATION COSTS				\$78,000.00
TOTAL STAGE V COSTS (CONSTRUCTION)				\$668,271.00
TOTAL PROJECT COST				\$668,271.00
SUMMARY OF HURF EXCHANGE AND SPONSOR FUNDS				
The data below is automatically calculated based on the information entered above and the amount programmed in the TIP as entered on the Project Scoping Form.				
PHASE	HURF EXCHANGE FUNDS IN TIP	SPONSOR FUNDS	TOTAL	
TOTAL DESIGN	\$0.00	\$0.00	\$0.00	
TOTAL RIGHT OF WAY	\$0.00	\$0.00	\$0.00	
TOTAL CONSTRUCTION	\$664,780.00	\$3,491.00	\$668,271.00	
TOTALS	\$664,780.00	\$3,491.00	\$668,271.00	

Prepared by:

Name Martin Smith
 Title CIP Project Manager
 Company Town of Camp Verde
 Phone (928) 554-0822
 Email martin.smith@campverde.az.gov

HURF Exchange Project and Draw Schedules

Note: The Project Scoping Form, Project Cost Estimate and Project and Draw Schedule forms (all contained in this file) must be completed and submitted with the project initiation request. Each phase requires advanced authorization by ADOT. HURF Exchange funding may not be combined with federal aid.

INSTRUCTIONS: This form is required to accompany a HURF Exchange Project Initiation request. Enter the Estimated Completion Dates as requested for each Stage of Development and Construction. Also enter the Expected Draw Dates for these phases. Draw amounts for each phase are auto-calculated based on the amount programmed in the TIP as entered on the Project Scoping Form.

**Enter dates into
GREEN CELLS**

Project Information

(fields below will be populated based on information entered on the Project Scoping Form tab)

Project Sponsor	Town of Camp Verde
Sponsor Contact	Martin Smith, CIP Project Manager
Contact Phone #	(928) 554-0822
Contact Email	martin.smith@campverde.az.gov
Project Name	Verde Lakes Drive Sidewalk Improvements Project
Project Location	Camp Verde, AZ
Termini Begin/End	Verde Lakes Drive @ SR260 / Verde Lakes Drive 150' south of Dawn Drive
COG/MPO	Northern Arizona Council of Governments
Design TIP Number	N/A
Right of Way TIP Number	N/A
Construction TIP Number	CVD 26-002C

ADOT USE ONLY

ADOT Project Number

0

Project Development

Development Schedule		HURF Exchange Funding Draw Schedule		
Stage	Estimated Completion Date	Draw %	Amount	Expected Draw Date
Project Initiation	N/A	30%	\$ -	N/A
IGA Executed	N/A	30%	\$ -	N/A
Request for Authorization to ADOT	N/A	30%	\$ -	N/A
Authorization/Start of Work Phase	N/A	10%	\$ -	N/A
Stage II	N/A	Total	\$ -	
Stage III	N/A			
Stage IV	N/A			
Bid Ready	1/5/2026			

Right of Way

Acquisition Schedule		HURF Exchange Funding Draw Schedule		
Activity	Estimated Completion Date	Draw %	Amount	Expected Draw Date
Request for Authorization to ADOT	N/A	30%	\$ -	N/A
Authorization/Start of Work Phase	N/A	30%	\$ -	N/A
All Parcels Acquired By	N/A	30%	\$ -	N/A
		10%	\$ -	N/A
		Total	\$ -	

Construction

Construction Schedule		HURF Exchange Funding Draw Schedule		
Activity	Estimated Completion Date	Draw %	Amount	Expected Draw Date
Request for Authorization to ADOT	TBD	30%	\$ 199,434.00	4/30/2026
Authorization/Start of Work Phase	TBD	30%	\$ 199,434.00	5/30/2026
Bid Advertisement	4/6/2026	30%	\$ 199,434.00	6/30/2026
Bid Opening	5/14/2026	10%	\$ 66,478.00	7/15/2026
Bid Award	6/3/2026	Total	\$ 664,780.00	
Notice to Proceed to Contractor	6/15/2026			
Substantial Completion	10/30/2026			
Final Project Walk-through	11/8/2026			
Final Acceptance	11/15/2026			

**ARIZONA DEPARTMENT OF TRANSPORTATION
HURF EXCHANGE DRAW AND FINAL REIMBURSEMENT INVOICE**

COG/MPO:	Northern Arizona Council of Governmental (NACOG)		Project Phase:		
Local Entity:	Town of Camp Verde				
TIP ID Number:	CVD-26-002C				
Project Number:	T0735 01C				
Project Name/Location Description:	Verde Lakes Drive Sidewalk Improvements Project; Verde Lakes Drive @ SR260 / Verde Lakes Drive 150' south of Dawn Drive				
REMIT PAYMENT TO: (Entity Name and Address Project Sponsor)	Town of Camp Verde; Attn: Martin Smith, 395 S. Main Street, Camp Verde, AZ 86322				
Date Started:	Estimated Completion Date:	% Billed:	% Complete:		
	Expected Draw Date	Actual Draw Date	Actual Invoice Amount	Estimated Draw Amount	Actual Draw Amount
Draw # 1 (30%)	4/30/2026				
Draw # 2 (30%)	5/30/2026				
Draw # 3 (30%)	6/30/2026				
Draw # 4 (10% - Final Reimbursement)	7/15/2026				
SUMMARY OF WORK FOR WHICH PAYMENT IS REQUESTED					
Items	Description	Previous Accumulative Amount	Current Month	Accumulative Amount	
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Submitted By: _____			Date: _____	Total To Date	\$0.00
Approved By: _____			Date: _____	Total Previous Report	\$0.00
Approved By: _____			Date: _____	Current Report	\$0.00
Attachments: Invoices Status Reports					

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Town Council

Agenda Information Memorandum

Meeting Date: May 6, 2026

Agenda Item Type:

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

Requesting Department: Utilities – Water

Staff Resource: Utilities Director Lisa Vaughan and Finance Director Michael Showers

Agenda Title: Discussion, consideration, and possible approval of Resolution No. 2026-1215, authorizing the issuance of debt to support the Town's Water Infrastructure Financing Authority Land Acquisition and Well Project Loan for property located within the High View at Boulder Creek Planned Area Development.

Attached Documents:

- Resolution 2026-1215
- Northbound Highway 260 Production Wells CIP Sheet

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 10 minutes

Reviewed By:

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

Financial Review (if applicable):

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

Background Information:

In 2025, a WIFA loan application was submitted and approved for \$3,295,079 to purchase land within the High View Development and design and construct a well with arsenic treatment. This project is listed under CIP Sheet Northbound Highway 260 Production Wells Project. The WIFA Loan DW 036-2026 will consider Principal Forgiveness and be released to the Town once Debt Authorization, the final requirement, has been given.

As part of a WIFA Loan, the Town is required to provide Debt Authorization (see the attached resolution). The Debt Authorization will allow WIFA (the debtor) to initiate transactions and finalize settlement agreements with the Town (the Borrower) prior to issuing the Loan.

Question(s) before the Council:

- Does Council have any questions for staff?

Proposed Motion:

I move to **APPROVE** the Debt Authorization for the WIFA High View Land Acquisition and Well Project Loan as part of the WIFA application process to acquire the High View Land, design, and construct a well.



Town Council Agenda Information Memorandum

OR

I move to **DENY** the contract awarding.



RESOLUTION NO. 2026-1215

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, AUTHORIZING THE LOAN AGREEMENT WITH THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA, LOAN NO. DW 036-2026, TO PROVIDE AMOUNTS NEEDED BY THE TOWN RELATED TO LAND ACQUISITION AND WELL DESIGN AND CONSTRUCTION IN THE HIGH VIEW DEVELOPMENT ALONG WITH CERTAIN OTHER MATTERS NECESSARY FOR THE TRANSACTION; DELEGATING THE DETERMINATION OF MATTERS RELATING THERETO TO THE TOWN MANAGER AND THE FINANCE DIRECTOR OF THE TOWN; AND AUTHORIZING THE TAKING OF ALL ACTIONS NECESSARY FOR THE CONSUMMATION OF THE LOAN.

WHEREAS, the Mayor and Common Council of the Town of Camp Verde, Arizona (the “Town”), applied to the Water Infrastructure Finance Authority of Arizona (the “Authority”) for financial assistance in the form of a loan to assist in the acquisition of land and design and construction of a well within the High View Development, located off of State Route 260 and Boulder Creek Road and Aultman Parkway (the “Project”); and

WHEREAS, the Authority is authorized to issue loans to eligible entities for water supply development projects upon terms and conditions set forth in loan agreements; and

WHEREAS, the Authority approved a loan to the Town in the amount of three million two hundred ninety-five thousand and seven-nine dollars (\$3,295,079.00) for the Town’s Project identified as Loan DW 036-2026; and

WHEREAS, the Town certifies that the loan is financed with funding made available to the Authority under the Infrastructure Investment and Jobs Act, Division J, Title VI and the loan is not payable from secondary property tax revenue; and

WHEREAS, the terms and conditions through which the loan are made, and the obligations of the Town will be set forth in a loan agreement, which will be executed by the Town and the Authority to govern the funding; and

WHEREAS, the Town Council hereby desires to finance the loan agreement with the Authority in the amount of three million two hundred ninety-five thousand and seven-nine dollars (\$3,295,079.00);

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, THAT:

Section 1. The Manager, Finance Director, and Clerk of the Town are authorized to execute all documents and directed to take all such actions necessary and appropriate to refinance the loan agreement and consummate the transactions contemplated by this Resolution.

Section 2. If any section, paragraph, subdivision, sentence, clause or phrase of this Resolution is for any reason held to be illegal or unenforceable, such decision will not affect the validity of the remaining portions of this Resolution.

Section 3. All actions of the officers and agents of the Town including the Mayor and Common Council of the Town which conform to the purposes and intent of this Resolution and which further the execution and delivery of the loan documents related to the refinancing as contemplated by this Resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved.

Section 5. All formal actions of the Mayor and Common Council of the Town concerning and relating to the passage of this Resolution were taken in an open meeting of the Mayor and Common Council of the Town, and all deliberations of the Mayor and Common Council of the Town and of any committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements.

PASSED, APPROVED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, THIS 6th DAY OF MAY 2026.

.....
Marie Moore, Mayor

ATTEST:

.....
Leah Rhodes, Town Clerk

APPROVED AS TO FORM:

.....
Trish Stuhan, Town Attorney
Pierce Coleman, PLLC

TOWN OF CAMP VERDE

FY26 Capital Improvement Project

Project Title: *Northbound Highway 260 Production Wells*

FY26 Impact: \$225,000

5-Yr Project Cost: \$3,225,000

New Project or Rollover: *New*

Dept/Div: *Utilities*

Contact: *J. Low*

Requested by: *J. Low*

Date Completed: *2/13/24*

Project Summary:

Based on the Town Master Plan, the Town needs at least two additional well sites to increase water production. The well sites are needed to increase the overall water system production.

Location: Within High View PAD, APN 403-15-010B



Community Impact:

Town staff have been working with High View PAD to redevelop an existing 8-inch well site, construct a storage tank facility, and install arsenic treatment. The existing well will pump enough water for the buildout of the future development and is to be funded by the developer. Staff is working on the High View Development Agreement to acquire a 2-acre parcel to establish an additional 18-inch diameter well with arsenic treatment for the site.

Project Title: *Northbound Highway 260 Production Wells*

Operational Impact:

Impact on Staffing: Staff will need to review design; future construction as needed and manage the Water Infrastructure Authority Loan.

Impact on operational costs: Staff will need to maintain the new well, storage tank, arsenic treatment, and backup diesel generator.

Project Budget:

Fiscal	Activity / Segment	Timeline	Cost
FY26	Purchase 2 Acre Parcel for Well and Storage Tank Site	July – June	\$225,000
FY27			
FY28	Design and Install a New 18-inch Diameter Well at High View	July – June	\$1,500,000
FY29	Finalize Site Construction	July26 – Oct26	\$1,500,000
	Total		\$3,225,000

Estimated Annual Operational Impact – Cost/(Savings):

Starting Year	Category	Cost
FY29	Wages & ERE	\$20,000
FY29	Supplies and Electricity	\$60,000
	Total	\$ 80,000

Project Funding:

Tracking Fund: Water Fund

Funding Source: Development Agreement, Water Enterprise Fund/WIFA Loan.

Staff Rating Score:

Need	Cost/ Efficiency	Safety	Strategic Plan	Total Points
4.9	1.8	4.1	5.0	15.8

**Meeting Date:** May 6, 2026**Agenda Item Type:**

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

Requesting Department: Utilities – Wastewater **Staff Resource:** Utilities Director Lisa Vaughan

Agenda Title: Discussion, consideration, and possible approval of Change Order No. 1, in an amount not to exceed \$50,000, to address Arizona Department of Environmental Quality requirements and required submittals associated with resolving the Lagoon Notice of Violation.

Attached Documents:

- Change Order 1
- Contract No. 2025-214 Adams and Wendt Add Cost Request

Estimated Presentation Time: 10 minutes**Estimated Discussion Time:** 10 minutes**Reviewed By:**

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

Financial Review (if applicable):

- Funding Source / GL Account Number: Account 31-490-20-804020 & WIFA Grant
- Approved in the FY26 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☒ Yes ☐ No ☐ N/A ☐ Other:

Background Information:

An ADEQ Notice of Violation was issued to the Town Wastewater Utilities Division for contaminated soil found in the Wastewater Treatment Plant Lagoons that the Town was working to clean close. Adams and Wendt, Inc. were contracted to review, test, and provide a solution to ADEQ to address the Notice of Violation for \$100,000.

ADEQ approved the engineered solution, which required two areas within the west lagoon to be evacuated, tested, removed, and disposed by the end of July 2026. As part of ADEQ's requirements, Adams and Wendt, Inc. were to provide excavation oversight, sampling, testing, and reporting throughout the project and submit their findings with recommendation to remove the Notice of Violation for ADEQ final review prior to acceptance and approval. These additional ADEQ requirements were outside of the original contract with Adams and Wendt, Inc.

Adams and Wendt, Inc. requests an additional \$50,000 to cover the costs associated with ADEQ's requirements. This Change Order request would bring the total contract amount to \$150,000.

Town staff recommends Council consider approval of Change Order 1 for Adams and Wendt, Inc. to be able to oversee, sample, test, report, and provide necessary submittals to complete the ADEQ Notice of Violation in the amount not to exceed \$150,000.



Town Council Agenda Information Memorandum

Question(s) before the Council:

- Does Council have any questions for staff?

Proposed Motion:

I move to **APPROVE** authorizing Change Order 1 to the Adams and Wendt, Inc. Contract to not exceed \$50,000 to meet ADEQ requirements in completing the Lagoon Notice of Violation.

OR

I move to **DENY** this request.



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
www.campverde.az.gov

CHANGE ORDER

PROJECT: Environmental Services for the Town of Camp Verde Excavation Oversight and Sludge Drying Lagoon Characterization

TOCV Project No. 2025-214

Contract Date: September 2025

Change Order No: 1

TO: Adams and Wendt, Inc.
461 N. Gilbert Rd., Unit 1
Mesa, AZ 85203

Modify the Contract per the following Change Proposal Requests, which are attached to this Change Order.

Original CONTRACT PRICE	\$ 100,000.00
Original Owner's Allowance	\$ 0.00
Current Owner's Allowance adjusted by previous Change Order	\$ 0.00
Reduction to Owner's Allowance per this Change Order	\$ 0.00
Remaining Owner's Allowance	\$ 0.00
Current Contract Price adjusted by previous Change Order	\$ 100,000.00
The Contract Price due to this Change Order will be (<u>Increased</u>) (Decreased) by:	\$ 50,000.00
The new Contract Price, including this Change Order will be:	\$ 150,000.00

The Contract Time to Substantial Completion will be (increased) (decreased) by N/A calendar days.

The Contract Time to Final Completion will be (increased) (decreased) by N/A calendar days.

The date for Substantial Completion of all Work will be TBD

The date for Final Completion of all Work will be TBD

Approved for Consultant by: _____ Date: _____

Approved for Owner by: _____ Date: _____



Reason for Change Order

The Town of Camp Verde is currently under contract with Adams and Wendt, Inc. to provide professional environment services to conduct excavation oversight and site characterization sampling of the two (2) former Sludge Drying Lagoons at the Wastewater Treatment Plant, as part of an ADEQ Notice of Violation issued to the Town Wastewater Utilities Division for contaminated soil found in the Wastewater Treatment Plant Lagoons that the Town was working to clean close.

Adams and Wendt, Inc. were contracted to review, test, and provide a solution to ADEQ to address the Notice of Violation for \$100,000. ADEQ approved the engineered solution, which required two areas within the west lagoon be evacuated, tested, removed, and disposed by the end of July 2026. As part of ADEQ's requirements, Adams and Wendt, Inc. were to provide excavation oversight, sampling, testing, and reporting throughout the project and submit their findings with recommendation to remove the Notice of Violation for ADEQ final review prior to acceptance and approval. These additional ADEQ requirements were outside of the original contract with Adams and Wendt, Inc.

As a result, the Town requested that Adams and Wendt, Inc. provide a revised contract cost to take into account the additional work required outside of their original submittal. Adams and Wendt, Inc. has requested an additional \$50,000, making this Change Order request bring the total contract amount not to exceed **\$150,000**.

Staff recommends approval of the change orders to complete the design phase of these projects and advance them toward construction.

April 17, 2026

Ms. Lisa Vaughan
Director of Utilities
Town of Camp Verde
473 South Main Street, Suite 102
Camp Verde, Arizona 86322

**Re: Proposal to Additional Funding to Provide Professional Environmental Services
Remediation Oversight, Reporting and Coordination with ADEQ
1300 Payson Highway
Town of Camp Verde, Arizona 86322
Town of Camp Verde Contract No. 2025-214
ADEQ Consent Order WS-05-23
ADEQ APP 101360
Adams and Wendt Project No. 2508284**

Dear Ms. Vaughan:

Adams and Wendt, Inc. (Adams and Wendt) is pleased to provide this summary of costs remaining to complete reporting and coordination with the Arizona Department of Environmental Quality (ADEQ). A previously authorized PO for the amount of \$100,000 was issued by the Town of Camp Verde to Adams and Wendt to cover costs associated with a boring and sampling program to establish the extend of impacts to two (2) former sludge drying lagoons. The boring program was completed through the fall of 2025 and identified two (2) general locations where soils were impacted by nitrates and nitrites to above allowable regulatory limits. This activity greatly reduced the volume of soil required to be removed and disposed off-site at a local landfill. Further reductions of remedial activities were negotiated with the ADEQ through establishing a higher regulatory limit/cleanup goal for nitrate and nitrite. Ultimately the volume of soil planned for disposal was reduced from two (2) full lagoons to a quarter of one (1) lagoon. The original PO was to cover the costs associated with the boring programs and negotiations with ADEQ and did not include costs associated with remediation of contaminated soils. However, there was sufficient funding remaining to start the excavation and disposal (remediation) program.

Through the process of excavation and remediation activities, the extent of impacted soil in the deeper subsurface was larger than anticipated and required additional mobilizations and additional time to perform. As such, Adams and Wendt is requesting an increase in the PO value associated with this project by \$50,000 to allow for additional analytical costs, time and materials and to complete the project with reporting to ADEQ, subsequent negotiations and meetings and closure of the issue associated with the former sludge lagoons.

The following is a summary of the requested increase.

ORIGINAL CONTRACT PO \$ 100,000.00

ADDITIONAL REQUESTED

Excavation Oversight, Sampling, Analysis

Professional Fees:	\$ 7,234.48
Analytical Equipment/Travel:	\$ 18,121.93
Subtotal	\$ 25,356.41

Reporting

Professional Fees:\$ 6,000.00

ADEQ Negotiations & Meetings

Professional Fees:\$ 5,000.00

Contingency for Additional ADEQ Involvement and Requirements.

Contingency\$ 13,643.59

TOTAL ADD \$ 50,000.00

TOTAL PO\$ 150,000.00

AUTHORIZATION

To authorize us to proceed, please provide written authorization for the scope of work presented above. All work will be conducted in accordance with the Town of Camp Verde terms and conditions or other contract mechanism as necessary. Work activities will be completed on a time and material basis, not to exceed our Total Fee Estimate without the Town of Camp Verde's prior authorization. Our report will be prepared on behalf of the Town of Camp Verde's exclusive use and for those parties you specify.

Adams and Wendt, Inc. appreciates the opportunity of providing this proposal for your consideration. Should you have any questions regarding the contents of this proposal, please contact the undersigned at (480) 924-7144 at your convenience.

Sincerely,

Adams and Wendt, Inc.



Gregory J. Dozer R.G.
Senior Geologist