AGENDA TOWN OF CAMP VERDE REGULAR SESSION MAYOR AND COUNCIL 473 S. MAIN STREET, SUITE 106 WEDNESDAY, OCTOBER 6, 2021 at 6:30 P.M.

ZOOM MEETING LINK:

https://us02web.zoom.us/j/82112809268?pwd=WGVkTkgwQy9TVnEvdmY2NEQzSzhFUT09

One Tap Mobile: 1-346-248-7799 or 1-669-900-9128

Meeting ID: 821 1280 9268 Passcode: 236647

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

- 1. Call to Order
- **2. Roll Call.** Council Members Jackie Baker, Bill LeBeau, Cris McPhail Jessie Murdock, Robin Whatley, Vice Mayor Joe Butner, and Mayor Dee Jenkins.
- 3. Pledge of Allegiance
- 4. Consent Agenda All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) Approval of the Minutes:
 - 1) Regular Session September 15, 2021 Page 5
 - 2) Special Session September 22, 2021 Page 15
 - b) Set Next Meeting, Date and Time:
 - 1) Work Session Wednesday October 13, 2021 at 5;30 p.m.
 - 2) Regular Session Wednesday October 20, 2021 at 6:30 p.m.
 - 3) Work Session Wednesday, October 27, 2021 at 6:30 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(H)

- 6. Special Announcements and Presentations
 - Proclamation Designating the Town of Camp Verde as a Destination Marketing Organization for the purpose of coordinating tourism promotion with the Arizona Office of Tourism. Page 27
 - Proclamation Declaring December 31, 2021 to be Yavapai Big Brothers Big Sister's 50th Anniversary. Page 31
- 7. Discussion, Consideration, and Possible Approval to adopt Resolution 2021-1077 A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, A MUNICIPAL CORPORATION OF ARIZONA, TO AUTHORIZE THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE OF THE CAMP VERDE WATER COMPANY. Staff Resource: Russ Martin Page 33
- 8. Discussion, Consideration, and Possible Approval to adopt Resolution 2021-1078 A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, A MUNICIPAL CORPORATION OF ARIZONA, TO AUTHORIZE THE APPLICATION FOR A DRINKING WATER STATE REVOLVING FUND (DWSRF) LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA. Staff Resource: Russ Martin Page 109
- 9. Discussion, Consideration and Possible Approval of Resolution 2021-1074 A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AMENDING AND ADOPTING FEES FOR THE TOWN SERVICES FOR FISCAL YEAR 2021-23 AND SUPERSEDING RESOLUTION 2021-1065. Staff Resource: Mike Marshall and Russ Martin Page 113
- 10. Discussion, Consideration and Possible Approval of Resolution No. 2021-1075 A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, DESIGNATING THE TOWN CLERK AUTHORITY TO APPROVE SPECIAL EVENT LIQUOR LICENSES, FARM WINERY FESTIVAL LICENSES, AND CRAFT DISTILLERY FESTIVAL LICENSES FOR EVENTS HELD IN THE TOWN OF CAMP VERDE. Staff Resource: Cindy Pemberton Page 121
- 11. Discussion, Consideration and Possible Approval of Resolution No. 2021-1076

 A RESOLUTION FO THE MAYOR AND COMMON COUNCIL OF THE TOWN
 OF CAMP VERDE, URGING THE ARIZONA INDEPENDENT REDISTRICTING
 COMMISSION TO KEEP RURAL ARIZONA TOGETHER BY CONSIDERING AND
 ADOPTING THE PROPOSED BASE CONCEPT DISTRICT MAPS. Staff Resource:
 Russ Martin Page 125

12. Public Hearing followed by Discussion, Consideration and Possible Approval for a Class 7 (Beer and Wine Bar) Liquor License Application #07130020 for Andrea Dahlman Lewkowitz, Agent -Verde Ranch RV Resort - located at 1105 N Dreamcatcher Drive, Camp Verde, AZ 86322. Staff Resource: Cindy Pemberton Page 139

- 13. Discussion, Consideration and Possible Approval of letter supporting **Sedona's request for Redistricting.** Staff Resource: Cindy Pemberton Page 149
- 14. 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 A.R.S. §38-431.01(H))
- 15. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are: Copper Canvon 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, Phillip England Center for the Performing Arts Foundation. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.
- 16. Manager/Staff Report Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.

17. 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 following purposes: (1) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1)); (2) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2)); (3) Discussion or consultation for legal advice with the attorneys of the public body. (A.R.S. §38-431.03(A)(3)); (4) Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. § 38-431.03(A)(4)); (5) Discussion or consultation with designated representatives of the public body to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. §38-431.03(A)(5)); (6) Discussion, consultation or consideration for negotiations by the town or its designated representatives with members of a tribal council, or its designated representatives, of an

Indian reservation located within or adjacent to the city (A.R.S. §38-431.03(A)(6); (7) Discussion or consultation with designated representatives of the town to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. §38-431.03(7)).

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 <u>09-30-2021</u> at <u>4:00 p.m.</u> in accordance with the statement filed by the Camp Verde Town Council with the Town Clerk

Cindy Pemberton

Cindy Pemberton, Town Clerk

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. 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.

DRAFT MINUTES

TOWN OF CAMP VERDE REGULAR SESSION MAYOR AND COUNCIL 473 S MAIN STREET, SUITE 106 WEDNESDAY, SEPTEMBER 15, 2021 at 6:30 P.M.

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

1. Call to Order

Vice Mayor Joe Butner called the meeting to order at 6:30 p.m.

2. Roll Call

Mayor Dee Jenkins (ZOOM), Vice Mayor Joe Butner, Councilor Bill LeBeau, Councilor Robin Whatley (ZOOM), Councilor Jackie Baker and Councilor Cris McPhail are present. Councilor Jesse Murdock is absent.

Also Present

Town Manager Russ Martin, Town Clerk Cindy Pemberton, Public Works Director Ron Long and Rec Secretary Jennifer Reed.

3. Pledge of Allegiance

Councilor Baker led the Pledge.

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

a) Approval of the Minutes:

- 1. Special Session August 11, 2021
- 2. Executive Session –August 11, 2021 (recorded and on file)
- 3. Work Session August 11, 2021
- 4. Regular Session August 18, 2021

b) Set Next Meeting, Date and Time:

- 1. Work Session Wednesday, September 22, 2021 at 5:30 p.m.
- 2. Special Session Wednesday, September 29, 2021 at 5:30 p.m. (tentative)
- 3. Regular Session Wednesday, October 6, 2021 at 6:30 p.m.
- 4. Regular Session Wednesday October 20, 2021 at 6:30 p.m.
- c) Approve a Letter of Support for the Northern Arizona Council of Governments Economic Development District's Submission of a Build a Back Better Regional Challenge Phase I Grant application to assist in funding NACOG's Broadband Strategic Plan. Staff Resource: Russ Martin

- d) Approval of an Inter-Governmental Agreement (IGA) with the Yavapai County Flood Control District to provide \$265,000.00 in funding to Camp Verde for selected stormwater related projects. Staff Resource: Ron Long
- e) Approval to sign a 3-year Agreement with Suddenlink Communications for internet services for the Town. Staff Resource: Russ Martin
- f) Approval of Special Event Liquor License Application for Tyler Rezzonico/Camp Verde Promotions for Fort Verde Days to be held at Town of Camp Verde located at 51 E. Holloman Street, Camp Verde, AZ 86322 on 10-09-2021 and 10-10-2021. Staff Resource: Cindy Pemberton

Town Clerk Cindy Pemberton noted a correction to Consent Agenda Item 4.b.1. The Work Session has been changed to a Special Session.

Vice Mayor Butner would like to remove Item 4.e. from the Consent Agenda for more discussion.

Motion made by Councilor LeBeau to approve the consent agenda without Item 4.e. Second was made by Councilor Baker.

Roll Call Vote:

Mayor Jenkins: aye
Vice Mayor Butner: aye
Councilor Whatley: aye
Councilor Murdock: absent
Councilor Baker: aye
Councilor LeBeau: aye
Councilor McPhail: aye
Motion carried 6-0.

Vice Mayor Butner asked Town Manager Russ Martin for more information on Item 4.e. Mr. Martin stated this is for standard services for internet through Sudden Link. Any item over \$50,000 needs Council's approval. Mayor Jenkins asked if we sign a three-year contract but the valley is expecting to upgrade to broadband, how would this change affect the contract? Mr. Martin stated this is the shortest contract they have but they are willing to work with the Town.

Motion made by Councilor Baker to approve the consent agenda without Item 4.e. Second was made by Councilor McPhail.

Roll Call Vote:

Mayor Jenkins: aye Vice Mayor Butner: aye Councilor Whatley: aye Councilor Murdock: absent

Councilor Baker: aye

Councilor LeBeau: aye Councilor McPhail: aye **Motion** carried 6-0.

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(H)

Sherri Hauser gave an update on Chamber activities.

Pete Roulette stated he is a member of the Central AZ Conservative Club. They were able to hold their meeting in the library a month ago but have recently been denied the use of the library. He would like Council to look into this.

6. Special Announcements and presentations

 Proclamation Declaring the Month of October as Fort Verde State Historic Park Month

Vice Mayor Butner read the proclamation and declared it so. There was a photo opportunity with Park Manager Sheila Stubler. Ms. Stubler wanted to let Council know the Colonial's Daughter contest is coming up and has been moved to Saturday, October 2nd at 10am. The Little Britches and Petticoat Contest will be at the same time.

7. Presentation, Discussion, and Possible Direction to Establish a Library Branch in Verde Lakes. Staff Resource: Kathy Hellman

Library Director, Kathy Hellman stated they have been looking for ways to bridge the gap in the digital divide in our community by offering Wi-Fi hotspots, laptops, and one-on-one tech support. She feels the lack of affordable Internet access in the Verde Lakes area would be remediated by building a 24-Hour Library™ branch in Verde Lakes area. This would provide residents access to free Wi-Fi, a digital screen for communicating emergency and other information, as well as library materials and resources. In order to apply for state grant funds and eRate funds, the location must be designated a library branch by the Town Council. Staff is looking for Council direction. Ms. Hellman showed a slide show presentation showing what a 24-Hour Library™ branch would look like, what services and materials would be available and the proposed location to put the machine.

Councilor Whatley would like library staff to think about additional parking spots and benches at the site. Ms. Hellman stated the plan would include a larger site-built canopy, instead of a premade canopy, to provide covered seating.

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Public Comment:

Donna and Deborah Moody both stood up to speak in favor of the library branch. They expressed how the residents are excited and support this idea. They thanked the Council for considering this idea.

Motion by Councilor McPhail to move the project forward by approving the establishment of a branch library in the Verde Lakes area. Second was made by Councilor Baker.

Roll Call Vote:

Mayor Jenkins: aye
Vice Mayor Butner: aye
Councilor Whatley: aye
Councilor Murdock: absent

Councilor Baker: aye Councilor LeBeau: aye Councilor McPhail: aye **Motion** carried 6-0.

8. Discussion, Consideration and Possible Approval of Funding for the Turquoise Circuit Block Party, November 4, 2021. Resource: Tony Zembick

Tony Zembick gave a background of the Turquoise Circuits. He went on to explain the Circuit is asking the Town to host and cover the cost of the welcoming block party the night before the events. This would be Thursday, November 4th. The Circuit does realize this is the first year of hosting and are looking to build a relationship for future growth. They would handle the marketing, stating it would be broadcast through tv and radio advertisements and they would like to use the Town's logo. He feels this event will bring in a lot of people.

Town Manager Russ Martin added that this event would be very close to other events in October so the availability of Parks and Recreation staff would be limited. However, it could be done if Council wants to direct staff and resources. A cost estimate of sponsoring the event would be approximately \$2,000 or less and would be taken out of the Parks & Rec budget. This would include costs for a band, tables/chairs, potential portable lighting and power. Marshal Corey Rowley stated he has enough staff to cover the event.

Public Comment:

Robert (Staci) Barker- stated Camp Verde is a destination city and is at the center of it all. Camp Verde will definitely benefit from hosting this event.

Motion by Councilor Baker to approve funding support of the Turquoise Circuit with the Block Party on November 4, 2021 in the amount not to exceed \$2,000.00. Second was made by Councilor LeBeau.

Roll Call Vote:

Mayor Jenkins: aye
Vice Mayor Butner: aye
Councilor Whatley: nay
Councilor Murdock: absent

Councilor Baker: aye Councilor LeBeau: aye Councilor McPhail: aye **Motion** passes 5-1.

9. Discussion, Consideration, and Possible Approval to allocate funding to Camp Verde Arena Association (CVAA) for a concession stand through the use of the Capital Improvement Fund in the amount of \$55,000. Staff Resource: Russ Martin

Town Manager Russ Martin stated Council has not allocated the funding for this specific item but costs will come from the Capital Improvement Fund.

Bob Wier who is with CVAA stated they are in the process of completing the restrooms, they are framed in, and hoping to have them completed before the Turquoise Circuit Event. They are hoping that the Town can assist them with completing the concession stands to further professionalize the venue. He handed out a letter from the CVHS Booster Club President. Mr. Wier stated the concession stand can be used by different clubs to raise money for that club.

Motion by Councilor Baker to approve the allocation of funding to Camp Verde Arena Association (CVAA) for a concession stand through the use of the Capital Improvement Fund in the amount of \$55,000. Second was made by Councilor LeBeau.

Roll Call Vote:

Mayor Jenkins: aye
Vice Mayor Butner: aye
Councilor Whatley: nay
Councilor Murdock: absent
Councilor Baker: aye
Councilor LeBeau: aye
Councilor McPhail: aye
Motion passes 5-1.

10. Discussion, Consideration and Possible Approval for up to \$25,000 in use of American Rescue Plan Act Funding for one half of a traffic study on Montezuma Castle Highway at the School Complex to determine possible alternatives for traffic management. The other half of the cost to be paid for by the Camp Verde Unified School District. Staff Resource: Russ Martin

Town Manager Russ Martin stated if funding is approved, staff will procure a qualified Engineering Firm to perform a Traffic Study. It is anticipated to cost \$12,500 but

\$25,000 will have to authorized for budgeting purposes. They will also be partnering with the School District, but the Town will use CARES Act money.

Public Comment:

Cheri Wischmeyer stated she lives in this area and it is difficult to get in and out with parents waiting to pick up their children. She is hoping the problem gets resolved soon.

Motion by Councilor McPhail to approve funding in the amount of \$25,000 for a Traffic Study on Montezuma Castle Highway at the School Complex to determine possible alternatives for traffic management. Second was made by Councilor Baker.

Roll Call Vote:

Mayor Jenkins: aye
Vice Mayor Butner: aye
Councilor Whatley: aye
Councilor Murdock: absent
Councilor Baker: aye
Councilor LeBeau: aye
Councilor McPhail: aye
Motion carried 6-0.

Meeting Break 7:48pm Meeting Resume 7:55pm

11. Discussion, Consideration and Possible Approval of purchasing Five Digital Message boards from Trafficade Signs and Sales in the amount of \$99,996.09.

Staff Resource: Dorie Blair

Public Works Staff Dorie Blair stated included quotes in Council Member packets. These signs will be solar powered but with battery backups. These boards can be used to provide public information during pandemic needs, emergency response information, town events, road construction, public notices/meetings, etc. By purchasing these signs it will save the Town money. Renting one sign for one event costs them \$7,000.

Motion by Councilor McPhail to approve the purchasing of five digital message boards from Trafficade Signs and Sales in the amount of \$99,996.09 with Rescue Fund money. Second was made by Councilor Baker.

Roll Call Vote:

Mayor Jenkins: aye Vice Mayor Butner: aye Councilor Whatley: aye Councilor Murdock: absent

Councilor Baker: aye Councilor LeBeau: aye Councilor McPhail: aye **Motion** carried 6-0. 12. Discussion, Consideration and Possible Approval of use of additional Capital Reserve to purchase Sports Complex Turf Maintenance Equipment from Turf Equipment Source not to exceed \$125,000.00. Staff Resource: Dorie Blair

Town Manager Russ Martin stated there is approximately \$50,000 is remaining on the original park loan. Approximately \$75,000 will be needed for the needed maintenance equipment out of budgeted General Fund Budgeted Reserve. Public Works Staff Dorie Blair said she would like to take over the maintenance as early as December. Maintenance Division Manager Jeff Kobel has been looking at used/refurbished equipment in Phoenix. They are holding the equipment for the Town.

Motion by Councilor McPhail to approve the use of additional Capital Reserve to purchase Sports Complex Turf Maintenance Equipment from Turf Equipment Source not to exceed \$125,000. Second was made by Councilor Baker.

Roll Call Vote:

Mayor Jenkins: aye
Vice Mayor Butner: aye
Councilor Whatley: aye
Councilor Murdock: absent
Councilor Baker: aye
Councilor LeBeau: aye
Councilor McPhail: aye
Motion carried 6-0.

13. Discussion, Consideration and Possible Approval of the Professional Services Agreement for Archaeological Monitoring Services to be performed by L.A. Neal Consulting LLC at the Camp Verde Sports Complex as required by the Land and Water Conservation Fund Grant. Staff Resource: Ron Long

Public Works Director Ron Long stated the Town of Camp Verde has been approved to receive \$2.5 million of grant funding for the Sports Complex from the Land and Water Conservation Fund (LWCF) Grant. The grant requires the Town to hire an Archaeologist to monitor the remaining excavation work at the Complex. The Town can apply for reimbursement of these fees.

Motion by Councilor Baker to approve the Professional Services Agreement for Archaeological Monitoring Services between the Town of Camp Verde and L.A. Neal Consulting LLC at the Camp Verde Sports Complex as required by the Land and Water Conservation Fund Grant. Second was made by Councilor McPhail.

Roll Call Vote:

Mayor Jenkins: aye Vice Mayor Butner: aye Councilor Whatley: aye Councilor Murdock: absent

Councilor Baker: aye Councilor LeBeau: aye Councilor McPhail: aye **Motion** carried 6-0.

14. Discussion, Consideration and Possible Approval of the American Institute of Architects (AIA) Standard Agreement between Joel Westervelt Architect, and the Town of Camp Verde for the Architectural Design Services for the Restroom and Concession Facility at the Sports Complex. Staff Resource: Ron Long

Public Works Director Ron Long stated the Town of Camp Verde has been approved to receive \$2.5 million from the Land and Water Conservation Fund (LWCF) Grant for the Town of Camp Verde Sports Complex Phase 1B that includes a site-built restroom and concession facility (RR/CF). The RR/CF requires an architectural designed facility and the need to acquire architectural services for the design. There are premanufactured restrooms but they are pricey but not what we wanted.

Motion by Councilor LeBeau to approve the American Institute of Architects (AIA) Standard Agreement between Joel Westervelt Architect, and the Town of Camp Verde for the Architectural Design Services for the Restroom and Concession Facility at the Sports Complex for not to exceed \$60,000. Second was made by Councilor Baker.

Roll Call Vote:

Mayor Jenkins: aye
Vice Mayor Butner: aye
Councilor Whatley: aye
Councilor Murdock: absent
Councilor Baker: aye
Councilor LeBeau: aye
Councilor McPhail: aye
Motion carried 6-0.

15. Discussion and Possible Approval of a Project Sponsor/Grant Agreement with Arizona State Parks and Trails for the \$2,500,000 Grant from the Land and Water Conservation Fund Matching the Town's \$2,500,000 Required Match. Staff

Resource: Russ Martin and Ron Long

Town Manager Russ Martin stated this final agreement will allow the Town to formally move forward to include a \$150,000 State Parks Administrative Cost and requirement to have the Town monitor archeological activities during ground disturbance. This approval will formalize the requirements to receive funds to match ours that has been saved until this final agreement.

Motion by Councilor McPhail to approve the Project Sponsor Agreement with Arizona State Parks and Trails for \$2,500,000 to be used to continue to build the Camp Verde Sports Complex. Second was made by Councilor Baker.

Roll Call Vote:

Mayor Jenkins: aye
Vice Mayor Butner: aye
Councilor Whatley: aye
Councilor Murdock: absent
Councilor Baker: aye
Councilor LeBeau: aye

Councilor McPhail: aye **Motion** carried 6-0.

- 16. 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 A.R.S. §38-431.01(H)).

 No public to speak.
- 17. Council Informational Reports. These reports are relative to the 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, Phillip England Center for the Performing Arts Foundation. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.

Councilor McPhail attended a Yavapai Apache Tribal Council Meeting, a Sustaining Flows Council Meeting, a League Meeting, a Meet and Greet for Community Development Director Candidates, a game night at the Library, a Strategic Planning Meeting for Economic Development, a Yavapai College Governing Board Meeting in which they sent a certificate to be presented to Councilor Baker for her service and she also attended a School Board Meeting.

Mayor Jenkins attended LACT plus numerous other meetings.

Vice Mayor Butner attended the Meet and Greet for the Community Development Director Candidates.

18. Manager/Staff Report Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.

Town Manager Russ Martin:

19.

- John Nie was selected as the Community Development Director. There will be a press release for this as well as one for the park development.
- The use of facility for political groups has some restrictions. They have to pay a fee to offset costs. They are trying to figure the details of this requirement out.
- Water issue- the County has jurisdiction. The Planning and Zoning Commission will be dealing with it at their next meeting. Council will then see a presentation from the County to help understand what is happening.
- The Town of Camp Verde is now the largest community in the Verde Valley.
- We are transitioning to Office 365. Council members will need to upgrade their emails. Please contact the Clerk's Office for help and a new password.

Vice Mayor Joe Butner adjourned the meeting at 8:32 p.m.
Mayor Dee Jenkins Attest: Town Clerk Cindy Pemberton
CERTIFICATION
I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on September 15 2021. I further certify that the meeting was duly called and held, and that a quorum was present.
Dated this day of, 2021.
Cindy Pemberton, Town Clerk



AGENDA TOWN OF CAMP VERDE SPECIAL SESSION MAYOR AND COUNCIL 473 S MAIN STREET, SUITE 106 WEDNESDAY, SEPTEMBER 22, 2021 AT 5:30 P.M.

ZOOM MEETING LINK:

https://us02web.zoom.us/j/86008699394?pwd=bmlGdHd0blNaNU1kWkdmTFlYRU5Fdz09

One Tap Mobile: 1-346-248-7799 or 1-669-900-9128 Meeting ID: 860 0869 9394

Passcode: 126263

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

- 1. Call to Order Mayor Dee Jenkins called the meeting to order at 5:30 PM.
- 2. Roll Call. Council Members Jackie Baker, Bill LeBeau, Cris McPhail, Jessie Murdock (arrived 5:36 pm), Robin Whatley, Vice Mayor Joe Butner, and Mayor Dee Jenkins
- 3. Pledge of Allegiance Councilor Jackie Baker led the pledge.
- 4. Discussion, Consideration and Possible Approval of Awarding Bid # 21-148
 Town of Camp Verde FY 21/22 Chip-seal project to Contractor: VSS
 International in the amount of: \$687,000.00, which includes base and alternate bid. Staff Resource: Ron Long

Public Works Director Rong Long presented the latest version of the chip seal proposal. The proposal covers Area 3 and Salt Mine Road for a total cost of \$687k. Salt Mine Road surface is in need of chip seal, the crews have been maintaining it with crack seal. The estimate is more than was discussed earlier with Council. Mr. Long recommends completing all the roads listed in the proposal including the remainder of Area 3 and Salt Mine Road for a total of \$687k.

Town Manager Russ Martin suggested that Council consider the Main Street portion that is included in the bid. The required sewer work that has been discussed would entail tearing up Main Street which would mean tearing up the area that was chip sealed. Mr. Martin recommended that Council consider possibly doing the striping and minor repair without the chip seal. It would adjust the pricing down from the proposal and the area will likely be torn up again in the next few years.

Councilor LeBeau wanted to know how much of Main Street would be affected by the future sewer work.

Mr. Martin stated that it would be the entirety of what is considered Main Street. The sewer project timeline is at the earliest a year and a half, and realistically two years.

Striping could make it look better in the interim.

Vice Mayor Butner pointed out that the Main Street section showed approximately 3,732 linear feet or 13,928 sq yards for square feet. He asked if Mr. Long had the cost estimate for those dimensions.

Mr. Long stated that for the Main Street portion the cost would be approximately \$35k for the chip seal with a \$1k or so adjustment for the striping and other items.

Councilor McPhail wanted to understand if chip seal gives structural integrity to roads.

Mr. Long explained to Council by asking that they imagine chip seal as the icing on top. It protects the road from water damage seeping in, adds about 5-10 years depending on traffic volume, and will armor some against heavy traffic.

Councilor McPhail asked if Council could consider completing the chip seal and when the sewer project is completed doing a slurry cover.

Mr. Long stated that Main Street would need to have the chip seal redone. The sewer project will be comprehensive and storm drainage is planned to be added at that time. Other utilities, such as electric and water, will also be consulted to see if there is anything else that needs to be added to the project during the construction.

Mayor Jenkins agreed with Mr. Martin's recommendation of taking the Main Street portion of the proposal off and reducing Town's expense for the project by \$35k.

Mr. Martin recommended amending the Motion by stating that the project is not to exceed \$660k.

Motion was made by Vice Mayor Butner that bid 21-148 be awarded to VSS International in the amount of not to exceed \$660,000, which includes base and alternate bid. Second was made by Councilor Jackie Baker.

Roll Call Vote:

Councilor Jackie Baker: aye Councilor Cris McPhail: aye Councilor Jesse Murdock: aye Councilor Bill LeBeau: aye Councilor Robin Whatley: aye Vice Mayor Joe Butner: aye Mayor Dee Jenkins: aye

Motion carried 7-0.

5. Discussion, Consideration and Possible Approval of Less Lethal and Simunition training equipment. Awarded amount to not exceed \$12,000.00. Staff Resource: Corey Rowley

Marshal Rowley did some training exercises with the Yavapai tribe and came to the realization that some equipment was not currently available to the Department. Currently the Department has been using bean bag ammunition with shot guns. Most Departments are moving to more of a pepper spray deployment. This deployment is more expensive, but causes less traumatic injury and results in better compliance. Mr. Rowley presented council with some print outs that contained examples to demonstrate the difference in equipment. For this type of equipment there aren't alternate sources for bids. The manufacturer of the equipment Glock has even sublet the production of these Less Lethal firearms.

Councilor LeBeau said he has done this training and it is as real life as it gets. There are no better other options for this type of training exercises. Several scenarios can be done on and off the range.

Marshal Rowley stated that the Department plans to utilize the equipment during the training on November 17th at the Sedona Training Range. One of the ways they are planning to utilize the equipment is for traffic stop scenarios which are more commonly encountered in the field than barricaded scenarios.

Motion was made by Councilor McPhail to approve the purchase of Less Lethal and Simunition training equipment not to exeed \$12,000. Second was made by Vice Mayor Butner.

Roll Call Vote:

Councilor Jackie Baker: aye Councilor Bill LeBeau: aye Councilor Cris McPhail: aye Councilor Jesse Murdock: aye Councilor Robin Whatley: aye Vice Mayor Joe Butner: aye Mayor Dee Jenkins: aye

Motion carried 7-0.

6. Presentation of the County's Broadband Plan and an update on the process and potential for the Town within the plan for future broadband expansion.

Staff Resource: Russ Martin

Town Manager Russ Martin mentioned that the broadband cooperative plan underway and there is an opportunity to work with the County. Steve Ayers from Economic Development, who has been working on the initiative, is absent but Mr. Martin felt he would want to express to Council exciting it is to potentially obtain broadband internet service for Camp Verde.

Stan Goligoski Executive Director Yavapai County presented. Mr. Goligoski mentioned that the County had already successfully provided fiber lines to Schools and Libraries throughout the County. The county is receiving funding through the

Relief Act for infrastructure. Since the fiber runs are already completed to the Schools, the county is postured really well to get the middle mile in to provide service County wide. The County goal is to expand broadband services to homes and businesses throughout the county. The County has asked for a plan to be brought forward. There is leverage in numbers and the city populations help bring the cost down. The County would like to work together with the municipalities to complete the project.

Mr. Goligoski had a slide presentation for Council. It showed seven providers currently for broadband. Out of these seven there is only one provider that can provide speeds that the SEC considers fast internet. The County is an underserved or not served community currently. The locations that have high speed delivery include 74 schools and libraries that have been connected through the prior project. The project to bring broadband to the Schools and Libraries was achieved through funding from the Federal Corporation Commission of 1.8 million dollar funding, RFP awarded added an additional 1.7 million, and the Provider contributed 1.3 million to complete the project. After the completion of the project there was a 87% price reduction and the locations were able to obtain 700 mb for the same price they were paying for 70mb service. The more funding the County can obtain up front the easier it is to negotiate a rate that the provider does not have to recover from the customers.

Camp Verde already has a fiber line to the Library and School. These are the local convergence points where broadband service can spider web out from. There are different ways to get the fiber out to the community with the goal of reaching all businesses and residential areas.

Work would begin when the award is received from the RFP and be completed within an 18 month plan to reach any municipalities that have decided to enter a partnership with the County for the broadband service. All other locations will be connected in the remaining 6 months. The cost of partnership would be \$2,670,000 and the initiative partnership amount would be \$534,000. The \$534k is what the City would need to approve to spend in order to enter the partnership with the County.

Mayor Jenkins wanted to clarify that individual homeowners and businesses would still have a choice to keep the ISP they currently have. Mayor Jenkins asked how negotiated rates come into play as part of the RFP.

Mr. Goligoski responded that weighted costs are part of the criteria. A higher rate may not mean higher score.

Town Manager Martin informed Council that the funding would need to come out of the Rescue Money available to the City. The funding available is not much more than the County request. He encouraged council to ask any questions or get any clarifications they felt they may need in order to make a decision in the future regarding the funding. Mr. Martin also wanted Council to consider other additional demands and the sewer over the next few years. The main line sewer is going to cost more than was estimated. There will also be a few small projects that are tens of thousands that will come up although Council has already went through several of them. Currently the City has about \$800k or so of unallocated funding.

Councilor Baker mentioned that this item seems like more of a broader project and that it would be accomplished in a sooner time frame.

Mr. Martin commented on the advantages of not needing to pull staff resources. The County would be leading the project and there would be no need for the City to provide a project manager for something of this scope. This opportunity is exciting because the planning, design, and execution are already included.

Mayor Jenkins commented that the spending and cost are hard to swallow, but the Town has broadband issues because of the size. The Town also needs to provide something like broadband services because of the pandemic. Mayor Jenkins agreed that this project would not tax City Staff resources.

Councilor McPhail stated she felt that if Council can build something that will stand the test of time then we've done our jobs fairly well. She also commented that affordability is an issue for people to have access to broadband.

Mr. Goligoski agreed that the service has to be affordable.

Councilor McPhail asked if there was a price point provided.

Mr. Goligoski mentioned that the County would like to ask that there be a program written in for low income families in the RFP. The County would like to see it the broadband service provided universally.

Councilor Murdock works at the school and supports this program. During the pandemic School staff needed to send paper packets because of the availability. The School also did a program to provide mobile hotspot devices, but they were gone within a week. Ms. Murdock wanted to know if there is any private interest in support of the project.

Mr. Goligoski said that the ISP will kick in a certain amount. There are groups that do kick in for private funding. He is hearing that there is some private funding coming in.

Councilor Baker commented that the timing is good to allow communities to share in the cost.

Mayor Jenkins mentioned there was a blue card from the public on this topic.

Cheri Wishmeyer is excited about the possibility of getting decent internet in the area. She remembers a few years ago trying to negotiate for better service that was unsuccessful from a specific ISP. There is not reliable internet service in the Verde Lakes area and she is concerned about the student's needs in the community.

Mr. Goligoski mentioned that they are drafting an agreement in the weeks ahead to

present to Council for a formal vote. Mr. Goligoski stated they have addressed Sedona and other surrounding communities. They have been received well everywhere. They still need to go to Dewey-Humboldt.

James Gregory District 2 Yavapai County Supervisor presented that with the project the cost will be reduced and provide substantial speed increases. The project is also shovel ready with a timeline of 18 months.

7. Presentation, Discussion and Possible Direction to staff regarding a future Public Safety Complex. Staff Resource: Corey Rowley Steve Ayers and Blake Carroll from Provident Real Estate Ventures.

Marshal Rowley gave a brief background on the project. About two years ago they started looking at the current facilities and the potential of getting the government offices relocated off of Main Street. They were looking at moving the current city offices to the building that the Department is using. He spoke with Steve Ayers and looked at a few different options for the project. He was introduced to Blake Carroll and has been working on the project with Provident Real Estate Ventures. Sherriff Roads, Yavapai County Center, John Hewey, among others have contributed and showed interest in the project. The proposal is for a building that has other entities coming into it as a shared space and cost. The tribe needs a space for a substation, and space for child forensic interviews and exams are two examples of needs that could be met with this project. Future discussions with park services and other entities are planned if things are moving in the right direction. Tonight the project is being presented to Council in order to listen to Blake and provide Town Manager Russ Martin with information for future discussions.

Blake Carroll Provident Real Estate Ventures presented and has been working with Marshal Corey Rowley on this project. Mr. Rowley had completed some preliminary work with an architect that works on this type of facility. Provident started discussions with that architect. The project would be located between lot 17 and 18 near the RV storage facility. The grandiose preliminary vision was priced out and costs were pretty high. There has been some work to modify the initial plan for a model that can be completed more efficiently. The original site plan just shows the Casa Grande facility dropped onto the site. That floor plan for the facility was priced out. The floor plan was paired back to a more economical plan. The fire department will not be relocated into the new facility in the current model. That piece was removed. The foot print for the Yavapai Apache tribe would also be reduced along with other shared spaces.

Marshal Rowley mentioned that he had attended a meeting with the Sherriff. It was agreed that there needed to be quite a bit of shared space to make the plan feasible. Along with working out reductions from shared spaces there were other things in the initial plan that were removed. Such as holding cells and the EOC portion that were not needed. After the modifications they were able to reduce the footprint from approximately 50,000 square feet to approximately 30,000 square feet. Among the spaces that were kept in the plan there is a regional training facility and amphitheater style room for conferences.

Mr. Carroll commented that Provident would develop and own the facility. The facility would then be leased to the Town. Because the facility is being built by a private entity they would be able to subvert the public procurement process. This will allow them to stay competitive through their private developer status.

The current presented layout is not as efficient as it will be. The layout was completed by a contractor for the purpose of doing some pricing. The current layout is a place holder for square footage.

Mayor Jenkins inquired if the lease agreement would be solely with Camp Verde and the City would sublet unused spaces.

Mr. Rowley stated that is a question for Town Manager Russ Martin and requires further discussion. Tonight the first step is to present the design to Council and plan for further conversations later.

Mr. Martin stated that the other questions will be worked out. This project would be another opportunity that does not require a lot of town resources to get completed and the project planning and building would be completed by Provident.

Mayor Jenkins wanted to express her appreciation for the time and money spent by Provident in getting this far. She remarked that Provident has shown it is supporting the town that they are doing business in.

Mr. Rowley believes that Provident is committed to finding ways to making this project happen. The location is right at the junction and is located in a premium spot. It opens the opportunity for the town to utilize the current space for expansion.

Councilor Baker mentioned she has been waiting for this to be on the agenda for council to discuss. Having a center like that in a perfect location would be a great benefit for the community.

Marshal Rowley is excited to open up the conversations on the development and feels that the combined unit is an opportunity to do something great in the community by working together.

Mayor Jenkins commented that Marshal Rowley had some other folks present in support of the project.

Marshal Rowley invited David Roades Yavapai County Sheriff Missy Sikora Yavapai County Family Advocacy Center Director to say a few words about the project.

David Roades, Yavapai County Sheriff, came to support the continued discussions on this topic. There is a need for collaboration and shared resources. There are eleven municipalities and the other half are in unincorporated areas. No agency has the resources and money for acquire all of the needed resources, space, and equipment. It makes sense for agencies to come together in a combined effort and

share. Marshal Rowley's project has come further than other projects and Sheriff Roades commented that Marshal Rowley has brought forward a design, land, and investors. There is still some work to do with the board supervisors. The project could potentially be one of the coolest things in the state.

Missy Sikora Yavapai County Family Advocacy Center Director discussed how the Center serves the entire county. They offer, among other services, medical forensic and forensic interviews with children. The current Center is located in Flagstaff. Having something available in the Verde Valley that doesn't require a commute to get these services done is invaluable. Having the resources locally is amazing to think about. They have wanted to provide a more local service, but have found difficulty getting some kind of space to operate out of. There is not a place where someone in your community can come quickly and access the services that are required for victims and law enforcement.

Marshal Rowley asked if Ms. Sikora knew the statistics of annual cases.

Ms. Sikora stated that about 1180 victims per year coming through county wide. Around 40% come from Verde Valley side of the hill. There is a lot of people that may not know about the Center or do not obtain services because they feel like the accessibility is inconvenient.

Marshal Rowley also commented how having a Center tied into the building adds an extra sense of security for victims when something terrible is happening.

Ms. Sikora stated that the agency has amazing partnerships with all of the municipalities. Having something on this side of the hill would help the victims and also take burden off the detective's availability when extra care is needed. There are only so many hours in a day and so many cases on their desks. Transportation time for getting to the Center should be taken into account.

Marshal Rowley believes that, besides the organizations already expressing interest, there will be other organizations which will want to utilize the space once it is built and there is space available.

Mayor Dee Jenkins wanted to confirm that there are entities who are just looking for direction for where they can go.

Mr. Martin let Council know that they needed confirmation from Council that this project is something that staff time should be spending time pursuing.

Council agreed that Town Staff should be continuing work on the project.

8. Presentation Discussion and Possible Direction to staff regarding future office space needs by various departments. Staff Resource: All Departments

Mr. Martin commented that this Council Session is the cart before the horse scenario. Council heard a potential solution before the problem with the last agenda

item. Now the topic is what the future looks like for space needs for various Town Departments. The point in this session is just to introduce the problem. In future sessions Council will hear possible short and long term solutions.

Mr. Martin stated that Ron Long and Jeff Bowers have a larger problem due to the various things happening in Public Works, so they will be presenting first.

Mr. Long showed Council a handout with the square footages and the floor plan of the 300 building. The map is notated with current and possible usage in the future. The perception being that the Town has what is needed and will be staying relatively similar over the next year. When the new maintenance building is completed at the park the current maintenance space opens, but will require some remodeling. There may be a Water Division soon and that will need to be located in the Public Works building. The Parks and Recreation office is currently in the front of the building and would be relocated to the current maintenance space. They would open a door through the gymnasium and improvements such as the current flooding issue would be repaired. Finance would be moved to the front. That is the needs over the next 4-5 years to shuffle and take in the Water Company will require funding to remodel. Mr. Long invited council to visit the new office space and conference room which was completed by Jeff's crews. The project saved cost but added burden to the department.

Councilor Baker inquired when the maintenance building would be ready.

Mr. Long estimated it is about a year or a year and a half away from completion. The rest of the park project will be finished within a year, which includes fields, tennis courts, and the other items that were planned for the park. The project just started the design phase because the project was on hold for funding. The maintenance space will be a metal two story building approximately 5k-6k square feet with shops below and offices on the second floor.

Mayor Jenkins inquired where the Water Company employees would be located in the meantime.

Mr. Martin said that they will be discussing that item in a Council session in a few weeks. Mr. Martin also mentioned that HR has space that is needed. The plan may mean that Departments will be moved to group them in a way that makes sense.

Mike Showers Finance Director presented on their space requirements. The Department will be bringing in a clerk at the end of the year. Mr. Showers mentioned that the space required is currently insufficient to bring in the extra position. The Department is looking for around 300 square feet to put in an extra employee. If finance takes on records for the Water Company then additional square footage, two staff members, and extra file cabinets would need to be added. It is important that finance documents be moved as little as possible to ensure security. The Department needs are 300-800 square feet depending on how things move with the Water Company acquisition.

Mr. Martin clarified that Finance may be handling the billing portion of the Water Company instead of Public Works.

Melinda Lee Community Development presented next and stated that the Department is reaching a critical juncture. Community Development is more than maxed out and overflowing. They have taken some space from other Departments as a temporary solution. They currently have 1994 square feet and Ms. Lee believes the Department needs are about 3885 square feet functional space and anticipated growth by 2023. Currently the Department has nine work stations available. There was some creative organization and two new spaces were fit in. They are tight and not conducive for what they should have. The reorganization will work for now until the Department can obtain better quarters. Community Development deals with very large documents and a lot of documentation that requires space. Lobby space and space for reference material is also needed. The Department also plans to propose an additional employee hybrid building inspector position. Community Development also is in need of a scanner to enable the disposal of hard copies. The Department is also in need of a larger space to facilitate meetings. Currently they are utilizing the conference room in the Director's office and have borrowed Economic Developments conference room. The Department needs a conference room separate from Director's office. Additionally, the break room is cramped and only allows for one person to utilize the space at a time. Extra storage space is needed for file storage, and tool storage. Tool storage is for code enforcement and to maintain properties.

Mr. Martin commented on the need for expansion in the Council area for the public attendance of meetings. He also commented on the type of storage available. For example the current clerk storage is not secure storage. The space is fine, but the type of storage needs to be updated. Additionally when the pandemic happened it brought forth future space issues for the 400 square foot. Getting expansion there is necessary moving forward. During the October 13th work session Council will start to delve into proposed solutions that we've thought about and costs. Council can look at what happens first and the domino effect to Departments. In the meantime Council should look at some of these presented spaces to be familiar with the various Departmental needs.

9. Adjournment Mayor Jenkins adjourned the meeting at 7:16 PM.

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 <u>09-17-2021</u> at <u>11:00 a.m.</u> .			
<u>Cíndy Pemberton</u>			
Cindy Pemberton, Town Clerk			

Note: Pursuant to A.R.S. §38-431.03. (A)(1); (A)(2) and (A)(3), the Council may hold an Executive Session for

purposes of consultation for legal advice with the Town Attorney on any matter listed on the agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

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. The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0021



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Town of Camp Verde **Proclamation**

Designating the Town of Camp Verde as a Destination Marketing Organization for the purpose of coordinating tourism promotion with the Arizona Office of Tourism.

WHEREAS, the Town of Camp Verde has become a tourist destination for domestic and international visitors; and

WHEREAS, the Arizona Office of Tourism ("AOT") is the Destination Marketing Organization ("DMO") for the State of Arizona and is seeking to streamline efforts to coordinate tourism promotion through a local DMO-designation campaign; and

WHEREAS, AOT defines a DMO as "a not-for-profit organization or governmental unit that is responsible for the tourism promotion and marketing of a destination on a year-round basis"; and

WHEREAS, local DMOs must be designated by a municipality, county, or tribal entity (the "Entity"); and

WHEREAS, AOT now requires DMO-designation for participation in AOT programs, including grants, trade shows, and other opportunities for tourism promotion and funding; and

WHEREAS, AOT requires the designated DMO to submit the AOT Designation of Destination Marketing Organization Affidavit, attached hereto as Exhibit A and incorporated herein by reference; the AOT Destination Marketing Organization Affidavit Cover Sheet, attached hereto as Exhibit B and incorporated herein by reference; and an official action by the Entity leadership that authorizes the designation of the DMO; and

WHEREAS, the official action by the Entity must be effective until July 2022; and

WHEREAS, becoming a designated DMO within the State of Arizona should provide the Town of Camp Verde the benefit of exclusive partnership and grant opportunities with AOT that would serve to promote local tourism, support local businesses, and generate local tax revenue; and

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NOW, THEREFORE, The Mayor and the Common Council of the Town of Camp Verde hereby recognize the Town of Camp Verde as a designated Destination Marketing Organization for the purpose of recognition by the Arizona Office of Tourism and authorizes the Town Manager to sign the AOT Designation of Destination Marketing Organization Affidavit. This authorization will be effective until revoked by the Town Council but shall be effective at least until July 2022. The Town of Camp Verde Council hereby further authorizes the Town Manager to execute such other documents as may be necessary to carry out the intent of the AOT Designation of DMO Affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the Town of Camp Verde. Arizona, this 6th day of October, 2021.

WHEREAS, the Mayor and Town Council of the Town of Camp Verde have determined that it is in

IN WITNESS WHEREOF, I have hereun Town of Camp Verde, Arizona, this 6th day	to set my hand and caused to be affixed the sea of October, 2021.
Dee Jenkins, Mayor	
ATTEST:	
Cindy Pemberton, Town Clerk	

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DESIGNATION OF DESTINATION MARKETING ORGANIZATION AFFIDAVIT

SIAIE OF ARIZONA)			
COLUMN CONTRACTOR)	55.		
COUNTY OF	_			
I,		being first duly sworn, s	tate as follows:	
1. I am a duly authorized repr	esentative of		(the "Entity")	located at the physical
address of		, and	may be reached at th	e following telephone
number:				a lone will seleptione
2. This affidavit attests that th	e following organiz	ration meets the Arizona	. Office of Tourism rea	Uirements and is
designated as the DMO for th	e Entity:		·	rucuteurs and is
3. The above-listed organization	on has been design:	ated as the Entity's DM	3. by official action, to	wit:
		, on day of	. 20 .	••••
(List official action, such as Re	solution. Ordinance	e. Tribal Action, and/or (`ontract) and date of s	wasution!
I certify that, under the penalt are true and accurate to the b	y of perjury of the lest of my knowledg	law of the state of Arizo ge, and that I have autho	na, that the above wri ority granted by the En	tten statements herein tity to sign this affidavit.
(Signature)		· · · · · · · · · · · · · · · · · · ·		
(Printed or typed name)				
(Title)				
SUBSCRIBED AND SWORN to b	efore me, the unde	ersigned notary, this	day of	, 20, by a person
demonstrated to me to be		based on		, 20, by a person
				•
lotary Public				



Destination Marketing Organization Affidavit Cover Sheet

The	has been designated by the	as the official
Destination Marketing Organizati	on (DMO) for the purpose of coordinating tourism	promotion with the
Arizona Office of Tourism (AOT).	AOT does not designate local DMOs across the state.	. The local designation
decision lies with a municipality,	county, or tribal entity (the "Entity"), and must cor	nform to the following
requirements:		

- 1. AOT recognizes only one DMO per established community and requires that a DMO must be recognized by the Entity (municipal, county or tribal) leadership through official action, which also designates a representative who is authorized by the official action to execute the DMO Affidavit on behalf of the Entity.
- 2. The official action may be a resolution, ordinance, contract, or other official action by the Entity (municipality, county, or tribe), and the action must be effective until July 2022 (End of State Fiscal Year).
- 3. Renewal of DMO Affidavits will be required on an annual basis.
- **4.** A DMO is defined as a not-for-profit organization or governmental unit that is responsible for the tourism promotion and marketing of a destination on a year-round basis.
- 5. DMOs must have 1) a dedicated tourism marketing budget and 2) a website/microsite and/or social media presence.



Yavapai Big Brothers Big Sisters 50th Anniversary Proclamation

Whereas, In August 1971, Yavapai Big Brothers Big Sisters was established to provide one-one mentoring to the children of Yavapai County; and

Whereas, in August of 2021 Yavapai Big Brothers Big Sisters is celebrating 50 years of serving local children through one-on-one mentoring relationships with caring adult volunteers; and

Whereas, Yavapai Big Brothers Big Sisters is the number one mentoring organization in Yavapai County; and

Whereas, over 11,000 Little Brothers and Sisters have been matched with Big Brothers and Sisters across Yavapai County; and

Whereas, through partnership with parents and guardians, volunteers and others in the community, each child was helped to achieve higher aspirations, educational success, greater confidence and learn how to build better relationships; and

Whereas, when children have the influence of a caring adult, they are:

- 46% less likely than their peers to start using drugs
- 52% less likely to skip school
- 55% more likely to enroll in college; and

Whereas, creating and professionally supporting one-to-one mentoring relationships that ignite the promise in us all, allowing everyone to achieve their full potential; and

Whereas, Yavapai Big Brothers Big Sisters Mentoring is Professional; Mentoring is Intentional; Mentoring is Meaningful; and

Now Therefore, The Mayor and Common Council of the Town of Camp Verde hereby proclaim

ers that have nce.

December 31, 2021 to be Yavapai Big Brothers Big Sisters 50 th Anniversary
And express appreciation on behalf of the Town of Camp Verde, to the 11,000 volunted provided one-on-one mentoring to the youth of Yavapai County in its 50 years of existe
In witness whereof
Dee Jenkins, Mayor

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ATTEST:	
Cindy Pemberton, Town Clerk	

3208 Lakeside Village Drive Prescott, AZ 86301

50th Anniversary Proclamation

Contact: Laura Jones, Development Specialist LJones@AZBigs.org

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Town of Camp Verde

Agenda Item Submis.	sion Form – Sec	tion I	
Meeting Date: October 6	, 2021		
☐ Consent Agenda	☑ Decision Ager	nda	☐ Executive Session Requested
☐ Presentation Only	☐ Action/Presen	ntation	
Requesting Department:	Administration		
Staff Resource/Contact	Person: Russ Mar	rtin	
RESOLUTION OF THE M MUNICIPAL CORPORATI	AYOR AND COMM ON OF ARIZONA,	MON CO , TO AUT	and possible approval to adopt Resolution 2021-1077 - A UNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, A HORIZE THE MAYOR TO SIGN ALL DOCUMENTS THE CAMP VERDE WATER COMPANY.
List Attached Document	s:		
1. Pur	rchase Agreement	t	
Estimated Presentation	Time: 5 mins		
Estimated Discussion Ti	me: 5 mins		
Reviews and Cor	nments Con	nplete	ed by:
∑ Town Manager: Russ	s Martin	□ Дер	artment Head:
▼ Town Attorney Comr behalf of the Town.	<i>nents</i> : Developed,	reviewed	d, edited and negotiated by both Bill Sims and Steve Wene on
☐ Risk Management: N	I/A		
☑ Finance Department: received by the operation			d only through the securing of a loan of which current revenue the purchase.
study to determine how the Town Council's since inclu- but a good purchase for the	e Town could purch uding most recently he future of the Tow egotiation for purcha	hase the a due di vn. As re	er a previous Camp Verde Town Council initiated a feasibility Camp Verde Water Company. This was followed up by many ligence report in 2020 to determine if this was not only possible viewed and discussed, this issue appears to be ready. The 0,000,000 and is in line with the Camp Verde Water

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Again, it is important for the public to know that this purchase will be made and paid for by the revenues that the water system produces and will NOT be coming from any other department or general funds/taxpayer dollars. The pursuit of this has been paid for by the general fund but the actual cost of purchase will be paid by the revenues

collected over the amount necessary to currently operate the system.



RESOLUTION 2021-1077

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, A MUNICIPAL CORPORATION OF ARIZONA, TO AUTHORIZE THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE OF THE CAMP VERDE WATER COMPANY

WHEREAS, the Town of Camp Verde, Arizona, has identified a need to purchase the Camp Verde Water System for the future growth and development of the Town; and

WHEREAS, pursuant to Arizona Revised Statues §§ 9-511, the Town has the power to engage in businesses of public nature such as the power to purchase and operate a water company; and

WHERAS, pursuant to Arizona Revised Statues §§ 9-571, the Town may acquire a water company without complying with the requirement to obtain voter approval if the acquisition is financed with funds borrowed from the Water Infrastructure Finance Authority of Arizona and population limits are satisfied; and

WHEREAS, the Water Infrastructure Finance Authority of Arizona is financing the acquisition of the water company authorized by this Resolution; and

WHEREAS, the Town desires to complete a purchase of the Camp Verde Water System to control its future growth development; and

WHEREAS, it is in the best interest of the Town to purchase this company to, among other things, promote e better conservation methods of the Town's water supply;

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

Section 1. Acquisition of the Camp Verde Water Company by the Town is hereby authorized.

Section 2. All actions of the officers and agents the of Town which conform to the purposes and intent of this resolution and which further the completion of the purchase as contemplated by this resolution, whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of the Town are hereby authorized and directed to do all such acts and things and to execute all such documents on behalf of the Town as may be necessary to carry out the terms and intent of this resolution.

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PASSED AND ADOPTED this 6th day of	of October 2021.
Dee Jenkins, Mayor	
Attest:	Approved as to form:
Cindy Pemberton, Town Clerk	William Sims

PURCHASE AGREEMENT

DATE:		, 2021
		,,

SELLER: CAMP VERDE WATER SYSTEM, INC.

Address: 499 S 6th Street

Camp Verde, AZ 86322

Attention: Stanley Bullard, President

Telephone: (928) 567-5281

BUYER: TOWN OF CAMP VERDE, A MUNICIPAL CORPORATION

Address: Town of Camp Verde

473 South Main Street, Suite 102 Camp Verde, Arizona 86322

Attention: Russ Martin, Manager

Telephone: (928) 554-0000 Facsimile: (928) 567-9061

ESCROW AGENT: YAVAPAI TITLE AGENCY

Address: 123 N Montezuma Street

Prescott, AZ 86301

Telephone: (928) 445-2528

Escrow Officer:

PROPERTY: All Real Property and Personal Property associated and necessary to do

business of the Camp Verde Water System, Inc. identified in the Agreement below ("Purchased Assets"). The legal descriptions and documents detailing the land, easements, lines, wells, tanks and other assets necessary

to water shall be attached hereto as Exhibit A.

ARTICLE 1 AGREEMENT OF THE PARTIES

- 1.1 <u>Agreement</u>. In consideration of the mutual promises and covenants set forth in this Agreement, Seller also referred to as Company agrees to sell and Buyer agrees to buy the Purchased Assets and Business (defined below) on the terms and conditions set forth in this Agreement, with Seller and Buyer sometimes referred to individually as a "party" and collectively, as the "parties".
- 1.1.1 "Business" shall mean the business operations of Seller as currently conducted and owned by Seller and engaged as a public service corporation in the sale of water for domestic,

commercial, and other uses in its certificated area pursuant to its Certificate of Convenience and Necessity ("CC&N") issued by the Arizona Corporation Commission ("ACC") and other related services therewith.

- 1.2 <u>Effectiveness of Agreement; Opening Date</u>. This Agreement shall be effective when both Buyer and Seller have executed this Agreement. Within ten (10) business days following the date of execution of this Agreement by both Buyer and Seller, Buyer will deliver a fully executed copy of this Agreement to Escrow Agent, together with the Deposit required by <u>Section 2.2(a)</u>. The "Opening Date" shall be the date on which Escrow Agent receives the fully executed copy and Deposit. Promptly upon receipt of those items, Escrow Agent shall notify Buyer and Seller in writing of the Opening Date.
- 1.3 <u>Purchased Assets.</u> Subject to the terms and conditions set forth in this Agreement, Seller will sell, convey, transfer, assign and deliver to Buyer, and Buyer will purchase from Seller, upon Closing (as defined herein), all of Seller's right, title and interest in and to all assets of Seller set forth in Schedule 1 ("Purchased Assets").
- 1.4 <u>Good Title.</u> Good title to all Purchased Assets shall be conveyed to Buyer free and clear of all monetary liens and encumbrances.
- 1.5 Real Property. Real Property Purchased Assets are generally listed in Schedule 1, paragraph 7, and shall be specifically listed and identified in Exhibit A ("Real Property") to this Agreement.
- 1.6 <u>Personal Property.</u> Personal Property Purchased Assets are identified in Schedule 1, excluding paragraph 7, which is Real Property.
- 1.7 <u>Transfer Limitations.</u> The parties understand that the transfer and assignability of certain Purchased Assets may be limited. Seller shall identify to Buyer any asset subject to a transfer or assignment limitation or any applicable consent requirements. The parties will work in good faith to address any such limitation to allow the transfer to occur.
- 1.8 <u>Excluded Assets.</u> All Real and Personal Property Purchased Assets being retained by Seller is identified in Schedule 2. To be clear, if a Company Real Property or Personal Property Purchased Asset is not expressly identified in Schedule 2, then it shall transfer from the Company to the Town.
- 1.9 <u>Assumption of Obligations</u>. From and after Closing (as defined herein), Buyer shall assume and agree to pay, discharge, and perform according to their terms all obligations and liabilities resulting from the Business or ownership of the Purchased Assets and accruing after the Closing.
- 1.9.1 Buyer agrees to assume the obligations and liabilities of Seller pursuant to the Assignment of Leases and Assumption Agreement (Exhibit D) and the Assignment of Contracts and Assumption Agreement (Exhibit E) including all Non-Terminated Advances in Aid of Construction Agreements hereto from and after Closing.

- 1.9.2 Seller will pay, discharge, and perform according to their terms all obligations and liabilities resulting from the Business or ownership of the Purchased Assets and accruing prior to the Closing.
- 1.9.3 Seller will transfer any security deposits to Buyer according to ACC requirements.
- supplement, amend or create any Exhibit or Schedule to this Agreement in order to add information or correct information previously supplied to Buyer. No such amendment shall be evidence, in and of itself, that the representations and warranties in the corresponding section are no longer true and correct. It is specifically agreed that such Exhibits or Schedules may be amended to add immaterial, as well as material, items thereto. To the extent any Exhibit or Schedule to this Agreement is supplemented or amended pursuant to this Section, Seller shall provide all information related to the updated Exhibit or Schedule to Buyer within ten (10) days of such amendment or supplementation. Buyer must agree in writing to any supplement, amendment or revision to any Exhibit or Schedule to this Agreement. If Buyer provides information to supplement, amend, or revise any Exhibit or Schedule to this Agreement, Seller must agree in writing.

ARTICLE 2 PURCHASE PRICE AND PAYMENT TERMS

- 2.1 <u>Purchase Price</u>. The total purchase price for the Purchased Assets shall be TEN MILLION DOLLARS (\$10,000,000).
- 2.2 <u>Payment</u>. The Purchase Price shall be paid to Seller in United States Dollars by Buyer as follows:
 - 2.2.1 <u>Earnest Money</u>. Upon Execution of this Agreement, the Buyer shall deposit into Escrow (as defined below) the sum of FIVE THOUSAND DOLLARS (\$5,000.00) as an earnest money deposit (the "Deposit"). The term Deposit shall include any interest earned as permitted by Section 2.3(b) of this Agreement.
 - 2.2.2 <u>Cash Payment at Closing</u>. On or before the Closing, Buyer agrees to deposit into escrow the remainder resulting from the subtraction of the Deposit from the Purchase Price.
 - 2.2.3 <u>Manner of Payment.</u> All payments that Buyer is required to make under this Section shall be made by cashier's check payable to Escrow Agent or by wire transfer of immediately available funds to the account of Escrow Agent.
- 2.3 Earnest Money Provisions and Payment of Certain Seller Costs.
 - 2.3.1 <u>Manner of Payment; Deposit</u>. The Deposit required by this Agreement shall be held in trust by Escrow Agent to be disbursed in accordance with the terms and conditions of this Agreement. Escrow Agent is instructed to deposit all such payments in a federally-

insured money market or other similar account, subject to immediate withdrawal, at a bank or savings and loan institution located in Camp Verde, Arizona.

2.3.2 <u>Interest</u>. Interest earned on the Deposit shall be retained in the escrow until the Closing, at which time such interest shall be credited to Buyer; provided, however, that if this Agreement is cancelled, the interest shall be paid to the party entitled to receive the Deposit.

2.3.3 <u>Disposition of Deposit.</u>

- 2.3.3.1 If the Escrow closes, the Deposit, together with any interest accruing thereon, shall be credited against the Purchase Price.
- 2.3.3.2 If the Agreement is cancelled and pursuant to the terms of this Agreement Seller becomes entitled to receive and retain the Deposit, Escrow Agent shall immediately pay to Seller the Deposit, together with any interest accruing thereon.
- 2.3.3.3 If the Agreement is cancelled and pursuant to the terms of this Agreement Buyer becomes entitled to a return of the Deposit, Escrow Agent shall immediately refund to Buyer the Deposit, together with any interest accruing thereon.
- 2.3.4 Non-Refundable Nature of Deposit. If Closing does not occur due to Buyer's default under the terms of this Agreement, the Deposit, along with any interest earned thereon, shall become non-refundable to Buyer and paid to Seller. If Closing does not occur due to Seller's default under the terms of this Agreement, the Deposit, along with any interest earned thereon, shall become non-refundable to Seller and paid to Buyer.
- 2.4 <u>Disbursements</u>. At Closing, all amounts paid by Buyer on account of the Purchase Price, less any closing costs payable by Seller and disbursed pursuant to this Agreement, shall be disbursed to Seller.
- Allocation. Buyer and Seller agree to allocate the Price (and Assumed Liabilities and other relevant items) among the Purchased Assets. For this purpose, the parties agree that the Price and the Assumed Liabilities shall be allocated first to the Class II assets (as defined under Section 1060 of the U.S. Internal Revenue Code of 1986 as amended ("the Code"), then Class III, then Class IV, etc., in an amount not in excess of the fair market value of each respective class (except Class VII shall not be so limited) and an excess, if any, shall be allocated to any remaining asset classes. The parties hereto agree for all tax reporting purposes to report the transactions in accordance with the Purchase Price Allocation and to not take any position during the course of any audit or other proceeding inconsistent with such Purchase Price Allocation unless required by a determination of the applicable Governmental Authority that is final.
- 2.6 <u>Tax Allocation</u>. The Price will be allocated among the Purchased Assets for all tax purposes in accordance with Section 1060 of the Code as described in Section 2.5 herein. After Closing, the parties shall make consistent use of such Purchase Price Allocation for all tax purposes and in any tax returns filed with the Internal Revenue Service in respect thereof. In any proceeding related to the determination of any tax, neither Buyer nor Seller shall contend or represent that such allocation is not a correct allocation.

ARTICLE 3 ESCROW

- 3.1 <u>Establishment of Escrow; Escrow Instructions</u>. The parties have established an escrow for this transaction ("Escrow" or "Escrow Account"). The Escrow Agent is engaged to administer the Escrow. This Agreement constitutes escrow instructions to Escrow Agent. Should Escrow Agent require the execution of its standard form printed escrow instructions, Buyer and Seller agree to execute same; however, such instructions shall be construed as applying only to Escrow Agent's engagement, and if there are conflicts between the terms of this Agreement and the terms of the printed escrow instructions, the terms of this Agreement shall control.
- 3.2 Acceptance; Escrow Agent Not a Party. By accepting this Escrow, Escrow Agent agrees to be bound by the terms of this Agreement as they relate to the duties of Escrow Agent. However, such agreement does not otherwise constitute Escrow Agent as a party to this Agreement and no consent or approval from Escrow Agent shall be required to amend, extend, supplement, cancel or otherwise modify this Agreement except to the extent any such action increases the duties of Escrow Agent or exposes Escrow Agent to increased liability, in which such action shall not be binding on Escrow Agent unless Escrow Agent has consented to the same in writing.
- 3.3 <u>Cancellation Charges</u>. If the Escrow fails to close because of Seller's default, Seller shall be liable for all customary escrow cancellation charges. If the Escrow fails to close because of Buyer's default, Buyer shall be liable for all customary escrow cancellation charges. If the Escrow fails to close for any other reason, Seller and Buyer shall each be liable for one-half of all customary escrow cancellation charges.
- 3.4 <u>IRS Reporting</u>. Escrow Agent agrees to be the designated "reporting person" under \$6045(e) of the U.S. Internal Revenue Code of 1986 as amended, with respect to the real estate transaction described in this Agreement and to prepare, file and deliver such information, returns and statements as the U.S. Treasury Department may require by regulations or forms in connection with such requirements, including Form 1099-B.

ARTICLE 4 CONDITIONS TO CLOSING

- 4.1 <u>Conditions to Buyer's Obligation to Close</u>. Buyer's obligations to close this transaction are subject to the satisfaction of the following conditions on and as of the Closing:
- 4.1.1 <u>Title Review</u>. As soon as reasonably possible following the Opening Date, the Escrow Agent shall prepare a current preliminary title report or commitment for title insurance (the "Title Report") on the Real Property. The Title Report will show the status of title to the Real Property as of the date of the Title Report and will be accompanied by legible copies of all documents referred to in the Title Report. Buyer's satisfaction with the status of title to the Real Property as disclosed by the Title Report is a condition to Closing In that regard:
 - 4.1.1.1 Buyer shall have thirty (30) days (the "Review Period") following receipt of the Title Report in which to review and to give Seller and Escrow Agent written notice of any title exception which is unacceptable to Buyer, in Buyer's sole and absolute discretion (each such matter or exception, a "Disapproved Matter"). If, prior to Closing,

Escrow Agent issues a supplemental or amended title report showing additional title exceptions (an "Amended Title Report"), Buyer shall have a period of time (a "Supplemental Review Period") equal to five (5) days from the date of receipt of the Amended Title Report and a copy of each document referred to in the Amended Title Report in which to give notice of dissatisfaction as to any additional Disapproved Matters. If Buyer does not object to an exception to title as disclosed by the Title Report or an Amended Title Report within the applicable time period, such matter or exception shall be deemed to have been approved by Buyer.

- 4.1.1.2 If Buyer gives timely notice of any Disapproved Matter, then Buyer may, by giving notice to Seller and Escrow Agent within the Review Period or Supplemental Review Period, as applicable, either:
- 4.1.1.2.1 Cancel this Agreement; or
- 4.1.1.2.2 Provisionally accept title subject to Seller's removal of the Disapproved Matters, in which case Seller may, in the sole and absolute discretion of Seller, elect to remove the Disapproved Matters or obtain title insurance endorsements satisfactory to Buyer against such Disapproved Matters before the Closing. If Seller elects not to remove such Disapproved Matters before the Closing, then, at Buyer's election, Deposit, together with any interest earned thereon, will be returned to the Buyer, and this Agreement will be cancelled, or Buyer may waive such objections and the transaction will close as scheduled.
- 4.1.1.3 The matters shown in the Title Report and any Amended Title Report that are approved or deemed approved by Buyer in accordance with this Section 5.1(a), and any other matters approved by Buyer in writing, are referred to in this Agreement as the "Approved Title Exceptions."

If any of the foregoing condition is not fulfilled on or before the date by which such contingency is to have been satisfied and such condition has not otherwise been waived by Buyer in writing, Buyer may, in addition to any right or remedy otherwise available to Buyer, by written notice to Seller given at any time prior to Closing, cancel this Agreement. Upon such cancellation, Buyer shall be entitled to a return of the Deposit, together with any interest accruing thereon.

- 4.2 <u>Conditions to Seller's Obligation to Close</u>. Seller's obligation to close this transaction is subject to the satisfaction of the following conditions on and as of the Closing, unless an earlier date is specified:
- 4.2.1 <u>Full Compliance</u>. Buyer has fully performed all of its obligations to be performed by Buyer on or before Closing.

If any of the foregoing conditions is not fulfilled on or before the date by which such contingency is to have been satisfied and such condition has not otherwise been waived by Seller in writing, Seller may, in addition to any right or remedy otherwise available to Seller, by written notice to Buyer given at any time prior to Closing, cancel this Agreement. Upon such cancellation, Seller shall be entitled to receive and retain the Deposit, together with any interest accruing thereon.

4.3 <u>Access to Purchased Assets; Contracts</u>. Between the Effective Date and the Closing Date, Seller shall afford to the authorized representatives and agents of Buyer reasonable access to and the right to inspect the plants, properties, books and records of Seller relating to the Business and the Purchased Assets, and will furnish Buyer with such additional financial and operating data and other information as to the Business and the Purchased Assets as Buyer may from time to time reasonably request.

Buyer's right of access and inspection shall be made in such a manner as not to interfere unreasonably with the operation of Seller's Business or Seller's use of the Purchased Assets. Buyer may not conduct any borings, drilling or other non-destructive testing without first requesting and obtaining Seller's prior written consent, which shall not be unreasonably withheld. Buyer shall keep all information and data received or discovered in connection with the due diligence inspections of the Purchased Assets strictly confidential, sharing all such information only with its consultants, its lenders, and any potential equity investors in the Buyer entity. Buyer agrees that it will restore the Purchased Assets to its condition prior to conducting any tests or inspections. Buyer will indemnify and hold Seller harmless from any and all liability for property damage and/or personal injuries arising out of or related in any way to the activities of Buyer or its contractors, agents, or employees in their conduct of any such investigations and tests.

This Agreement shall not constitute an attempt to assign any Purchased Asset or assume any Assumed Liability, if the attempted assignment or assumption of same, as a result of the absence of a consent or authorization of a third party, would constitute a breach or default under any lease, agreement or commitment or would in any way adversely affect the rights, or increase the obligations, of Buyer or Seller with respect thereto. Except as otherwise agreed to by the parties, Buyer and Seller shall cooperate in good faith for obtaining any consent or authorization of a third party necessary for the assignment of any Purchased Asset to Buyer or the assumption by Buyer of any Assumed Liability. With respect to any Purchased Asset, if Seller fails to obtain the consent or authorization necessary for the assignment of such Purchased Asset prior to Closing, then Buyer may, at its option and expense, require Seller to enter into such arrangement (including sublease, agency, pass through, indemnity or payment arrangement) as reasonably necessary to provide Buyer with the benefits of such Purchased Asset. With respect to any Assumed Liability, Buyer agrees to cooperate with Seller to the extent reasonably necessary to relieve Seller from the obligations of such Assumed Liability but such cooperation shall require no monetary obligation of Buyer.

ARTICLE 5 CLOSING

- 5.1 <u>Time of Closing</u>. The closing hereunder ("Closing", "Close of Escrow" or "Close") shall be held and delivery of all items to be made at the Closing under the terms of this Agreement shall be made through escrow at Escrow Agent's office within ninety (90) days after the Commission issues an order approving the Sale of Assets and Cancellation of the CC&N (the "Closing Date").
- 5.1.1 Within thirty (30) days after the execution of this Agreement, Seller shall file with the Commission an application seeking Approval of the Sale of Assets; and Cancellation of the

- CC&N. The Parties agree to undertake reasonable steps to obtain the approval of the Commission for this Agreement. Closing of this Agreement shall occur after the Commission has given regulatory approval.
- Settlement statements for Seller and Buyer, reflecting the various charges, prorations and credits applicable to such party, as provided in this Agreement, and provide Seller with a copy of Seller's closing settlement statement and Buyer with a copy of Buyer's closing settlement statement. Prior to Closing, Seller shall have the right to review and approve its closing settlement statement to ensure that such settlement statement conforms to the terms of this Agreement, and the settlement statement for Seller, as approved by Seller, is referred to in this Agreement as the "Seller Closing Settlement Statement". Prior to Closing, Buyer shall have the right to review and approve its closing settlement statement to ensure that such settlement statement conforms to the terms of this Agreement, and the settlement statement for Buyer, as approved by Buyer, is referred to in this Agreement as the "Buyer Closing Settlement Statement".
- 5.3 <u>Seller's Closing Documents</u>. On or before the Closing, Seller shall deposit into escrow the following documents for delivery to Buyer at the Closing, each of which shall have been duly executed and, where appropriate, acknowledged:
- 5.3.1 A special warranty deed (the "Deed") in the form of Exhibit B attached hereto conveying the Real Property to Buyer, subject only to the Approved Title Exceptions;
- 5.3.2 A certification to Buyer and Escrow Agent, signed and acknowledged by Seller under penalties of perjury, certifying that Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Section 1445 and 7701 of the Internal Revenue Code of 1986 and the related Treasury Regulations;
 - 5.3.3 A bill of sale in the form of Exhibit C transferring Personal Property Purchased Assets to Buyer;
- 5.3.4 The Assignment of Leases and Assumption Agreement and the Assignment of Contracts and Assumption Agreement set forth in Exhibits D and E, respectively, including permits and licenses, if any;
- 5.3.5 A Secretary's Certificate attesting to (i) the written consent of the Camp Verde Water System, Inc. shareholders authorizing the execution and delivery of this Agreement and the consummation of the transactions contemplated thereby (and certifying that such resolutions were duly adopted and have not been rescinded); and
- 5.3.6 Such other documents as may be necessary or appropriate to transfer and convey all of the Real Property to Buyer and to otherwise consummate this transaction in accordance with the terms of this Agreement.
- 5.4 <u>Buyer's Closing Documents</u>. On or before the Closing, Buyer shall deposit into escrow the following documents for delivery to Seller at the Closing, each of which shall have been duly executed and, where appropriate, acknowledged:

- 5.4.1 A certification from Buyer dated as of the Closing Date certifying that attached thereto is a true and complete copy of all resolutions adopted by the Town Council of Buyer authorizing the execution, delivery, and performance of this Agreement and all transactions contemplated by this Agreement and that all such resolutions are in full force and effect and are all resolutions adopted in connection with the transactions contemplated by this Agreement;
- 5.4.2 Assignment and assumption agreements set forth in Exhibit D & E, with appropriate schedules attached ("Assignment and Assumption Agreement") including permits and licenses, if any; and
- 5.4.3 Such other documents as may be necessary or appropriate to consummate this transaction in accordance with the terms of this Agreement.
- 5.5 <u>Title Policy</u>. Promptly following the Closing, Seller shall cause Escrow Agent to provide Buyer with a standard owner's policy of title insurance (the "Title Policy") issued by Escrow Agent (the "Title Insurer") in the full amount of the Purchase Price, effective as of the Closing, insuring Buyer that fee simple title to the Real Property is vested in Buyer, subject only to the usual printed exceptions and exclusions contained in such title insurance policies and to the Approved Title Exceptions. The premium for a standard title insurance policy shall be paid by Seller at Closing and the premium for an extended title insurance policy in excess of the premium for a standard title policy shall be paid by Buyer at Closing, if requested by Buyer.

5.6 <u>Closing Costs and Prorations.</u>

- 5.6.1 <u>Escrow Charges</u>. Upon Closing, Seller and Buyer each agree to pay one-half of the escrow charges.
 - 5.6.2 Recording Fees. Fees for recording the Deed will be paid by Seller.
- 5.6.3 <u>Prorations.</u> Taxes, including, but not necessarily limited to, all rental, sales, excise, transaction privilege, real property taxes and assessments, and owner's association dues and similar charges related to the ownership or operation of the Real Property shall be prorated as of Close of Escrow. Real estate taxes and assessments, and any homeowners' or property owners' association assessments shall be prorated in escrow as of the Closing, based upon the latest information on the actual tax rate for the current year, if available, and if not available then based on the amount of the most recent available real estate tax bills. Escrow Agent shall use commercially reasonable efforts to obtain the actual tax rate for the current year, if available. Other special assessments for the period prior to Closing shall be paid in full by Seller.
- 5.6.4 <u>Miscellaneous Closing Costs.</u> Any other closing costs not provided for above or elsewhere in this Agreement shall be paid by Buyer and Seller according to the usual and customary practice of Escrow Agent.
- 5.6.5 <u>Method of Payment.</u> All closing costs and commissions payable by Seller shall be deducted from Seller's proceeds at the Closing. On or before the Closing, Buyer shall deposit with Escrow Agent cash in an amount sufficient to pay all closing costs payable by Buyer.

- Payments and Disbursements to Be Handled through the Escrow. The various charges, credits and prorations contemplated by this Agreement will be handled by Escrow Agent through the escrow by appropriate charges and credits to Buyer and Seller and will be reflected in the Seller Closing Settlement Statement or the Buyer Closing Settlement Statement, as appropriate. All amounts payable pursuant to this Agreement will be paid to Escrow Agent for disposition through the escrow. Escrow Agent is authorized to make all disbursements to the parties and to third parties contemplated by this Agreement from funds deposited for those purposes, as necessary or appropriate to close this transaction and as set forth in the Seller Closing Settlement Statement and the Buyer Closing Settlement Statement.
- 5.8 <u>Meter Readings.</u> Seller shall perform its final customer meter read and billing before or on the Closing Date. Seller shall bill customers based on the final meter reading and direct customer payments to Seller. After the Closing Date, Buyer shall perform the customer meter reading and billing and direct payments to Buyer.

ARTICLE 6 ADDITIONAL COVENANTS

- 6.1 <u>Possession</u>. Possession of the Purchased Assets shall be delivered to Buyer upon the Closing.
- As Is Condition. Buyer acknowledges and agrees that subject to the representations and warranties expressly and specifically set forth in this Agreement and in the Special Warranty Deed, the Purchased Assets will be conveyed to Buyer "AS IS", "WHERE IS", and "WITH ALL FAULTS" in its present condition and Seller makes no express warranties related to the Purchased Assets and expressly disclaims any and all implied warranties, including without limitation, all implied warranties of "MERCHANTABILITY" or "FITNESS FOR A PARTICULAR PURPOSE". Buyer acknowledges that the Purchased Assets are not new construction and that it is likely that there may be items needing maintenance, repair or replacement, and that equipment or components in current working order may soon require replacement or repair. Buyer acknowledges that it is Buyer's duty to inspect the Purchased Assets and Buyer has full authority to do so, as long as Seller's representatives are given an opportunity to be present and all damage is properly repaired and indemnified.
- 6.3 <u>Employees</u>. Buyer shall offer employment to all employees identified in Schedule 4 ("Schedule of Transferred Employees") at the same position and wage as the employee held on the Closing Date, provided any increase in salary or wage within the past six (6) months has been consistent with the Seller's historic practices. For purposes of this Agreement, employees who accept employment with the Buyer shall be referred to herein as the "Transferred Employees". Buyer shall offer all Transferred Employees benefits comparable to the benefits and provided to similarly situated employees of Buyer.
- 6.3.1 Seller shall retain sponsorship of each employee benefit plan, program, or arrangement sponsored by Seller. Buyer shall not be entitled to any asset of (or associated with), or assume or be liable for any obligation of, any Employee Benefit Plan (or associated contract) or other such Employee Benefit Plan, program, or arrangement sponsored by Seller. No Employee Benefit Plan (or associated contract), program, or arrangement sponsored by Seller shall be

considered to be a purchased "asset," "contract," or an "assumed liability" for purposes of this Agreement.

- 6.4 <u>Condemnation</u>. If, prior to Closing, all or any portion of the Purchased Assets is taken by or under threat of condemnation or eminent domain (including by deed in lieu of condemnation) and Buyer receives notice from the Seller or any governmental agency or other person with the power of eminent domain threatening the taking of all or any portion of the Real Property Purchased Assets (any such event being referred to as a "Condemnation Event"), Buyer may, at its election, cancel this Agreement by giving written notice of cancellation to Seller and Escrow Agent within five days of occurrence of the Condemnation Event. If Buyer so elects to cancel this Agreement, then the Deposit, together with any interest accruing thereon, will be returned to Buyer, and the Agreement shall be cancelled. If, prior to Closing, there is a Condemnation Event and Buyer elects to close the escrow notwithstanding the taking, Buyer shall receive all awards or payments made to which Seller is entitled for such taking, and Buyer shall proceed to close the escrow and pay the total Purchase Price.
- 6.5 <u>Risk of Loss</u>. The risk of loss or damage to the Purchased Assets and all liability to third persons until the Closing shall be borne by Seller.
- Environmental. To Seller's actual knowledge, with Seller defined as the company's 6.6 officers President Stanley R. Bullard, Vice-President Justin R. Bullard, and Secretary Stacy R. Barnes, the company has operated in compliance with all laws relating to the protection of the environment, persons or the public welfare from actual or potential exposure (or the effects of exposure) to any actual or potential release, discharge, spill or emission of, or regarding the manufacture, processing, production, gathering, transportation, use, treatment, storage or disposal of, any petroleum product, contaminant, pollutant, dangerous substance, toxic substance, hazardous material, waste, hazardous waste or hazardous chemical as may be defined the federal Clean Air Act, the Clean Water Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Safe Drinking Water Act, the Toxic Substance and Control Act, the Superfund Amendments and Reauthorization Act, the Hazardous and Solid Waste Amendments Act and the Oil Pollution Act of 1990, all as amended, and analogous state and local laws, except for such violations as could not reasonably be expected to have a material adverse effect on the Business or Purchased Assets of the company after Closing. To Seller's actual knowledge, Seller has not received any notice of any violation with regard to any such applicable laws that remains unresolved. Buyer understands that Seller has no obligation to investigate compliance with all laws relating to the protections of the environment, persons, or public welfare under this Agreement. Seller's actual knowledge shall not include imputed, constructive or vicarious, knowledge.
- Mater Adequacy Designation. Seller holds a designation of adequate water supply pursuant to A.R.S. § 45-108 et seq. and A.AC. R12-15-701 et seq. in which Seller has demonstrated that it has wells of sufficient capacity to satisfy its 2025 annual estimated water demand of 622.20 acre-feet per year of groundwater for at least 100 years ("Designation") as set forth in AWS No. 2016-003 Decision and Order No. 41-700446.0001 ("Decision"). Seller represents there have been no material revisions to the Decision, or material changes to Business operations that would invalidate the Decision, and agrees to assist Buyer using reasonable efforts

to transfer the Designation from Seller to Buyer pursuant to Arizona Department of Water Resources' ("ADWR") rules, policies, or instructions.

- 6.8 <u>Conduct of Business.</u> From the date hereof until the Closing, Seller shall cause the company to: (i) operate only in the usual, regular and ordinary course of business, consistent with past practice, and use commercially reasonable efforts to preserve its present business operations, assets, organization and goodwill; (ii) maintain books, accounts and records in the usual, regular and ordinary manner, consistent with past practice; (iii) comply in all respect with applicable laws; and (iv) not incur any indebtedness for borrowed money.
- 6.9 <u>Accounts Payable and Receivables.</u> Seller is entitled to all account receivables and responsible for all account payables incurred by Seller arising during the course of business up to and through the Closing. Buyer will be responsible for all account payables incurred by Buyer in ordinary due course of Business and is entitled to all account receivables arising after Closing.
- 6.10 <u>Assumption of Liabilities</u>. Buyer shall assume and agree to pay, discharge, and perform the liabilities and obligations arising after the Closing and out of the following:
- 6.10.1 Business operations or the use or ownership of the Business and Purchased Assets after Closing;
- 6.10.2 Assumed agreement, contract, lease, and license obligations;
- 6.10.3 All obligations to provide water service to customers.
- 6.11 Excluded Liabilities. Except for assumed liabilities identified in the foregoing Article and Sections 1.9 and 4.3 herein, Buyer shall not become liable and Seller shall remain solely liable for any obligation to pay, perform, and discharge all liabilities of Seller related to the Business arising prior to Closing.

ARTICLE 7 DEFAULTS AND REMEDIES

- 7.1 <u>Defaults and Remedies</u>. In the event a party fails to do all things necessary to close or fails to observe or perform any of the other representations, warranties, covenants, or agreements ("default") in this Agreement ("Deficient Party") (provided there is no pre-existing default by the other party), the non-Deficient Party shall:
- 7.1.1 Notify the Deficient Party of the failure in writing with a copy to Escrow Agent; and
- 7.1.2 If the Deficient Party has not cured such failure within ten (10) days after such notice, then the Deficient Party shall be in default.
- 7.2 When a default occurs, the non-Deficient Party may:
 - 7.2.1 Waive the default and proceed to Close Escrow;

- 7.2.2 Cancel this Agreement, effective upon receipt of written notice by the Deficient Party and Escrow Agent;
- 7.2.3 Seek specific performance provided that suit is filed in the Superior Court of Yavapai County within sixty (60) days of the Closing or event of default, whichever is later; or
- 7.2.4 Seek legal damages against Deficient Party for out-of-pocket expenses not to exceed \$10,000 per default event, except damages incurred due to a default of a fundamental representation or warranty are not limited to \$10,000 per default event. A fundamental representation or fundamental warranty is specifically defined as those representations or warranties pertaining to ownership of the Business or Purchased Assets, authority to enter into the Agreement, compliance with environmental laws, and the non-existence of other ownership claims against the Business or Purchased Assets.
- 7.2.5 The parties irrevocably waive any right to damages or any other remedies or form of relief, except as specifically set forth in this Article.
- 7.3 The foregoing shall constitute all of the parties' available remedies, which do not include loss of bargain, lost profits, or punitive or consequential damages.
- 7.4 If the Agreement is cancelled, the non-Deficient Party shall receive the Deposit and interest thereon.

ARTICLE 8 GENERAL PROVISIONS

- 8.1 <u>Assignment</u>. Neither party may assign this Agreement without the prior written consent of the other, and any such prohibited assignment shall be void.
- 8.2 <u>Binding Effect</u>. The provisions of this Agreement are binding upon and shall inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.
- 8.3 Attorneys' Fees. If either party to this Agreement initiates or defends any legal action or proceeding with the other party in any way connected with this Agreement, the prevailing party in any such legal action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover from the losing party in any such legal action or proceeding its reasonable costs and expenses of suit, including reasonable attorneys' fees and expert witness fees. Attorneys' fees under this Section include reasonable attorneys' fees on any appeal and in any bankruptcy or similar or related proceeding in federal or state courts. Any dispute as to the amounts payable pursuant to this Section shall be resolved by the court and not by a jury.
- 8.4 <u>Waivers</u>. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver be a continuing waiver. Except as expressly provided in this Agreement, no waiver shall be binding unless executed in writing by the party making the waiver. Either party may waive any provision of this Agreement intended

for its benefit; provided, however, such waiver shall in no way excuse the other party from the performance of any of its other obligations under this Agreement.

8.5 <u>Notices</u>. All notices required or permitted hereunder shall be in writing and shall be served on the parties at the following address:

If to Seller: TOWN OF CAMP VERDE

473 South Main Street, Suite 102 Camp Verde, Arizona 86322 Attention: Russ Martin Telephone: (928) 554-0001 Facsimile: (928) 567-9061

With a copy to: Steve Wene

1850 N. Central Avenue, Suite 1100 Phoenix, Arizona 85004-4541 Office (602) 604-2189

If to Buyer: Camp Verde Water System, Inc.

(mailing address) c/o Stanley R. Bullard, President P.O. Box 340

Camp Verde, AZ 86322 Office (928) 567-5282

With a copy to: Karen E. Nally

Law Office of Karen E. Nally, PLLC 3240 E. Union Hills Dr., Suite 121

Phoenix, AZ 85050 Office (602) 258-4061

If to Escrow Agent:

YAVAPAI TITLE AGENCY 123 N Montezuma Street

Prescott, AZ 86301 Office (928) 445-2528

Escrow Officer:

Any such notices may be sent by (a) certified mail, return receipt requested, in which case notice shall be deemed delivered five (5) business days after deposit, postage prepaid in the U.S. mail, (b) by nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit for next business day delivery with such courier, or (c) facsimile or other electronic transmission, in which case notice shall be deemed delivered upon electronic verification that transmission to recipient was completed. The above addresses and facsimile numbers may be changed by written notice to the other party; provided that no notice of a change of address or facsimile number shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

- 8.6 <u>Further Documentation</u>. Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.
- 8.7 <u>Survival</u>. The following obligations of the parties will survive the Closing or cancellation or termination of this Agreement, whether contained in this Agreement or in any agreement, instrument, or other document given by a party in connection with the transactions contemplated by this Agreement:
- 8.7.1 <u>Post-Closing Covenants</u>. Any and all obligations of the parties that are to be performed following the Closing; and
- 8.7.2 Other Obligations. Any other obligation with respect to which it is expressly provided that it will survive the Closing or cancellation of this Agreement.
- 8.8 <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties to this Agreement in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy to the other party shall be effective as delivery of a manually executed counterpart of this Agreement.
- 8.9 <u>Construction</u>. Unless the context of this Agreement clearly requires otherwise or unless otherwise expressly stated in this Agreement, this Agreement shall be construed in accordance with the following:
- 8.9.1 <u>Use of Certain Words.</u> References to the plural include the singular and to the singular include the plural and references to any gender include any other gender. The part includes the whole; the terms "include" and "including" are not limiting; and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.
- 8.9.2 <u>References.</u> References in this Agreement to "Articles," "Sections," or Exhibits are to the Articles and Sections of this Agreement and the Exhibits to this Agreement. Any reference to this Agreement includes any and all amendments, extensions, modifications, renewals, or supplements to this Agreement. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.
- 8.9.3 Construing the Agreement. Each of the parties to this Agreement acknowledges that such party has had the benefit of independent counsel with regard to this Agreement and that this Agreement has been prepared as a result of the joint efforts of all parties and their respective counsel. Accordingly, all parties agree that the provisions of this Agreement shall not be construed or interpreted for or against any party to this Agreement based upon authorship or any other factor but shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties to this Agreement.
- 8.9.4 <u>Partial Invalidity</u>. If any portion of this Agreement is determined to be unconstitutional, unenforceable or invalid, such portion of this Agreement shall be stricken from

and construed for all purposes not to constitute a part of this Agreement, and the remaining portion of this Agreement shall remain in full force and effect and shall, for all purposes, constitute the entire Agreement.

- 8.9.5 <u>Governing Law</u>. This Agreement shall be construed according to the laws of the State of Arizona, without giving effect to its conflict of laws principles.
- 8.9.6 <u>Time of Essence</u>; <u>Time Periods.</u> Time is of the essence of this Agreement. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 11:59 o'clock p.m. (local Arizona time) on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, or any other day that Escrow Agent is closed for business, the time for performance or taking such action shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday or day on which Escrow Agent is closed for business.
- 8.9.7 No Partnership or Joint Venture. Seller and Buyer shall not, by virtue of this Agreement, in any way or for any reason be deemed to have become a partner of the other in the conduct of its business or otherwise, or a joint venturer. In addition, by virtue of this Agreement there shall not be deemed to have occurred a merger of any joint enterprise between Buyer and Seller.
- 8.9.8 Entire Agreement. This Agreement, including all Exhibits and Schedules, constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by Buyer and Seller.
- 8.9.9 <u>Agreement Survives Close of Escrow</u>. All obligations referred to herein to be performed at a time or times after Close of Escrow shall survive Close of Escrow. Seller's warranties and representations contained herein shall survive Close of Escrow for a period of six (6) months after Close of Escrow and not thereafter.
- 8.9.10 <u>Binding Agreement</u>. Subject to any limitation on assignment elsewhere set forth herein, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective legal representatives, successors, and assigns.

[Remainder of Page Left Intentionally Blank]

[Signature Page Follows]

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EXECUTED as of the date written on the first page of this Agreement.

CAMP VERDE WATER SYSTEM, INC.
Hauly & Bulland
President Stanley Bullard
TOWN OF CA MP VERDE
Mayor Dee Jenkins

EXHIBIT A LEGAL DESCRIPTION OF THE REAL PROPERTY

Insert from Title Report

PARCELS & WELLS INCLUDED IN PURCHASE OF CVWS

Active Wells

Well Name & NUMBER

PARCEL NO.

Verde River

Estates WELL SITE & PRESSURE

TANK SITE

55-605031 403-08-007 & 403-18-003U

Mongini I

55-534876

Mongini II 55-573009 Mongini !!!

407-09-011/

407-09-011

55-210369 RAINBOW DR. TANK SITE 407-09-011

RAINBOW OR. PRESSURE SITE

403-20-007L

4TH ST PRESSURE SITE

403-20-007D

404-22-060

6TH ST. TANK SITE

A PORTION OF 404-24-011

Inactive Wells

Well Name & NUMBER Lot 33

55-605090

55-541863

404-23-042A

404-01-043A

PARCEL NO.

Afton

Estates !

55-605026

Security Acres

55-605027

Afton

404-01-014

Estates II

55-519944

404-01-043A Afton

Estates (II)

55-543661 Ft River

404-01-043A

Caves

55-605032

404-30-196

Horseshoe

Bend

55-605028

Park Verde

Estates

55-605029

403-21-17DA

403-19-037

YAQUI OR OLD ROCK HOUSE

404-01-043A

FLEET TRUCKS STOCKED W/ TOOLS FOR REPAIRS & MAINTENANCE

2007 CHEVY 1500 2007 GMC SIERRA 3500 2007 FORD F350

HEAVY EQUIPMENT

2008 VOLVO BL60 BACKHOE W/ 3 BUCKETS 1996 GMC DUMP TRUCK 2003 INTERSTATE TRAILER

SMALL ENGINE EQUIPMENT

WACKER JUMPING JACK STIHL CHOP SAW 6000 WATT GENERATOR TRASH PUMP HYDROSTATIC TEST PUMP

COMPUTERS AND SOFTWARE

- (2) OFFICE COMPUTERS W/ BILLING SOFTWARE
- (2) LAPTOP COMPUTERS W/ METER READING SOFTWARE & TRANSCEIVERS

SCADA SYSTEM

ENTIRE SCADA SYSTEM W/ PRIMEX ICONTROL SUBSCRIPTION/SCADA SYSTEM WILL NEED TO BE RELOCATED TO 6TH ST TANK SITE 404-24-011

TOWER LEASES TO BE REASSIGNED TO TOCV

TPT SPEEDCONNECT

T&TA

VERDE VALLEY INTERNET

EASEMENTS ASSIGNED TO CVWS TO BE TRANSFERRED TO TOCV

SECTION TOWNSHIP RANGE

55 T14N R5E

S5 T13N R5E

56 T13N R5E

S9 T14N R4E

S10 T14N R4E

S12 T14N R4E

S13 T14N R4E

S14 T14N R4E

S15 T14N R4E

S23 T14N R4E

S24 T14N R4E

S25 T14N R4E

530 T14N R5E

S31 T14N R5E S31 T15N R4E

S32 14N R5E

536 14N R4E

AND ALL METER ACCESS AGREEMENTS

MAINS 13-015	MATERIAL	LENGTH IN FEET	NEW PIPE	TOTAL
SIZE IN INCHES	_	2019		2020
2	GAL/PVC	14755	0	44
3	CI	1000	0	14755
4	DIP	5052	0	1000
4	PVC/ACP	33978	0	5052
6	DIP	18475	2972	33978
6	PVC/ACP	53720	0	21447
8	DIP	39295	5435	53720
8	PVC	19040		44730
10	PVC	1845	0	19040
10	DIP	340		1845
12	DIP	63138	0	340
12	PVC	3458	4406	67544
		0-100	0	3458
MAINS	MATERIAL	LENGTH IN FEET	NEW PIPE	
16-072			LOWER VRE,	TOTAL
SIZE IN INCHES		2019	LOWER VKE,	
		2010		2020
2	GAL/PVC	5335	0	5005
3	CI	0	0	5335
4	DIP	210	ő	0
4	PVC/ACP	4080	0	210
6	DIP	50	0	4080
6	PVC/ACP	2446	0	50
8	DIP	0	0	2446
8	PVC	280	0	0
10	PVC	0		280
12	DIP	Ö	0	0
12	PVC	ő	0	0
8	ACP	400	0	. 0
		400	0	400
CUSTOMER METERS	2019		2020	
			2020	
SIZE IN INCHES	QUANTITY	NEW		
5/8X3/4	1503	161	4004	
.3/4"	5	0	1664	
1	46	0	5	
1 1/2	24		46	
2	30	1 3	25	
	00	S	33	

fire hydrants	159	30	1821 189
	1649	0	0
FIRE LINE	26	7	33
8 COMP	1	0	1
6 TURBO	0	0	0
6 COMP	3	0	3
4 TURBO	0	0	0
4 COMP	4	0	4
3 TURBO	2	0	2
3 COMP	5	0	5



CAMP VERDE WATER SYSTEM INVENTORY MISC CAMP VERDE WATER SYSTEM INVENTORY MISC

344 W		OLD	NEW			
MATERIALS	TOTAL	COST	COST	AVERAGE	TOTAL	
#1 1/2 METER BOX	39	14.00	17.07	15.54		7
#1 CONCRETE MET BOX LOWER	6	15.53	19.11	17.32		
#1 CONCRETE MET BOX UPPER	0	14.26	14.71	14.49		_
#1 STEEL METER BOX LID	75	20.36	20.36	20.36		
#2 CONCRETE MET BOX LOWER	11	25.18	24.66	24.92	24.9	
#2 CONCRETE MET BOX UPPER	0	26.02	26.02	26.02	0.00	
#2 STEEL METER BOX LID	2	47.18	63.94	55.56		
#3 CONCRETE MET BOX LOWER	0	0.00	31.49	15.75		_
#3 CONCRETE MET BOX UPPER	1	0.00	16.92	8.46		
#3 STEEL METER BOX LID	5	64.74	64.74	64,74	8.46	
#4 CONRETE MET BOX	1	39.72	39.72	39.72	323.70	
#4 METER BOX LID	6	88.24	75.82	82.03	39.72	
24 VALVE BOX BOTTON	. 3	14.12	20,45	17.29	492.18	
BLUE CARSONITE MARKING POST	7	37.40	37.40	37.40	51.86	_
BLUE STAKE - STAKE CHASERS	500	0.00	0.00	0.00	261.80	
CUSTOMER VALVE BOX	0	6,24	6.24	6.24	0.00	-
HERSEY TRANSMITTER	36	58.00	58.00		0.00	
HERSEY TRANSMITTER W/ REGISTER	0	0.00	0.00	58.00	2088.00	
NEPTUNE TRANSMITTER	0	131.00	145.22	0.00		USED
NEPTUNE REGISTER	1	0.00	0.00	138.11	0.00	
NEPTUNE ANTENNA	52		0.00	0.00		NEW
VALVE BOX TOP 16	2	34.23	28.95	24.70		USED
VALVE BOX TOP 26	2	85.12	<u> </u>	31.59	63,18	
VALVE BOX BOTTOM 36B	2	87.74		69.81	139.62	ĺ
VALVE BOX BOTTOM 24B	3	87.74	95.63	91.69	183.37	
VALVE BOX LIDS	4	8.46	39.86	63.80	191.40	
WATER VALVE DECALS	14	3.00	17.30	12.88	51.52	
	176	3.00	4.79	3.90	54.53	
					0.00	

CAMP VERDE WATER SYSTEM INVENTORY 1/2"

		OLD	NEW		
MATERIALS	TOTAL	COST	COST	AVERAGE	TOTAL
1/2" Galv Pipe	7	2.83	2.83	2.83	19.81
1/2" GAL 90 BEND	0	1.44	1.44	1.44	0.00
1/2" GAL STREET 90 BEND	0	2.08	2.08	2.08	0.00
1/2" Galv 90 bend	0	1.44	1.44	1.44	0.00
1/2" Galv 90 Street Bend	0	2.08	2.08	2.08	0.00
1/2" PVC 90 BEND	0	0.00	0.00	0.00	0.00
1/2" PVC MALE ADAP	0	0.00	0.00	0.00	0.00
1/2" PVC PIPE	8	0.00	0.00	0.00	0.00
1/2"X 24" GAL NIPPLE	10	3.00	3.00	3.00	30.00
					49.81

CAMP VERDE WATER SYSTEM INVENTORY 3/4"

	2019				
	=	OLD			
3/4" BALL CORP MIPXMIP	TOTAL			AVERAGE	TOTAL
3/4" BALL CORP MIPXPJ	5	38.16		39.67	
3/4" BAND AIDES	5	46.38		43.78	
3/4" BRASS 45 EL	6	12.81	12.81	12.81	
3/4" BRASS 90 EL	4	4.87	4.90	4.89	
3/4" BRASS CAP	4	4.65	4.65	4.65	18.60
3/4" BRASS COUPLING	3	3.15	2.92	3.04	
3/4" BRASS PLUG	2	3.38	2.80	3.09	
3/4" BRASS TEE	1	2.85	2.85	2.85	
3/4" COUP PIXPI CTS	4	5.99	5.99	5.99	23.96
3/4" COUP PJXPJ CTS IPSXIPS	4	16.10	16.10	16.10	64.40
3/4" COUP PIXPI IPS	0	17.84	17.84	17.84	0.00
3/4" CTS COUP	5	17.84	17.84	17.84	89.20
3/4" CTS POLY PIPE	4	21.60	21.60	21.60	86.40
3/4" CTS SS INSERTS	100	0.17	0.17	0.17	17.00
3/4" DUAL CHECK VALVE	24	1.47	1.47	1.47	35.28
3/4" fpt Angle Meter Valve	8	38,91	51.42	45.17	361.32
3/4" fpt Meter Valve Straight	4	44.13	66.23	55.18	220.72
3/4" Full Port Ball Valve FPT	5	27.26	27.26	27.26	136.30
3/4" GALV 45* EL	1	5.99	5.99	5.99	5.99
3/4" GALV 90* EL	12	1.51	1.51	1.51	18.12
3/4" GALV GAP	2	1.51	0.87	1.19	2.38
3/4" GALV COUPLING	4	1.29	1.09	1.19	4.76
3/4" Galv Pipe	4	0.71	1.73	1.22	4.88
3/4" GALV PLUG	15	1.10	1.10	1.10	16.50
8/4" GALV FLOG	5	13.48	1.05	7.27	36.33
3/4" GALV TEE	11	2.23	2.23	2.23	24.53
8/4" GALV UNION	17	2.23	2.23	2.23	37.91
	9	1.29	1.05	1.17	10.53
8/4" IPS 90* Male Adapter	14	2.76	10.45	6.61	92.47
8/4" IPS Angle Meter Valve [Ball]	3	69.00	78.82	73.91	221.73
/4" IPS Corp Stop [Ball] /4" IPS COUP PJPXPJ	10	41.17	57.00	49.09	490.85
	5	12.77	26.88	19.83	99.13
/4" IPS Coupling	5	21.54	21.54	21.54	107.70
/4" IPS Female Adapter	6	10.81	10.81	10.81	64.86
/4" IPS Insert	16	1.45	1.83	1.64	26.24
/4" IPS Male Adapter	14	10.81	10.45	10.63	148.82
/4" IPS MALE ADATP PJXMIP	14	18.19	12.77	15.48	216.72
/4" IPS Poly Pipe	100	0.39	0.43	0.41	41.00
/4" IPS TEE	0	1.47	1.47	1.47	0.00
4" IPS x 3/4" CTS Coupling	13	18.17	18.19	18.18	236.34
4" IPSX3/4 CTS ADAPT	0	9.45	9.45	9.45	
4" MALE ADAPT MPTXPJ CTS	8	9.45	9.45	9.45	75.60
4" METER GASKETS 1/8"	6	0.00	0.00	0.00	75.60
				0.00	0.00

3/4" MPT Corp Stop	6	14.64	14.65	14,65	87.87
3/4" PRV	0	49.44	49.44	49.44	0.00
3/4" PVC DRESSER COUPLING	2	0.00	0.00	0.00	0.00
3/4" SCH 40 PVC Pipe	5	0.45	0.45	0.45	2.25
3/4" SCH 80 PVC Pipe	0	0.45	0.45	0.45	0.00
3/4" STOP & WASTE VALVE	1	36.69	36.69	36.69	36.69
3/4"X 2 1/2" Galv Nipple	15	0.73	0.73	0.95	14,25
3/4"X 2" Gaiv Nipple	10	0.71	0.71	0.85	8.50
3/4"X 3 1/2" Galv Nipple	10	1.02	1.17	1.10	10.95
3/4"X 3" Galv Nipple	9	0.85	0.95	0.90	8.10
3/4"X 4 1/2" Galv Nipple	12	1.48	1.48	1.48	17.76
3/4"X 4" Galv Nipple	10	1.02	1.17	1.10	10.95
3/4"X 5 1/2" Galv Nipple	9	1.07	1.75	1.41	12.69
3/4"X 5" Galv Nipple	10	1.49	1.48	1.49	14.85
3/4"X 6" Galv Nipple	6	1.35	1.35	1.22	7.32
3/4"X 8" Brass Nipple	2	5.97	5.97	5.97	11.94
3/4"X1 1/2 GALV NIPPLE	_9	0.85	0.85	0.85	7.65
3/4"X12" GALV NIPPLE	0	0.00	0.00	0.00	0.00
3/4"X2 1/2 METER COUPLING	10	3.58	3.58	3.58	35.80
3/4"X8 METER COUPLING	0				
3/4"X8 1/2 METER COUPLING	0	18.39	25.10	21.75	0.00
3/4"X8" GALV NIPPLE	2	14.70	14.70	14.70	29.40
3/4"XCLOSE BRASS NIPPLE	4	1.95	1.77	1.86	7.44
3/4"XCLOSE GALV NIPPLE	10	0.75	0.75	0.75	7.50
3/4X1 1/2 METER COUPLING	9	0.49	0.49	0.49	4.41
3/4X3" BRASS NIPPLE	0	3.08	4.09	3.59	0.00
3/4X4" BRASS NIPPLE	4	4.09	3.29	3.69	14.76
3/4X6" BRASS NIPPLE	6	6.01	6.01	6.01	36.06
5/8X3/4 HERSEY METER-RF	. 3	202.40	202.40	202.40	607.20
5/8X3/4 HERSEY METER BODY	0				0.00
5/8X3/4 METER - MANUAL	0	20.00	20.00	20.00	0.00
5/8X3/4 NEPTUNE METER-RF	25	222.65	222.65	222.65	5566.25
		25.08	25.08	25.08	0.00

10128.89

CAMP VERDE WATER SYSTEM INVENTORY 1"

	•				
MATERIALO		OLD	NEW	7	
MATERIALS 1" ANTI-FRICTION RING FR-D1	TOTAL	1	COST	AVERAGE	TOTAL
1" BAND AIDES	0	0.18	0.18	0.1	
1" BRASS 45 EL	4	13.73		13.7	3 54.92
1" BRASS 90 EL	4	5.56	2.08	3.8	
1" BRASS CAP	3	5.09	7.51	6.3	
1" BRASS COUPLING	0	3.33	3.33	3.3	
1" BRASS TEE	4	8.85	8.85	8.8	
1" CTS CORP STOP	3	4.03	4.03	4.0	
1" CTS COUP	7	27.02	64.00	45.5	
1" CTS COUPLING GASKET GTS	1	17.22	40.00	28.6	
1" CTS HDPE PIPE	15	0.65	0.65	0.68	
1" CTS INSERTS	100	0.44	0.29	0.37	
1" CTS MALE ADAPT C84-44	25	1.61	1.80	1.71	
1" DUAL CHECK VALVE	6	7.55	7.55	7.55	
	10	18.81	18.81	18.81	
1" FEMALE ADAPT PJXFPT	7	13.78	13.78	13.78	
1" fpt Angle Meter Valve	7	29.84	29.84	29.84	
1" fpt Meter Valve Straight	6	39.13	39.13	39.13	
1" Full Port Ball Valve FPT	3	8.42	8.42	8.42	
1" GALV 45* EL	10	1.99	1.99	1.99	
1" GALV 90* EL	4	1.59	1.59	1.59	
1" GALV CAP	10	1.92	1.92	1.92	
1" GALV COUPLING	7	1.89	1.89	1.89	
1" Galv Pipe	9	2.90	2.90		13.23
1" GALV PLUG	1	1.34	1.34	2.90	26.10
1" GALV STREET 90* ST EL	0	0.00	0.00	1.34 0.00	1.34
1" GALV TEE	6	3.48	3.48		0.00
1" GALV UNION	4	4.99	4.99	3.48	20.88
1" HERSEY METER - RF	.11	224.47	224.47	4.99	19.96
1" IPS 90* Male Adapter	6	13.28	13.28	224.47	2469.17
1" IPS Angle Meter Valve [Ball]	6	77.94	64.00	13.28	79.68
" IPS Corp Stop [Ball]	8	53.06	64.00	70.97	425.82
L" IPS CORP Stop [Ball] MIPXP]	4	65.00	83.05	58.53	468.24
" IPS Coupling	1	40.00	52.00	74.03	296.10
		10.00	32.00	46.00	46.00

1" IPS Female Adapter	7	10.62	10.62	10.62	74.34
1" IPS Male Adapter	6	7.15	7.15	7.15	
1" IPS METER COUP STRAIGHT	4	22.09	22.09	22.09	
1" IPS PJ x 3/4" mpt Male Adapter	6	17.06	17.06	17.06	
1" IPS Poly Pipe	20	0.49	0.73	0.61	12.20
1" IPS SS Insert	11	2.01	2.12	2.07	22.72
1" IPS TEE	3	0.64	0.64	0.64	1.92
1" IPS x 1" CTS Coupling	8	29.53	29.53	29.53	
1" IPS x 3/4" Angle Meter Valve	4	38.50	51.36	44.93	179.72
1" IPS x 3/4" IPS TEE	3	0.31	0.55	0.43	1.29
1" IPS x 3/4" IPS Y	0	0.00	0.00	0.00	0.00
1" IPSX2- 3/4" MPT 14" BRANCH	4	71.96	86.42	73.59	294.36
1" MPT Corp Stop	8	34.43	49.57	42.00	336.00
1" NEPTUNE METER - RF	1	265.55	265.55	265.55	265.55
1" PVC DRESSER COUPLING	4	3.14	3.14	3.14	12.56
1" SCH 40 PVC Pipe	10	0.00	0.00	0.00	0.00
1" SCH 80 PVC Pipe	20	3.10	3.10	3.10	62.00
1" SENSUS METER - MANUAL	0	0.00	0.00	0.00	0.00
1" WRAP AROUND REPAIR CLAMP	4	0.00	0.00	0.00	0.00
1"X 2 1/2" Galv Nipple	4	0.33	0.33	0.33	1.32
1"X 2" Galv Nipplė	2	0.33	0.33	0.33	0.66
1"X 3 1/2" Galv Nipple	4	1.59	1.59	1.59	6.36
1"X 3" Galv Nipple	4	1.04	1.04	1.04	4.16
1"X 4 1/2" Galv Nipple	5	1.45	1.45	1.45	7.25
1"X 4" Galv Nipple	5	1.75	1.75	1.75	8.75
1"X 5 1/2" Galv Nipple	5	1.89	1.89	1.89	9.45
1"X 5" Galv Nipple	5	1.48	1.48	1.48	7.40
1"X 6" Galv Nipple	5	1.55	1.55	1.55	7.75
1"X3/4" BRASS BUSHING	6	3.55	3.45	3.50	21.00
1"X4 BRASS NIPPLE	2	6.19	6.19	6.19	12.38
1"X6" BRASS NIPPLE	4	8.72	8.72	8.72	34.88
1"X8 BRASS NIPPLE	0	0.00	0.00	0.00	0.00
1"XCLOSE BRASS NIPPLE	5	2.76	2.05	2.41	12.03
1"XCLOSE GALV NIPPLE	2	0.99	0.99	0.99	1.98
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CAMP VERDE WATER SYSTEM INVENTORY 1 1/2"

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MATERIALA		OLD	NEW	,	
MATERIALS	TOTAL	COST	COST	AVERAGE	TOTAL
1 1/2" BRASS 45 EL	0	0.00	0.00	0.00	
1 1/2" BRASS 90 EL	0	13.73	13.73		1
1 1/2" BRASS BUSHING	1	5.56	5.56	5.56	
1 1/2" BRASS CAP	0	5.09	5.09	5.09	
1 1/2" BRASS COUPLING	0	3.33	3.33	3.33	
1 1/2" Brass Meter Flange	4	34.30		34.30	
1 1/2" BRASS TEE	0	4.03	4.03	4.03	
1 1/2" CTS Angle Meter Valve	2	0.00	0.00	0.00	0.00
1 1/2" CTS Corp Stop	4	57.88	57.88	57.88	0.00
1 1/2" CTS Coupling	2	54.75	67.00	60.88	231.52
1 1/2" CTS Female Adapter	1	37.88	37.88		121.75
1 1/2" CTS Male Adapter	3	10.67	10.67	37.88	37.88
1 1/2" CTS Poly Pipe	200	0.00	0.00	10.67	32.01
1 1/2" CTS SS Inserts	20	18.81	18.81	0.00	0.00
1 1/2" Full Port Ball Valve FPT	4	176.02	176.02	18.81	376.20
1 1/2" GALV 45* EL	0	29.84	29.84	176.02	704.08
1 1/2" GALV 90* EL	0	39.13		29.84	0.00
1 1/2" GALV CAP	0	28.62	39.13	39.13	0.00
1 1/2" GALV COUPLING	2	1.99	28.62	28.62	0.00
1 1/2" GALV PIPE	9	0.78	1.99	1.99	3.98
1 1/2" GALV PLUG	0		0.78	0.78	7.02
1 1/2" GALV STREET 90* ST EL	0	6.49	6.49	6.49	0.00
1 1/2" GALV TEE	2	1.89	1.89	1.89	0.00
1 1/2" GALV UNION	2	2.90	2.90	2.90	5.80
1 1/2" METER FLANGE	4	1.34	8.74	5.04	10.08
1 1/2" Meter Gasket		38.00	38.00	38.00	152.00
1 1/2" MPT x MPT Corp Stop	6	2.26	2.26	2.26	13.56
L 1/2" SCH 80 PVC Pipe	0	79.67	79.67	79.67	0.00
1/2" SENUS METER - MANUAL	0	4.99	4.99	4.99	0.00
	0	224.47	224.47	224.47	0.00
1/2"X 2 1/2" Galv Nipple	1	13.28	13.28	13.28	13.28
1/2"X 2" Galv Nipple	3	77.94	77.94	77.94	233.82
1/2"X 3 1/2" Galv Nipple	3	53.06	53.06	53.06	159.18
1/2"X 3" Galv Nipple	0	0.00	0.00	0.00	0.00
					0.00

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1 1/2"X 4 1/2" Galv Nipple	2	1.60	1.60	1.60	3.20
1 1/2"X 4" Galv Nipple	2	10.62	10.62	10.62	21.24
1 1/2"X 5 1/2" Galv Nipple	0	21.61	21.61	21.61	0.00
1 1/2"X 5" Galv Nipple	0	0.00	0.00	0.00	0.00
1 1/2"X 6" Galv Nipple	0	17.06	17.06	17.06	0.00
1 1/2"X 8" Brass Nipple	2	18.75	18.75	18.75	37.50
1 1/2"x4" BRASS NIPPLE	1	1.89	1.89	1.89	
1 1/2" SCH 40 PVC Pipe	0	29.53	29.53	29.53	0.00
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CAMP VERDE WATER SYSTEM INVENTORY 2"

MATERIALO		OLD	NEW		
MATERIALS 2" BAND AIDES	TOTAL	COST	COST	AVERAGE	TOTAL
2" BRASS 45 EL	4	0.00	0.00	0.00	
	2	19.10	19.10	19.10	1
2" BRASS 90 EL 2" BRASS CAP	2	16.27	19.71	17.99	
	1	6.76	6.76	6.76	
2" BRASS COUPLING	4	14.00	14.00	18.51	74.04
2" Brass Meter Flange	5	41.05	41.05	41.05	
2" BRASS TEE	1	22.36	24.77	23.57	23.57
2"X2"X1" BRASS TEE	0	95.51	74.56	85.04	0.00
2"X2"X2" BRASS TEE	11	74.56	28.88	51.72	51.72
2" CORP STOP BALL TYPE IP		226.09	229.61	227.85	455.70
2" COUP FIPXPJ IPS	0	60.57	60.57	60.57	0.00
2" COUP MIPXPJ IPS PVC	20	52.71	52.71	52.71	1054.20
2" CTS Angle Meter Valve	3	277.96	319.72	298.84	896.52
2" CTS Corp Stop	2	208.00	214.42	211.21	422.42
2" CTS Coupling MIPXPJ	0	28.88	80.92	54.90	0.00
2" CTS Female Adapter	3	107.71	107.71	107.71	323.13
2" CTS Male Adapter	2	84.57	84.57	84.57	
2" CTS Poly Pipe	100	107.71	72.53	90.12	169.14
2" CTS SS Inserts	15	1.23	1.23	1.23	9012.00
2" Full Port Ball Valve FPT	3	2.07	2.48	2.28	18.45
2" GALV 45* EL	6	33.50	73.99	53.75	6.83
2" GALV 90* EL	2	7.77	7.77	7.77	322.47
2" GALV CAP	7	6.45	6.91	6.68	15.54
2" GALV COUPLING	5	1.78	1.78		46.76
2" GALV PIPE	35	5.20	4.94	1.78	8.90
2" GALV PLUG	0	5.19	3.78	5.07	177.45
2" GALV STREET 90* ST EL	0	0.00	3.87	4.49	0.00
2" GALV TEE	4	0.00	0.00	1.94	0:00
2" GALV UNION	4	7.29	7.29	0.00	0.00
2" Meter Gasket	23	9.10	11.32	7.29	29.16
2" MPT x MPT Corp Stop	1	0.86	0.86	10.21	234.83
2" PIPE WRAP ROLLS	12	136.73		0.86	0.86
2" PVC DRESSER COUPLING	4	3.46	174.36	155.55	1866.54
		J.70	3.46	3.46	13.84

2" SCH 40 PVC Pipe	20	33.50	42.00	37.75	755.00
2" SCH 80 PVC Pipe	50	0.67	0.67	0.67	33.50
2" SDR-21 CL200 PVC PIPE	50	0.91	1.81	1.36	68.10
2" SENUS METER - MANUAL	0	0.56	0.56	0.56	0.00
2"CTSX2"CTS FPT TEE	0	0.00	0.00	0.00	0.00
2"X 2 1/2" Galv Nipple	2	0.00	0.00	0.00	0.00
2"X 2" Galv Nipple	2	2.73	3.73	3.23	6.46
2"X 3 1/2" Gaiv Nipple	2	2.23	2.23	2.23	4.46
2"X 3" Galv Nipple	2	2.33	4.49	3.41	6.82
2"X 4 1/2" Galv Nipple	2	2.45	1.69	2.07	4.14
2"X 4" Galv Nipple	2	4.17	5.75	4.96	9.92
2"X 5 1/2" Galv Nipple	2	2.29	2.30	2.30	4.59
2"X 5" Galv Nipple	2	4.84	6.64	5.74	11.48
2"X 6" Galv Nipple	2	4.17	5.75	4.96	9.92
2"X 8" Brass Nipple	1	3.48	3.99	3.74	3.74
2"X1 1/2" BRASS BUSHING	0	28.24	24.96	26.60	0.00
2"X1" BRASS BUSHING	2	11.00	11.25	11.13	22.25
2"X1" BRASS SADDLE	1	10.73	13.42	12.08	12.08
2"X1" TAP SADDLE	1	17.51	52.00	34.76	34.76
2"X1" PJ TEE	2	57.50	56.49	57.00	113.99
2"X3" BRASS NIPPLE	0	8.23	8.23	8.23	0.00
2"X4" BRASS NIPPLE	5	0.00	0.00	0.00	0.00
2"XCLOSE NIPPLE	2	13.41	12.68	13.05	26.09
2" RW GATE VALVE	00	1.75	1.75	1.75	0.00
		235.83	235.83		16637.54
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CAMP VERDE WATER SYSTEM INVENTORY 4"

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MATERIALS		OLD		į.	
MATERIALS 4" 4.50 DRESSER COUPLING IP	TOT			AVERAGE	TOTAL
4" 4.50 IPS WRAP AROUND		91.43		91.4	
4" 4.80 DRESSER COUPLING		104.14		1 104.14	
4" 4.80 WRAP AROUND	1	91.43		91.43	
4" Casing Spacer	1	104.14	104.14	104.14	
4" Field Lock Gasket	0	0.00	0.00	0.00	
4" GALV 90 EL	0	51,41	51.41	51.41	
4" GALV CAP	2	33.14	33.14	33.14	
4" GALV COUPLING	2	8.00	8.00	8.00	
4" GALV PIPE FEET	1 1	8.42	8.42	8.42	
4" GALV TEE	0	0.00	0.00	0.00	
4" GALVE 45 EL	1	55.87	55.87	55.87	
4" MegaLug	12	45.59	45.59	45.59	
4" MJ 11 1/4* EL	1 1	16.98	16.98	16.98	
4" MJ 22 1/2* EL	1	0.00	0.00	0.00	0.00
4" MJ 45* EL	5	52.75	52.75	52.75	263.75
4" MJ 90* EL	1	33.14	33.14	33.14	33.14
4" MJ Accessory Pack	4	33.14	33.14	33.14	132.56
4" MJ GASKET	7	9.35	9.35	9.35	65.45
4" MJ Gate Valve	0	1.50	1.50	1.50	0.00
4" MJ Tee	0	378.58	378.58	378.58	0.00
4" MJ x FL Gate Valve	1	0.00	0.00	0.00	0.00
4" MJ x FL Tee	0	322.80	322.80	322.80	0.00
4" MJ TRANS GASKET	4	0.00	0.00	0.00	0.00
4" x 1 1/2" Tap Saddle DIP	0	1.63	3.51	2.57	0.00
4" x 1" Tap Saddle DIP	1	0.00	0.00	0.00	0.00
4" x 12" MJ Sleeve	2	78.00	78.00	78.00	156.00
4" x 2" MJ Tap Cap	3	58.28	35.62	46.95	140.85
4" x 2" Tap Saddle DIP	1	46.83	46.83	46.83	46.83
4" x 3/4" Tap Saddle DIP	0	63.62	63.62	63.62	0.00
4" x 4" Tap Sleeve	0	0.00	0.00	0.00	0.00
"X1 TAP SADDLE PVC	2	35.62	33.48	34.55	69.10
"X1 1/2 TAP SADDLE PVC	0 2	31.72	35.18	33.45	0.00
The second secon		0.00	35.18	17.59	35.18

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4"X2 TAP SADDLE PVC	2	63.62	63.62	62.60	407.04
4"X3 MJ REDUCER	0	0.00	0.00	63.62	
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CAMP VERDE WATER SYSTEM INVENTORY 6"

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		OLD	NEW		
MATERIALS	TOTAL	COST	COST	AVERAGE	TOTAL
6 x 3/4" Tap Saddle DIP	0	0.00	0.00	0.00	
6" 6.63 IPS DRESSER COUPLING	3	136.68	136.68	136.68	
6" 6.63 IPS WRAP AROUND	3	104.03	104.03	104.03	
6" 6.90 DRESSER COUPLING	5	136.65	136.65	136.65	
6" 6.90 WRAP AROUND	1	0.00	0.00	0.00	0.00
6" 6.9 REPAIR CLAMP	0	0.00	63.51	31.76	0.00
6" Bell Jt Restraint	0	0.00	0.00	0.00	0.00
6" Casing Spacer	0	0.00	0.00	0.00	0.00
6" FL Bolt Pack	1	8.71	8.71	8.71	8.71
6" FLXFL VALVE	0	0.00	0.00	481.16	0.00
6" GALV PIPE	200	0.00	0.00	0.00	0.00
6" MegaLug	- 8	21.19	20.47	22.65	181.20
6" MJ 11 1/4* EL	0	0.00	0.00	0.00	0.00
6" MJ 22 1/2* EL	1	58.40	58.40	58.40	58.40
6" MJ 45* EL	2	18.29	52.68	35.49	70.97
6" MJ 90* EL	2	67.68	67.68	67.68	135.36
6" MJ Accessory Kit	2	0.00	0.00	0.00	0.00
6" MJ GASKET	7	2.05	3.30	2.68	18.73
6" MJ Gate Valve	0	0.00	0.00	0.00	0.00
6" MJ SLEEVE	3	0.00	58.59	29.30	87.89
6" MJ Tee	1	124.00	124.00	124.00	124.00
6" MJ x FL Gate Valve	0	510.99	510.99	510.99	0.00
6" MJ x FL Tee	0	0.00	0.00	0.00	0.00
6" x 1 1/2" Tap Saddle DIP	0	0.00	0.00	0.00	0.00
6" x 1" Tap Saddle DIP	2	91.00	79.50	85.25	170.50
6" x 12" MJ Sleeve	3	82.20	59.72	70.96	212.88
6" x 2" MJ Tap Cap	4	74.00	74.00	74.00	296.00
6" x 2" Tap Saddle DIP	1	101.35	115.50	108.43	108.43
6" x 4" Tap Sleeve	0	0.00	0.00	0.00	
6" x 4" MJ Reducer	2	56.99	56.99	56.99	0.00
6" x 6" Tap Sleeve	0	30,55	59.00		113.98
6"x 4" MJ Tee	0	0.00	0.00	59.00	0.00
6"x 4" MJ x FL Tee	0	0.00	0.00	0.00	0.00
		0.00	טייח	0.00	0.00

6"X1" TAP SADDLE PVC	1	F2 40	1		
6"X2" TAP SADDLE PVC		52.48	48.18	50.33	50.33
6" EXTENED COULING	1	83.16	99.03	91.10	91.10
O DATEMED COOLING	0		155.10	155.10	0.00
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CAMP VERDE WATER SYSTEM INVENTORY 8"

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		OLD	NEW		
MATERIALS		COST	COST	AVERAGE	TOTAL
8" 8.63 IPS DRESSER COUPLING	2	107.00	107.00	107.00	
8" 8.63-9.75 IPS DRESSER COUPLING	2 .	284.22	284.22	284.22	568,44
8" 8.63 IPS WRAP AROUND	1	0.00	0.00	0.00	
8" 9.05 DRESSER COUPLING	2	107.00	107.00	107.00	
8" 9.05 WRAP AROUND	1	0.00	0.00	0.00	
8" Bell Jt Restraint	10	114.53	114.53	114.53	
8" Casing Spacer	0	0.00	0.00	0.00	0.00
8" Mega Lug	3	34.79	40.01	37.40	
8" MJ 11 1/4	4	78.27	78.27	78.27	313.08
8" MJ 22 1/2	0	62.92	51.00	56.96	0.00
8" MJ 45* EL	9	139.69	73.09	106.39	957.51
8" MJ 90* EL	1	0.00	94.61	47.31	47.31
8" MJ Accessory Kit	9	18.23	13.73	15.98	143.82
8" MJ Gate Valve	0	792.76	820.51	806.64	0.00
8" MJ Tee	0	139.20	151.00	145.10	0.00
8" MJ x FL Tee	1	110.40	110.40	110.40	110.40
8" MJXFL Gate Valve	0	794.27	794.27	794.27	0.00
8" SLEEVE DI CL153	2	0.00	98.07	49.04	98.07
8" x 1 1/2" Tap Saddle DIP	0	0.00	0.00	0.00	.0.00
8" x 1" Tap Saddle DIP	2	113.03	131.43	122.23	244.46
8" x 1" Tap Saddle PVC	3	56.77	56.77	56.77	170.31
8" x 12" MJ Sleeve	2	75.07	75.07	75.07	150.14
8" x 2" MJ Tap Cap	0	49.07	54.50	51.79	0.00
8" x 2" Tap Saddle DIP	1	114.74	140.78	127.76	127.76
8" x 3/4" Tap Saddle DIP	0	0.00	140.78	70.39	0.00
8" x 4" MJ Reducer	0	46.43	46.43	46.43	0.00
8" x 4" MJ Tee	0	0.00	0.00	0.00	0.00
8" x 6" MJ Reducer	1	70.68	70.68	70.68	70.68
8" x 6" MJ Tee	1		122.00	122.00	122.00
8" x 6" MJ x FL Tee	1	110.40	110.40	110.40	110.40
8"X4" Tapping Sleeve	0	470.91	470.91	470.91	0.00
8"X6" Tapping Sleeve	0	0.00	0.00	0.00	0.00
8"X8" Tapping Sleeve	0	0.00	0.00	0.00	0.00
				5.00	4919.88
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CAMP VERDE WATER SYSTEM INVENTORY 12"

2019

		OLD	NEW		
MATERIALS	TOTAL	COST	COST	AVERAGE	TOTAL
10 or 12" Fig Pit Bolt Pack	0	17.46	22.12	19.79	0.00
12" 12.75 IPS DRESSER COUP	2	258.74	258.74	258.74	
12" 12.75 WRAP AROUND	0	0.00	0.00	0.00	0.00
12" 13.20 DRESSER COUPLING	0	0.00	0.00	0.00	0.00
12" 13.20 WRAP AROUND	0	0.00	0.00	0.00	0.00
12" Accessory Set w/4" bolts	3	27.78	29.11	28.45	85.34
12" Bell Jt Restraint	0	0.00	0.00	0.00	0.00
12" Casing Spacer	0	0.00	0.00	0.00	0.00
12" Field Lock Gasket	0		68.42	68.42	0.00
12" Full Face FL Gasket 1/8"	2	6.05	6.05	6.05	12.10
12" MEGALUGS	4	74.02	81.92	77.97	311.88
12" MJ 11 1/4* EL	0	0.00	0.00	0.00	0.00
12" MJ 22 1/2* EL	0	191.83	139.53	165.68	0.00
12" MJ 45* EL	2	186.22	156.00	171.11	342.22
12" MJ 90* EL	0	0.00	0.00	0.00	0.00
12" MJ Gate Valve	0	317.00	317.00	317.00	0.00
12" MJ Tee	0	368.00	368.00	368.00	0.00
12" MJXFL Gate Valve	0	1330.00	1330.00	1330.00	0.00
12" MJxFL Tee	1	368.00	368.00	368.00	368.00
12" x 1 1/2" Tap Saddle DIP	0	0.00	. 0.00	0.00	0.00
12" x 1" Tap Saddle DIP	3	150.26	141.99	146.13	438.38
12" x 3/4" Tap Saddle DIP	0	0.00	0.00	0.00	0.00
12" x 4" MJ Reducer	0	0.00	0.00	0.00	0.00
12" x 4" MJ x FL Tee	0	0.00	0.00	0.00	0.00
12" x 6" MJ Reducer	0	83.07	89.50	86.29	0.00
12" x 6" MJ x FL Tee	1	238.06	238.06	238.06	238.06
12" x 8" MJ Reducer	0	0.00	0.00	0.00	0.00
12" x 8" MJ x FL Tee	0	0.00	0.00	0.00	0.00
12" x2" Tap Saddle DIP	2	141.78	166.97	154.38	308.75
12"x12" MJ Sleeve	6	319.14	138.96	229.05	1374.30
12"X12" Tapping Sleeve	0	158.50	158.50	158.50	0.00
12"X2" MJ Tap Cap	7	98.88	98.88	98.88	692.16
12"X4" Tapping Sleeve	0	0.00	0.00	0.00	0.00
				0.00	9,00

12"X6" Tapping Sleeve	0	0.00	760 00 T	200 001	
12"X8" Tapping Sleeve		T	760.00	380.00	0.00
	0	0.00	0.00	0.00	0.00
12"X1" IP TAPPING SLEEVE FOR C900	1	160.36			
		100.30	160.36	160.36	160.36
					4849.02
				-	1010.02
				1	
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Council Regular Session 10-06-2021 Page 77 of 151

CAMP VERDE WATER SYSTEM INVENTORY 10"

2019

2018	7				
A TERM		OLD	NEW		
MATERIALS	TOTAL		COST	VERAGETOTAL	
10" 10.75 IPS DRESSER COUP	2	0.00	0.00	0.00	0.00
10" 10.75 IPS WRAP AROUND	1	0.00	0.00	0.00	0.00
10" 11.10 DRESSER COUPLING 10" 11.10 WRAP AROUND	0	0.00	0.00	0.00	0.00
10 11.10 WRAP AROUND	0	0.00	0.00	0.00	0.00
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Parcel ID 403-09-008F **Check Digit** 403-08-007 403-09-011A 403-09-009/4 Owner 403-09-008H Cv - Camp Verde Water System Inc Owner's Halling Address PO Box 340 Camp Verde, AZ 86322 Secondary Owner 403-08-005 **Recorded Date** 403-08-009 403-08-010 403-08-008 403-08-006 Last Transfer Doc Docket Last Transfer Doc Page N/A N/A Physical Address Incorporated Area N/A Town of Camp Verde Assessor Acres Subdivision Subdivision Type Verde River Estates Plat 1 **School District** Fire District Camp Verde Unified SD #28 N/A Improvements (0) Local Zoning No Improvements found.

Town Of Camp Verde

RR-2A

Assessment

Starting with the 2015 tax year, the Limited Property Value is the only value considered for taxation purposes, the Full Cash Value is no longer used for taxation.

Tax Year Assessed Value(ALV) Limited Value(LPV) Full Cash(FCV) Legal Class Assessment Ratio Usage Code Taxes	2021 \$ \$0 \$0 Mixed 0% N/A 7	2020 \$ \$0 \$0 Mixed 0% N/A ?
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Tax Area Code

2876

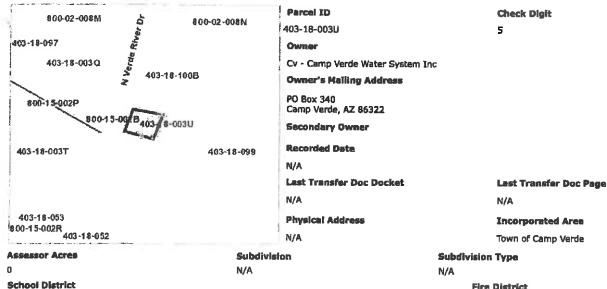
2020 Taxes Billed

Recorded Documents & Sales (0)

No Recorded Documents were found.

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No Improvements found.

Improvements (0)

Camp Verde Unified SD #28

Fire District

N/A

Local Zoning

Town Of Camp Verde RR-2A

Assessment

Starting with the 2015 tax year, the Limited Property Value is the only value considered for taxation purposes, the Full Cash Value is no longer used for taxation.

Tax Year	2021	2020
Assessed Value(ALV)	\$	\$
Limited Value(LPV)	\$D	\$0
Full Cash(FCV)	\$0	\$0
Legal Class	Mixed	Mixed
Assessment Ratio	0%	0%
Usage Code	N/A ?	N/A ?
Tayna		

I axes

Tax Area Code

2876

2020 Taxes Billed

\$

Recorded Documents & Sales (0)

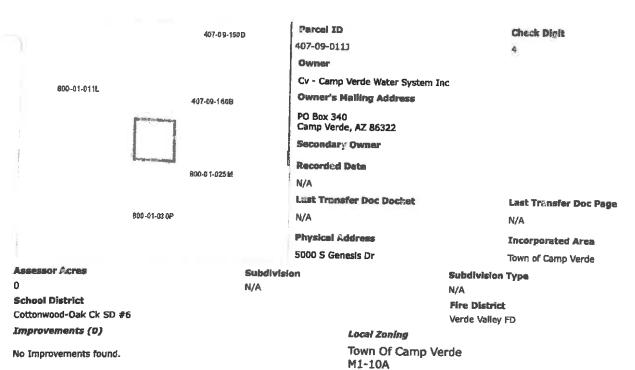
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10/5/2020

Yavapai County Print Parcel



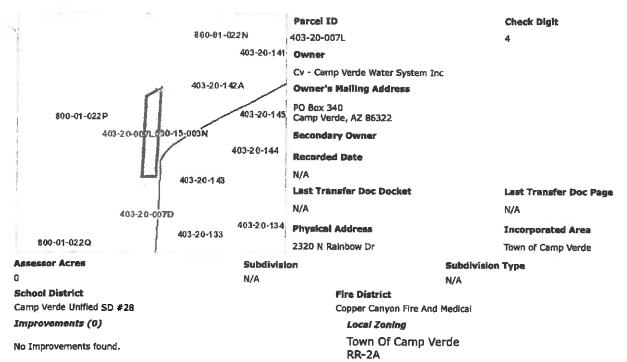
Assessment

Starting with the 2015 tax year, the Limited Property Value is the only value considered for taxation purposes, the Full Cash Value is no longer used for taxation.

Tax Year Assessed Value(ALV) Limited Value(LPV) Full Cash(FCV) Legal Class Assessment Ratio Usage Code Taxes	2021 \$ \$0 \$0 Mixed 0% N/A ?	2020 \$ \$D \$0 Mixed 0% N/A
Tex Area Code	2020 Taxes Billed	
622	\$	
Recorded Documents & Sales (0)	•	
No Recorded Documents were found.		

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Assessment

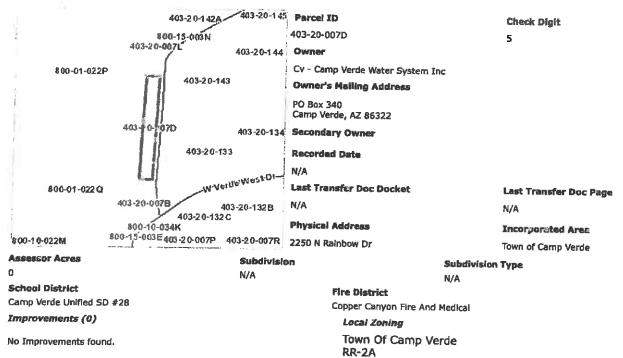
Starting with the 2015 tax year, the Limited Property Value is the only value considered for taxation purposes, the Full Cash Value is no longer used for taxation.

Tax Year	2021	2020
Assessed Value(ALV)	\$	\$
Limited Value(LPV)	\$0	\$0
Full Cash(FCV)	\$0	\$0
Legal Class	Mixed	Mixed
Assessment Ratio	0%	0%
Usage Code	N/A 7	N/A ?
Taxes		,
Tax Area Code	2020 Taxes Billed	
2877	\$	
Recorded Documents & Sales (0)		

No Recorded Documents were found.

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Assessment

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Tax Year	2021	2000
Assessed Value(ALV)	——— —	2020
'Limited Value(LPV)	\$	\$
Full Cash(FCV)	\$0	\$0
Legal Class	\$0 ************************************	\$0
Assessment Ratio	Mixed	Mixed
Usage Code	0%	0%
Taxes	N/A ⁹	N/A ?
Tax Area Code	2020 Taxes Billed	
2877	\$	
Recarded Documents & Sales (0)	•	

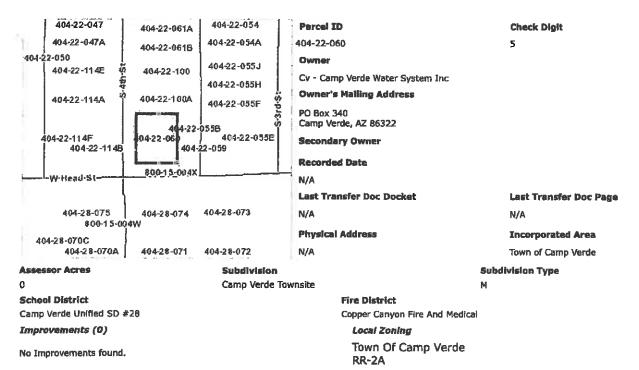
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10/5/2020 Print Parcel

Yavapai County Print Parcel



Assessment

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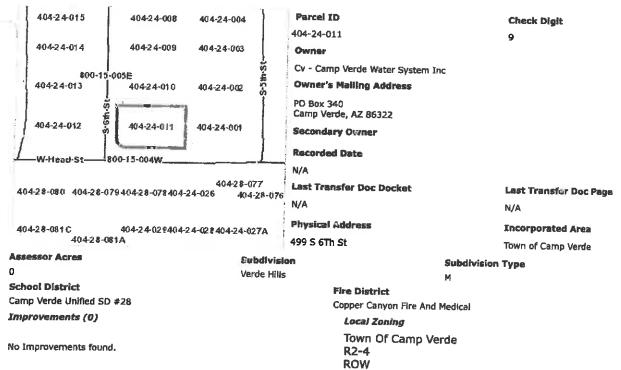
Tax Year	2021	2020
Assessed Value(ALV)	\$	\$
'Limited Value(LPV)	\$0	\$0
Full Cash(FCV)	\$0	\$0
Legal Class	Mixed	Mixed
Assessment Ratio	0%	0%
Usage Code	N/A 7	N/A ?
Taxes		
Tax Area Code	2020 Taxes Billed	
2872	\$	

Recorded Documents & Sales (0)

No Recorded Documents were found.

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Assessment

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Tax Year Assessed Value(ALV) Limited Value(LPV) Full Cash(FCV) Legal Class Assessment Ratio Usage Code Taxes	2021 \$ \$0 \$0 Mixed 0% N/A ?	2020 \$ \$0 \$0 Mixed 0% N/A ?
Tax Area Code	2020 Taxes Billed	
2872	¢ .	

Recorded Documents & Sales (0)

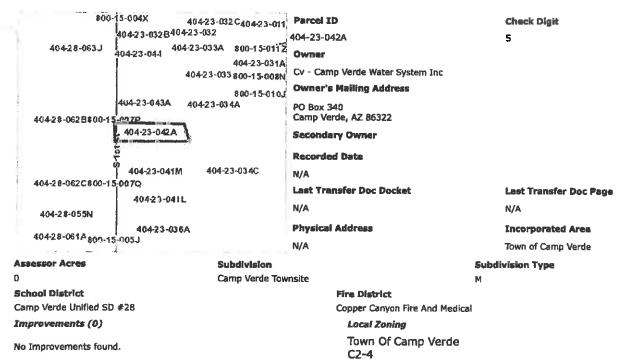
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10/5/2020

Yavapal County Print Parcel



Assessment

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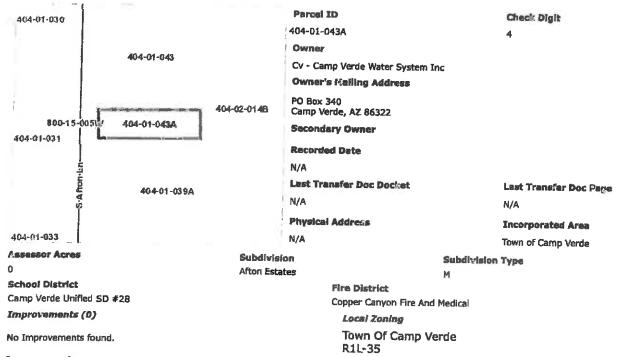
Tax Year	2021	2020
Assessed Value(ALV)	\$	\$
Limited Value(LPV)	\$0	\$0
Full Cash(FCV)	\$0	\$0
Legal Class	Mixed	Mixed
Assessment Ratio	0%	0%
Usage Code	N/A 7	N/A 7
Taxes		
Tax Area Code	2020 Taxes Billed	
2872	\$	
manufact manufacts of males (a)		

Recorded Documents & Sales (0)

No Recorded Documents were found.

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Assessment

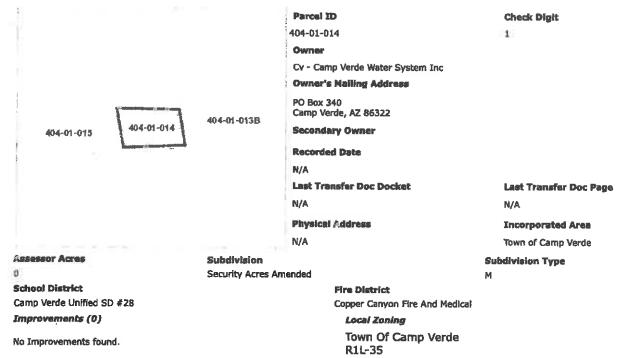
Starting with the 2015 tax year, the Limited Property Value is the only value considered for taxation purposes, the Full Cash Value is no longer used for taxation.

Tax Year Assessed Value(ALV) Limited Value(LPV) Full Cash(FCV) Legal Class Assessment Ratio Usage Code Taxes	2021 \$ \$0 \$0 Mixed 0% N/A ?	2020 \$ \$0 \$0 Mixed 0% N/A ?
Tax Area Code 2872	2020 Taxes Billed	
Recorded Documents & Sales (0)	*	

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No Recorded Documents were found,



Assessment

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Tax Year Assessed Value(ALV)	2021 \$	2020 \$
Limited Value(LPV)	\$0	\$0
Full Cash(FCV)	\$0	\$0
Legal Class	Mixed	Mixed
Assessment Ratio	0%	0%
Usage Code	N/A T	N/A 2
Taxes		
Tax Area Code	2020 Taxes Billed	
2872	*	

Recorded Documents & Sales (0)

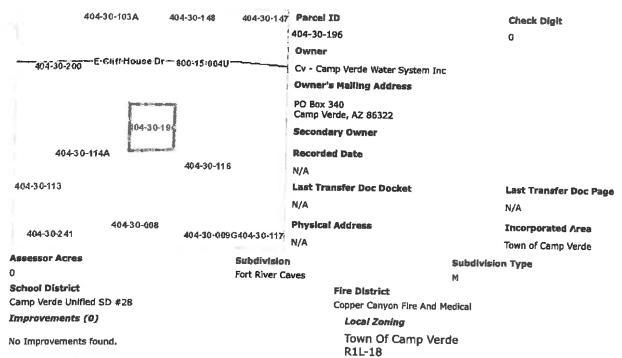
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10/5/2020

Yavapal County Print Parcel



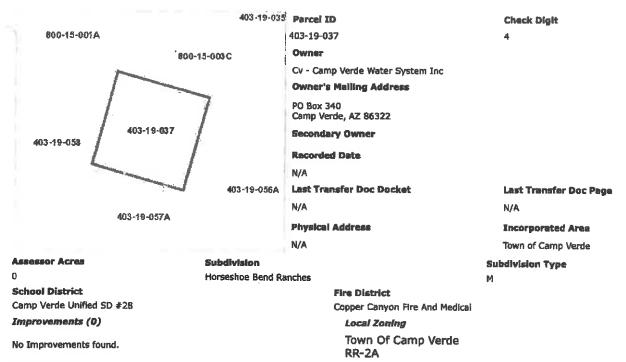
Assessment

Starting with the 2015 tax year, the Limited Property Value is the only value considered for taxation purposes, the Full Cash Value is no longer used for taxation.

Tax Year Assessed Value(ALV) Limited Value(LPV) Full Cash(FCV) Legal Class Assessment Ratio Usage Code Taxes	2021 \$ \$0 \$0 Mixed 0% N/A 7	2020 \$ \$0 \$0 Mixed 0% N/A ?
Tax Area Code 2872	2020 Taxes Billed	
Recorded Documents & Sales (0)		
No Recorded Documents were found.		

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Assessment

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Tax Year	2021	2020
Assessed Value(ALV)	\$	\$
Limited Value(LPV)	\$0	\$0
Full Cash(FCV)	\$0	\$0
Legal Class	Mixed	Mixed
Assessment Ratio	0%	0%
Usage Code	N/A ?	N/A ?
Taxes		·
Tax Area Code	2020 Taxes Billed	
2877	1 \$	
Recorded Documents & Sales (0)		

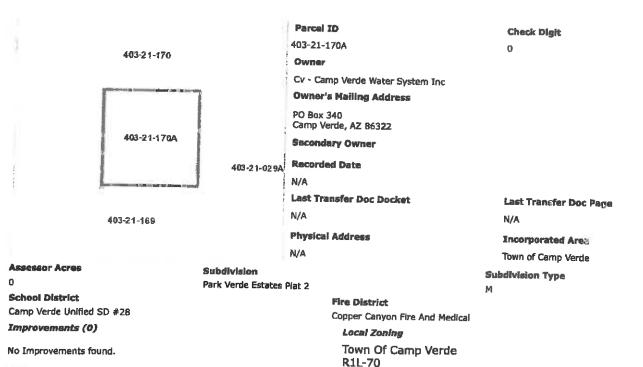
No Recorded Documents were found,

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10/5/2020

Yavapal County Print Parcel



Assessment

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Tax Year Assessed Value(ALV) Limited Value(LPV) Full Cash(FCV) Legal Class Assessment Ratio Usage Code Taxes	2021 \$ \$0 \$0 Mixed 0% N/A ?	2020 \$ \$0 \$0 Mixed 0% N/A ?
Tax Area Code 2877	2020 Taxes Billed \$	
Recorded Documents & Sales (0)	τ	

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No Recorded Documents were found.

EXHIBIT B

Form Of Deed

When Recorded Return To:
Address:
Attention: Telephone: (
For Recorder's Use
SPECIAL WARRANTY DEED
For the consideration, the receipt of which is acknowledged, and other valuable consideration, the CAMP VERDE WATER SYSTEM, INC., an Arizona corporation ("Grantor"), hereby conveys to TOWN OF CAMP VERDE, a municipal corporation ("Grantee"), the following Real Property situated in Camp Verde, Arizona:
See Exhibit "A" attached hereto and incorporated herein (the "Real Property")
TOGETHER WITH any and all rights and privileges appurtenant or incidental thereto, including without limitation, strips and gores of land thereon, all mineral rights and water rights and well rights pertinent and used in connection with the Real Property that Grantor has the right to transfer and convey to Grantee, rights in adjacent strips of land, easements and rights of way, and all other appurtenant rights and privileges.
SUBJECT ONLY TO current taxes and assessments, reservations in patents, covenants, conditions, restrictions, reservations, easements, and rights of way of record, other matters which a physical inspection of the Real Property would reveal.
And Grantor hereby binds itself and its successors to warrant the title, as against all acts of Grantor herein and none other, subject to the matters above set forth.
DATED this, 2021.

GRANTOR

		CAMP VERDE WATER SYSTEM, INC. By: Stanley Bullard, President
STATE OF ARIZONA)) ss.	by. Sumby Buildia, 1 Tosidoni
County of)	
The foregoing Stanley Bullard.	instrument was	acknowledged before me this day of, 2021, by
		Notary Public
My Commission Expires:		

EXHIBIT "A" to Special Warranty Deed

Legal Description

[To Follow]

EXHIBIT C

Escrow No.
BILL OF SALE
THIS BILL OF SALE is made as of, 2021, by Camp Verde Water System, Inc., an Arizona corporation ("Seller"), in favor of the Town of Camp Verde, a political subdivision of the State of Arizona (Buyer").
RECITALS
A. Pursuant to an Asset Purchase Agreement and Escrow Instructions dated as of February 18, 2021 (the "Purchase Agreement") by and between Seller and Buyer, Seller has agreed to sell and assign to Buyer certain of the assets of Seller solely relating to the business, and Buyer has agreed to purchase such assets from Seller and to assume certain liabilities of Seller related thereto.
B. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Purchase Agreement.
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller does hereby sell, convey, assign, transfer and deliver unto Buyer, its successors and assigns, all of Seller's right, title and interest in and to all of the Purchased Assets,
TO HAVE AND TO HOLD unto Buyer, its successors and assigns, for its use and benefit forever.
Seller is selling the Personal Property Purchased Assets in its "AS IS" and present condition and makes no warranty to the condition of the Personal Property Purchased Assets or implied any warranty of fitness for a particular purpose or merchantability.
This Bill of Sale is subject to the terms and conditions (including the representations and warranties) contained in the Purchase Agreement, and shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona, without regard to its conflicts of laws principles.
IN WITNESS WHEREOF, Seller has executed and delivered this Bill of Sale on the date first above written.
CAMP VERDE WATER SYSTEM, INC.
Stanley Bullard, President

SCHEDULE 1 COMPANY ASSETS BEING CONVEYED

Unless expressly identified in Schedule 2, the Purchased Assets being conveyed by Camp Verde Water System, Inc. ("Company") to the Town of Camp Verde ("Town") include all Company:

- 1. Wells, well equipment, casings, storage tanks, pipelines, transmission lines, service lines, meters, pumps, valves, fire hydrants, equipment, tools, repair and replacement parts, inventories, materials, supplies, and spare parts;
- 2. Documents, books, records, specifications, plans, drawings, test information, water quality data, operating and policy manuals, and files owned by Seller pertaining to or used primarily in connection with the Purchased Assets, including customer information, (collectively, the "Transferred Records");
- 3. Contracts, agreements, leases, and mainline extension agreements related to the Business and Purchased Assets provided the aforementioned are assignable;
- 4. Customer lists, information, financial records, deposits, prepaid items, and refund records;
- 5. Rights pursuant to warranties, representations, guarantees and service contracts made by suppliers, manufacturers, and contractors all in connection with the Purchased Assets, provided such Purchased Assets are assignable;
- 6. Copies of any other Company records that the Town reasonably requests in writing;
- 7. Real Property interests together with all improvements thereon, including title, all leases, and land use permits;
- 8. Office contents which constitutes two (2) printers, two (2) computers, and two (2) laptops;
- 9. All computer hardware, software, and data processing equipment used primarily in the operation of the Purchased Assets;
- 10. To the extent assignable or transferable, all rights in all warranties of any manufacturer or vendor with respect thereto;
- 11. Customer deposits subject to ACC requirements;
- 12. Fleet Trucks Stocked with Tools for repairs and maintenance 2007 Chevy 1500, 2007 GMC Sierra 3500, and 2007 Ford F350;

- 13. Volvo BL60 backhoe;
- 14. 2003 Interstate Trailer for hauling the Volvo BL60 backhoe;
- 15. Wacker Jumping Jack;
- 16. Stihl Chop Saw;
- 17. 6000 Watt Generator;
- 18. Trash pump; and
- 19. Hydrostatic test pump.
- 20. 1996 GMC Dump Truck

Schedule 2

All Excluded Real and Personal Property Being Retained By Seller

- 1. After parcel division with an associated new parcel number assigned, to be completed in Escrow, portion of Parcel 404-24-011 which contains the office building with parking lot;
- 2. All backflow testing & repair equipment;
- 3. All tapping equipment including drill bits & 2003 Tap Truck;
- 4. Case 580 Super M backhoe & attachments;
- 5. 2017 Chevy 2500;
- 6. 2015 Chevy Pickup;
- 7. 1990 Chev ST Cement Truck;
- 8. 2014 Buick Enclave;
- 9. Shop Equipment and Tools
- 10. Welding equipment;
- 11. Carpentry tools;
- 12. Mechanic Tools;
- 13. All small engine equipment except Wacker Jumping Jack:
- 14. All trailers except 2003 Interstate Trailer, which is listed on Schedule 1;
- 15. Corporate record books, certificate of incorporation, stock books, minute books, corporate seals, tax records, tax returns and books of account of Seller and all records of any kind having to do with corporate organization of Seller or that Seller is required by legal requirements to retain in its own possession;
- 16. All claims of Seller against third parties, choate or inchoate, known or unknown, contingent or otherwise, relating to the Excluded Real Property and Personal Purchased Assets retained by Seller;
- 17. All rights of Seller now existing or which may hereafter exist with respect to any payment or reimbursement owed to Seller by any payor which is attributable to any period of time on or before Closing;
- 18. All rights of Seller that accrue or will accrue to Seller under this Agreement or any agreement contemplated hereby;

- 19. All claims for refunds of any federal, state, local, or foreign taxes, if any, and other governmental charges on or before Closing;
- 20. Personnel records for Transferred Employees and other books and records (or copies thereof, as applicable) that Seller is required by law to retain in its possession; provided, however, that the originals or copies of all such records shall be provided to Buyer at Closing;
- 21. All cash or cash equivalents held by or on behalf of Seller, the accounts in which those assets are deposited, and all other bank accounts of Seller;
- 22. All securities and deposits to fund unemployment benefits and the accounts in which those assets are deposited.
- 23. All rights to payment, whether billed or unbilled, recorded or unrecorded, accrued and existing, whether or not written off on or before Closing with respect to the Purchased Assets, including without limitation, rights to payment for all services that Seller provides to its customers on or before Closing;
- 24. All notes receivable owing to Seller relating to the Purchased Assets or Business; and
- 25. Seller's CC&N.

EXHIBIT D TO PURCHASE AGREEMENT

ASSIGNMENT OF LEASES AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT OF LEASES AND ASSUMPTION AGREEMENT is made and entered into as of the day of, 20, by and between Camp Verde Water System, Inc. ("Assignor"), and the Town of Camp Verde ("Assignee").
RECITALS:
A. Assignor is the owner of certain real property and the improvements thereon located throughout the Town of Camp Verde (hereinafter referred to as the "Premises"), which is subject to those certain Leases listed on Exhibit "A" attached hereto (the "Leases"). Assignor is the landlord under the Leases.
B. Assignor desires to sell the Premises to Assignee and in connection with such sale Assignor desires to assign to Assignee all of its right, title and interest as landlord under the Leases, and Assignee desires to accept such assignment and to agree to perform all of the obligations of the landlord under the Leases, upon the terms and conditions hereinafter set forth.
AGREEMENT:
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:
1. Effective as of
2. Assignee hereby accepts the foregoing assignment as of the Effective Date and agrees, for the benefit of Assignor and the tenants under the Leases, to perform in a timely manner each and all of the obligations of Assignor as landlord under the Leases, including the refund of any security deposit if and when due, and to indemnify and hold harmless Assignor from any and all such obligations, including but not limited to court costs, and attorneys' fees.
3. This Assignment of Lease and Assumption Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their successors, transferees, and assigns.
IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Leases and Assumption Agreement as of the day and year first above written.
By:

Its:		
"Assignor"		
Ву:	 	
Its:		
"Assignee"	 	

EXHIBIT "A" TO ASSIGNMENT OF LEASES & ASSUMPTION AGREEMENT (EXHIBIT D),

TO PURCHASE AGREEMENT

SCHEDULE OF LEASES

Tenant	Date of Lease	Lease Expiration	Rental Rate	Options to
TPT SpeedConnect	2014	Month to Month	500.00	Extend Yes (100.00 per
AT&T	2013	11-10-2036 913.07		Antenna) Yes
Verde Valley Internet	2018	12/1/2023 300.00		Yes (100.00 per Antenna)

EXHIBIT E TO PURCHASE AGREEMENT

ASSIGNMENT OF CONTRACTS AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT OF CONTRACTS AND ASSUMPTION AGREEMENT is made and entered into as of the day of, 20, by and between Camp Verde Water System, Inc. ("Assignor"), and the Town of Camp Verde ("Assignee").
RECITALS:
A. Assignor is the owner of certain real property and the improvements thereon located throughout the Town of Camp Verde (hereinafter referred to as the "Premises"), which is subject to those certain Leases listed on Exhibit "A" attached hereto (the "Contracts"). Assignor is the owner under the Leases.
B. Assignor desires to sell the Premises to Assignee and in connection with such sale Assignor desires to assign to Assignee all of its right, title and interest as owner under the Contracts, and Assignee desires to accept such assignment and to agree to perform all of the obligations of the owner under the Contracts, upon the terms and conditions hereinafter set forth.
AGREEMENT:
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:
1. Effective as of, 20 (the "Effective Date"), Assignor assigns to Assignee all of the right, title and interest of Assignor as principal under the Contracts.
2. Assignee hereby accepts the foregoing assignment as of the Effective Date and agrees, for the benefit of Assignor and the Contractees under the Contracts, to perform in a timely manner each and all of the obligations of Assignor as principal under the Contracts, including the refund of any security deposit if and when due, and to indemnify and hold harmless Assignor from any and all such obligations, including but not limited to court costs, and attorneys' fees.
 This Assignment of Contracts and Assumption Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their successors, transferees, and assigns.
IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Contracts and Assumption Agreement as of the day and year first above written.
By:

"Assignor"			
Ву:			
Its:	 		

EXHIBIT "A" TO ASSIGNMENT OF CONTRACTS & ASSUMPTION AGREEMENT, EXHIBIT E

TO PURCHASE AGREEMENT

SCHEDULE OF CONTRACTS

Advances in Aid of Construction Contracts as of June 2021:

<u>NAME</u>	YEAR	PREVIOUS BALANCE	REFUND PAID	NEW BALANCE	END DATE
Norman Smith	2011	\$10,666.13	\$722.83	\$9,943.30	12.27.2021
Verde Valley Archeology	2017	\$87,846.05	\$415.00	\$87,431.05	02.15.2027

Other Business Contracts:

- 1. All Customer Service Contracts and deposits
- 2. Meter Access Agreements
- 3. RVS for Billing Software Company
- 4. Neptune and Hersey/Mueller for Meter Reading Software Companies
- 5. SJE control systems for SCADA System
- 6. Cartegraph for Backflow and Sampling software

Permits:

- 1. ADWR Well Registrations
- 2. Designation of Adequate Water Supply- 41-700446.0001
- 3. ADEQ Community Water Systems- AZ04-13-015 and AZ04-13-072
- 4. ADWR Right Numbers- 91-000610.000 and 91-000649-0000
- 5. Yavapai County Franchise expiration 3/20/2024

SCHEDULE 4 TO PURCHASE AGREEMENT

SCHEDULE OF TRANSFERRED EMPLOYEES

<u>Trans</u>	sferred Employee	Job Title	Length of Service	Hrly Wage
1.	Rick Tackitt	Field Supt.	37 Yrs	\$32.60
2.	Marianna Schwartz	Office Mgr/Bookkpr	27 Yrs	\$27.45
3.	Charles Jewell	Field Supervisor	18 Yrs	\$28.54
4.	Kristopher Stephens	Field Operator	6 Yrs	\$21.18
5.	Jessica Bullard	Receptionist	4 Yrs	\$20.37

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Town of Camp Verde

Agenda Item Submission I	orm – Section I
Meeting Date: October 6, 2021	
☐ Consent Agenda ☑ D	ecision Agenda
☐ Presentation Only ☐ A	ction/Presentation
Requesting Department: Admi	nistration
Staff Resource/Contact Person	r: Russ Martin
RÉSOLUTION OF THE MAYOR MUNICIPAL CORPORATION OI	sion, consideration, and possible approval to adopt Resolution 2021-1078 - A AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, A FARIZONA, TO AUTHORIZE THE APPLICATION FOR A DRINKING WATER IN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA.
List Attached Documents:	
Estimated Presentation Time:	5 mins
Estimated Discussion Time: 5	mins
Reviews and Comme	nts Completed by:
▼ Town Manager: Russ Marti	Department Head:
☑ <i>Town Attorney Comments</i> : standards	Reviewed additionally by Bond Counsel for completeness for WIFA application
Risk Management: N/A	
☑ <i>Finance Department:</i> Loan opportunity to decide on the final	Documents will be developed after final WIFA approval and Council will have an financial terms at that point.
application, done several months	s the first step to achieve WIFA funds. This authorizes the staff to complete the ago, and submit all documents necessary to allow for the WIFA board to consider sary to purchase the Camp Verde Water Company. Following the potential board

Background Information: This is the first step to achieve WIFA funds. This authorizes the staff to complete the application, done several months ago, and submit all documents necessary to allow for the WIFA board to consider our application for funding necessary to purchase the Camp Verde Water Company. Following the potential board approvals, we will be given documents to consider that will outline the amounts, including the years, rate and payment schedule for final consideration which is expected would be in front of Council in November for a December potential closing.



RESOLUTION 2021-1078

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, A MUNICIPAL CORPORATION OF ARIZONA, TO AUTHORIZE THE APPLICATION FOR A DRINKING WATER STATE REVOLVING FUND LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA

WHEREAS, the Town of Camp Verde, Arizona ("Town"), has identified a need for a water capital improvement project; and

WHEREAS, pursuant to Arizona Revised Statues §§ 9-521 through 540, and specifically A.R.S. § 9-571, such town may obligate the revenues generated by its water utility system to repay a loan from the Water Infrastructure Finance Authority of Arizona ("WIFA"); and

WHEREAS, the Town certifies that the population of the community is under 150,000 in population as of the most recent U.S. Census Date; and

WHEREAS, it is in the best interest of the Town to pursue and apply for financial assistance from WIFA of an amount not to exceed \$11,000,000 for such water project; and

WHEREAS, the population of the Town at the time of this request is less than 150,000, which meets the requirement under A.R.S.§ 9-571;

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

- Section 1. The Finance Director of the Town is hereby authorized to apply for DWSRF financial assistance from WIFA.
- Section 2. The Finance Director of the Town is authorized to take such actions as are necessary to apply for financial assistance in an amount not to exceed \$11,000,000 payable from revenues for the water utility system.
- Section 3. All actions of the officers and agents of the Town which conform to the purposes and intent of this resolution and which further the completion of the application as contemplated by this resolution, whether heretofore or hereafter taken are hereby ratified, confirmed and approved. The proper officers and agents of such town are hereby authorized and directed to do all such acts and things and to execute and deliver all such application documents on behalf of such town as may be necessary to carry out the terms and intent of this resolution.

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Dee Jenkins, Mayor Attest: Approved as to form:

William Sims

PASSED AND ADOPTED this 6th day of October 2021.

Cindy Pemberton, Town Clerk

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Town of Camp Verde

Agenda Item Submission	n Form – Section I			
Meeting Date: October 6,	2021			
☐ Consent Agenda	□ Decision Agenda	☐ Executive Session Requested		
☐ Presentation Only	Action/Presentation	Special Session		
Requesting Department:	Public Works – Parks & R	ecreation Division		
Staff Resource/Contact	Person: Michael Marshall			
the Mayor and Common C	Council of the town of Camp	and possible approval of Resolution 2021-1074 a Resolution of Verde, Yavapai County, Arizona, Amending and adopting fees seding Resolution 2021-1065.		
List Attached Documents: Town of Camp Verde – Proposed FY 22 fee changes – P&R. Excerpt of ARS 9-500.14 Use of city or town resources or employees to influence elections				
Estimated Presentation	Time: 5 minutes			
Estimated Discussion Ti	ime: 5 minutes			
Reviews Completed by:				
Department Head: re	viewed by Ron Long To	wn Attorney Comments:		
Finance Review: Bud	geted Unbudgeted	⊠ N/A		
Finance Director Comme Fiscal impact: Budget Code: Comments:		Amount Remaining:		
•	, ,	's Office realized that our current Fee Schedule for renting h State Law. Upon discussion, P&R ceased renting facility		

space to Political groups pending development of an adjusted fee schedule complying with State law.

It is not only law but good policy to ensure that taxpayer resources are unintentionally going to our supporting political issues of any kind. Staff is trying to get ahead of any potential concerns and apologizes for the abrupt nature of this discovery and implementation but was attempting to get into compliance with state law as quickly as possible.

Recommended Action (Motion): Move to approve Town of Camp Verde – Proposed FY 22 fee changes – P&R.

Instructions to the Clerk:

Obtain signature from Mayor on original, copy of signed Fee changes to Finance Dept.

Agenda Item Submission Form - Section II (Staff Report)

Town of Camp Verde

Agenda Item Submission Form - Section II (Staff Report)

Department: Public Works – Parks & Recreation Division

Staff Resource/Contact Person: Michael Marshall

Contact Information: (928) 554-0828 michael.marshall@campverde.az.gov

Background: Based on interpretation of the current Town Fee schedule P&R staff was treating Political groups as Class A non-profits when renting facilities. This practice was halted in mid-August when the problem was realized by the Clerk's Office that state statue restricts the use of taxpayer resources for this purpose. State statute prevents the "use or expenditure of ...facilities...personnel...equipment...buildings or any other thing of value of the city or town, for influencing the outcomes of elections.". This proposed fee schedule makes modifications for Class D Political groups using Town facilities to bring into compliance with ASRS 9-500.14.

Statement of the Problem or Opportunity: The current Council approved Town fee schedule does not allow proper categorization and fee schedule for Political groups in compliance with AZRS 9-500.14.

Alternatives/Options/Solutions:

- 1) Do nothing continue status quo Currently the Town is not allowing Political groups to rent facilities for use.
- 2) Refer for further study This would consume more time while the only allowable outcome under State law would be a modification in specific fees.
- 3) Adopt the proposed Fee schedule with changes Council approval will allow us to resume renting facilities to all appropriate groups and individuals including Political group.

Comparative Analysis:

Option 1 reduces the scope of services offered by the Town

Option 2 creates unnecessary delay without a substantive change as a benefit.

Option 3 allows us to resume providing a full range of services to the public

Fiscal impact to the Town: This will provide a small amount of additional revenue to the Town intended to offset taxpayer support.

Other Impacts: Additional attention to political issues.

Conclusion: Approval of this adjusted Fee schedule will allow the Town to resume providing a full range of services to the public.

Recommendation: Staff recommends Option 3, adoption of the modified Fee Schedule.

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Town of Camp Verde

FY22 Approved Fee Schedule

	2021-22	2021-22
	Council Approved 5/19/20	Department Proposed Changes
s & Recreation		
Class A - Town co-sponsored, youth sports, non-profit group	s, churches, schools and civic groups.	
Class B - Individuals and groups using facilities whose purpo	ose is clearly of a not for profit nature.	
Class C - Profit making individuals, groups or organizations.		
Class D - Groups meeting ASRS 900-5.14 definition about ele	ection or policy positions	
Deposits		
Key Deposit (all classes) (per key)	\$110.00	
Key Card Deposit (all classes) (per key card)	\$40.00	
Heritage Pool Fees (Pool fees are effective openi	ng day of pool in 2015)	
Adults (18 & over):		
Per Visit	\$3.00	
10 Visits	\$25.00	
Season Pass	\$80.00	
Children:		
Per Visit	\$2.00	
10 Visits	\$16.00	
Season	\$60.00	
Family Pass (Immediate Family Only)		
10 Visits	\$40.00	
Season - open swim & Family nights only	\$150.00	
Swim Lessons		
Swim Lessons (30 minutes) two week session 4 days a week	\$25.00	

	2020-21	2021-22
	Council Approved 5/20/20	Department Proposed Changes
's & Recreation (Cont'd)		
Pool Rental Fee		
Private Use- Non-commercial up to 44 Participants		
(Per Hour) Includes 3 Lifeguards	\$90.00	
Private Use - Non-commercial 45-88 Participants		
(Per Hour) Includes 4 Lifeguards	\$110.00	
Private picnic area - when pool is open	\$20/hr	
Reservation Fee	\$100.00	
Pool Specialty Classes		
Adult - 25% of fees to Town/75% to Instructor. Fees to be		
determined by instructor.	25% / 75%	
Youth - 20% of fees to Town/80% to Instructor. Fees to be		
determined by instructor.	20% / 80%	
Parks & Recreation Facility Fees - General		
Banner Pole Fee		
Class A	No Charge	
Class B	\$25.00	
Class C	Not Allowed	
Gym Tables		
Class A	No Charge	
Class B & C & D first 30 tables	No Charge	No Charge - Included with F
Class B & C & D over 30 tables	\$5.00 per table over 30	·
Chairs (if available)		
Class A	No Charge	
Class B & C & D first 100 chairs	No Charge	No Charge - Included with F
Class B & C & D over 100 chairs	\$1.00 per chair over 100	3
Meeting Room Fee	,	
Class A	No Charge	
Class B (per hour(2hr min)/ per day)	\$15 / \$60	
Class C (per day(2hr min)/per day)	\$25 / \$100	
Class D (2hr. Minimum)	Ψ23 / Ψ100	<u> </u>
,	es & chairs on an "as available" basis for no additional charg	

	2020-21	2021-22
	Council Approved 5/20/20	Department Proposed Changes
s & Recreation (Cont'd)		
Electrical Use Fee		
Park/Gazebo/Ramada - Class A	No Charge	
Park/Gazebo/Ramada - Class B w/Bounce house or Band	\$20.00	
Park/Gazebo/Ramada - Class C	\$20.00	
Field power connection	\$20.00 per power post	
Park/Gazebo/Ramada - Class D - w/Bounce House, band or		
equipment	New	\$20.
Ball Field Lights (24-hour cancellation notice required)		
Class A	No Charge	
Class B & D	\$10.00 per hour per field	
Class C	\$20.00 per hour per field	
Specialty Classes		
25% of fees to Town / 75% to Instructor (adult). Fees to		
be determined by instructor.	25% / 75%	
20% of fees to Town / 80% to Instructor (youth). Fees to be		
determined by instructor.	20% / 80%	
Outlfield Fencing Fee		
Class A	No Charge	
Class B & D	\$75.00 per field	
Class C	\$75.00 per field	
Sports Fields: Butler Park & Community Center Fees		
Class A	No charge	
Class B (per hour/per day)	\$25 / \$75	
Class C (per hour)	\$40.00	
Class D	New	\$25 per ho
Sports Fields: Sports Complex		
Class A	No Charge	
Class B	\$35.00 per hour or \$140.00 per day per field	
Class C	\$60.00 per hour or \$240.00 per day per field	
Class D	New	\$35 per hour per fie
Restroom Fee - Class A & B & Class D	No Charge	No Charge - Included w/ fie
Restroom Fee - Class C	\$50.00 per day	3
Damage deposit	\$300.00 per field	

	2020-21	2021-22
	Council Approved 5/20/20	Department Proposed Changes
's & Recreation (Cont'd)		
Concession Stand - Sports Complex		
Class A up to 4 hours	No Charge	
Class A over 4 hours	\$20.00 per day	
Class B	\$40 per 4hr block or \$80 per day	
Class C	\$80 per 4hr block or \$160 per day	
Class D	New	\$10 per hou
Damage/Cleaning Deposit	\$200.00	
Gym Fees		
Class A - less than 100 attending	No Charge	
Class A (per hour-2hr min/per day) - more than 100 attending	\$25 / \$150	
Class B (per hour-2hr min/per day)	\$50 / \$300	
Class C (per hour-2hr min/per day)	\$100 / \$500	
Class D	New	\$50 per hou
Cleaning/Damage Deposit - All Classes	\$500.00	
Gym Floor Preparation Fee		
All Classes	\$75.00	
Park Ramada, Gazebo or Town Ramada Fee		
Class A	No Charge	
Class B	No Charge	
Class C	\$75.00	
Class D	New	\$15 per hou
Kitchen Fee		
Class A	No Charge	
Class B -4 Hour	\$25.00	
Class B (per day)	\$75.00	
Class C - 4 Hour	\$50.00	
Class D	New	\$10 per hou
Class C (per day)	\$100.00	
Kitchen cleaning fee (if dirty after use)	\$50.00	

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Town of Camp Verde

Agend	la Item Submis	sion Form – Section I	
Meeting	g Date:		
☐ Con	sent Agenda	☑ Decision Agenda	☐ Executive Session Requested
☐ Pres	sentation Only	☐ Action/Presentation	☐ Work Session
Reques	sting Department:	Town Clerk's Office	
Staff Re	esource/Contact	Person: Cindy Pemberto	n
designa	ating the Town CI	erk authority to approve	on and Possible Approval of Resolution No. 2021-1075 special event liquor licenses, farm winery festival licenses, d in the Town of Camp Verde.
List Att	ached Document	s: N/A	
Estimat	ted Presentation	Time: 5 min	
Estimat	ted Discussion Ti	ime: 5 min	
Revie	ews and cor	nments Complete	ed by:
	Town Manager:	Approved Department	Head:
	Town Attorney Comments: N/A		
	Risk Manageme	nt:	
	Finance Departi Fiscal Impact: Budget Code: Comments:		Amount Remaining:

Background Information: This item is for consideration to designate the Town Clerk as having the authority of approving special event liquor licenses, farm winery festival licenses, and craft distillery festival licenses for events held in the Town of Camp Verde. If approved, the Town Clerk's Office will provide notification of special event liquor licenses to Council, prior to the events happening.

Currently, the Town Council approves all special event liquor licenses. House Bill 2334 amends Arizona Revised Statutes 4-203.02, 03, and 4-205.11 by allowing the Council to select a designated person to approve the liquor licenses therefore, not needing Council approval. Designating the Town Clerk to approve the special event liquor licenses would create a quicker turnaround time for the applicants. The applications would be able to be

forwarded to the Arizona Department of Liquor, Licenses and Control for their final review and approval in a quicker amount of time. This will help alleviate the problem of having to wait for the next Council meeting to have special event liquor licenses approved.

The special event liquor licenses will continue to be reviewed by the Marshal's Office and Community Development for compliance.

Recommended Action (Motion): Move to approve Resolution No. 2021-1075 designating the Town Clerk authority to approve special event liquor licenses, farm winery festival licenses, and craft distillery festival licenses for events held in the Town of Camp Verde

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RESOLUTION NO. 2021-1075

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, DELEGATING AUTHORITY TO THE TOWN CLERK FOR APPROVAL OF SPECIAL EVENT LIQUOR LICENSES PURSUANT TO ARIZONA REVISED STATUTES §4-203.02, FARM WINERY FESTIVAL LICENSES PURSUANT TO ARIZONA REVISED STATUTES §4-203.03, AND CRAFT DISTILLERY FESTIVAL

WHEREAS, Arizona House Bill 2334 amends various Arizona state liquor laws found in Arizona Revised Statutes, Title 4; and

WHEREAS, House Bill 2334 amends Arizona Revised Statutes 4-203.02 dealing with special event liquor licenses, which now provides in pertinent part that, before the director may issue a temporary special event license, the special event liquor license must be approved by the governing body of the city or town or the governing body's designee if the event is to be held in a city or town; and

WHEREAS, House Bill 2334 amends Arizona Revised Statutes 4-203.03 dealing with farm winery festival licenses, which now provides in pertinent part that, before the director may issue a farm winery festival license, the farm winery festival license must be approved by the governing body of the city or town or the governing body's designee if the event is to be held in a city or town; and

WHEREAS, House Bill 2334 amends Arizona Revised Statutes 4-205.11 dealing with craft distillery festival licenses, which now provides in pertinent part that, before the director may issue a craft distillery festival license, the craft distillery festival license must be approved by the governing body of the city or town or the governing body's designee if the event is to be held in a city or town; and

WHEREAS, the Town Council as the governing body of the Town of Camp Verde desires to designate the Town Clerk the authority to approve special event liquor licenses, farm winery festival licenses, and craft distillery festival licenses for events held in the Town of Camp Verde; and

WHEREAS, it is in the best interests of the Town for the Town Council to designate the Clerk has having the authority to approve special event liquor licenses, farm winery festival licenses, and craft distillery festival licenses for events held in the Town of Camp Verde.

ENACTMENTS:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE TOWN OF

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CAMP VERDE AS FOLLOWS:

Section 1. THAT, the Town Council designates the Town Clerk as having the authority of approving special event liquor licenses, farm winery festival licenses, and craft distillery festival licenses for events held in the Town of Camp Verde.

Section 2. THAT, the Town Clerk is directed to provide notification to the City Council of all special event liquor licenses, farm winery festival liquor licenses and craft distillery liquor licenses approved by the Clerk.

Section 3. THAT, the Mayor and staff are hereby authorized to sign this Resolution and any documents effectuating the terms contained herein.

PASSED, APPROVED AND ADOF Camp Verde this day of				ne Town of
			Dee Jenkins, Mayor	Date:
Attest:			Approved As To Form	:
Cindy Pemberton Town Clerk	Date		Bill Sims Town Attorney	Date
CERT	TIFICATION O	F RECORDIN	NG OFFICER	
STATE OF ARIZONA	,)		
County of Yavapai	,) ss.		
I, the undersigned Cindy P the Town of Camp Verde, No. 2021-1075 is a true, co passed and adopted at a V Yavapai County, Arizona, I quorum was present and, I	Yavapai Count orrect and accu oting Meeting neld on the	ty, Arizona, curate copy of of the Councer	ertify that the foregoing Resolution No. 2021-1 ill of the Town of Camp	Resolution 075, Verde, at which a
Given under my hand and	sealed this	day of	, 2021.	
Seal				
		Town	Clerk	



RESOLUTION NO. 2021-1076

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, URGING THE ARIZONA INDEPENDENT REDISTRICTING COMMISSION TO KEEP RURUAL ARIZONA TOGETHER BY CONSIDERING AND ADOPTING THE PROPOSED BASE CONCEPT DISTRICT MAPS ASA PROVIDED.

WHEREAS, Constitution of the United State of America orders a national census to be performed once every ten years to re-enumerate and reapportion the population of each respective state, and

WHEREAS, the Arizona Independent Redistricting Commission is charged with the work of determining said reapportionment for congressional and legislative representation within the State of Arizona, and

WHEREAS, the Arizona Constitution requires the commission to draw new district boundaries in a grid-like pattern across the state, compact, contiguous, and "shall respect communities of interest", to the extent practicable, and to create politically competitive districts where doing so "would create no significant detriment to the other goals", and

WHEREAS, this charge not ignoring, it is in the interest of the Five Eastern Rural Counties of Graham, Greenlee, Gila, Southern Navajo and Apache, and adjacent communities of the Copper Corridor and Verde Valley, to remain united in political representation; and those interests being fundamentally different in nature, economically, culturally, historically, and in policy concerns, than that of metropolitan regions and counties;

THEREFORE, BE IT RESOLVED, We do join the other citizens and governments of the 5+ Eastern Counties in urging the Commission to establish the Legislative representation of this region solely rural and undivided. We do endorse and offer the attached base concept district proposals for the 5+ Eastern Counties rural legislative district for consideration and adoption by the commission.

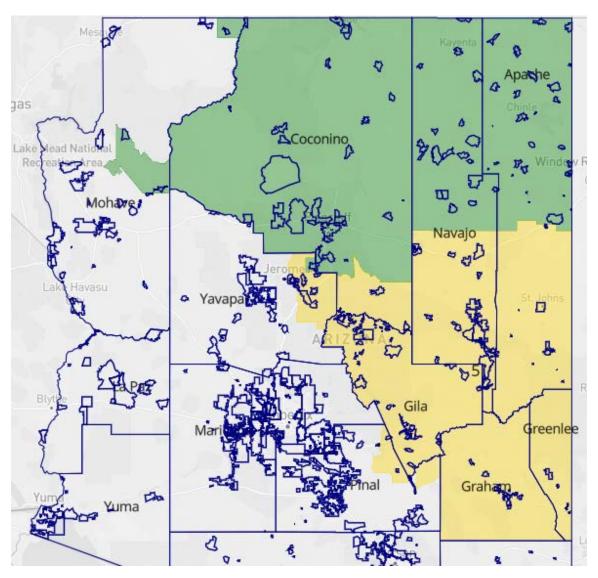
A) The five Eastern Counties, along with the Copper Corridor and Verde Valley, including the San Carlos and White Mountain Apache Nations;

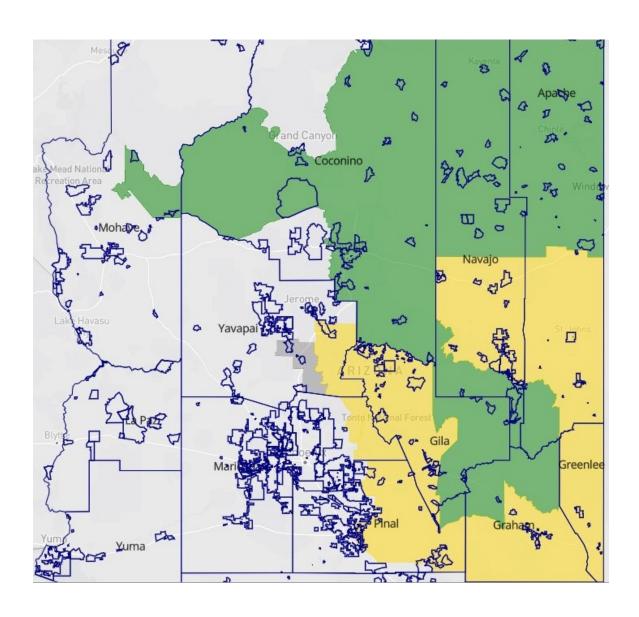
OR,

B) The five Eastern Counties, along with greater parts of the Copper Corridor and Verde Valley, but connecting the San Carlos and White Mountain Apache nations with that of the Navajo and Hopi Nations via a strip of uninhabited territory of North Eastern Gila County and South Western Navajo County.

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Attn: AZ Independent Redistricting Commission admin@azdoa.gov

Dee Jenkins, Mayor	Date:	<u> </u>
Attest:		Approved As To Form:
Cindy Pemberton, Town Clerk	Date:	Bill Sims, Town Attorney
CERTIFICATION OF RECORDING O	FFICER	
STATE OF ARIZONA)
County of Yavapai	ounty of Yavapai) ss.	
I, the undersigned Cindy Pembert	on, being the duly ap	ppointed, qualified Town Clerk of the Town of
Camp Verde, Yavapai County, Ariz	zona, certify that the	foregoing Resolution No. 2021-1076 is a
true, correct and accurate copy o	f Resolution No. 2022	1-1076, passed and adopted at a Voting
Meeting of the Council of the Tov	vn of Camp Verde, Ya	avapai County, Arizona, held on the
day of 20	18, at which a quorui	m was present and, by a vote,
voted in favor of said res	solution.	
Given under my hand and sealed	this day of	, 2021.
Seal		
Town Clerk		

EASTERN RURAL AZ REDISTRICTING BACKGROUND INFORMATION

The following is a brief history and informational explanation of the 5+ Eastern Counties Legislative District Proposal:

US CONSTITUTIONAL MANDATE.

Representatives and direct Taxes shall be apportioned among the several States... The actual Enumeration shall be made within three Years after the first Meeting of the Congress of the United States, and within every subsequent Term of ten Years, in such Manner as they shall by Law direct. – **Article 1, Section 2, US Constitution**.

Every Ten years since 1790, two events occur in every state in America. 1) Enumeration. 2) Apportionment. This translates into the decennial census in years ending in "0", followed by redistricting in years ending in "1".



ROLE OF STATE OF ARIZONA

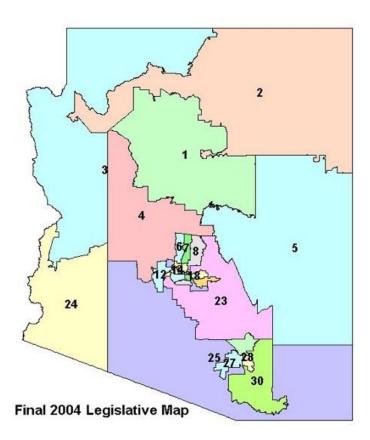
The Times, Places and Manner of holding Elections for Senators and Representatives, shall be prescribed in each State by the Legislature thereof... **Article 1, Section 4, US Constitution.**

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Presumably from statehood until the year 2000, Congressional and Legislative Redistricting was performed by the AZ State Legislature. Utilizing the ballot initiative process, the voters of Arizona were convinced in the November election of 2000 to approve a measure creating a body entitled the **Arizona Independent Redistricting commission**.

Applicants from across the state would be invited to apply. No one having served in office, run for office, including precinct committeeman, been an officer in a campaign, except for school board, within the previous three years would be eligible to serve on the newly created commission. The applicant pool is then reviewed and 25 finalists are chosen by the Arizona Commission on Appellate Court Appointments: 10 Republicans, 10 Democrats, and 5 Independents/Other. One from the first two pools are selected by the minority party and majority party of each house of the legislature. At last, those four chosen then choose an Independent/Other from the pool of five selectees. Those five are seated as the Redistricting Commission (AZIRC) for the next ten years.

2001-2010 LEGISLATIVE DISTRICT: 5 RURAL EASTERN COUNTIES.



The map above in the area marked "5" is the original Eastern Rural Legislative District developed by the Redistricting Commission. It was composed of all or part of the 5 eastern counties: Gila, Graham, Greenlee, Navajo, and Apache. The later two were truncated at the

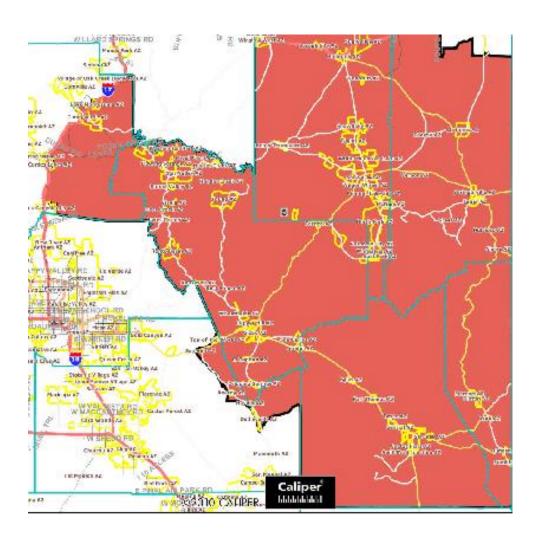
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Navajo Reservation line. Hayden and Winkelman of the southern tip of Gila County were placed into greater Pinal County (LD 23 at the time). The San Carlos Apache and White Mountain Apache Nations were included with the five eastern counties.

In that time, the voters elected Jake Flake (R-Snowflake), Jack Brown (D-St. Johns), Bill Konopnicki (Moderate R-Safford), Sylvia Allen (R-Snowflake), Brenda Barton (R-Safford), Chester Crandell (R-Snowflake).

Rather than blind party affiliation, Eastern Rural AZ voters demonstrated that rural issues took precedent in legislative representation.

2011 LEGISLATIVE DISTRICT PROPOSAL: KEEP RURAL AZ UNITED



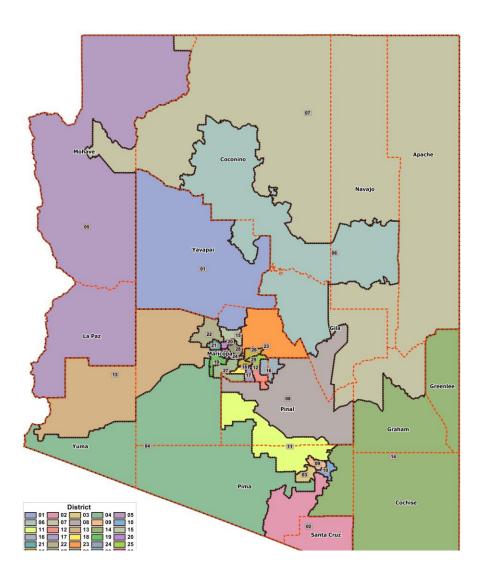
During the 2011 redistricting, concerned citizens in Eastern AZ with the support of Sen. Allen, Rep. Barton, and Rep. Crandell, the Legislative delegation of the time, began a grassroots effort

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to advocate keeping our rural district largely unchanged. Due to population increase in the state, but unchanged or loss of population in the rural areas, we had to include additional population areas. With the intent of abiding by the objective of uniting rural communities with natural resource culture and economies, we proposed adding the Copper Corridor communities of Superior, Kearney, Hayden, and Winkelman, as well as the Verde Valley, largely composed of Camp Verde.

15 cities and towns across the proposed region adopted resolutions in support of it. These included: Miami, Globe, Pima, Duncan, Hayden, Winkelman, Superior, Show Low, Pinetop-Lakeside, Snowflake, Winslow, Eagar, Springerville, St. Johns, and Camp Verde. If we had more time, no doubt more governments could have joined the movement.

2011-2020 LEGISLATIVE DISTRICTS: RURAL EASTERN AZ SPLINTERED AMONG URBAN CENTERS



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Despite our efforts, our appeal was dismissed by the previous Commission. The result was an incomprehensible scribbling, disregarding one of the fundamental requirements for district mapping, following a grid pattern. Graham and Greenlee were placed with Sierra Vista and eastern Tucson outskirts; southern Gila was placed with Casa Grand and Santan; northern Gila and central Navajo were joined to Flagstaff; southern Apache and Navajo counties were used as a land bridge to create a majority American Indian district, joining the White Mountain and San Carlos Apache Nations with the previous decade's district that combined the Navajo, Hopi, and Yavapai Apache reservations.

ARIZONA CONSTITUTIONAL REDISTRICTING REQUIREMENTS

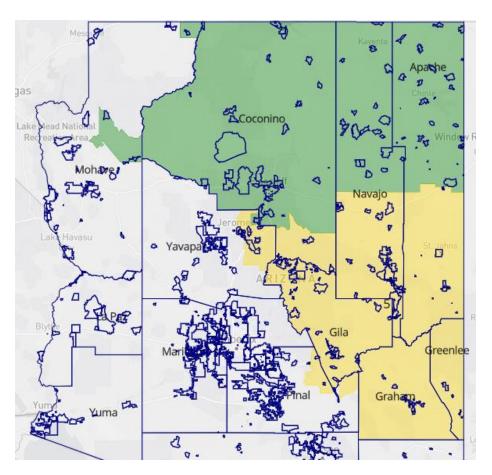
In addition to the federal constitution and congressional legislation, particular the Civil Rights Act of 1964, the Arizona Constitution lays down certain requirements for the AZIRC to follow. These are:

- 1. Districts shall have equal population to the extent practicable
- 2. Districts shall be geographically compact and contiguous to the extent practicable
- 3. District boundaries shall respect communities of interest to the extent practicable
- 4. To the extent practicable, district lines shall use visible geographic features, city, town and county boundaries, and undivided census tracts
- 5. To the extent practicable, competitive districts should be favored where to do so would create no significant detriment to the other goals
- 6. Party registration and voting history data shall be excluded from the initial phase of the mapping process but may be used to test maps for compliance with the above goals. The places of residence of incumbents or candidates shall not be identified or considered.
 - —Arizona Constitution, Article 4, Part 2, Section 1, paragraphs 14-15

For Rural Arizona, nothing is truer than Communities of Interest. Above partisan politics, our rural way of life and the unique challenges that brings, our communities share a common identity. From the forests of the White Mountains to the farms of the Gila Valley, from Morenci Mine to the Ray Mine, from the Verde River to the Gila River, whether you're standing on a corner in Winslow Arizona, or you stop for coffee in downtown Globe on a *Midnight Run*, our communities share an identity dating back to the 1870s and before.

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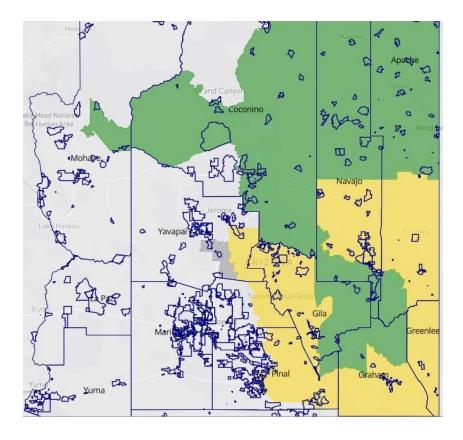




The target population this decade is approximately 220,000. A variance above or below this number will to some degree be permitted. Two maps concepts are being proposed to the Commission for consideration. The difference depends on how the San Carlos and White Mountain Apache Nations decide to be districted; with the Navajo and Hopi, or with Eastern Arizona.

A) Includes the 5 Eastern Counties as rendered in 2001, including the Apache Nations. Additionally, it proposes adding the communities of the Copper Corridor, namely, Superior, Kearny, Hayden, Winkelman, Dudleyville, Mammoth, and San Manuel, with surrounding areas; and the Verde Valley in the north, principally Camp Verde, with surrounding areas.

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B) This version accounts for the combining of reservations as depicted both in 2001 and 2011. However, rather than subjugating any non-reservation communities to a district that shares virtually no common interest, it is proposed to connect the reservations with a more or less uninhabited area of land crossing northeastern Gila County and Southwestern Navajo County. The Coconino County communities of Flagstaff and Sedona are more suitably combined with the American Indian Nations than any rural community of Eastern Arizona.

LISTENING TOUR, PUBLIC HEARINGS, ACCELERATED PROCESS

From July 23 to August 6, the IRC held public hearings as part of their listing tour in parts of Eastern Rural AZ, either by remote location or on location. It was learned during this time that the US Census Bureau was supposed to deliver census data to the states for redistricting. That delivery was delayed until late August or early September. Presently it appears that a second tour has begun that will not be hosting either by remote or on site anywhere in Eastern Arizona. For this reason, the resolutions adopted by our governments will be crucial.

During the first tour, myself, Jesse Bryant, Senator Sylvia Allen (ret.), and numerous concerned citizens from around our region attended these hearings as they occurred in our region, and addressed how critical restoring our rural district is to our citizens. I personally attended and

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spoke at four hearings. The concept was repeated to the Commissioners several times. Though we labored to get the message of the 5+ Eastern Counties out to all of communities, it was not as ubiquitous as I wish it had been. However, even in the cases where citizens spoke without this specific plan in mind, the message of a rural regional district was still repeated.

We will live with the results for another 10 years. We are at the tail end of this process, likely being concluded by the end of October. We have no time to waste, and every effort to make for our voice to be heard.

Thank you for adding the voice of your people to our mutual cause.

Respectfully,

Jesse R Bryant

Globe, AZ 928-200-6348 <u>irbofficial@outlook.com</u>

DRAFT RESOLUTION

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF _____, ARIZONA, URGING THE ARIZONA INDEPENDENT REDISTRICTING COMMISSION TO KEEP RURAL ARIZONA TOGETHER BY CONSIDERING AND ADOPTING THE PROPOSED BASE CONCEPT DISTRICT MAPS AS PROVIDED.

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OR,

B) The five Eastern Counties, along with greater parts of the Copper Corridor and Verde Valley, but connecting the San Carlos and White Mountain Apache nations with that of the Navajo and Hopi Nations via a strip of uninhabited territory of North Eastern Gila County and South Western Navajo County.

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Town of Camp Verde

Agenda Item Submission Form – Section I
Meeting Date: October 6, 2021
☐ Consent Agenda ☐ Executive Session Requested
☐ Presentation Only ☐ Action/Presentation ☐ Pre-Session Agenda
Requesting Department: Town Clerk
Staff Resource/Contact Person: Cindy Pemberton
Agenda Title: Public Hearing followed by Discussion, Consideration and Possible Approval for a Class 7 (Beer and Wine Bar) Liquor License Application #07130020 for Andrea Dahlman Lewkowitz, Agent -Verde Ranch RV Resort - located at 1105 N Dreamcatcher Drive, Camp Verde, AZ 86322.
 Staff Comments Public Hearing Open Public Hearing Closed Council Discussion
List Attached Documents: Local Governing Body Report from Department of Liquor License and Control #07130020
Estimated Presentation Time: 5 minutes
Estimated Discussion Time: 5 minutes
Reviews Completed by: N/A
□ Department Head: Cindy Pemberton □ Town Attorney Comments: N/A
Finance Department N/A Fiscal Impact: None Budget Code: N/A Amount Remaining: Comments:
Background Information

Staff received a liquor license application on September 7, 2021 and posted the necessary paper work as required by Law for 20 days on September 8, 2021. All fees associated with the application have been paid. The Marshal's Office and Community Development have reviewed the application and have no concerns. Staff has not received any comments or concerns from the public regarding the application.

Recommended Action (Motion):

Approve Class 7 (Beer and Wine Bar) Liquor License Application #07130020 for Andrea Dahlman Lewkowitz, Agent - Verde Ranch RV Resort - located at 1105 N Dreamcatcher Drive, Camp Verde, AZ 86322.

Instructions to the Clerk: Process application and send to Department of Liquor License

State of Arizona Department of Liquor Licenses and Control

JoB# 154803
Town of Camp Verde

SEP - 7 2021

Created 08/31/2021 @ 02:18:44 PM

Local Governing Body Report

LICENSE

Number:

07130020

Type:

Expiration Date:

007 BEER AND WINE

BAR

08/31/2021

Name:

VERDE RANCH RV RESORT

State:

Pending

Issue Date:

04/23/1979

Original Issue Date: Location:

1105 N DREAMCATCHER DRIVE

CAMP VERDE, AZ 86322

USA

Mailing Address:

1105 N DREAMCATCHER DRIVE

CAMP VERDE, AZ 86322

USA

Phone:

(928)567-7126

Alt. Phone:

(928)421-2687

Email:

MHARRISON@CRRMGMT.COM

Currently, this license has pending applications.

AGENT

Name:

ANDREA DAHLMAN LEWKOWITZ

Gender:

Female

Correspondence Address: 2600 N CENTRAL AVENUE

#1775

PHOENIX, AZ 85004

USA

Phone:

(602)200-7222

Alt. Phone:

Email:

ANDREA@LEWKLAW.COM

OWNER

Name:

Type:

VERDE FENCEPOST LLC

Contact Name:

ANDREA DAHLMAN LEWKOWITZ LIMITED LIABILITY COMPANY

AZ CC File Number:

1886530

State of Incorporation: MN

Incorporation Date:

09/13/2018

Correspondence Address: 2600 N CENTRAL AVENUE

#1775

PHOENIX, AZ 85004

USA

Phone:

(602)200-7222

Alt. Phone:

Email:

ANDREA@LEWKLAW.COM

Officers / Stockholders

Name:

Title:

% Interest:

VERDE OZ FUND LP

MEMBER

86.27

VERDE OZ FUND LP - General Partner

Name:

IRVIN ROBERT KESSLER

Gender:

Male

Correspondence Address: 283 3RD STREET

CAMP VERDE, AZ 86322

USA

Phone:

(928)567-7126

Alt. Phone:

(952)334-2225

Email:

KESSLER@WALLEYETRADING.NET

VERDE FENCEPOST LLC - MEMBER

Name:

VERDE OZ FUND LP

Contact Name:

MICHAEL SAUL HARRISON

Type:

PARTNERSHIP

AZ CC File Number:

State of Incorporation:

Incorporation Date:

Correspondence Address: 1105 N DREAMCATCHER DRIVE

CAMP VERDE, AZ 86322

USA

Phone:

(928)421-2687

Alt. Phone:

Email:

MHARRISON@CRRMGMT.COM

MANAGERS

Name:

CALI DENISE HILDEBRANDT

Gender:

Female

Correspondence Address: 1105 N DREAMCATCHER DRIVE

CAMP VERDE, AZ 86322

USA

Phone:

(928)567-7126

Alt. Phone:

Email:

CHILDEBRANDT@CRRMGMT.COM

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APPLICATION INFORMATION

Application Number:

154803

Application Type:

Location / Owner Transfer

Created Date:

07/08/2021



QUESTIONS & ANSWERS

007 Beer and Wine Bar

1) Are you applying for an Interim Permit (INP)?

No

4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?

No

10) Provide name, address, and distance of nearest school and church. (If less than one (1) mile note footage)

CAMP VERDE MIDDLE SCHOOL - 1.12 MILES

370 CAMP LINCOLN RD

CAMP VERDE, AZ 86322

PARKSIDE COMMUNITY CHURCH - 1.10 MILES

401 CAMP LINCOLN RD

CAMP VERDE, AZ 86322

11) Are you one of the following? Please indicate below.

Property Tenant

Subtenant

Property Owner

Property Purchaser

Property Management Company

PROPERTY OWNER

12) Is there a penalty if lease is not fulfilled?

No

13) What is the total money borrowed for the business not including the lease?

Please list lenders/people owed money for the business.

TOTAL DEBT - \$13 Million

Western Alliance Bank (\$12,409,990.77) 1 Washington St. Ste. 1400 Phoenix, AZ 85004

Contemporary Resorts and Residences

(\$221,117.76)

2800 Niagara Lane N

Plymouth, MN 55447

Irvine Kessler (\$419,693.15) 6210 E. Indian Road Paradise Valley, AZ 85253

14) Is there a drive through window on the premises?

No

15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.

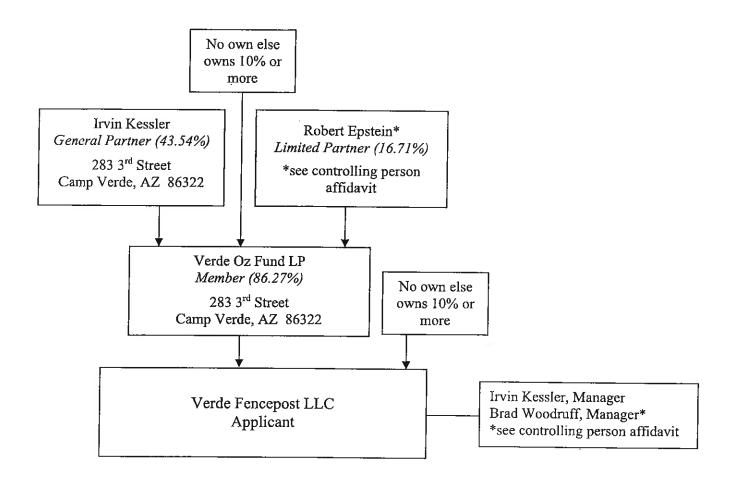
CONTIGUOUS

- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild? No
- 23) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only) \$35,000.00

DOCUMENTS

	·	
DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ORGANIZATIONAL DOCUMENTS	Verde Fencepost LLC_CP Affidavit.pd	f 07/08/2021
ORGANIZATIONAL DOCUMENTS	Verde Fencepost LLC_Ownership chart_Jul 7 21.pdf	07/08/2021
ALIEN STATUS	Verde Ranch #7_Agent Ltr.pdf	07/08/2021
QUESTIONNAIRE	Verde Ranch #7_Agent Quest - ADL.pd	1f07/08/2021
BILL OF SALE	Verde Ranch #7_Bill of Sale (signed).pdf	07/08/2021
QUESTIONNAIRE	Verde Ranch #7_Officer Quest - Irvin Kessler.pdf	07/08/2021
BILL OF SALE	Verde Ranch #7_Sect 9 (signed).pdf	07/08/2021
DIAGRAM/FLOOR PLAN	Verde Ranch #7_Diagram.pdf	07/27/2021
	Verde Ranch RV #10_Org Rest_Aug 27 21.pdf	08/27/2021
	Mike Harrison_Q Amnd + Train_Aug 17 21.pdf	708/27/2021

VERDE FENCEPOST, LLC Ownership Chart





Arizona Department of Liquor Licenses and Control 800 W Washington 5th Floor Phoenix, AZ 85007-2934 www.azliquor.gov (602) 542-5141

APPLICANT/CONTROLLING PERSON AFFIDAVIT

TO BE COMPLETED BY THE ORGANIZATION'S PRESIDENT. IF THIS IS A CLUB, PARTNERSHIP, OR OTHER TYPE OFORGANIZATION, A SIGNATURE OF EQUAL LEVEL IS REQUIRED.

Organization:	VERDE FENCEPOST L	LC	TORE OF EQUAL LEVEL IS REQUIRED.
Affidavit of:	IRVIN ROBERT KESSI	LER	
Position/Title:	MANAGER		
State of:	MINNESOTA	AZ Corp./L.L.C. #:	lagema
County of:	HENNEPIN	State Incorporated:	1886530
The undersioned		non-national state in corporated:	MN
	co (com ron Mome). IKAIM	ROBERT KESSLER	Declares:
and delivered to	n with this organization's app o the Arizona Department o	olication to obtain a liquor license for ou f Liquor Licenses and Control the required	or operation(s) in Arizona have complete
elc., who direct Arizona: and all	questionnaires and fingerprii or are involved in the direc	nt cards of all officers, directors, regional clion of the management of the policies percent (10%) or more of the corporation no Department of Liquor Licenses and Co	managers, manage members, partners, involving spirituous liquor in the State of
	Name and III	le of such individuals are as follows for lis	t attached):
1) <u>IRVIN ROB</u>	ERT KESSLER	V	
2)	· · · · · · · · · · · · · · · · · · ·		
3)			
4)			
organization involved	trol. None of these individua ving spirituous liquor in the St ch members and positions,	uestionnaires and fingerprint cards, other ho are not submitting such information to als directs or is involved in the direction of late of Arizona. along with date and place of birth, are a	the management of policies of this
1) BRAD WOOD	PRUFF; MANAGER;	WA	s tollows (or list affached);
2) ROBERT EPS	TEIN; INVESTOR;	TX	
3)			
4)			
4. Finally, on inform felony, had a liquor	oation and halist	the individuals listed under item #3 had any provisions of a liquor license issued	ve at any time been convicted of a to that member.
ompliance with A	R S & 4-210/AV2) and (2) 1	nat I have read and understand the fore e and correct to the best of my knowled	ear under penally of perjury and in going and verify that the information go.
		Applicant Signature:	
/12/2019		Prime 1 of 1	

2

Page 1 of 1

BILL OF SALE

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT Four Eight Wineworks, Inc., a Delaware Corporation (hereinafter referred to as "Seller"), for and in consideration of the sum of Thirty Five-Thousand and no/100 (\$35,000.00) Dollars and other good and valuable consideration to Seller paid by Verde Fencepost, LLC, Minnesota limited liability company (hereinafter "Buyer"), the receipt and sufficiency of which are hereby acknowledged and confessed, has bargained, sold, assigned and delivered, and by these presents does bargain, sell, assign and deliver, unto Buyer all of the Seller's right, title and interest in and to all of the following described personal property in Maricopa County, Arizona, to wit:

Arizona liquor license #07130020

Seller warrants it is the lawful owner of the License, the License is free and clear of all taxes, liens, encumbrances, and claims of any kind, and the undersigned is authorized to execute all documents necessary to effect the sale of the License on behalf of the Seller.

This Bill of Sale shall be binding on Seller, its successors and assigns, and shall inure to the benefit of Buyer, its successors and assigns.

EXECUTED this day of May, 2021.

SELLER:

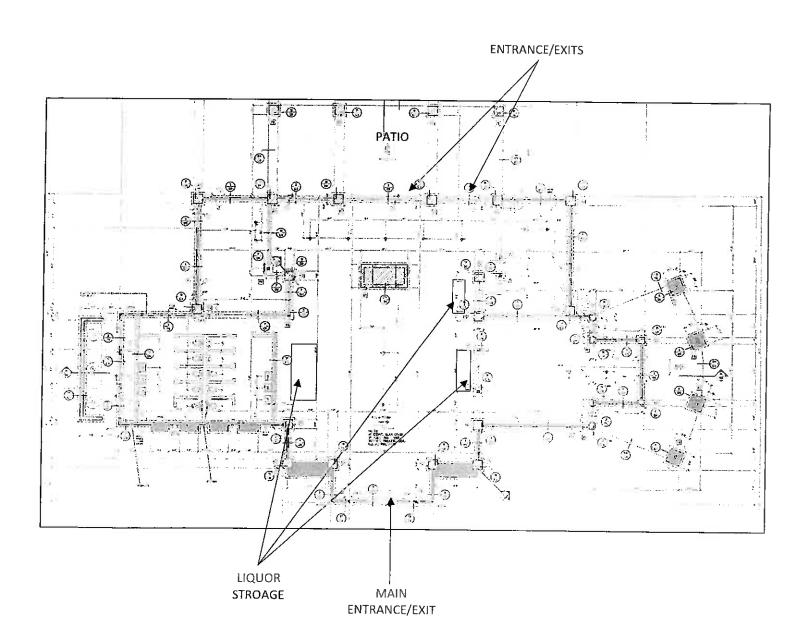
Four Eight Wineworks, Inc., LLC an Arizona limited liability company

Maynard J. Keenan, President

Verde Ranch RV Resort

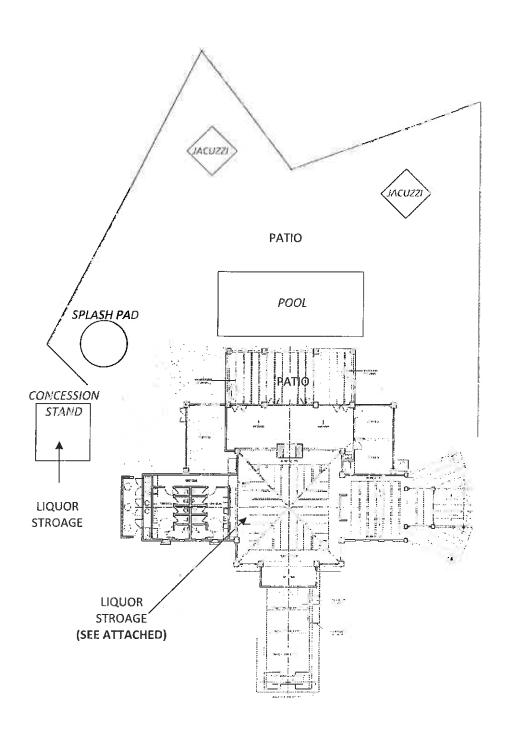
1105 N Dreamcatcher Drive Camp Verde, AZ 86322

ATTACHMENT



Verde Ranch RV Resort

1105 N Dreamcatcher Drive Camp Verde, AZ 86322 Approx. 10,000 s.f.





Town of Camp Verde

Agendo	a Item Submission Form – Section I
Meeting	Date:
☐ Cons	ent Agenda
☐ Prese	entation Only
Request	ing Department: Managers Office
Staff Res	source/Contact Person: Russ Martin
•	Title (be exact): Discussion, Consideration and Possible Approval of letter supporting Sedona's for Redistricting
List Atta	ched Documents: Letter of Support
Estimate	ed Presentation Time: 5 min
Estimate	ed Discussion Time: 5 min
Revie	ws and comments Completed by:
	Town Manager: Included in Background Department Head:
	Town Attorney Comments: N/A
	Risk Management:
	Finance Department Fiscal Impact: Budget Code: Amount Remaining: Comments:

Background Information: the City of Sedona requested it be kept intact in both a Congressional District and a Legislative District and specifically asked first and foremost that the City be kept intact and not be split by County lines. The City also requested an outcome that maintains the Verde Valley communities of Sedona, Village of Oak Creek, Cottonwood, Camp Verde, Jerome, and Clarkdale, as well as the Yavapai Apache Nation, together within congressional and legislative districts. The IRC has now released Draft District Grid maps.

Recommended Action (Motion): Move to approve the letter of support of Sedona's request for redistricting.

REDISTRICTING STATEMENT - CITY OF SEDONA

The City of Sedona presented testimony at the Independent Redistricting Commission (IRC) Hearing on July 27, 2021. In that testimony, the City of Sedona requested it be kept intact in both a Congressional District and a Legislative District and specifically asked first and foremost that the City be kept intact and not be split by County lines. The City also requested an outcome that maintains the Verde Valley communities of Sedona, Village of Oak Creek, Cottonwood, Camp Verde, Jerome, and Clarkdale, as well as the Yavapai Apache Nation, together within congressional and legislative districts. The IRC has now released Draft District Grid maps.

The preliminary Congressional District Grid Map represents the City of Sedona intact in what would become Congressional District 2. It also maintains the relationships that Sedona has with its neighboring communities, with which it shares business and economic interests, residential housing opportunities, health care providers/facilities, transportation corridors and infrastructure, cultural and educational institutions, and many other long-term alliances, as well as our shared history, natural resources, and physical features.

The preliminary Legislative District Grid Map represents the City of Sedona as split between two legislative districts, which removes a portion of our city and its residents from the relationships and bonds listed above.

The City of Sedona requests reconsideration of the proposed Legislative District boundaries. We ask that the City of Sedona be kept intact to ensure our residents can continue to speak with one voice as a community. We further ask that our City be kept with its neighboring communities (listed above) so that our region may have unified representation in matters before the state. We request respect for our communities of interest and geographic area.

We seek an outcome that recognizes the importance of aligning our city with our neighboring communities that have similar common interests. Representation and community voice are ideals at the heart of independent redistricting. A voice that is inclusive of our inextricably bound communities is essential to the representation that Sedona deserves.

We would be happy to provide any documentation that might be helpful to your review. We appreciate the Independent Redistricting Commission's consideration of our request.

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