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**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, JANUARY 19, 2022 at 6:30 P.M.**

ZOOM MEETING LINK:

<https://us02web.zoom.us/j/84017704038?pwd=bzZUMUxRamZ1ai9QQjR6WGhkWFk0UT09>

**One Tap Mobile: 1-253-215-8782 or 1-346-248-7799
Meeting ID: 840 1770 4038
Passcode: 048770**

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

1. **Call to Order**
2. **Roll Call.** Council Members 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) **Set Next Meeting, Date and Time:**
 - 1) Regular Session – Wednesday January 19, 2022 at 6:30 p.m.
 - 2) Regular Session – Wednesday February 2, 2022 at 6:30 p.m.
 - 3) Regular Session – Wednesday February 16, 2022 at 6:30 p.m.
 - b) **Approval of The Town of Camp Verde Public Safety Personnel Retirement System Pension Funding Policy for FY22.** Staff Resource: Michael Showers Page 5
 - c) **Approve Council's desire that Wastewater user fees be kept at the current rates of \$2.90 per UPC discharge fixture unit for Residential fees and \$4.51 per UPC discharge unit for Commercial fees from the period of January 1st, 2020 through the current fiscal year.** Staff Resource: Michael Showers Page 9
 - d) **Approval of PSPRS Attorney Engagement Letter "Agreement" attorney-client relationship between Ryan Rapp Underwood & Pacheco, PLS law firm and the Town of Camp Verde PSPRS Local Retirement Board.** Page 13

5. **Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to ARS §38-431.01(H))

6. **Special Announcements and Presentations:**
 - **2021 Law Enforcement Service Awards.** Marshal's Office and Kiwanis Club Page 23

7. **Public Hearing followed by Discussion, Consideration and Possible Recommendation of Approval of Liquor License Application INP130016501 for Michael Joseph Basha-Bashas #49 located at 650 Finnie Flat Road-Camp Verde, AZ 86322.** Staff Resource: Cindy Pemberton Page 25
 - **Staff Comments**
 - **Public Hearing Open**
 - **Public Hearing Closed**
 - **Council Discussion**

8. **Discussion, Consideration and Possible Nominations of candidates to fill three vacancies on the Planning & Zoning Commission for terms that expire January 2025. Five persons have applied to fill these vacancies: Amanda Barger, Robert Foreman, Michael Hough, Jerry Mason and Ingrid Osses.** Staff Resource: Cindy Pemberton Page 32-42

9. **Discussion, Consideration and Possible Appointment of three (3) members to serve on the Planning & Zoning Commission for terms that expire January 2025. The names of persons nominated pursuant to Agenda Item #8 will be randomly drawn in a lottery and voted upon by roll call vote of the Council following the selection of each name. The selection will terminate once the three positions are filled but may require 5 sequential votes until the three positions are filled.** Staff Resource: Cindy Pemberton Page 32-42

10. **Discussion, Consideration and Possible Appointment of one (1) member to serve on the Board of Adjustment for a term that expires January 2025. One applicant Buck Buchanan.** Staff Resource: Cindy Pemberton Page 43

11. **Discussion, Consideration and Possible Approval to apply for funding for additional park playground facilities at the Sports Complex including a required match of up to \$125,000 for a total project of up to \$250,000.** Staff Resource: Russ Martin and Mike Marshall Page 47

12. **Discussion, Consideration and Possible Approval to release a request for proposal to seek out affordable housing development in Camp Verde.** Staff Resource: Russ Martin and Steve Ayers Page 49
13. **Discussion, Consideration and Possible Approval for the Finance Director to make the FY21 budget adjustments as attached on the Budget Change/Re-Appropriation Form dated 6/30/21 totaling \$85,400 in changes.** Staff Resource: Michael Showers Page 53
14. **Discussion, Consideration and Possible Approval for the Finance Director to make the FY21 budget adjustments as attached on the Budget Change/Re-Appropriation Form dated 6/30/21 totaling \$475,650.00 in changes.** Staff Resource: Michael Showers Page 61
15. **Discussion, Consideration and Possible Approval of A RESOLUTION 2022-1083 OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, APPROVING THE SALE AND EXECUTION AND DELIVERY OF PLEDGED REVENUE OBLIGATIONS, TAXABLE SERIES 2022, EVIDENCING PROPORTIONATE INTERESTS OF THE OWNERS THEREOF IN A PURCHASE AGREEMENT FROM THE TOWN TO PAY ALL OR A PORTION OF THE TOWN'S UNFUNDED LIABILITIES WITH RESPECT TO THE ARIZONA PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH PURCHASE AGREEMENT AND OTHER NECESSARY AGREEMENTS FOR SUCH SALE; DELEGATING AUTHORITY TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING AND DECLARING AN EMERGENCY.** Staff Resource: Michael Showers Page 65
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))
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.

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.

19. 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 Bhasas on 1-12-2022 at 4:30 p.m. 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.



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: January 19, 2022

Consent Agenda *Decision Agenda* *Executive Session Requested*

Presentation Only *Action/Presentation* *Special Session*

Requesting Department: Finance

Staff Resource/Contact Person: Mike Showers

Agenda Title (be exact): Approval of The Town of Camp Verde Public Safety Personnel Retirement System Pension Funding Policy for FY22.

List Attached Documents: 1) The proposed Town of Camp Verde Public Safety Personnel Retirement System Pension Funding Policy for FY22

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviews Completed by:

Town Attorney Comments: N/A

Department Head:

Budgeted *Unbudgeted* *N/A*

Fiscal Impact: None. We are currently operating under these conditions

Comments: This document is required by the State and required “as is” except for specific items that apply only to our Town, ie funding amounts and percentages. There is no input needed from our attorney. This document needs to be approved and posted on our website.

Background Information: This document was previously approved on June 26, 2019 with then current amounts for assets, accrued liability, Unfunded liability, funded ratio and budgeted funding expenses.

Recommended Action (Motion): Approval The Town of Camp Verde Public Safety Personnel Retirement System Pension Funding Policy.

Instructions to the Clerk: Post on our website

Town of Camp Verde Public Safety Personnel Retirement System Pension Funding Policy

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the Town and to comply with new statutory requirements of Laws 2018, Chapter 112.

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

Intergenerational equity – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The Town's marshals employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to commingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund

has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The Town of Camp Verde has one trust fund for marshals employees.

Council formally accepts the assets, liabilities, and current funding ratio of the Town's PSPRS trust funds from the June 30, 2018 actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Camp Verde Police	\$4,325,063	\$7,474,104	\$3,149,041	58%

PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity. Most funds in PSPRS are significantly underfunded and falling well short of the goal of intergenerational equity.

The Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2036.

Council established this goal for the following reasons:

- The PSPRS trust funds represent only the Town of Camp Verde's liability
- The fluctuating cost of an UAAL causes strain on the Town's budget, affecting our ability to provide services
- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity

Council has taken the following actions to achieve this goal:

- Maintain ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated combined ARC for FY22 is \$378,000 and will be able to be paid from operating funds without diminishing Town services.

Based on these actions the Council plans to achieve its goal of 100% funding by June 30, 2036, in accordance with the amortization timeline set forth by the PSPRS June 30, 2020 Actuarial Valuation.

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Agenda Item Submission Form – Section I

Meeting Date: January 19, 2022

Consent Agenda *Decision Agenda* *Executive Session Requested*

Presentation Only *Action/Presentation*

Requesting Department: Finance **Staff Resource/Contact Person:** Mike Showers

Agenda Title (be exact): Approve Council's desire that Wastewater user fees be kept at the current rates of \$2.90 per UPC discharge fixture unit for Residential fees and \$4.51 per UPC discharge unit for Commercial fees from the period of January 1st, 2020 through the current fiscal year.

List Attached Documents: 1) FY22 Wastewater Fees approved 5/19/21 2) Resolution 2019-1032

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

Reviews and comments Completed by:

Town Manager: _____ **Department Head:** _____

Town Attorney Comments: N/A _____

Risk Management: _____

Finance Department
Fiscal Impact:
Budget Code: _____ **Amount Remaining:** _____
Comments: The rates of \$2.90 & \$4.51 have been used since approved on 1/1/19 and have not been increased since.

Background Information: On September 19th, 2018 Council approved rate increases for Wastewater user fees Starting in April of 2018 and continuing through January 1st, of 2022. However, on December 4th, 2019, Council approved Resolution 2019-1032 which did away with the approved future fees increases and keep user fees at the then current \$2.90 and \$4.51. However, subsequent approved Town Fees proposals still showed the originally anticipated fee increase taking place on 1/1/20. While this increase was never put in place, it does show on the approved Town Fee Schedules. This agenda item is simply to take away any doubt as to what the fees should be for the period including 1/1/20 through the current date and reinforce that user fees shall remain at \$2.90 for Residential and \$4.51 for Commercial. The FY22 Town fee schedule will be updated to reflect this approval.

Recommended Action (Motion): Move to approve Council's desire that Wastewater user fees be kept at the current rates of \$2.90 per UPC discharge fixture unit for Residential fees and \$4.51 per UPC discharge unit for Commercial fees from the period of January 1st, 2020 through the current fiscal year.

Instructions to the Clerk: N/A

Sewer Fees

Commercial Connection Fees	
Hotels, motels, resorts, lodges, hospitals, nursing homes & supervisory care facilities	\$350.00 per room
(Rooms equipped with kitchen facilities shall be treated as single-family residential units)	\$1,750.00 per room
Retail	\$.25 per square foot, \$1,750.00 minimum
Office	\$.50 per square foot, \$1,750.00 minimum
Restaurant, Bar	\$30.00 per seat
Warehouse, Manufacturing	\$.25 per square foot, \$1,750.00 minimum
Inspection Fees	
Single family residence	\$80.00
All other	\$100.00 per hour; 2 hour minimum
Monthly User Fees	
Single family residence, Apartments	As of 1/1/19: \$2.90 per UPC discharge fixture unit As of 1/1/20: \$3.00 per UPC discharge fixture unit
Commercial	As of 1/1/19 \$4.51 per UPC discharge fixture unit As of 1/1/20: \$4.69 per UPC discharge fixture unit
All other	As of 1/1/19 \$4.51 per UPC discharge fixture unit As of 1/1/20: \$4.69 per UPC discharge fixture unit
Other Fees	
Late Fee	\$5.00 or 1 1/2% of balance, whichever is greater
Account Transfer Fee	\$35.00
Availability Fee	\$50 per month
Return Check Fee	\$25.00
Reconnection Fee	\$1,750.00 plus actual costs incurred by Town
Annexation Fees	Actual cost incurred by Town
Plan Review Fees	Actual cost incurred by Town
Septage Fees	\$0.14 per gallon
Broken Hauler Station Card	Free if broken card returned, otherwise \$25.00
Lost Hauler Station Card	\$25.00
Septic Tank and Vault contents for users within the current District (This vault fee will only apply until the user is connected to the sewer system).	\$0.01 per gallon



RESOLUTION 2019-1032

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, SUSPENDING SCHEDULED FEE INCREASES FOR TOWN WASTEWATER SERVICES FOR FISCAL YEARS 2019-2020, 2020-21 & 2021-22

WHEREAS, the Town Council is authorized by sections of the Town Code to set fees for use of public facilities (Section 13-1-2), to be adopted by resolution, and

WHEREAS, back in 2018 it was necessary to adopt additional fees and a corresponding schedule of rate increases to complete necessary improvements to the wastewater system funded by a loan.

WHEREAS, the fee schedule adopted based on the 2018 Town of Camp Verde Wastewater Rate Study is no longer necessary to continue due to growth of connections and other miscellaneous revenue allowing for the suspension of scheduled fee increases passed in Resolution 2018-1001,

NOW THEREFORE THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE RESOLVE TO ADOPT THE FOLLOWING FEE SCHEDULES:

- 1. Wastewater Fees: Rates will remain as currently set on January 2019 and will no longer increase on January 1st of 2020, 2021 and 2022 as per the Study.
2. Residential Cap: A residential cap rate of \$75 shall begin January 1, 2020, meaning no monthly residential fee shall be in excess of \$75 regardless of the fixture rate formula after that date.
3. Temporary Disconnect Monthly Rate: A temporary disconnect monthly rate discount is set at 25% of the current monthly rate to a minimum of \$25. If current rate is below \$25 then no discount would apply and full fee would be due monthly.
4. Prior Resolutions and Fee Schedules: The corresponding Wastewater fees in any prior Town fee schedule established under the Town Code is hereby replaced with the above.

PASSED AND APPROVED by majority vote of the Common Council at the regular meeting of December 4, 2019:

PASSED AND ADOPTED:

Handwritten signature of Charles German, Mayor, with a line underneath. To the right of the line is the word 'Date'.

Attest: Handwritten signature of Virginia Jones, Town Deputy Clerk, with a line underneath. To the right of the line is the date '12-10-2019' and the word 'Date'.

Approved as to Form: Handwritten signature of W.J. Sims, Town Attorney, with a line underneath. To the right of the line is the word 'Date'.

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Agenda Item Submission Form – Section I

Meeting Date: 1/19/2022

X Consent Agenda Decision Agenda Executive Session Requested

Presentation Only Action/Presentation Pre-Session Agenda

Requesting Department: Administration/CVMO

Staff Resource/Contact Person: Brandy Cabrera

Agenda Title (be exact: Discussion, consideration and possible approval of PSPRS Attorney Engagement Letter “Agreement” attorney-client relationship between Ryan Rapp Underwood & Pacheco, PLS law firm and the Town of Camp Verde PSPRS Local Retirement Board.

List Attached Documents:

- PSPRS Attorney Engagement Letter-Final Copy With Attorney Review
- Ryan Rapp Underwood & Pacheco, PLS Resumes

Estimated Presentation Time: 5

Estimated Discussion Time: 5

Reviews Completed by: Brandy Cabrera, Russ Martin, Bill Simms, Michael Showers

X Town Attorney Comments: Made changes to agreement making the indemnity mutual

X Finance Department

Fiscal Impact: \$275 per hour Budget Code: CVMO Legal Fees Amount Remaining: \$13,500

Comments: Budget remaining is for both Legal Services and IME (Independent Medical Examiners) costs.

Background Information:

- The Town of Camp Verde PSPRS Local Retirement Board requirements have changed and the previous contract with Edwards and Amato ended 12/31/2021 due to changes within the Public Service Retirement System New Requirements beginning 1/1/2022.
 - o Each Board is required to have legal counsel, however, Edwards and Amato is prohibited from serving in this capacity as on 1/1/2022. 38-847.n and 38-847.02.E both prohibit the Board's legal counsel from having other contracts with the employer.
 - o 38-847.N prohibit, "EACH LOCAL BOARD SHALL HIRE AN INDEPENDENT LEGAL COUNSEL WHO IS NOT AN EMPLOYEE OF OR CONTRACTED WITH THE EMPLOYER OR ANY EMPLOYEE ORGANIZATION OR MEMBER"

Recommended Action (Motion): Approve the PSPRS Attorney Engagement Letter “Agreement” attorney-client relationship between Ryan Rapp Underwood & Pacheco, PLS law firm and the Town of Camp Verde PSPRS Local Retirement Board.

Instructions to the Clerk: N/A

CYNTHIA KELLEY
3200 North Central Avenue, Ste. 2250
Phoenix, Arizona 85012
ckelley@rrulaw.com • 602.280-1000

PROFESSIONAL EXPERIENCE

RYAN, RAPP & UNDERWOOD, P.L.C., PHOENIX, ARIZONA, AUGUST 2008 - PRESENT

PARTNER: ADMINISTRATIVE LAW AND FAMILY LAW

Represents various Local Public Safety Personnel Retirement System Local Boards throughout Arizona. Monitor compliance with open meeting law for those meetings attended. Upon referral of a lawsuit or other legal matter by the Board, provide any necessary legal representation to the Board and any of its officers, employees, or agents as directed by the Board. Perform all necessary legal services, including but not limited to investigation, legal research, preparation of legal memoranda, pleadings and briefs and making appearances before administrative tribunals and courts, in representing the Board.

Assists clients in developing premarital agreements, resolving dissolution issues, legal separations and annulments, and representation in disputes involving spousal support, custody and child support, parenting time and post-dissolution enforcement issues.

ARIZONA STATE UNIVERSITY, 2007- 2008

Executive Director of External Affairs & Alumni Relations

Worked directly with the Dean of the Sandra Day O'Connor College of Law, faculty, Director of Development and high-profile community leaders in formulating a fundraising strategy for the College. Identified new potential donors and develop long-term relationships between the College and its students and alumni, while serving as liaison between the College and the SDOCOL Alumni Association. Gave direction to staff regarding compliance of departmental policy and procedure for charitable giving. Assisted the Dean and comptroller with development of budget representing Alumni interests. Participate in the creation and implementation of the Annual plan. Worked with the Dean and Communications personnel for marketing, branding and communication strategy for the College of Law. Organize and implement the following events: Alumni Reunions, Law Society Dinners, Class Leader's Luncheons and Dean's Forums.

MARICOPA COUNTY ATTORNEY, Phoenix, Arizona, 2004- 2007

Deputy County Attorney

Prosecute felony and misdemeanor cases for busy office. Negotiate plea agreements with defendants and their attorneys. Conduct felony jury and bench trials. Manage a large case load of up to 80 cases at a time. Represent County in preliminary, evidentiary, and probation-violation hearings. Draft pleadings, plea agreements, motions, correspondence, and memoranda. Conduct legal research on a wide variety of substantive and procedural issues. Submit sentencing recommendations and case dispositions. Present cases to the Grand Jury.

- Promoted to major crimes, Drug Enforcement Bureau after 10 months in trial group.
- Conducted twelve jury and bench trials.

RYAN, RAPP & UNDERWOOD, PLC, Phoenix, Arizona, 2003-2004

Associate Attorney

Practiced transactional law for full-service boutique law firm. Drafted complex Qualified Domestic Relations Orders for division of pension plans and retirement accounts during divorce proceedings. Developed mastery of applicable tax, benefits, and estate law.

BRIAN E. KELLEY, PA, Phoenix, Arizona, 1992-2003

Administrative Manager

Managed all operational and logistics functions for family law practitioner. Administered payroll, taxes, and employee benefits, including health insurance. Oversaw personnel matters. Researched and identified best-fit office space, software and hardware, equipment, and supplies. Negotiated favorable contracts with vendors. Maintained current awareness of applicable tax and employment law. Managed accounts payable and receivable and supervised outsourced accounting functions.

- Managed all aspects of start-up for business, including office set-up, initial hiring, systems development, software selection, and policy development.

EDUCATION AND CREDENTIALS

Juris Doctor (1988)

ARIZONA STATE UNIVERSITY – Tempe, Arizona
Moot Court Brief Selected for Publication
ASU Criminal Practice Clinic
Law Intern City of Phoenix Prosecutor's Office

Bachelor of Science, Accounting (1988)

ARIZONA STATE UNIVERSITY – Tempe, Arizona

Licensure

Licensed to Practice Law in Arizona since 1988

Conferences

National Alliance for Drug Endangered Children, 2006
APPAC Summer Conference, 2006
Advanced Trial Advocacy II, 2005

BAR AND CIVIC ACTIVITIES

ARIZONA STATE BAR ASSOCIATION, Member, 1988-Present
MARICOPA COUNTY BAR ASSOCIATION, Member, 2004-Present
ARIZONA WOMEN LAWYER ASSOCIATION, 2007-Present
ARIZONA WOMEN LAWYERS HONORING JUSTICE O'CONNOR, 2007-Present

XAVIER COLLEGE PREPARATORY, Chairman, Mother's Guild, 2002-2005
ARIZONA BEHAVIORAL HEALTH EXAMINERS BOARD, Member, 2002-2004
BROPHY COLLEGE PREPARATORY, Chairman, Mother's Guild Varsity Shop, 2002-2004
ARIZONA HEART BALL COMMITTEE, Committee Chair, 1999-2001

LESLI M. H. SORENSEN, ESQ.

37 East Woodward Drive • Phoenix, Arizona 85004 • (602) 315-4789 • lsorensen@rrulaw.com

EMPLOYMENT

RYAN RAPP UNDERWOOD & PACHECO, PLC

PHOENIX, ARIZONA

Partner

August 2017-present

- Provide legal services for clients in areas relating to public retirement and pensions, open meeting laws, public records, civil law, government operations, tax law, criminal law, planning and zoning, business law, campaigns elections, and ethics. Clients include fire districts, government entities, corporations, and individuals.

SOERSEN LAW, PLLC

PHOENIX, ARIZONA

Owner

October 2010- August 2017

- Provided diversified legal services in multiple practice areas including pension, wills, trusts, insurance, civil litigation, tax law, and business law.
- Supplied Amicus brief writing and editing services.

ARIZONA HOUSE OF REPRESENTATIVES

PHOENIX, ARIZONA

Deputy Chief of Staff and Supervising Attorney

November 2014-January 2017

In addition to the duties of Majority Policy Advisor and Staff Attorney:

- Assisted with the management of the House of Representatives, which included supervision of managers and personnel, building facilities, and budget, creating the weekly schedule, and strategic planning.
- Assisted House Leadership with negotiating the \$9 billion State budget.
- Supervised the General Counsel, other attorneys, and legal staff.
- Reviewed and approved publication of final work product by policy and research staff.

Majority Policy Advisor and Staff Attorney

October 2013-November 2014

- Advised the Republican caucus on legislative policy, including public retirement, insurance, public safety, military and veterans, regulatory affairs, and government.
- Assisted with drafting bills, amendments, summaries, press releases, and speeches.
- Managed extensive stakeholder negotiation processes by bringing together diverse views and finding areas of consensus.
- Assisted the General Counsel with oral arguments, legal briefs and strategy, and legal analysis of pending legislation.

ARIZONA STATE RETIREMENT SYSTEM

PHOENIX, ARIZONA

Government Relations Officer, External Affairs Division

October 2006-October 2013

- Represented the Arizona State Retirement System (ASRS), which manages a \$38 billion public pension fund, at the Arizona Legislature to forward the directives of the Board.
- Testified at Legislative Committee hearings and stakeholder meetings to educate and facilitate the agency's strategic vision.
- Built consensus and support for legislative changes among external groups.
- Assisted the Assistant Attorney General with legal interpretations and gauge impact of proposed Legislation on the ASRS.
- Coordinated with outside tax counsel to ensure the continued tax qualification of a supplemental defined contribution plan, and prepared plan statement amendments as needed.

THE CINEMAT, VIDEO STORE AND SCREENING ROOM

BLOOMINGTON, INDIANA

Consultant

April 2004-Feb 2009

- Negotiated contracts, managed finances including bookkeeping and payroll, suggested efficiency improvements, created and implemented marketing plans, and worked with film distribution companies to secure screening rights.
- Managed a full business-model conversion from a coffee house to a movie screening room and live music venue with an alcohol license.

EDUCATION

INDIANA UNIVERSITY MAURER SCHOOL OF LAW

BLOOMINGTON, INDIANA

Doctor of Jurisprudence

May 2006

- Highest Grade in Intellectual Property Practicum.
- Notable courses: Negotiations, Pensions & Employee Benefits, Legislation, Tax Procedure, Law & Architecture, Copyright Law, Information Technology Law, and Entertainment Law.

ARIZONA STATE UNIVERSITY

TEMPE, ARIZONA

Bachelor of Music, Music Theory and Composition with Theory Emphasis

December 2001

- Played Oboe and English Horn for the School of Music's Lyric Opera Theatre.
- Notable courses outside the School of Music: Organic Chemistry, Biology, and Humanities.

BAR ADMISSIONS

- State of New York *August 2007*
- State of Arizona *February 2008*
- Supreme Court of the United States *March 2015*

REFERENCES

Available upon request.

Résumé

DAVID L. NIEDERDEPPE

Business Address: Ryan Rapp & Underwood, PLC
3200 N. Central Avenue, Suite 2250
Phoenix, Arizona 85012
(602) 280-1000

Education: Legal: University of Nebraska College of Law
Lincoln, Nebraska
Recipient of Juris Doctor Degree

 Undergraduate: Midland Lutheran College
Fremont, Nebraska

 University of Nebraska
Lincoln, Nebraska
Recipient of Bachelor of Science Degree
in Mechanical Engineering

Experience: 2006 – Present Ryan Rapp & Underwood, PLC
Phoenix, Arizona
Consultation and representation of clients
in employee benefit matters

 1989 – 2006 Law Office of David L. Niederdeppe/
David L. Niederdeppe, Ltd.
Phoenix, Arizona and Prescott, Arizona
Consultation and representation of clients
in employee benefit matters.

 1976 – 1989 Ward & Keenan, Ltd.
Phoenix, Arizona
Consultation and representation of variety of
clients in employment and employee
benefit matters.

 1975 – 1976 Law Clerk to Hon. Harry A. Spencer, Judge,
Nebraska Supreme Court
Research and preparation of memoranda
concerning issues before the Court.

Current Responsibilities:

Fund Counsel to a number of private sector Health and Welfare, Pension and Annuity Funds in Arizona and elsewhere; Local Board Counsel to a number of Police and Fire Pension Boards under the Arizona Public Safety Personnel Retirement System;

Bar Admissions: Admitted to practice in the State of Nebraska and the U.S. District Court for the District of Nebraska in June, 1975.

Admitted to practice in the State of Arizona and the U.S. District Court for the District of Arizona in October, 1976.

Admitted to practice in the Ninth Circuit Court of Appeals.

Memberships:

State Bar of Arizona
Nebraska State Bar Association (Inactive)
American Bar Association
American Judicature Society

Client and Professional References Available upon Request

PSPRS ATTORNEY ENGAGEMENT LETTER

This engagement letter (hereinafter "Agreement") will serve to confirm the Agreement to and establishment of an attorney-client relationship between **RYAN RAPP UNDERWOOD & PACHECO, PLC** law firm (the "Firm") and the **Town of Camp Verde PSPRS Local Retirement Board** and define and limit the professional relationship between the parties to provide legal consultation, research and verbal advice on matters before the PSPRS Local Retirement Board. This Agreement will also define the financial terms between the parties.

Parties. The parties to this Agreement for the engagement of legal services are the Town of Camp Verde PSPRS Local Retirement Board and the Firm. No other person or entity shall be entitled to claim an attorney-client relationship or benefit from services rendered under this Agreement.

Inception of and Term of Legal Services. The Firm's services will begin as of January 1, 2022, irrespective of the date this Agreement is executed by both parties until termination as set forth in this agreement.

Scope of Representation. The Firm shall provide legal consultation, research and advice on matters before the Town of Camp Verde PSPRS Local Retirement Board. The Firm shall not provide representation in any civil litigation or criminal defense of the Town of Camp Verde or of its employees, officers, or agents.

Legal Fees. This Agreement is an hourly fee agreement and is based upon an hourly rate for services performed as outlined in the fees attached.

Billing Invoice. The Firm shall invoice the Town of Camp Verde no more often than monthly and the invoice shall be paid within thirty (30) days of receipt.

Termination. The Town of Camp Verde may terminate this agreement in its sole discretion, at any time. Such termination shall be in writing; electronic mail will be accepted.

Legal Malpractice Insurance. As of the date of this Agreement, the Firm has errors and omissions (legal malpractice) insurance applicable to the services to be rendered pursuant to this Agreement and has provided such to the Town of Camp Verde.

Hold Harmless. Each party hereby agrees to hold harmless and defend the other against those claims that result in civil litigation against the other party, that result from the negligent act or acts of the indemnifying party arising from this Agreement.

Independent Contractor Relationship. The relationship between the Firm and Town of Camp Verde is that of an independent contractor and nothing contained in this Agreement shall be construed as establishing an employer/employee relationship, partnership or joint venture, between the parties,

or cause the Town of Camp Verde to be responsible in any way for the debts or obligations of the Firm.

This Agreement is subject to modification only in writing and signed by both parties. This Agreement embodies the entire agreement of the parties. No other promises, terms, conditions or obligations other than those contained herein shall apply, and this agreement shall supersede all other communications, representations, or other agreements, either oral or written, between the Town of Camp Verde and the Firm. This Agreement may be executed in counterpart.

Signed and dated this ___ day of _____ by:

Town Manager

Signed and dated this ___ day of _____ by:

[Page intentionally left blank]

Agenda Item 6



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: January 19, 2022

- Consent Agenda Decision Agenda Executive Session Requested
- Presentation Only Action/Presentation Special Session

Requesting Department: Marshal's Office / Kiwanis Club

Staff Resource/Contact Person: Marshal Corey Rowley / William Pangburn

Agenda Title (be exact): 2021 Law Enforcement Service Awards

List Attached Documents:

Estimated Presentation Time: 20 minutes

Estimated Discussion Time: 10 minutes

Reviews and comments Completed by:

- Town Manager: _____
- Department Head: Corey Rowley
- Town Attorney Comments: _____
- Risk Management: _____
- Finance Department
Fiscal Impact:
Budget Code: Presented by Mike Showers _____ Amount Remaining: _____

Background Information: Camp Verde Marshal's office and Kiwanis Club will be presenting the 2021 Law Enforcement Service Awards to members of the Camp Verde Marshals Office.

1. There are 4 Nominee's from CVMO who will be present to receive a plague and nominations award from the Kiwanis Club. One of these nominee's will be awarded the 2021 Kiwanis Law Enforcement Service award. Nominee's present for this award will be:
 - a. Darby Martin
 - b. Andrea Ramirez
 - c. Justin Reay
 - d. Roscoe Owsley
2. There are multiple recipients from CVMO who will be presented with NARCAN SAVE awards (6), LIFE SAVING awards (6), Civilian employee of the year award (1) Law Enforcement Officer of the Year award (1)

Recommended Action (Motion): None



Agenda Item Submission Form – Section I

Meeting Date: January 19, 2022

Consent Agenda Decision Agenda Executive Session Requested

Presentation Only Action/Presentation

Requesting Department: Town Clerk

Staff Resource/Contact Person: Town Clerk Cindy Pemberton

Agenda Title (be exact): Public Hearing followed by Discussion, Consideration and Possible recommendation of Approval of Liquor License Application INP130016501 for Michael Joseph Basha-Bashas#49 located at 650 Finnie Flat Road-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.

Estimated Presentation Time: 5

Estimated Discussion Time: 10

Reviews Completed by:

Department Head: _____ Town Attorney Comments:

Finance Department N/A
Fiscal Impact: None
Budget Code: _____ Amount Remaining: _____
Comments:

Background Information: The Clerk’s Office received the application from the Department of Liquor License and Control on December 28, 2021 and, as required by law, The Clerk’s Office posted the application at 650 Finnie Flat Road for the required 20 days.

Recommended Action (Motion):

Move to recommend approval of Liquor License Application INP130016501 for Michael Joseph Basha-Bashas#49 located at 650 Finnie Flat Road-Camp Verde, AZ 86322

Instructions to the Clerk: Process Application

**State of Arizona
Department of Liquor Licenses and Control**

Created 12/14/2021 @ 02:29:37 PM

Local Governing Body Report

LICENSE

Number: INP130016501 Type: INP INTERIM PERMIT
Name: BASHAS' #49
State: Active
Issue Date: 12/14/2021 Expiration Date: 03/29/2022
Original Issue Date: 12/14/2021
Location: 650 W FINNEY FLAT ROAD
 CAMP VERDE, AZ 86322
 USA

Mailing Address:
Phone: (480)940-6722
Alt. Phone: (928)567-4585
Email: MBASHA@BASHAS.COM

AGENT

Name: MICHAEL JOSEPH BASHA
Gender: Male
Correspondence Address: PO BOX 488
 CHANDLER, AZ 85224
 USA

Phone: (480)940-6722
Alt. Phone:
Email: MBASHA@BASHAS.COM

OWNER

Name: RALEY'S ARIZONA LLC
Contact Name: MICHAEL JOSEPH BASHAA
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23250789 State of Incorporation: AZ
Incorporation Date: 07/22/2021
Correspondence Address: PO BOX 488
 CHANDLER, AZ 85224
 USA

Phone: (480)940-6722
Alt. Phone:
Email: MBASHA@BASHAS.COM

Officers / Stockholders

Name:	Title:	% Interest:
RALEY'S HOLDING COMPANY	MEMBER	100.00

KENNETH CARROL MUELLER
HELEN SOFIA SINGMASTER
KEITH EDWARD KNOPF

CFO
Secretary
PRESIDENT, CEO

RALEY'S ARIZONA LLC - Secretary
RALEY'S HOLDING COMPANY - Secretary

Name: HELEN SOFIA SINGMASTER
Gender: Female
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (916)373-6394
Alt. Phone:
Email: HSINGMAS@RALEYS.COM

RALEY'S ARIZONA LLC - PRESIDENT, CEO
RALEY'S HOLDING COMPANY - PRSEIDENT,
CEO

Name: KEITH EDWARD KNOPF
Gender: Male
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (262)951-6862
Alt. Phone:
Email: KKNOPF@RALEYS.COM

RALEY'S ARIZONA LLC - CFO
RALEY'S HOLDING COMPANY - CFO

Name: KENNETH CARROL MUELLER
Gender: Male
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (916)479-3924
Alt. Phone:
Email: KMUELLER@RALEYS.COM

RALEY'S ARIZONA LLC - MEMBER

Name: RALEY'S HOLDING COMPANY
Contact Name: MICHAEL JOSEPH BASHA
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (480)940-6722
Alt. Phone:
Email: MBASHA@BASHAS.COM

RALEY'S HOLDING COMPANY -

Name: MICHAEL J. TEEL SEPERATE PROPERTY TRUST
Contact Name: MICHAEL JOSEPH BASHA
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 488
CHANDLER, AZ 85244
USA
Phone: (480)940-6722
Alt. Phone:
Email: MBASHA@BASHAS.COM

**MICHAEL J. TEEL SEPERATE PROPERTY TRUST
- TRUSTEE**

Name: MICHAEL JAMES TEEL
Gender: Male
Correspondence Address: PO BOX 488
CHANDLER, AZ 85244
USA
Phone: (916)373-3333
Alt. Phone:
Email: MTEEL@RALEYS.COM

MANAGERS

Name: JENNIFER KALEST THEEL WARNER
Gender: Female
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (503)477-3307
Alt. Phone:
Email: JWARNER3@RALEY.S.COM

Name: KENNETH CARROL MUELLER
Gender: Male
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (916)479-3924
Alt. Phone:
Email: KMUELLER@RALEYS.COM

Name: KEITH EDWARD KNOPF
Gender: Male
Correspondence Address: PO BOX 488
CHANDLER, AZ 85224
USA
Phone: (262)951-6862
Alt. Phone:
Email: KKNOPF@RALEYS.COM

APPLICATION INFORMATION

Application Number: 169194
Application Type: New Application
Created Date: 11/15/2021

QUESTIONS & ANSWERS

INP Interim Permit

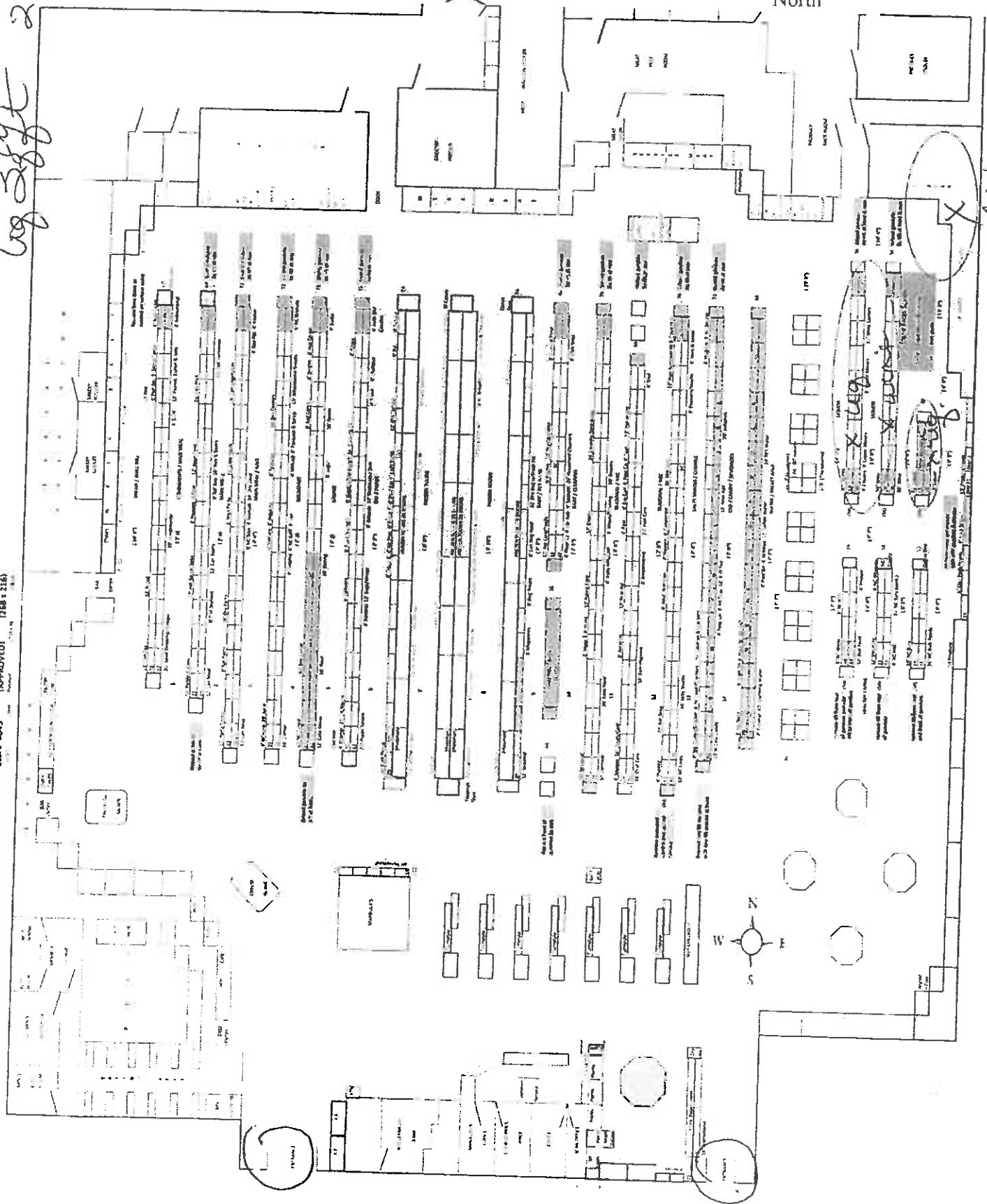
- 1) Enter License Number currently at location
- 2) Is the license currently in use?
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?

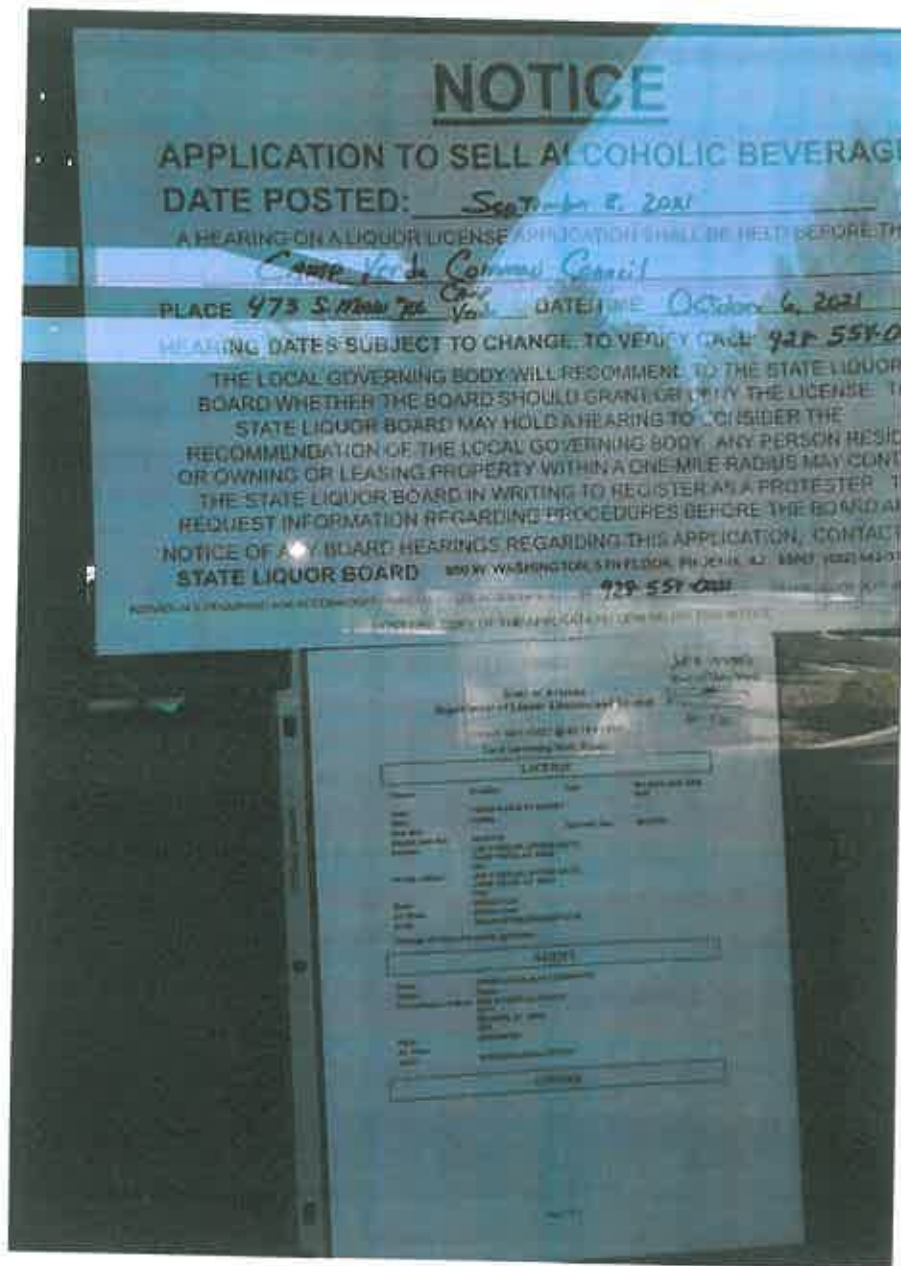
Total Sqft 51,470
 Log Sqft 2100

Xerox

cold beer

Store #049 (APPROVED) 1268 x 216





POSTED 12-28-2021

Agenda Item 8 and 9



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: January 19, 2022

- Consent Agenda Decision Agenda Executive Session Requested
- Presentation Only Action/Presentation

Requesting Department: Clerk’s Office

Staff Resource/Contact Person: Cindy Pemberton

Agenda Title (be exact): Discussion, Consideration and Possible Appointment of three (3) members to serve on the Planning & Zoning Commission for terms that expire January 2025. The names of persons nominated pursuant to Agenda Item #7 will be randomly drawn in a lottery and voted upon by roll call vote of the Council following the selection of each name. The selection will terminate once the three positions are filled but may require 5 sequential votes until the three positions are filled. Staff Resource: Cindy Pemberton

List Attached Documents: Letters of Interest from Robert Foreman, Amanda Barger, Michael Hough and Jerry Mason

Estimated Presentation Time: N/A

Estimated Discussion Time: 5 Minutes

Reviews Completed by:

- Department Head: Cindy Pemberton Town Attorney Comments: N/A
- Finance Department N/A

Fiscal Impact:

Budget Code: _____ **Amount Remaining:** _____

Comments:

Background Information: Planning & Zoning Commission has three (3) terms that have expired in January. Appointment will be for 3-year terms as provided in Town Code.

Town Code, Section 4-1 states: Prior to the expiration of terms for board and commission members, the Town Clerk shall call for letters of interest from the general public. Such letters shall be filed with the Town Clerk in accordance with the time lines and other related procedures established by the Council. Membership requirements for appointees are subject to the requirements established in the appropriate resolution or ordinance that created the board or commission. The Council may establish any other requirements at the time such appointments are sought for the purpose of aiding the Council in completing the selection process. Any member of a board or commission appointed by the Council shall reside within the corporate limits of the Town. However, Council may waive the residency requirement with good cause, except for appointments to the Planning and Zoning Commission, Board of Appeals and Board of Adjustments.

Terms of Members. (2000-A164) (2003-A260)

All members are appointed to boards and commissions to three (3) year terms that begin on January 1 of the year such appointment is made. Members may be re-appointed to additional terms. Such terms are to be staggered so that the terms of no more than three members shall expire in any given year.

Recommended Action (Motion): Move to appoint (insert the names you would like appointed) to the Planning & Zoning Commission for a term that expires 2024.

Instructions to the Clerk: N/A – Oath of Office if necessary.



Camp Verde, Arizona

LETTER OF INTEREST

Name: AMANDA BARGER Date: OCTOBER 20, 2021

Home Address: 3001 S. ASPEN WAY CAMP VERDE, AZ 86322

Mailing Address, if different:

Email Address: 1cablegirl@gmail.com

Home Telephone: 928-358-9912

Work Telephone:

Are you a resident of the Town of Camp Verde? Yes No

Do you own commercial property in the Town of Camp Verde Yes No

Length of residency in the Town of Camp Verde: 2 1/2 yrs

Do you operate a business in Camp Verde? Yes No

Name and address of business (if applicable): Real Estate agent FOR BETTER HOMES & Gardens Real Estate BloomTree Realty

If you are not in business in The Town of Camp Verde, please list your occupation; or if retired, please indicate your former occupation or profession:

Are you now serving, or have you ever served, on a Town of Camp Verde board or commission? Yes No If yes, please list names of board/commission and dates served:

Board & Commission preference (s): Refer to the last page for a list of Boards & Commissions. List your choices in order of preference:

1. Planning & Zoning
2. Board of adjustments & Appeals
- 3.

Education and Community Service

Schools Attended:	Degree:	Year:	Office Held:	Year Begun:	Year Ended:
ARIZONA STATE UNIV.	Nursing BSN	2014			
YAVAPAI College	Nursing ADN	2011			
Civic Activities-Service Organizations					

Please state why you would like to be appointed to a Town Board, Commission, or Committee: I am dedicated to investing myself in my chosen community.

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

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

- (a) To account and be responsible for the wants and needs of the community
- (b) To become an anchor to work collaboratively with the community working for improvement
- (c) To balance the community voice and governing oversight.

Please state the reasons why you feel you are qualified to serve on a Board, Commission or Committee: I have served in the USAF in communications
I worked for 13 years in the cable industry.
AND I have 15 years experience in real estate
of have been a registered nurse for 10 years -
I have experience adhering to regulations,
supervision of people and working with
people and local, state and Federal agencies
to benefit both.

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

Please notify the Clerk's Office at (928) 554-0021 if you move or no longer wish to be considered for appointment.

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

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

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

Applicant's Signature: Amanda Barger Date: 11/1/21

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

OVERVIEW OF THE TOWN OF CAMP VERDE BOARDS AND COMMISSIONS

Planning & Zoning Commission		
Duties: Analyzes reviews and makes recommendations to Council regarding land use and development-related issues.		
Residency Requirement: 2003-A261 must reside within the corporate limits of the Town		
Membership: Seven members	Term: Three Years	Meetings: First and Second Thursday at 6:30 p.m.
Board of Adjustments & Appeals		
Duties: Hears and decides appeals made by individuals regarding construction codes and decisions made by the Town Building Official. Hears and decides appeals or decisions made by the Zoning Administrator.		
Residency Requirement: 2003-A261 must reside within the corporate limits of the Town		
Membership: Seven members	Term: Three Years	Meetings: Third Tuesday at 3:00 p.m. as needed.



Camp Verde, Arizona

LETTER OF INTEREST

Name: <u>ROBERT FOREMAN</u>		Date: <u>12-2-2021</u>	
Home Address: <u>123 W. HEAD ST.</u>			
Mailing Address, if different: <u>P.O. Box 171</u>			
Email Address: <u>CALVIN'S REAL ESTATE @ YAHOO.COM</u>			
Home Telephone: <u>928-300-8108</u>		Work Telephone: <u>SAME</u>	
Are you a resident of the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Do you own commercial property in the Town of Camp Verde <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Length of residency in the Town of Camp Verde: <u>30 YEARS</u>		Do you operate a business in Camp Verde? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Name and address of business (if applicable):			
If you are not in business in The Town of Camp Verde, please list your occupation; or if retired, please indicate your former occupation or profession:			
Are you now serving, or have you ever served, on a Town of Camp Verde board or commission? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list names of board/commission and dates served: <u>PLANNING + ZONING 2002 -> 2006 + NOW BOARD OF APPEALS 1999-2001</u>			
Board & Commission preference (s): Refer to the last page for a list of Boards & Commissions. List your choices in order of preference:			
1. <u>PLANNING + ZONING</u>		3.	
2.		4.	
Education and Community Service			
Schools Attended:		Degree:	Year:
Civic Activities-Service Organizations		Office Held:	Year Begun: Year Ended:
<u>Kiwanis</u> <u>Notary</u>			
Please state why you would like to be appointed to a Town Board, Commission, or Committee: <u>KNOW THE COMMUNITY, UNDERSTAND THE ISSUES</u>			
Have you ever been charged and convicted of a crime? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes please explain.			
What do you believe is the key responsibility of Board, Commission or Committee member to: (a) The Town Council, (b) The citizens of Camp Verde (c) other Board, Commission or Committee members?			
(a) <u>MAKE DECISIONS THAT ARE BEST FOR THE PEOPLE</u>			
(b) <u>LOOK OUT FOR THE INTEREST OF THE TOWN AREAS</u>			
(c) <u> </u>			
BY: _____			

DEC 02 2021

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

BETTER INVOLVED IN THE COMMUNITY FOR YEARS
FAMILIAR WITH THE VISION FOR THE TOWN

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

Please notify the Clerk's Office at (928) 554-0021 if you move or no longer wish to be considered for appointment.

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

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

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

Applicant's Signature: Robert A. Owen Date: 12-2-2021

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



Camp Verde, Arizona

LETTER OF INTEREST

Name: <u>MICHAEL HOUGH</u>		Date: <u>12-13-2021</u>	
Home Address: <u>158 SILVER BUGLE DRIVE BOX 1858</u>			
Mailing Address, if different:			
Email Address: <u>m.d.hough66@CenturyLink.net</u>			
Home Telephone: <u>928-301-6575</u>		Work Telephone:	
Are you a resident of the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Do you own commercial property in the Town of Camp Verde <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Length of residency in the Town of Camp Verde: <u>67 Years</u>		Do you operate a business in Camp Verde? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Name and address of business (if applicable):			
If you are not in business in The Town of Camp Verde, please list your occupation; or if retired, please indicate your former occupation or profession: <u>Retired Business Owner</u>			
Are you now serving, or have you ever served, on a Town of Camp Verde board or commission? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list names of board/commission and dates served: <u>Chairman Planning & Zoning</u>			
Board & Commission preference (s): Refer to the last page for a list of Boards & Commissions. List your choices in order of preference:			
1. <u>P&Z</u>		3.	
2.		4.	

Education and Community Service			
Schools Attended:	Degree:	Year:	
<u>CUITS</u>	<u>HS</u>		
<u>NAU</u>	<u>BS</u>		
Civic Activities-Service Organizations	Office Held:	Year Begun:	Year Ended:

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

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

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

(a)

(b)

(c)

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

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

Please notify the Clerk's Office at (928) 554-0021 if you move or no longer wish to be considered for appointment.

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

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

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

Applicant's Signature:  Date: 12-13-2021

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



Camp Verde, Arizona

Name: Jerry Mason		Date: 12/22/2021	
Home Address: 1471 N Roundup Rd/ Camp Verde, AZ 86322			
Mailing Address, if different: PO Box 4132/ Camp Verde, AZ 86322			
Email Address: jmgeoprof@gmail.com			
Home Telephone: 619-944-8261		Work Telephone:	
Are you a resident of the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Do you own commercial property in the Town of Camp Verde <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Length of residency in the Town of Camp Verde: 2 years		Do you operate a business in Camp Verde? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Name and address of business (if applicable): <div style="border: 1px solid black; height: 20px; width: 100%;"></div>			
If you are not in business in The Town of Camp Verde, please list your occupation; or if retired, please indicate your former occupation or profession: Business owner; Mason's Auto Clinic (Imperial Beach, CA). Geography Professor (San Diego)			
Are you now serving, or have you ever served, on a Town of Camp Verde board or commission? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list names of board/commission and dates served: Planning and Zoning Commission			
Board & Commission preference (s): Refer to the last page for a list of Boards & Commissions. List your choices in order of preference:			
1. Planning and Zoning Commission		3.	
2.		4.	
Education and Community Service			
Schools Attended:		Degree:	Year:
San Diego State University		BA	1969
University of California, Davis		MA	1971
Civic Activities-Service Organizations		Office Held:	Year Begun: Year Ended:
Camp Verde Adult Reading Program		board member	2019 continued
Please state why you would like to be appointed to a Town Board, Commission, or Committee: I have experience in Planning; thought it'd be a good thing			
What do you believe is the key responsibility of Board, Commission or Committee member to: (a) The Town Council, (b) The citizens of Camp Verde (c) other Board, Commission or Committee members?			
(a)			
(b)			
(c) Prepare a perspective for Town Council			

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

Was a City Planner 1971 to 1976. I've following the discipline for many years.

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

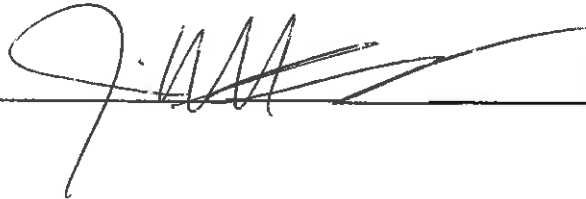
Please notify the Clerk's Office at (928) 567-6631, extension 100 if you move or no longer wish to be considered for appointment.

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

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

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

Applicant's Signature: _____



Date: 12/22/2021

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



Agenda Item Submission Form – Section I

Meeting Date: January 19, 2022

- Consent Agenda Decision Agenda Executive Session Requested
- Presentation Only Action/Presentation

Requesting Department: Clerk’s Office

Staff Resource/Contact Person: Cindy Pemberton

Agenda Title (be exact): Discussion, consideration and possible appointment of one (1) member to the Board of Adjustment for 3-year terms that will expire January 2025.

List Attached Documents: Letters of Interest from Alan (Buck) Buchanan

Estimated Presentation Time: N/A

Estimated Discussion Time: 5 Minutes

Reviews Completed by:

- Department Head: Cindy Pemberton Town Attorney Comments: N/A
- Finance Department N/A

Fiscal Impact:
 Budget Code: _____ Amount Remaining: _____
 Comments:

Background Information: Board of Adjustments has two (1) vacancies that have expired in January. Appointment will be for a 3-year terms as provided in Town Code. .

Town Code, Section 4-1 states: Prior to the expiration of terms for board and commission members, the Town Clerk shall call for letters of interest from the general public. Such letters shall be filed with the Town Clerk in accordance with the time lines and other related procedures established by the Council. Membership requirements for appointees are subject to the requirements established in the appropriate resolution or ordinance that created the board or commission. The Council may establish any other requirements at the time such appointments are sought for the purpose of aiding the Council in completing the selection process. Any member of a board or commission appointed by the Council shall reside within the corporate limits of the Town. However, Council may waive the residency requirement with good cause, except for appointments to the Planning and Zoning Commission, Board of Appeals and Board of Adjustments.
Terms of Members. (2000-A164) (2003-A260)

All members are appointed to boards and commissions to three (3) year terms that begin on January 1 of the year such appointment is made. Members may be re-appointed to additional terms. Such terms are to be staggered so that the terms of no more than three members shall expire in any given year.

Recommended Action (Motion): Move to appoint (insert the names you would like appointed) to the Board of Adjustments for a term that expires 2025.

Instructions to the Clerk: N/A – Oath of Office if necessary.



Camp Verde, Arizona

LETTER OF INTEREST

Name: ALAN BULHANAN		Date: 12-14-21	
Home Address: 3470-S. HALLIENDA LN. CAMP VERDE, AZ. 86322			
Mailing Address, if different:			
Email Address: SALMONSPIRIT1933@G.MALE.COM			
Home Telephone: SAME		Work Telephone: 928 831-0834	
Are you a resident of the Town of Camp Verde? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Do you own commercial property in the Town of Camp Verde <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Length of residency in the Town of Camp Verde:		Do you operate a business in Camp Verde? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Name and address of business (if applicable):			
If you are not in business in The Town of Camp Verde, please list your occupation; or if retired, please indicate your former occupation or profession: RETIRED. BUILDING INSPECTOR			
Are you now serving, or have you ever served, on a Town of Camp Verde board or commission? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list names of board/commission and dates served: TOWN COUNCIL / BOARD OF APPEALS / PLANNING & ZONE / DESIGN REVIEW Bd.			
Board & Commission preference (s): Refer to the last page for a list of Boards & Commissions. List your choices in order of preference:			
1. BOA		3.	
2.		4.	

Education and Community Service

Schools Attended:	Degree:	Year:
Moline, Ill. High School		1965
Southern Ill. University		1968-1971
Civic Activities-Service Organizations	Office Held:	Year Begun: Year Ended:

Please state why you would like to be appointed to a Town Board, Commission, or Committee: **TO USE SOME OF MY KNOWLEDGE IN SMALL TOWN GOV.**

Have you ever been charged and convicted of a crime? Yes No

If yes please explain.

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

(a) **FOLLOW THE TOWN CODE**

(b) **REPRESENT ALL CITIZENS**

(c) **SHOW RESPECT TO ALL**

Please state the reasons why you feel you are qualified to serve on a Board, Commission or Committee: SEVERAL YEARS OF SERVICE ON COMMITTEE,

BOARDS & COMMISSIONS INCLUDING TWICE ON

CV TOWN COUNCIL

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

Please notify the Clerk's Office at (928) 554-0021 if you move or no longer wish to be considered for appointment.

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

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

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

Applicant's Signature: Alan Buchanan Date: 12-14-21

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

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Agenda Item Submission Form – Section I

Meeting Date: January 19, 2022

- Consent Agenda Decision Agenda Executive Session Requested
- Presentation Only Action/Presentation Pre-Session Agenda

Requesting Department: Administration/Human Resources

Staff Resource/Contact Person: Russ Martin/Michael Marshal

Agenda Title (be exact): Discussion, Consideration and Possible approval to apply for funding for additional park playground facilities at the Sports Complex including a required match of up to \$125,000 for a total project of up to \$250,000.

List Attached Documents: Associated drawing of potential improvements

Estimated Presentation Time: 5

Estimated Discussion Time: 10

Reviews Completed by:

- Department Head: Russ Martin Town Attorney Comments: N/A
- Finance Department: Michael Showers
Fiscal Impact: Use of General Fund Reserve Capital Funding already included in the FY 21/22 Budget.

Background Information: The Town continues to identify grants that can be used to complete more of the elements of the Sports Complex. In this annual grant process staff has prepared to obtain a grant for playground/playscape elements. The required match is 100%, per our grant policy we must get Town Council approval prior to application especially with the significant requirement of funding.

Staff is requesting funding for two play structures with integrated shade including installation and fall protection material for the new Sports Complex. One play structure would be for ages 2-5 years old and the second would be for ages 5-12. These would be of an "Inclusive" design meaning that in addition to meeting minimum ADA access requirements the structures would have a more universal appeal including offering users tactile, sensory, other access improvements including interaction with all age groups and ability levels. Current design includes the ability to add onto each play structure as funding is available, making for larger final structures.

The staff is asking Town Council for support to apply and ultimately can scale this project to funding source so Town Council may want to limit what it uses for matching so staff will be available to work towards a reduced scope if funding amounts are limited.

Recommended Action (Motion): Move to approve application for a \$125,000 grant approving a match of \$125,000 from general fund reserves as necessary for completing a Sports Complex playground/playscape.

Instructions to the Clerk: N/A



Camp Verde Sports Complex Phased Design

173922E • 12.14.2021



©2021 Landscape Structures



Agenda Item Submission Form – Section I

Meeting Date: January 19, 2022

- Consent Agenda Decision Agenda Executive Session Requested
 Presentation Only Action/Presentation Pre-Session Agenda

Requesting Department: Administration/Human Resources

Staff Resource/Contact Person: Russ Martin/Steve Ayers

Agenda Title (be exact): Discussion, Consideration and Possible approval to release a request for proposal to seek out affordable housing development in Camp Verde.

List Attached Documents: Draft Request for Proposal (RFP)

Estimated Presentation Time: 10

Estimated Discussion Time: 10

Reviews Completed by:

Department Head: Russ Martin Town Attorney Comments: N/A

Finance Department: Michael Showers
Fiscal Impact: Limits funds coming in at time of development but secures a longer term revenue source depending on the loan payback arrangements.

Background Information: The Town and our economic development growth is tied to several issues but one most glaring need as identified in our Regional Housing Study completed is units in the lower to moderate income areas. With many of our businesses in need of workers and at wages they can afford the equation needs to include housing that can be attained at that pay level for balance in our business community.

We have an opportunity with several upcoming projects to consider an up-front revenue for fees to be deferred to allow for the initial development costs to have some relief. This would be a direct savings on the development costs that would then be recouped over the life of the project, say 10 years (for example \$250,000/10 = \$25,000 per year in a contract payback). To receive this fee credit the development would have to achieve a certain level of affordability in the project based on qualification requirements of rent and sale prices.

Ultimately, we would still retain the fees need to cover the cost of processing/inspecting, etc. as we would then enter into a payback timeframe that would allow for the development to see the revenue on the project to payback the necessary fees. This will also lead to a more stable source of cost offset in years when development may not be as heavy as it is now.

Recommended Action (Motion): Move to approve the release of an RFP to seek out affordability in upcoming housing development.

Instructions to the Clerk: N/A

**Affordable Housing Project
Request For Proposals (RFP)
Town of Camp Verde, Economic Development Department
Proposals Due: February 18, 2022, 4:00PM MST**

The Town of Camp Verde (the “Town”) Economic Development Department (“EDD”) is seeking proposals from developers for projects that create affordable rental housing for low income households in the Town.

The Town may award up to \$250,000 in deferred development services/impact fees in the form of an amortizing loan in order to meet necessary project development costs. The Town's financing is generally “gap” financing. The Town is particularly interested in projects that provide for the greatest level of affordability and target special needs populations, including 40% AMI residents and individuals with disabilities.

The purpose of this RFP is to meet the housing needs of lower income households within the Town by:

- Expanding the number of affordable rental units and/or improving the quality and/or diversity of units available to lower income households (less than or equal to 60% of AMI) throughout the community.

The Town is particularly interested in proposals that meet the following objectives:

1. Create affordable housing that is in reasonable proximity to employment centers;
2. Create the greatest number of affordable housing units

II. Funding

The amount that will be made available is \$250,000 in reduced development service fees/impact fees/ or such other source as the Town may make available to assist with the development of the proposed project.

The source made available will be in the form of a loan subject to terms negotiated between the Town and the developer. Projects that utilize funds for shorter periods of time will receive preference.

III. Requirements/Scope of Service

Town staff will expect the developer to have the capacity to exercise independent judgment and to perform those actions necessary to achieve the project objectives. While the developer will be working under the general direction of the EDD, it should be understood the Town has limited professional staff capacity to support the project and will rely on the personnel, experience and expertise of the developer to ensure all necessary components of the housing project are completed in a timely manner.

Developers are asked to submit a cover letter, sources and uses and proforma to describe the details of the proposed project and desired loan terms. All projects should meet the requirements outlined

in the Scope of Services outlined below. The Town also requests that the developer provide information on whether proposer's organization or a member of their development team meets the definition of small business, minority business enterprise, or women's business enterprise.

Scope of Service includes but is not limited to the following:

Rental Housing

- a. Housing must be created for households with incomes at or below 60% AMI.
- b. Low income units must be kept affordable and be income restricted for at least 30 years.
- c. Housing shall comply will all applicable Town minimum housing and building codes.
- d. Staff will evaluate all proposals based on the project's contribution to increase the affordable housing stock, upon project need, and availability of resources to determine the appropriate level of funding. The EDD will consider a maximum investment of \$250,000 per project.
- e. Projects should incorporate energy efficient features into the design.
- f. Newly constructed housing will be:
 - i. Located in areas of the Town which do not have a high concentration of lower income housing, and
 - ii. Part of a larger revitalization effort, with a priority for developments located in Federally Qualified Opportunity Zones.
- g. The EDD shall secure its funding with a promissory note and a mortgage in the form of a non-recourse loan.

IV. Submission of Proposals

An electronic application must be submitted by the deadline of 4:00PM, MST to the Economic Development Department at steve.ayers@campverde.az.gov or physically at 473 S. Main Street, Suite 102. All late or incomplete submittals will be rejected. No verbal or faxed submittals will be accepted. Submittals should have a subject line of Affordable Housing Proposal.

V. Review Process and Criteria for Selection:

Proposals will be reviewed by EDD staff and referred to the Selection Committee for funding recommendations. The Town will consider the needs of the project, the experience of the developer/borrower and any associated risk in the project. EDD staff and/or the Selection Committee may request an interview with representatives of some or all proposals. Recommendations will be submitted to Town Council for final approval.

Evaluation of Proposals

Applications will be evaluated and the developers selected based on the following criteria (points up to):

1. **Applicant/Developer Capability and Track Record.** The applicant's track record, including the applicant and/or development team's successful completion and operation of similar type projects or a project of similar scope and size. Capacity to undertake new or additional projects; ability to secure construction financing; the developer's approach, plan of work,

recommended schedules, and suggested responsibility assignments. Preference will be given for Arizona-based developers with previous affordable housing development in Yavapai County (25 points)

2. **Quality of References.** Qualification and experience in providing the requested development as exemplified by past projects in Arizona (15 points)
3. **Site Selection and Project Design.** Knowledge of and experience in identifying the affordable housing needs for the Town, number of affordable housing units' to be produced and community impact. Energy efficient features and accessibility features. Compliance with all requirements outlined in this RFP's Scope of Services. Project consistency with the Town's purpose and objectives outlined in this RFP. (40 points)
4. **Feasibility.** Sources and uses and 15 year proforma. Total project cost and value to be attained. Public purpose (but for the Town investment, the project would not be feasible for the targeted income group), readiness of project to proceed (including site control) and anticipated time frame to complete the project. Timeline for development, including meeting planning and zoning requirements. Risk of the project. (25 points)
5. **SBE Responsiveness.** Project teams that include small business enterprises including small businesses, women owned businesses or minority owned businesses. (10 points)

Additional criteria for rental proposal:

1. **Property management experience** – number of units managed; years of experience; the number of affordable units managed and the performance record. Familiarity of the various funding sources for housing development and rental subsidies. (20 points)

Applications will be evaluated and bonus points shall be given to the following preferences:

1. Leveraging other public and private sources of funds (5 points);
2. Requested Town loan is less than \$5,000/unit (5 points);
3. Low-income units are part of a mixed income project, including market rate units (5 points);
4. Low-income Units remain income restricted and/or affordable for 30 years (5 points);
5. Energy improvements that lead to lower, long-term utility costs for occupants of Low-Income Units (2 points);
6. Features that meet accessibility standards as defined by federal, state and local requirements (3 points);
7. Project is located on a site identified for greater community investment by a local plan (5 points).

The Selection Committee will consider staff evaluations and may use other additional criteria to come to a full complement of recommendations.

VI. Contract Negotiations:

Notwithstanding anything contained in this RFP, the Town reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected developer(s) prior to entering into a written agreement. Successful applications will be notified of an award in writing on/before March 18, 2022.

VII. Questions/Contact Person:

Questions concerning this proposal, the application, or the review process may be directed to Economic Development at 554-0007



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: January 19, 2022

- Consent Agenda Decision Agenda Executive Session Requested
- Presentation Only Action/Presentation Special Session

Requesting Department: Finance

Staff Resource/Contact Person: Mike Showers

Agenda Title (be exact): Approval for the Finance Director to make the FY21 budget adjustments as attached on the Budget Change/Re-Appropriation Form dated 6/30/21 totaling \$85,400 in changes.

List Attached Documents: 1) Budget Change/Re-Appropriation Form, 2) Copies of past Council minutes/agenda items

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviews and comments Completed by:

- Town Manager: _____ Department Head: _____
- Town Attorney Comments: N/A _____
- Risk Management: _____
- Finance Department:
 Fiscal Impact:
 Budget Code: See Attached Amount Remaining: N/A

Comments: The attached adjustments are for items approved by Council in previous sessions. While the change in the budgeted expense was approved, where the budget amount was going to come from was not. This schedule pulls all budget expense amounts from the Non-Federal Grants Placeholder for unplanned grants expense.

Background Information:

Recommended Action (Motion): Authorize the Finance Director to make the FY21 budget adjustments as attached on the Budget Change/Re-Appropriation Form dated 6/30/21 totaling \$85,400 in changes.

Instructions to the Clerk: None

Town of Camp Verde

Budget Change/Re-Appropriation Form

Date: 6/30/2021

Council Agenda Date: 1/19/2022

Department Making Request: Finance

Department Head Approval: N/A

Account Transferred FROM

Account Transferred TO

Fund	Department	Account Number	Account Name	Amount
06	Non-Federal Grants	06-000-20-990000	Placeholder	5,300.00
06	Non-Federal Grants	06-000-20-990000	Placeholder	17,150.00
06	Non-Federal Grants	06-000-20-990000	Placeholder	1,320.00
06	Non-Federal Grants	06-000-20-990000	Placeholder	2,100.00
06	Non-Federal Grants	06-000-20-990000	Placeholder	5,430.00
06	Non-Federal Grants	06-000-20-990000	Placeholder	1,500.00
06	Non-Federal Grants	06-000-20-990000	Placeholder	42,600.00
06	Non-Federal Grants	06-000-20-990000	Placeholder	10,000.00
			Total Changes:	85,400.00

Fund	Department	Account Number	Account Name	Amount
01	IT	01-180-20-704200	Software	5,300.00
01	ComDev	01-510-20-600000	Wages	17,150.00
01	ComDev	01-510-20-601000	FICA	1,320.00
01	ComDev	01-510-20-601200	Retirement	2,100.00
01	ComDev	01-510-20-602000	Healthcare	5,430.00
01	ComDev	01-510-20-713210	Office Equip	1,500.00
01	Non-Dept	01-999-20-710000	Consulting	42,600.00
01	HR	01-140-20-712000	Contract labor	10,000.00
			Total Changes:	85,400.00

Finance Director Approval: 

Date: 1/19/2022

Comments: All items above were approved by Council for the budget change but not from where the budget would be taken from (see attached).

General Citations; Signs: Section 404, Standards for Portable/Temporary Signs; of the Town of Camp Verde Planning & Zoning Ordinances and Subdivision Regulations. Second was made by Councilor Baker. ~~Motion~~ carried 7-0 with Mayor Jenkins, Vice Mayor Butner, Councilors Whatley, Murdock, Baker, LeBeau, and McPhail approving

15. **Discussion, consideration and possible approval of Resolution 2020-1060, of the Mayor and common Council of the Town of Camp Verde, Yavapai County, Arizona on multiple street name ratifications, as described in exhibits A through C; and providing that this resolution shall be effective 30 days after its passage, or upon appropriate street name sign changes or installations. Staff Resource: Melinda Lee**

Community Development Director Melinda Lee said these names need to be ratified.

Councilor Baker asked if these names taken from list that was created and approved previously. Ms. Lee stated yes these names were taken from the approved list.

~~Motion~~ made by Councilor Baker to approve Resolution 2020-1060, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona on multiple street name ratifications, as described in Exhibits A through C; and providing that this resolution shall be effective 30 days after its passage, or upon appropriate street name sign changes or installations as appropriate. Second was made by Councilor Whatley. ~~Motion~~ carried 7-0 with Mayor Jenkins, Vice Mayor Butner, Councilors Whatley, Murdock, Baker, LeBeau, and McPhail approving

16. **Discussion, Consideration and Possible Approval of Power DMS software for use in multiple departments allowing for better document management requiring a budget adjustment of \$5300 in IT in the first year and \$10,000 in subsequent budget years. Staff Resource: Brandy Cabrera and Stephen Butler**

12/3/20

Pull \$50 from where?

Human Resource Director Brandy Cabrera talked about Power DMS software. Lieutenant Butler spoke of the software as it has been used in the Marshal's office.

~~Motion~~ made by Councilor Baker to approve budget adjustment to purchase Power DMS Software Program. Councilors had additional discussion and wanted clarification of the motion. Councilor Baker withdrew the motion. Councilor's discussed how many years to designate funds for. Ms. Pemberton stated the agenda needed to state a 3rd year allotment, therefore cannot specifically state the allotment for the third year. Councilor's discussed the appropriate language for the motion.

~~Motion~~ made by Councilor Baker to approve the budget adjustment to purchase the Power DMS Software for use in multiple departments allowing for better document management requiring a budget adjustment of \$5,300 in IT in the first year and \$10,000 in subsequent budget years. Second was made by Vice Mayor Butner. ~~Motion~~ carried 7-0 with Mayor Jenkins, Vice Mayor Butner, Councilors Whatley, Murdock, Baker, LeBeau, and McPhail approving

17. **Discussion and Possible Direction to the Town Manager on the future of Risk Management including possible approval of changes to job descriptions for Risk Manager and HR Specialist and possible addition of a job description and wage**

well as with the schools, I have seen the damage drugs can do and would hope to see Council vote in favor of the ordinance.”

Merilee Fowler, Executive Director of MATFORCE, spoke via ZOOM: Their primary focus is prevention. She commended the Mayor and Council for considering this ordinance. She would like to see everything possible done to protect young people. She quoted statistics of youth drug use in Yavapai County and there has been a 48% increase in the regular use of marijuana in the last ten years, which is because of the way perception of the drug has changed. If marijuana sales are allowed in the town it sends the message that there is nothing wrong with it; that it is socially acceptable. Marijuana is a gateway drug; not to say that everyone that uses marijuana will move on to harder drugs, but with the of the hard drug addiction that she deals with, most started with alcohol, tobacco and marijuana.

Marshall Corey Rowley, having lived in Washington, Oregon, and Alaska, spoke of previous experiences in public service in places where marijuana is legal and states no good would come of allowing recreational marijuana sales in our community. He quoted instances whereas there was a 23-year-old selling to fourteen-year-olds. Mr. Rowley would not like to see recreational marijuana sales come to the community of Camp Verde.

Town Manager Russ Martin pointed out that there is one reference that is incorrect reference in Article 16-7; Paragraph B, where it says The Town of Camp Verde Civil Hearing Process set forth in Article 18-3 of the Camp Verde Town Code. That number needs to be changed to Article 7.7.

Vice Mayor Butner stated that he would be ready to make a motion and pointed out that this ordinance would prohibit the sale of marijuana in Camp Verde and that it would be a civil offense if it happened.

Councilor Robin Whatley stated that many municipalities have a dispensary for medical marijuana only and wonders if the town may be able to attract a medical marijuana only dispensary in Camp Verde.

Mr. Martin clarified that that the state law does not allow towns to prohibit a medical marijuana dispensary; so, this particular ordinance would not have an affect if a medical marijuana dispensary wants to come in.

Councilor Jackie Baker wondered if there is a mileage restriction issue in regard to how many dispensaries are allowed in a certain area; and is this why cottonwood has one now? Mr. Martin noted that there is still a restriction but believes that has changed and a medical marijuana facility could locate in Camp Verde.

On a motion by Vice Mayor Butner and seconded by Councilor Baker with aforementioned correction by Town Manager Martin concerning the penalties and amending Article 16-7, paragraph B to read ARTICLE 7.7, motion carried 7-0, with approval by Mayor Jenkins, Vice Mayor Butner and Councilors LeBeau, McPhail, Whatley, Baker and Murdock.

11. **Discussion, Consideration and Possible Approval of an [REDACTED] for the FY21 budget for Community Development, to allow the hiring of a second Permit Technician for the department, including associated workstation costs.** Staff Resource: Melinda Lee

12/16/20

Councilor Whatley believes that the goal is to get the permit turnaround time shorter and that it would be prudent to hire someone to help achieve the goal.

Councilor McPhail added that a town gets a reputation when a Community Development Department cannot get their permits done in a timely manner, and she commends Ms. Lee for being proactive with the issue. She opined that they should not get behind the curve and lose new businesses due to a possible bad reputation.

On a motion by Councilor Cris McPhail and seconded by Councilor Whatley, motion carried with approval by Mayor Jenkins, Vice Mayor Butner and Councilors LeBeau, Baker, Whatley, McPhail and Murdock.

12. Covid-19 Update. Staff Resource Russ Martin

In answer to a question posed by Mayor Jenkins, Town Manager Russ Martin relayed information regarding PPE for protection; their main supply is coming through Yavapai County and the County is quick to respond to needs for resources. The Town is doing well with their supply here. Everyone is working to try and protect point of contact, which seems to be how people are getting sick.

The numbers in positive COVID-19 cases continue to increase. Mr. Martin did test positive, along with his wife. The rest of his family is negative. The standard for return to work is to be symptom free for 24 hours, ten days after onset of symptoms. Staff is working diligently to protect each other. Currently there have been thirteen employees that have tested positive.

Mr. Martin reported that in November the town recorded a new record in revenue.

He shared that tomorrow starts a series of phone conversations with Yavapai County regarding distribution of the vaccine. Level Two is Public Safety, and they will discuss when that distribution might happen. Level four involves Government employees.

Town Finance Director Mike Showers reported that the Town is currently \$96,700 over budget through December in local TPT revenues. They are approximately 10% under total general fund expenses through October. Balances in reserve will definitely increase this year.

Mayor Jenkins thanked Mr. Martin for his report, and wished him and his family well.

- 13. 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



Town of Camp Verde

FY21

Meeting Date: April 15, 2020

- Consent Agenda Decision Agenda Executive Session Requested
- Presentation Only Action/Presentation

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact): Presentation and discussion and decision amending the Town Budget to fund a scope of work presented by the Town's water right attorney through Moyer Sellers & Hendricks that would complete due diligence on potential purchase of the Camp Verde Water System for an amount not to exceed \$50,000.

List Attached Documents:

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 10 minutes

Reviews Completed by:

- Department Head: Russ Martin
- Town Attorney Comments: Scope completed by Water Right Attorney
- Finance Department: Cost up to \$50,000 to be taken as a budget adjustment by adding an expense line in the Non-Departmental budget for Water Company Due Diligence. Money will need to be transferred from Reserve. We will not be near enough to total general fund expenses to be concerned with exceeding expenditure limitations.

01-999 Consulting

Background Information: The attached scope of work is available for your review

Recommended Action (Motion):

expensed in 01-99920-710000

Move to direct staff to engage for the scope of work presented and amend the budget as presented.

Actual Exp	\$42,581.50
Council Approval	\$50,000.00
Move	<u>\$42,600.00</u>

Councilor Baker: aye
Councilor LeBeau: aye
Councilor McPhail: aye
Motion carried 7-0.

8. **Discussion, Consideration and Possible Appointment of William Tippet to the Planning and Zoning Commission for a term of three (3) years.** Staff Resource: Cindy Pemberton

Town Clerk Cindy Pemberton said the Planning and Zoning Commission currently has several vacant seats. Mr. Tippet would replace Commissioner Steve Vanlandingham for a 3-year term that expires January 2024. The applicant is present if Council has questions.

Motion by Councilor LeBeau to appoint William Tippet to the Planning and Zoning Commission for a term that expires 2024 to replace Commissioner Member Steve Vanlandingham. Second was made by Vice Mayor Joe Butner.

Roll Call Vote:

Mayor Jenkins: aye
Vice Mayor Butner: aye
Councilor Whatley: aye
Councilor Murdock: aye
Councilor Baker: aye
Councilor LeBeau: aye
Councilor McPhail: aye
Motion carried 7-0.

Pull from where?
only spent \$10,000

9. **Discussion, Consideration and Possible Approval of up to \$14,000 Compensation Study and including options for the cost of the Benefits Survey by Public Sector Personnel Consultants and budget adjustment necessary to fund this study.** Staff Resource: Brandy Cabrera

2/17/21

Brandy Cabrera said historically we have looked over the years to conduct a compensation study but it was not cost effective. Previous analysis was conducted internally within the organization. The risk to conducting an internal comparison is the effect on employee trust, transparency, their perception of favoritism, and further lack of engagement and does not allow the Human Resources Department to be the objective support role that it is meant to be for the organization. In lieu of the City of Cottonwood conducting their own study, the Town's cost would be reduced \$12,500 with a possible \$1,500 Benefits Comparison study add-on.

Motion by Councilor Baker to approve the \$12,500 Compensation Study and approve the optional \$1,500 cost of the Benefits Survey add-on quote by Public Sector Personnel Consultants and adjust the budget in HR to cover the expense accordingly. Second was made by Councilor McPhail.

Roll Call Vote:

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Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: January 19, 2022

- Consent Agenda Decision Agenda Executive Session Requested
- Presentation Only Action/Presentation Special Session

Requesting Department: Finance

Staff Resource/Contact Person: Mike Showers

Agenda Title (be exact): Approval for the Finance Director to make the FY21 budget adjustments as attached on the Budget Change/Re-Appropriation Form dated 6/30/21 totaling \$475,650.00 in changes.

List Attached Documents: 1) Budget Change/Re-Appropriation Form, 2) Explanation for Budget Change Requests

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviews and comments Completed by:

- Town Manager: _____ Department Head: _____
- Town Attorney Comments: N/A _____
- Risk Management: _____
- Finance Department:
 Fiscal Impact:
 Budget Code: See Attached Amount Remaining: N/A

Comments: The attached adjustments are necessary to close-out FY21 properly prior to the completion of the FY21 audit. See the attached explanations for each change request.

Background Information:

Recommended Action (Motion): Authorize the Finance Director to make the FY21 budget adjustments as attached on the Budget Change/Re-Appropriation Form dated 6/30/21 totaling \$475,650.00 in changes.

Instructions to the Clerk: None

Town of Camp Verde

Budget Change/Re-Appropriation Form

Date: 6/30/2021

Council Agenda Date: 1/19/2022

Department Making Request: Finance

Department Head Approval: N/A

Account Transferred FROM

Account Transferred TO

Fund	Department	Account Number	Account Name	Amount
06	Non Dept	06-000-20-990000	Placeholder	50,000.00
06	Non Dept	06-000-20-990000	Placeholder	11,450.00
18	Housing	18-158-20-999922	Revolving Fund	21,100.00
06	Non Dept	06-000-20-990000	Placeholder	297,210.00
06	Non Dept	06-000-20-990000	Placeholder	46,690.00
06	Non Dept	06-000-20-990000	Placeholder	1,700.00
06	Non Dept	06-000-20-990000	Placeholder	47,500.00
		N/A		
		N/A		
		N/A		
		N/A		
		N/A		
		N/A		
			Total Changes:	475,650.00

Fund	Department	Account Number	Account Name	Amount
01	Non-Dept	01-999-20-789100	Bus Incentive	50,000.00
01	Clerk	01-120-20-758000	Elections	11,450.00
01	Library	01-700-20-720000	Service Charges	21,100.00
13	HURF	13-491-20-880005	PW Yard Prin	297,210.00
13	P&R	13-800-20-880112	Sports Com2 Int	46,690.00
20	HURF	20-480-20-770400	Right of Way Aqu	1,700.00
20	HURF	20-480-20-806000	Buildings	47,500.00
01	Non Dept	01-000-49-500600	Trans fm 06	275.12
06	Non Dept	06-000-49-550100	Trans to 01	(275.12)
13	Non Dept	13-000-49-500101	Trans fm 01	26,923.06
01	Non Dept	01-000-49-551300	Trans to 13	(26,923.06)
13	Non Dept	13-000-49-502000	Trans fm 20	1,497.17
01	Non Dept	20-000-49-551300	Trans to 13	(1,497.17)
			Total Changes:	475,650.00

Finance Director Approval: 
 Comments: See summary sheet for info on each transfer

Date: 1/19/2022

Explanation for Budget Change Requests

FY21

Dated: 6/30/21

Totaling: \$475,650.00

Request #1

Cover Business Incentive overage - \$50,000.00

The Business Incentive line is for Economic Development Agreement expenses. We saw significant revenues from businesses under these agreements and so also saw significant expenses as the expenses are driven by the tax revenue.

Request #2

Cover the election expense overage - \$11,450.00

The Clerk's office had increased expenses due to the elections. This is not an account the Clerk has much if any control over.

Request #3

Cover expense overages from the Library - \$21,100.00

The Library department was over budget in a number of areas including: payroll, book purchases, computer services and office equipment. This request is to increase the Library budget in general, to cover those overages by putting the increased budget in a non-used account (Service Charges) so that it does not distort nor hide original budget amounts and overages going into this next year's budget process. It is important for our audit that departments not be over budget on expenses.

Request #4

Cover budget shortages in the Debt fund - \$343,900.00

This request comes from two specific events. The first was the Town's decision to pay off the PW Yard loan through a refinancing along with the 2nd Sports Park loan. This caused an extra \$297,210.00 of principal expense during FY21 that was not budgeted for. The second item was simply an oversight on the first interest payment on that same Sports Park loan during the budget process. It was believed that the first interest payment would not be until FY22. However, the first interest payment of \$46,690 was due in February of 2021.

Request #5

Cover expense overages in the HURF Fund - \$49,200

Council approved relocating a steel building from the Park to the Streets yard. The cost of moving that building was \$47,500 and accounts for nearly the entire budget overage from the Streets department. Beyond that expense, the HURF Fund was over their expense budget by \$1,700. The \$1,700 is requested to be put into an unused account (Right of Way Acquisition) so that it does not distort nor hide original budget amounts and overages going into this next year's budget process. It is important for our audit that Funds not be over budget on expenses.

Request #6

Allow for 3 Operating Transfers – Net impact \$0

- 1) Walton grant expensed fully with Library STEAM expenses in FY20.
- 2) The Debt Fund was under-funded by \$28,420.23. An extra \$26,923.06 was needed from the General Fund and \$1,497.17 was needed from the HURF Fund. This stems from the net impact of the unbudgeted Sports Park payment above and savings from Enterprise Lease Payments that were less than budgeted.



Agenda Item Submission Form – Section I

Meeting Date: January 19, 2022

- Consent Agenda Decision Agenda Executive Session Requested
- Presentation Only Action/Presentation

Requesting Department: Finance **Staff Resource/Contact Person:** Mike Showers

Agenda Title (be exact): Discussion, consideration and possible approval of A RESOLUTION 2022-1083 OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY BY THE TOWN OF A FIFTH PURCHASE AGREEMENT, A FIFTH TRUST AGREEMENT AND OTHER NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS; APPROVING THE SALE AND EXECUTION AND DELIVERY OF PLEDGED REVENUE OBLIGATIONS, TAXABLE SERIES 2022, EVIDENCING ALL THE INTERESTS OF THE OWNER THEREOF IN THE PAYMENTS TO BE MADE PURSUANT TO THE PURCHASE AGREEMENT; DELEGATING AUTHORITY TO THE MAYOR, MANAGER AND FINANCE DIRECTOR OF THE TOWN TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY.

List Attached Documents:

- 1) Resolution 2022-1083,
- 2) Fifth Purchase Agreement
- 3) Fifth Trust Agreement
- 4) Contingency Reserve Fund Policy
- 5) Placement Agreement

Estimated Presentation Time: 5 mins **Estimated Discussion Time:** 5 mins

Reviews and comments Completed by:

Town Manager: Reviewed Department Head: _____

Town Attorney Comments: Resolution and transaction documents prepared by Greenberg Traurig, the Town's special council

Risk Management: N/A

Finance Department
Fiscal Impact:
Budget Code: _____ Amount Remaining: _____
Comments:

Background Information: Currently, our PSPRS percentage of payroll costs continue to go up every year. In an effort to level out those increases due to unfunded liability, staff is requesting a loan to completely fund the PSPRS

liabilities and reduce the percentage of payroll costs back to normal only costs. The Town is already in debt for this liability, we are simply replacing (refinancing so-to-speak) our current unfunded liability debt which is currently just above \$2.6M. We have already budgeted for the debt issuance and the cost of debt service is built into the amounts we currently pay against payroll each pay period. The debt service payments would be offset by the drop in required funding each payroll. A reserve amount is put into place in case of changes in actuarial rates or rate of return on the investments that could negatively impact our funded balance putting us into an unfunded liability situation again. It is recommended by staff that this fund be at a minimum, \$400,000. The amount suggested is just over \$412,000. Please refer to the entire discussion which took place on January 12th, 2021 during the Council work session for further background.

Recommended Action (Motion): Approve RESOLUTION 2022-1083 OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY BY THE TOWN OF A FIFTH PURCHASE AGREEMENT, A FIFTH TRUST AGREEMENT AND OTHER NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS; APPROVING THE SALE AND EXECUTION AND DELIVERY OF PLEDGED REVENUE OBLIGATIONS, TAXABLE SERIES 2022, EVIDENCING ALL THE INTERESTS OF THE OWNER THEREOF IN THE PAYMENTS TO BE MADE PURSUANT TO THE PURCHASE AGREEMENT; DELEGATING AUTHORITY TO THE MAYOR, MANAGER AND FINANCE DIRECTOR OF THE TOWN TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY.

Instructions to the Clerk: Have all documents signed and returned to Stifel.

RESOLUTION NO. 2022-1083

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY BY THE TOWN OF A FIFTH PURCHASE AGREEMENT, A FIFTH TRUST AGREEMENT AND OTHER NECESSARY AGREEMENTS, INSTRUMENTS AND DOCUMENTS; APPROVING THE SALE AND EXECUTION AND DELIVERY OF PLEDGED REVENUE OBLIGATIONS, TAXABLE SERIES 2022, EVIDENCING ALL THE INTERESTS OF THE OWNER THEREOF IN THE PAYMENTS TO BE MADE PURSUANT TO THE PURCHASE AGREEMENT; DELEGATING AUTHORITY TO THE MAYOR, MANAGER AND FINANCE DIRECTOR OF THE TOWN TO DETERMINE CERTAIN MATTERS AND TERMS WITH RESPECT TO THE FOREGOING; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION AND DECLARING AN EMERGENCY

WHEREAS, the Mayor and Common Council of the Town of Camp Verde, Arizona (the "Town"), have determined to fund (i) all or a portion of the Town's unfunded liabilities (the "Current Funding") with respect to the Arizona Public Safety Personnel Retirement System ("PSPRS") and in connection therewith acquire the evidence of payment executed and delivered by PSPRS as a result of the Current Funding (the "Project"), and (ii) amounts all or a portion of which will fund future portions of the Town's unfunded liabilities with respect to PSPRS or be transferred to PSPRS to be held for payment of amounts due from the Town to PSPRS (each a "Future Funding") and in connection therewith acquire evidences of payment executed and delivered by PSPRS as a result of any Future Funding (collectively with the Project, the "Projects"), by entering into a Fifth Purchase Agreement, to be dated as of the first day of the month of the dated date of the hereinafter described Obligations established as provided herein (the "Purchase Agreement"), with a bank authorized to exercise trust powers in the State of Arizona, appointed as provided herein, as trustee (the "Trustee"), in its separate capacity as "Seller"; and

WHEREAS, in connection with the Purchase Agreement, the Mayor and Common Council of the Town have deemed it necessary and desirable to provide for the sale and execution and delivery of Pledged Revenue Obligations, Taxable Series 2022, as provided for by this Resolution (the "Obligations"), pursuant to the Fifth Trust Agreement, to be dated as of the first day of the month of the dated date of the Obligations (the "Trust Agreement"), between the Trustee and the Town, evidencing all the interests of the owner of the Obligations in payments to be made pursuant to the Purchase Agreement; and

WHEREAS, the payments represented by the Obligations will be secured by amounts received under the Purchase Agreement pursuant to which the Town will pledge the

Excise Tax Revenues and the State Shared Revenues (as such terms are defined in the Trust Agreement); and

WHEREAS, the Mayor and Common Council of the Town will receive a proposal from Stifel, Nicolaus & Company, Incorporated, serving in the capacity of and designated as the placement agent (the “Placement Agent”), and not acting as a municipal advisor as defined in the “Registration of Municipal Advisors” rule promulgated by the United States Securities and Exchange Commission, and has determined that the Obligations should be placed by the Placement Agent and pursuant to the Strategic Alliance of Volume Expenditures (SAVE) Cooperative Response Proposal #C-005-1718; and

WHEREAS, the Placement Agent will submit such proposal to place the Obligations pursuant to a Placement Agent Agreement, in substantially the form presented at the meeting at which this Resolution was adopted, to be dated the date of placement of the Obligations (the “Placement Contract”), by and between the Town and the Placement Agent; and

WHEREAS, it is determined that the policy titled [“Town of Camp Verde Policy – Finance: Public Safety Personnel Retirement System Contingency Reserve Funding”] (the “Policy”) should be adopted in order to set forth procedures for managing the contingency reserve fund(s) to be established in connection with the execution and delivery of the Obligations; and

WHEREAS, there have been presented to the Mayor and Common Council of the Town at the meeting at which this Resolution is being adopted the proposed forms of: (1) the Purchase Agreement; (2) the Trust Agreement; (3) the Placement Contract; and (4) the Policy; and

WHEREAS, financing the costs of the Projects pursuant to the Purchase Agreement is in furtherance of the purposes of the Town and in the public interest;

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

Section 1. (a) The execution and delivery of the Obligations by the Trustee is approved.

(b) The Mayor, the Manager and the Finance Director of the Town, or the designees of any of them (collectively, the “Authorized Representatives”), are each authorized to determine on behalf of the Town: (1) the identity of the Trustee; (2) the date the Obligations are to be sold to the 2022 Purchaser (as defined herein); (3) the aggregate principal amount of the Obligations (but not to exceed \$3,250,000 aggregate principal amount); (4) the date the Obligations are to be dated; (5) the dates on which interest on the Obligations is to be payable and the interest rates per annum the Obligations are to bear (but not to exceed, except in case of default, 3.25% per annum); (6) the dates the Obligations are to be payable (but not later than a final payment date in 2037), the principal amounts to be payable on such dates and the provisions for prepayment thereof in advance of such dates; and (7) the terms upon which the Obligations are to be sold (including determinations of price, original issue discount and premium and placement agent compensation).

(c) The Authorized Representatives are further each hereby authorized to determine on behalf of the Town whether the purchase of an insurance policy securing payment of the Obligations or a surety bond or other reserve fund guaranty would be advantageous to the Town or the terms of the financing represented by the Obligations. The Authorized Representatives are further each hereby authorized to negotiate with and secure, with proceeds of the Obligations or otherwise, such an insurance policy or a reserve fund guaranty, or both, from one or more institutions, the claims-paying ability of which are then assigned one of the two highest rating categories by a nationally recognized credit rating agency. The Authorized Representatives are further each hereby authorized to execute and deliver any instruments or documents necessary in connection with the purchase of any such insurance policy and/or reserve fund guaranty, including those making provision for the repayment of amounts advanced by the institutions issuing such insurance policy and/or reserve fund guaranty.

(d) The form and other terms of the Obligations, including the provisions for the signatures, authentication, payment, registration, transfer, exchange, prepayment and number shall be as set forth in the Trust Agreement and are approved.

(e) The Policy is hereby adopted to establish policies and procedures related to the purposes set forth in the Recitals hereto. The right to use discretion as necessary and appropriate to make exceptions or request additional provisions with respect to the Policy as may be determined is hereby reserved. The right to change the Policy from time to time, without notice, is also reserved.

Section 2. The Obligations are to be placed by the Placement Agent with a purchaser (the “2022 Purchaser”) pursuant to the terms of the Placement Contract as such terms are to be determined as provided hereinabove.

Section 3. The forms, terms and provisions of the Purchase Agreement, the Trust Agreement and the Placement Contract, in substantially the forms of such documents (including the Obligations and other exhibits thereto) presented at the meeting of the Mayor and Common Council of the Town at which this Resolution is being adopted, are approved, with such final provisions, insertions, deletions and changes as determined as provided hereinabove and shall be approved by the Mayor of the Town, any other member of the Common Council, and, in the case of the Placement Contract, the Authorized Representatives, the execution of each such document being conclusive evidence of such approval. The Mayor of the Town or any other member of the Common Council and, in the case of the Placement Contract, the Authorized Representatives, and the Clerk of the Town, where applicable, are authorized and directed, for and on behalf of the Town, to execute and deliver and attest or approve the Purchase Agreement, the Trust Agreement and the Placement Contract and to take all action to carry out and comply with the terms of such documents.

Section 4. The Trustee (including in its capacity as Seller) is requested to take any and all action necessary in connection with the execution and delivery of the Purchase Agreement and the Trust Agreement and the sale and execution and delivery of the Obligations and is further authorized and directed to take such action as may be reasonable for the administration of the trusts so held by it.

Section 5. The covenants and agreements contained in the Purchase Agreement as to the pledge of and the lien on the Excise Tax Revenues and the State Shared Revenues and the restriction on the issuance of further parity obligations secured by the Excise Tax Revenues and the State Shared Revenues are approved and confirmed.

Section 6. The Authorized Representatives and other officers of the Town, on behalf of the Town, are authorized and directed, without further order of the Mayor and Common Council of the Town, to do all such acts and things and to execute and deliver all such certificates, proceedings, agreements and other documents as may be necessary or convenient to be executed and delivered on behalf of the Town (including entering into any agreements for administrative or procedural requirements requested by the 2022 Purchaser) to evidence compliance with, or further the purposes of, all the terms and conditions of this Resolution and the consummation of the transactions contemplated hereby and as may be necessary to carry out the terms and intent of this Resolution.

Section 7. All actions of the officers and agents of the Town which conform to the purposes and intent of this Resolution and which further the sale and execution and delivery of the Obligations as contemplated by this Resolution, whether heretofore or hereafter taken, are ratified, confirmed and approved.

Section 8. If any section, paragraph, clause or phrase of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or phrase shall not affect any of the remaining provisions of this Resolution. All orders, resolutions and ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order, resolution or ordinance or any part thereof.

Section 9. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety of the Town for the reason that the Obligations authorized herein must be sold immediately to secure the best, available economic terms therefor; an emergency is, therefor, declared to exist, and this Resolution is enacted as an emergency and shall be in full force and effect immediately upon its passage by the Mayor and Common Council of the Town, as required by law, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona. After any of the Obligations are delivered by the Trustee to the 2022 Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the Obligations and the interest and premium, if any, thereon shall have been fully paid, cancelled and discharged.

[Remainder of page left blank intentionally.]

PASSED, APPROVED and ADOPTED by the Mayor and Common Council of the
Town of Camp Verde, Arizona, this 19th day of January 2022.

.....
Mayor

ATTEST:

.....
Town Clerk

APPROVED AS TO FORM:

.....
Town Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. was duly passed and adopted by the Mayor and Common Council of the Town of Camp Verde, Arizona, at a regular meeting held on the 19th day of January 2022, and the vote was ayes and nays.

.....
Town Clerk

FIFTH PURCHASE AGREEMENT

by and between

[U.S. BANK NATIONAL ASSOCIATION],
as Seller

and

THE TOWN OF CAMP VERDE, ARIZONA,
as Purchaser

Dated as of February 1, 2022

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FIFTH PURCHASE AGREEMENT

THIS FIFTH PURCHASE AGREEMENT, dated as of February 1, 2022 (this “Agreement”), by and between THE TOWN OF CAMP VERDE, ARIZONA, a municipal corporation under the laws of the State of Arizona (“Town”), as purchaser hereunder, and U.S. BANK NATIONAL ASSOCIATION, a national banking association (“Trustee”), in its capacity as trustee under the Fifth Trust Agreement, dated as of even date herewith (the “Trust Agreement”), by and between Trustee and Town, as seller hereunder,

WITNESSETH:

WHEREAS, the Mayor and Common Council of Town have determined that it will be beneficial for the citizens of Town for Town to finance the costs of the Projects (as such term and all other undefined terms used herein are defined in the Trust Agreement); and

WHEREAS, for such purpose, the Mayor and Common Council of Town requested that Trustee sell and execute and deliver the Obligation, and the Trustee has caused certain deposits to be made as provided in the Trust Agreement; and

WHEREAS, Town is a municipal corporation duly incorporated and validly existing under the laws of the State; the Constitution and the laws of the State authorize Town to enter into this Agreement and the transactions contemplated by this Agreement; Town has duly authorized and executed this Agreement; this Agreement is a lawful, valid and binding obligation of Town, enforceable against Town in accordance with its terms; all required procedures for execution and performance of this Agreement, including publication of notice, public hearing or competitive bidding, if applicable, have been or will be complied with in a timely manner; the Payments will be paid when due out of funds which are legally available for such purposes; neither the execution and delivery of this Agreement or the Trust Agreement, nor the fulfillment of or compliance with the terms and conditions hereof or thereof nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Town is now a party or by which Town is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Town; and

WHEREAS, Trustee has full legal authority and is duly empowered to enter into this Agreement and has taken all actions necessary to the execution and delivery hereof;

NOW THEREFORE, PURSUANT TO LAW AND FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREINAFTER CONTAINED, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Term and Payments.

(a) In order to finance the costs of the Projects, Town hereby sells and conveys any interests it has in the Project to Trustee, without recourse, representation or warranty, for the sum of \$10.00 and other valuable consideration had and received and will sell

and convey any interests it has in the Additional Projects to Trustee pursuant to the provisions of the Trust Agreement, without warranty, for the sum of \$10.00 and other valuable consideration had and received. (Notwithstanding that evidence of the acquisition thereof will occur after the date hereof as provided in the Trust Agreement, the Additional Projects shall create present rights acquired pursuant to this Agreement.) For the amounts payable pursuant hereto (including the Payments), Trustee in turn hereby sells and conveys back to Town, without recourse, representation or warranty, and Town hereby purchases and accepts, from Trustee, any interests Trustee has in the Projects.

(b) Trustee shall have no further obligation to provide funds for the Projects, and Town shall be entitled to sole and exclusive possession of the Projects.

(c) As the purchase price, Town shall pay the Payments to Trustee. This Agreement shall be deemed and construed to be a “*net purchase agreement*,” and the Payments shall be an absolute net return to Trustee, free and clear of any expenses or charges whatsoever, except as otherwise specifically provided herein.

Town shall also pay to Trustee its fees and expenses in accordance with the provisions of the Trust Agreement.

Town shall receive a credit against amounts so due, equal to any amounts held in the Payment Fund in excess of the amount then required to be in the Payment Fund. If the balance available in the Payment Fund after a Payment is insufficient to make the next required payments of principal and interest due on the Obligation on the next date for payment thereof, Town shall pay any such deficiency in sufficient time to prevent default in the payment of principal or interest on the Obligation falling due on such date.

(d) The obligation of Town to pay the amounts described in paragraph (c) hereof (including the Payments) from the sources described herein and to comply with the other provisions hereof shall be absolute and unconditional and shall not be subject to any defense or any right of set-off, abatement, counterclaim, or recoupment arising out of any breach by Trustee of any obligation to Town or otherwise, or out of indebtedness or liability at any time owing to Town by Trustee. Until such time as all of the payments described in paragraph (c) hereof (including the Payments) shall have been fully paid or provided for, Town (i) shall not suspend or discontinue the same, (ii) shall comply with the other provisions hereof and (iii) shall not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Trust Agreement or this Agreement. Nothing contained in this Section shall be construed to release Trustee from the performance of any of the agreements on its part herein or in the Trust Agreement contained and in the event Trustee shall fail to perform any such agreements on its part, Town may institute such action against Trustee as Town may deem necessary to compel performance so long as such action does not abrogate the obligations of Town contained in the first sentence of this paragraph.

(e) Any of the payments described in paragraph (c) hereof (including the Payments) due on a day which is not a Business Day may be made on the next Business Day and will be deemed to have been made on the date due.

(f) Amounts payable to Trustee shall be paid by the means specified in writing to Town.

Section 2. Pledge; Limited Obligations.

(a) Excise Tax Revenues and State Shared Revenues are hereby pledged by Town to the payment of all amounts described in Section 1(c) hereof (including the Payments), and such amounts shall be secured by a paramount and first lien on and pledge of Excise Tax Revenues and State Shared Revenues, on parity with the pledge and lien hereby granted by Town for the payment and security of the Parity IGA, the Second Purchase Agreement, the Third Purchase Agreement, the Fourth Purchase Agreement and any Additional Revenue Obligations. Town shall make said payments from Excise Tax Revenues and State Shared Revenues (first making the Payments and thereafter making the other required payments). All of such payments are coequal as to the pledge of and lien on Excise Tax Revenues and State Shared Revenues pledged for the payment thereof and share ratably, without preference, priority or distinction, as to the source or method of payment from Excise Tax Revenues and State Shared Revenues or security therefor. Town intends that this pledge shall be a paramount and first lien on and pledge of Excise Tax Revenues and State Shared Revenues as will be sufficient to make such payments and payments on the Parity IGA, the Second Purchase Agreement, the Third Purchase Agreement, the Fourth Purchase Agreement and any Additional Revenue Obligations.

(b) Town shall remit to Trustee from Excise Tax Revenues and State Shared Revenues all amounts due under this Agreement in the amounts and at the times and for the purposes as required herein. The obligation of Town to make payments of any amounts due under this Agreement, including amounts due after default or termination hereof, is limited to payment from Excise Tax Revenues and State Shared Revenues and shall under no circumstances constitute a general obligation or a pledge of the full faith and credit of Town, the State or any of its political subdivisions, or require the levy of, or be payable from the proceeds of, any *ad valorem* property taxes.

(c) Town may, at the sole option of Town, make payments due pursuant to Section 1 hereof from its other funds as permitted by law and as Town shall determine from time to time, but Trustee acknowledges that it has no claim hereunder to such other funds. No part of the purchase price payable pursuant to this Agreement shall be payable out of any *ad valorem* property taxes imposed by Town or from bonds or other obligations, the payment of which Town's general taxing authority is pledged, unless (i) the same shall have been duly budgeted by Town according to law, (ii) such payment or payments shall be within the budget limitations of the statutes of the State and (iii) any such bonded indebtedness or other obligation is within the debt limitations of the Constitution of the State.

Section 3. Surplus and Deficiency of Revenues from Excise Taxes and State Shared Revenues. Excise Tax Revenues and State Shared Revenues in excess of amounts, if any, required to be deposited with or held by Trustee for payments due under this Agreement shall constitute surplus revenues and may be used by Town for any lawful purpose for the benefit of Town, including the payment of obligations to which Excise Tax Revenues and State Shared Revenues may from time to time be pledged on a basis subordinate hereto. If at any time the moneys in the funds held for payment of amounts due under this Agreement are not sufficient to make the deposits and transfers required, any such deficiency shall be made up from the first moneys thereafter received and available for such transfers under the terms of this Agreement and, with respect to payment from Excise Tax Revenues and State Shared Revenues, *pro rata*, as applicable, with amounts due with respect to the Parity IGA, the Second Purchase Agreement, the Third Purchase Agreement, the Fourth Purchase Agreement and any Additional Revenue Obligations, and the transfer of any such sum or sums to said fund as may be necessary to make up any such deficiency shall be in addition to the then-current transfers required to be made pursuant hereto.

Section 4. Parity Lien Obligations. Additional Revenue Obligations may be incurred but only if Excise Tax Revenues plus State Shared Revenues, when combined mathematically for such purpose only, in the most recently completed fiscal year of Town, shall have amounted to at least two (2) times the highest combined interest and principal requirements for any succeeding fiscal year of Town for the Parity IGA, the Second Purchase Agreement, the Third Purchase Agreement, the Fourth Purchase Agreement, this Agreement and any Additional Revenue Obligations. (Town shall not incur any obligations payable from the Excise Tax Revenues and the State Shared Revenues ranking prior to the obligations of Town under this Agreement.)

Section 5. Town Control over Revenue Collection. To the extent permitted by applicable law, Excise Tax Revenues shall be retained and maintained so that the amounts received from Excise Tax Revenues and State Shared Revenues, when combined mathematically for such purpose only, all within and for the most recently completed fiscal year of Town, shall have been equal to at least two (2) times the total of interest and principal requirements for the current fiscal year of Town for the Parity IGA, the Second Purchase Agreement, the Third Purchase Agreement, the Fourth Purchase Agreement, this Agreement and any Additional Revenue Obligations. If the revenues from Excise Tax Revenues and State Shared Revenues for any such fiscal year shall not have been equal to at least one and one-quarter (1¼) times the total of the interest and principal requirements for the current fiscal year of Town for the Parity IGA, the Second Purchase Agreement, the Third Purchase Agreement, the Fourth Purchase Agreement, this Agreement and any Additional Revenue Obligations or if at any time it appears that Excise Tax Revenues and State Shared Revenues will not be sufficient to meet such requirements, Town shall, to the extent permitted by applicable law, impose new exactions of the type of the excise taxes which will be part of the excise taxes or increase the rates for the excise taxes currently imposed fully sufficient at all times, after making allowance for contingencies and errors, in each fiscal year of Town in order that (i) Excise Tax Revenues and State Shared Revenues will be sufficient to meet all current requirements hereunder and (ii) Excise Tax Revenues and State Shared Revenues will be reasonably calculated to attain the level as required by the first sentence of this paragraph.

Section 6. Certain Matters with Respect to Projects.

(a) Except with respect to its power and authority to enter into this Agreement and to perform its covenants hereunder, Trustee has made and makes no representation or warranty, express or implied, and assumes no obligation with respect to the Projects.

(b) Trustee hereby irrevocably appoints Town as its sole and exclusive agent to act for and on behalf of Trustee in financing the costs of the Projects. As such agent, Town shall have full authority to do all things necessary to bring about the financing of the costs of the Projects. Trustee shall not be liable, responsible or accountable for the acts of Town as its agent hereunder, and Town hereby assumes all responsibility for the performance of such duties.

(c) Notwithstanding any other terms or provisions of this Agreement, the interest of Trustee in the Projects is solely in its capacity as Trustee for the purpose of facilitating the financing the costs of the Projects, and Trustee shall not have the power, authority or obligation to assume any responsibility for Projects.

Section 7. Providing for Payment. Town may provide for the payment of any of the Payments in any one or more of the following ways:

(a) by paying such Payment as provided herein as and when the same becomes due and payable at its scheduled due date pursuant to Section 1 hereof or on a date on which it can be prepaid;

(b) by depositing with a Depository Trustee, in trust for such purposes, money which, together with the amounts then on deposit with Trustee and available for such Payment is fully sufficient to make, or cause to be made, such Payment at its scheduled due date or on a date on which it can be prepaid or

(c) by depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are noncallable, in such amount as shall be certified to Trustee and Town, by a national firm of certified public accountants acceptable to Town, as being fully sufficient, together with the interest to accrue thereon and moneys then on deposit with Trustee and available for such Payment, to make, or cause to be made, such Payment at its scheduled due date or on a date on which it can be prepaid.

Upon any partial prepayment of a Payment, each installment of interest which shall thereafter be payable as a part of the subsequent Payments shall be reduced, taking into account the interest rate on the Obligation remaining outstanding after the partial prepayment so that the interest remaining payable as a part of the subsequent Payments shall be sufficient to pay the interest on such outstanding Obligation when due.

Section 8. Term of Agreement. This Agreement shall not terminate so long as any payments are due and owing pursuant to the Obligation. Subject to Section 7 hereof, upon full payment or provision for payment and in consideration of the timely payment of all of the amounts described in Section 1(c) hereof (including the Payments) and provided that Town

has performed all the covenants and agreements required by Town to be performed, this Agreement shall cease and expire. The obligations of Town under this Agreement, including, without limitation, its obligation to pay the Payments, shall survive any action brought as provided in the next Section hereof, and Town shall continue to pay the Payments and perform all other obligations provided in this Agreement; provided, however, that Town shall be credited with any amount received by Trustee pursuant to actions brought under the next Section hereof.

Section 9. Default; Remedies Upon Default.

(a) (i) Upon (A) the nonpayment of the whole or any part of any of the amounts described in Section 1(c) hereof (including the Payments) at the time when the same are to be paid as provided herein or in the Trust Agreement; (B) the violation by Town of any other covenant or provision of this Agreement or the Trust Agreement; (C) the occurrence of an event of default with respect to the Parity IGA, the Second Purchase Agreement, the Third Purchase Agreement, the Fourth Purchase Agreement or any Additional Revenue Obligations; or (D) the insolvency or bankruptcy of Town as the same may be defined under any law of the United States of America or the State, or any voluntary or involuntary action of Town or others to take advantage of, or to impose, as the case may be, any law for the relief of debtors or creditors, including a petition for reorganization, and

(ii) if such default has not been cured (A) in the case of nonpayment of any of the amounts described in Section 1(c) hereof (including the Payments) as required hereunder or under the Trust Agreement on the due date or the nonpayment of principal or interest due with respect to the Parity IGA, the Second Purchase Agreement, the Third Purchase Agreement, the Fourth Purchase Agreement or any Additional Revenue Obligations on their due dates; (B) in the case of the breach of any other covenant or provision of the Trust Agreement or this Agreement not cured within sixty (60) days after notice in writing from Trustee specifying such default; and (C) in the case of any other default under any of the Parity IGA, the Second Purchase Agreement, the Third Purchase Agreement, the Fourth Purchase Agreement or any Additional Revenue Obligations after any notice and passage of time provided for under the proceedings under which such obligations were issued then,

(iii) subject to the limitations of the Trust Agreement, Trustee may take whatever action at law or in equity, including the remedy of specific performance, may appear necessary or desirable to collect the Payments and any other amounts payable by Town under the Trust Agreement or this Agreement then due (but not the Payments and such other amounts accruing), or to enforce performance and observance of any pledge, obligation, agreement or covenant of Town under the Trust Agreement or this Agreement, and with respect to Excise Tax Revenues and State-Shared Revenues, without notice and without giving any bond or surety to Town or anyone claiming under Town, have a receiver appointed of Excise Tax Revenues and State Shared Revenues which are pledged to the payment of amounts due hereunder, with such powers as the court making such appointment shall confer (and Town does hereby

irrevocably consent to such appointment); provided, however, that under no circumstances may the Payments be accelerated.

Each right, power and remedy of Trustee provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for herein, or, unless prohibited by the terms hereof, now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers and remedies are sought to be enforced, and the exercise or beginning of the exercise by Trustee of any one or more of the rights, powers or remedies provided for herein or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by either party of any or all of such other rights, powers or remedies. The failure to insist upon strict performance of any of the covenants or agreements herein set forth shall not be considered or taken as a waiver or relinquishment for the future of the rights of Trustee to insist upon a strict compliance by Trustee with all the covenants and conditions hereof. Town shall, upon not less than 10 days' prior request by Trustee, execute, acknowledge and deliver to Trustee a statement in writing certifying that this Agreement is unmodified and in full force and effect (or, if this Agreement has been modified, that it is in full force and effect except as modified, and stating the modification), and the dates to which the amounts payable hereunder have been paid in advance, if any.

(b) Trustee shall in no event be in default in the performance of any of its obligations hereunder unless and until Trustee shall have failed to perform such obligation within 30 days or such additional time as is reasonably required to correct any such default after notice by Town properly specifying wherein Trustee has failed to perform any such obligation. No default by Trustee shall relieve Town of its obligations to make the various payments herein required, so long as the Obligation remains outstanding; however, Town may exercise any other remedy available at law or in equity to require Trustee to remedy such default so long as such remedy does not interfere with or endanger the payments required to be made to Trustee under the Trust Agreement.

Section 10. Assignment.

(a) Except as otherwise provided herein, Town shall not assign, transfer, pledge or hypothecate or otherwise dispose of this Agreement or any interest therein and any assignment in contravention hereof shall be void.

(b) Subject to the terms of the Trust Agreement, all and every part of the right, title and interest in and to this Agreement and all payments of any kind due or which become due to Trustee hereunder are sold, pledged, assigned and transferred pursuant to the Trust Agreement.

Section 11. [Reserved].

Section 12. Covenant as to Conflict of Interest; Other Statutory Restrictions.

(a) To the extent applicable by provision of law, Trustee acknowledges that this Agreement is subject to cancellation pursuant to Section 38-511, Arizona Revised Statutes, the provisions of which are incorporated herein and which provides that Town may within three (3) years after its execution cancel any contract (including this Agreement) without penalty or further obligation made by Town if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Town is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. To the best knowledge of Town and Trustee, no basis exists for Town to cancel this Agreement pursuant to Section 38-511, Arizona Revised Statutes, as of the date hereof.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the “e-verify” requirements under Section 23-214(A), Arizona Revised Statutes. The breach by Trustee of the foregoing shall be deemed a material breach of this Agreement and may result in the termination of the services of Trustee by Town. Town retains the legal right to randomly inspect the papers and records of Trustee to ensure that Trustee is complying with the above-mentioned warranty. Trustee shall keep such papers and records open for random inspection during normal business hours by Town. Trustee shall cooperate with the random inspections by Town including granting Town entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential. To the extent permitted by law, Town shall preserve the confidentiality of any information, records or papers Town views, accesses or otherwise obtains during any and every such random inspection.

(c) Pursuant to Section 35-393 et. seq., Arizona Revised Statutes, Trustee hereby certifies it is not currently engaged in, and for the duration of this Agreement shall not engage in, a boycott of Israel. The term “boycott” has the meaning set forth in Section 35-393, Arizona Revised Statutes. If Town determines that Trustee’s certification above is false or that it has breached such agreement, Town may impose remedies as provided by law.

Section 13. Miscellaneous.

(a) No covenant or obligation herein to be performed by Town may be waived except by the written consent of Trustee, and a waiver of any such covenant or obligation or a forbearance to invoke any remedy on any occasion shall not constitute or be treated as a waiver of such covenant or obligation as to any other occasion and shall not preclude Trustee from invoking such remedy at any later time prior to the cure by Town of the condition giving rise to such remedy.

(b) This Agreement shall be construed and governed in accordance with the laws of the State in effect from time to time.

(c) The recitals set forth at the beginning of this Agreement are incorporated in this Agreement by this reference. This Agreement constitutes the entire agreement between the parties and shall not be modified, waived, discharged, terminated, amended, supplemented, altered or changed in any respect except by a written document signed by both Trustee and Town, subject to the restrictions with regard thereto provided by the Trust Agreement.

(d) Any term or provision of this Agreement found to be prohibited by law or unenforceable or which would cause this Agreement to be invalid, prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, causing the remainder of this Agreement to be invalid, prohibited by law or unenforceable.

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

(f) Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives, as the case may be. Any person or entity acquiring any interest in or to the right, title or interest of Trustee herein shall be and have the rights of a third-party beneficiary hereunder.

(g) This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Trustee:

U.S. BANK NATIONAL ASSOCIATION, as seller

By.....

Authorized Representative

Town:

TOWN OF CAMP VERDE, ARIZONA, a
municipal corporation under the laws of the State of
Arizona, as purchaser

By.....

Mayor

ATTEST:

.....

Town Clerk

SCHEDULE

Payment Date	Principal	Interest	Total Payment
08/01/20__			
02/01/20__			

TOTAL

FIFTH TRUST AGREEMENT

by and between

[U.S. BANK NATIONAL ASSOCIATION],
as Trustee

and

THE TOWN OF CAMP VERDE, ARIZONA

Dated as of February 1, 2022

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* * *

FIFTH TRUST AGREEMENT

THIS FIFTH TRUST AGREEMENT, dated as of February 1, 2022 (together with any duly authorized, executed and delivered supplement thereto, this “Trust Agreement”), by and between U.S. BANK NATIONAL ASSOCIATION, a national banking association, as trustee, or any successor thereto acting as trustee pursuant to this Trust Agreement and in its capacity as “Seller” pursuant to the hereinafter described Purchase Agreement (the “Trustee”), and THE TOWN OF CAMP VERDE, ARIZONA, a municipal corporation under the laws of the State of Arizona (the “Town”);

WITNESSETH:

WHEREAS, the Mayor and Common Council of the Town have determined that it will be beneficial to the citizens of the Town to finance the costs of the Projects (as such term and all other terms not otherwise defined hereinabove are hereinafter defined); and

WHEREAS, for purposes of financing the costs of the Projects, the Mayor and Common Council of the Town requested that the Trustee sell and execute and deliver the Town of Camp Verde, Arizona Pledged Revenue Obligation, Taxable Series 2022, in the principal amount of \$____,000 (the “Obligation”); and

WHEREAS, the Town and the Trustee will enter into this Trust Agreement to facilitate the administration of the financing of the costs of the Projects, and the Trustee has full legal authority and is duly empowered to enter into this Trust Agreement and has taken all actions necessary to authorize the execution and delivery hereof;

NOW, THEREFORE, in consideration for the Obligation executed and delivered under this Trust Agreement; the acceptance by the Trustee of the trusts created herein; the purchase and acceptance of the Obligation by the Owner, and to secure the payment of principal and interest (to the extent provided herein) represented by the Obligation, the rights of the Owner of the Obligation and the performance and the observance of the covenants and conditions contained in the Obligation, the Purchase Agreement and herein, and the performance and the observance of all of the covenants and conditions contained therein, the Town absolutely and irrevocably pledges and assigns to the Trustee, and the Trustee hereby declares an irrevocable trust and acknowledges its acceptance of all right, title and interest in and to the following described trust estate, which shall be administered by the Trustee according to the provisions of this Trust Agreement:

A. All right, title and interest of Seller in, under and pursuant to the Purchase Agreement, the Payments and any other amounts payable by the Town under the Purchase Agreement and the present and continuing right to (i) make claim for, collect or cause to be collected, receive or cause to be received all such revenues, receipts and other sums of money payable or receivable thereunder, (ii) bring actions and proceedings thereunder or for the enforcement of such rights, and (iii) do any and all other things which the Seller is or may become entitled to do thereunder;

B. Amounts on deposit from time to time in the funds created pursuant hereto, except, notwithstanding any provision herein to the contrary, in the Additional Projects Fund, subject to the provisions of this Trust Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

C. Any and all other real or personal property of any kind from time to time hereafter by delivery or by writing of any kind specifically conveyed, pledged, assigned or transferred, as and for additional security hereunder for the Obligation, by the Seller or by anyone on its behalf or with its written consent, in favor of the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof,

TO HAVE AND TO HOLD, all and singular, the trust estate, including all additional property which by the terms hereof has or may become subject to the encumbrance of this Trust Agreement, unto the Trustee and its successors and assigns, forever, subject, however, to the rights of the Town, its successors and assigns, under the Purchase Agreement;

IN TRUST, however, for the benefit and security of the Owner. conditioned, however, that if the Town shall well and truly pay or cause to be paid fully and promptly when due all indebtedness, liabilities, obligations and sums at any time secured hereby, including interest and attorneys' fees, and shall promptly, faithfully and strictly keep, perform and observe or cause to be kept, performed and observed all of its covenants, warranties and agreements contained herein, this Trust Agreement shall be and become void and of no further force and effect; otherwise, the same shall remain in full force and effect, and upon the trust and subject to the covenants and conditions hereinafter set forth. For such purposes, the Town and the Trustee hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1. Definitions. In addition to the terms defined in the first paragraph hereof and in the Recitals hereto and in the Purchase Agreement and unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Trust Agreement, have the meanings herein specified.

“Additional Projects” means the acquisition of the evidence(s) of payment executed and delivered by PSPRS as a result of any Future Funding.

“Additional Projects Fund” means the fund of that name established pursuant to Article III and held by the Trustee.

“Additional Revenue Obligations” means any additional obligations which may hereafter be issued or incurred by the Town (or any financing conduit acting on behalf of the Town) having a lien upon and payable from the Excise Tax Revenues and the State Shared Revenues on a parity with, and in compliance with the terms of, the Parity IGA, the Second

Purchase Agreement, the Third Purchase Agreement, the Fourth Purchase Agreement and the Purchase Agreement.

“Authorized Officer” means an officer of the Town authorized to give Instructions; provided, however, that the Town shall provide to the Trustee an incumbency certificate listing Authorized Officers and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Town, whenever a person is to be added or deleted from the listing.

“Bond Proceeds Fund” means the fund of that name established pursuant to Article II and held by the Trustee.

“Business Day” means any day of the week other than a Saturday, Sunday or a day which shall be in the State a legal holiday or a day on which the Trustee is authorized or obligated by law or executive order to close or a day on which the Federal Reserve is closed as modified by the effect of Section 9.6.

“Closing Date” means February __, 2022.

“Corporate Trust Office” means the office of the Trustee designated in Section 12.2 or any successor corporate trust office.

“Costs of Issuance Fund” means the fund of that name established pursuant to Article III and held by the Trustee.

“Current Funding” means the funding of all or a portion of the Town’s unfunded liabilities with respect to PSPRS in connection with the Project.

“Defaulted Interest” has the meaning provided in Section 2.10(b).

“Defeasance Obligations” means, to the extent permitted by law, (1) cash, (2) non-callable direct obligations of the United States of America (“Treasuries”), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) pre-refunded municipal obligations rated “AAA” and “Aaa” by S&P and Moody’s, respectively, (5) securities eligible for “AAA” defeasance under then-existing criteria of S&P or (6) any combination of the foregoing.

“Delivery Costs” means all items of expense directly or indirectly payable by or reimbursable to the Town or the Trustee relating to the sale and execution and delivery of the Purchase Agreement, this Trust Agreement and the Obligation, including but not limited to filing and recording costs, settlement costs, printing costs, reproduction and binding costs, initial fees and charges of the Trustee, financing discounts, legal fees and charges, insurance fees and charges, financial and other professional consultant fees, costs of rating agencies for credit

ratings, fees for execution, transportation and safekeeping of the Obligation and charges and fees in connection with the foregoing.

“Depository Trustee” means any bank or trust company, which may include the Trustee, designated by the Town, with a combined capital and surplus of at least Fifty Million Dollars (\$50,000,000) and subject to supervision or examination by federal or State of Arizona authority.

“Designated Office” means the office designated as such by the Trustee in writing to the Town.

“Electronic Means” means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

“Event of Default” means an event of default under the Purchase Agreement as provided in Section 9 thereof.

“Excise Tax Revenues” means revenues from the unrestricted transaction privilege (sales) tax, business license and franchise fees, parks and recreation fees and permits and fines and forfeitures which the Town imposes; provided that the Mayor and Common Council of the Town may impose other transaction privilege taxes in the future, the uses of revenue from which will be restricted, at the discretion of such Council.

“Fourth Purchase Agreement” means the Fourth Purchase Agreement, dated as of July 1, 2020, by and between U.S. Bank National Association, as seller, and the Town, as purchaser.

“Future Funding” means the funding of all or a portion of the Town’s future unfunded liabilities with respect to PSPRS or the transfer to PSPRS of amounts to be held for payment of amounts due from the Town to PSPRS.

“Independent Counsel” means an attorney duly admitted to the practice of law before the highest court of the state in which such attorney maintains an office and who is not an employee of the Town or the Trustee and which may include the counsel giving a Special Counsel’s Opinion.

“Instructions” means instructions including funds transfer instructions given pursuant to this Trust Agreement.

“Interest Payment Date” means each February 1 and August 1, commencing _____ 1, 20__, provided that, pursuant to Section 9.6, if any such day is not a Business Day, any payment due on such date may be made on the next Business Day, without additional interest and with the same force and effect as if made on the specified date for such payment.

“Market Value” means the indicated bid value of the investment or investments to be valued as shown in The Wall Street Journal or any publication having general acceptance as a source of valuation of the same or similar types of securities or any securities pricing service available to or used by the Trustee (including brokers and dealers in securities) and generally accepted as a source of valuation on which the Trustee may conclusively rely, without liability.

“Moody’s” means Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Town by notice to the Trustee.

“Notification” shall have the meaning provided in Section 10.3.

“Owner” or any similar term, when used with respect to an Obligation means _____, or the entity provided in Section 2.8.

“Parity IGA” means the Amendment to and Restatement of the Intergovernmental Agreement, dated as of July 24, 2009, between the Town and the Camp Verde Sanitary District.

“Payment Fund” means the fund of that name established pursuant to Article V and held by the Trustee.

“Payments” means the “Payments” required to be paid by the Town pursuant to Section 1(c) of the Purchase Agreement and as set forth in the Schedule to the Purchase Agreement, subject to the provisions of Section 5.2(b).

“Permitted Investments” means any investment permitted by applicable law, including Section 35-323, Arizona Revised Statutes including the following:

- A. Direct obligations of, and obligations fully and unconditionally guaranteed as to timely payment by, the United States government and any agency, instrumentality, or establishment of the United States government (“Government Securities”).
- B. Commercial paper having, at the time of investment or contractual commitment to invest therein, a rating from Moody’s and S&P, of A1 and P1, respectively.
- C. Repurchase and reverse repurchase agreements collateralized with Government Securities, including those of the Trustee or any of its affiliates.
- D. Investment in money market mutual funds having a rating in the highest investment category granted thereby from S&P or Moody’s including those for

which the Trustee or an affiliate receives and retains a fee for services provided to the fund, whether as a custodian, transfer agent, investment advisor or otherwise.

E. Bank deposit products, demand deposits, including interest bearing money market accounts, time deposits, trust funds, trust accounts, overnight bank deposits, interest-bearing deposits, and certificates of deposit, including those placed by a third party pursuant to an agreement between the Trustee and the Town, or bankers acceptances of depository institutions, including the Trustee or any of its affiliates which are fully FDIC-insured.

“Project” means the acquisition of the evidence of payment executed and delivered by PSPRS as a result of the Current Funding.

“Projects” means, collectively, the Project and the Additional Projects.

“PSPRS” means the Arizona Public Safety Personnel Retirement System.

“Purchase Agreement” means the Fifth Purchase Agreement, dated as of February 1, 2022, by and between the Trustee, as seller, and the Town, as purchaser.

“Regular Record Date” means the close of business on the fifteenth day of the month preceding each Interest Payment Date.

“Responsible Officer” means, when used with respect to the Trustee, the president, any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, any senior associate, any associate or any other officer of the Trustee within the Corporate Trust Office customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at the Corporate Trust Office because of such person’s knowledge of and familiarity with the particular subject and having direct responsibility for the administration of this Trust Agreement.

“S&P” means Standard & Poor’s Financial Services, LLC, a limited liability company organized and existing under the laws of the State of New York, its successors and assigns, and, if such company shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “S&P” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Town by notice to the Trustee.

“Second Purchase Agreement” means the Second Purchase Agreement, dated as of October 1, 2014, by and between The Bank of New York Mellon Trust Company, N.A., as seller, and the Town, as purchaser.

“Special Counsel’s Opinion” means an opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the Town.

“Special Record Date” has the meaning provided in Section 2.11(d).

“State” means the State of Arizona.

“State Shared Revenues” means any amounts of excise taxes, transaction privilege (sales) taxes and income taxes imposed by the State or any agency thereof and returned, allocated or apportioned to the Town, except the Town’s share of any such taxes which by State law, rule or regulation must be expended for other purposes, such as motor vehicle fuel taxes.

“Third Purchase Agreement” means the Third Purchase Agreement, dated as of December 1, 2017, by and between The Bank of New York Mellon Trust Company, N.A., as seller, and the Town, as purchaser.

“Town Representative” means the Town Manager, the Town Finance Director or any other person authorized by the Town Manager or the Mayor and Common Council of the Town to act on behalf of the Town with respect to this Trust Agreement.

Section 1.2. Interpretation.

(a) Any reference herein to the Mayor and Common Council of the Town or any officer of the Town shall include those succeeding to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

(b) Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender.

(c) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof. References to “Articles” and “Sections” are to those in this Agreement.

Section 1.3. Obligation Not General Obligation of the Town. The Obligation shall be payable solely out of the revenues and other security pledged hereby and shall not constitute an indebtedness or general obligation of the Town within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Town or be a charge against the Town’s general credit or a charge against the general credit or the taxing powers of the State or any political subdivision thereof.

ARTICLE II
SPECIAL REVENUE OBLIGATION

Section 2.1. Authorization of the Obligation. The Trustee is hereby authorized and directed to execute and deliver to the Owner, the Obligation in the form of a single, certificated Obligation, registered in the name of the Owner, in the principal amount of \$____,000, evidencing all of the ownership interests in the Payments. In no event shall the Obligation be deemed a liability, debt or obligation of the Trustee.

Section 2.2. Date; Interest Accrual. The Obligation shall be dated the Closing Date, and interest represented thereby shall be payable from such date or from the most recent Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Obligation.

Section 2.3. Payment Amount and Date and Interest Rate. The stated payment date of the Obligation shall be August 1, 20__, and interest with respect thereto shall be computed at the rate of ____%.

Section 2.4. Interest on Obligation. Interest represented by the Obligation shall be payable semiannually on February 1 and August 1 of each year commencing _____ 1, 20__, to and including the date of payment or prepayment of the amount of principal represented by the Obligation. Except for the initial period, said interest shall represent the portion of the Payments designated as interest and coming due during the six-month period preceding each Interest Payment Date with respect to the Obligation. The proportionate share of the portion of the Payments designated as interest with respect to the Obligation shall be computed by multiplying the portion of Payments designated as principal with respect to the Obligation by the rate of interest applicable to the Obligation (on the basis of a 360-day year of twelve 30-day months), except that the first portion of the Payments designated as interest shall be for interest from the date of initial execution and delivery to _____ 1, 20__.

Section 2.5. Form. The Obligation shall be in the form of one fully registered, physically certificated Obligation registered in the name of the Owner, substantially in the form set forth in Exhibit A hereto.

Section 2.6. Execution. The Obligation shall be executed by and in the name of the Trustee by the manual signature of an authorized representative of the Trustee. If any representative whose signature appears on the Obligation ceases to be such representative before the Closing Date, such signature shall nevertheless be as effective as if the representative had remained in office until the Closing Date. The Obligation may be executed on behalf of the Trustee by such person as at the actual date of the execution of such Obligation shall be the proper authorized representative of the Trustee although at the nominal date of the Obligation such person shall not have been such authorized representative of the Trustee. The Obligation shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under this Trust Agreement unless and until executed and delivered by the Trustee. The execution by the Trustee of the Obligation shall be conclusive evidence that the Obligation has been duly authorized and delivered hereunder and is entitled to the security and benefit of this Trust Agreement.

Section 2.7. Application of Proceeds. The proceeds received by the Trustee from the sale of the Obligation (\$____,000.00) shall forthwith be applied by the Trustee as follows:

- (1) \$_____ shall be deposited in the Costs of Issuance Fund;
- (2) \$_____ shall be deposited in the Additional Projects Fund;

and

(3) \$_____ shall be deposited in the Bond Proceeds Fund, a special trust fund established by the Trustee pursuant to this Trust Agreement designated as the “Town of Camp Verde Series 2022 Bond Proceeds Fund” (herein referred to as the “Bond Proceeds Fund”). The Trustee shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Trust Agreement.

The amount deposited to the Bond Proceeds Fund shall be transferred immediately, without requisition or other documentation, to PSPRS pursuant to the wire instructions set forth in the Final Closing Memorandum with respect to the Obligation (such transfer to otherwise occur without requisition or other documentation), to cause the Current Funding. After such transfer, the Bond Proceeds Fund shall be closed by the Trustee.

Section 2.8. Transfer and Exchange.

(a) The Obligation may, in accordance with its terms, be transferred upon the registration books for the Obligation required to be kept pursuant to the provisions of Section 2.12 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Obligation for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed; provided, that the transferee represents to the Trustee that: (i) it has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment in the Obligation; (ii) it understands that neither this Trust Agreement nor the Obligation will be registered pursuant to the Securities Act of 1933, as amended; (iii) it is (A) an affiliate of _____, (B) a “Bank” as defined in Section 3(a)(2) of the Securities Act of 1933, as amended, (C) an “accredited investor” within the meaning of Regulation D promulgated pursuant to the Securities Act of 1933, as amended, or (D) a qualified institutional buyer within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended; and (iv) its present intention is to acquire such interest (A) for investment for its own account, or (B) for resale in a transaction exempt from registration under the Securities Act of 1933, as amended; *provided, however*, that there shall be only be one outstanding Obligation at any time. The foregoing transfer restriction shall be set forth on the face of each Obligation. Whenever the Obligation shall be surrendered for transfer, the Trustee shall execute and deliver a new Obligation in fully registered, physically certificated form for the payment amount then remaining unpaid with respect to such Obligation.

(b) The Obligation may be exchanged at the Designated Office for a like aggregate principal amount of Obligation. In connection with any such exchange or transfer of an Obligation, the Owner requesting such exchange or transfer shall, as a condition precedent to the exercise of the privilege of making such exchange or transfer, remit to the Trustee an amount sufficient to pay any tax or other governmental charge required to be paid, other than one imposed by the Town (which will not be payable by the Trustee), or any fee or expense of the Trustee or the Town with respect to such exchange or transfer.

(c) The Trustee may, but shall not be obligated to, exchange or register the transfer of an Obligation (i) if principal represented by the Obligation is to be prepaid, or (ii) during a period of fifteen (15) days preceding the giving of a notice of prepayment. Any

notice of prepayment which has been given to the transferor shall be binding on the transferee and a copy of the notice of prepayment shall be delivered by the Trustee to the transferee along with the duly registered Obligation.

Section 2.9. Obligations Mutilated, Lost, Destroyed or Stolen. If the Obligation shall become mutilated, the Trustee, at the expense of the Owner, shall execute and deliver a new Obligation of like tenor and amount in exchange and substitution for the Obligation so mutilated, but only upon surrender to the Trustee of the Obligation so mutilated. Any mutilated Obligation so surrendered to the Trustee shall be cancelled by it and redelivered to the Owner. If the Obligation shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee, and, if such evidence is satisfactory to the Trustee and, if an indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Owner, shall execute and deliver a new Obligation to the Owner of like tenor and amount and numbered as the Trustee shall determine in lieu of and in substitution for the Obligation so lost, destroyed or stolen. The Trustee may require payment of an appropriate fee for each new Obligation delivered under this Section and of the expenses which may be incurred by the Trustee in carrying out the duties under this Section. The Trustee shall not be required to treat both the original Obligation and any replacement Obligation as being outstanding. Notwithstanding any other provision of this Section, in lieu of delivering a new Obligation for an Obligation which has been mutilated, lost, destroyed or stolen, and which has matured, the Trustee may make payment with respect to such Obligation upon receipt of the aforementioned indemnity.

Section 2.10. Payment.

(a) The principal (except the final payment thereof whether because of payment or prepayment) and interest due with respect to the Obligation (except that due upon such final payment) shall be payable in lawful money of the United States of America by wire transfer as instructed by the Owner by written request of the Trustee at least twenty (20) days before the Interest Payment Date specifying the account address. The final payment of principal of the Obligation plus accrued interest to the date of payment thereof shall be paid in lawful money of the United States of America upon surrender when due at the Designated Office.

(b) Any interest represented by the Obligation which is payable on, but is not punctually paid or duly provided for on, any Interest Payment Date (“Defaulted Interest”) shall forthwith cease to be payable to the Owner on the relevant Regular Record Date solely by virtue of such Owner having been such Owner. Such Defaulted Interest shall thereupon be paid, together with interest thereon at the same rate per annum as such Defaulted Interest, by the Trustee (out of funds provided to it by the Town) to the Owner at the close of business on a special record date for the payment of such portion of Defaulted Interest as may then be paid from the sources herein provided (the “Special Record Date”). When the Trustee has funds available to pay the Defaulted Interest and interest thereon, the Trustee shall fix a Special Record Date for the payment of such Defaulted Interest and interest thereon which shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment by the Trustee. The Trustee shall promptly cause notice of the proposed payment of such Defaulted Interest and interest thereon and the Special Record Date therefor to be mailed,

first class postage prepaid, to the Owner not less than ten (10) days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and interest thereon and the Special Record Date therefor having been mailed as aforesaid, such Defaulted Interest and interest thereon shall be paid to the Owner on such Special Record Date.

Section 2.11. Execution of Documents and Proof of Ownership.

(a) Any request, direction, consent, revocation of consent or other instrument in writing required or permitted by this Trust Agreement to be signed or executed by the Owner may be in any number of concurrent instruments of similar tenor, and may be signed or executed by the Owner in person or by its attorneys or agents appointed by an instrument in writing for that purpose. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent, and of the ownership of the Obligation shall be sufficient for any purpose of this Trust Agreement (except as otherwise herein provided), if the fact and date of the execution by the Owner or the attorney or agent thereof of any such instrument and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public, or other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the persons signing such instruments acknowledged the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate shall also constitute sufficient proof of his authority.

(b) Nothing contained in this Article II shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which the Trustee may deem sufficient.

ARTICLE III
ADDITIONAL PROJECTS FUND; COSTS OF ISSUANCE FUND

Section 3.1. Establishment and Application of Additional Projects Fund.

(a) The Trustee shall establish a fund designated as the “Town of Camp Verde Series 2022 Additional Projects Fund” (herein referred to as the “Additional Projects Fund”), shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Trust Agreement. The Additional Projects Fund is not part of the trust estate established hereby.

(b) Amounts in the Additional Projects Fund (including any amounts transferred by the Town to the Trustee for deposit to the Additional Projects Fund after the deposit described in Section 2.7(2)) shall be disbursed upon receipt of an order for disbursement (on which the Trustee is entitled to rely), substantially in the form attached hereto as Exhibit B, executed or approved by the Town Representative providing for a transfer to PSPRS to cause a Future Funding. Each such requisition shall set forth the amount to be disbursed for payment and shall have attached to it the form of evidence of payment that the Town expects to receive from PSPRS upon receipt of the payment to PSPRS. (The provision of evidence of acquisition

of the Additional Projects for purposes of Section 1(a) of the Purchase Agreement shall be the actual evidence of payment received from PSPRS.)

(c) Amounts remaining in the Additional Projects Fund on the final Interest Payment Date shall be transferred to the Payment Fund; provided, however, that if at such time the amount in the Additional Projects Fund exceeds the payment to be made to the Owner on the final Interest Payment Date, such excess shall be paid over to the Town on the final Interest Payment Date. After such transfers, the Additional Projects Fund shall be closed. If the Additional Projects Fund is depleted prior to the final Interest Payment Date, the Additional Projects Fund shall be closed.

(d) The Trustee shall be responsible for the safekeeping and investment of the moneys held in the Additional Projects Fund in Permitted Investments, upon the written direction of the Town Representative as provided in Section 6.2.

Section 3.2. Establishment and Application of Costs of Issuance Fund.

(a) The Trustee shall establish a special trust fund designated as the “Town of Camp Verde Series 2022 Costs of Issuance Fund” (herein referred to as the “Costs of Issuance Fund”), shall keep such fund separate and apart from all other funds and moneys held by it and shall administer such fund as provided in this Trust Agreement.

(b) Amounts in the Costs of Issuance Fund shall be disbursed for Delivery Costs. Disbursements from the Costs of Issuance Fund shall be made by the Trustee upon receipt of a requisition for disbursement (on which the Trustee is entitled to conclusively rely) executed or approved by the Town Representative. Each such certificate shall set forth the amounts to be disbursed for payment, or reimbursement of previous payments, of Delivery Costs and the person or persons to whom said amounts are to be disbursed. The Trustee has no duty or obligation to confirm that such disbursements constitute Delivery Costs.

(c) On the earlier of June 1, 2022, or when all Delivery Costs associated with the Obligation have been paid (as shown by a certificate of a Town Representative, if requested by the Trustee), the Trustee shall transfer any amounts remaining in the Costs of Issuance Fund to the Payment Fund, and the Costs of Issuance Fund shall be closed.

ARTICLE IV
PREPAYMENT OF OBLIGATION

Section 4.1. Prepayment Provisions.

(a) Principal represented by the Obligation is subject to prepayment from prepayments made by the Town pursuant to Section 7 of the Purchase Agreement, in whole or in part on any date on or after August 1, 20__, at a price equal to the principal amount thereof to be prepaid, together with accrued interest to the date fixed for prepayment, but without premium.

(b) Principal represented by the Obligation shall be prepaid on August 1 of the years indicated and in the amounts indicated at a price equal to the amount thereof plus interest accrued to the date of prepayment, but without premium:

Year Prepaid	Principal Amount Prepaid
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A remaining principal amount of \$____,000 of the Obligation shall be paid on August 1, 20__.

(c) Whenever the Obligation is purchased, prepaid (other than pursuant to mandatory prepayment) or delivered by the Town to the Trustee for cancellation, the principal amount of the Obligation represented thereby so retired shall satisfy and be credited against the mandatory prepayment requirements for the Obligation for such years as the Town may direct in writing.

Section 4.2. Notice of Prepayment; Effect.

(a) The Trustee shall cause notice of any optional prepayment hereunder to be transmitted by Electronic Means to the Owner. Such notice shall (1) be sent no more than 60 nor less than 30 calendar days prior to the prepayment date, (2) specify with respect to the Obligation the prepayment date and the prepayment price, (3) set forth the name, address and telephone number of the person from whom information pertaining to the prepayment may be obtained, and (4) state that on the prepayment date the Obligation will be payable at the Designated Office and that from that date interest will cease to accrue.

(b) If at the time of giving of notice of the optional prepayment of principal represented by the Obligation, there has not been deposited with the Trustee moneys or Defeasance Obligations sufficient to prepay the Obligation and the requirements of (d) below are not satisfied, then such notice shall state that the prepayment is conditional upon the deposit of moneys or Defeasance Obligations sufficient for the prepayment with the Trustee and satisfaction of such requirements not later than the opening of business on the prepayment date, and such notice will be of no effect and such Obligation shall not be prepaid unless such moneys or Defeasance Obligations are so deposited and such requirements in (d) below are met.

(c) Notice having been provided in the manner provided in (b) above, the Obligation shall become due and payable on the prepayment date and shall be paid at the prepayment price, plus accrued interest to the prepayment date.

(d) If the money or Defeasance Obligations for the prepayment of the Obligation to be prepaid, together with interest accrued thereon to the prepayment date, is held by the Trustee on the prepayment date, so as to be available therefor on that date, then from and after the prepayment date such principal thereof to be prepaid shall cease to bear interest, and the Obligation no longer shall be considered to be outstanding hereunder. If those moneys shall not be so available on the prepayment date, such principal shall continue to bear interest, until paid, at the same rate as they would have borne otherwise.

(e) Moneys deposited in the Payment Fund and held by the Trustee for the prepayment of the Obligation shall be held in trust for the account of the Owner and shall be paid when due.

Section 4.3. Partial Prepayment of Obligation. Upon surrender of the Obligation, the principal portion of which has been prepaid in part only, the Trustee shall execute and deliver to the Owner thereof, at the expense of the Town, a new Obligation equal in aggregate payment amount to the unpaid portion of the Obligation surrendered.

ARTICLE V PAYMENT FUND

Section 5.1. Trustee's Rights in Purchase Agreement. The Trustee holds in trust hereunder all of its rights and duties in the Purchase Agreement, including but not limited to all of the rights to receive and collect all of the Payments and all other amounts required to be deposited in the Payment Fund pursuant to the Purchase Agreement or pursuant hereto. All of the Payments and such other amounts to which the Seller may at any time be entitled shall be paid directly to the Trustee in trust, and all of the Payments collected or received by the Trustee shall be held by the Trustee in trust hereunder in the Payment Fund for the benefit of the Owner.

Section 5.2. Establishment and Application of Payment Fund.

(a) The Trustee shall establish a special trust fund designated as the "Town of Camp Verde Series 2022 Payment Fund" (herein referred to as the "Payment Fund"). So long as the Obligation is outstanding, the Town shall have no beneficial right or interest in the Payment Fund or the moneys deposited therein, except only as provided in this Trust Agreement, and such moneys shall be used and applied by the Trustee as hereinafter set forth.

(b) Subject to the limitations pursuant to the Purchase Agreement with respect to the Excise Tax Revenues and the State Shared Revenues, the Town shall be required to make the Payments, taking into account any funds on deposit in the Payment Fund as a credit towards any Payment then due. Not less than ten (10) Business Days prior to each Interest Payment Date, the Trustee shall notify the Town of the amount required to be paid, after taking into account amounts which will be transferred to the Payment Fund in accordance herewith, on

or before such Interest Payment Date, so that a sufficient amount will then be on deposit for both principal and interest represented by the Obligation then due. All amounts received by the Trustee as Payments pursuant to the Purchase Agreement or as transfers pursuant hereto shall be deposited in the Payment Fund.

(c) All amounts in the Payment Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal, interest and premium, if any, represented by the Obligation as the same shall become due and payable, in accordance with the provisions of Articles II and IV.

Section 5.3. Transfers of Investment Earnings to Payment Fund. Except as otherwise directed by the Town, the Trustee shall, on or before the next Interest Payment Date occurring on August 1, transfer any income or profit on the investment of moneys in the funds hereunder to the Payment Fund.

Section 5.4. Surplus. Any surplus remaining in any of the funds created hereunder, after prepayment and payment or provision for prepayment and payment of the Obligation, including accrued interest and prepayment premium, if any, and payment of any applicable fees, expenses or indemnities to the Trustee, or provision for such prepayment and payment having been made to the satisfaction of the Trustee, shall be withdrawn by the Trustee and remitted to the Town.

ARTICLE VI MONEYS IN FUNDS; INVESTMENT

Section 6.1. Held in Trust. The moneys and investments held by the Trustee under this Trust Agreement are irrevocably held in trust for the benefit of the Owner, except, notwithstanding anything herein to the contrary, amounts on deposit in the Additional Projects Fund, and for the purposes herein specified, and such moneys, and any income or interest earned thereon, shall be expended only as provided in this Trust Agreement and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of the Town or the Owner.

Section 6.2. Investments Authorized. Upon written order of the Town Representative and subject to the limitations provided herein, moneys held by the Trustee hereunder shall be invested and reinvested by the Trustee, to the maximum extent practicable in Permitted Investments. The Town Representative shall direct such investment in specific Permitted Investments. Such investments, if registrable, shall be registered in the name of the Trustee and shall be held by the Trustee. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving full consideration to the time at which funds are required to be available. The Trustee may act as purchaser or agent in the making or disposing of any investment. The Trustee shall have no obligation to invest and reinvest any cash held by it hereunder in the absence of timely and specific written direction from the Town Representative. In no event shall the Trustee be liable for the selection of investments. The Trustee may conclusively rely upon such written direction from the Town Representative as to both the suitability and legality of the directed investments. The Town acknowledges that regulations of

the Comptroller of the Currency grant the Town the right to receive brokerage confirmations of the security transactions as they occur, at no additional cost. To the extent permitted by law, the Town specifically waives compliance with 12 Code of Federal Regulations 12 and hereby notifies the Trustee that no brokerage confirmations need be sent relating to the security transactions as they occur. The Trustee may elect, but shall not be obligated, to credit the funds and accounts held by it with moneys representing income or principal payments due on, or sales proceeds due in respect of, Permitted Investments in such funds and accounts, or to credit to Permitted Investments intended to be purchased with such moneys, in each case before actually receiving the requisite moneys from the payment source, or to otherwise advance funds for account transactions. The Town acknowledges that the legal obligation to pay the purchase price of any Permitted Investment arises immediately at the time of the purchase. Notwithstanding anything else in this Trust Agreement, (i) any such crediting of funds or assets shall be provisional in nature, and the Trustee shall be authorized to reverse any such transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in this Trust Agreement shall constitute a waiver of any of the Trustee's rights as a securities intermediary under Uniform Commercial Code Section 9-206.

Section 6.3. Accounting. The Trustee shall furnish to the Town, not less than semiannually, an accounting (which may be in the form of its customary statement) of all investments made by the Trustee. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 6.2.

Section 6.4. Allocation of Earnings. Any income, profit or loss on such investments shall be deposited in or charged to the respective funds from which such investments were made, and any interest on any deposit of funds shall be deposited in the fund from which such deposit was made, except as otherwise provided herein.

Section 6.5. Valuation and Disposition of Investments. For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at Market Value. The Trustee may sell or present for redemption, any Permitted Investment so purchased by the Trustee whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund to which such Permitted Investment is credited, and the Trustee shall not be liable or responsible for any loss resulting from such investment.

ARTICLE VII THE TRUSTEE

Section 7.1. Appointment of Trustee. The Town hereby authorizes and directs the Trustee to, and the Trustee shall, execute and deliver the Purchase Agreement, as Seller, and receive all moneys required to be deposited with the Trustee hereunder and shall allocate, use and apply the same as provided in this Trust Agreement. The Town shall maintain as the Trustee a bank or trust company with a combined capital and surplus of at least Fifty Million Dollars (\$50,000,000), and subject to supervision or examination by federal or State authority, so long as the Obligation is outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or

examining authority above referred to then for the purpose of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Section 7.2. Liability of Trustee; Standard of Care. Except with respect to its authority and power generally and authorization to execute this Trust Agreement, the recitals of facts, covenants and agreements herein, in the Purchase Agreement and in the Obligation shall be taken as statements, covenants and agreements of the Town, and the Trustee assumes no responsibility for the correctness of the same, or makes any representations as to the validity hereof or sufficiency of this Trust Agreement, the Purchase Agreement or of the Obligation or shall incur any responsibility in respect hereof or thereof, other than in connection with the duties or obligations herein or in the Obligation assigned to or imposed upon it. Prior to the occurrence of an Event of Default, or after the timely cure of an Event of Default, the Trustee shall perform only such duties as are specifically set forth in this Trust Agreement and no implied obligations or covenants should be read into this Trust Agreement against the Trustee. After the occurrence of an Event of Default, the Trustee shall exercise such of the rights and powers vested in it, and use the same degree of care and skill in such exercise, as a prudent person would exercise under the circumstances in the conduct of its own affairs.

Section 7.3. Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall be eligible under Section 7.1, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 7.4. Protection and Rights of the Trustee.

(a) The Trustee shall be protected and shall incur no liability in acting or proceeding in good faith upon any resolution, notice, telegram, request, consent, waiver, certificates, statements, affidavit, voucher, bond, requisition or other paper or document which it shall in good faith believe to be genuine and to have been passed or signed by the proper board or person or to have been prepared and furnished pursuant to any of the provisions of this Trust Agreement, and the Trustee shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument, but may accept and rely upon the same as conclusive evidence of the truth and accuracy of such statements. The Trustee shall not be bound to take any action at the request of the Owner unless the Obligation shall be deposited with the Trustee. The Trustee may consult with counsel with regard to legal questions, and the advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance therewith.

(b) Whenever in the administration of its duties under this Trust Agreement, the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) shall be deemed to be conclusively proved and established by the certificate of the Town Representative and such certificate shall be full

warranty to the Trustee for any action taken or suffered under the provisions of this Trust Agreement upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

(c) The recitals, statements and representations by the Town contained in this Trust Agreement, the Purchase Agreement and the Obligation shall be taken and construed as made by and on the part of the Town and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.

(d) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care. The Trustee shall not be answerable for the exercise of any discretion or power under this Trust Agreement or for anything whatever in connection with the funds and accounts established hereunder, except only for its own willful misconduct or negligence.

(e) No provision in this Trust Agreement shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability (including, without limitation, any and all environmental liability) in the performance of any of its duties hereunder or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not reasonably assured to it.

(f) The Trustee shall not be accountable for the use or application by the Town or any other party of the Obligation proceeds or any other funds which the Trustee has released in accordance with the terms of this Trust Agreement.

(g) The Trustee makes no representation or warranty, express or implied, as to the Projects. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from the Purchase Agreement or this Trust Agreement with respect to the Projects.

(h) Notwithstanding any provision in this Trust Agreement or the Purchase Agreement to the contrary, the Trustee shall not be required to take notice or be deemed to have notice of an Event of Default, except an Event of Default under Section 9(a)(i)(A) of the Purchase Agreement, solely with respect to payments of principal of and interest on the Obligation, unless a Responsible Officer of the Trustee has actual notice thereof or is specifically notified in writing of such default by the Town or the Owner.

(i) The Trustee shall have the right to accept and act upon Instructions, delivered using Electronic Means. If the Town elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Town understands and agrees that the Trustee cannot determine the identity of the actual sender of such

Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Town shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Town and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Town. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Town agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Town; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(j) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(k) The Trustee shall have no responsibility or liability with respect to any information, statements or recitals in any offering memorandum or other disclosure material prepared or distributed with respect to the execution and delivery of the Obligation.

(l) The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful default. The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the Projects.

(m) Before taking any action under this Trust Agreement relating to an Event of Default or in connection with its duties under this Trust Agreement other than making payments of principal and interest represented by the Obligation as they become due, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances and except liability which is adjudicated, to have resulted from its negligence or willful default in connection with any action so taken.

(n) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owner relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Trust Agreement.

(o) In acting or omitting to act pursuant to the Purchase Agreement or any other documents executed in connection herewith or therewith, the Trustee shall be entitled to all of the rights, immunities and indemnities accorded to it under this Trust Agreement, including, but not limited to, this Article VII.

Section 7.5. Compensation of Trustee. The Town shall from time to time, pursuant to a fee schedule agreed to between the Town and the Trustee (which schedule may be amended in writing), pay to the Trustee reasonable compensation for its services, including but not limited to advances to, and reasonable fees and expenses of, independent appraisers, accountants, consultants, counsel, agents and attorneys-at-law or other experts employed by it in the exercise and performance of its powers and duties hereunder. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law.

Section 7.6. Removal and Resignation of Trustee.

(a) The Town (but only if no Event of Default has occurred and is continuing) or the Owner, at any time upon thirty (30) days' prior written notice, and for any reason, may remove the Trustee and any successor thereto, but any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000) and subject to supervision or examination by federal or State authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or the requirements of any supervising or examining authority above referred to, then, for the purposes of this Section, the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) The Trustee may at any time resign by giving written notice to the Town. Upon receiving such notice of resignation, the Town shall promptly appoint a successor trustee by an instrument in writing; provided, however, that in the event that the Town does not appoint a successor trustee within thirty (30) days following receipt of such notice of resignation or its giving notice of removal, the retiring Trustee may petition the appropriate court having jurisdiction to appoint a successor trustee. Any resignation or removal of the Trustee and appointment of a successor trustee shall become effective upon acceptance of appointment by the successor trustee. The Trustee and the Town shall execute any documents reasonably required to effect the transfer of rights and obligations of the Trustee to the successor trustee subject, however, to the terms and conditions herein set forth, including, without limitation, the right of the predecessor Trustee to be paid and reimbursed in full for its reasonable charges and expenses (including reasonable fees and expenses of its counsel) and the indemnification under Sections 7.4 and 10.3. Upon such acceptance, the successor trustee shall mail notice thereof to the Owner.

Section 7.7. Appointment of Agent. The Trustee may appoint an agent or agents to exercise any of the powers, rights or remedies granted to the Trustee under this Trust Agreement and to hold title to property or to take any other action which may be desirable or necessary.

Section 7.8. Commingling. The Trustee may commingle any of the funds held by it pursuant to this Trust Agreement in a separate fund or funds for investment purposes only; provided, however, that all funds or accounts held by the Trustee hereunder shall be accounted for separately notwithstanding such commingling by the Trustee.

Section 7.9. Records. The Trustee shall keep complete and accurate records of all moneys received and disbursed under this Trust Agreement, which shall be available for inspection by the Town, or any of its agents, at any time, upon reasonable prior notice, during regular business hours. The Trustee shall provide the Town Representative with semiannual reports of funds transactions and balances.

ARTICLE VIII MODIFICATION OR AMENDMENT OF AGREEMENTS

Section 8.1. Amendments Permitted.

(a) This Trust Agreement and the rights and obligations of the Owner and the Purchase Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental or amending agreement which shall become effective when the written consent of the Owner shall have been filed with the Trustee. No such modification or amendment shall modify any of the rights or obligations of the Trustee without its written assent thereto. Any such supplemental or amending agreement shall become effective as provided in Section 8.2.

(b) This Trust Agreement and the rights and obligations of the Owner, and the Purchase Agreement and the rights and obligations of the parties thereto, may be modified or amended at any time by a supplemental or amending agreement, without the consent of the Owner, but only (1) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein reserved to the Trustee (for its own behalf) or the Town, (2) to secure additional revenues or provide additional security or reserves for payment of the Obligation, (3) to comply with the requirements of any state or federal securities laws or the Trust Indenture Act of 1939, as from time to time amended, if required by law or regulation lawfully issued thereunder, (4) to provide for the appointment of a successor trustee pursuant to the terms hereof, (5) to preserve the power of the Town to continue to issue bonds or incur obligations the interest on which is exempt from federal and State taxes; (6) to cure, correct or supplement any ambiguous or defective provision contained herein or therein or (7) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which shall not materially adversely affect the interests of the Owner as evidenced by a Special Counsel's Opinion delivered by the Town to the Trustee. Any such supplemental or amending agreement shall become effective upon execution and delivery by the parties hereto or thereto as the case may be. The Trustee may rely upon a Special

Counsel's Opinion as conclusive evidence that any such supplemental or amending agreement under Section 8.1 or Section 8.2 complies with this Article.

Section 8.2. Procedure for Amendment With Written Consent of Owner.

(a) This Trust Agreement and the Purchase Agreement may be amended by supplemental or amending agreement as provided in this Section in the event the consent of the Owner is required pursuant to Section 8.1. A copy of such supplemental or amending agreement, together with a request to the Owner for its consent thereto, shall be mailed by the Trustee to the Owner, but failure to mail copies of such supplemental or amending agreement and request shall not affect the validity of the supplemental or amending agreement when assented to as provided in this Section 8.2.

(b) Such supplemental or amending agreement shall not become effective unless there shall be filed with the Trustee the written consent of the Owner and a notice shall have been mailed as hereinafter in this Section provided. The consent of the Owner shall be effective only if accompanied by proof of ownership of the Obligation, which proof shall be such as is permitted by Section 2.11. Any such consent shall be binding upon the Owner and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

(c) After the Owner shall have filed its consent to such supplemental or amending agreement, the Trustee shall mail a notice to the Owner in the manner hereinbefore provided in this Section for the mailing of such supplemental or amending agreement of the notice of adoption thereof, stating in substance that such supplemental or amending agreement has been consented to by the Owner and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of such supplemental agreement or consents thereto). A record, consisting of the papers required by this Section to be filed with the Trustee, shall be conclusive proof of the matters therein stated. Such supplemental or amending agreement shall become effective upon the mailing of such last-mentioned notice, and such supplemental or amending agreement shall be deemed conclusively binding upon the parties hereto and the Owner after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within sixty (60) days.

Section 8.3. Effect of Supplemental Trust Agreement. From and after the time any supplemental or amending agreement becomes effective pursuant to this Article VIII, this Trust Agreement or the Purchase Agreement, as the case may be, shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and the Owner, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any supplemental or amending agreement shall be deemed to be part of the terms and conditions of this Trust Agreement or the Purchase Agreement, as the case may be, for any and all purposes.

Section 8.4. Endorsement or Replacement of Obligations Delivered After Amendments. The Trustee may determine that any Obligation delivered after the effective date of any action taken as provided in this Article shall bear a notation, by endorsement or otherwise, in form approved by the Trustee, as to such action. In that case, upon demand of the Owner, a suitable notation shall be made on such Obligation. The Trustee may determine that the delivery of a substitute Obligation, so modified as in the opinion of the Trustee is necessary to conform to the Owner's action, which substitute Obligation shall thereupon be prepared, executed and delivered. In that case, upon demand of the Owner, such substitute Obligation shall be exchanged at the Corporate Trust Office of the Trustee, without cost to the Owner, for the Obligation then outstanding, upon surrender of such outstanding Obligation.

Section 8.5. Amendatory Endorsement of Obligations. The provisions of this Article shall not prevent the Owner from accepting any amendment or supplement as to the Obligation, provided that proper notation thereof is made on the Obligation.

ARTICLE IX COVENANTS, NOTICES

Section 9.1. Compliance With and Enforcement of Purchase Agreement. The Town shall perform all obligations and duties imposed on it under the Purchase Agreement and shall not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be an Event of Default. The Town, immediately upon receiving or giving any notice, communication or other document in any way relating to or affecting any such action will deliver the same, or a copy thereof, to the Trustee.

Section 9.2. Observance of Laws and Regulations. The Town shall well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America, or of the State, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the Town, including its right to exist and carry on business as a political subdivision, to the end that such rights, privileges and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

Section 9.3. Recordation and Filing. The Town shall file this Trust Agreement (or a memorandum thereof or a financing statement with respect thereto), and all such documents as may be required by law (and shall take all further actions which may be necessary or be reasonably required by the Trustee which has no duty or obligation to impose such requirements), all in such manner, at such times and in such places as may be required by law in order fully to preserve, protect and perfect the security of the Trustee and the Owner.

Section 9.4. Further Assurances. The Trustee (at the reasonable request of the Town) and the Town shall make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention

or to facilitate the performance of this Trust Agreement and the Purchase Agreement and for the better assuring and confirming unto the Owner the rights and benefits provided herein.

Section 9.5. Notification to the Town of Failure to Make Payments. The Trustee shall notify the Town of any failure by the Town to make any Payment or other payment required under the Purchase Agreement to be made to the Trustee, in writing and within one (1) Business Day of any such failure. Such notice shall not be a prerequisite for the occurrence of an Event of Default.

Section 9.6. Business Days. Except as otherwise required herein, if this Trust Agreement or the Purchase Agreement requires any party to act on a specific day and such day is not a Business Day, such party need not perform such act until the next succeeding Business Day, and such act shall be deemed to have been performed on the day required.

ARTICLE X LIMITATION OF LIABILITY

Section 10.1. Limited Liability of the Town. Except for the payment of Payments from the Excise Tax Revenues and the State Shared Revenues when due in accordance with the Purchase Agreement and the performance of the other covenants and agreements of the Town contained in the Purchase Agreement and herein, the Town shall have no pecuniary obligation or liability to any of the other parties or to the Owner with respect to this Trust Agreement or the terms, execution, delivery or transfer of the Obligation or the distribution of Payments to the Owner by the Trustee.

Section 10.2. No Liability of the Town for Trustee Performance. The Town shall have no obligation or liability to any of the other parties or to the Owner with respect to the performance by the Trustee of any duty imposed upon it under this Trust Agreement.

Section 10.3. Indemnification of the Trustee.

(a) To the extent permitted by law, the Town shall indemnify and save the Trustee and its officers, directors, agents and employees, harmless for, from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of: (1) any breach or default on the part of the Town in the performance of any of its obligations under this Trust Agreement and any other agreement made and entered into for purposes of the Projects or any interest therein; (2) any act of negligence of the Town or of any of its agents, contractors, servants, employees or licensees with respect to the Projects; (3) any act of negligence of any assignee of, or purchaser from, the Town or of any of its or their agents, contractors, servants, employees or licensees with respect to the Projects; or (4) the exercise and performance by the Trustee of its powers and duties hereunder, under the Purchase Agreement or the Obligation or in connection with any document or transaction contemplated herewith or therewith. No indemnification will be made under this Section or elsewhere in this Trust Agreement for willful misconduct or negligence under this Trust Agreement by the Trustee, or by its officers, agents, employees, successors or assigns. As security for the payment of amounts due under Section 7.5 and this Section, the Trustee shall be secured under this Trust Agreement

by a lien prior to that for the Obligation. The obligations of the Town hereunder for indemnification under this Section shall remain valid and binding notwithstanding, and shall survive, the payment or prepayment of principal represented by the Obligation or resignation or removal of the Trustee or the termination of this Trust Agreement.

(b) Promptly after determining that any event or condition which requires or may require indemnification by the Town hereunder exists or may exist, or after receipt of notice of the commencement of any action in respect of which indemnity may be sought hereunder, the Trustee shall notify the Town in writing of such circumstances or action (the "Notification"). Failure to give such notification shall not affect the right of the Trustee to receive the indemnification provided for herewith. Upon giving of the Notification, the Trustee shall cooperate fully with the Town in order that the Town may defend, compromise or settle any such matters or actions which may result in payment by the Town hereunder. The Town shall give the Trustee notice of its election within fifteen (15) days after receiving the Notification whether the Town, at its sole cost and expense, shall represent and defend the Trustee in any claim or action which may result in a request for indemnification hereunder. If the Town timely gives the notice that it will represent and defend the Trustee thereafter, the Trustee shall not settle or compromise or otherwise interfere with the defense or undertakings of the Town hereunder; provided, however, the Trustee may retain its own counsel and still be indemnified against the cost of employing counsel and all other reasonable expenses despite an assumption of the defense by the Town if the Trustee believes in good faith that there are defenses available to it which are adverse to or in conflict with those available to the Town and which the Trustee believes in good faith cannot be effectively asserted by common counsel. The Trustee always has the right to employ separate legal counsel but, subject to the preceding sentence, the fees and expenses of its separate legal counsel must be paid by the Trustee unless the Town and the Trustee have mutually agreed to the employment of the Trustee's separate legal counsel. The Town shall not settle or compromise any claim or action against the Trustee without the written approval of the Trustee, except to the extent that the Town shall pay all losses and the Trustee shall be fully released from such claim or action. If the Town either fails to timely give its notice or notifies the Trustee that the Town will not represent and defend the Trustee, the Trustee may defend, settle, compromise or admit liability as it shall determine in the reasonable exercise of its discretion, at the expense of the Town. In the event the Town is required to and does indemnify the Trustee as herein provided, the rights of the Town shall be subrogated to the rights of the Trustee to recover such losses or damages from any other person or entity.

Section 10.4. Opinion of Counsel. Before being required to take any action, the Trustee may require an opinion of Independent Counsel acceptable to the Trustee, which opinion shall be made available to the other parties hereto upon request, or a verified certificate of any party hereto, or both, concerning the proposed action. If it does so in good faith, the Trustee shall be absolutely protected in relying thereon.

ARTICLE XI EVENTS OF DEFAULT AND REMEDIES OF OBLIGATION OWNER

Section 11.1. Seller's Rights Held in Trust. As provided herein, the Trustee holds in trust hereunder all of the Seller's rights in and to the Purchase Agreement, including

without limitation all of the Seller's rights to exercise such rights and remedies conferred on the Seller pursuant to the Purchase Agreement as may be necessary or convenient to enforce payment of the Payments and any other amounts required to be deposited in the Payment Fund and enforcement of the pledge of the Excise Revenues and the State Shared Revenues for the payment of the Obligation.

Section 11.2. Remedies Upon Default; No Acceleration. If an Event of Default shall happen, then and in each and every such case during the continuance of such Event of Default, the Trustee may, or upon request of the Owner and receiving indemnity satisfactory to it shall, exercise one or more of the remedies granted pursuant to the Purchase Agreement; provided, however, that notwithstanding anything herein or in the Purchase Agreement to the contrary, there shall be no right under any circumstances to accelerate the payment dates of the Obligation or otherwise to declare any of the Payments not then past due or in default to be immediately due and payable.

Section 11.3. Application of Funds. All moneys received by the Trustee pursuant to any right given or action taken pursuant to the provisions of this Article XI or Section 9 of the Purchase Agreement and all moneys otherwise than held by the Trustee shall be applied by the Trustee in the order following, in the case of the Obligation, upon presentation of the Obligation, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the fees, costs and expenses of the Trustee and then of the Owner in declaring such Event of Default, including reasonable compensation to its or their agents, attorneys and counsel and the creation of a reasonable reserve for anticipated fees, costs and expenses and

Second, to the payment of the whole amount then owing and unpaid with respect to the Obligation and, in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid with respect to the Obligation, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Section 11.4. Institution of Legal Proceedings. If one or more Events of Default shall happen and be continuing, the Trustee in its discretion may, and upon the written request of the Owner, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Owner by a suit in equity or action at law for the specific performance of any covenant or agreement contained herein. Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of the Owner any plan of reorganization, arrangement, adjustment, or composition affecting the Obligation or the rights of the Owner, or to authorize the Trustee to vote in respect of the claim of the Owner in any such proceeding without the approval of the Owner.

Section 11.5. Non-waiver. Except as otherwise provided in this Article, the Owner has the right to institute suit to enforce and collect the Payments as provided in the Purchase Agreement. No delay or omission of the Trustee or of the Owner to exercise any right

or power arising upon the happening of any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein, and every power and remedy given by this Article to the Trustee or the Owner may be exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owner.

Section 11.6. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owner, it shall have full power, in the exercise of its discretion for the best interests of the Owner, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, without the consent of the Owner.

Section 11.7. Limitation on Obligation Owner's Right to Sue. The Owner shall not have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Trust Agreement, unless (1) the Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default hereunder; (2) the Owner shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (3) the Owner shall have tendered to the Trustee indemnity satisfactory to it against the costs, expenses, and liabilities to be incurred in compliance with such request; and (4) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

ARTICLE XII MISCELLANEOUS

Section 12.1. Defeasance.

(a) If and when the Obligation or a portion thereof shall be paid and discharged in any one or more of the following ways:

(1) By paying or causing to be paid the principal, interest and premium, if any, represented by such Obligation, as and when the same become due and payable;

(2) By depositing with a Depository Trustee, in trust for such purpose, at or before the payment date therefor, money which, together with the amounts then on deposit in the Payment Fund is fully sufficient to pay or cause to be paid all principal, interest and premium, if any, due represented by the Obligation; or

(3) By depositing with a Depository Trustee, in trust for such purpose, any Defeasance Obligations which are noncallable in such amount as shall be certified to the Trustee and the Town in a report by an independent firm of nationally recognized certified public accountants acceptable to the Trustee and the Town, as being fully sufficient, together

with the interest to accrue thereon and moneys then on deposit in the Payment Fund together with the interest to accrue thereon, to pay and discharge or cause to be paid and discharged all principal, interest and premium, if any represented by the Obligation at its payment or prepayment dates, which deposit may be made in accordance with the provisions of Section 7 of the Purchase Agreement;

notwithstanding that the Obligation shall not have been surrendered for payment, all obligations of the Trustee and the Town shall cease and terminate, except only the obligation of the Trustee to pay or cause to be paid, from funds deposited pursuant to subsections (2) or (3) of this Section and paid to the Trustee by the Depository Trustee, to the Owner all sums due with respect thereto, and in the event of deposits pursuant to subsections (2) or (3), the Obligation shall continue to represent direct and proportionate interests of the Owner in such funds.

(b) Any funds held by the Trustee, at the time of one of the events described in paragraph (a) of this Section, which are not required for the payment to be made to Owner or for the payment of any other amounts due and payable by the Town hereunder or under the Purchase Agreement, shall be paid over to the Town.

(c) The Obligation or any portion thereof may be paid and discharged as provided in this Section; provided however, that if principal represented by the Obligation is to be prepaid, notice of such prepayment shall have been given in accordance with the provisions hereof or the Town shall have submitted to the Trustee instructions to be irrevocable as to the date upon which the Obligation or portion thereof is to be prepaid and as to the giving of notice of such prepayment; and provided further, that if the Obligation or portion thereof will not be payable within sixty (60) days of the deposit referred to in subsections (2) or (3) of this Section, the Trustee shall give notice of such deposit by Electronic Means to the Owner.

Section 12.2. Notices. All written notices to be given under this Trust Agreement shall be given by overnight delivery or courier or by mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice shall be effective upon deposit in the United States of America mail, postage prepaid or, in the case of personal delivery, upon delivery to the address set forth below:

If to the Town: Town of Camp Verde, Arizona
473 South Main Street
Camp Verde, Arizona 86322
Attention: Town Manager

If to the Trustee: U.S. Bank National Association
101 North First Avenue, Suite 1600
Phoenix, Arizona 85003
Attention: Global Corporate Trust

Section 12.3. Incorporation of State Statutes.

(a) As required by the provisions of Section 38-511, Arizona Revised Statutes, notice is hereby given that the Town may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the Town if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice is received by all other parties to the contract unless the notice specifies a later time. To the best knowledge of the Town and the Trustee, no basis exists for the Town to cancel this Trust Agreement pursuant to Section 38-511, Arizona Revised Statutes, as of the date hereof.

(b) To the extent applicable under Section 41-4401, Arizona Revised Statutes, the Trustee shall comply with all federal immigration laws and regulations that relate to its employees and its compliance with the “e-verify” requirements under Section 23-214(A), Arizona Revised Statutes. The breach by the Trustee of the foregoing shall be deemed a material breach of this Trust Agreement and may result in the termination of the services of the Trustee. The Town retains the legal right to randomly inspect the papers and records of the Trustee to ensure that the Trustee is complying with the above-mentioned warranty. The Trustee shall keep such papers and records open for random inspection during normal business hours by the Trustee. The Trustee shall cooperate with the random inspections by the Town including granting the Town entry rights onto its property to perform such random inspections and waiving its respective rights to keep such papers and records confidential. The Town shall preserve the confidentiality of any information, records or papers the Town views, accesses or otherwise obtains during any and every such random inspection.

(c) Pursuant to Section 35-393 et. seq., Arizona Revised Statutes, Trustee hereby certifies it is not currently engaged in, and for the duration of this Agreement shall not engage in, a boycott of Israel. The term “boycott” has the meaning set forth in Section 35-393, Arizona Revised Statutes. If Town determines that Trustee’s certification above is false or that it has breached such agreement, Town may impose remedies as provided by law.

Section 12.4. Governing Law. This Trust Agreement shall be construed and governed in accordance with the laws of the State.

Section 12.5. Binding Effect and Successors. This Trust Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this Trust Agreement either the Town or the Trustee is named or referred to, such reference shall be deemed to include successors or assigns thereof, and all the covenants and agreements in this Trust Agreement contained by or on behalf of the Town or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 12.6. Execution in Counterparts. This Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Trust Agreement.

Section 12.7. Destruction of Cancelled Obligations. Whenever in this Trust Agreement provision is made for the surrender to or cancellation by the Trustee and the delivery to the Town of the Obligation, the Trustee may destroy the Obligation and deliver a certificate of such destruction to the Town instead.

Section 12.8. Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Trust Agreement. All references herein to “Articles”, “Sections”, and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Trust Agreement; and the words “herein”, “hereof”, “hereunder” and other words of similar import refer to this Trust Agreement as a whole and not to any particular Article, Section or subdivision hereof.

Section 12.9. Parties Interested Herein. Nothing in this Trust Agreement or the Obligation, expressed or implied, is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Town, the Trustee and the Owner, any legal or equitable right, remedy or claim under or by reason of this Trust Agreement or any covenant, condition or stipulation hereof, and all covenants, stipulations, provisions and agreements in this Trust Agreement contained by and on behalf of the Town shall be for the sole and exclusive benefit of the Town, the Trustee and the Owner.

Section 12.10. Waiver of Notice. Whenever in this Trust Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 12.11. Severability of Invalid Provisions. In case any one or more of the provisions contained in this Trust Agreement or in the Obligation shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this Trust Agreement, and this Trust Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this Trust Agreement and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Obligation pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Trust Agreement may be held illegal, invalid or unenforceable.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Trust Agreement as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By.....
Authorized Representative

TOWN OF CAMP VERDE, ARIZONA

By.....
Mayor

ATTEST:

.....
Town Clerk

EXHIBIT A

(Form of Obligation)

Number: R-.....

Principal Amount: \$.....

**THIS OBLIGATION IS SUBJECT TO RESTRICTIONS
ON TRANSFER PROVIDED IN SECTION 2.8(a) OF
THE HEREIN DESCRIBED TRUST AGREEMENT**

PLEGGED REVENUE OBLIGATION, TAXABLE SERIES 2022
Evidencing a Proportionate Interest of the Owner
Hereof in Payments to be Made by

THE TOWN OF CAMP VERDE, ARIZONA

to

.....
as Trustee

Interest Rate: Maturity Date: Dated Date:
.....% August 1, 20.... February __, 2022

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

THIS IS TO CERTIFY THAT the registered owner identified above, as the registered owner of this Pledged Revenue Obligation, Taxable Series 2022 (this "Obligation"), is the owner of all of the interests in the right to receive certain "Payments" under and defined in that certain Fifth Purchase Agreement, dated as of February 1, 2022 (the "Purchase Agreement"), by and between (the "Trustee"), and the Town of Camp Verde, Arizona, a municipal corporation under the laws of the State of Arizona (the "Town"), which Payments and other rights and interests under the Purchase Agreement are held by the Trustee in trust under that certain Fifth Trust Agreement, dated as of February 1, 2022 (the "Trust Agreement"), by and between the Town and the Trustee. The Trustee maintains a corporate trust office for payment and transfer of this Obligation (the "Designated Office").

The registered owner of this Obligation is entitled to receive, subject to the terms of the Purchase Agreement, on the payment date set forth above, the principal amount set forth above, representing a portion of the payments due designated as principal coming due and to receive semiannually on February 1 and August 1 of each year commencing _____ 1, 20__ (the "Interest Payment Dates"), until payment in full of said portion of principal or prepayment prior thereto, the registered owner's proportionate share of the payments designated as interest coming due during the period commencing on the last date on which interest was paid and

ending on the day prior to the Interest Payment Date or, if no interest has been paid, from the Dated Date specified above. Said interest is the result of the multiplication of said principal by the interest rate per annum set forth above. Interest shall be calculated on the basis of a 360-day year composed of twelve (12) months of thirty (30) days each.

Principal and interest related to this Obligation and the other amounts due with respect hereto are payable in lawful money of the United States of America by wire transfer in immediately available funds without surrender of the Obligation, except that the final payment of principal and interest, when due, will be paid upon surrender of this Obligation at the Designated Office.

The Trustee has no obligation or liability to the registered owner of this Obligation for the payment of interest or principal related to this Obligation. The Trustee's sole obligations are to administer, for the benefit of the registered owner of this Obligation, the various funds and accounts established pursuant to the Trust Agreement. (The recitals, statements, covenants and representations made in this Obligation shall be taken and construed as made by and on the part of the Town, and not by the Trustee, and the Trustee does not assume, and shall not have, any responsibility or obligation for the correctness of any thereof.)

This Obligation has been executed and delivered by the Trustee pursuant to the terms of, and for the purposes described in, the Trust Agreement. The Town is authorized to enter into the Purchase Agreement and the Trust Agreement under the laws of the State of Arizona and by a resolution of the Mayor and Common Council of the Town adopted on January 19, 2022. Reference is hereby made to the Purchase Agreement and the Trust Agreement (copies of which are on file at the Designated Office) for further definitions, the terms, covenants and provisions pursuant to which this Obligation is delivered, the rights thereunder of the registered owner of this Obligation, the terms under which the Trust Agreement or the Purchase Agreement may be modified or supplemented, the rights, duties and immunities of the Trustee and the security for, and the rights and obligations of the Town under the Purchase Agreement (including with respect to certain obligations secured and to be secured on a parity lien basis with the security for the Payments and to certain limitations on such security), to all of the provisions of which Purchase Agreement and Trust Agreement the registered owner of this Obligation, by acceptance hereof, assents and agrees. (To the extent and in the manner permitted by the terms of the Trust Agreement, the provisions of the Trust Agreement and the Purchase Agreement may be amended by the parties thereto with the written consent of the owner this Obligation, and may be amended without such consent under certain circumstances but in no event such that the interest of the owner of this Obligation is adversely affected, provided that no such amendment shall impair the right of the owner to receive in any case the owner's proportionate share of any Payment thereof in accordance with this Obligation.)

The obligation of the Town to make the Payments does not represent or constitute a general obligation of the Town for which the Town is obligated to levy or pledge any form of taxation nor does the obligation to make the Payments under the Purchase Agreement constitute an indebtedness of the Town, the State of Arizona or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction or otherwise.

Neither the Trustee nor the registered owner of this Obligation shall have any right under any circumstances to accelerate the payment date of this Obligation or otherwise declare any of the Payments not then past due or in default to be immediately due and payable. (This Obligation represents an interest in a limited obligation of the Town (as described herein), and no member of the Mayor and Common Council, officer or agent, as such, past, present or future, of the Town shall be personally liable for the payment hereof.)

This Obligation is executed and delivered only in fully registered form and shall not be transferable or exchangeable, except as provided in the Trust Agreement.

The Trustee may require a registered owner, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes or governmental charges required by law in connection with the exchange or transfer.

The Trustee may, but shall not be obligated to, exchange or register the transfer of this Obligation (i) if this Obligation has been selected for prepayment, or (ii) during a period of fifteen (15) days preceding the giving of a notice of prepayment. If this Obligation is so transferred, any notice of prepayment which has been given to the transferor shall be binding on the transferee, and a copy of the notice of prepayment shall be delivered by the Trustee to the transferee along with the duly registered Obligation.

The registered owner of this Obligation shall have no right to enforce the provisions of the Trust Agreement or the Purchase Agreement or to institute any action to enforce the covenants thereof, or to take any action with respect to a default thereunder or hereunder, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Trust Agreement.

Principal represented by this Obligation is subject to prepayment in such order and from such principal amounts payable as may be selected by the Town, in whole or in part on any date on or after August 1, 20__, at a price equal to the principal amount to be prepaid, together with accrued interest to the date fixed for prepayment but without premium.

Principal represented by this Obligation, shall be prepaid on August 1 of the years indicated and in the principal amounts indicated at a price equal to the amount thereof plus interest accrued to the date of prepayment, but without premium:

Year Prepaid	Principal Amount Prepaid
--------------	--------------------------

A remaining principal amount of \$____,000 of this Obligation shall be paid on August 1, 20__.

Whenever this Obligation is purchased, prepaid (other than pursuant to mandatory prepayment) or delivered by the Town to the Trustee for cancellation, the principal amount so retired shall satisfy and be credited against the mandatory prepayment requirements for this Obligation for such years as the Town may direct.

This Obligation shall not be entitled to any security or benefit under the Trust Agreement until executed by the Trustee.

IN WITNESS WHEREOF, this Obligation has been executed and delivered by the Trustee, acting pursuant to the Trust Agreement.

Date of Execution:

.....,
as Trustee

By.....
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned (the "Transferor"), hereby sells, assigns and transfers unto (the "Transferee"), whose address is and whose social security number (or other federal tax identification number) is

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE

.....
.....

the within certificate and all rights thereunder, and hereby irrevocably constitutes and appoints as attorney to register the transfer of the within certificate on the books kept for registration and registration of transfer thereof, with full power of substitution in the premises.

Date:

.....
NOTICE: No transfer will be registered and no new certificate will be issued in the name of the Transferee, unless that signature(s) to this assignment correspond(s) with the name as it appears on the face of the within certificate in every particular, without alteration or enlargement or any change whatever and name, address and the Social Security Number or federal employee identification number of the Transferee is supplied

The following abbreviations when used in the inscription on the face of the within certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT/TRANS MIN ACT - Custodian for
(Cust.) (Minor)

under Uniform Gifts/Transfers to Minors Act of
(State)

Additional abbreviations may also be used though not in list above.

EXHIBIT B

(Form of Order for Disbursement)

Order for Disbursement

Pursuant to Section 3.1 of the Fifth Trust Agreement, dated as of February 1, 2022 (the "Trust Agreement"), between, as trustee (the "Trustee") and the Town of Camp Verde, Arizona (the "Town"), the undersigned Town Representative (as such term and all other terms used but not defined herein are defined in the Trust Agreement) hereby requests and authorizes the Trustee pursuant to the Trust Agreement, as custodian of the Additional Projects Fund created by the Trust Agreement, to pay to the Town or to the person(s) listed as payee out of the monies deposited in the Additional Projects Fund the aggregate sum of \$..... to pay such person(s) or to reimburse the Town in full for the advances, payments and expenditures made by it.

In connection with the foregoing request and authorization, the undersigned hereby certifies that:

- (a) Each item for which disbursement is requested hereunder is properly payable out of the Additional Projects Fund and none of these items has formed the basis for any disbursement heretofore made from the Additional Projects Fund.
- (b) Each such item is or was necessary to cause a Future Funding.
- (c) This statement and all exhibits hereto (including the form of evidence of payment the Town expects to receive from PSPRS upon receipt of the payment by PSPRS) shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection and authority to the Trustee for its actions taken pursuant hereto.
- (d) This statement constitutes approval by the Town of the disbursement hereby requested and authorized.

Explanation of this Payment: Name and Address of Payee:

Account #

Claim to be paid on:

.....
Dated

.....
Town Representative

1. DEFINITIONS

- A. Unfunded Actuarial Accrued Liability (UAAL) - Is the difference between a pension fund’s assets and projected pension benefit payments already earned by and promised to employees.
- B. Annual Required Contribution (ARC) - Is the annual amount an employer is required to contribute into a pension fund, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost - which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL - which is the estimated cost to cover the unfunded portion of pension benefits earned by employees in the past. Payments towards reducing the UAAL are collected over a period of time referred to as the amortization period. The ARC is often expressed as a percentage of the current payroll.
- C. Funded Ratio - Is the ratio of fund assets to actuarial accrued liability, which is the net present value of projected pension benefits promised to employees less the net present value of all future projected normal cost contributions.
- D. Contingency Reserve Fund (CRF) – Is a reserve fund dedicated to managing the Town’s pension liabilities and maintaining as near to a 100% funded ratio as possible despite adverse market and/or actuarial events.
- E. Plan – Is the Town’s Public Safety Personnel Retirement System (PSPRS) Marshal’s Employee Retirement Plan for Participants in Tiers 1 & 2.
- F. Initial Balance – Is the initial amount deposited into the CRF.

2. PURPOSE

The purpose of this policy is to set forth procedures for managing the CRF effectively. The goal of the CRF is to create a resource that will help the Town effectively manage the innate risks of public pension funding, particularly market return risk and actuarial risk, and help the Town maintain a well-funded Plan.

3. ESTABLISHMENT OF CRF

- A. The Town establishes the Marshal’s Plan CRF in the initial amount of **\$412,632.57** (the Initial Balance) to manage ongoing liabilities of the Marshal’s Plan. Assets of the Marshal’s Plan CRF shall be used to benefit the Marshal’s Plan.
- B. The Initial Balance will be funded by financing proceeds and will be held by [the trustee bank associated with the financing (the “Trustee”) under the trust agreement associated with the financing (the “Trust Agreement”).]
- C. The Town intends to utilize the CRF as a means to maintain, to the greatest extent possible, a 100% Funded Ratio for the Plan.

4. PROCEDURES FOR CRF INVESTMENTS

- A. The Town will manage the CRF and investments therein (whether held by the Town [or the Trustee]). Investments made by the Town must comply with (i) the requirements of Arizona Revised Statutes Section 35-323 and any other applicable existing or future state statutes, and (ii) the Town's Investment Policy.
- B. Investments in the CRF shall be principal protected.
- C. Assets of the CRF shall be invested in liquid and/or short-term products to ensure prompt availability of funds.
- D. Except as otherwise provided in the Trust Agreement, none of the above procedures shall limit the Town's ability to participate in a trust created under Internal Revenue Service Section 115 (or any other applicable regulation), nor shall they limit the Town's ability to transfer the assets of the CRF to one or more such trust for the benefit of the Plan and delegate the investment responsibility for assets of the trust(s).

5. PROCEDURES FOR CRF DRAWS

- A. The Town may draw from the CRF when the investment return for the Plan during the prior fiscal year is **at least 3%** below the actuarially assumed investment rate of return for such fiscal year. The Town may also draw from the CRF to pay all or part of any UAL amortization payment created by investment returns at least 5% below the then prevailing actuarially assumed investment rate of return during any fiscal year in or after fiscal year 2022.
- B. The Town may draw from the CRF when there is a change to the assumed investment rate of return assumption, payroll growth assumption, and/or mortality assumptions of the Plan **that causes a material, adverse impact on the Actuarial Accrued Liability** of the Plan. The Town may also draw from the CRF to pay all or part of any UAL amortization payment created by any of the above mentioned assumption changes that caused a material, adverse impact on the Actuarial Accrued Liability during any fiscal year in or after fiscal year 2022.
- C. If the CRF balance rises at least **15%** above its Initial Balance and the Plan is at least **90%** funded, the Town may draw all or a portion of the balance exceeding 115% of the Initial Balance to supplement the Town's ARC for the Plan.

6. PROCEDURES FOR CRF REPLENISHMENT

- A. If, at the end of a Town Fiscal Year, the balance of the CRF is below its Initial Balance, the Town will, to the best of its ability, prioritize making replenishments over a five year period to return the CRF balance to at least its Initial Balance. Such replenishments will be held by the Town **[(as opposed to the Trustee)]**.

- B. The Town will review unspent budget appropriations annually and may consider adding all or a portion of such amounts to the CRF. Such amounts will be held by the Town (as opposed to the Trustee).

7. SIZING OF CRF

- A. The Town will evaluate the CRF at least every five years to determine whether the size of the reserve is adequate and whether additional policies should be considered to ensure usefulness of the CRF.

8. PROCEDURES TO DISSOLVE CRF

- A. Except as otherwise provided in the Trust Agreement, upon the repayment of the final debt service payment for the Obligations (including any related refinancing obligations), staff will seek direction from the Town Council to dissolve or maintain the CRF. At such time, the Town may dissolve the CRF and apply the remaining balance of funds to other retiree benefits, other post-employment benefits (OPEB), the Plan’s ARC and/or the General Fund.
- B. If the Town transfers the assets of the CRF to a Section 115 trust or other related trust for the benefit of the Plan and with similar goals of this policy, reducing assets of the CRF to zero and rendering the CRF obsolete, the CRF may be dissolved.

Town of Camp Verde, AZ	Page
Public Safety Personnel Retirement System Contingency Reserve Fund	4 of 4

SIGNATURE:

DEE JENKINS
MAYOR, TOWN OF CAMP VERDE

DATE

PLACEMENT AGENT AGREEMENT

January 19, 2022

Town of Camp Verde, Arizona
473 South Main Street
Camp Verde, Arizona 86322

Re: Town of Camp Verde, Arizona Pledged Revenue Obligation, Taxable Series 2022

The Town of Camp Verde, Arizona (the “Issuer”) proposes to cause the execution and delivery in a private placement of the above-referenced obligation of the Issuer (the “Obligation”), the Obligation to be executed and delivered for the purposes described in the hereinafter defined Resolution, and to pay costs incurred in connection with the execution and delivery of the Obligation. The Obligation is authorized to be executed and delivered pursuant to a Resolution of the Mayor and Common Council of the Issuer (the “Council”) adopted on January 19, 2022 (the “Resolution”).

This Placement Agent Agreement (this “Agreement”) confirms the agreement between the Issuer and Stifel, Nicolaus & Company, Incorporated (the “Placement Agent”) as follows:

1. Engagement. The Issuer hereby engages the Placement Agent as its exclusive agent to assist the Issuer in placing the Obligation on a best efforts basis with one or more purchasers, each a “qualified institutional buyer” as defined in Rule 144A under the Securities Act of 1933 (the “Securities Act”) or an “accredited investor,” as defined in Rule 501(a)(1), (2), (3), or (7) under the Securities Act, as represented by each purchaser in an executed Investor Letter in the form attached as Exhibit C hereto (the “Purchaser,” or the “Purchasers”), on a private placement basis (the “Placement”). Sale and delivery of the Obligation by the Issuer and purchase by the Purchasers will occur on the day of closing (“Closing Date”). The Issuer acknowledges and agrees that the Placement Agent’s engagement hereunder is not an agreement by the Placement Agent or any of its affiliates to underwrite or purchase the Obligation or otherwise provide any financing to the Issuer. The Placement Agent hereby accepts this engagement upon the terms and conditions set forth in this Agreement.
2. Fees and Expenses.
 - (a) For its services under this Agreement, the Issuer agrees to pay the Placement Agent:
 - (1) a placement fee for its services under this Agreement of \$_____, payable on the Closing Date; and

- (2) as reimbursement payable on the Closing Date, the reasonable expenses incurred by the Placement Agent in preparing to market and marketing the Obligation, including, but not limited to, travel and printing and distribution of the Placement Materials (as defined herein); provided that the Placement Agent shall be under no obligation to pay any expenses incident to this Agreement.
- (b) In the event the Issuer terminates this Agreement and within twelve (12) months thereafter sells the Obligation to an investor identified by the Placement Agent to the Issuer prior to such termination, the amounts payable under (a)(2) above shall be immediately due and payable by the Issuer.

3. Disclosure and Due Diligence.

- (a) The Issuer has furnished the Placement Agent with a term sheet in the form of the Request for Private Financing Proposals – Proposed General Terms and Conditions, the Issuer’s comprehensive annual financial reports for the fiscal years ended June 30, 2018, through and including June 30, 2020, the Issuer’s adopted budgets for the fiscal years ended June 30, 2021, and June 30, 2022, and the forms of the Resolution, the Purchase Agreement (as defined in the Resolution) and the Trust Agreement (as defined in the Resolution) (together with all supplements, modifications, and additions thereto prior to the Closing Date, the “Placement Materials”). The Issuer acknowledges and agrees that it has, with the assistance of the Placement Agent, prepared and is solely responsible for the completeness, truth, and accuracy of the Placement Materials and that the Placement Agent and each Purchaser may rely upon, as complete, true, and accurate, the Placement Materials and all information provided by the Issuer to the Placement Agent for use in connection with the Placement and that the Placement Agent does not assume any responsibility therefor.
- (b) Prior to the Closing Date, the Issuer will make available to each Purchaser and the Placement Agent such documents and other information which the Purchaser or the Placement Agent reasonably deems appropriate with respect to the transaction contemplated hereby, will provide access to its officers, directors, employees, accountants, counsel and other representatives, and will provide each Purchaser and the Placement Agent the opportunity to ask questions and receive answers from knowledgeable individuals, including Greenberg Traurig, LLP, special counsel to the Issuer (“Special Counsel”) (whose opinion each shall receive and upon which they may rely) concerning the Issuer, the Obligation, and the

security therefor; it being understood that the Purchasers and the Placement Agent will rely solely upon such information supplied by the Issuer and its representatives without assuming any responsibility for independent investigation or verification thereof.

- (c) In the event that the Placement Agent is unable to complete “due diligence” in order to form a reasonable basis for recommending the Obligation to Purchasers either (1) because of the Issuer’s failure to comply with paragraph (a) or (b) of this subsection or (2) because the Placement Agent uncovers “red flags” about the Issuer that cause the Placement Agent to be not satisfied that the Placement Agent can in good faith recommend the Obligation to Purchasers, the Placement Agent may terminate this Agreement without further obligation on the part of the Placement Agent to proceed with the Placement and without any obligation on the part of the Placement Agent to reimburse to the Issuer any monies advanced by the Issuer to the Placement Agent.

4. Representations, Warranties, and Agreements of the Issuer. As of the date of this Agreement, unless otherwise stated, the undersigned, on behalf of the Issuer, but not individually, represents, warrants, and agrees with the Placement Agent that:

- (a) The Issuer is duly organized and validly existing under the laws of the State of Arizona (the “State”) with the power to adopt the Resolution, perform the agreements on its part contained therein and in the agreements approved thereby and cause the execution and delivery of the Obligation.
- (b) The Issuer will not cause or permit any action to be taken in the placement of the Obligation in violation of the requirements for exemption from registration or qualification of the Obligation under all federal and applicable state securities laws and regulations.
- (c) The Issuer has complied materially, and in all respects on the Closing Date will be in material compliance, with all of the provisions of applicable law of the State.
- (d) The Issuer: (1) has duly authorized and approved the execution and delivery of this Agreement, the Purchase Agreement and the Trust Agreement (collectively, the “Documents”); (2) will have duly adopted the Resolution prior to the Closing Date; (3) will duly authorize and approve the Placement Materials and the delivery thereof to prospective Purchasers; and (4) will duly authorize and approve the execution and delivery of all financing or operative documents, including the Obligation and the Documents, relating to

the execution and delivery and security for the Obligation, as such documents are amended and supplemented to the Closing Date, including but not limited to any trust indenture, loan agreement, or security instrument (collectively, the “Financing Documents”), and the performance of its obligations and the consummation by it of all other transactions contemplated thereby.

- (e) On the Closing Date, the Financing Documents will have been duly authorized, executed, and delivered by the Issuer, and, assuming due authorization, execution and delivery by the other parties thereto, as applicable, constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other laws affecting the enforcement of creditors’ rights generally and by the application of equitable principles if sought and by the limitations on legal remedies imposed on actions against the Issuer in the State.
- (f) The Issuer is not, and on the Closing Date will not be, in breach of or default under any applicable law or administrative regulation of the State or any department, division, agency or instrumentality thereof, or of the United States, or any applicable judgment or decree or any loan agreement, note, resolution, certificate, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially and adversely affect the Issuer or its ability to perform its duties and obligations under the Financing Documents, and the execution and delivery of the Financing Documents, the adoption of the Resolution and the execution and delivery of the Obligation and compliance with the provisions of each will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or under any certificate, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially and adversely affect the Issuer or its ability to perform its duties and obligations under the Financing Documents and the Obligation.
- (g) No action, suit, proceeding or investigation at law or in equity before or by any court, governmental agency, public board or body is, or on the Closing Date will be, pending or, to the knowledge of the Issuer, threatened: (i) in any way affecting the existence of the Issuer or the titles of the members of the Council to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution, sale or delivery of the Obligation or the levy, assessment or collection of taxes or collection or payment by the Issuer of any amounts pledged

or to be pledged as security to pay the principal of and interest on Obligation, (iii) in any way contesting or affecting the validity or enforceability of, or the power or authority of the Issuer to execute and deliver, adopt or to enter into (as applicable), the Obligation, the Resolution or the Financing Documents, (iv) contesting in any way the completeness, truth, or accuracy of the Placement Materials, or (v) except as disclosed in the Placement Materials, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the Issuer or would result in any material adverse change in the ability of the Issuer to pledge or apply the security or source of payment of, or to pay debt service on, the Obligation, in each case as described in the Placement Materials.

(h) Regarding information provided by the Issuer to the Placement Agent:

- (1) the Issuer will furnish the Placement Agent and the Purchaser with the Placement Materials. The Issuer represents and warrants that all information made available to the Placement Agent by the Issuer or contained in the Placement Materials, when provided will be, and will be at all times thereafter during the period of the engagement of the Placement Agent hereunder, complete, true, and accurate in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made;
- (2) except as otherwise indicated to the contrary in the Issuer's financial statements, all historical financial statements of the Issuer provided to the Placement Agent and each Purchaser have been prepared in accordance with generally accepted accounting principles and practices then in effect in the United States and will fairly present the financial condition and operations of the entities covered thereby in all material respects; and
- (3) any forecasted financial or market information with respect to the Issuer or its market provided to the Placement Agent and each Purchaser by the Issuer has been or will be prepared in good faith with a reasonable basis for the assumptions and the conclusions reached therein.

- (i) On the Closing Date, the Issuer will deliver or cause to be delivered to the Placement Agent:
 - (1) The opinion of Special Counsel, dated the Closing Date, relating to:
 - (i) the validity of the Obligation; and
 - (ii) exemption from registration and qualification under federal and state securities law, together with a reliance letter from such counsel, dated the Closing Date and addressed to the Placement Agent, in the form attached to this Agreement as Exhibit A, or such other form as is acceptable to the Placement Agent;
 - (2) A certificate of the Issuer, dated the Closing Date, in the form attached to this Agreement as Exhibit B, stating:
 - (i) the representations and warranties of the Issuer contained in this Agreement are true and correct as if made on the Closing Date;
 - (ii) the Issuer has complied with and fully satisfied all of its agreements with and obligations to the Placement Agent under this Agreement; and
 - (iii) as of its date and the Closing Date, the information contained in the Placement Materials is complete, true, and accurate and such information does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;
 - (3) An Investor Letter, in the form attached to this Agreement as Exhibit C, executed by each Purchaser and addressed to the Issuer and the Placement Agent; and
 - (4) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Placement Agent and Special Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the Issuer, and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be

performed and all conditions then to be satisfied by the Issuer.

5. Termination. This Agreement may be terminated by either party upon ten (10) business days' prior written notice; provided that the provisions of Paragraph 2 and obligations thereunder shall not be affected by such termination.
6. Regulatory Disclosure. The Issuer acknowledges, in connection with the purchase and sale of the Obligation, the offering of the Obligation for sale and the discussions and negotiations relating to the terms of the Obligation pursuant to and as set forth in this Agreement, that:
 - (a) the Placement Agent has acted at arm's length, is acting solely for its own account and is not an agent of or an advisor to (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), and owes no fiduciary duty to the Issuer or any other person;
 - (b) the Placement Agent's duties and obligations to the Issuer shall be limited to those contractual duties and obligations set forth in this Agreement;
 - (c) the Placement Agent may have interests that differ from those of the Issuer; and
 - (d) the Issuer has consulted its legal and financial advisors to the extent it deemed appropriate in connection with the offering and sale of the Obligation. The Issuer further acknowledges and agrees that it is responsible for making its judgment with respect to the offering and sale of the Obligation and the process leading thereto. The Issuer agrees that it will not claim that the Placement Agent acted as a Municipal Advisor to the Issuer or rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Issuer, in connection with the offering or sale of the Obligation or the process leading thereto.

The Placement Agent hereby further provides the Issuer with certain disclosures relating to Obligation, as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)¹:

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to Underwriters of Municipal Securities (effective August 2, 2012).

- (e) The Placement Agent intends to serve as a placement agent, and not as a financial advisor or municipal advisor in connection with the execution and delivery of the Obligation. As part of our services as the Placement Agent we may provide advice concerning the structure, timing, terms, and other similar matters concerning the execution and delivery of the Obligation.
- (f) Concerning our role as the Placement Agent:
 - (i) Municipal Securities Rulemaking Board Rule G-17 requires us to deal fairly at all times with both municipal issuers and investors;
 - (ii) our primary role in this transaction is to facilitate the sale and purchase of your Obligation between you and one or more investors for which we will receive compensation;
 - (iii) unlike a municipal advisor, we do not have a fiduciary duty to you under the federal securities laws and are, therefore, not required by federal law to act in your best interests without regard to our own financial or other interests;
 - (iv) we have a duty to use our commercially reasonable efforts to arrange the purchase of the Obligation from you by investors at a fair and reasonable price, but must balance that duty with our duty to arrange the sale to investors at prices that are fair and reasonable; and
 - (v) we will review the Placement Materials for your Obligation in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.
- (g) Concerning our compensation, we will be compensated pursuant to the terms set forth in Paragraph 2 of this Agreement. A portion of our compensation may be based in whole or in part upon the principal amount of the Obligation sold in the Placement. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest because the Placement Agent may have an incentive to recommend to you a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

7. Survival of Certain Representations and Agreements. The respective agreements, covenants, representations, warranties and other statements of the Issuer and its officers set forth in or made pursuant to this Agreement shall survive delivery of and payment for the Obligation and shall remain

in full force and effect, regardless of any investigation, or statements as to the results thereof, made by or on behalf of the Placement Agent.

8. Notices. Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to the Issuer at its address set forth above. Any notice or other communication to be given to the Placement Agent under this Agreement may be given by delivering the same in writing to Stifel, Nicolaus & Company Incorporated, 2801 East Camelback Road, Suite 300, Phoenix, Arizona 85016, Attention: B. Mark Reader, Managing Director.
9. No Boycott of Israel. By entering into this Agreement, the Placement Agent certifies that it and its parent company, wholly or majority-owned subsidiaries, and other affiliates, if any, are not currently engaged in, and for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel, companies doing business in or with the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel. The Placement Agent understands that “boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations, but does not include an action made for ordinary business purposes.
10. No Assignment. This Agreement has been made by the Issuer and the Placement Agent, and no person, other than the foregoing, shall acquire or have any right under or by virtue of this Agreement.
11. Applicable Law. This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State.
12. Effectiveness. This Agreement shall become effective upon its execution by duly authorized officials of all parties hereto and shall be valid and enforceable from and after the time of such execution.
13. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
14. Counterparts. This Agreement may be executed in several counterparts (including counterparts exchanged by email in PDF format), each of which shall be an original and all of which shall constitute but one and the same instrument.
15. Cancellation of Contracts. As required by the provisions of Section 38-511, Arizona Revised Statutes, notice is hereby given that the State, its political

subdivisions (including the Issuer) or any department or agency of either may, within three (3) years after its execution, cancel any contract (including this Agreement), without penalty or further obligation, made by the State, its political subdivisions or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the result of the contract. This paragraph is not intended to expand or enlarge the rights of the Issuer hereunder except as required by Section 38-511, Arizona Revised Statutes. Each of the parties hereto hereby certifies that it is not presently aware of any violation of Section 38-511, Arizona Revised Statutes which would adversely affect the enforceability of this Agreement and covenants that it shall take no action which would result in a violation of Section 38-511, Arizona Revised Statutes.

[Signature page follows.]

Respectfully submitted,

STIFEL, NICOLAUS & COMPANY, INCORPORATED

.....
B. Mark Reader, Managing Director

ACCEPTED this 19th of January 2022.

TOWN OF CAMP VERDE, ARIZONA

By.....
Mayor

ATTEST:

By.....
Town Clerk

EXHIBIT A

FORM OF RELIANCE LETTER TO THE PLACEMENT AGENT

Stifel, Nicolaus & Company, Incorporated

[Date of Closing]

Re: Town of Camp Verde, Arizona
Pledged Revenue Obligation, Taxable Series 2022

Ladies and Gentlemen:

We have acted as special counsel to the Town of Camp Verde, Arizona (the “Issuer”), in connection with the execution and delivery of the above-referenced Obligation (the “Obligation”).

Reference is hereby made to our opinion letter as special counsel addressed to the Issuer dated of even date herewith and delivered with respect to the Obligation. Please be advised that you are entitled to rely on said letter as if the same had been addressed to you.

This letter is furnished by us to you in our capacity as special counsel to the Issuer pursuant to Paragraph 4(i)(1) of the Placement Agent Agreement with respect to the Obligation, dated January 19, 2022, between the Issuer and you. No attorney-client relationship has existed or exists between our firm and you or any other party in connection with the Obligation or by virtue of this letter. Our opinion may be relied upon only by the addressee hereof and may not be used or relied upon by any other person for any purpose whatsoever without, in each instance, our prior written consent.

Very truly yours,

EXHIBIT B

FORM OF ISSUER CLOSING CERTIFICATE

Pursuant to the Placement Agent Agreement, dated January 19, 2022 (the "Agreement"), between the Town of Camp Verde, Arizona (the "Issuer"), and Stifel, Nicolaus & Company, Incorporated (the "Placement Agent"), as [title] of the Issuer duly authorized to execute this certificate on behalf of the Issuer, I hereby certify:

1. the representations and warranties of the Issuer contained in the Agreement are true and correct as if made on the date hereof;
2. the Issuer has complied with and fully satisfied all of its agreements with and obligations to the Placement Agent under the Agreement; and
3. as of its date and the date hereof, the information contained in the Placement Materials (as defined in the Agreement) is complete, true, and accurate and such information does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

[Name]

[Title]

[Date]

EXHIBIT C

FORM OF INVESTOR LETTER

Town of Camp Verde, Arizona

Stifel, Nicolaus & Company, Incorporated

Re: Town of Camp Verde, Arizona Pledged Revenue Obligation, Taxable Series 2022

Ladies and Gentlemen:

The undersigned (the “Investor”) hereby acknowledges that it is purchasing the \$..... aggregate principal amount Town of Camp Verde, Arizona Pledged Revenue Obligation, Taxable Series 2022 (the “Obligation”), authorized to be executed and delivered pursuant to a Resolution (the “Resolution”) adopted by the Mayor and Common Council of the Town of Camp Verde, Arizona (the “Issuer”) on January 19, 2022. The Obligation will be executed and delivered pursuant to the Fifth Trust Agreement, dated as of February 1, 2022 (the “Trust Agreement”), by and between the Issuer and [U.S. Bank National Association], as trustee. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Resolution, the Trust Agreement and the Placement Materials (as defined in the hereinafter defined Placement Agreement).

This letter is being provided pursuant to a Placement Agent Agreement, dated January 19, 2022 (the “Placement Agreement”), between the Issuer and Stifel, Nicolaus & Company, Incorporated (the “Placement Agent”).

The Investor acknowledges that the proceeds of the Obligation will be used for the purposes described in the Resolution. The Obligation shall be payable from the sources described in the Trust Agreement.

In connection with the sale of the Obligation to the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has the authority and is duly authorized to purchase the Obligation and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with its purchase of the Obligation. The Investor (a) is a bank, any entity directly or indirectly controlled by the bank or under common control with the bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, or a consortium of such entities; and (b) has the present intent to hold the Obligation to maturity or earlier redemption or mandatory tender.
2. The Investor is (a) a “qualified institutional buyer” as that term is defined in Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), or (b)

an “accredited investor” as that term is defined in Rule 501(a)(1), (2), (3), or (7) under the Securities Act.

3. The Investor is not purchasing the Obligation for more than one account or with a view to distributing the Obligation.
4. The Investor understands that the Obligation is not, and is not intended to be, registered under the Securities Act and that such registration is not legally required as of the date hereof, and further understands that the Obligation (a) is not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating agency or a CUSIP identification number, and (d) will be delivered in a form that may not be readily marketable.
5. The Investor acknowledges that it has either been supplied with or been given access to information, including the Placement Materials, which it has requested from the Issuer and to which a reasonable investor would attach significance in making investment decisions, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals, including its own counsel, concerning the Issuer and the Obligation and the security therefor so that, as a reasonable investor, the Investor has been able to make a decision to purchase the Obligation. The Investor has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its prospective investment in the Obligation.
6. The Investor acknowledges that the obligations of the Issuer with respect to the Obligation are payable solely from the sources described in the Trust Agreement.
7. The Investor has made its own inquiry and analysis with respect to the Obligation and the security therefor, and other material factors affecting the security and payment of the Obligation. The Investor is aware that there are certain economic and regulatory variables and risks that could adversely affect the security for the Obligation. The Investor has reviewed the documents executed in conjunction with the execution and delivery of Obligation, or summaries thereof, including, without limitation, the Resolution.
8. The Investor acknowledges and agrees that the Placement Agent and the Issuer take no responsibility for, and make no representation to the Investor, or any subsequent purchaser, with regard to, a sale, transfer or other disposition of the Obligation in violation of the provisions of the Trust Agreement, or any securities law or income tax law consequences thereof. The Investor also acknowledges that, with respect to the Issuer’s obligations and liabilities, the Investor is solely responsible for compliance with the sales restrictions on the Obligation in connection with any subsequent transfer of the Obligation made by the Investor.
9. The Investor agrees that it is bound by and will abide by the provisions of the Trust Agreement relating to transfer, the restrictions noted on the face of the Obligation

and this Investor Letter. The Investor also covenants to comply with all applicable federal and state securities laws, rules and regulations in connection with any resale or transfer of the Obligation by the Investor.

- 10. The Investor acknowledges that the sale of the Obligation to the Investor is made in reliance upon the certifications, representations, and warranties herein made to the addressees hereto.
- 11. The interpretation of the provisions hereof shall be governed and construed in accordance with State of Arizona law without regard to principles of conflicts of laws.
- 12. All representations of the Investor contained in this letter shall survive the execution and delivery of the Obligation to the Investor as representations of fact existing as of the date of execution and delivery of this Investor Letter.

Date:, 2022

Very truly yours,

Investor:

By:.....

Printed Name:.....

Title: