

AGENDA



**COUNCIL HEARS PLANNING & ZONING
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street, Room #106
WEDNESDAY, SEPTEMBER 24, 2008
at 6:30 P.M.**

*If you are carrying a cell phone, pager, computer, two-way radio, or other sound device, we ask that you turn it off when you enter Council Chambers. Remove your hats for the Pledge of Allegiance. All Presentations are limited to **10 minutes**.*

1. **Call to Order**
 2. **Roll Call**
 3. **Pledge of Allegiance**
 4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) **Approval of the Minutes:**
 - 1) Executive Session – September 17, 2008 (taped)
 - 2) Special Session – September 17, 2008
 - b) **Set Next Meeting, Date and Time:**
 - 1) October 1, 2008 at 5:00 p.m. – Work Session with Public Sector Personnel Consultants
 - 2) October 1, 2008 at 6:30 p.m. – Regular Session
 - 3) October 8, 2008 at 6:30 p.m. – Work Session with RBF for Park Master Plan/ Quarterly Work Sessions with Commissions
 - 4) October 15, 2008 at 6:30 p.m. – Regular Session
 - 5) October 22, 2008 at 6:30 p.m. – Council Hears Planning & Zoning
 - 6) October 29, 2008 at 4:00 p.m. – Joint Tribal & Council Session with RBF
 - c) **Possible award of and authorization to execute contract documents for Stan Tec Consulting Inc. to assist Building Safety staff with plan review, building inspections, Code consultation, and Code interpretation.** This is a budgeted item. (Staff Resource: Nancy Buckel)
 5. **Call to the Public for Items not on the Agenda.**
 6. **Council Informational Reports** Individual members of the Council may provide brief summaries of current events and activities. These summaries are strictly for informing the public of such events and activities. The Council will 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.
 7. **Discussion, consideration, and possible approval of Resolution 2008-755, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona approving the Development Agreement between the Town and Cherry Creek Trail, LLC. Dugan McDonald, owner for the development of property known as Ringo Rio and located between Old Highway 279 and SR 260 on parcels 403-16-001F and 403-15-002P, and authorizing the Mayor to execute the agreement.** (Staff Resource: Nancy Buckel)
 8. **Discussion, consideration, and possible direction to staff as it relates to Zoning Code revisions.** (Staff Resource: Nancy Buckel)
 9. **Call to the Public for Items not on the Agenda.**
- There will be no Public Input on the following items:**
10. **Advanced Approvals of Town Expenditures**
 - a) **There are no advanced approvals.**
 11. **Manager/Staff Report**
 12. **Adjournment**

Posted by:

V Jones

Date/Time:

9-19-08

8:15 a.m

Note: Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

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

**MINUTES
SPECIAL SESSION
MAYOR and COMMON COUNCIL
Of the
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street #106
Wednesday, September 7, 2008
5:00 p.m.**

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

1. Call to Order

Mayor Gioia called the meeting to order at 5:00 p.m.

2. Roll Call

Mayor Gioia, Vice Mayor Hauser, and Councilors Garrison, Kovacovich, German, and Smith were present. Councilor Elmer was absent.

ALSO PRESENT:

Town Manager Michael Scannell, Community Development Director Nancy Buckel, Parks & Recreation Director Lynda Moore, and Town Clerk Deborah Barber

Mayor Gioia read all the agenda items aloud, including the statutory language allowing discussion in executive session and asked for staff recommendation. Manager Scannell recommended that Council discuss the items in Executive Session.

On a motion by Hauser, seconded by Kovacovich, the Council voted to go into Executive Session. The meeting was recessed at 5:05 p.m. and resumed at 6:30 p.m.
TG – read agenda items

3. Discussion, consideration, and possible direction to staff and/or discussion or consultation with the Town Attorney for legal advice concerning the operation of Canyon Wood Supply owned by California Hotwood, Inc. formerly known as Zellner's Wood Yard, located on Murdock Road.

Council took no action on this item.

4. Discussion, consideration, and possible direction to staff relative to the sale of Town-owned property or properties.

Council took no action on this item.

5. DISCUSSION WITH THE ATTORNEY FOR LEGAL ADVICE CONCERNING PARK IDENTIFICATION.

Council took no action on this item.

6. Adjournment

Following a motion by Hauser, seconded by Garrison, the meeting was adjourned at 6:30 p.m.

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Special Session of the Town Council of Camp Verde, Arizona, held on August 27, 2008. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2008.

Debbie Barber, Town Clerk

**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Date: Sep 24, 2008

Meeting Type: Council Hears Planning & Zoning

Type of Presentation:

REFERENCE DOCUMENT:

Contract Number 08-050 for providing Support services to the Building Department

AGENDA TITLE: (Be Exact):

Consent Agenda Item. Council consent to the funding of a Request for Proposal for an approved budgeted line item by awarding the contract to Stan Tec Consulting Inc. for assisting Building Safety staff with plan review, building inspections, code consultation and code interpretation.

PURPOSE AND BACKGROUND INFORMATION:

The Community Development Department is dependent on consultants to provide the following services: Plan Reviews, Code Consultation, on site Building Inspections, consultation with contractors, architects, engineers and the general public for pre-construction, attend code adoption hearing to adopt the 2006 version of the ICC codes, and code interpretation. The selection was based on their work history within Arizona with municipalities similar in size to Camp Verde, their key personnel qualifications / certifications and their ability to turn around plans within a short time frame so that staff can continue providing our current level of service to builders. References were checked and we received glowing testimony on their professional work and performance.

STAFF RECOMMENDATION(S): (Suggested Motion)

Motion to approve the selection of StanTec Consulting Inc. to provide consulting services to the Town of Camp Verde for the Building Department support in Plan Review, Inspections and Code adoption, amendments, consultation and interpretation.

Type of Document Needing Approval:

Consulting Services for the Town of Camp Verde; Contract 08-050

Finance Director Review

Budgeted/Amount \$55,000

Attorney Review Yes No

Attorney Comments

Fund: Building Department - Consulting Services

Line Item: 01-20-51-7100

Submitting Department: Building Department

Contact Person: Nancy Buckel

Town Manager/Designee:

Town of Camp Verde



Proposal Opening

(09-12-2008)

Request for Proposal

PROJECT 08-050

Professional Services

For Plan Review and Inspection Consultant

PROPOSALS RECEIVED		
COMPANY	ADDRESS	PROPOSED SERVICES
Wildan Engineering	7500 N. Dreamy Draw Dr., Suite 130 Phoenix, Az. 85020-4660	Professional Services for Plan Review & Inspection Consultant Project # 08-050
Bureau Veritas	6920 Koll Ctr Pkwy Suite 210 Pleasanton, CA. 94566	Plan Review & Inspection Services 08-50
Site Spec Consulting	4331 E. Baseline Rd., #105-130 Gilbert, Az. , 85234	Plan Review and Inspection Services 08-50
Madara Engineering, Inc	3420 E. Shea Blvd., Suite 165 Phoenix, Az. , 85028	Plan Review and Inspection Services 08-50

Brown Associates	13430 N. Scottsdale, Rd., Suite 216 Phoenix, Az 85254	Plan Review and Inspection Services 08-50
Stantec	8211 S. 48th Street Phoenix, Az 85044-3655	Plan Review and Inspection Services 08-50
Woodrow C. Scoutten, Inc.	1626 N. Litchfield Rd., Suite 310 Goodyear, Az. 85395	Plan Review and Inspection Services 08-50

CONTRACT DOCUMENTS

for

**Request for Proposal
Plan Review Consultant Services
Town of Camp Verde
Project #08-050**

due September 12, 2008 at 2:30 p.m.

Community Development Director

Nancy Buckel



**TOWN OF CAMP VERDE
REQUEST FOR PROPOSAL
Project Number #08-050**

The Town of Camp Verde is requesting a price quote from qualified consultants for the below listed services.

1. Plan reviews. The plan review will include structural, plumbing, mechanical and electrical plan review (provide time estimate for plan review based on square foot size of project)
2. Provide direct contact for building department staff of ten (10) hours per month for code consultation and get answers to questions from the public.
3. Provide a per hour cost for an onsite inspector (this will include travel time ect.)
4. Provide a per hour cost for a consultant to meet with contractors, architects, engineers and the general public for pre-construction meetings.
5. Consultants time to attend code adoption hearings to adopt the 2006 version of the ICC codes.
6. Provide as an alternate a third party plan review proposal.

The 2003 ICC codes are the current adopted codes of the Town of Camp Verde. The Town is planning on adopting the 2006 codes in late September with an implementation date of October 2008.

NOTICE TO PROCEED

Project # 08-050
Town of Camp Verde
Building Code and Plan Review Consultant

Date: _____

To: Professional Consultants

You are hereby notified that the Contract Time under the above contract will commence on: _____.

By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Contract Agreement, the completion date is: _____.

You must contact the Town Manager at least 72 hours before starting the work.

TOWN OF CAMP VERDE

By: _____
Michael Scannell
Town Manager



Stantec Consulting Inc.
8211 South 48th Street
Phoenix AZ 85044
Tel: (602) 438-2200
Fax: (602) 431-9562

Stantec

September 12, 2008

Ms. Nancy Buckel
Community Development Department
Town of Camp Verde
473 S. Main Street #108
Camp Verde, AZ 86322

Reference: Plan Review and Inspection Services (Project No. 08-050)

Dear Ms. Buckel:

Stantec is pleased to express our interest and submit our proposal to provide Plan Review and Inspection Services to the Town of Camp Verde.

Stantec specializes in providing plan review and inspection services to public agencies. Because of our extensive experience in municipal plan review and inspection, we believe that Stantec is especially qualified to submit our qualifications to the Town.

The individuals cited in this proposal are specifically selected for their experience in plan review and inspection. Stantec is committed to maintaining a high caliber of staff, and for that reason, employs a staff of registered engineers, certified plans examiners, and inspectors familiar with recognized building standards and local building codes. The personnel identified in the submittal are committed to provide quality service and meeting the Town's designated schedule.

Our experience and record with municipalities throughout Arizona over the past two decades provides us with the unique capability to provide these services to the Town.

Thank you for considering Stantec for this project. We look forward to discussing our qualifications and experience in greater detail with you.

Sincerely,

STANTEC CONSULTING INC.

Douglas E. Hood, CBO
Managing Principal, Buildings Engineering
Tel: (602) 707-4629
Fax: (602) 431-9562
dhoo@stantec.com

Consultant Agreement

For Professional Services
For Plan Review and Inspection Consultant
Between the Town of Camp Verde
Camp Verde, Arizona
And
Stantec Consulting, Inc.

This CONSULTANT AGREEMENT ("Agreement") is by and between Stantec Consulting, Inc. ("Consultant") and the Town of Camp Verde, a municipal corporation ("Town") and is awarded pursuant to RFP, Project #08-050, ("RFP").

This Agreement is made and entered into on the 1st day of October, 2008, and is for professional services as outlined below. The parties agree as follows:

Section I. Period of Service

The term of this Agreement shall be for the period commencing on the date that the Town Council approves this Agreement and continuing until the 1st day of October, 2009 unless terminated sooner by the parties, pursuant to Section V. below.

Section II. Compensation

Consultant shall provide professional services to provide commercial plan review and commercial inspections. The Town and Consultant shall mutually agree upon the specific work product, scope of services and cost of any work performed. No work by Consultant shall be performed unless directed to do so in writing by the Community Development Director. In addition, Consultant shall obtain the prior written approval from the Community Development Director for any travel or other costs. The rates Consultant will be paid for professional services are set forth on Exhibit B.

Section III. Billing

Consultant shall provide Consultant services to the Town, based on the written needs of the Town as outlined in the Request for Proposal and as directed by the Community Development Director in writing. The Town shall pay Consultant, monthly, based upon work performed and completion to date and submission of invoices.

Section IV. Scope of Services

Consultant is being retained to provide professional services to the Town for commercial plan review, commercial inspections and Building Official consultation by the Community Development Director and as more particularly described in the RFP attached herewith as Exhibit C and incorporated herein by reference, and as described in the Scope of Work attached hereto as Exhibit A. Consultant shall not commence any work at any time unless directed to do so in writing by the Community Development Director.

Section V. Termination

The Town reserves the right to cancel the whole or part of this Agreement due to failure by Consultant. However, in the event that this Agreement is terminated, for any reason, the Town shall pay Consultant in full for all services already rendered, exclusive of any markup for profit or expected compensation following such termination, and all future obligations under this Agreement shall cease. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

Section VII. Waiver and Severability

A waiver of any part of this Agreement, whether express or by conduct, shall not constitute a continuing waiver of such part (unless explicitly stated to be so), or a waiver of any other part, nor shall a waiver of any breach of this Agreement, or any part of it, whether express or by conduct, constitute a waiver of any succeeding breach. The provisions of this Agreement shall be severable such that if any provision shall be deemed to be invalid and unenforceable for any reason, such invalidity or unenforceability shall not affect the remaining provisions hereof.

Section VIII. Whole Agreement

This Agreement, represent the parties' whole Agreement. There are no other promises, terms, conditions or obligations, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written.

Section IX. Construction

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

Section X. Professional Liability Insurance

The Consultant agrees to procure and maintain, at Consultant's sole expense, and to provide the following:

1. Certificate of Insurance (CIO) for a General Liability Insurance Policy with a limit of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate against claims for bodily injury, death and property damage and names the Town of Camp Verde, AZ as an Additional Insured in connection with the consulting services as provided herein.
2. Certificate of Insurance showing workers' compensation coverage.
3. The Consultant shall keep said policies in force for the duration of the Agreement, and for any possible extension thereof.
4. All COI's captioned above and the fully executed said Agreement shall be returned simultaneously to the Town. Upon the Town's receipt of all the aforementioned documents the agreement will be considered fully executed.
5. The Consultant's liability under this Agreement is not in any way limited by the insurance required by this Agreement.

Section XI. Indemnity

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Town, its officers, directors and employees (collectively, the "Indemnified Parties") against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this the 24th day of September, 2008.

APPROVED AS TO FORM:

Town of Camp Verde:

Town Attorney

By _____
Tony Gioia, Mayor

Consultant:

By _____

(ACKNOWLEDGEMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

This instrument was acknowledged before me on _____, 2008, by Michael Scannell, the Town Manager of the TOWN OF CAMP VERDE, an Arizona municipal corporation, on behalf of the Town of Camp Verde.

Notary Public in and for the State of Arizona

My Commission Expires:

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 2008, by _____ as _____ of _____, a(n) _____, on behalf of the corporation.

Notary Public in and for the State of _____

My Commission Expires:

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CAMP VERDE
AND

[Scope of Work]

See following page (s).

SCOPE OF WORK

The successful Consultant shall provide, as requested, the following Services:

Conduct comprehensive and accurate plan reviews of submitted projects using the Codes that have been adopted by the Town of Camp Verde, within the required time frame of approximately 5 – 10 business days. Review of documents should consist of comment letters citing Code deficiencies and whether or not it is the first, second or third review. Required Special Inspections and/or deferred submittals shall also be noted on the comment letter. All final review documents should be marked accordingly to indicate that they have been approved for release pending Town approval.

Meet with Town staff and other interested parties to conduct at least one preliminary assessment of projects proposed to be submitted to the Town for permit. These meetings will be used to allow the Town and consultant review staff to become familiar with the proposed project and ascertain any major code issues that may be present. On occasion, Consultant may also be requested to attend an initial “partnering” meeting with Town staff and representatives of the project. Both of these meetings will be at no cost and will last no longer than two (2) hours. Location will be determined through mutual agreement of all parties.

Provide Town Inspection staff with assistance in conducting multi-discipline inspections in the event of the Inspection Staff being understaffed due to illness, vacations or professional development.

When requested, provide specialized inspections (electrical, structural, etc.) for specific projects.

Provide expedited plan review, i.e., half the normal review time at double the normal review fees.

Provide third-party plan review, which will allow the permit applicant to pay Consultant directly for any reviews conducted and will allow the permit applicant to pick up and deliver any reviewed plans and documents during the review process.

Provide third-party inspection service, which will allow the permit holder, through the Town of Camp Verde, to pay for the additional services of an onsite inspector. Inspection services would be paid directly to Consultant but Consultant’s inspector would report to and act on behalf of the Town.

Telephonically, or in person, provide verbal and/or written technical construction code assistance and Building Official determinations to Building Safety staff, when requested.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CAMP VERDE
AND

[Fee Proposal]

See following page (s).



EXHIBIT B

PRICING

Standard Review fee:

\$ 75% of the Town Plan Review Fee

\$ See attached **Schedule of Fees**

Extraordinary Review fee:

\$ 2X the Standard Review Fee

\$ See attached **Schedule of Rates**

Third Party Plan Review fee:

\$ As Agreed Upon between Stantec and Client

Additional Fees (please explain):

Please see the attached Schedule of Fees and Schedule of Rates.

Payments received within fourteen (14) calendar days will receive a discount of 2%.

Credit card payments received within 48 hours will receive a 4% discount.

STANTEC CONSULTING INC.

A handwritten signature in black ink, appearing to read "Douglas E. Hood", written over a horizontal line.

Douglas E. Hood, CBO
Managing Principal, Buildings Engineering
Tel: (602) 707-4629
Fax: (602) 431-9562
dhood@stantec.com



EXHIBIT C

[RFP]

See following page (s).

Request for Proposal
Plan Review & Inspections
For
The Town of Camp Verde
Camp Verde, Arizona

Project Number – 08-050

INTRODUCTION

Purpose:

The Town of Camp Verde (the “Town”) is issuing this Request for Proposals (this “RFP”) from qualified/certified consultants (“Vendors” or “Firms”) to provide plan review, inspections (both residential and commercial), interpretations of the code(s) and to make determinations in a Building Official capacity on an as needed basis.

A mandatory pre-proposal conference for those wishing to submit proposals will be held at 1:30 pm, August 22, 2008 at the Town of Camp Verde Parks & Recreation Conference Room at 395 S. Main Street Suite, Camp Verde, AZ 86322. R.S.V.P. required.

Proposal Requirements

1. Preparation/Submission of Proposal. Vendors are invited to participate in the competitive selection process for the Services outlined in this RFP. Responding parties shall review their Proposal submissions to ensure the following requirements are met.
 - a. Interested parties must submit **one (1) unbound original and five (5) bound** (six (6) total submittals) of the Proposal.
 - b. The Proposal shall be submitted with a cover letter with an original ink signature by a person authorized to bind the Vendor. Any erasures, interlineations, or other modifications in the Proposal shall be initialed in original ink by the authorized person signing the Proposal.
 - c. The Proposal shall be a maximum of **ten (10)** pages, single-spaced with text on one side only to address the RFP criteria (excluding resumes and the Vendor Information Form, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs and diagrams). Each page side (maximum 8 ½” x 11”) with criteria information shall be counted. However, one page may be substituted with an 11” x 17” sheet of paper, folded to 8 ½” x 11”, showing a proposed project schedule or organizational chart and only having criteria information on one side. Cover letter, cover, back, table of contents and tabs may be used and shall not be included in the page count,

unless they include additional project-specific information or RFP criteria responses. The minimum allowable font for the Proposal is **10 pt.**

- d. All vendors shall (i) examine the entire RFP, (ii) seek clarification of any item or requirement that may not be clear, (iii) check all responses for accuracy before submitting a Proposal and (iv) submit the entire Proposal by the official Due Date and Time. Negligence in preparing a Proposal confers no right of withdrawal after the Proposal Due Date and Time.
 - e. All Proposals shall be sealed and clearly marked with the RFP title and number, **Plan Review and Inspection Services (08-050)**, on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Proposal. The Town is not responsible for the pre-opening of, or the failure to open, any Proposals not properly addressed or identified.
 - f. The Vendor shall submit the same number of copies of the Pricing as described in Section III, 1(a) in a separate, sealed envelope enclosed with the Vendor's Proposal, Pricing shall be inclusive of all the services in the Scope of Work described in the Professional Service Agreement in Exhibit A. A sample Fee Proposal is attached to the Professional Service Agreement as Exhibit B.
 - g. All Proposals shall be directed to the following address: Community Development Department, 473 S. Main Street, Suite #108, Camp Verde, Arizona, 86322, or hand-delivered to the Community Development Department by the Due Date and Time indicated on the cover page of this RFP.
 - h. Telegraphic (facsimile), electronic (email) or mailgram Proposals will not be considered.
 - i. Periods of time, stated as number of days, shall be calendar days.
 - j. In order to allow for an adequate evaluation, the Town requires the Proposal to be valid and irrevocable for **60** days after the Opening Date and Time of this RFP.
2. Irregular or Non-responsive Proposals. The Town will consider as "irregular" or "non-responsive" and reject any Proposal not prepared and submitted in accordance with this RFP, or any Proposal lacking sufficient information to enable the Town to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions shall be cause for rejection.
 3. Inquiries. Any question related to the RFP shall be directed to the Town Representative(s) whose name appears on the cover page of this RFP; the Town will not respond to any questions submitted later than the final date for inquiries. Questions shall be submitted in writing by the date indicated on the cover page of this RFP. Any correspondence related to the RFP shall refer to the title and

number, page and paragraph. However, the Vendor shall not place the RFP number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Proposal and may not be opened until after the Due Date and Time. Any interpretations or corrections of this RFP will be made only by addenda duly approved and issued by the Town. The Town will not be responsible for any other explanations or interpretations of the RFP.

4. Addenda. It shall be the Vendor's responsibility to check for addenda issued to this RFP. Any addendum issued by the Town with respect to this RFP will be available at:

Community Development Department
473 S. Main Street, Suite 108
Camp Verde, AZ 86322

5. Payment Requirements; Payment Discounts. Any Proposal that requires payment in less than 30 calendar days shall not be considered. Payment discounts of 30 calendar days or more will be deducted from the Proposal price in determining the low Proposal. However, the Town shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
6. Federal Excise Tax. The Town is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
7. Late Proposals. Late Proposals will not be considered, except as provided by the Town Procurement Code. A Vendor submitting a late Proposal shall be so notified.
8. Withdrawal of Proposal. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may withdraw its Proposal. Facsimile, electronic (email) or mailgram Proposal withdrawals will not be considered.
9. Amendment of Proposal. At any time prior to the specified Due Date and Time, a Vendor (or designated representative) may amend its Proposal. Facsimile, electronic (email) or mailgram Proposal amendments will not be considered.
10. Cost of Proposal Preparation. The Town does not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The Vendor is responsible for all costs incurred in responding to this RFP. All materials and documents submitted in response to this RFP become the property of the Town and will not be returned.
11. Offer. A Proposal is an offer to contract with the Town based upon the terms, conditions and specifications contained in this RFP and the Vendor's responsive Proposal, unless any of the terms, conditions, or specifications is modified by a written addendum or agreement amendment. Provided, however, that no

contractual relationship shall be established until the Vendor has signed, and the Town Council has approved, a professional services agreement between the Town and the Vendor in a form acceptable to the Town Attorney. A sample Professional Service Agreement is included herein.

12. Public Record. All Proposals shall become the property of the Town and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the Town's Procurement Code.

13. Confidential Information.

- a. If a Vendor believes that an RFP or protest contains information that should be withheld from the public record, a statement advising the Town Representative of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the Vendor as confidential shall not be disclosed until the Town Representative makes a written determination.
- c. The Town Representative shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Town Representative determines to disclose the information, the Town Representative shall inform the Vendor in writing of such determination.

14. Vendor Licensing and Registration. Prior to the award of the Professional Services Agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have a completed Request for Vendor Number on file with the Town Finance Department. The Vendor shall provide licensure information with the Proposal. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

15. Certification. By submitting a Proposal, the Vendor certifies:

- a. The submission of the Proposal did not involve collusion or other anti-competitive practices.
- b. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
- c. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a Town employee, officer or agent in connection with the submitted Proposal. Failure to sign the Proposal, or signing it with a false statement, shall void the submitted Proposal and any resulting Agreement.
- d. It (including the Firm's employees, representatives, agents, lobbyists, attorneys and subcontractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the

Selection Committee, elected officials, the Town Manager, Assistant Town Managers, Department Heads and other staff. All contact must be addressed to the Town's Procurement Agent, except for questions submitted as set forth in Section 3, Inquiries, above.

- e. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Professional Service Agreement including the Scope of Work and other Exhibits.

16. Protests. Any proposer may protest this RFP issued by the Town, the proposed award of a Professional Services Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the Town Procurement Code.

Proposal Format; Scoring

The Town will conduct the selection process according to the schedule on the cover page of this RFP. Upon receipt of a Proposal, each submittal will be reviewed for compliance with the Proposal requirements. Proposals shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements may result in a determination that the Proposal is non-responsive. Additionally, the Proposal will be scored and points awarded points based upon the scoring criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria and not the minimum number that may be awarded.

Section 1: General Information

- a. One page cover letter as described in Section III, 1(b).
- b. Provide a general description of the Firm that is proposing to provide the required services, including the number of years in business.
- c. Explain the legal organization of the Firm. Provide identification information of the Firm. Include the legal name, address, identification number and legal form of the Firm (e.g., partnership, corporation, joint venture, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If the Firm is a wholly owned subsidiary of another company, identify the parent company. Provide the name, address and telephone number of the person to contact concerning the Proposal.
- d. Identify the locatoin of the Firm's principal office and the local work office, if different.
- e. List Arizona professional registrations and contractor licenses held by the Firm and key personnel that will be assigned to this contract.
- f. Identify three contracts of similar nature which the Firm currently holds or has held in the past three years. For each contract identified, provide (i) description of the contract and (ii) contract reference information.

- g. Provide a description of other projects of a similar nature that the Firm's organization has been involved in within the last three years. The Firm shall provide a list of at least three other municipalities or organizations of a similar size to the Town in which work has been performed. This list shall include, at a minimum, the following:

- Name of company or organization
- Contact name
- Contact address, telephone number and email address
- Type of services provided

The above information must be current, as this will be used to verify references. Inability of the Town to verify references may result in the Firm's disqualification.

Section 2: Key Personnel Experience

- a. Provide an organizational chart showing key personnel to be involved in this project.
- b. For each key person identified, list at least two comparable contracts in which they have played a primary role. Provide:
- Description of the contract.
 - Role of the individual employee.
 - Contract owner reference information.

Section 3: Project Understanding and Approach

- a. Provide a brief summary of the project indicating the Firm's understanding of this Project. Include a sample proposed schedule of services as it relates to the Scope of Work described in the Professional Service Agreement in Exhibit A.
- b. Describe the Firm's approach to performing the required services and its approach to contract management, including its perspective and experience on partnering, customer service, quality control, scheduling and staff.

Project Costs:

The respondent to the RFP shall be required to construct a project cost analysis which depicts at a minimum the following:

1. Direct Labor – Fees – Expenses (staffing assignment- hourly rate)
2. Indirect Costs – Additional Consulting Services
3. Reimbursable Expenses – i.e. document reproduction, drawing reproductions, long-distance telephone, travel within the State of Arizona. The Consultant agrees the expenses shall be normal, reasonable and in keeping with prudent and conservative expenditure of public monies

Selection Criteria

The Selection Committee will engage the following process in order to make a final recommendation for award. This will consist of a qualification appraisal, which will result in the proposals received being ranked numerically based on the following criteria:

Evaluation Form

CRITERIA	WEIGHT	RATING	SCORE
General Information	20		
Key Personnel Experience	20		
Project Understanding and Approach	50		

RATING GUIDE (Actual may be any number from 0 - 10 using this guide)

- 2 Marginal
- 5 Acceptable
- 8 Good
- 10 Outstanding

Award of Agreement

1. Scoring/Award of Agreement: Proposals shall be opened at the time and place designated on the cover page of this RFP. The name of each Vendor and the identity of the RFP for which the Proposal was submitted shall be publicly read and recorded in the presence of witnesses. PRICES SHALL NOT BE READ. The Town Council shall award the Professional Services Agreement to the responsible and responsive Vendor whose Proposal is determined, in writing, to be the most advantageous to the Town and best meets the overall needs of the Town taking into consideration the evaluation criteria set forth in this RFP. After the Town has entered into a Professional Services Agreement with the successful Vendor, the successful Proposal and the scoring documentation shall be open for public inspection.

Unless the Proposal states otherwise, or unless provided within this RFP, the Town reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the Town.

The selected Vendor will be required to execute the Town's standard Professional Services Agreement in a form acceptable to the Town Attorney. A sample of the standard agreement is included with this RFP. If the Town is unsuccessful in negotiating a Professional Services Agreement with the highest-scoring Vendor, the Town may then negotiate with the second, then third, highest-scoring Vendor until an agreement is executed. Town Council approval may be required. The Town reserves the right to terminate the selection process at any time, with all expenses of all Vendors paid by such Vendors and not the Town.

2. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFP, the Town expressly reserves the right to: (i) waive any immaterial defect or informality, (ii) reject any or all Proposals or portions thereof and (iii) reissue an RFP.

VENDOR INFORMATION FORM

By submitting a Proposal, the submitting firm certifies that it has reviewed the administrative information and draft of the Professional Services Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

Stantec Consulting Inc.
FIRM SUBMITTING PROPOSAL

86 0680077
FEDERAL TAX ID NUMBER

Douglas E. Hood, CBO
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

8211 South 48th Street
ADDRESS

(602) 438-2200 (602) 431-9562
TELEPHONE FAX#

Phoenix, AZ 85044
CITY STATE ZIP

September 12, 2008
DATE

WEB SITE: www.stantec.com

EMAIL ADDRESS: doug.hood@stantec.com

TOWN OF CAMP VERDE

Council Agenda Action Form

Meeting Date: September 24, 2008

Meeting Type: Regular

Type of Presentation: Verbal Only

Staff Resource: Nancy Buckel

REFERENCE DOCUMENT: RES 2008-755 - DEVELOPMENT AGREEMENT

AGENDA TITLE: Discussion and possible approval of Resolution 2008-755, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona approving the Development Agreement between the Town and Cherry Creek Trail, LLC, Dugan McDonald, owner for the Development of property known as Ringo Rio and located between Old Highway 279 and SR 260 on parcels 403-16-001F and 403-15-002P, and authorizing the Mayor to execute the agreement.

PURPOSE AND BACKGROUND INFORMATION: This is a continuance of Council review and possible approval of the Development Agreement submitted on behalf of the owner, Dugan McDonald, to allow for grading to commence before all entitlements have been obtained from the Town to develop Ringo Rio, a Planned Area Development on parcels 403-16-001F and 403-15-002P.

After coming out of an executive session with the attorney, staff was directed by Council to work with the developer, Mr. McDonald, to bring back an amendment agreement. Staff has met with Mr. McDonald and has determined that a more complete description of the development was necessary along with a time line that the developer could be held to. This would allow staff to monitor the progress of the development and if the developer fell behind on the submittal process or development time line, all grading activity could be interrupted until the developer could become current with the agreement.

In addition, staff was able to determine exactly why the developer wants to initiate the grading activity before receiving all entitlements needed for construction to begin on the project. Mr. McDonald has the ability to enter into contract with a large contracting firm to do all of his grading at no cost to himself in return for allowing the contractor to have all un-used material for other projects they are working on in near-by communities. This is a very large cost savings when considering the amount of work that needs to be done. Another issue that enforces the need for the developer to move forward with the grading is that the financial lender is requiring approval from the Town before any monies can be released to fund this project. Until such funding is acquired, the developer is carrying the complete financial responsibility for this project.

The rough grading will be conducted solely on parcel 403-15-002P to bring the elevation of the main entrance into the RV Park down for easy access of RVs and motorhomes from Old 279 which currently is a very steep hill with absolutely no access. The design of the RV Park requires the removal of the hillside and the leveling out of the terrain. The plan for the RV Park is based on a design for ease of access and maneuverability for the big rigs that are becoming the standard for these type of vehicles.

The developer believes he has met all the requirements as outlined in Section 108 S.4. for a Development Grading Permit and has agreed to all stipulations laid out by staff in the exhibits and especially the reasons for requesting this approval before all approvals for this development have been acquired as noted in the memo addressed to the Community Development Director. Mr. McDonald has also included for the Council review a narrative describing his project in more detail.

STAFF RECOMMENDATION(S): Motion to approve Resolution 2008-755 , a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona approving the Development Agreement between the Town and Cherry Creek Trail, LLC, Dugan McDonald, owner for the Development of property known as Ringo Rio and located between Old Highway 279 and SR 260 on parcels 403-16-001F and 403-15-002P, and authorizing the Mayor to execute the agreement.



RESOLUTION 2008-755

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA APPROVING THE DEVELOPMENT AGREEMENT BETWEEN THE TOWN AND CHERRY CREEK TRAIL, LLC. DUGAN MCDONALD, OWNER FOR THE DEVELOPMENT OF PROPERTY KNOWN AS RINGO RIO AND LOCATED BETWEEN OLD HIGHWAY 279 AND SR 260 ON PARCELS 403-16-001F AND 403-15-002P, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

RECITALS:

- A. The Town has the authority to enter into development agreements pursuant to ARS §9-500.05.
- B. The Developer has met the requirements pursuant to Section 108 S.4. of the Planning and Zoning Ordinance to obtain a Development Grading Permit by providing a Development Agreement and a Bond of Assurance to ensure the completion of the grading and/or the reclamation of the property.
- C. It is determined in the best interest of the Town that it enters into the Development Agreement with Dugan McDonald for the proposed development of property located between Old Highway 279 and State Route 260 on parcels 403-16-001F and 403-15-002P.

NOW THEREFORE, BE IT RESOLVED:

- 1. That the development agreement between the Town and Cherry Creek Trail LLC, Dugan McDonald owner, with the effective date of September 24, 2008 is approved; and
- 2. That the Mayor is authorized to execute the agreement for and on behalf of the Town.

Passed and approved this 24th day of September 2008.

Tony Gioia, Mayor

Date: _____

Attest:

Approved as to form:

Deborah Barber, Town Clerk

Town Attorney

RINGO RIO PROJECT NARRATIVE

RV Resort:

The RV resort as shown on the attached Conceptual Master Plan of the project, being made a portion hereof by the reference, includes approximately 100 RV spaces and approximately 100 park model spaces. All of these spaces are located within a park like setting that includes: walking trails, fishing ponds, swimming pool, recreation areas and ample green space for the enjoyment of the residents.

With the construction of the park will also come the construction of the Welcome Center Building. This building will be of Rural Western design and shall include:

Guest check in, the park maintenance office, a small convenience store, laundry and shower facilities. Also from the welcome center location; Free shuttle rides to Cliff Castle Casino will be available.

All of the RV spaces within the park will have full hookup facilities, and are thoughtfully designed in such a way that backing-up of the RV Units will not be necessary.

All of the Park Model units within the park will be outfitted with wrap-around porches for the enjoyment of the residents.

Tract ■A• shown on the Conceptual plan is reserved for a gas station and maintenance facility [this area is for sale of lease]. Half of this space would be made available to the residents to allow them to conduct routine maintenance if they so desire [tools and space would be rented from the park].

Commercial & Retail Area:

The commercial & retail area of the development is again situated within a park like setting. Our over all design concept for this area is to create an environment where the enjoyment of the grounds is as enjoyable as the shopping and dining experiences offered.

****Please make reference to the attached Conceptual Drawing.**

The Steak House, The Country Store and the Cantina within this area will be constructed first as attributes to the RV park (they will also be open to the public). The thought being that the 200 + unit RV park would help support these ventures financially, and also the

availability of The Steak House, The Country Store and the Cantina would help make the RV a most popular place to stay.

Please note that there is a Special Event Area located between the steakhouse and the lake. This space allows ample room for events such as music and art performances.

The over all building designs shall be of Rural Western design and would set the tone for the remainder of the retail sites.

The Wastewater Treatment Plant will be located within the commercial and retail area; this plant will be installed as a portion of the first phase of the R.V. Park. The treated reclaimable water from this plant will be utilized throughout both the RV and the Retail areas for irrigation purposes.

The Developer hereby acknowledges that he must post a bond or other approved and acceptable form of assurance to the Town of Camp Verde for the rehabilitation of the property, should there be an unlikely or unforeseen delay in the completion of any and each phase of the development project. The assurance to the Town of Camp Verde for the rehabilitation of "Phase One" of this project shall be based on the engineer's estimate.

Bonding for each and every phase of this development as required by the Town of Camp Verde shall be base on the engineer's estimate for each specific phase.

Please note that bonding cannot be obtained without engineer approved plan sets for each of the intended phases of this project, as the bonding is based upon the complete and approved plans and is issued based upon professional engineers estimate of all costs pertaining to the project.

The Developer acknowledges that no permits shall be issued by the town for the construction of any specific phase until proper bonding for that specific phase is obtained.

The Developer acknowledges that building permits must be obtained within six months of the date use permits are issued. Therefore, applications for special use permits shall take place only after "Phase One", being the rough grading of this project, is completed.

When Recorded Please

Return To:

Town of Camp Verde
Office of the Clerk
473 South Main Street, Suite 102
Camp Verde AZ 86322

DEVELOPMENT AND GRADING AGREEMENT

THIS DEVELOPMENT AND GRADING AGREEMENT (the “**Agreement**”) is entered into this 24th day of September, 2008 (“**Effective Date**”), by and between CHERRY CREEK TRAIL, LLC, OWNER DUGAN L. McDONALD, a married man dealing with his sole and separate property, the “**Developer**” and the TOWN OF CAMP VERDE, an Arizona municipal corporation (the “**Town**”). This Agreement is entered into pursuant to Town Resolution Number 2008-755.

RECITALS

A. WHEREAS, A.R.S. § 9-500.05 authorizes the Town to enter into development agreements with landowners and persons having an interest in real property that is located in the Town; and

B. WHEREAS, this Agreement is entered into pursuant to Section 108 (S) COMPREHENSIVE GRADING REGULATIONS of the Town’s Planning and Zoning Ordinance.

C. WHEREAS, the Developer is the owner of Ringo Rio (the “**Property**”) real property located roughly Section 9 and 10, Township 14 North, Range 4E, Gila and Salt River Base and Meridian, Yavapai County, Arizona, which is more specifically described on Exhibit A; and

D. WHEREAS, the Property is located within the Town limits; and

E. WHEREAS, this Agreement is consistent with the portions of the Town’s General Plan applicable to the Property on the date this Agreement is executed; and

F. WHEREAS, the Town’s governing body has authorized execution of this Agreement by Resolution No. 2008-755 a copy of which is attached to this Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

1.1. Certificate of Completion as used in this Agreement, shall mean a final written acceptance of the completed and inspected project issued by the Director of the Community Development Department. A certificate of completion will not be issued until the entire project is completed in conformance with the Agreement and accepted by the Town.

1.2. Town shall mean and refer to the Town of Camp Verde, an Arizona municipal corporation, and any successor public body or entity.

1.3. Developer shall mean and refer to Dugan L. McDonald, a married man dealing with his sole and separate property.

1.4. Improvements shall mean and refer to all public and private improvements which may be constructed from time to time on the Property, including, without limitation, all structures, buildings, roads, driveways, parking areas, walls, landscaping and other improvements of any type or kind, or any other alteration of the natural terrain to be built by the Developer or the Town, as the case may be, pursuant to the terms of this Agreement. The Improvements are generally described on Exhibit B.

1.5. Preliminary PAD shall mean and refer to that Preliminary PAD which sets forth specific uses, densities, features and other development matters with respect to the Property.

1.6. Property as used in this Agreement shall mean and refer to all of the real property which is legally described in Exhibit A.

1.7. Grading Plan as used in this Agreement shall refer and relate to the intended use of the property for purposes of this Agreement and is set forth in Exhibit C. Exhibit C sets forth those portions of the property that are currently in the process of being designed and engineered, as well as the preliminary "pre-formal design" rough Grading Plan being designated herein and hereafter as "Phase One" of the overall project.

1.8. Schedule of Performance shall mean and refer to that schedule of performance agreed to by the Town and the Developer as set forth in Exhibit D attached hereto and incorporated herein by this reference, which supercedes all previous schedules of performance applicable to the Property.

1.9. Project shall mean the work described in the Grading Plan and the Improvements.

ARTICLE 2. DEVELOPMENT PLAN

2.1. Duration of Development Agreement. The term of this Agreement shall continue and exist from the Effective Date of this Agreement until a "Certificate of Completion" for the Improvements is issued by the Town, unless sooner cancelled as provided in Sections 2.3 and 3.2 of this Agreement.

2.2. Schedule of Performance. The Town and the Developer intend that the planning and development of the Property shall be achieved pursuant to the Schedule of Performance attached hereto as Exhibit D.

2.3. Failure of Timely Performance. In the event that the Developer fails to perform any of its obligations which are set forth in or contemplated by this Agreement or in the Schedule of Performance in a timely manner, and should such failure not otherwise be excused by written agreement between the parties or by the terms of this Agreement, such failure shall be considered to be a breach of this Agreement and the Town shall have the right to terminate this Agreement and any and all other remedies available at law or equity.

2.4. Approval and Processing of Plans and Permits. The Town hereby acknowledges and agrees that the grading of the Property may occur over a span of two (2) years after the Effective Date and may require the Town's ongoing participation in the review and approval of modifications and amendments to any site plans, grading plans, grading permits, building permits, archaeological and historic preservation review and disposition, and other plans, permit applications and inspections which are a part of the Town's current building and development requirements.

2.5. Review Process. The Town acknowledges the necessity for expeditious review by the Town of all plans and other materials ("**Submitted Materials**") submitted by the Developer to the Town hereunder and agrees to use its reasonable efforts to accomplish such an expeditious review of the Submitted Materials whenever possible.

ARTICLE 3. TERM

3.1. Term. The term of this Agreement shall be for two (2) years, commencing on the Effective Date.

3.2. Early Termination. The Town shall have the right to terminate this Agreement early if, in the discretion of the Town, the Developer has failed to perform, as defined in Section 2.3 above, including (without limitation) the Developer's failure to timely commence or continue grading and development of the Property.

ARTICLE 4. CONSTRUCTION

4.1. Construction Duration. The Developer shall obtain a grading permit pursuant to the requirements of Section 3306 of the 1997 Uniform Building Code, (or a similar requirement under a later adopted building code) and a development grading permit pursuant to Section 108 (S) Comprehensive Grading Regulations of the Town's Planning and Zoning Ordinance, as may be amended from time to time no later than no later than 60 days from the approval of this Development Agreement.

4.2. Construction of Improvements. Developer, at his own expense, does hereby agree to construct and or grade the designated "Phase One" of the Project in strict accordance with the approved Grading Plan therefore. (Exhibit C)

4.3. Assurance. The Developer does hereby agree to post a bond or other approved and acceptable form of assurance ("**Assurance**") to the Town of Camp Verde for the rehabilitation of the Property should there be any delay in the completion of any and each phase of the Project. The Assurance to the Town of Camp Verde for the rehabilitation of the "Phase One" of this Project shall be based on the Town engineers' cost estimate.

4.4. Additional Assurances to the Town of Camp Verde. Prior to the construction and/or rehabilitation of each and every phase of the Project, the Developer shall provide such additional assurances as are required by the Town based upon the Town engineers' cost estimate. The amount of the additional required assurance then shall be posted and made available to the Town prior to commencing construction on any specific phase.

4.5. No Other Work to be Done During the Grading Process. The Developer does hereby agree that during the period of time that the rough grading of the Property is being conducted, unless earlier terminated as set forth herein, Developer shall not commence, construct, or perform any other work on the Project other than that which has been approved as shown on the Phase One Grading Plan (Exhibit C).

4.6. Formal Design and Engineering Drawings. The Developer does hereby acknowledge and agree that formal design and engineering drawings must be completed by the Developer's design engineer, Luke A. Sefton, P.E., Southwest Engineering Consultants, and shall be presented to the Town of Camp Verde for review and approval. The Developer also acknowledges that proper assurances must be posted prior to commencing construction on any other phase of construction, including any finish grading or construction of any kind other than what is shown on the Grading Plan designated herein as Phase One (Exhibit C).

4.7. Issuance of Permits. The Town shall not issue any permit for development of the Property or any portion of the Property, unless the Town has agreed to and received an acceptable form and amount of Assurance.

4.8. Substitution of Assurance. The Developer may submit substitute Assurance in the form and amount acceptable to the Town at any time during which the Developer is not in default under the terms of this Agreement. Should the ownership of the Property change, the responsibility for the Assurance may be transferred to Developer's successors or assigns. However, prior to any transfer or substitution of assurance, the Developer must first receive the written approval of the Town Engineer. Any subsequent sale, lease, or other assignment of the Property shall be subject to all of the provisions contained in this Agreement. Pursuant to A.R.S. §9-500.05(D), the benefits and burdens of this Agreement are binding on and inure to the parties' respective successors in interest and assigns.

4.9. Assurance of Construction. This Agreement is submitted as an Assurance that the Developer will construct the Improvements as required by State and local law and as set forth in the Plats and/or Construction Drawings accepted and approved by the Town of Camp Verde.

4.10. Commencement of Construction. Developer agrees to commence construction of the rough grading "Phase One" of this Project within ninety (90) days after the Effective Date. All other Improvements and construction shall be commenced and conducted in accordance with a mutually agreed upon written timeline between the parties. Said timeline shall substantially conform to the formal design and engineering plan as described in the Grading Plan. The grading of the Project shall begin within ninety (90) days after the Effective Date.

ARTICLE 5. INDEMNIFICATION

5.1. Developer agrees to defend, indemnify and hold harmless the Town, its officers, officials, employees and consultants (“**Indemnified Group**”) for liability from and against claims, damages, losses and expenses of any nature whatsoever (including but not limited to reasonable attorney fees, court costs, the costs of appellate proceedings, and all claim adjusting and handling expense), relating to, arising out of, resulting from or alleged to have resulted from the Developer’s acts, errors, mistakes or omissions relating to any action or inaction of the Developer under this Agreement, including but not limited to work or services in the performance of this Agreement by any subcontractor or anyone directly or indirectly employed by or contracting with the Developer or a subcontractor or anyone for whose acts any of them may be liable.

5.2. If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Agreement, including but not limited to the mere act of entering into this Agreement, Developer (at its sole cost and expense) shall pay, resist or defend such claim or action on behalf of the Indemnified Group by the attorney of the Developer, or if covered by insurance, Developer’s insurer, all of which must be approved by the Town, which approval shall not be unreasonably withheld or delayed. The Town shall cooperate with all reasonable efforts in the handling and defense of such claim. Notwithstanding the foregoing, the Town may engage its own attorney to defend or assist in its defense, and the Developer shall pay the reasonable costs and expenses thereof.

5.3. Any settlement of claims must fully release and discharge the Indemnified Group from any liability for such claims. The release and discharge shall be in writing and shall be subject to approval by the Town, which approval shall not be unreasonably withheld or delayed. If Developer neglects or refuses to defend any of the Indemnified Group as required by this Agreement, any recovery or judgment against the Indemnified Group for a claim covered by this Agreement shall conclusively establish Developer’s liability to the Indemnified Group in connection with such recovery or judgment. If the Town desires to settle such dispute, the Town shall be entitled to settle such dispute in good faith and Developer shall be liable for the amount of such settlement, and all expenses in connection with such settlement.

5.4. The indemnity provisions of this Agreement shall survive the termination of this Agreement.

ARTICLE 6. MEDIATION AND DEFAULT

6.1. Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation or some other dispute resolution procedure. In the event that the parties cannot agree upon the selection of a mediator within seven (7) days, either party may request the presiding judge of the Superior Court of Yavapai County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

With a copy to: Town Attorney
Town of Camp Verde
473 South Main Street, Suite 102
Camp Verde, Arizona 86322

If to the Developer: Dugan L. McDonald
PO Box 3270
Camp Verde, Arizona 86322

or to such other addresses as either party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices given by mail shall be deemed delivered 72 hours following deposit in the United States Postal Service in the manner set forth above.

9.2. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

9.3. Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions of the Agreement.

9.4. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Developer represents and warrants that it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Developer and the Town warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing. The Developer represents to the Town that by entering into this Agreement, the Developer has bound the Property and all persons and entities having any legal or equitable interest therein to the terms of the Agreement.

9.5. Entire Agreement. This Agreement, including the following exhibits, constitutes the entire agreement between the parties.

Exhibit A	Legal Description of Property
Exhibit B	Description of Improvements
Exhibit C	Grading Plan
Exhibit D	Schedule of Performance

9.6. Amendment of the Agreement. This Agreement may be amended, in whole or in part and with respect to all or any portion of the Property, only with the mutual written consent of the parties to this Agreement or by their successors in interest or assigns. The Town shall record the amendment or cancellation in the official records of the Yavapai County Recorder.

9.7. Severability. If any other provision of the Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.

9.8. Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The parties agree that venue for any action commenced in connection with this Agreement shall be proper only in a court of competent jurisdiction located in Yavapai County, Arizona, and the parties hereby waive any right to object to such venue.

9.9. Recordation of Agreement and Subsequent Amendment, Cancellation. This Agreement, and any amendment or cancellation of it shall be recorded in the official records of the Yavapai County Recorder no later than ten (10) days after the Town and the Developer execute such agreement, amendment, or cancellation, as required by A.R.S. § 9-500.05.

9.10. Attorneys' Fees and Costs. If either party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs.

9.11. Notice of Conveyance or Assignment. The Developer shall give notice to the Town of any sale of the entire Property at least ten (10) days prior to the effective date of the sale.

9.12. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a party hereto shall have any right or cause of action hereunder.

9.13. No Agency Created. Nothing contained in this Agreement shall create any partnership, joint venture, or agency relationship between the parties.

9.14. Non-Liability of City Officials and Employees. Except for mandamus and other special actions, no member, official or employee of the Town shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the Town or for any amount that may become due to the Developer or successor, or under any obligation under the terms of this Agreement.

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

THE TOWN OF CAMP VERDE, an
Arizona municipal corporation

THE DEVELOPER:

By: _____
Mayor

By: _____
Dugan L. McDonald

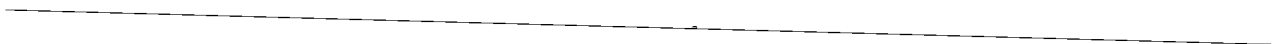
Date: _____

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

Town Attorney



STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Tony Gioia, Mayor of the Town of Camp Verde, Arizona, a municipal corporation.

Notary Public

My Commission Expires: _____

STATE OF ARIZONA)
) ss.
County of Yavapai)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Dugan L. McDonald.

Notary Public

My Commission Expires: _____



EXHIBIT "A"

LEGAL DESCRIPTION
FOR

A PARCEL OF LAND LOCATED IN SECTIONS 9 AND 10, TOWNSHIP 14 N., RANGE 4 E., G&SRB&M, CAMP VERDE, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE 1/4 CORNER COMMON TO SAID SECTIONS 9 AND 10.

THENCE N. 0° 26' 25" E. (BASIS OF BEARINGS), ALONG THE SECTION LINE, A DISTANCE OF 1284.45 FEET.

THENCE N. 32° 18' 10" W., ALONG THE CENTER LINE OF OLD HIGHWAY 279, A DISTANCE OF 58.23 FEET.

THENCE N. 88° 30' 21" W., ALONG THE 1/16TH LINE, A DISTANCE OF 375.96 FEET.

THENCE S. 41° 53' 54" W. A DISTANCE OF 1402.09 FEET.

THENCE ALONG A NON-TANGENT CURVE TO THE LEFT, ALONG THE NORTHERLY R/W LINE OF STATE HIGHWAY 260, SAID CURVE HAVING A CENTRAL ANGLE OF 5° 12' 10", A RADIUS OF 7537.27 FEET, A CHORD BEARING OF S. 55° 55' 58" E., A CHORD DISTANCE OF 684.19 FEET, A CURVE LENGTH OF 684.42 FEET.

THENCE S. 58° 25' 06" E. ALONG SAID R/W A DISTANCE OF 403.71 FEET.

THENCE ALONG A CURVE TO THE RIGHT ALONG SAID R/W LINE HAVING A CENTRAL ANGLE OF 8° 21' 07", A RADIUS OF 7739.44 FEET, A CHORD BEARING OF S. 54° 14' 23" E., A CHORD DISTANCE OF 1127.18 FEET, A CURVE LENGTH 1128.18 FEET.

THENCE, NON TANGENT, N. 40° 32' 29" E., A DISTANCE OF 99.92 FEET.

THENCE N. 38° 34' 07" E. A DISTANCE OF 734.74 FEET.

THENCE N. 32° 23' 14" W. ALONG THE CENTER LINE OF OLD HIGHWAY 279, A DISTANCE OF 333.92 FEET.

THENCE N. 88° 32' 47" W. A DISTANCE OF 836.38 FEET TO THE BEGINNING.

A PARCEL CONTAINING 49.58 ACRES MORE OR LESS.

Exhibit B

DESCRIPTION OF THE RINGO RIO DEVELOPMENT AT CHERRY CREEK

Ringo Rio RV Resort:

The RV resort as shown on the attached Conceptual Master Plan of the project, being made a portion hereof by the reference, includes approximately 100 RV spaces and 100 park model spaces. All of these spaces are located within a park like setting that includes: walking trails, fishing ponds, swimming pool, recreation areas and ample green space for the enjoyment of the residents.

With the construction of the park will also come the construction of the Welcome Center Building. This building will be of Rural Western design and shall include:

Guest check in, Park Maintenance Office, Convenience Store, Laundry and Shower facilities. Free shuttle rides to Cliff Castle Casino will also be provided

All of the RV spaces within the park will have full hookup facilities, and are thoughtfully designed in such a way that backing-up of the RV Units will not be necessary.

All of the Park Model units within the park will be outfitted with wrap-around porches for the enjoyment of the residents.

Tract A shown on the Conceptual plan is reserved for a Gas Station and Maintenance Facility (This area will be sold or leased for development). Half of the maintenance facility would be made available to the residents to allow them to conduct routine maintenance, if they so desire (Tools and Space would be rented from the RV Park).

Ringo Rio Commercial & Retail Area:

The commercial & retail area of the development is situated within a park like setting. Our over all design concept for this area is to create an environment where the enjoyment of the grounds is as enjoyable as the shopping and dining experiences offered.

****Please make reference to the attached Conceptual Drawing.**

The steak house, country store and cantina within this area will be constructed first as attributes to the RV park (they will also be open to the public). The thought being that the 200 + unit RV Park would help support these ventures financially, and also the availability of the steak house, country store and the cantina would help make the RV a popular place to stay.

Please note that there is a Special Event Area located between the steakhouse and the lake. This space allows ample room for events such as music and art performances.

The over all building designs shall be of rural, western design and will set the tone for the remainder of the retail sites.

The wastewater treatment plant will be located within the commercial and retail area; this plant will be installed as a portion of the first phase of the R.V. Park. The treated reclaimable water from this plant will be utilized throughout both the RV and the Retail areas for irrigation purposes.

DESCRIPTION OF THE PHASES

Phase One (31 acres)

Activity during this phase will include the rough grading of the site. This grading shall take place on the northerly 31 acres of the project site and includes the removal and/or re-distribution of approximately 800,000 cubic yards of earth.

The purpose of this rough grading project is to take out the large hills and mounds located on the project site that are not conducive to the development of the RV Resort. This design principle is based on accessibility issues associated with maneuverability of large RV units. Providing ease of access and maneuverability within the park will make the park very attractive to the customer. Currently, the main access point off of Old 279 is a steep hill and must be drastically reduced during the grading phase to create an inviting entrance to the park. All of the roadway within the park will be paved and there will be concrete pads and fire places for each of the RV sites.

Phase Two (31 acres total)

Finish grading of the RV Park, including roadways, ponds, pool, RV pads and spaces, the installation of all underground utilities and drainage structure and the construction of the building pads.

80,000 cubic yards of earth moved during the phase.

Phase two also includes finishing the second 1/2 of the RV Park of 50 RV spaces, and 50 park model spaces, the construction of the 14,000 square foot Welcome Center building, the paving of the roadways, pouring the concrete RV pads, installation of the package wastewater plant, building of the ponds, and landscaping.

Phase Three (15 of the original 31 acres)

Completion of the remainder of the RV Park, (50 RV spaces and 50 park model spaces), the paving of the roadway, cleaning up of the RV pad sites, the pouring of the concrete pads and the completion of landscaping.

* Water for drinking and fire protection to be provided by Camp Verde Water.

* Irrigation and pond water being provided from two wells located on the site, and is to be supplemented by the wastewater treatment plant.

Phase Four (15 acres total)

The grading of the retail site will be done during this phase, and the creation of a park area will include the installation of all of the underground utilities and drainage structures, building pads, trail systems, pond and green space, the paving of the parking and roadways as shown on the conceptual plan.

The construction of a 6,000 square foot steak house, a 4,000 square foot cantina, and 3,500 square foot country store, will be complete the build out to provide additional attributes to the public and for the enjoyment of the RV Park residents.

The historic Post Office, originally the Cornville Post Office, will be somewhat restored and added to the area as a charming centerpiece.

The remaining building pads will be for lease. This vacant land may be used as a meeting area or utilized as a festival area, until all of the spaces are leased.

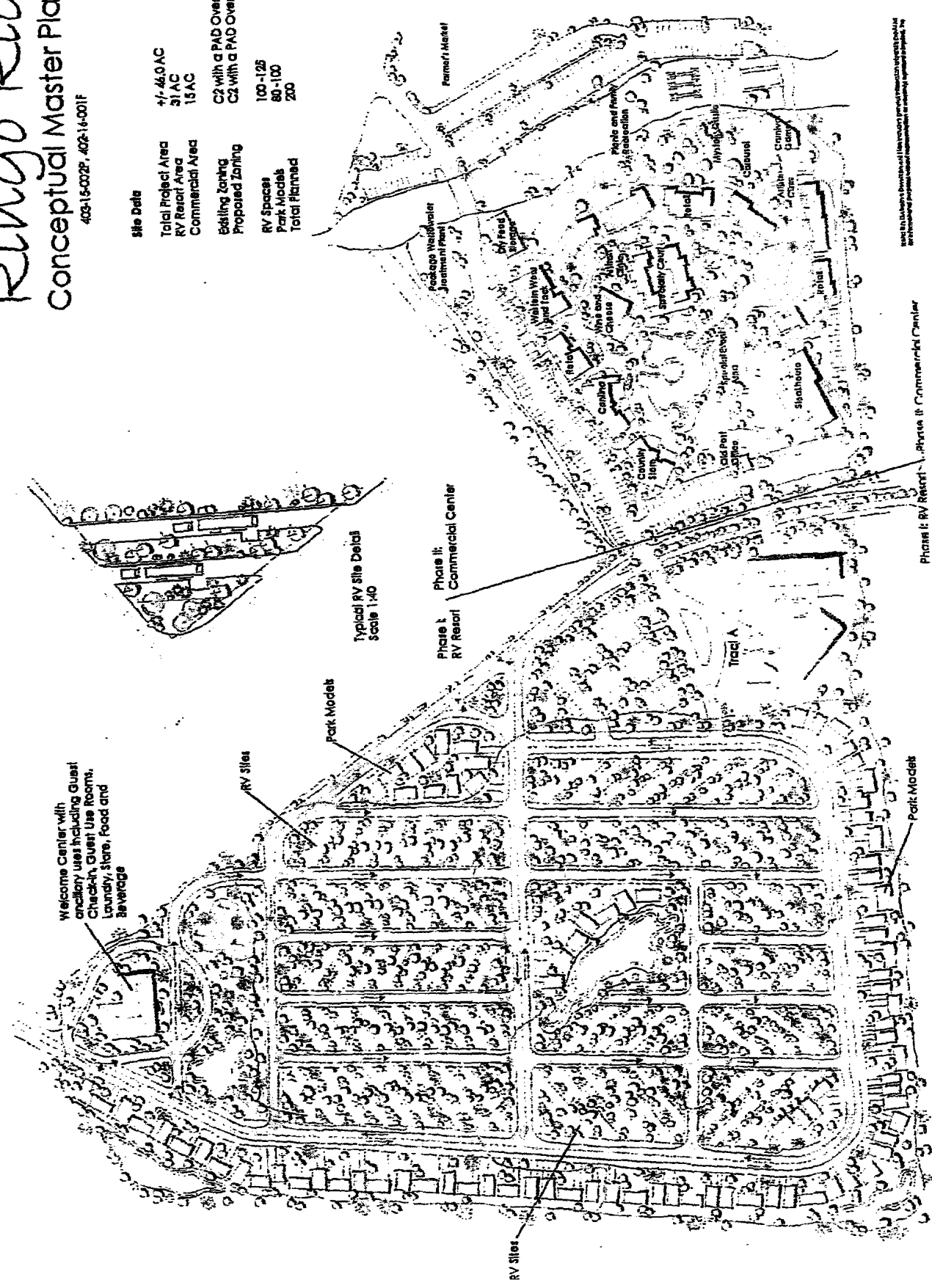
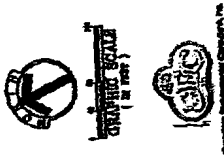
RÍNGO RÍO

Conceptual Master Plan

403-15-002P, 402-16-001F

Site Detail		
Total Project Area	41-46.0 AC	
RV Resort Area	31 AC	
Commercial Area	15 AC	
Setback Zoning	C2 with a PAD Overlay	
Proposed Zoning	C2 with a PAD Overlay	
RV Spaces	100-125	
Park Models	80-100	
Total Planned	200	

Owner:
Dugan Lee McDevold
738 South Park Drive
Camp Hill, PA 17022
717-487-4381 Fax



Phase I: RV Resort, Phase II: Commercial Center

Phase I: RV Resort, Phase II: Commercial Center

Park Models

Typical RV Site Detail
Scale 1:40

Welcome Center with ancillary uses including Guest Checkout, Guest Use Rooms, Laundry, Store, Food and Beverage

RV Sites

Park Models

Phase I: RV Resort
Phase II: Commercial Center

RV Sites

Park Models

Phase I: RV Resort, Phase II: Commercial Center

Phase I: RV Resort, Phase II: Commercial Center

Park Models

Typical RV Site Detail
Scale 1:40

Welcome Center with ancillary uses including Guest Checkout, Guest Use Rooms, Laundry, Store, Food and Beverage

RV Sites

Park Models

Phase I: RV Resort
Phase II: Commercial Center

RV Sites

Park Models

Phase I: RV Resort, Phase II: Commercial Center

Phase I: RV Resort, Phase II: Commercial Center

Park Models

EXHIBIT C
(Grading Plan)

Exhibit D

SCHEDULE OF PERFORMANCE

Whereas : The Municipality, in order to protect the Health, Safety, and General Welfare of the community, requires that development take place in conformance to all laws and regulations and also requires the completion of various improvements within the development and thereby limits the harmful effects of substandard developments which leave property undeveloped and unproductive.

The Developer intends to develop that property as described, and as shown on The Results of Survey Map, which is made a part hereof by this reference. The Developer of the property intends to develop the property more fully, all of which is subject to that certain development plan and The Development Agreement attached which is incorporated herein by this reference and includes the Site Plan, The Grading Plan and the Environmental Protection Plan (SWPPP), prepared by Luke A. Sefton, a professional Engineer with Southwest Environmental Consultants of Sedona, Arizona.

An Assurance Bond will be submitted as is required by the Town code (at the cost to the developer of \$30,000.00), to ensure that there is no threat to the Health, Safety, and the General Welfare of the community, and also to ensure that the development takes place in conformance to all laws and regulations, thereby limiting the harmful effects of a substandard development which leave property undeveloped and unproductive.

Now therefore, upon the completion of the working alliance established between the Town of Camp Verde and Dugan Mc Donald that this Development Agreement creates. Thereafter, the Town of Camp Verde and Dugan Mc Donald, the 'Developer', do agree, as is stated in the Development Agreement, that they will continue to work together on this project in the spirit of this agreement to ensure the most positive and productive results possible, both in the interest of the Town and the Developer.

UPON THE APPROVAL OF THE DEVELOPMENT:

1. **Construction of Improvements:** The developer hereby agrees to construct and/or grade the designated **Phase One** of the project in strict accordance with the approved Grading Plan and within the terms of this Development Agreement.
 - A. The Developer wishes to conduct this grading activity before all entitlements have been granted by the Town for the following reasons:
 1. He has an opportunity to enter into an agreement with a 3rd party to perform the grading activity at no cost to the Developer for the material removed from this project.
 2. The Financial Lender is requiring approval from the Town before funding for this project can be released to the Developer. Until such funding is acquired, the Developer is carrying the complete financial responsibility for this project.
 3. By submitting this Development Agreement, the Developer believes he has met all requirements necessary for approval of the grading permit as required by Section 108S.
 - 4.
2. **Posting of Assurance Bond:** The Developer does agree to post a bond or other approved form of assurance to the Town of Camp Verde for the rehabilitation of the property should there be an unlikely

Assurance to the Town of Camp Verde for the rehabilitation of the Phase One of this project shall be based on the engineers estimate and made available to the Town of Camp Verde before any specific phase of construction shall begin.

3. **The Developer does hereby agree** that during the period of time (estimated at two years) while the rough grading of the property is being conducted, (being described herein as **Phase One**), he shall diligently work towards obtaining all entitlements from the Town to include, but not be limited to approval of all submitted Design and Engineering drawings, amendment to the current PAD, a Use Permit for the development of the RV Park, Design Review Approval of the development and all required building permits to develop the site as proposed in this plan. No other work on the project shall be conducted during Phase One, other than what has been approved as shown on the Phase One Grading Plan.

While completing **Phase One** of this development, the Engineering Team lead by Mr. Luke Sefton of SEC, will continue to work on the formal and final plan sets for the development and construction of this project. The cost for the plan is estimated to be about \$110,000.00 dollars and includes the final design plans, final grading plans, final drainage reports, and design plans for the placement of all underground utilities, including Sewer, Water, Phone and Electric drawings. This final plan set will also include all of the drawings and plan sets for the offsite improvements for both Hwy 260 and Hwy 279.

This Process Will Include:

1. Meetings with the Town staff throughout the final design process to ensure the terms of the Development Agreement are being upheld.
2. Submittal of amendments to the existing PAD to the Town for review and approval by the Town Council. (Timeframe: Within the first 6 months of the project)
3. Applying for and Acquiring a Special Use Permit. (Timeframe: Within the first 12 months of the project)
4. Submittal for approval from the Design Review Board. (Timeframe: Within the first 18 months of the project)
5. Meetings with the Town Engineer to ensure that the needs and requirements of the Town are taken care of and addressed as the overall engineering plans are concerned during the final project design phase. (Timeframe: Completion expected within 90 days after the completion of Phase One. Progress reports shall be submitted to the Town staff every 30 days.)
6. Meetings with ADOT to obtain access permits and approvals of access to the Development from Hwy 260. (Timeframe: On going process throughout the final project design phase, completion expected within 90 days after the completion of the Phase One.)

*** Please note that there are some requirements within the engineering design process that cannot be addressed or completed until the rough grading of the project is completed.*

This project shall be built in 4 phases, with the completion of all phases on, or about November 2017. The completion of each phase should take about 2 years based on the economy.

The Developer does hereby acknowledge the formal design and engineering drawings must be completed by the design engineer, S.E.C. and shall be presented to the Town of Camp Verde for review and approval, and also acknowledges that proper assurances must be posted before any other phase of construction could begin, including any finish grading or construction of any kind other than what is shown on the Grading Plan designated herein as Phase One.

Anticipated Phases of construction:

Phase One: Rough Grading of Development Site. (2009 – 2011) 2 years

Phase Two: (2011-2013) this phase of the project shall include at least 1/2 of the units shown on Easterly 1/2 of the conceptual drawing, which includes 50 RV spaces and 50 Park Model spaces. The estimated duration of construction for this phase is 18 to 24 months, and includes the portions of the project as follows:

This Phase will include the following activities:

1. The construction of the site sub-grade in accordance with the final grading plan, including, roadway base grades, drainage structures and the building pad grades for the total RV Park Project
2. The installation of the underground utilities, (phone, irrigation, water, electric, and sewer lines), at least 1/2 Of the total RV Project, the installation of a well for irrigation purposes, and the landscaping of Easterly 1/2 of this project.
3. The finish grading of the project and the final construction of the roadways on at least 1/2 of the site. This second phase of construction also includes the improvements on both Hwy 260 and Hwy 279, after all approvals are received by reviewing agencies.
4. The construction of the Welcome Center Building and the construction of all of the RV and Park Model sites. (Over at Least 1/2 of the Project Site)

**** Please note that this phase of the project shall include at least 1/2 of the units shown on the conceptual drawing, which are approximately 50 RV spaces and 50 Park Model spaces.**

Phase Three: The completion of the R.V. Park in total: The estimated duration of construction for this phase is 18 to 24 months. (2013 – 2015)

Please note the Tract A as shown on the Conceptual Drawing is reserved as designated property for sale or lease. This area is reserved for a service center and gas station.

Phase Four: (2015 – 2017) Retail Center Development

The estimated duration of construction for this phase is 18 to 24 months and will include the following activities:

1. Construction of the site sub-grade in accordance with the final grading plan including, roadway base grades, drainage structures, parking areas, and building pad grades.
2. Installation of the underground utilities, phone, irrigation, water, electric, and sewer lines). This portion of construction also includes installation of a well for irrigation purposes, and landscaping throughout the project site.
3. Finish grading of the project; and the final construction of the roadways and parking areas.
4. Construction of the country store, the cantina, and the steak house.

I hope that this explanation and break down of the time line of this project adds to your understanding of the overall project. As in any phased development, the times provided are approximate and will depend on the economy. Any significant amendment to the phasing time schedule will be submitted to the Community Development Director who may approve extensions of time or may refer to Council for approval.

I am excited about this project. It is well thought out and will be an outstanding addition to the Town of Camp Verde, providing something that everyone can enjoy. Also, I am honored to be one half of the alliance that this Development Agreement creates. I believe that working with the Town Staff will help make this project as good as it possible can be.

Thank you

Dugan Mc Donald

**TOWN OF CAMP VERDE
Council Agenda Action Form**

Meeting Date: Sep 24, 2008

Meeting Type: Regular Session

Type of Presentation:

REFERENCE DOCUMENT:

AGENDA TITLE: (Be Exact):

Discussion and Possible Direction to Staff concerning proceeding with amending Zoning Regulations.

PURPOSE AND BACKGROUND INFORMATION:

For the current 2008-2009 year Council has provided the Community Development with a Line Item for a consultant to revise the Zoning Regulations. Staff is looking to Council in direction on either proceeding with an RFP at this time to find a Consultant or possibly allowing Brad Woodford a member of the Legal Firm who represents the Town to do a legal review and to address all the legal issues and inconsistencies that are present in the Code. This results in a great deal of staff time to remedy.

STAFF RECOMMENDATION(S): (Suggested Motion)

Direction to move forward with Code Revision.

Type of Document Needing Approval:

Finance Director Review

Budgeted/Amount \$200,000

Attorney Review Yes No

Attorney Comments

Fund:

Line Item:

01-20-50-7100

Submitting Department:

Community Development

Contact Person:

Nancy Buckel

Town Manager/Designee:

ADDITIONAL INFORMATION

COUNCIL HEARS PLANNING & ZONING

September 23, 2008

6:30 p.m.



Community Development Department
Of
Town of Camp Verde

MEMO

Date: September 23, 2008
To: Mayor & Council members, Town Mgr.
From: Nancy Buckel, Community Dev. Dir.
RE: Amendments to McDonald Development Agreement

I have attached amendments to the document submitted in your packets for the meeting on the 24th. These amendments are a result of additional review by staff and are designed to tighten up the agreement to fully encompass the complete development, not just the grading activity.

These amendments have been reviewed by the attorney and also with the developer. The developer has verbally agreed to these changes.

Staff recommended changes to Development Agreement:

ARTICLE 1. DEFINITIONS

1.3 Developer shall mean and refer to Dugan L. McDonald, a married man dealing with his sole and separate property **OR ANY SUCCESSOR, IF THE PROPERTY IS SOLD BEFORE COMPLETION OF THE PROPOSED DEVELOPMENT.**

1.6 Property as used in this Agreement shall mean and refer to all of the real property which is legally described in Exhibit A. **THIS APPROVED DEVELOPMENT AGREEMENT WILL BE RECORDED AND ATTACHED TO THE DEED FOR THE DESCRIBED PROPERTY**

ARTICLE 3. TERM

3.1 Term. The term of this Agreement shall be for ~~two~~ **NINE (29)** years, commencing on the Effective Date.

ARTICLE 4. CONSTRUCTION

4.2 Construction of Improvements. Developer, at his own expense, does hereby agree to construct and or grade the designated SITE of the Project in strict accordance with the approved Grading Plan (Exhibit C). **AS DESCRIBED IN EXHIBIT D AS 'PHASE ONE' therefore. FINAL GRADING AND IMPROVEMENTS FOR EACH ADDITIONAL PHASE MUST BE BUILT TO THE DEVELOPMENT AND GRADING PLANS AS APPROVED AND PERMITTED BY THE TOWN OF CAMP VERDE.**

4.3 Assurance. The Developer does hereby agree to post a bond or other approved and acceptable form of assurance (“**Assurance**”) to the Town of Camp Verde for the rehabilitation of the Property **OR COMPLETION OF ANY INFRASTRUCTURE IMPROVEMENTS REQUIRED FOR ALL PHASES OF THE DEVELOPMENT** should there be any delay in the completion of any and each phase of the Project. The Assurance\$ to the Town of Camp Verde for **EACH PHASE** ~~the rehabilitation of the “Phase One”~~ of this Project shall be based on the Town **PROJECT** engineer’s cost estimate.

4.5 No Other Work to be Done During the Grading Process. The Developer does hereby agree that during the period of time that the rough grading of the Property is being conducted, unless earlier terminated as set forth herein, Developer shall not commence, construct, or perform any other work on the Project other than that which has been approved as shown on the Phase One Grading Plan (Exhibit C), **OR AS OTHERWISE BEEN APPROVED IN WRITING BY THE TOWN OF CAMP VERDE.**

ARTICLE 9. MISCELLANOUS PROVISIONS

9.11 Notice of Conveyance or Assignment. The Developer shall give notice to the Town of any sale of the entire **ANY PORTION OF THE** Property at least ten (10) days prior to the effective date of the sale.