

AGENDA



**COUNCIL HEARS PLANNING AND ZONING
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street, Room #106
WEDNESDAY, AUGUST 27, 2008
at 6:30 P.M.**

1. **Call to Order**

As a reminder, if you are carrying a cell phone, pager, computer, two-way radio, or other sound device, we ask that you turn it off at this time.

2. **Roll Call**

3. **Pledge of Allegiance** – *(Please remove your hat.)*

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

a) Approval of the Minutes:

- 1) Regular Session – August 6, 2008
- 2) Special Session – August 6, 2008 at 6:15 p.m.
- 3) Special Session – August 6, 2008 at 5:00 p.m.
- 4) Executive Session – August 6, 2008 (taped)
- 5) Special Session – August 5, 2008
- 6) Special Session – July 30, 2008 at 6:00 p.m.
- 7) Executive Session – July 30, 2008 at 6:00 p.m.
- 8) Special Session – July 30, 2008 at 5:00 p.m.
- 9) Executive Session – July 30, 2008 at 5:00 p.m. (taped)
- 10) Special Session – July 29, 2008

b) Set Next Meeting, Date and Time:

- 1) September 3, 2008 at 4:30 p.m. – Visioning Meeting for the Park Master Plan
- 2) September 3, 2008 at 6:30 p.m. – Regular Session
- 3) September 17, 2008 at 6:30 p.m. – Regular Session
- 4) September 24, 2008 at 6:30 p.m. – Regular Session

c) Possible approval of a professional services contract for court-appointed attorneys for indigent defendants for the Camp Verde Municipal Court. (Staff Resource: Judge Overholser)

d) Possible approval of the 18-month lease agreement with the Camp Verde Chamber of Commerce effective July 1, 2008 through December 31, 2009 with a rental payment of \$1.00 to the Town for the facilities located at 385 S. Main Street. (Staff Resource: Michael Scannell)

e) Possible approval of the 12-month Services Agreement effective July 1, 2008 through June 30, 2009 between the Town and the Camp Verde Chamber of Commerce and possible approval of the FY 08-09 funding for the Chamber of Commerce: 1) \$70,000 for the Chamber's Visitor Center operations; 2) \$16,626 for matching funds as required by the Chamber's application to the Arizona Office of Tourism TEAM grant that will be used for marketing, advertising, and promoting Camp Verde; and 3) in addition to the budgeted funding, the Town agrees to advance to the Chamber a possible performance-based incentive payment of 50% of the Bed Tax Revenue in excess of \$135,000, up to a maximum of \$20,000. (Staff Resource: Michael Scannell)

f) Possible approval of a conveyance of a utility easement to APS across Town property to provide residential underground electrical service to owner of parcel 404-20-023F located at 517 Basham Circle. (Staff Resource: Michael Jenkins)

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. **Public hearing, discussion and possible approval of Resolution 2008-754, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, vacating a portion of the right-of-way of Spruce Court to the owner of Lot 17 of Jordon Meadows within the Town limits. The petition was initiated and submitted by Carlos & June Trinidad, owners of adjacent parcel 404-03-042, Unit 1, Lot 17 in Jordon Meadows, physical address 2045 S. Pearl Drive. (Staff Resource: Michael Jenkins)**
 - **Call for STAFF PRESENTATION**
 - **Declare PUBLIC HEARING OPEN**
 - **Call for APPLICANT'S STATEMENT**
 - **Call for COMMENT FROM OTHER PERSONS (either in favor or against)**
 - **Call for APPLICANT'S REBUTTAL (if appropriate)**
 - **Declare PUBLIC HEARING CLOSED**
 - **Call for COUNCIL DISCUSSION**
8. **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 know as Ringo Rio and located between Old Highway 279 and SR 260, and authorizing the Mayor to execute the agreement. The Development Agreement allows for a Comprehensive Grading Permit on parcel 403-15-002P (initially) and parcel 403-16-001F (in the future) as a phased project. Parcel 403-15-002P is approximately 31 acres. (Staff Resource: Michael Jenkins)**
9. **Discussion, consideration, and possible direction to staff relative to and/or selection of agenda items for discussion at a Council retreat that is tentatively scheduled for September 4, 2008 at 2:00 p.m. at Jackpot Ranch.**
10. **Discussion, consideration, and possible action relative to scheduling a community/ neighborhood meeting to discuss the status of the Zellner's Wood Yard issue. (Staff Resource: Michael Scannell)**
11. **Discussion, consideration, and possible evaluation of the following options relative to the future of the Town-owned property located on Main and Fain Streets and known as the Rio Verde Plaza, followed by possible selection of one of these options. (Staff Resource: Michael Scannell):**
 - a) **Fund needed repairs and continue to maintain the Town's presence in the commercial property leasing business; or**
 - b) **Sell the building and vacate the Town's presence in the commercial property leasing business; or**
 - c) **Raze (demolish) the building to utilize the space for a higher and better use.**
12. **Call to the Public for Items not on the Agenda.**

There will be no Public Input on the following items:

13. **Advanced Approvals of Town Expenditures**
 - a) **There are no advanced approvals.**
14. **Manager/Staff Report**
15. **Adjournment**

Posted by: Sheron McCormick

Date/Time: 8-22-08 8:30 AM

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
REGULAR SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
WEDNESDAY, August 6, 2008
6:30 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**

The meeting was called to order at 6:30 p.m.

2. **Roll Call**

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

Also Present: Town Manager Mike Scannell, Deputy Town Clerk Virginia Jones, Library Director Gerard Laurito, Parks & Recreation Director Lynda Moore, and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**

The Pledge was led by Kovacovich.

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

a) **Approval of the Minutes:**

- 1) Special Session – July 23, 2008
- 2) Council Hears P&Z – July 23, 2008
- 3) Regular Session – July 16, 2008

b) **Set Next Meeting, Date and Time:**

- 1) August 20, 2008 at 6:30 p.m. – Regular Session
- 2) August 27, 2008 at 6:30 p.m. – Council Hears Planning & Zoning
- 3) September 3, 2008 at 6:30 p.m. – Regular Session
- 4) September 17, 2008 at 6:30 p.m. – Regular Session
- 5) September 25, 2008 at 6:30 p.m. – Council Hears Planning & Zoning

c) **Possible approval of Proclamation, declaring September 2008 as Grandparent/Elder Recognition Month by the Light Heart Foundation.**
(Resource: Mayor Gioia)

d) **Possible approval of and authorization to execute an Intergovernmental Agreement with Yavapai County Flood Control Services to fund local drainage improvements in the amount of \$415,524 to be used for reconstruction work on Finnie Flat Road, drainage ditch, and upstream detention ponds located within the Town of Camp Verde.** (Staff Resource: Ron Long)

e) **Possible approval of the 2008/2009 Library Service Intergovernmental Agreement with Yavapai County Library District to fund library services.** (Staff Resource: Gerry Laurito)

f) **Possible direction to staff to prepare a letter to the League of Cities & Towns requesting that they conduct training for Boards and Commissions at least two times per year.** (Resource: Council Member Ron Smith)

On a motion by Hauser, seconded by Smith, the Consent Agenda was unanimously approved as presented, with the exception of Items d) and e); the meeting of August 20, 2008 canceled; and the Minutes of July 16, 2008, Page 3, first paragraph, corrected from "Project West to "Project Wet."; and noted that Councilor Elmer abstained from approval of the Minutes of July 16, 2008 since he was absent.

Town Manager Scannell pointed out a conflict regarding the meeting date of August 20th and it

was agreed that the Council meeting scheduled for that date is canceled, with those agenda items to be addressed instead on August 27th. Kovacovich also noted that the Council meeting set for September 25 should have correctly indicated September 24.

Garrison requested that Items d) and e) be pulled for separate consideration.

4.d) Possible approval of and authorization to execute an Intergovernmental Agreement with Yavapai County Flood Control Services to fund local drainage improvements in the amount of \$415,524 to be used for reconstruction work on Finnie Flat Road, drainage ditch, and upstream detention ponds located within the Town of Camp Verde.

4.e) Possible approval of the 2008/2009 Library Service Intergovernmental Agreement with Yavapai County Library District to fund library services.

On a motion by Hauser, seconded by Garrison, the Council unanimously approved **Items d) and e)**.

Staff was directed to work with the Town Clerk's office to revise the Council agenda action form to include a sign-off box by the attorney to acknowledge that he has read and approved a document and either has no changes to suggest, or enumerates suggested changes.

Mayor requested that the Check List to be used by Planning & Zoning, as recently directed, also include the provision acknowledging for Council information that documents have been reviewed and approved by the Town Attorney and are contained in the packets.

Garrison reiterated her ongoing concern that agreements presented for Council approval do not clearly indicate that the documents have been reviewed and approved by the Town Attorney. After discussion, Manager Scannell recommended that the Council agenda action form be revised to include a provision for the Town Attorney to confirm that he has read the document and either has no suggested changes to make, or enumerates recommended changes.

5. Call to the Public for Items not on the Agenda.

(Comments from the following individuals are summarized.)

Library Director Laurito distributed to the Council members copies of the Annual Report produced by the Yavapai Library Network.

Irene Peoble reminded the Council and the public of the Blood Drive at Basha's parking lot scheduled for August 14th from 12:00 noon to 5:00 p.m.

There was no further public input.

6. Council Informational Reports

Garrison said she had the pleasure of attending the tour given by the Yavapai-Apache Nation last Friday from 11:00 a.m. to 8:00 p.m.; she commented that what the Nation is doing for their people in connection with an endless list of facilities and services, including their health facility, fire department, police department, social services, family court, education, and housing is absolutely amazing. The entire day was a wonderful experience.

Kovacovich reported that he also enjoyed the Yavapai-Apache Nation tour, thanked the Nation for their hospitality, and pointed out that they are also trying to work with the various communities throughout the Valley.

German had attended the tour as well, and also publicly thanked the Tribe for an absolutely fascinating and educational experience.

Elmer reported that Youth Football started last week; he noted that school started today and reminded everyone to be aware of the children at the bus stops and to look out for their safety.

Hauser announced that the CCCVL library group is having a rummage sale on September 27th . Hauser also reported on the success of the community Night Out by the Marshal; it was well attended, and the Council members expressed their thanks to the Marshal for the event.

Gioia also publicly thanked the Yavapai-Apache Nation, and said he was amazed at the progress they have made in the past decade and the services they provide to their people who are also members of the Camp Verde community.

7. **Presentation by Jill McCutcheon of Sedona Recycles followed by discussion, consideration, and possible approval to renew the agreement for services.** *This is a budgeted item in the General Fund, Non-Departmental. (Staff Resource: Lynda Moore)*
On a motion by Hauser, seconded by Elmer, the Council unanimously approved renewal of the agreement with Sedona Recycles for services.

Jill McCutcheon, representing Sedona Recycles, outlined the revised services set forth in the proposed new contract, changes made possible by the purchase of new equipment that will make it possible to provide recycling service five days a week that will include the addition of a second site, and a reduction in the monthly cost, among other service improvements. In response to Mayor Gioia, Ms. McCutcheon acknowledged that Sedona Recycles is aware that the equipment originally provided to the organization by the Town of Camp Verde and still in service does belong to the Town of Camp Verde. There was a brief discussion regarding the service that continues to be provided to the Town by Waste Management, although it may be necessary to relocate their equipment to another site.

There was no public input.

8. **Discussion, consideration, and possible assistance to the Downtown Merchants to sponsor a Block Party August 23, 2008 on Main Street. This may include, but not limited to Town equipment, and man-power.** *(Resource: Council Member Ron Smith)*
On a motion by Smith, seconded by Garrison, the Council unanimously directed staff to arrange for the Downtown Merchants use of Town tables, chairs, banner poles at Oasis and the Car Wash on Main Street, road closure signs, and any assistance from the Marshal's Office that might be available.

Smith reviewed the background of limiting the number of events sponsored by the Town to a total of three, the Town made a commitment to the community to participate in the transition for a period of time with equipment and related assistance; Smith introduced Ginger Mason for a presentation on behalf of the Downtown Merchants.

Ginger Mason explained that she represented the Camp Verde Merchant Committee that was formed to help with events that the Town had dropped, and that they do need help from the Town, beginning with the annual Block Party scheduled for August 23rd. Ms. Mason added that a list of the needed items had been included in the agenda packet, including road closure signs, barricades and the Marshal's Office assistance, and possibly two banner stations. The group has proposed to change the name of the event to the Camp Verde Summer Celebration Block Party.

The Council discussed and confirmed with Ms. Mason the list of requested items and assistance that she had outlined based on the activities planned for the event. Ms. Mason said that they also plan to have a drop-off booth for back-to-school donations. In connection with the request for assistance from the Marshal's Office, it was suggested that Lt. McDonnal be contacted to discuss possible assistance from their volunteers, the VIP's, as well. Parks & Recreation Director Moore offered to provide keys to the group to help with return of some of the equipment the evening the event ends.

Manager Scannell said that he would be meeting with Marshal Smith in the morning and would

bring up the issue regarding the requested safety assistance, and will report back to the Council.

There was no public input.

9. **Discussion, consideration, and possible award of contract for the development of a Community Park Master Plan. Consultants Olsson Associates, Project Design Consultants, and RBF Consulting were interviewed in a Special Session on July 29, 2008. This is a budgeted item in the General Fund. (Staff Resource: Lynda Moore)**
On a motion by Elmer, seconded by Hauser, the Council unanimously approved award of the contract for the development of a Community Park Master Plan to RBF Consulting.

Mayor Gioia said that the subject consultants had been interviewed as indicated, and added his hope that the entire community will participate in the design of the park during the planned intensive amount of public opportunities for input. There were comments from the members regarding their favorable impressions of all three entities, particularly RBF Consulting, followed by Director Moore's summary of the selection process for that final interview on July 29th.

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Roger Doering requested confirmation that engineering or technical ability of the applicants had been addressed in terms of soil sampling in connection with the design process. *Council confirmed that the applicants had been fully staffed.*

Steve Hohulin was invited to speak on behalf of RBF consulting; he briefly summarized the work that could be performed by that entity, if selected, emphasizing the value of the public participation process.

Irene Peoble asked if the subject of Green building had been discussed during the interview. *Council confirmed that it had, and that it will be part of the design input process..*

There was no further public input.

10. **Discussion, consideration, and possible selection of a Council member to serve as an Alternate Liaison to the Camp Verde Sanitary District.**
On a motion by Kovacovich, seconded by Elmer, the Council unanimously selected Ron Smith to serve as an Alternate Liaison to the Camp Verde Sanitary District.

The Council discussed with both Norma Garrison and Ron Smith whether either would be willing to serve as the Alternate Liaison; there were no other members who indicated they would be interested. Smith volunteered to serve, as did Garrison, with both acknowledging the pressure of the long hours traditionally demanded for such participation as well as the past length of time already invested by Garrison. German advised the members that the Board has recently resolved to limit the hours and number of meetings to be held., and added that he would appreciate the backup help.

PUBLIC INPUT

(Comments from the following individual are summarized.)

Robin Whatley said she would recommend Norma Garrison for the position since she believes that Mr. Smith has demonstrated that he has a conflict with the Sanitary District, a belief based on her experience participating in past District meetings.

There was no further public input.

(Note: Item 11 was addressed in advance of the agenda items that followed Item 6.)
Councilor Smith requested item #10:

11. **Discussion, consideration, and possible clarification of the roles of the Library**

Advisory Commission and the Citizens Committee for Camp Verde Library (CCCVL) relative to their role(s) in building a new library facility and in fund raising activities.

On a motion by Smith, seconded by Hauser, the Council voted unanimously to continue this Item 11 to the meeting of September 17th, as requested by the Library Chairperson.

Smith said that Library Chairperson Lisa Mina on behalf of the Library Advisory Commission had requested that this item be continued to September 17th. Gioia suggested that in the interim the members of the Library Commission spend some time together with CCCVL, and after discussion perhaps come back with a recommendation to Council on how both groups can work together toward the same objective.

There was no public input.

12. **Call to the Public for Items not on the Agenda.**

(Comments from the following individual are summarized.)

Roger Doering gave a comprehensive and technical explanation of misconceptions of the highly publicized changeover by TV stations in connection with a recent ruling regarding converting from analog to digital technology by February of 2009, and the stations in the Verde Valley that will not be affected by the new ruling, if they so choose. He will keep the public updated on the issue.

There was no further public input.

13. **Advanced Approvals of Town Expenditures**

a) **There are no advanced approvals.**

There were no advanced approvals.

14. **Manager/Staff Report**

Manager Scannell requested input from the members regarding their availability for the retreat tentatively set for September 4th so that the necessary arrangements may be made by his Assistant, Carol Brown. He suggested 2:30 p.m. until 9:00 p.m. as the time for the meeting to be held at Jackpot Ranch, the location proposed previously. After discussion, it was unanimously agreed to request Ms. Brown to make the arrangements for the meeting, as outlined, that no facilitator would be required, and that only the Mayor and Council members, the Town Manager and the Town Clerk would be in attendance.

15. **Adjournment**

On a motion by Hauser, seconded by Garrison, the meeting was adjourned at 7:47 p.m.

Margaret Harper, Recording Secretary

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on the 6th day of August 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

**MINUTES
SPECIAL SESSION
MAYOR and COMMON COUNCIL
Of the
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street #106
Wednesday, August 6, 2008
6:15 p.m.**

1. **Call to Order**
Mayor Gioia called the meeting to order at 6:15 p.m.

2. **Roll Call:**
Mayor Gioia, Vice Mayor Hauser, Councilors, Garrison, Kovacovich, German, Elmer and Smith were present.

Also Present: Town Manager Michael Scannell, Parks & Recreation Director Lynda Moore, and Recording Secretary Virginia Jones

3. **Discussion, consideration, and possible approval of Resolution 2008-750, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting and declaring as a public record that certain document filed with the Town Clerk and entitled, "Town of Camp Verde Fiscal Year 2008-2009 Budget."**

Public Comment:

Ann Evert stated she would like to see the rental fee for the kitchen kept at a flat fee of \$10.00 per day. In searching for a kitchen to prepare bread for the Farmers Market there are no other commercial kitchens available that meet Yavapai County Health requirements.

Alcyone Netteles introduces herself and stated she is new to the community from Alaska and in an effort to meet people she wanted to sell bread at the Farmers Market. She contacted the Parks & Recreation director and rented the Town Kitchen to make bread to sell at the Farmers Market. Netteles explained she sells the bread for \$3.00 per loaf and was thrilled when she sold out, however if the price of the room is raised she would not be able to afford it. Netteles stated she spend a good hour cleaning, getting rid of pests and disinfecting the kitchen. She would like to be able to continue using the kitchen until the end of October.

On a motion by Hauser, seconded by Garrison Council unanimously voted to approve Resolution 2008-750, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting and declaring as a public record that certain document filed with the Town Clerk and entitled, "Town of Camp Verde Fiscal Year 2008-2009 Budget."

4. **Adjournment**
On a motion by Smith, seconded by Elmer, Council adjourned at 6:22 p.m.

Virginia Jones, Recording Secretary

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on the 6th day of August 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

Minutes
SPECIAL SESSION
MAYOR and COMMON COUNCIL
Of the
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street, Room 106
Tuesday, August 5, 2008
5:00 p.m.

1. **Call to Order:**

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

2. **Roll Call:**

Mayor Gioia, Vice Mayor Hauser arrived at 5:02 p.m., Councilor Kovacovich, Elmer, Garrison, Smith, and German were present.

Also Present: Town Manager Michael Scannell, Attorney William Sims, Town Clerk Deborah Barber, Administrative Assistant Sharon McCormick and Recording Secretary Virginia Jones.

3. **Discussion, consideration, and possible direction to staff and/or possible approval of Resolution 2008-751, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, superseding Resolution 2003-568 and adopting the Town of Camp Verde Code of Conduct for Elected and Appointed Officials.** This item may include discussion, consideration, and/or direction to staff relative to the proposed Code of Conduct.

Items 4 and 5 were heard prior to item 3.

Council reviewed the proposed Code of Conduct for Elected and appointed officials and requested the following changes:

Page 2:

Bullet 2 needs to be reinserted

Bullet 8 should be removed.

Change the word 'power' to 'authority' under 'All Council Members'

Page 3:

Meeting Chair bullet 3 remove 'with advice. If requested, from the Town Attorney who acts as an advisory parliamentarian.

Former Council members: insert the word 'for' whom they are speaking and delete the rest of the sentence.

Page 4:

Change time limit to 3 minutes.

Page 5:

Travel Expenses will read 'Town of Camp Verde Financial Operations Guide as may be amended.

Remove 'use formal titles'

Council discussed out of state travel for Council and staff and would like included in the Financial Operations Guide.

On a motion by Hauser, seconded by Garrison, Council approved a daily amount of \$37.60 per diem for travel meal expenses.

On a motion by Hauser, seconded by Elmer, Council agreed to leave the mileage as is and not to exceed the IRS rate.

On a motion by Garrison, seconded by Smith, Council requested all out of state travel for Council and Staff be approved by Council prior to the trip for Town business. Vote 4-3 with Hauser, Gioia and Elmer opposing.

Council Conduct with Town Staff: Bullet #1, in the last sentence change the word 'poor' to 'inappropriate' and define 'inappropriate' in the glossary.

Bullet #2: should read 'should be directed only to the Town Manager, Town Clerk or Department heads or his designee.'

On a motion by Garrison, seconded by Elmer Council unanimously agreed to change 3-2-1E of the Town Code to read 'with the consent of the manager.'

Page 13

Bullet #2 will read 'The Mayor is the official spokesperson for the Town.'
Correct the spelling of the word 'ethics.'

Council questioned about inappropriate behavior by board or commission members, and if there should be a paper trail. The Mayor stated there had been a previous incident regarding a staff member and he conferred with the Manager. It was in the best interest of the Town not to document. Sims reminded Council that every item that is written becomes public record.

Filing Complaints: It was agreed that Attorney Sims will construct the verbiage for third party review and bring back to Council noting there are times when he cannot investigate complaints because he works for the Council. In the past, complaints were difficult to manage because no one was willing to sign a sworn statement

Page 15

Bullet #3, Council would like the last sentence deleted.

Regarding the last paragraph in discussing if mayor is individual who is being challenged, Attorney Sims will re-write the paragraph.

Page 16

#16 list sanctions. Attorney will be bringing back

Page 17

Bullet #2 change the word 'by' to 'my.'

Page 18

Council would like to add definition for 'inappropriate'

space

Public input

Nancy Floyd stated she would like to know what^{is} 'inappropriate behavior'

4. **Discussion, consideration, and possible direction to staff and/or possible approval of the proposed changes to the Town Code.** This item may include discussion of items relative to the Town Code, including, but not limited to correction of typographical errors, administrative duties, business licenses, Roberts Rules of Order, term limits, travel restrictions, per diem and travel rates and a review of local and state regulations concerning procurement and restricted payments to Council members.

Mayor Gioia turned the meeting over to Town Clerk Deborah Barber who explained that Council previously discussed the changes in Chapter 9 in May and the changes included in the document are a result of the prior meeting. Council questioned how staff would inform the public and Barber explained staff would be doing Public Service Announcements, posting in prominent places throughout the Town and agreed with Council that working with the Chamber of Commerce and placing an announcement in their monthly newsletter would help get the information out.

Barber noted the main change would be that all persons conducting business within the Town Limits would be required to have a business license. Barber explained the current code states '*A person actively conducting any business subject to taxation under Chapter 8.....*' and that verbiage would be deleted.

Council noted that some communities have signs located at each boundary of the Town, indicating a business license is required to conduct any type business within the Town limits and stated they would be in favor of posting such signs.

Council questioned if inspections of businesses would be a hardship on the Community Development department and it was noted that they were the department that added the language allowing the inspections. Attorney Sims stated the initial purpose of a business license was to allow jurisdictions to enforce tax collection, many cities and Towns use the license as a way to protect the community by allowing inspections of the business to ensure they comply with building codes and fire codes. Sims stated the language could be changed to "May require a physical inspection." Council requested the Marshal, who is the enforcement official for Business Licenses to bring back a report as to how he would phase in the enforcement of obtaining a business license.

Council agreed they did not want the insertion of the new paragraph in section 9-3-3 included and requested the entire paragraph be deleted.

Council questioned staff regarding the business license application and requested the application be updated to include all parcels affected and used by the business, including storage. Attorney Sims stated that each parcel would have to be in compliance, or the license would be revoked or not issued, and agreed each parcel should be included on the application.

PUBLIC INPUT:

Amber Polo stated she would like to see the definition of 'business' included in Article 9-1 and 9-3.

Council agreed the addition of definition of 'business' would be helpful.

Council directed staff to bring back changes for Chapter 9, including changes in the application form and bring back to Council within a month.

Section 11-1-6 Parks-Alcohol Use.

On a motion by German, seconded by Smith Council requested staff reinstate the deleted section of 11-1-6 with the exception of "if the beer is not going to be sold, but distributed as part of a private function, only a Town permit is required" and add the word 'wine'. Vote was 6-1 with Garrison opposed.

Public Input:

Nancy Floyd stated you do not have to have alcohol at the events, we need to be the role models for our children.

11-1-7 Signs and banners:

On a motion by Hauser, seconded by Elmer Council agreed to leave Section 11-1-7 as is and insert a coma after the word Council. The vote was 6-1 with Smith opposing.

Public Input:

Nancy Floyd recommended referring to the Planning & Zoning Ordinance regarding signs and banners.

On a motion by German, seconded by Smith all out of state travel for Council and staff will have prior approval by Council if traveling on Town Business. Motion passed with a 6-1 vote, Elmer opposed.

5. **Discussion, consideration, and possible approval of Resolution 2008-753, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting fees for Town Services.**

Mayor Gioia called a recess at 7:13 p.m. The meeting was called back to order at 7:23 p.m.

Council reviewed the changes for the Library fees and because they were unable to determine what changes, if any, were made and they were unable to make a decision.

Council reviewed the Administration fee Schedule. Staff explained the Town currently has a \$10.00 fee for Business License Applications, and renewals, with Casual Licenses currently cost \$10.00 per day. Staff noted they have done a cost analysis to determine how much it does cost the Town to process the application and bottom line, with the current fee; the taxpayers are footing the bill for the business owners. Council questioned the need to charge an additional \$5.00 per each storage unit, or apartment in a complex. Attorney Sims recommended removing that fee until he could research the legality of the additional charge.

Council questioned staff regarding the fee for liquor license applications and staff informed Council the Town currently does not charge a fee, however the process is very time consuming and again the general public is footing the bill for the business owner. Staff noted the fees are not to make money, but to cover the expenses incurred by processing the paperwork that is required by the State.

On a motion by German, seconded by Garrison, Council unanimously requested the Liquor License Permit for a one time Special event be set at \$50.00.

Public input: There were no public comments.

Council reviewed the Court Fees and indicated there were no changes.

Council reviewed the fees for the Parks and Recreation Department and requested the item be brought back to Council when a representative from that department would be available to explain what changes had been made.

On a motion by German, seconded by Hauser, Council unanimously approved Resolution 2008-753, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, and adopting fees for Town Services that were reviewed by Council and agreed upon, with the changes requested. Council reviewed, commented and approved Office of the Town Clerk, and Court Fees.

Public Input: There were no comments from the public.

6. **Adjournment**

On a motion by Hauser, seconded by Kovacovich council adjourned the meeting at 9:37 p.m.

Virginia Jones, Deputy Clerk

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 the 5th day of August, 2008. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____ 2008

Deborah Barber, Town Clerk

**Minutes
SPECIAL SESSION
MAYOR and COMMON COUNCIL
Of the
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street #106
Wednesday, July 30, 2008
6:00 p.m.**

1. **Call to Order**

2. **Roll Call**

Members Present: Mayor Gioia, Vice Mayor Hauser, Councilors German, Kovacovich, Councilor Elmer, Garrison, and Smith.

Also Present: Town Manager Michael Scannell, Attorney Bill Sims and Recording Secretary Virginia Jones.

3. **Discussion, consideration, and possible direction to staff and/or possible approval of Resolution 2008-751, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, superseding Resolution 2003-568 and adopting the Town of Camp Verde Code of Conduct for Elected and Appointed Officials.** This item may include discussion, consideration, and/or direction to staff relative to the proposed Code of Conduct.

This item was not discussed.

Councilor Garrison requested Council move this item down to the end of the Meeting. Council agreed.

4. **Discussion, consideration, and possible direction to staff and/or possible approval of the proposed changes to the Town Code.** This item may include discussion of items relative to the Town Code, including, but not limited to correction of typographical errors, administrative duties, business licenses, Roberts Rules of Order, term limits, travel restrictions, per diem and travel rates and a review of local and state regulations concerning procurement and restricted payments to Council members.

Mayor Gioia read the agenda item, Councilor Smith ask for a point of clarification and notified the public that Council would not be making any decisions or announcements regarding the previous 5:00 Special Session, that had adjourned into Executive Session.

Council made the following motions regarding Chapter 4 of the Town Code:

On a motion by Smith, seconded by Garrison, Council approved Article 4-2B. to read ...the chairperson '*will determine whether he/she, staff liaison, or designee*', will provide a written report to the Mayor and Council summarizing the board or commission activities during the prior quarter, identifying upcoming activities and reviewing any problems, concerns or proposals. Such reports are to be submitted to the Town Clerk for distribution to the Council. Meetings may be scheduled with Council as needed and/or on a regular quarterly basis. In addition, the chairperson shall sign all minutes and resolutions of the board or commission.

Council discussed Article 4-2.5 regarding Abstentions/Conflict of interest. Attorney Sims stated he would like to advise Council in Executive Session regarding this matter.

On a motion by Smith, seconded by Garrison Council agreed to NOT make changes to Article 4-3.5 regarding Abstentions/Conflict of interest.

Article 4-3 Meetings.

Attorney Sims stated he would like to discuss this item with Council in Executive Session.

C. Term limitations; 2-2-1 (Term Limits)

Attorney Sims stated he would like to discuss this item with Council in Executive Session

PUBLIC INPUT:

Sheri Wischmeyer: Stated she has been involved in politics, she indicated that the suggestion that the public cannot make a decision is insulting. She stated the public has the right to make that decision every two years for Mayor and every 4 years for Council. Wischmeyer stated term limits may work well in high levels of government but that is not the case in Camp Verde.

Vera Peters: Stated she agreed with Ms. Wischmeyer. She stated we can select who we want to keep in office. Ms Peters added she would like to see the Mayor position as a four year term.

Josh Driver: questioned who proposed this change and stated 4 people to decide term limits is not good enough, and for especially some that comes from the Dickinson era with antagonism and you should have stayed resigned. Point of order was called (Mayor Gioia stopped the conversation).

Jim Ash: Stated he was opposed to term limitations and questioned if the Council had the authority, he felt it should be a vote of the people. Questioned why it was not a ballot question.

Attorney Sims noted if the Town was a Charter City form of government, term limits would be allowed and the voters could impose the term limits. He stated he would speak to Council in Executive Session regarding this item. The Citizens could do a referendum if they did not agree with the vote of the Council.

Bob Johnson: Stated he agreed with the women, and would like to see the Mayor term be four years.

Jackie Baker: Stated Cheri Wischmeyer put it very well. Ms. Baker stated she is against term limits and the citizens should make the choices, she stated she would also like to see the Vice Mayor appointed for two-year periods to give continuity.

2-2-2 Vice Mayor

On a motion by Ron Smith, seconded by Bob Kovacovich change the code to read: The Council shall select in June, a Vice Mayor, striking the rest of the paragraph.

Jim Nash questioned why the Council was not making decisions on previous items and it was explained that the attorney would be advising Council in Executive Session on those items.

2-2-4 Power & Duties of the Mayor

2-2-4A

Attorney Sims stated he would like to address this item in Executive Session

Public Input:

Nancy Floyd stated she agreed with Mr. Smith definition of a CEO, and the Mayor may only be around for a two-year term. You cannot give the Manager responsibility, without authority.

Hank Hoover stated he had several issues; certain members that go off on there own, would like to see Mayor oversee and not be an executive office. Majority rules, and stated if you go for property tax get a bullet proof vest

Jackie Baker stated she agreed with the job description. The Manager has the experience, be confident in your own decisions, you hired him for the administrative duties of the town.

Sheri Wischmeyer informed the Council, you are the board of directors, and you have plenty of checks and balances in place.

2-2-4B

Council discussed at length the possibility of operating the meeting under strict Roberts Rules of Order and whether to ask the Mayor to relinquish the chair and turn the bench over to the Vice Mayor if he wished to vote or make a motion on any item.

Public Input:

Robert Johnson commented the Mayor missed what Mrs. Garrison was saying, and stated she said the Mayor made a mistake and he should apologize.

Jim Ash commented none of the discussion had to do with the item, when he voted for the mayor he voted for the individual who had the ability to run a meeting, he stated he placed the Mayor in a little higher status than the rest of council.

Sheri Wischmeyer explained that she voted and elected for seven members, to not allow the mayor to speak or vote on an item, not exactly the way I feel it should be handled.

Jackie Baker stated in behalf of the Mayor, he wants to do too much. She stated the Mayor needs to learn how to turn loose and let the Council do their job. She stated the Mayor is a workaholic and pointed out the several times Charlie German had his hand up, and the Mayor responded to Councilor Garrison.

Vera Peters informed Council they were starting to sound like grade school children, and stated you have to be careful and not go way off base, she stated Councilor Garrison was way off base, and the Mayor should be able to make motions, second and vote.

Nancy Floyd stated that Ms. Garrison was responding to the Mayor, and she would like to see the real facts on who makes the motions.

On a motion by Hauser, seconded by Elmer Council voted to go into Executive Session at 7:45 p.m. for discussion with the Town Attorney.

Mayor Gioia Called the Special Session back to order at 8:09 p.m.

Attorney Sims stated that Council would not add provisions to the Town Code regarding term limits in section 2-2. There will be no change to 2-2-1C. Regarding 2-2-4 limitation of the Mayor's duties, Arizona State Statute states that the Mayor must be the Chief Executive Officer, and acknowledges the Council/Manager form of government. The Manager has the ultimate responsibility, and is the chief administrative officer of the Town. Sims stated that under Council/Manager form of government, neither the Council nor any member can direct staff. Sims stated his recommendation to Council would be the Mayor is the Elected Official who is the Chief Executive Officer of the Town except as the administrative duties that are delegated to the Town Manager.

Public Input:

Vera Peters read from Roberts Rules of Order 'Under no circumstances should undo strictness be allowed.

On a motion by Hauser, seconded by Garrison Council voted unanimously to undelete the changes in 2-2-4E and include the insertion ...duties required as the *Elected Official who is Chief Executive Officer...* and accepted the insertion of 2-2-4F but remove the verbiage *..as the Town's Chief Elected Official.*

On a motion by Hauser, seconded by Kovacovich Council voted unanimously to change the language in section 2-2-4A to read 'The Mayor shall be the Elected Official who is the Chief Executive Officer of the Town; except as to the administrative duties delegated by Section 3-2-1 to the Manager, or other department heads, and in accordance with the procedures set forth in the code and applicable portions of any personnel manual adopted by the Town.

Motion by Smith: 2-2-4A the Mayor shall not make motions, shall not take part in discussion and the mayor shall vote only in the case of a tie vote unless he or she relinquishes the Chair for that item, failed for a lack of a second.

On a motion by Hauser, seconded by German the Council voted 4-3 to leave 2-2-4A as written with no changes: no votes from Smith, Garrison and Elmer. Motion passed.

2-2-4F

On a motion by Hauser, seconded by Garrison Council voted to have F read 'At the first meeting in January of each year, Council shall adopt a Policy Statement that authorizes the Mayor, to support or oppose bills introduced during Legislative Sessions when they adversely affect the Town's interest and require an immediate response.

Public Input:

Nancy Floyd questioned if the numbering was correct, Council noted that A had a strikethrough on their copy.

Jackie Baker questioned if issues come up, most of those issues come in the Legislative Bulletin.

2-3-6 Council agreed to insert the letter 'A'

2-3-7E Call to the Public time limit for speakers.

Council noted the timer has not been being used, and requested everyone be limited to three minutes, except for staff and Council information reports. Presentations should only be 10 minutes.

On a motion by Hauser, seconded by Garrison Council voted to accept the insertion of 2-3-7.1 'Management of Meetings' with the removal of 'F' and include on the agenda that all presentations are limited to ten (10) minutes for the presentation and discussion period.

On a motion by German, seconded by Hauser Council voted to amend the motion to include item 2-3-7.1B the word 'should' will replace the word 'will' conclude at 10:00 p.m.

2-3-7E

On a motion by German, seconded by Smith Council voted to accept 2-3-7E as presented with 3 minutes instead of 5 and deleting the verbiage 'unless the Mayor grants additional time.

Public Input:

Bea Richmond recommended time limits not be for Council and should only be for public.

Nancy Floyd recommended the Council not limit themselves, only limit the public comments.

2-3-8

On a motion by Hauser, seconded by Smith Council agreed to not make any changes to the current code for Section 2-3-8.

Councilor Garrison stated she had a concern regarding staff direction and requested Council make more motions instead of direction to staff.

Public Input:

Jackie Baker stated not sure when it is your job to direct staff, direction goes to the Town Manager and the Clerk's Office gives you a list of what you have done, that is how you track item and if you have a question you can bring it back or talk to the manager.

3-2-1 D

On a motion by Hauser seconded by German Council voted to delete 'Chief Executive Officer and'.

3-2-3D3

On a motion by Garrison, seconded by Elmer, Council voted to leave 'except' and strike through 'Finance Director'.

Council Garrison requested Council go back to item 2-3-3.

2-3-3 Posting of Notices

On a motion by Garrison, seconded by Gioia Council voted to change the verbiage, removing the word 'may' and replacing it with 'shall' be posted on the Town's website

3-2-1.7

On a motion by Smith, seconded by Hauser, Council voted to remove the verbiage 'in consultation with the Finance Director.

3-2-1.9

On a motion by Hauser, seconded by Garrison, Council voted to remove the verbiage 'in consultation with the Finance Director' as presented.

Councilor Smith requested Council review Section 3-3-12 regarding purchases from Mayor or Council Members. Councilor Smith stated that pursuant to ARS 38-503C purchases shall not exceed three hundred dollars in cost in any single transaction or a total of one thousand dollars annually. Smith noted that in the past three years we have paid Hauser and Hauser Farms in excess of \$300.

Hauser stated the only compensation she receives is in the form of a salary only.

Attorney Sims noted, if the member has no financial interest or has no more than 3% ownership, there would not be a conflict. Sims stated if there is no financial interest in the company and the fact that Vice Mayor Hauser is only an employee of the company, the statue would not apply. Sims stated he does not feel there is a conflict.

Chapter 9 –Business License

On a motion by German, seconded by Elmer Council voted to have the penalty in Chapter 9 consistent with Section 1-8.

Council directed staff to bring back information regarding selling items at the Farmers Market and the sell of agriculture products because it is not addressed in the Town Code.

Council agreed to schedule a Special Session on Tuesday, August 5, 2006 to continue the items from this agenda.

5. **Discussion, consideration, and possible approval of Resolution 2008-753, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting fees for Town Services.**
This item was not discussed.

6. **Adjournment**

On a motion by German, seconded by Elmer, Council adjourned the meeting at 10:12 p.m.

Virginia Jones, Deputy Clerk

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 Work Session of the Town Council of Camp Verde, Arizona held on the 30th day of July, 2008. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____ 2008

Deborah Barber, Town Clerk

**Minutes
SPECIAL SESSION
MAYOR and COMMON COUNCIL
Of the
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street #106
Wednesday, July 30, 2008
5:00 p.m.**

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

- 2. Roll Call**

Present: Mayor Tony Gioia, Vice Mayor Hauser, and Councilors German, Kovacovich, Elmer, Garrison, and Smith were present.

Also Present: Town Attorney Bill Sims, Town Manager Mike Scannell and Recording Secretary Virginia Jones.

The Mayor read item #3 aloud and Attorney Bill Sims recommended hearing the item in Executive Session.

Motion #1

On a motion by Hauser, seconded by Kovacovich, the Council voted unanimously to hear item #3 in executive session, pursuant to ARS §38-431.03(A)(3) discussion or consultation with the attorney for legal advice and §38-431.03(A)(4) for discussion or consultation with the attorney in order to consider Council's position regarding contracts that are subject to negotiation.

Public Input: Teresa Proper questioned why Council did not allow for public input prior to going into Executive Session. Mayor Gioia stated he would allow her to speak.

Teresa Proper: Stated she is not a resident of Camp Verde, however she does own property in the Town limits. Ms. Proper stated she has been researching all the allegations against Canyon Wood Supply and has spoken with many business owners, received copies from the Clerk's office of existing business licenses and concluded other business owners' applications are no different from the one for Canyon Wood Supply, some have even less information, and have not been updated or changed. Many business license holders have only a post office box listed as the place of business. Ms. Proper stated the forms used are old and need to be updated. Ms. Proper continued by saying the Town has singled out one business and is holding them to a higher standard; she stated Canyon Wood Supply has two Community Development Directors as well as the Board of Adjustments approval upholding the expansion of the business. Ms. Proper questioned the meaning of the agenda item regarding 'contract negotiations'.

Attorney Bill Sims responded to Ms. Proper explaining that under state statute the Town is required to site the statue on the agenda. Mr. Sims explained he has had very productive conversations with the attorneys for Canyon Wood Supply and his goal is to structure an agreement between the Town and Canyon Wood Supply, and avoid litigation.

The Mayor read item #4 aloud and Manager Scannell recommended hearing the item in Executive Session.

Motion #2

On a motion by Hauser, seconded by Garrison Council voted unanimously to hear item #4 in Executive Session, pursuant to ARS §38-431.03(A)(3) for discussion or consultation with the attorney for legal advice and §38-431.03(A)(7) for discussion or consultation with designated representatives in order to consider Council's position and instruct representatives regarding negotiations for the purchase, sale, or lease of real property.

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.** (Staff Resource: Michael Scannell)
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.** (Staff Resource: Michael Scannell)
Council took no action on this item.
5. **Adjournment**
The meeting adjourned into Executive Session at 5:10 p.m.

Virginia Jones, Deputy Clerk

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 the 30th day of July, 2008. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____ 2008

Deborah Barber, Town Clerk

**Minutes
SPECIAL SESSION
MAYOR and COMMON COUNCIL
Of the
TOWN OF CAMP VERDE
CAMP VERDE MARSHAL'S OFFICE
TRAINING ROOM
646 S. First Street
Tuesday, July 29, 2008
3:00 p.m.**

1. **Call to Order**

Mayor Gioia called the meeting to order at 3:00 p.m.

2. **Roll Call**

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

Also present: Town Manager Mike Scannell, Parks & Recreation Director Lynda Moore, Community Development Director Nancy Buckle, Town Engineer Ron Long, Parks & Recreation Commissioner Jim Ellington and Recording Secretary Virginia Jones.

3. **Interviews of the following consultants to develop a Master Plan for the Community Park:**

- a. **Olsson Associates: Jeff Kratsky and Shane Hamlin;**
- b. **Project Design Consultants**
- c. **RBF Consulting**

Mayor Gioia turned the meeting over to the Parks & Recreation Director Lynda Moore who introduced the project team from Olsson Associates. Representing Olsson Associates, was Shane Hanneman and Jeff Kratzke. Mr. Kratzke stated his organization has all the technical resources that may be required, and stated that Olsson Associates live and breathe regional parks daily, and that sets their firm apart from other consulting firms. Mr. Kratzke reviewed the project schedule and noted that public involvement is very important and working with the neighbors located next to the park. Mr. Kratzke stated that public involvement would include Council, the Yavapai Apache Nation Tribal Council, the public at large, interfacing with the community and bring back a product the community is excited about.

When questioned by Community Development Director Buckle, the Olsson team said they would work with the other commissions, Technical Advisory Committee and all interested groups.

Councilor Elmer questioned how the Olsson team would get feedback from the community. The Olsson team stated they would have a team member at every public meeting taking the information, compiling it and bring the information back to the Council.

Elmer questioned the experience the team had with working in similar sized communities; Mr. Kratzke stated they understand small communities and have done projects in Wickenburg and Flagstaff.

When questioned by Mayor Gioia if the firm would be assisting the Town with the Heritage Grant Application, they indicated they have powerful software to help convey the design, and they will provide cost estimates.

Mayor Gioia questioned if they had experience with equestrian pathways and facilities, Kratzke stated they have not done a major facility; however, they have good relationships with consultants who have done that type of work.

Mayor Gioia asked the type of experience brought to the table using alternative turf. Olsson team stated they have had experience, and that is a very budget driven issue with costs up front and then replacement costs in the future.

Mr. Kratske summarized that the team will make recommendations to Council and explain their recommendations.

Council took a 5 minute break and reconvened at 4:07 p.m.

Lynda Moore introduced the team from Project Design Consultants that included, Project Manager Audie Hennington, Design Consultant Seth Placko and Bryce Snyder.

Mr. Hennington stated they have been located in Arizona for 8 years, and worked on several projects, large and small, including Steel Indian School Park, Rose Mofford Park & Sports Complex, Desert West Park & Sports Complex, Paradise Valley Park, Superstition Shadows Park, and Flagstaff Aquaplex.

The Project Design Consultants stated they have reviewed the site that was previously owned by the Forest Service and noted the Forest service had done an environmental assessment of the property, and the 2005 General Plan identified the need for a park. The Team would conduct public workshops, set down with all the stakeholders and determine what the visions for the park are, they would meet with Yavapai-Apache Nation Tribal Council, do public service announcements, create a web site for public comments.

Project Design Consultants would start with public meetings, develop three to five concepts to bring back to the public and Council. After reviewing the public input, they would start the design process and bring back two or three concepts with cost estimates. The final master plan would be ready for the Town to apply for the Heritage Grant in February 2009.

In response to the question from Parks & Recreation Director Lynda Moore, asking why they bid on our project, they responded they like master planning, if the site is not planned correctly, you spend more money than needed on infrastructure at the end of the project.

Community Development Director questioned if there were time slots for interaction with other Town Commissions. The team from Project Design Consultants stated they would expect the Commission Members to participate in the workshops.

Linda German asked if the site analysis included ingress and egress. The team stated it does, they may add a traffic engineer to the team and look at all the alternatives.

Councilor Elmer questioned what the team felt was the biggest challenge on this project. Mr. Hennington stated the schedule is the biggest challenge, and infrastructure could be a challenge.

Councilor Kovacovich questioned if Project Design Consultants have worked in small communities; the team responded that they have worked on two projects in Flagstaff, and worked on a project in Chino Valley, and projects in Southern Arizona. Bryce Snyder stated he lived and worked in Flagstaff and had done a lot of work in Prescott.

Mayor Gioia questioned the difference in the fees structure. The consultants responded they did not identify everyone on the team, the ones that were selected were based on the personal knowledge of applying for the Heritage Grant.

Mayor Gioia questioned if the team had experience with equestrian pathways and facilities. The team stated they worked on an updated master plan for West-world, and several facilities that included equestrian pathways.

Mayor Gioia asked what type of experience was being brought to the table using alternative turf. Project Design Consultants stated they have a large library of synthetic products, but Council needs to understand the pitfalls and replacement costs.

In response to the fee schedule by Councilor German, the team stated they have given the best 'creative estimate' on what they feel would obtain the correct results for a good master plan.

Mayor Gioia questioned what type of experience the team had using alternative turf. The Team assured Council they have had several years of experience using alternative turf on other projects.

Council adjourned at 4:50 p.m. and reconvened at 5:05 p.m.

Lynda Moore introduced the team from RBF Consulting consisting of Vice President Steven E Hohulin, Director of Planning Kevin Kugler, and Landscape Architect Steven Rogers.

Mr. Hohulin stated they were very excited about the project; RBF was founded in 1944 and ranked as the 40th largest design firm, with 130 years of experience. Hohulin stated some of their previous projects include Garrett Sports Park, Big League Dreams Sports Park, West Covina Sports Complex and others ranging from 10 acres and upward.

Mr. Kugler stated the critical components of the Master Plan include public consensus, design, cost and schedule, and indicated the Master Plan will be delivered by November 18, 2008 for the Town to apply for the Heritage Grant in February.

The RBF team passed out interactive audience remotes to each Council member, stating that during the Community input, every person in attendance will have a vote using the hand held voting device and the team will have an immediate response. The group will be divided and participate in a 'group outbreak exercise' where each group will be provided cutouts to design a site plan and complete cost estimates.

RBF stated they would meet with the Yavapai-Apache Nation Tribal Council for input and plan on bringing a Master Plan to the Council for adoption during the November 5, 2008 regular session.

Councilor Garrison questioned if the landscaping would include drought tolerance vegetation and the team stated there were several choices that would be considered, and the final decision would be up to the Council.

Community Development Director Buckle questioned if the team was taking into consideration dark skies and lighting. RBF responded that they are definitely taking dark skies into consideration along with the ingress and egress.

Linda German questioned if the access would be off McCracken lane, and reminded them traffic speed is posted at 25 miles per hour, however people travel at 45 miles an hour, RBF stated Council would make the ultimate decision, reminding Council if you use Highway 260 you will have to deal with ADOT.

Jim Ellington questioned how long RBF had been using the technology. RBF stated they have been using it for over 8 years; it was first developed for educational use. RBF stated success comes down when you get the public to attend the meeting, you make announcements, provide food and people will attend.

Parks Commission Ellington inquired how the consultants would include the kids that are involved in soccer and baseball. RBF stated they could include a youth visioning workshop and get the word out to community, coordinating with school

Scannell questioned the members of RBF regarding the small triangular piece of property located on the opposite side of McCracken and asked for a professional opinion as to how to develop that portion. RBF stated that it would be fiscally responsible to sell to a private individual, explaining the Town would not want to place a public works department in that area and compromise the integrity of the neighborhood.

Councilor Elmer questioned how RBF would involve the neighbors in that area. RBF stated they would like to see a member of the neighborhood on the Technical Advisory Committee.

Mayor Gioia questioned the amount of assistance that would be given by the team for the grant application. RBF stated they would be willing to assist, and stated there are other grants available besides the Heritage Grant.

Mayor Gioia questioned what type of experience was brought to the table regarding the use of alternative turf. The team responded you can only seed during certain times of the year, sod is grown in very light soil and does not always do well, they indicated there are seed mixes that can be used that stand temperatures as high as 105 degrees.

Council thanked RBF for the presentation and took a short break.

Members of the Council, citizens and staff each stated their opinion of each presentation. Staff was asked to do reference checks on RBF and bring the item to Council for a decision at the August 6, 2008 Regular Session.

4. **Adjournment**

The meeting adjourned at 6:30 p.m.

Virginia Jones, Recording Secretary

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 the 29th day of July 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:

Meeting Type:

Type of Presentation:

REFERENCE DOCUMENT:

AGENDA TITLE: (Be Exact):

Approval of Professional Services Contract for Indigent Legal Services, Camp Verde Municipal Court

PURPOSE AND BACKGROUND INFORMATION:

The Town presently has no formal contract for obtaining the services of court-appointed attorneys for indigent defendants. This contract will clearly set forth the duties and responsibilities of court-appointed counsel, set a standard rate of compensation and provide for indemnity of the Town. This contract has been reviewed and approved as to form by the Town Attorney.

STAFF RECOMMENDATION(S): (Suggested Motion)

Type of Document Needing Approval:

Contract for Services

Finance Director Review

Budgeted/Amount

Attorney Review Yes No

Attorney Comments _____

Fund:

Line Item:

Submitting Department:

Contact Person:

Town Manager/Designee:

PROFESSIONAL SERVICES CONTRACT
INDIGENT LEGAL SERVICES
CAMP VERDE MUNICIPAL COURT

PARTIES

This Contract is by and between the Town of Camp Verde Municipal Court, located in Yavapai County, Arizona (hereafter "Court") and _____ (hereafter "Attorney").

RECITALS

WHEREAS the Town and the Camp Verde Municipal Court (hereafter "Court"), have determined that execution of Indigent Legal Services Contracts with attorneys is an appropriate method to provide legal services to indigent defendants in cases arising pursuant to Rule 6 of the Arizona Rules of Criminal Procedure and for certain other types of legal proceedings; and

WHEREAS, the Court and Town have determined that Attorney is licensed to practice law in the State of Arizona and is competent to provide legal services as set forth in this Contract,

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

"Magistrate" shall refer to the Magistrate, Associate Magistrate, Assistant Magistrate or Magistrate Pro Tem who is responsible for making the appointment of counsel or presiding over the case before the Court.

"Presiding Magistrate" shall refer to the Magistrate responsible for the administrative duties of the Court.

2. TERM OF CONTRACT

The effective date of this contract is _____ and it shall expire on _____ unless sooner terminated or further extended pursuant to the provisions herein.

3. DUTIES OF ATTORNEY

Attorney shall provide court-appointed attorney services to Indigent criminal defendants in all cases assigned to him/ her by the Court. This language should

not be construed as a guarantee that any specific number of cases will be assigned to Attorney by the Court. Attorney shall appear at all proceedings on behalf of those clients, and maintain contact with clients. Attorney shall provide, in writing, the names, addresses and telephone numbers of any attorneys that he or she intends to use in the event Attorney is unavailable or has a scheduling conflict. The Court reserves the right to refuse to allow the appearance of substitute counsel in such case. Attorney must immediately notify the Court, in writing, if he/ she believes that representation of an indigent defendant represents a conflict of interest.

4. COMPENSATION

A. BASIC SERVICES. For services rendered pursuant to this Contract, Town agrees to pay Attorney a base contract amount of \$ 300.00 (three hundred dollars) per case for representation of the defendant through the conclusion of the pre-trial conference stage of the case. Thereafter, Attorney shall be paid at an hourly rate of \$ 60.00 (sixty dollars).

B. EXTRAORDINARY EXPENSES. These expenses include, but are not limited to, expert witnesses, investigators, transcripts, audio and videotaping services and Rule 11 hearings. Prior to incurring obligations for such expenditures, Attorney shall apply to the Presiding Magistrate for approval. Failure to obtain prior approval may be grounds for denial of any claim for payment of such expenditures.

C. COMPENSATION FOR DISMISSALS AND WITHDRAWALS. Cases that are dismissed by the Court, or in which Attorney withdraws, with only *de minimis* Attorney participation shall be compensated at the hourly rate of \$ 60.00 (sixty dollars) upon submission of the hours worked. Absent extraordinary circumstances, no more than three hours will be allowed.

D. BILLING. Attorney shall submit a bill for services rendered for each case by the time of the sentencing or withdrawal from the case.

E. PRIVATE COMPENSATION. Attorney shall neither charge nor accept any fee, remuneration or other compensation for services rendered pursuant to this Contract except as provided for herein. Attorney may not represent a client for a fee on an assigned case.

5. INDEMNIFICATION

Attorney shall indemnify, defend, and hold harmless Court, its officers, employees and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any fault or negligence by Attorney, his/her agents, employees or anyone under Attorney's direction or control or on his/her behalf in connection with performance of this Contract. This indemnification provision shall survive the termination of the Contract.

6. INTERPRETERS

Court will provide interpreters for non-English speaking defendants for all in-court and pretrial proceedings. Attorney shall provide, at his/her own expense, interpreters for all out-of-court matters.

7. INDEPENDENT CONTRACTOR

Attorney shall be an independent contractor. Neither Attorney nor Attorney's officers, agents or employees shall be considered an employee of Court or of the Town of Camp Verde, or be entitled to receive any employment-related benefits. Attorney shall be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this Contract and shall indemnify and hold Court harmless from any and all liability which Court may incur because of Attorney's failure to pay such taxes.

8. CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest pursuant to ARS 38-511.

9. TERMINATION

A. Court reserves the right to terminate this Contract at any time and without cause by serving upon Attorney 30 days advance written notice of such intent to terminate. In the event of such termination, the Court's only obligation to Attorney shall be payment for services rendered in connection with previously assigned cases.

B. Attorney reserves the right to terminate this Contract at any time and without cause by serving upon Magistrate 30 days advance written notice of such intent to terminate.

C. This Contract may be terminated at any time without advance notice and without further obligation to Court when Attorney is found by Court to be in default of any provision of this Contract.

D. Notwithstanding any other provision in this Contract, this Contract may be terminated if for any reason there are insufficient appropriated and available monies for the purpose of maintaining Court or other public entity obligations under this Contract. In the event of such termination, Court shall have no further obligation to Attorney, other than to pay for services rendered prior to termination.

10. MODIFICATION OF CONTRACT

This contract shall be automatically modified to conform to and comply with any subsequent changes regarding indigent representation imposed by case law or Arizona Supreme Court rules. Any other amendments shall be made in writing and approved by the Court and Attorney.

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

Meeting Date:

August 27, 2008

Meeting Type: Regular Session

Type of Presentation: Verbal Only

REFERENCE DOCUMENT: Chamber of Commerce Lease Agreement 7/1/08 - 12/31/09

AGENDA TITLE: (Be Exact):

Discussion, consideration and possible approval of the 18 month Lease Agreement effective July 1, 2008 through December 31, 2009 between the Town and the Camp Verde Chamber of Commerce with a rental payment of \$1.00 to the Town.

PURPOSE AND BACKGROUND INFORMATION:

The Town desires to retain the Chamber of Commerce to promote, develop and enhance tourism, to help maintain a strong local economy for the Town and its surrounding areas, and to render specific professional and technical services to the Town. For these services a facility with parking areas located at 385 S. Main Street will be provided to the Chamber of Commerce from July 1, 2008 until December 31, 2009 (18 months) in exchange for a nominal fee of \$1.00.

STAFF RECOMMENDATION(S): (Suggested Motion)

Approve the 18 month Lease Agreement effective July 1, 2008 through December 31, 2009 between the Town and the Camp Verde Chamber of Commerce with a rental payment of \$1.00 to the Town.

Type of Document Needing Approval: Attorney Bill Sims has approved the lease agreement

Finance Director Review

Budgeted/Amount

N/A

Comments:

Fund:

Line Item:

Submitting Department: Administration/Manager

Contact Person: Michael K. Scannell

Town Manager/Designee:

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

**Municipal Lease
Between
The Town of Camp Verde
and the
Camp Verde Chamber of Commerce**

August 20, 2008

LANDLORD: Town of Camp Verde, an Arizona municipal corporation
473 South Main Street, Ste. 102
Camp Verde, AZ 86322

TENANT: Camp Verde Chamber of Commerce
385 South Main Street
Camp Verde, AZ 86322

WHEREAS, the Landlord and Tenant agree it would be in the public interest to establish larger facilities for use by the Chamber of Commerce, and other related public agencies, for promotion of economic development and tourism as a visitor's center; and

WHEREAS, the Town has provided a remodeled building at 385 South Main Street, formerly known as "Custards", and related parking areas, located at the entrance to Fort Verde Historic State Park from Main Street that would serve as a gateway center for future development connecting the downtown area and the Fort; and

WHEREAS, the parties have entered into a contract for promotion of tourism and economic development,

NOW, THEREFORE, THE LANDLORD AGREES TO EXECUTE THIS LEASE WITH THE TENANT ON THE FOLLOWING MUTUALLY AGREEABLE TERMS AND CONDITIONS:

1. **Property and Use:** Tenant shall lease the 385 South Main Street building, other than areas reserved by the Town for municipal use, and adjoining parking areas, for its office facility both to fulfill the terms of services contract with the Town, and its role as the administration center for its member businesses and the public. Tenant shall allow other public agencies, as authorized by the Town Manager, space for displays and volunteers from those agencies that will present tourist and related information to visitors. A conference room will be available for Town Staff's use to be scheduled by the Town Manager (or his/her designee), through the Chamber Director. The Chamber will be responsible for all scheduling and coordinating use of the building.
2. **Term:** The term of the lease shall be for one and half (1.5) years from July 1, 2008 to December 31, 2009. The Term may be reduced if the service contract

between the Town and the Chamber is terminated. Effective upon termination of said lease, it is the Town of Camp Verde's intention to utilize the building for purposes of occupying the facility with Town activities.

3. **Improvements:** Tenant will not make any modifications or improvements to the property without the prior consent of the Landlord. Any office equipment, supplies, or other fixtures brought to the property shall remain the property of the Tenant.
4. **Rent:** Payment of rent during the term of the lease shall be the nominal sum of \$1.00 *per year*, acknowledging that the occupancy and use of the premises for visitor services will be a benefit of the citizens of the Town and the surrounding communities.
5. **Utilities:** Costs of the utilities to the premises such as electrical service and any separate heating/cooling costs, where they may be prorated, shall be the responsibility of the Tenant.
6. **Sublease:** Tenant will not sublease any portion of the premises without the written consent of the Landlord.
7. **Insurance:** The Chamber of Commerce tenant agrees to procure and maintain - at its sole expense - a policy of General Liability insurance 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 of Town of Camp Verde, AZ as an Additional Insured in connection with the Chamber of Commerce facilities as provided herein; the tenant shall keep said policy in force for the duration of this lease, and for any extension thereof. The tenant shall provide the town with the Certificate of Insurance (COI) evidencing such insurance coverage. This COI and the fully executed lease agreement shall be returned simultaneously to the Town. Upon the Town's receipt of both the aforementioned documents the agreement will be considered fully executed.
8. **Maintenance:** Tenant will maintain the premises in the condition of the facility at the time of initial occupancy, and Landlord shall maintain the heating/cooling and other services.
9. **Signs:** Tenant will not install any exterior signage on the building without the prior approval of the Landlord.
10. **Remodeling:** The building and surrounding property are an integral part of the pending Main Street/Hollamon Street redesign project that will link the historic areas of the Town with Fort Verde Historic State Park. The Landlord reserves the right to effect changes in the building structure, parking, and access consistent with the project and surrounding parking areas that indicates the primary uses of the facility.

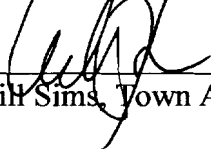
right to effect changes in the building structure, parking, and access consistent with the project and surrounding parking areas that indicates the primary uses of the facility.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on _____, _____ 2008.

Tony Gioia, Mayor

Attest: _____
Debbie Barber, Town Clerk

APPROVED AS TO FORM:



Bill Sims, Town Attorney

APPROVAL AND EXECUTION BY TENANT

PASSED AND APPROVED BY CHAMBER OF COMMERCE ON THE _____
_____ Day of _____ 2008

Camp Verde Chamber of Commerce

By: _____

Mary Taylor, Chamber of Commerce President

ATTEST:

Camp Verde Chamber of Commerce

By: _____

Print Name: _____

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

Meeting Date: August 27, 2008

Meeting Type: Regular Session

Type of Presentation: Verbal Only

REFERENCE DOCUMENT: Chamber of Commerce Service Agreement 7/1/08 - 6/30/09

AGENDA TITLE: (Be Exact):

Discussion, consideration and possible approval of the 12 month Services Agreement effective July 1, 2008 through June 30, 2009 between the Town and the Camp Verde Chamber of Commerce and approval of the following FY 08/09, 12 month funding to the Chamber: 1)\$70,000.00 funding for the Chamber's visitor center operations; 2) \$16,261 for matching funds as required by the Chamber of Commerce's application to the Arizona Office of Tourism TEAM grant that will be used for marketing, advertising and promoting Camp Verde; and 3)In addition, to the budgeted funding the Town agrees to advance the Chamber a possible performance base incentive (please see services agreement).

PURPOSE AND BACKGROUND INFORMATION:

The Town desires to retain the Chamber of Commerce to maintain a visitor's center and to promote, develop and enhance tourism, to help maintain a strong local economy for the Town and its surrounding areas, and to render specific professional and technical services to the Town. For these services the Town will provide funding to the Chamber of Commerce in the amount of \$70,000 and \$16,261 is for a 12 month period (as per the Town's FY 08/09 Budget). In addition, to the budgeted funding the Town agrees to advance the Chamber a possible performance base incentive (please see services agreement).

STAFF RECOMMENDATION(S): (Suggested Motion)

Approve the 12 month Services Agreement effective July 1, 2008 through June 30, 2009 between the Town and the Camp Verde Chamber of Commerce and approve the following FY 08/09, 12 month funding to the Chamber: 1)\$70,000.00 for the Chamber's visitor center operations; and 2)\$16,261 for matching funds as required by the Chamber of Commerce's application to the Arizona Office of Tourism TEAM grant that will be used for marketing, advertising and promoting Camp Verde; and 3) In addition, to the budgeted funding the Town agrees to advance the Chamber a possible performance base incentive (please see services agreement).

Type of Document Needing Approval:

Finance Director Review

Budgeted/Amount

Yes

Comments: Please Note: The incentive based bonus only becomes operational when the revenues budgeted for bed tax have been achieved. The Town Attorney has reviewed and approved (as to Form) this agreement.

Fund: General - Non Dept.

Line Item: 01-20-017-7800 & 01-20-17-7801

Submitting Department: Administration/Manager

Contact Person: Michael K. Scannell -App'd Telephonically

Town Manager/Designee:

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

**Agreement for Contracted Services
Between
The Town of Camp Verde
and the
Camp Verde Chamber of Commerce**

This agreement is entered into this _____ day of _____, 2008 by and between the Chamber of Commerce, a non-profit corporation, hereinafter referred to as "Chamber" and the Town of Camp Verde, a municipal corporation, hereinafter referred to as "Town"

WHEREAS, pursuant to A.R.S. § 9-500.11, the Town desires to appropriate funds to promote development and enhance tourism by promoting Camp Verde as a destination and by assisting visitors to Camp Verde with information and facilities which improve the quality of their experience when in Camp Verde; and

WHEREAS, the Town receives a significant portion of its tax revenue from tourist spending in the community and sales tax revenue from businesses; and

WHEREAS, the Town desires to maintain a strong and vital local economy and to assist in the retention of existing businesses and the attraction of new businesses that are deemed desirable; and

WHEREAS, the Chamber is qualified and has the experience, organization and facilities to provide business services to new commercial and retail businesses coming into the community; and

WHEREAS, the Town and Chamber both have the desire and the commitment to build a strong local economy and promote Camp Verde.

PURPOSE OF THE AGREEMENT

Town hereby retains the Chamber to promote, develop and enhance tourism and economic development for the Town and its surrounding areas, and to render specific professional and technical services to the Town. It is understood and agreed that the Chamber, while retained under this Agreement, will also be rendering other services to its members.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS OF THE PARTIES, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. The Town agrees to appropriate, Seventy Thousand Dollars (\$70,000.00) for the fiscal year 2008-2009. The funding will be allocated as follows: FORTY-SEVEN THOUSAND, TWO HUNDRED and FIFTY DOLLARS (\$47,250.00) will be used for the purposes of staffing and operating a Visitor Center. TWENTY-TWO THOUSAND, SEVEN HUNDRED and FIFTY (\$22,750) will be used for tourism in promoting and marketing Camp Verde as a destination point. The Town agrees to make payment to the Chamber in four (4) installments (equal to \$70,000) of SEVENTEEN THOUSAND, FIVE-HUNDRED DOLLARS (\$17,500.00) on July 1, 2008; October 1, 2008; January 1, 2009; and April 1, 2009.
2. In addition, to the budgeted base funding, during FY 2008/2009 as a performance based incentive the Town agrees to advance the Chamber FIFTY PERCENT (50%) of the Town of Camp Verde Bed Tax Revenues in ***EXCESS*** of ONE HUNDRED and THIRTY-FIVE THOUSAND DOLLARS (\$135,000) up to a ***MAXIMUM*** of TWENTY-THOUSAND DOLLARS (\$20,000).
3. The Chamber shall maintain and staff the Visitor Center within the Town. The Visitor Center will be open to the public during the weekdays and weekends to answer all correspondence, telephone, or walk-in inquiries for general information relating to Camp Verde. The Visitor Center will be open, except Christmas, Thanksgiving and the New Year's holiday and for special day like Easter and the Fourth of July
4. The Chamber will utilize Destination Marketing to attract tourists to Camp Verde for overnight visitation.

In addition, the Town agrees to make a one-time payment of SIXTEEN THOUSAND, TWO HUNDRED, and SIXTY-ONE DOLLARS (\$16,261.00) for the Arizona Office of Tourism TEAM Grant Matching Funds Grant. The Town's required match of SIXTEEN THOUSAND, TWO HUNDRED, and SIXTY-ONE DOLLARS (\$16,261.00) will be used by the Chamber for funding specific Destination Marketing per Arizona TEAM Grant specifications and the Marketing Plan submitted to the Arizona Office of Tourism by the Chambers in the Verde Valley Region.

5. The Chamber agrees to help in the promotion of the two (2) major Town events (Wine & Pecan Festival and Fort Verde Days) by submitting PSA's to newspapers in Arizona and scheduling radio and TV interviews when event coordinators can support this activity. The Chamber's responsibility for event marketing is areas outside a 60-mile radius of Camp Verde due to the provisions of the Arizona Office of Tourism Team Grant. Promotional information needs to be submitted to the Chamber six (6) months prior to the event.
6. Reporting: the Chamber will meet with the Town Council Liaison to the Chamber and the Town Manager on an as needed basis, but not less frequently than on a quarterly basis.
7. Coordination: The representatives as referenced in item 6 will meet periodically with the Chamber of Commerce to discuss the coordination between the Town and the Chamber on items of mutual interest that promote tourism, economic development and visitor information.
8. The Chamber agrees to provide the Town with a copy of its annual financial statement. The Town shall have the right to conduct such audits of the Chamber, as may deem necessary, with reasonable notice to the Chamber.
9. TERMINATION: if and in the event that, a dispute between the parties arises as to the service to be provided under this agreement, then the Town and the Chamber shall attempt to resolve said dispute.
10. TERM: this agreement is will be in force from July 1, 2008 through June 30, 2009. The Town will provide use of the Visitor Center to the Chamber of Commerce under the terms and conditions as exist under the current lease July 1, 2008 (see lease). **Please Note the termination clause in this years' lease.** Effective upon termination of said lease, it is the Town of Camp Verde's intention to utilize the building for purposes of occupying the facility with Town activities.
11. Town Duties
 - a. At the request of the Chamber, the Town shall disclose to the Chamber any information that pertains to the business community that may be legally released.
 - b. Town shall make available Town's facilities as it deems necessary to accommodate activities associated with Chamber business.
 - c. Town shall manage the Business Recruitment Program.
 - d. Town shall provide the Chamber with information in regard to Business Recruitment Program as it pertains to Chamber's projects.
12. This agreement is entered into in the State of Arizona and shall be construed and interpreted under the laws of the State of Arizona including, without limitation, the provisions of A.R.S. § 38-511.

INDEPENDENT CONTRACTOR

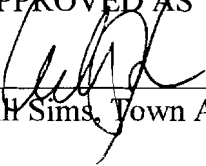
1. The parties agree that the Chamber provides specialized services and that the Chamber enters this agreement with the Town as an independent contractor. Nothing in this contract shall be construed to constitute the Chamber, nor any of its personnel, volunteers, or directors, as agents, employees, or representatives of the Town of Camp Verde.
2. As an independent contractor, the Chamber is solely responsible of all labor and expenses in connection with this agreement and for any and all damages, which may arise during the operation of this agreement.
3. The Chamber of Commerce tenant agrees to procure and maintain - at its sole expense - a policy of General Liability insurance 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 of Town of Camp Verde, AZ as an Additional Insured in connection with the Chamber of Commerce facilities as provided herein; the tenant shall keep said policy in force for the duration of this lease, and for any extension thereof. The tenant shall provide the town with the Certificate of Insurance (COI) evidencing such insurance coverage. This aforementioned COI and the fully executed lease agreement shall be returned simultaneously to the Town. Upon the Town's receipt of both the aforementioned documents the agreement will be considered fully executed.
4. It is understood and agreed that the Chamber is free to contract with other parties or to otherwise provide additional services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials on _____, _____ 2008.

Tony Gioia, Mayor

Attest: _____
Debbie Barber, Town Clerk

APPROVED AS TO FORM:



Bill Sims, Town Attorney

APPROVAL AND EXECUTION BY TENANT

PASSED AND APPROVED BY CHAMBER OF COMMERCE ON THE _____
_____ Day of _____ 2008

Camp Verde Chamber of Commerce
By: _____
Mary Taylor, Chamber of Commerce President

ATTEST:

Camp Verde Chamber of Commerce
By: _____

Print Name: _____

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

Meeting Type: Regular
Consent:

Meeting Date: 8-27-08

Type(s) of Presentation:

AGENDA TITLE: Possible Approval of conveyance of a utility easement to APS across Town property to provide residential service underground to owner of parcel 404-20-023F located at 517 Basham Circle.

PURPOSE AND BACKGROUND INFORMATION: Ms Aileen Smart, owner of parcel 404-20-023F is moving forward with the removal of her garage which is encroaching onto the Town parcel located on Basham Circle. Her electric service panel is located on the south side of the garage and must be re-located to the front of the residential structure. To extend her service, APS is requiring a utility easement from the Town across Town's property from the existing pole and transformer to the front of the Ms. Smart's residential structure.

There is an existing easement for the pole line on the Town's property, but no easement is in place for the underground service currently in place to her service panel on the garage. Because this line is within the setbacks and no structure may be built within the side setbacks, staff finds no issue to granting this easement. In addition, a condition to the State granting this property to the Town of Camp Verde was that it remain open space and not to be developed; therefore, no structures may be built by the Town on this property anytime in the future.

STAFF RECOMMENDATION(S): (Motion) Motion to approve the conveyance of a utility easement to APS across Town property to provide residential service underground to owner of parcel 404-20-023F located at 517 Basham Circle.

LIST ALL ATTACHMENTS: staff report, map and easement language.

Type of Document Needing Approval (Check all that apply):

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Acceptance/Approval | <input type="checkbox"/> Agreement/Contract | <input type="checkbox"/> Emergency Clause |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Grant Submission | |
| <input type="checkbox"/> Intergovernmental Agreement | <input type="checkbox"/> Liquor/Bingo Application | |
| <input type="checkbox"/> Ordinance | <input type="checkbox"/> Preliminary Plat | <input type="checkbox"/> Public Hearing |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Special Consideration | |
| <input type="checkbox"/> Special/Temp Use Permit | <input type="checkbox"/> Other: | |
| <input type="checkbox"/> Presentation/Report Only | | |

Attorney Reviewed: Yes

Submitting Dept: Com. Dev.
Contact Person: Nancy Buckel

Aileen Smart
27 Old Crow Lane
Sedona, AZ 86336

July 2, 2008

Mayor and Common Council
Of The Town of Camp Verde
The Honorable Tony Gioia, Mayor
Brenda Hauser, Vice Mayor
Norma Garrison
Charles German
Greg Elmer
Ron Smith
Bob Kovacovich

Dear Mr. Mayor and Council Members,

First I would like to thank the Mayor and Council for the time you are taking to consider this issue. I'm sure you have more important issues to consider; yet this is very important to me.

My name is Aileen Smart and I am the owner of a property at 517 Basham Circle, just off the Montezuma Castle Highway near Basham Lane. I purchased the home in July 2004, as an investment property, with the intention that my husband Tim and I would eventually retire there. In January 2005 Tim suddenly and unexpectedly died. Due to the associated expenses and the loss of his income, I was forced to put the property up for sale.

The home's garage extends a couple of feet onto unbuildable land owned by the Town of Camp Verde, and has since it was built in 1994 with a town building permit. The defect must be fixed before I can sell the property. The APS power line and pole that supply the home are on the town-owned parcel.

As part of the project to fix the problem the home's electrical meter must be relocated. APS is requiring that the meter be moved to the front of the home. Our only option to accomplish this is to have underground electric service.

Overhead is not an option for two reasons. First, the Town of Camp Verde has an ordinance prohibiting overhead power. Second going overhead would cost \$9,000, a major financial hardship. If the Town of Camp Verde does not grant me an underground utility easement I will no longer have electricity to my home. Please see attached associated documents.

I appreciate your consideration and support in resolving this issue. This situation has existed without harm to anyone for over a decade, so I hope a simple accommodation may be devised. I am grateful for your help, and look forward to receiving your approval.

Sincerely,



Aileen F. Smart



A subsidiary of Pinnacle West Capital Corporation

1250 E. U.S. HIGHWAY 89A
COTTONWOOD, AZ 86326-4507

June 24, 2008

Mr. Gary Libby
La Purisima, Inc.
P O Box 3977
Sedona, AZ 86340

Dear Mr. Libby:

APS has surveyed a new service trench path to re-serve 517 Basham Circle.

This has become necessary due to an encroachment (garage) onto parcel 404-20-024C to the south. APS has facilities to serve 517 Basham Circle that are located on parcel 404-20-024C to the south and an easement is required to install a new service line to the new meter location at 517 Basham Circle.

APS is requesting an underground easement for the following reasons:

1. To be in compliance with the Town of Camp Verde's underground ordinance.
2. A new underground service will be less expensive to the property owner of 517 Basham Circle.
3. An easement will be required across parcel 404-20-024C whether the new service is installed overhead or underground.
4. APS is required to have an easement for it's facilitates that cross parcels other than the actual service parcel.

If you have further questions, please contact me at 928-646-8462.

Sincerely,

Robert Witte
Customer Service Representative
Verde Area

RW/cn

SW-29-14N-5E
WF08SVNW10
JGF

Page 1 of 3

UTILITY EASEMENT

THE TOWN OF CAMP VERDE, (hereinafter called "Grantor"), is the owner of the following described real property located in Yavapai County, Arizona (hereinafter called "Grantor's Property"):

That part of General Land Office Lot 5 located within Section 29 of Township 14 North, Range 5 East, Gila and Salt River Meridian, Yavapai County, Arizona lying westerly of the centerline of Beaver Creek as it existed on June 14, 1973, containing 0.950 acres more or less.

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

Said easement being 6.00 feet in width, lying 3.00 feet on each side of the following described centerline:

Commencing at the Northwest corner of the above described parcel, said corner is also the West Quarter corner of said Section 29;

Thence East 87.47 feet to the TRUE POINT OF BEGINNING of the herein described easement;

Thence South 78°34'37" East 39.45 feet to the Terminus of this easement.

Grantee is hereby granted the right to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities"); utilize the Easement Premises for all other purposes connected therewith; and permit the installation of the wires, fixtures, conduits, or cables of any other company.

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

Grantee agrees that following any installation, excavation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee to as close to original condition as is reasonably possible, at the expense of Grantee.

The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns and lessees of Grantor and Grantee.

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

Meeting Type: Regular

Meeting Date: August 27, 2008

Submitting Department: P&Z

**Contact Person: Michael Jenkins
Senior Planner**

Regular: **Requesting Action:**

Type of Document Needing Approval (Check all that apply):

- Approval or Disapproval
 Final Plat
 Rezoning
 Special/Temp Use Permit
 Public Hearing
 Other: Resolution 2008-754
 Special Consideration

Agenda Text : Public Hearing, Discussion and possible Council approval or disapproval of a Roadway Abandonment (Vacation), STABNDMT 2007-02, for a portion of Spruce Street located in the Jordan Meadows Subdivision, Unit 1 as initiated by petition and submitted by Carlos & June Trinidad, owners of parcel 404-03-042 adjacent to the proposed Abandonment (Vacation).

Purpose of Item and Background Information: Council approved by a unanimous vote, the Roadway Abandonment (Vacation), STABNDMT 2007-02, for a portion of Spruce Street on 2-27-2008. The petitioner has taken the necessary steps to complete this process by obtaining, at their cost, a current title search, legal description and has had a Mylar abandonment plat prepared by a Registered Land Surveyor to the size and scale required by the Yavapai County Recorder. The Abandonment Plat, Legal Description and Current Title Search has been submitted by the petitioners and approved by Town Staff.

Staff Recommendation(S): (Suggested Motion) Motion to approve Resolution 2008-754, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, vacating a portion of the right-of-way of Spruce Street to the owners of lot 17 of Jordon Meadows subdivision (aka parcel 404-03-042) which is within the Town Limits.

Type of Document Needing Approval: Resolution 2008-754, Vacation of a portion of Spruce Street in Jordan Meadows Subdivision, Unit 1

Street Abandonment Check List

- Pre-Application Conference with Community Development Director
- *Petition from the adjacent property owner(s) at least 51% of owners abutting a portion of roadway for abandonment.**
- Legal Description of parcel proposed to be abandoned
- *Map of property involved in the petition, with identification of the roadway to be discontinued and all affected properties listing current owners of record, including the petition.**

IF APPROVED BY COUNCIL:

- Agency notification for any utilities that may be in place.
- Current Title Search, legal description of the roadway to be abandoned.
- An Abandonment plat reflecting the division of the abandoned roadway pursuant to law, prepared on mylar by a Registered Land Surveyor or Professional Engineer (Civil) to size and scale required by the Yavapai County Recorder.
- *Abandonment Agreement**
- *Staff Report**
Will include summary of agency & citizen's comments, Agency notification for any utilities that may be in place, Town requirements, applicant's narrative as it addresses requirements for application and recommended stipulations if approved (if any).
- Advertising & Posting has been completed & meet State Law Requirements.
- Reviewed and approved by Town Attorney.

NOTE: * Indicates included in packet



RESOLUTION 2008-754

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, VACATING A PORTION OF THE RIGHT-OF-WAY OF SPRUCE COURT TO THE OWNER OF LOT 17 OF JORDON MEADOWS WITHIN THE TOWN LIMITS

RECITALS:

A. The Town council previously approved a Final Plat for JORDON MEADOWS that contained a street identified as Spruce Court a portion which was dedicated from Lot 17.

B. As originally platted, Spruce Court was to continue into un-subdivided parcels to the south now terminates at Lot 17.

C. The owner of Lot 17 ("Owner") has petitioned the Town for vacation of a portion of Spruce Court adjacent to Lot 17 and the Town agrees that best use of this portion of Spruce Court is for landscaping and beautification.

D. The Town finds that it is in best interest of the public that a portion of Spruce Court be vacated by the Town to the Owners pursuant to A.R.S. 28-7205.

BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE AS FOLLOWS:

1. That that portion of Spruce Court, legally described on Exhibit A attached hereto is vacated and title shall revert to the Owners of record of Lot 17 Jordon Meadows recorded at BK 16, of Maps and Plats, PG 19 records of Yavapai County.
2. All currently existing rights of way or easements are reserved pursuant to A.R.S. 28-7210.
3. Owners shall submit to the Town an executed Agreement for receipt of the vacated property containing terms acceptable to the Town for landscaping, beautification, utility procedures, maintenance and release of the Town that shall be recorded with this Resolution,

EXHIBIT A
(Legal description of vacated roadway)

RECEIVED
JAN 14 2008

LEGAL DESCRIPTION

BY: MI

PARCEL "A"

Being a portion of SPRUCE COURT Right of Way as depicted on the subdivision plat of Jordan Meadows recorded at Book 16 of Maps and Plats, Page 19, records of Yavapai County, Arizona, being situated in a portion of Section 7, Township 13 North, Range 5 East of the Gila and Salt River Base and Meridian, Town of Camp Verde, Yavapai County, Arizona, more particularly described as follows:

COMMENCING at a found 1/2" iron bar (added plastic cap stamped "FOUND PT RLS 37401") monumenting the Southwesternmost corner of Lot 17 of said Jordan Meadows subdivision from which a found plastic capped iron bar stamped "LS 5357" monumenting the Northernmost corner of said Lot 17 bears North 42°43'48" East, a measured geodetic bearing and Basis of Bearings for this description (of record North 42°45'00" East), a distance of 331.19 feet (of record 331.00 feet);

THENCE South 89°56'55" East (of record South 89°56'30" East) along the South line of said Lot 17, being also the South line of said Jordan Meadows subdivision, a distance of 283.70 feet (of record 283.71 feet) to a plastic capped iron bar stamped "RLS 37401" (set) monumenting the Southeasternmost corner of said Lot 17, being also the Southwesternmost corner of said Spruce Court Right of Way (also known as Spruce Street) said point monumenting the **POINT OF BEGINNING**;

THENCE North 00°11'56" East (of record North 00°03'30" East) along the Southeasterly line of said Lot 17 and along the Westerly Right of Way line of said Spruce Court, a distance of 25.12 feet (of record 25.00 feet) to a found 1/2" iron bar (added plastic cap stamped "FOUND PT RLS 37401") monumenting the point of curvature of a circular non-tangent curve to the right, concave Southeasterly, the radius point of which bears South 89°48'34" East, a distance of 25.00 feet (of record 25.00 feet);

THENCE Northerly, Northeasterly and Easterly, along said Southeasterly line of said Lot 17, along the Northwesterly Right of Way line of said Spruce Court and along the arc of said curve, through a central angle of 89°31'06", an arc length of 39.06 feet, said curve being subtended by a chord bearing of North 44°56'59" East and a chord length of 35.21 feet to a found 1/2" iron bar (added plastic cap stamped "FOUND PT RLS 37401") monumenting the end of said curve;

THENCE South 89°56'29" East (of record South 89°56'30" East), along the Southeasterly line of said Lot 17 and along the Northerly Right of Way line of said Spruce Court, a distance of 55.42 feet, (of record 54.98 feet) to a plastic capped iron bar stamped "RLS 37401" (set) monumenting the Easternmost corner of said Lot 17, being also the Southwesternmost corner of Lot 16 of said Jordan Meadows subdivision and being also a point on the North Right of Way line of Spruce Court;

THENCE South 35°45'13" East, a distance of 61.71 feet to a plastic capped iron bar stamped "RLS 37401" (set) monumenting a point on the South Right of Way line of said Spruce Court, being also the South line of said Jordan Meadows subdivision;

THENCE North 89°56'55" West, along said South line, a distance of 116.44 feet to the **POINT OF BEGINNING**.

Containing 0.11 acres, more or less.



4. The vacation of the property herein shall be conditioned upon the execution and recordation of the Agreement signed by the Owners as set forth in 3 above and recordation of this Resolution.

PASSED AND APPROVED by a majority vote of the Common Council at the regular meeting of August 27th, 2008.

Approved: _____
Tony Gioia, Mayor

Date: _____

Approved as to Form:

Attest:

Town Attorney

Deborah Barber, Town Clerk

TOWN OF CAMP VERDE
 COMMUNITY DEVELOPMENT DEPARTMENT
 PLANNING AND ZONING DIVISION
 P. O. BOX 710
 CAMP VERDE, ARIZONA 86322
 BOARD OF ADJUSTMENT
MISCELLANEOUS APPLICATION

David J
10-19-07

CASE NUMBER

2007-46

STABDMNT 07-

Town of CV RIGHT of

REQUEST: Abandonment of a portion
of public roadway. See
attached

PRESENT ZONING: R1L-35

EXISTING USE OF PROPERTY _____

Assessor's Parcel No. owner
404-03-042

Subdivision _____

Tract Block Lot _____

M & E _____

Application Date _____

Taken By _____

Fee _____

Hearing Date _____

PROPERTY OWNER MAILING ADDRESS

NAME Carlos J. Torre Trujillo

ADDRESS 2245 Santa Paula Dr

CITY Camp Verde STATE AZ ZIP 86322

PHONE: 928-567-6725

APPLICANT MAILING ADDRESS

NAME SAME

ADDRESS _____

CITY _____ STATE _____ ZIP _____

PHONE: _____

If the applicant is not the property owner, the owner shall complete and sign the following statement. I hereby authorize _____ to act as my agent in this application.
 (name of applicant)

By: _____ (signature of applicant) _____ (date)

I hereby file the above request and declare that all information submitted is true and correct to the best of my knowledge and belief. I further acknowledge that any omission of information or any error in my application may be cause for delay in its normal scheduling.

By: _____ (signature of applicant) _____ (date)

PLANNING AND ZONING COMMISSION

Hearing Date _____

Continued To _____

Continued TO _____

Continued To _____

GRANTED
 GRANTED WITH STIPULATIONS
 DENIED

TOWN COUNCIL

Hearing Date _____

Continued To _____

Continued TO _____

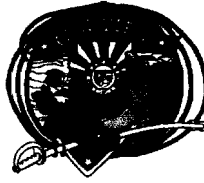
Continued To _____

GRANTED
 GRANTED WITH STIPULATIONS
 DENIED

Ordinance/Resolution Number _____

Effective Date _____

Expiration Date _____



AGREEMENT FOR RECEIPT OF PROPERTY FROM THE TOWN OF CAMP VERDE

The parties of this agreement are the Town of Camp Verde, Arizona, a municipal corporation (hereinafter referred to as "Town") and Carlos & June Trinidad, owners, (hereinafter referred to as "Owner") of certain Property adjacent to right-of-way property which has been abandoned by the Town pursuant to Resolution 2008-_____.

THE PARTIES AGREE AS FOLLOWS:

1. **Abandonment:** The Town of Camp Verde has abandoned or will abandon a certain portion of the right-of-way at the end of Spruce Street adjacent to Lot 17 of Jordan Meadows Subdivision and more particularly described in the legal description attached as Exhibit "A" hereto and incorporated herein by reference. The Town has abandoned this property to Owner, and Owner shall from the date of the signing of this Agreement own the Property in fee simple title subject to the easements and rights described herein. This easement shall run with the land and exist in perpetuity and forever.
2. **Easements:** The parties agree that Owner shall own the Property subject to the following easements and rights of the Town of Camp Verde, and utility companies which have existing utility lines, pipes or other utility facilities within the boundaries of the Property.
 - a. An easement shall be reserved to any utility company which presently has utility lines, pipes or other utility facilities located within the boundaries of the Property for the purpose of maintenance, repair or reconstruction, and the right of ingress and egress for same. This easement shall run with the land and exist in perpetuity and forever.
3. **Landscaping:** Owner shall landscape or otherwise improve the Property within ninety (90) days of the signing of this Agreement, weather permitting. At least thirty (30) days prior to any landscaping or construction upon the Property, Owner shall submit to Town working drawings or plans. In addition, Owner shall:
 - a. Be solely responsible for locating any existing utility lines, pipes or other utility facilities prior to any landscaping or construction upon the Property. "Blue Staking" shall be performed unless waived in writing by the Town of Camp Verde Zoning Administrator.
 - b. Maintain the irrigation system or method of irrigation to maintain the landscaping on the Property.
 - c. Maintain any improvements placed upon the Property. This maintenance shall be the sole responsibility of the Owner or any future Owner(s) of the Property.
 - d. Comply with the other requirements and procedures for abandonment of the public right-of-way in accordance with the Town Community Development Department.
4. **Permits:** Owner shall be responsible for obtaining all sign permits, building permits, or other permits required by the Town or other governmental agency before beginning landscaping or other construction upon the Property.
5. **Notice to Utilities:** At least five (5) days prior to any additional landscaping or other construction of improvements upon the Property, the Owner shall notify any and all utility companies and the Town of Camp Verde of the proposed date for the start of construction.

6. **Release:** OWNER ACKNOWLEDGES AND AGREES THAT OWNERSHIP OF THE PROPERTY IS SUBJECT TO THE TOWN'S AND ANY EXISTING UTILITY COMPANY'S EASEMENT RIGHT FOR THE PURPOSES OF CONSTRUCTION, INSTALLAION, MAINTENANCE, REPAIR OR EXPLORATION OF EXISTING OR FUTURE UTILITIES, SIDEWALKS OR OTHER PEDESTRAIN-TYPE EASEMENTS OR THE LIKE. OWNER HEREBY RELEASES TOWN FROM ANY AND ALL LIABILITY OR RESPONSIBILITY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY UPON THE PROPERTY EXCEPT SUCH DAMAGE OR INJURY AS IS CAUSED BY THE ACTS OR OMISSIONS OF THE TOWN.
7. **Reversion:** In the event that Owner or any future Owner violates the conditions of this Agreement, fee simple title to the property shall revert to the Town of Camp Verde; however, the Town shall first have to file a lawsuit in a court of competent jurisdiction within Yavapai County to enforce this Agreement. In any such lawsuit filed by the Town, the Town shall have the right to reversion of fee simple title to the Property in addition to any other remedies the Town may have of law or in equity. Nothing in this paragraph shall limit the remedies Owner may have against the Town at law or in equity.
8. **Other Documents:** The parties agree to make and execute any other documents reasonable necessary to effectuate the promises and covenants in this Agreement, including, but not limited to executing formal easement documents which are in recordable form.
9. **Recorded:** This Agreement and Resolution 2008-_____ shall be recorded in the Office of the Yavapai County Recorder, Prescott, Arizona, as an easement and covenant, which shall run with the land in perpetuity. This Agreement and Resolution 2008-_____ is intended to bind the Owner(s) and any future Owner of the Property with respect to the use and maintenance of the Property.

DATED this 21 day of July, 2008.

[Signature]
OWNER
[Signature]
OWNER

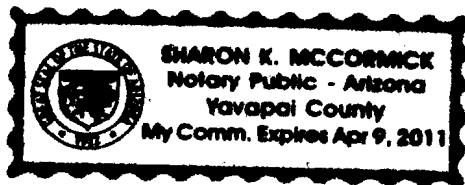
STATE OF ARIZONA)
) ss.
County of Yavapai)

SUBSCRIBED AND SWORN to before me this 21st day of July
2008 by CARLOS TRINIDAD
JUNES TRINIDAD, the property owner.

[Signature]
Notary Public

My Commission expires:

4-9-2011



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

Meeting Date: AUGUST 27, 2008

Meeting Type: Regular

Type of Presentation: PowerPoint

REFERENCE DOCUMENT: DEVELOPMENT AGREEMENT

AGENDA TITLE: (Be Exact): Discussion and possible approval of Resolution 2008-755, a Development Agreement as submitted by Dugan McDonald, owner of Cherry Creek Trail, LLC, to allow for a Comprehensive Grading Permit on parcel 403-15-002P (initially) & parcel 403-16-001F (in the future) as a phased project. Parcel 403-15-002P is approximately 31 Acres per the Yavapai County Assessor's Office.

PURPOSE AND BACKGROUND INFORMATION: As per the Town of Camp Verde Planning and Zoning Ordinances, section 108, item S, (Comprehensive Grading Regulations) and specifically item S.4 (Development Grading Permit Required); "any parcel that disturbs in excess of two acres within any one year period or requiring an engineered grading plan, under the current Building Code, the Town shall require the applicant to obtain a building permit, appropriate zoning or a development agreement associated with the project prior to issuance of a DEVELOPMENT GRADING PERMIT."

Since the applicant is proposing to apply for a pre-development grading permit, initially on parcel 403-15-002P and in the future on parcel 403-16-001F, and both parcels are over 2 acres in size then, a Development Agreement has been required by staff as one of the three options provided for in Section 108.S of the Planning & Zoning Ordinances.

It is the applicant's intent to grade the two parcels prior to any development permits being issued. Without going through some type of development permit process, the Council and staff have no idea what is intended for the property or the impacts to the community. This is where the COMPREHENSIVE GRADING PERMIT process provides for the requirement of a Development Agreement between the Town and the Developer that commits the applicants intended process for development of the subject property. The process also allows the Town Staff to review the pre-development grading plans and how they relate to the proposed future development. Staff will ask for assurances, in the form of a bond, in an amount to stabilize the grading project should the developer fail to complete the total excavation, storm water drainage, retention and pollution control. Further, staff will ask, as part of the permitting or use permit process, that the two subject parcels be combined into one parcel to form a comprehensive single development.

The typical process for this project development would be as follows:

- * Receive approval of the Development Agreement from the Town Council for both current parcels.
- * Applicant would apply for a Comprehensive Grading Permit (pre-development grading) for parcel 403-15-002P.
- * Applicant may be required to update the PAD development plan at the Commission & Council.
- * Complete Grading-Drainage and Storm Water Pollution Control for current parcel 403-15-002P.
- * Apply for a Use-Permit for the intended RV Park on current parcel 403-15-002P.
- * Once Use-Permit is approved, submit Building and improvement plans for RV Park.
- * With Building and improvement plans approved, begin construction.

Parcel 403-16-001F will follow this typical process as part of the RETAIL site for the PAD development.

STAFF RECOMMENDATION(S): (Suggested Motion) Motion to approve Resolution 2008-755 for a Development Agreement between the Town of Camp Verde and Cherry Creek Trail, LLC for parcels 403-15-002P & 403-16-001F as submitted by Dugan McDonald, owner of Cherry Creek Trail, LLC.

The Town Attorney has reviewed this document for Council Consideration.

Type of Document Needing Approval: Agreement/Contract Development Agreement.

Finance Director Review

Budgeted/Amount NA

Comments:

Fund:

Line Item:

Submitting Department: Planning Zoning

Contact Person: Michael Jenkins

Town Manager/Designee:

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.



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,
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. 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.

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 August 27, 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 27th day of August 2008.

Tony Gioia, Mayor

Date: _____

Attest:

Approved as to form:

Deborah Barber, Town Clerk

Town Attorney

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 ____ day of _____, 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 in Sections 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. 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.

1.4. 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.

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

1.6. 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.

1.7. 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.

1.8. 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 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 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.

6.2. Default. Failure or unreasonable delay by any party to perform any term or provision of this Agreement for a period of ten (10) days after written notice thereof from another party shall constitute a default under this Agreement. If the default is of a nature which is not capable of being cured within ten (10) days, the cure shall be commenced within such period, and diligently pursued to completion. The notice shall specify the nature of the alleged default and the manner in which the default may be satisfactorily cured. In the event of a default hereunder by any party, the non-defaulting party shall be entitled to all remedies at both law and in equity, including, without limitation, specific performance and the right to perform the obligation(s) of which the defaulting party is in default and to immediately seek reimbursement from the defaulting party of all sums expended in order to cure such default, together with interest on all such sums from the date said sums are expended by the non-defaulting party for the purpose of curing the default to the date such sums are paid in full.

ARTICLE 7. TERMINATION

7.1. Development Rights in the Event of Termination. Upon the termination of this Agreement as provided herein, the Developer shall have no further rights to develop the Property pursuant to this Agreement.

ARTICLE 8. CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE

8.1. Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the Town shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

8.2. No Personal Liability. No member, official or employee of the Town shall be personally liable to Developer, or any successor or assignee, (a) in the event of any default or breach by the Town, (b) for any amount which may become due to the Developer or its successor or assign, or (c) pursuant to any obligation of the Town under the terms of this Agreement.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1. Notices. All notices and communications provided for herein, or given in connection herewith, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

If to the Town: Town Manager
 Town of Camp Verde
 473 South Main Street, Suite 102
 Camp Verde, Arizona 86322

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 Town 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

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)

Property Description:

Property Type: Vacant Land. Zoned C-2 with a P.A.D. overlay.

Tax Identification Numbers: 403-15-002P and 403-16-001F

Property Location: Camp Verde is located 86 miles North of Phoenix and 52 Miles South of Flagstaff, in the lush Verde Valley. It is a rural area rich with history. Camp Verde's location, moderate climate and numerous recreational opportunities make it an ideal place visit and to live. The population of Camp Verde is less than 10,000 with over 40,000 visitors a year to the Fort Verde State Historical Park which is in the center of Camp Verde and over one million visitors each year to the nearby Montezuma's Castle, a National Monument, which was built in the 12th Century by the Sinagua Indians. From Phoenix, take I-17 North to Camp Verde, take the Hwy 260 exit, and head West toward the Town of Cottonwood for a distance of about 3 miles to parcel 403-15-002P which is located to your right, or to the East of the Highway and includes about 1/2 of a mile of Hwy 260 frontage and also about 1/8 of a mile frontage on Hwy 279.

Property Description: This property contains 47 total acres, as shown on the Exhibit Drawing prepared by Heritage Land Survey and Mapping in July of 2008,

**** Please find a copy of said survey map attached hereto.**

Irrigation: There is no irrigation available to this parcel.

Sanitary Sewer Services: There are no sanitary sewer services available to the property at this time; However the developer as shown on the site plan of the property does intend to install an on site Wastewater Treatment plant, "A Package Plant"; The gray water therefrom shall be utilized for irrigation purposes throughout the project site. Also a well will be drilled on the property to supplement this system.

**** Please see the Exhibit Drawing attached showing the location of the Wastewater Treatment plant,**

Potable Water: Camp Verde Water, does have water line in along Highway 260, adjacent to the property, Camp Verde Water is available to the property.

**** Please see the attached Exhibit drawing showing the location of the Water services. Any Questions concerning the water services to the property may be addressed by Stan Bullard of the Camp Verde Water System at 567-5281**

Electricity and Phone: Both services are available to the property.

Roadways: [“point of access to and from the property”] The property is located on between Highway 260 and Highway 279, and is within the limits of the Town of Camp Verde, Yavapai County Az; The access plan for this property will call for the provision allowing two access points over roadways from Highway 279; and also for one access point form Highway 260.

****Please see the Exhibit drawings of the project depicting the points of access.**

Developers intent for the property:

The developers Dugan Lee Mc Donald intent for the property can most clearly be seen by making reference to the Conceptual Master Plan Drawing which is made a portion hereof by this reference

The overall intent or desire of the developer is to create an up-scale R.V park that would be placed or built in and around a park like setting, Therefore creating a destination that is very inviting, desirable and as comfortable as possible for the part time residents that will be coming here form all around the United States. This R.V.'ers destination includes Trails, Parks, Lakes, Putting Greens, Indoor Recreation Center and a Community Store.

This project also includes a retail site, This area is an up-scale outlet mall of sorts also being located within a park like setting; Where people and there friends can come end enjoy the pheasant surroundings as much as they do the shopping and dinning opportunities.

This project in its entirety is to be conduct by developer through a development agreement with the Town of Camp Verde, This agreement provides for and allows the developer and the Town of Camp Verde to work hand in hand to ensure that this project is one that looks out for the need of the public and the Community at the end of the day is a project that the Developer of the Community can be very proud of.



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.

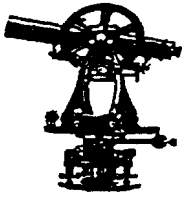
THENCE N. 38° 34' 07" E. A DISTANCE OF 734.74 FEET.

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 D
(Schedule of Performance)



HERITAGE

Land Survey & Mapping Inc.

Exhibit "D"

Schedule of performance

Beginning with the approval of the related development agreement:

November 2008, the rough grading on the project would begin. This portion of the project would take an estimated time of 2 years.

During the course of the grading or while this grading is being conducted the engineering team will continue to work on the formal plan set for the development, and also the Town of Camp Verde will have the chance to review each portion of the project as required.

This shall allow the construction of the project to begin at the conclusion of the grading operations. on or about November of 2010.

This project shall be built in 4 phases, with the completion of all phases on or about November 2014; that is the completion of each phase should take about 1 year.

Thank You

A handwritten signature in black ink, appearing to read 'Dugan Lee Mc Donald', with a long, sweeping underline that extends to the left.

Dugan Lee Mc Donald

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

Meeting Date: Aug 27, 2008

Meeting Type: Regular Session

Type of Presentation: Visual

REFERENCE DOCUMENT:

AGENDA TITLE: (Be Exact):

Discussion, consideration, and possible direction to staff relative to and/or selection of agenda items for discussion at a Council retreat that is tentatively scheduled for September 4, 2008 at 2:00 p.m. at Jackpot Ranch.

PURPOSE AND BACKGROUND INFORMATION:

Council members discussed setting a Council Retreat for September 4, 2008 with direction that only Council members, the Town Manager, and Town Clerk attend. Staff understood that the intent of this meeting was to address interpersonal behaviors and interactions. I have since received requests for additional discussion topics, such as strategic planning. If Council wishes to discuss strategic planning and goals, you may wish to reconsider department head attendance during this portion of the meeting.

STAFF RECOMMENDATION(S): (Suggested Motion)

Staff requests confirmation in setting the retreat and clarification of agenda topics and attendees.

Type of Document Needing Approval:

Finance Director Review

Budgeted/Amount: N/A

Comments:

Fund:

Line Item:

Submitting Department: Town Manager

Contact Person: Michael Scannell

Town Manager/Designee:

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

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

Meeting Date: Aug 27, 2008

Meeting Type: Regular Session

Type of Presentation:

REFERENCE DOCUMENT:

Canyon Wood Supply AKA Zellner's Wood Yard

AGENDA TITLE: (Be Exact):

Discussion, consideration and possible action relative to scheduling a community meeting to discuss the status of the Zellner's Wood Yard issue.

PURPOSE AND BACKGROUND INFORMATION:

The Town Council, through its Attorney, is diligently working with the legal representatives of the parties to this issue in an attempt to resolve it. We are endeavoring to complete a comprehensive fact finding investigation to understand the forty plus year history of the parcels in question. In addition, our goal is to sort out whether a violation or violations indeed exist. We are duty bound to respect legal rights of all of the parties to this transaction and we will honor that requirement in every respect. However, in fairness to the public and to help avoid misinformation it is imperative that a public meeting be held concerning this issue.

STAFF RECOMMENDATION(S): (Suggested Motion)

Schedule a meeting to discuss with the community the status of Zellner's Wood Yard and our research into this most important matter.

Type of Document Needing Approval:

Finance Director Review

Budgeted/Amount

Attorney Review Yes No N/A

Attorney Comments

Fund:

Line Item:

Submitting Department: Clerk's Office

Contact Person: Michael K. Scannell

Town Manager/Designee:

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

Meeting Date: August 27, 2008

Meeting Type: Regular Session

Type of Presentation: Verbal Only

REFERENCE DOCUMENT: Rio Verde Plaza Options

AGENDA TITLE: (Be Exact):

Discussion, consideration and possible action to examine and take action upon one of the following options relative to the future of the Fain and Main Street Rio Verde Plaza property:

1. Fund the repairs and continue to maintain you presence in the commercial property leasing business;
2. Sell the building and vacate your place in the commercial property leasing business;
3. Raze the building and use the space for a higher and better use.

PURPOSE AND BACKGROUND INFORMATION:

Due to the many challenges the Town is encountering with the Rio Verde Plaza facility, it is imperative for the Council to evaluate our options to obtain the highest and best use of this facility. See attached staff report for a detailed discussion of the options, which I believe exist and which you may want to consider.

STAFF RECOMMENDATION(S): (Suggested Motion)

Direct staff to examine and take action upon one of the following options relative to the future of the Fain and Main Street Rio Verde Plaza property:

1. Fund the repairs and continue to maintain you presence in the commercial property leasing business;
2. Sell the building and vacate your place in the commercial property leasing business;
3. Raze the building and use the space for a higher and better use.

Type of Document Needing Approval:

Finance Director Review

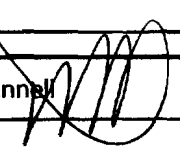
Budgeted/Amount N/A

Comments:

Fund:

Line Item:

Submitting Department: Administration/Manager

Contact Person: Michael K. Scannell 


Town Manager/Designee:

Please Note: You are responsible for checking out, setting up, and returning all special equipment to the Clerk's Office.

Manager's Office

Memorandum

To: Members of the Town Council

From:  Michael Scannell, Town Manager

Date: August 13, 2008

Re: Recommendations relative to the future of Rio Verde Plaza

Background

As you know, the Town of Camp Verde purchased the real property known as Rio Verde Plaza in February 2005. The purchase price for the property was three hundred ninety thousand dollars (\$390,000). I am given to understand that shortly after the purchase, the Town had planned to raze the building in favor of utilizing the land for a higher and better use. The plan that drove the purchase of the Rio Verde Plaza land did not come to fruition. At that point, the Town was placed squarely in the business of being a commercial property lessor.

I am given to understand that you provided guidance to your staff at that time to lease up the spaces in the property and to implement lease rate terms which mirrored the lease rates for similarly situated property in downtown Camp Verde. Because of a number of circumstances, I am not convinced that all of the tenants of the Rio Verde Plaza are tendering to the Town the lease payments that you directed your former staff to implement. Be that as it may, we are at a critical juncture with respect to the future of the Rio Verde Plaza property.

Since your purchase of the Rio Verde Plaza property, little has been done in the way of improving the facility. As a result of having deferred maintenance of the facility, I have been advised that there now exists a backlog of repairs and maintenance tasks which, if completed, will result in the expenditure of somewhere between twenty-three and thirty thousand dollars (\$23,000-30,000). That number is inclusive of no less than two hundred (200) hours of time being expended by the Town's maintenance staff in completing some number of the tasks associated with the backlog of maintenance tasks and facility repairs. Should you elect to have the repairs done by someone other than Town staff, the expenses enumerated above may increase.

Options:

Fund the repairs and continue to maintain you presence in the commercial property leasing business.

If you elect to maintain that position, the gross revenue you will likely collect for the period July 1, 2008-June 30, 2009 at the current occupancy (five units occupied; one unit vacant) and at the lease payment levels which are being tendered to you presently (which is not synonymous with what you ordered) exclusive of the Commercial Property Lease Excise Tax which you are required to collect and which at least one tenant is apparently refusing to pay, will approximate thirty thousand dollars (\$30,000). If we charge the expenditure for the repairs noted above, as well as the other ancillary expenses you fund on behalf of the tenants (water, sewer, and insurance expenses) against the revenues collected, your net revenue will range from a positive \$3,000 to a negative \$4,000 in the 2008-09 fiscal year.

While on its face this option may appear appealing, you may also want to consider the staffing requirements which will manifest themselves in terms of ongoing maintenance and landscaping tasks. At present, the maintenance department, like many other Town activities, is inadequately staffed. Directing the maintenance department to take on another task which is not part of our core mission will likely impact the quality of the work the members of that department do on behalf of the Town. I am not convinced that such an allocation of resources is the wisest use of our limited Town resources.

If you elect to proceed in the fashion contemplated above, you may want to consider increasing the lease rates for the spaces within the property in order to cover the increased costs you will have incurred as a result of the repairs you were called upon to make. My belief is that doing so will be problematic given the difficulty that most of the tenants are having from an economic perspective in this recession plagued economy.

Sell the building and vacate your place in the commercial property leasing business.

I do not believe that placing the Town in the commercial leasing business is in the Town's best interest, nor do I believe that it is one of the Town's core competencies. While selling the building is an option, doing so in the current real estate market may be problematic. No less importantly, selling the property would essentially preclude you from utilizing the property in ways that afford you the opportunity to work with your business community on the goal of fostering economic growth in the central business district.

Raze the building and use the space for a higher and better use.

As I opined above, the building in its current state is in a state of disrepair. The expense associated with the maintenance repairs noted above will be significant. No less importantly, should you elect to continue in your role as a landlord, I have been advised that you will be called upon to make a seven to eight thousand dollar (\$7,000-8,000) investment four or five years out for a roof replacement. Raising rents on businesses in the plaza, some number of whom have self reported as being marginal from a profitability perspective, will be a difficult well nigh impossible task. As an alternative, you could consider razing the building and grading out the lot and using the land for some other higher and better use. One higher and better use may be establishing a parking area for tour busses thus facilitating the loading and unloading of tourist passengers who may be inclined to visit the shops and restaurants in the central business district as part of their visit to the Town of Camp Verde

If you elected to pursue this approach outlined above, you may expect to incur an expense approximating \$55,000 in demolition and grading and paving costs.

Summary points:

A number of individuals with whom I have spoken and who are familiar with the dynamics at play in the central business district support the option of razing the Rio Verde Plaza building and constructing a parking facility and using same for the purposes enumerated above. Many of those with whom I have spoken have opined that the critical lack of parking for the local folk frequenting the businesses in the central business district as well as those individuals visiting our community (tourists) who may be inclined to visit the central business district has dealt a critical blow to the economic viability of the central business district. It would seem that bolstering the economic viability of the businesses in the central business district is a laudable goal and one worth pursuing.

To put the issue in perspective, one only has to look at the visitor data from Montezuma Castle and the Fort Verde State Park. To wit, the Chamber of Commerce has reported to me that an average of six hundred thousand (600,000) individuals visit Montezuma's Castle on an annual basis and only approximately twelve thousand (12,000) people visit the historic Fort Verde on an annual basis. It would seem that reaching out and capturing even a small portion of the visitor base at Montezuma Castle could confer economic benefits upon our community. In my humble opinion, the increased economic activity associated with increased tourism may well exceed the economic value associated with your ongoing landlord responsibilities for Rio Verde Plaza.

Closing comments:

I have set forth a number of options for your review and consideration. The options before you are difficult and each will have their respective constituencies who will be asking you to support one or another of the options. As you weight the merits of the various options, I would ask you to examine the role of local government and whether we belong in the commercial property management business. And finally, is the current use of the property and land the highest and best use of the asset?

I will be pleased to assist you in your evaluation process should you believe that I can bring value to the conversation. In the intervening period, I will be pleased to respond to any questions you may have of me on this matter.

cc: Rio Verde Plaza Tenants and
Chamber of Commerce