

AGENDA



**REGULAR SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
473 S. Main Street, Room #106
WEDNESDAY, OCTOBER 1, 2008
at 6:30 P.M.**

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

1. **Call to Order**
 2. **Roll Call**
 3. **Pledge of Allegiance**
 4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) **Approval of the Minutes:**
 - 1) Regular Session – September 17, 2008
 - 2) Special Session – September 24, 2008
 - 3) Executive Session – September 24, 2008 (recorded)
 - b) **Set Next Meeting, Date and Time:**
 - 1) October 8, 2008 at 6:30 p.m. – Work Session with RBF for Park Master Plan/ Quarterly Work Sessions with Commissions
 - 2) October 15, 2008 at 6:30 p.m. – Regular Session
 - 3) October 22, 2008 at 6:30 p.m. – Council Hears Planning & Zoning
 - 4) October 29, 2008 at 4:00 p.m. – Joint Tribal & Council Session with RBF
 - c) **Possible approval of Proclamation declaring October 23, 2008 as “Northern Arizona Council of Governments (NACOG) Appreciation Day”.** (Staff Resource: Norma Garrison)
 - d) **Possible approval of contract with Traffic Signal Maintenance for the annual testing and inspection of two traffic signals.** This is a budgeted item. (Staff Resource: Ron Long)
 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. **Accountant Lisa Elliott will update Council on the revenue/expenditure figures for the fiscal year ending June 30, 2008.** (Staff Resource: Lisa Elliott)
 8. **Discussion, consideration, and possible setting of a Work Session to review the proposed Financial Operations Guide.** (Staff Resource: Lisa Elliott)
 9. **Public Hearing, discussion, consideration, and possible recommendation to approve a liquor license application for the Clear Creek Village Store located at 4483 E. Hwy 260, #27.** (Staff Resource: Debbie Barber)
 10. **Discussion, consideration, and possible approval of a Technical Assistance Contract with NACOG for Rehabilitation Specialist services for the Owner-Occupied Housing Rehabilitation project.** (Staff Resource: Matt Morris)
 11. **Discussion, consideration, and possible direction to the Manager relative to addressing the lack of compliance by the Plaza Water Store with Council’s direction in terms of tendering to the Town the required rental payments for the right to occupy Unit #6 in Rio Verde Plaza.** (Staff Resource: Michael Scannell)
- Councilor Garrison requested the following item:
12. **Discussion and clarification of Council's unanimous vote with regard to Rio Verde Plaza to “allow whatever time the Town Manager would deem reasonable for relocating the businesses and that the facility be closed**

and eventually removed." NOTE: This item is for discussion and clarification only and is NOT intended to be a reconsideration of the August 27, 2008 vote.

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

There will be no Public Input on the following items:

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

Posted by: *V Jones* Date/Time: 9-26-08 8:15 a.m.
Note: Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

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

**MINUTES
REGULAR SESSION
MAYOR AND COUNCIL
TOWN OF CAMP VERDE
COUNCIL CHAMBERS
WEDNESDAY, SEPTEMBER 17, 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 and German were present; Councilor Elmer was absent.

Also Present: Town Manager Mike Scannell, Public Works Director Ron Long, Parks & Rec Director Lynda Moore, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper.

3. **Pledge of Allegiance**
The Pledge was led by German.

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) Retreat – September 4, 2008
 - 2) Regular Session – September 3, 2008
 - 3) Park Visioning Meeting – September 3, 2008
 - 4) Council Hears P&Z – August 27, 2007
 - 5) Special Session – August 27, 2007
 - 6) Executive Session – August 27, 2008 (taped)
 - 7) Executive Session #2 – August 27, 2008
 - b) **Set Next Meeting, Date and Time:**
 - 1) September 24, 2008 at 6:30 p.m. – Council Hears Planning & Zoning
 - 2) October 1, 2008 at 6:30 p.m. – Regular Session
 - 3) October 8, 2008 at 6:30 p.m. – Work Session with RBF for Park Master Plan/
Quarterly Work Sessions with Commissions
 - 4) October 15, 2008 at 6:30 p.m. – Regular Session
 - 5) October 22, 2008 at 6:30 p.m. – Council Hears Planning & Zoning
 - 6) October 29, 2008 at 4:00 p.m. – Joint Tribal & Council Session with RBF
 - c) **Possible approval for out-of-state travel for an officer to attend Homicide Investigation training in Las Vegas, NV. (Staff Resource: Marshal Smith)**
 - d) **Possible approval of Resolution 2008-756, a Resolution of the Mayor and Council of the Town of Camp Verde, Yavapai County, Arizona, superseding Resolution 2008-753, adopting fees for Town services. (Staff Resource: Debbie Barber)**
 - d) **Possible approval Resolution 2008-752, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, declaring the Town of Camp Verde Town Code, dated September 17, 2008 to be a public record. (Staff Resource: Debbie Barber)**
 - e) **Possible approval of Ordinance 2008-A355, an ordinance of the Town of Camp Verde, Yavapai County, Arizona, adopting by reference the Town of Camp Verde Town Code, a recodification of selected prior ordinances of the Town and proscribing penalties for violations thereof. (Staff Resource: Debbie Barber)**
 - f) **Possible approval of proclamation, declaring September 27, 2008 as Verde River Day. (Staff Resource: Tony Gioia)**

On a motion by Hauser, seconded by Smith, the Consent Agenda was unanimously approved as presented, with corrections as noted, and the first Item d) pulled.

Councilor Kovacovich requested a correction to the Park Visioning Meeting Minutes of September 3rd to reflect that Kovacovich stated that he has lived in the area "forever." Also, in the Minutes from the August 27th meeting, Page 5, under Public Input, correct "Flint Gray" to "Clint Gray."

Mayor Gioia requested that the first Item d) be pulled for discussion.

4.d) Possible approval of Resolution 2008-756, a Resolution of the Mayor and Council of the Town of Camp Verde, Yavapai County, Arizona, superseding Resolution 2008-753, adopting fees for Town services. (Staff Resource: Debbie Barber)

On a motion by Gioia, seconded by Hauser, the Council voted unanimously to adopt Resolution 2008-753 adopting fees for Town services, as discussed.

Mayor Gioia said he had discussed with the Manager the item under User Fees, Community Development, Community Facilities District, in the amount of \$55,000, and suggested that the item be subtracted from the fee structure and allow staff to recommend an appropriate fee. Town Manager Scannell concurred with that suggestion.

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

(Comments from the following individuals are summarized.)

Howard Parrish described the new building activities and businesses proliferating in surrounding communities in contrast to Camp Verde. Whatever Camp Verde is doing, it is wrong; unless there is change leading to growth, the Town will die.

Vada Lovato, a member of the Artisans Gallery at the Rio Verde Plaza, said that the group have always tried to be an asset to the community; she urged the Council to consider that the decision regarding the Plaza was made in haste, that more information is needed, and should be reconsidered.

Claudia Ward urged the Council to reconsider their position on the Rio Verde Plaza.

Mark (Owner of Lawman's Pizza), said he and his wife have had the business in Rio Verde Plaza for almost two years, really like the town, and outlined the approximate income to the town from his business; he pointed out options for inexpensively renovating the Plaza, stating that there is already sufficient parking in that area, and suggested initiating a shuttle service.

Lois O'Toole, owner of Mobilation Toy Store, said her business has people come in from all across the country on their way to other destinations; she hopes the Plaza is not taken down and that she can continue the business there. She offered to supply a bid for the renovation.

Roger Doering announced that Channel 57 is now back up and operating and should be able to receive the Phoenix channels and get them converted into the Valley.

Debbie Fenner, an employee of Mobilation, said she is concerned that the Town is stuck in a warp and standing still; if the Plaza property is turned into a parking lot who will maintain it. The current businesses do much of their own maintenance; paint is cheap and volunteers are available.

Donald O'Toole wished the Town a happy Constitution Day; he is active with the Mobilation Toy Shop.

Patrick McDowell, a resident of Rimrock, said that he makes special trips to Camp Verde to eat

out; take a hard look at the Rio Verde Plaza, do some numbers, use a little paint, and reconsider.

Mark Payne said he does maintenance for businesses in town; the Rio Verde Plaza building brings in revenue, cannot understand the thinking of the Council, and that it will cost \$100,000 minimum just to put in asphalt after the building is torn down.

Harry Rhodes, speaking for Rio Verde Plaza, said that businesses have already been lost in town; the worst is yet to come. The Council should reconsider.

There was no further public input.

6. **Council Informational Reports**

German commented on the need to have a tracking system on the Sanitary District past activities on capacity and collection lines in order to determine future capacity; the ongoing investigation will continue, and whatever is agreed upon between the two entities will be brought back to Council.

Hauser reminded everyone about the upcoming Verde River Days scheduled for September 27th at Dead Horse State Park, including the plans for the MatForce "Dump Your Prescription Drug Day".

Smith urged the community not to put the energy-saving light bulbs in the landfill, but into the recycle bins; they contain mercury and would pollute the groundwater.

Garrison congratulated the Yavapai-Apache Nation for receiving the Governor's Award for their housing infrastructure. She attended the dedication for the Doug Davis Ball Field that was paid for by APS and the Diamondbacks program together with a donation of \$50,000 from Doug Davis. Garrison commented on the recent swearing-in of the new Sanitary District Board member, the upcoming NACOG tourism event, and the return of the Library Drop Box.

Garrison also directed staff to put the Rio Verde Plaza issue on the agenda for the next regular meeting in October; she requested staff to provide all the facts on which she had made her decision, and wants the public to know those facts.

Gioia referred to the letter he wrote to the Director of the Department of Water Resources regarding protection of the Verde River, as authorized by Council; also attended the meeting on Camp Verde's future on water rights. Yavapai-Apache Nation leaders participated in the meeting on input into the Park Plan; Gioia reported on the Verde Watershed Association meeting, the Verde River Greenway recent meeting, and notes from the Water Advisory Committee meeting.

7. **Presentation by Camp Verde Unified School District (CVUSD) Superintendent Jeff Van Handel relative to the CVUSD's Master Plan for school-owned properties.** *Note: Presentations are limited to 10 minutes for the presentation and discussion.* (Staff Resource: Matt Morris)

There was no action taken.

Superintendent Jeff Van Handel made a Power Point presentation on a summation of what is being planned for the Camp Verde School District, including expanding the site of the elementary school, relocating the football field, with the help of a grant from the State of Arizona. Mr. Van Handel also described the preliminary design for the 10-acre site to be donated to the School District by the developer, Scott Simonton. Mr. Van Handel also gave an update on working with the Forest Service on the 80-acre site for the School District that will be located catercorner to the Community Park.

During the following brief Council discussion with Mr. Van Handel regarding the information he

had outlined, he was assured that Camp Verde looks forward to working closely with the School District and being involved as much as possible in the future plans.

PUBLIC INPUT

There was no public input.

8. **Discussion, update, discussion, consideration, and possible approval of funding of \$55,000 for upgrading the planned reconstruction of roads disturbed by the Sanitary District's sewer expansion project in Fort River Caves, Reddell Ranch Acres, and Tres Rios. (Staff Resource: Ron Long)**

On a motion by Hauser, seconded by Kovacovich, the Council unanimously approved the funding of \$55,000 for upgrading the planned reconstruction of roads disturbed by the Sanitary District's sewer expansion project in Fort River Caves, Reddell Ranch Acres, and Tres Rios.

Public Works Director Ron Long explained that following his presentation to the Council last week on the issues with the subject streets, a meeting was held, including the Town's Liaison Charlie German, the Sanitary District and the contractor, to discuss options of what could be done to improve the roads at the least expense with the best result for the Town of Camp Verde and the neighborhood. Long detailed the improvements agreed upon; the cost to the Town would be an additional \$55,000. Long added that that amount is available in the Street Department annual budget, and he is seeking approval of his request to fund the reconstruction of the roads. The Council briefly discussed the issues and the resolution presented by Long, thanked him for his diligence, and confirmed that he will continue to monitor inspection of the project.

PUBLIC INPUT

There was no public input.

9. **Discussion, consideration, and possible appointment to the following Boards/ Commissions:**

- **Board of Adjustment – 2 positions expiring September 2011**
- **Library Advisory Commission – 3 positions expiring in 2011**
- **Housing Commission – 3 positions expiring in 2011**
- **Parks & Recreation Commission – 1 positions expiring in September 2011**
- **Planning & Zoning – 3 positions expiring in 2011**
- **Trails & Pathways – 1 position expiring in 2010**

On a motion by Smith, seconded by Hauser, the Council unanimously appointed **Greg Blue, Jeremy Bach and John McReynolds** to the **Housing Commission** for 3-year terms expiring in 2011.

On a motion by Hauser, seconded by Smith, the Council unanimously appointed **Marlin Parker** to the **Parks & Recreation Commission** for a 3-year term expiring in 2011.

On a motion by Garrison, seconded by Kovacovich, the Council unanimously appointed **Carol German, Alan Buchanan and Dave Freeman** to the **Planning & Zoning Commission** for 3-year terms expiring in 2011.

No action was taken on the **Trails & Pathways** vacancy.

On a motion by Smith, seconded by Garrison, the Council unanimously appointed **Gene McIntyre and Doug Stevens** to the **Board of Adjustments & Appeals** for 3-year terms expiring in 2011.

On a motion by Kovacovich, seconded by Garrison, the Council by a **5-1** vote appointed **Maureen Pastine, Karen Heuman and Amber Polo** to the **Library Advisory Commission** for 3-year terms expiring in 2011; **with a 'no' vote by Hauser.**

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Tom Nielson said he has enjoyed serving on the Library Commission and would like to continue.

Karen Heuman said she feels her job on the Library Commission is not finished and would appreciate the opportunity to serve the community again on the Commission.

Amber Polo said she has spent most of her life in libraries; she has served on the Library Endowment, and has done publicity for the library on a volunteer basis for the last 2-1/2 years.

Sharon Massey spoke on behalf of Amber Polo to be seated on the Library Commission, and outlined her many outstanding merits.

Alan Buchanan said he has come to know Amber Polo and what a great person she is; she would be a good asset to the program.

Kathy Davis spoke on behalf of Amber Polo, listing her years of library experience and Masters Degree in Library Science.

Carol German also wanted to recommend Amber Polo; she is responsible for the last few years for the great publicity on the Library; she works hard and would be a great asset.

Dave Freeman spoke in support of Amber Polo, commenting on her professionalism and many ideas for the Library.

There was no further public input.

10. **Robin Whatley will update Council on the first annual Non-Profit Funding Ad-hoc Committee meeting and recommendations for funding. Council will follow with discussion, consideration, possible approval of funding allocations, and possible direction to staff relative to the remaining funds. (Staff Resource: Debbie Barber)**

On a motion by Gioia, seconded by Hauser, the Council unanimously approved funding the three recommended applicants, Toys for Tots, Verde NRCD, and the Verde Stewards of Public Lands.

Robin Whatley reported on the first meeting held by the Ad-hoc Committee on September 3rd, 2008; the Committee is comprised of the Town Clerk Debbie Barber, Councilor Charlie German, Committee Members Howard Parrish and Robin Whatley. Whatley outlined the purpose of the Committee, which is to recommend allocation of funds to non-profit groups that are of benefit to the Town of Camp Verde. The Town has budgeted \$5,000 for that purpose; Whatley explained that funds are also available from LTAF monies. Whatley said that after review of the requests from non-profit groups for funding this year, the Committee voted unanimously to recommend approving requests from Verde Valley Toys For Tots, the Verde NRCD (Verde National Resource Conservation District, Environmental Education Center), and the Verde Stewards of Public Lands, in the amount of \$500 each. The Committee will meet again on September 19th to discuss additional applications from the Performing Arts Studios and the Verde Valley Concert Association; the Council will be kept updated on those requests. The Committee is also recommending that some of the funds be retained on hand to meet possible emergency requests.

The Council discussed the recommendations submitted by Ms. Whatley, agreed with the plan to keep some of the funds on hand for emergencies, and to remind the public that the idea of forming the Committee was to organize the requests from non-profit groups and to be able to better understand the Town budget.

PUBLIC INPUT

There was no public input.

A recess was called at 7:59 p.m.; the meeting was called back to order at 8:09 p.m.

11. **Discussion, consideration, and possible prioritization of projects to submit to the NACOG for the Comprehensive Economic Development Strategy Goals and Priorities List.** (*Staff Resource: Michael Scannell*)

Following are the restatements, additions and revisions of prioritization of projects as discussed and agreed upon by majority consensus of Council to submit to NACOG for the Comprehensive Economic Development Strategy Goals and Priorities List:

PHYSICAL INFRASTRUCTURE - 2	Priority
Acquisition of Sanitary District	2
Verde Lakes Drive-Riparian Restoration & Flood Mitigation Project	(Remove)
Acquire Privately-owned Water Co.	3
Redevelopment of Town Complex & Town Library (formerly Development of Town Complex)	1
 SUSTAINABLE ECOLOGICAL RESOURCES - 3	
Community Park Water Reuse System for Irrigation	3
 BUSINESS RETENTION AND EXPANSION - 4	
Historic Downtown Revitalization	1
 TRANSPORTATION – 5	
Improvement to Hwy 260/I-17 to Thousand Trails (formerly Improvement to Hwy 260 (CV to Cottonwood)	1
Transit Start Up Funds	1
Improvement of Commercial Access and Safety Issues east of I-17 on SR 260 (formerly Improvement of Commercial Area SR 260/I-17	1
Extension of Main Street Sidewalks	1
 TOURISM – 6	
Development of Historic District	2
Development Phase 1 of Community Park	1
Gateway Signage	1
 BASIC COMMUNITY SERVICES AND AMENITIES – 9	
Construction of Animal Shelter (added)	1
Public Works Complex & Equipment Yard	1
Continued Improvements to Senior Citizen Facility	1
Black Bridge Park	1
Clear Creek Cemetery Improvements	1
Youth Center	1
Town Trails System	1
118-acre Community Park White Hills Trailhead (added)	2

Historic General Crook Wagon Trail	1
Historic Woodcutter's Trail	1
Pool Solar Heater and Pool Cover (added)	1

TECHNICAL ASSISTANCE – 10

Networking and Communications Infrastructure (added)	1
Backage Road Access at SR260/I-17 to Thousand Trails (added)	3
SR260 Access Management Plan	(Remove)

PUBLIC INPUT

There was no public input.

Councilor Smith requested item #11:

12. **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 Gioia, seconded by Hauser, the Council unanimously approved adhering to the recommendation of the Library Advisory Commission describing the roles of CCCVL and the Library Advisory Commission as follows: On a motion by Commissioner Doering and seconded by Commissioner Sykes, the Commission recommends the following to Town Council: The primary role of CCCVL is to raise funds for the construction of the Library; the primary role of the Library Advisory Commission is to develop a conceptual plan with the Library staff that outlines the space requirements of the square footage for various functions and needs of the new Library.

Councilor Smith opened the discussion with the comment that he believes it is clear from conversations with the public that there is confusion regarding the non-profit entity raising funds for the library and security of those funds, as well as confusion among the members of the Library Advisory Commission as to what their role is. Smith outlined and explained the details of his proposal that in essence the Town should build the building with the different financing opportunities available to it, and the 501(c)(3) entity should be completely involved in fundraising to be used basically for furnishing the building.

The members addressed the suggestion presented by Smith, countered with pointing out the potential benefit of a non-profit group, or community effort, generating the funds to build the library, discussing at length the issue of clarification of the roles of the Library Advisory Commission and the Citizens Committee for Camp Verde Library.

Councilor Hauser pointed out to the members that Minutes of the Library Advisory Commission set forth clearly its recommendation to Town Council as follows: that the primary role of CCCVL is to raise funds for the construction of the library; the primary role of the Library Advisory Commission is to develop a conceptual plan with the library staff that outlines the space requirements by square footage for various functions and needs of the new library. There was also opinion expressed on the rights of all citizens of be able to actively participate in collecting funds to build a new library without creating any conflict of interest, regardless of holding public office or serving on the board of a non-profit entity.

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Karen Heuman quoted from the "Handbook for Trustees" from the Arizona Public Libraries to clarify the meaning of "advisory", and reviewed how and why the Library Advisory Committee arrived at its unanimous recommendation to clarify the roles in order to avoid both groups approaching the same donors for funds.

Kathy Davis commented on other issues that have been brought up, such as deciding on location and how CCCVL would manage the funds collected; CCCVL has insurance as a corporation to cover the liability of its officers and directors.

Roger Doering, a member of the Library Commission, said the Commission has not addressed the issue of selection of architect and design of the building; the first goal is to get the funds for the building.

There was no further public input.

During further discussion, there was concern expressed regarding the issue of considering alternate sites for the library at this time when the understanding is that a site has been selected and approved. Also, because of the perceived uncertainty over alternate sites some members of the public have indicated they will not donate any funding until that decision has been finally made. The members debated on the past decisions made by other Councils in connection with deciding on a location as well as the money spent on the architectural design and model. A suggestion was made that the citizens have the right of petition, and the choice of location should be made to put it on the ballot and decide through the election process.

(Note: Item 13 was addressed prior to Item 12)

13. **Discussion, consideration, and possible authorization to hire an employee to assist with recreational programs for 15 weeks through the Book Rehab program. The cost of this employee will be \$4,104.20, with \$2,052.10 to be paid from the Book Rehab program and the remaining balance of \$2,052.10 to be paid from the Tribal Gaming Compact monies. (Staff Resource: Lynda Moore)**

On a motion by Hauser, seconded by Gioia, the Council unanimously authorized the employment of a person to assist with recreational programs for 15 weeks through the **Voc Rehab** program; the cost of this employee will be \$4,104.20, with \$2,052.10 to be paid from the **Voc Rehab** program and the remaining balance of \$2,052.10 to be paid from the Tribal Gaming Compact monies.

Recreation Supervisor Joe Perez said he believes the agenda item was clear on what is being requested; the amount of compensation included Worker's Comp, and the funds from the Town are on hand in the Parks & Recreation budget. Perez confirmed that the required background check has been addressed, and that hiring the employee as a referee for the 15-week term will save the Town money compared with the cost of using an office employee.

Fred Dorfman, a former school teacher, said he has been working for the State in Vocational Rehabilitation, and that program is all about removing barriers to employment for kids with disabilities. Mr. Dorfman complimented the Town of Camp Verde for its outstanding cooperation, particularly the Parks & Recreation Department, during the recent Job Fair event, and he expressed appreciation for the willingness of the Town to work with the State regarding this young man who is looking into a career. Mr. Dorfman explained his role working as a counselor through the high school in advising young people with disabilities to be able to gain employment. During the following discussion with the Council, Mr. Dorfman confirmed that the agenda item referring to "Book Rehab" program, should have stated "Voc Rehab" program.

PUBLIC INPUT

There was no public input.

- 13A. **DISCUSSION, CONSIDERATION, AND POSSIBLE DETERMINATION AND DIRECTION TO THE MANAGER CONCERNING THE ENTERPRISE ZONE DESIGNATION AS IT RELATES TO 1) ENTERPRISE ZONE RECERTIFICATION APPLICATION AND 2) COMPLETION OF THE ENTERPRISE ZONE'S ANNUAL REPORT, BOTH OF WHICH WILL REQUIRE THE HIRING OF A**

CONSULTANT AT A COST OF \$4,925. *This is an unbudgeted item. (Staff Resource: Michael Scannell)*
On a motion by German, seconded by Garrison, the Council voted unanimously to drop this item from further consideration.

Town Manager Scannell reviewed the background of the Town seeking to be designated as an Enterprise Zone, which would have tax benefits to manufacturing businesses. During the time the Town has been designated as such there have been no applicants for the Enterprise Zone status; the period for requesting recertification will be from October 1 through October 30 of this year; Scannell referred to the formal outside bid submitted for completing the required current annual report, outlining the process. None of the five annual reports required following the original designation have been submitted.. During the Council discussion, Scannell suggested that the Town would be well served by working on developing some sort of economic development strategy that would fit the Town, and concentrating on the strengths of the community; it was generally agreed not to further pursue designation of an Enterprise Zone at this time.

PUBLIC INPUT

There was no public input.

13.B DISCUSSION, CONSIDERATION, AND POSSIBLE SELECTION OF COUNCIL MEMBER(S) TO SERVE AS LIAISON TO THE YAVAPAI APACHE NATION. *(Staff Resource: Mayor and Council)*

A motion by Garrison to change the Liaison position from an annual position to a six-month position, and that position be rotated out for each member of the Council to have an opportunity to work with the Yavapai Nation just like the Design Review has an opportunity to work with P&Z **failed for lack of a second.**

On a motion by German, seconded by Hauser, the Council unanimously selected Mayor Gioia to serve as liaison to the Yavapai-Apache Nation, with Councilor Garrison to serve as back-up.

Councilor Garrison proposed that the liaison position be filled on a 6-month rotating basis, as suggested by members of the community, similar to what is done with the P&Z liaison to the Design Review Board; in that way every member would have the opportunity to get acquainted with the Tribe. Gioia volunteered for the responsibility as liaison, commenting that the Town Manager has also helped foster good relationship with the Nation. Hauser volunteered to act as back-up. After a brief discussion it was agreed that the position will be assigned on a yearly basis in line with the other Council appointments made each June.

PUBLIC INPUT

There was no public input.

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

(Comments from the following individuals are summarized.)

Councilor Garrison expressed her concern regarding the omission from Minutes of the reasons influencing decisions made by Council members, and requested that such information be included in future discussions so that it could be included in the record.

There was no further public input.

15. Advanced Approvals of Town Expenditures

a) There are no advanced approvals.

There were no advanced approvals.

16. Manager/Staff Report

Town Manager Scannell reported in detail on information gained during his participation in a conference call with State Treasurer Dean Martin in connection with the collapse of Lehman Brothers, and the impact on Town funds that were part of the municipal investment pool held

and managed by the State of Arizona and invested in Lehman Brothers; Scannell assured the Council that the Town's exposure is very small, and the State Treasurer's office is doing the best they can to address the situation. There will be other conference calls coming, and Scannell will keep the Council advised.

17. **Adjournment**

On a motion by Hauser, seconded by Smith, the meeting was adjourned at 10:22 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 17th day of September 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, September 24, 2008
4:30 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

Mayor Gioia called the meeting to order at 4:30 p.m.

2. Roll Call

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

Also Present:

Marshal Smith, Town Manager, Scannell, Community Development Director Buckel, and Town Clerk Barber were also present. Town Attorney Sims was present telephonically.

Mayor Gioia read the following agenda titles aloud, including the statutory authority for executive sessions.

On a motion by Hauser, seconded by Kovacovich, the Special Session was adjourned at 4:33 p.m.

3. Discussion, consideration and possible direction to staff concerning negotiations on a proposed Development Agreement submitted by Dugan McDonald, owner Cherry Creek Trail, LLC, for the development of property known as Ringo Rio located between Old Highway 279 and SR 260 on parcels 403-16-001F and 403-15-002P.

Council took no action on this item.

4. Discussion and consideration of, and possible action relative to the assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of the Town Manager.

Council took no action on this item.

5. Adjournment

The meeting was adjourned at 4:33 p.m.

Deborah Barber, Town 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 August 27, 2008. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2008.

Debbie Barber, Town Clerk



Town of Camp Verde Camp Verde, Arizona

**PROCLAMATION
Declaring October 23, 2008 as:**

NORTHERN ARIZONA COUNCIL OF GOVERNMENTS (NACOG) APPRECIATION DAY

WHEREAS, NACOG is:

- * a collaborative association of 34 county, municipal, and tribal governments in northeastern Arizona; and
- * the largest geographic region in the country; and
- * the largest Council of Government (COG) employer in the country; and
- * in the top 10 in operating budget in the country; and

WHEREAS, no other state administers its CDBG Small Cities programs through COGs and no other state passes transportation funding through COGs; and NACOG is only one of two COGs in the country that is a federally designated Community Action Agency; and

WHEREAS, NACOG provides a forum where local officials can work together to solve the region's problems; and

WHEREAS, NACOG has established a comprehensive, fair, and objective funding allocation and project selection process for many state and federal funding sources; and

WHEREAS, NACOG cares for the neediest and most vulnerable of our citizens through the direct delivery of many social service programs and planning processes; and

WHEREAS, NACOG protects the region’s drinking water through the development of a regional water quality plan; and

WHEREAS, NACOG is entrepreneurial and opportunistic and helps to stimulate economic and community development through public infrastructure projects and plans; and

WHEREAS, NACOG directly administers \$30 million in annual program funding, and indirectly contributes \$10 million in pass-through program funding, and through partnering contributes \$147 million in regional transportation projects, with a total impact of \$187 million in 2007.

NOW THEREFORE, the Mayor and Common Council of the Town of Camp Verde proclaims October 23, 2008 as “NACOG APPRECIATION DAY” in the Town of Camp Verde and so directs that this proclamation be forwarded to the NACOG offices in Flagstaff as a token of Camp Verde’s appreciation.

DATED this _____ **day of** _____, **2008.**

**Tony Gioia, Mayor
Town of Camp Verde**

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

Meeting Date: Oct 1, 2008

Meeting Type: Regular Session

Type of Presentation:

REFERENCE DOCUMENT:

Contract Number 08-052; Traffic Signal Maintenance for the Town of Camp Verde

AGENDA TITLE: (Be Exact):

Consent Agenda Item. Council consent to the funding of Traffic Signal Maintenance, an approved budgeted line item, by awarding the contract to Phoenix Highway Services, Inc. for the annual testing and semi-annual inspection of the two traffic signals (Finnie Flat Road @ Cliffs Parkway and Montezuma Castle Highway @ Main Street) maintained by the Town of Camp Verde.

PURPOSE AND BACKGROUND INFORMATION:

As required by the State of Arizona annual reports and bi annual test results of traffic signals must be reported to the Federal Government. Testing and inspections must be done by a level III International Municipal Signal Association (IMSA) Certified Traffic Signal Technician. The Town is dependent on contractors for this service, Phoenix Highway Technologies is the only company that bid this contract and is able to provide the technician as well as emergency call service. The request for bids was posted and telephone calls to Arizona Traffic Signal and Lee Engineering were made, these companies do not provide inspection service and were not able to provide a qualified technician.

STAFF RECOMMENDATION(S): (Suggested Motion)

Staff recommends approval of the funding and contract be awarded to Phoenix Highway Technologies; execution of the contract by the Mayor.

Type of Document Needing Approval:

Traffic Signal Maintenance for Town of Camp Verde; Contract 08-052

Finance Director Review

Budgeted/Amount \$15,000; Contract amount is \$10,500. The remaining amount is a contingency for emergency service charged at \$165/hour \$180 overtime. Any parts are in addition to the contract amount

Attorney Review Yes No

Attorney Comments _____

Fund: Public Works- Traffic Signal Maintenance

Line Item: 20-20-00 -7730

Submitting Department: Public Works

Contact Person: Ron Long

Town Manager/Designee:

BID PROPOSAL FOR

Date: 9-8-08

Honorable Mayor and Town Council
Camp Verde, Arizona

Ladies & Gentlemen:

*Attach
to Agenda.*

In compliance with your invitation, the undersigned

PHOENIX HIK

Documents, the

a corporation organized under the laws of _____, a partnership consisting of _____

or individual trading as _____

_____ hereby

proposes and agrees to furnish and provide all materials, tools, or equipment, services, etcetera, required for **TRAFFIC SIGNAL MAINTENANCE, PROJECT NUMBER 08-052** in strict accordance with the scope of work to supply materials, equipment, and/or services, and to the satisfaction of the Owner, through its properly authorized agents and under the direction and the supervision of its properly authorized agents and strictly pursuant to and in conformity with the Scope of Work prepared by the Owner or their properly authorized agents, as provided herein, at the unit price(s) including all applicable taxes, but not limited to, Arizona Vendors, Transaction Privilege Tax; Out of State Vendors, Use Tax.

BID SCHEDULE

BID SCHEDULE INSTRUCTIONS:

1. Bidders must bid on all items according to plan.
2. Payment shall be made by the Town within thirty (30) days after completion and Acceptance of the work by the Public Works Director or other designee, and receipt of invoice.
3. The amounts indicated on the Bid Schedule are to include the contractor's cost of administration, mobilization, bonds, insurance, and any other miscellaneous items required for the project.

Annual Service Total Bid: \$ 10,500.00

Total Base Bid Lump Sum in Words TEN THOUSAND, FIVE HUNDRED, DOLLARS

On-Call Service Rate
Regular Time (per hour) \$ 165.00

Overtime (per hour) \$ 180.00

Upon Receipt of Notice of Award of this bid, the undersigned will execute the formal Contract within 10 days.

The undersigned has carefully checked all the above figures and understands that the Town Council of the Town of Camp Verde Arizona will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The undersigned understands that the Owner reserves the right to reject any and/or all bids, or to waive any informality in any bid, deemed by them to be for the best interest of the Town of Camp Verde Arizona.

The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

If applicable to the trade, the undersigned is the holder of an Arizona Commercial Contractors License Number ROL241436 and Classification K-11.

***By signing below the bidder certifies that submissions of this bid did not involve collusion or other anti-competitive practices and that she/he has read, understands and will faithfully execute the terms and conditions stated within this document. The signer also certifies that she/he is an officer or fully authorized agent of the bidding firm with full power and authority to submit bidding offers for the goods or services as specified.**

Respectfully submitted,

PHOENIX HIGHWAY SERVICES
Vendor/Bidder (Company Name)

W. P. Pughman J.P.
Vendor Signature, Title

2631 N. 37TH DRIVE
PHOENIX AZ 85009

Vendor (Bidder) ADDRESS

(602) 344-7770
Telephone

ATTEST:

Witness: If Bidder is an Individual

(Corporate Seal)



CONTRACT

THIS AGREEMENT made and entered into this 8 th day of September, 2008, by and between the **TOWN OF CAMP VERDE**, State of Arizona, acting by and through its Mayor and Common Council, party of the first part, hereinafter designated the **OWNER**, and, Phoenix Highway Services, Inc, party of the second part, hereinafter designated the **CONTRACTOR**.

WITNESSETH: That the said Contractor, by these presents does covenant, contract and agree with the said Owner, for and in consideration for the payments made, as provided for in the Specification and in the Bid Form, to the Contractor by the said Owner at his proper cost and expense to do all the work and furnish all materials, tools, labor, and all appliances and appurtenances called for by this agreement free from all claims, liens, and charges whatsoever, in the manner and under the conditions **TRAFFIC SIGNAL MAINTENANCE, PROJECT NUMBER 08-052**. The work done and materials hereinafter specified, that are necessary for and equipment furnished shall be strictly pursuant to and in conformity with the Specifications. The undersigned has, or will obtain, a Camp Verde business license prior to execution of the contract, and further, will ensure all subcontractors have a Camp Verde business license before beginning any work.

The "Invitation for Bids", "Special Conditions", "Specifications", "Bid Proposal", "Plans", and "Addenda" and any other attachment in the Town's official contract documents are hereby understood to be a part of this contract.

It is further covenanted and agreed that the work shall be executed under the direction and supervision of the Town Engineer, on whose inspection all work shall be accepted or rejected, and who is acting as the only authorized agent of the Town for this Project. The said Town Engineer shall have full power to reject all materials furnished or work performed under this Contract, which do not conform to the terms and conditions herein expressed.

In the event, the said Town Engineer exercises his right to reject work and the deficiency is not corrected, a notice of noncompliance shall be issued to the Contractor. Payment may be withheld because of defective work not remedied. All claims or disputes arising out of this Contract or the breach of it may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

This Contract is subject to cancellation pursuant to A.R.S. §38-511.

In return for the performance of this Contract by the Contractor, the Town agrees to pay the amount **PER THE BID (including all applicable taxes)** through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed as original thereof, have been duly executed by the parties named, on the date and year first herein written.

Town of Camp Verde:

Contractor:

By: _____
Mayor

By: Walter P. Johnson
Vice President/Owner
JP

APPROVED AS TO FORM:

ROC241436
Contractors License No.

Town Attorney

Secretary

ATTEST:

The Mayor and Council approved this contract for execution at their Regular Session of _____.

Town Clerk

The contract was reviewed and delivered, as signed by the Town, to the Contractor on _____, 2008 by _____.

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

Meeting Date: September 17, 2008

Meeting Type: Regular Session

Type of Presentation: Verbal

REFERENCE DOCUMENT:

June 2008 Monthly Financials

AGENDA TITLE: (Be Exact):

June 2008 Financial Update Report.

PURPOSE AND BACKGROUND INFORMATION:

Staff would like to update Council on the revenue and expenditure figures for the fiscal year ending June 30, 2008. Please note that these figures are un-audited and are subject to adjustment.

STAFF RECOMMENDATION(S): (Suggested Motion)

Acceptance of Financial Update Report.

Type of Document Needing Approval:

N/A

Finance Director Review

Budgeted/Amount

Attorney Review Yes No

Attorney Comments _____

Fund:

Submitting Department: Finance

Town Manager/Designee:

Line Item:

Contact Person: Lisa Elliott

Town of Camp Verde

FY 2007-2008 Analysis

Fund	Expenditure Appropriations	Total Expenditures	Budget Variance	Total Revenues	Excess (Deficiency) Revenue vs Exps
General Fund	6,744,229.00	6,231,547.74	512,681.26	6,591,840.61	360,292.87
Capital Improvement Projects (CIP) Fund	714,900.00	145,559.80	569,340.20	663,752.00	518,192.20
Parks Fund	2,058,000.00	2,467,122.56	(409,122.56)	97,399.31	(2,369,723.25)
Magistrate Special Revenue Fund	40,800.00	39,330.01	1,469.99	38,807.03	(522.98)
State Grants Fund	10,000.00	157,450.43	(147,450.43)	223,509.86	66,059.43
Yavapai-Apache Gaming Companct Fund	-	27,821.25	(27,821.25)	46,368.75	18,547.50
CDBG Fund	298,195.00	327,686.49	(29,491.49)	628,084.64	300,398.15
9-1-1 Fund	-	-	-	600.00	600.00
Employee Health Ins Deductible Assist Fund	-	39,034.89	(39,034.89)	-	(39,034.89)
Debt Service Fund	-	361,948.33	(361,948.33)	359.80	(361,588.53)
Library Building Fund	-	-	-	28,116.45	28,116.45
Impact Fee Fund	-	-	-	79,526.51	79,526.51
Sanitary District Fund	111,141.00	71,123.66	40,017.34	73,142.99	2,019.33
Housing Grant Fund	434,000.00	5,610.89	428,389.11	22,779.49	17,168.60
Donation Fund	-	-	-	7,800.38	7,800.38
HURF/Streets Fund	1,144,606.00	1,126,536.46	18,069.54	1,188,714.57	62,178.11
					<u>(1,309,970.12) *</u>

*The Deficiency of \$1,309,970.12 is the result of the purchase of the Community Park Property. As this is an evaluation of revenues versus expenditures, it does not account for the monies residing in fund balance that were used to purchase the property.

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

Meeting Date: Oct 1, 2008

Meeting Type: Regular Session

Type of Presentation:

REFERENCE DOCUMENT:

Liquor License Application for Jamie Kay Nelson - Clear Creek Village Store.

AGENDA TITLE: (Be Exact):

Public Hearing, discussion, consideration, and possible recommendation of approval of a liquor license application by Jamie Kay Nelson for Clear Creek Village Store located at 4483 E. Highway 260 #27 in Camp Verde.

PURPOSE AND BACKGROUND INFORMATION:

The application was received and posted by staff on September 3, 2008 for the required 20 days. No comments have been received.

STAFF RECOMMENDATION(S): (Suggested Motion)

No Recommendation

Type of Document Needing Approval:

Application for Liquor License

Finance Director Review

Budgeted/Amount

Attorney Review Yes No

Attorney Comments Not applicable

Fund: None

Line Item: None

Submitting Department: Clerk's Office

Contact Person: Deborah Barber

Town Manager/Designee:

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

708 111-28 1197 Lic. P# 2 13

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- INTERIM PERMIT *Complete Section 5*
- NEW LICENSE *Complete Sections 2, 3, 4, 13, 14, 15, 16, 17*
- PERSON TRANSFER (Bars & Liquor Stores ONLY)
Complete Sections 2, 3, 4, 11, 13, 15, 16, 17
- LOCATION TRANSFER (Bars and Liquor Stores ONLY)
Complete Sections 2, 3, 4, 12, 13, 15, 16, 17
- PROBATE/WILL ASSIGNMENT/DIVORCE DECREE
Complete Sections 2, 3, 4, 9, 13, 15, 17 (fee not required)
- GOVERNMENT *Complete Sections 2, 3, 4, 10, 13, 15, 16, 17*

SECTION 2 Type of ownership:

- J.T.W.R.O.S. *Complete Section 6*
- INDIVIDUAL *Complete Section 6*
- PARTNERSHIP *Complete Section 6*
- CORPORATION *Complete Section 7*
- LIMITED LIABILITY CO. *Complete Section 7*
- CLUB *Complete Section 8*
- GOVERNMENT *Complete Section 10*
- TRUST *Complete Section 6*
- OTHER Explain _____

SECTION 3 Type of license and fees:

LICENSE #: 10133199

Department Use Only

1. Type of License: _____ 2. Total fees attached: \$ _____

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 Applicant: (All applicants must complete this section)

1. Applicant/Agent's Name: Mr. Nelson Jamie Kay
(Insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.: Nelson partnership
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: _____
(Exactly as it appears on the exterior of premises)

4. Business Address: _____
(Do not use PO Box Number) City COUNTY Zip

5. Business Phone: () _____ Residence Phone: () _____

6. Is the business located within the incorporated limits of the above city or town? YES NO

7. Mailing Address: _____
City State Zip

8. Enter the amount paid for a 06, 07, or 09 license: \$ _____ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: DM Date: 8/22/08 Lic. # 10133199
Fees: 10000 10000 4800 \$ 24800
Application Interim Permit Agent Change Club F. Prints TOTAL

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD.
YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

08 AUG 28 Liq. Lic. PM 2:13

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

APPLICATION FOR LIQUOR LICENSE

TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- INTERIM PERMIT Complete Section 5
NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16, 17
PERSON TRANSFER (Bars & Liquor Stores ONLY) Complete Sections 2, 3, 4, 11, 13, 15, 16, 17
LOCATION TRANSFER (Bars and Liquor Stores ONLY) Complete Sections 2, 3, 4, 12, 13, 15, 16, 17
PROBATE/WILL ASSIGNMENT/DIVORCE DECREE Complete Sections 2, 3, 4, 9, 13, 15, 17 (fee not required)
GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16, 17

SECTION 2 Type of ownership:

- J.T.W.R.O.S. Complete Section 6
INDIVIDUAL Complete Section 6
PARTNERSHIP Complete Section 6
CORPORATION Complete Section 7
LIMITED LIABILITY CO. Complete Section 7
CLUB Complete Section 8
GOVERNMENT Complete Section 10
TRUST Complete Section 6
OTHER Explain

SECTION 3 Type of license and fees:

LICENSE #: 10/33186

- 1. Type of License:
2. Total fees attached: \$

Department Use Only

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

SECTION 4 Applicant: (All applicants must complete this section)

- 1. Applicant/Agent's Name: Mr. Nelson, Middle name: Jamie, Last: Michael, First: Thomas, Middle:
2. Corp./Partnership/L.L.C.: Nelson Michael Thomas, B1040745
3. Business Name: Clear Creek Village Store, B1009306
4. Business Address: 4483 E Hwy 260 #27 Camp Verde, Yavapai, AZ 86322
5. Business Phone: (928) 567-2883, Residence Phone: (928) 399-9199
6. Is the business located within the incorporated limits of the above city or town? YES
7. Mailing Address: P.O. Box 363, Camp Verde, AZ 86322
8. Enter the amount paid for a 06, 07, or 09 license: \$ (Price of License ONLY)

DEPARTMENT USE ONLY

Accepted by: Date: Lic. #
Fees: Application Interim Permit Agent Change Club F. Prints \$ TOTAL

PROCESSING APPLICATIONS TAKES APPROXIMATELY 90 DAYS, AND CIRCUMSTANCES OFTEN RESULT IN A LONGER WAITING PERIOD. YOU ARE CAUTIONED REGARDING PLANS FOR A GRAND OPENING, ETC., BEFORE FINAL APPROVAL AND ISSUANCE OF THE LICENSE.

SECTION 5 Interim Permit:

1. If you intend to operate business while your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. _____
4. Is the license currently in use? YES NO If no, how long has it been out of use? _____

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB
(Print full name)
 MEMBER, PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

foregoing application State of _____ County of _____
 X _____ The foregoing instrument was acknowledged before me this
(Signature) _____
 _____ day of _____
Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$29 FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license)

Nelson Partnership

General-Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						
<input type="checkbox"/> <input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO

If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Residence Address	City, State, Zip	Telephone#

SECTION 5 Interim Permit:

- 1. If you intend to operate business while your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01.
- 2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
- 3. Enter the license number currently at the location. 10133186
- 4. Is the license currently in use? YES NO If no, how long has it been out of use? 2 weeks

ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, STOCKHOLDER OR LICENSEE of the stated license and location.

(Print full name)

X see attached lease
(Signature)

State of _____ County of _____
The foregoing instrument was acknowledged before me this _____ day of _____, _____ Year

My commission expires on: _____ (Signature of NOTARY PUBLIC)

SECTION 6 Individual or Partnership Owners:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$29 FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Residence Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license)

Jamie Kay Nelson
Michael Thomas Nelson

General	Limited	Last	First	Middle	% Owned	Residence Address	City State Zip
		<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nelson	Jamie Kay		50%
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nelson	Michael Thomas		50%	3160 E Zachary Ln. Camp Verde	86522
<input type="checkbox"/>	<input type="checkbox"/>						
<input type="checkbox"/>	<input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

- 2. Is any person, other than the above, going to share in the profits/losses of the business? YES NO
- If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Residence Address	City, State, Zip	Telephone#

SECTION 7 Corporation/Limited Liability Co.:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$29 FEE FOR EACH CARD.

CORPORATION *Complete questions 1, 2, 3, 5, 6, 7, 8.*

L.L.C. *Complete questions 1, 2, 4, 5, 6, 7 and attach copy of Articles of Org. and Operation Agreement.*

1. Name of Corporation/L.L.C.: _____
 (Exactly as it appears on Articles of Inc. or Articles of Org.)

2. Date Incorporated/Organized: _____ State where Incorporated/Organized: _____

3. AZ Corporation Commission File No.: _____ Date authorized to do business in AZ: _____

4. AZ L.L.C. File No: _____ Date authorized to do business in AZ: _____

5. Is Corp./L.L.C. non-profit? YES NO If yes, give IRS tax exempt number: _____

6. List all directors,/ officers, controlling stockholders or members in Corporation/L.L.C.:

Last	First	Middle	Title	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

7. List stockholders or controlling members owning 10% or more:

Last	First	Middle	% Owned	Residence Address	City State Zip

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach an ownership, and director/officer/members disclosure for the parent entity. Attach additional sheets as necessary in order to disclose real people.

SECTION 8 Club Applicants:

EACH PERSON LISTED MUST SUBMIT A COMPLETED FORM "LIC0101", AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$29 FEE FOR EACH CARD.

1. Name of Club: _____ Date Chartered: _____
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)

2. Is club non-profit? YES NO If tax exempt, give IRS tax exempt number: _____

3. List officer and directors:

Last	First	Middle	Title	Residence Address	City State Zip

ATTACH ADDITIONAL SHEET(S) IF NECESSARY

SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store:

- 1. Current Licensee's Name: _____
(Exactly as it appears on license) Last First Middle
- 2. Assignee's Name: _____
Last First Middle
- 3. License Type: _____ License Number: _____ Date of Last Renewal: _____
- 4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

SECTION 10 Government: (for cities, towns, or counties only)

- 1. Person to administer this license: _____
Last First Middle
- 2. Assignee's Name: _____
Last First Middle

A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.

SECTION 11 Person to Person Transfer:

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY).

- 1. Current Licensee's Name: _____ Entity: _____
(Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
- 2. Corporation/L.L.C. Name: _____
(Exactly as it appears on license)
- 3. Current Business Name: _____
(Exactly as it appears on license)
- 4. Current Business Address: Street _____
City, State, Zip _____
- 5. License Type: _____ License Number: _____ Last Renewal Date: _____
- 6. Current Mailing Address: Street _____
(Other than business) City, State, Zip _____
- 7. Have all creditors, lien holders, interest holders, etc. been notified of this transfer? YES NO
- 8. Does the applicant intend to operate the business while this application is pending? YES NO If yes, complete section 5, attach fee, and current license to this application.
- 9. I hereby relinquish my rights to the above described license to the applicant named in this application and hereby declare that the statements made in this section are true, correct and complete.

I, _____, declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, STOCKHOLDER or LICENSEE of the stated license. I have read this section and the contents and all statements are true, correct and complete.

X _____
(Signature of CURRENT LICENSEE)

State of _____ County of _____
The foregoing instrument was acknowledged before me this _____ day of _____, _____
Day Month Year

My commission expires on: _____

(Signature of NOTARY PUBLIC)

SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)

08 AUG 28 11 47 AM '13

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE.

1. Current Business: Name _____
(Exactly as it appears on license) Address _____
2. New Business: Name _____
(Do not use PO Box Number) Address _____
3. License Type: _____ License Number: _____ Last Renewal Date: _____
4. What date do you plan to move? _____ What date do you plan to open? _____

SECTION 13 Questions for all in-state applicants:

1. Distance to nearest school: 6 mi ft. Name of school: Chester Newton
(Regardless of distance) Address: 30 E. State Route 260. Camp Verde AZ 86326
2. Distance to nearest church: 5 mi ft. Name of church: Camp Verde Christian
(Regardless of distance) Address: 621 E. Howards RD. Camp Verde AZ 86326
3. I am the: LESSEE SUB LESSEE OWNER PURCHASER (of premises)
4. If the premises is leased give lessors: Name Clear Creek RV Park LLC (members John & Ann Newcamp)
Address 1915. Marilyn Road. Phoenix AZ. 85022.
- 4a. Monthly rental/lease rate \$ 800.00 What is the remaining length of the lease? 7 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ n/a or other pay what is remaining.
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness of the applicant for this license/location excluding lease? \$ n/a

Does any one creditor represent more than 10% of that sum? YES NO If yes, list below. Total must equal 100%.

Last	First	Middle	% Owed	Residence Address	City State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for? (BE SPECIFIC) Convenience Store.
7. Has a license, or a transfer license for the premises on this application been denied by the state within the past one (1) year?
 YES NO If yes, attach explanation.
8. Does any spirituous liquor manufacturer, wholesaler, or employee, have any interest in your business? YES NO
9. Is the premises currently licensed with a liquor license? YES NO If yes, give license number and licensee's name:
License # 10133186 (Exactly as it appears on license) Name Thomas Dewitt Hill

SECTION 14 Restaurant, or Hotel-Motel Applicants:

08 AUG 28 14:07 Lic. Lic. PM 2:13

1. Is there a valid restaurant or hotel-motel liquor license at the proposed location? YES NO If yes, give licensee's name:

_____ and license #: _____
 Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. Section 4-203.01; and complete Section 5 of this application.

3. All restaurant applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor.

4. Do you understand that 40% of your gross revenue must be from food sales? YES NO

SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)

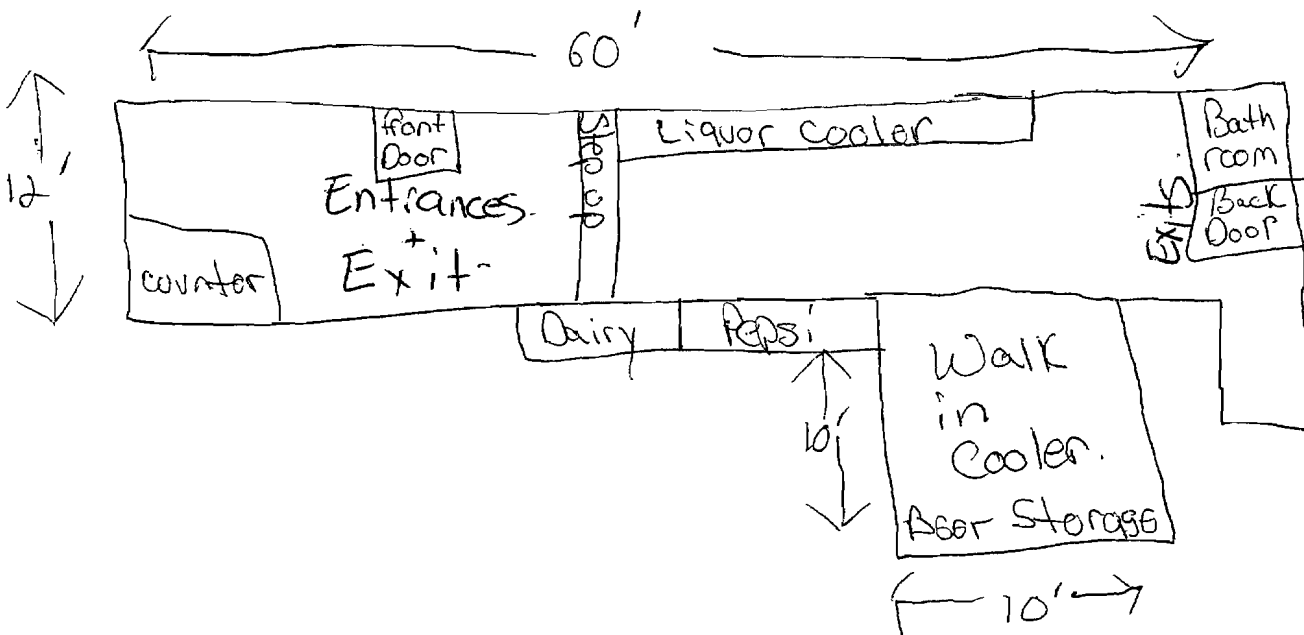
1. Check ALL boxes that apply to your licensed premises:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Entrances/Exits | <input checked="" type="checkbox"/> Liquor storage areas |
| <input type="checkbox"/> Drive-in windows | <input type="checkbox"/> Patio enclosures |
| <input type="checkbox"/> Service windows | <input type="checkbox"/> Under construction: estimated completion date _____ |

2. Restaurants and Hotel/Motel applicants must explicitly depict kitchen equipment and dining facilities.

3. The diagram below is the only area where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored. Give the square footage or outside dimensions of the licensed premises.

DO NOT INCLUDE PARKING LOTS, LIVING QUARTERS, ETC.

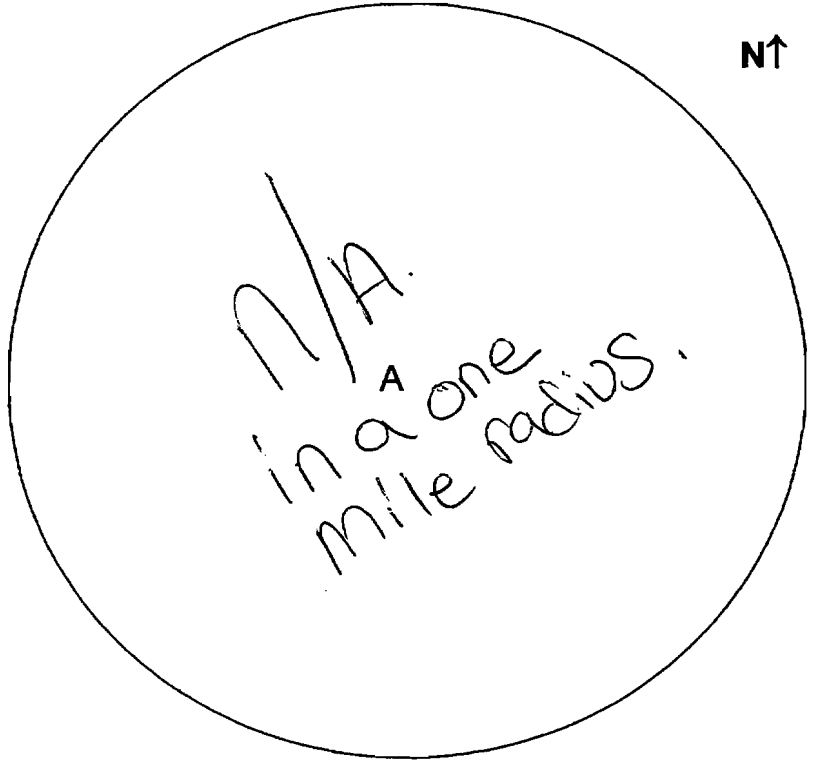


YOU MUST NOTIFY THE DEPARTMENT OF LIQUOR OF ANY CHANGES OF BOUNDARIES, ENTRANCES, EXITS, OR SERVICE WINDOWS MADE AFTER SUBMISSION OF THIS DIAGRAM.

SECTION 16 Geographical Data: A SAMPLE FOR THIS SECTION IS PROVIDED ON THE NEXT PAGE.

List below the exact names of all churches, schools, and spirituous liquor outlets within a one mile radius of your proposed location. Ref. A.R.S. 4-201 (B)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____



ATTACH ADDITIONAL SHEET(S) IF NECESSARY

A = Your business name and identify cross streets.

SECTION 17 Signature Block:

I, Jamie Kay Nelson, declare that: 1) I am the APPLICANT (Owner, Agent, Partner, Stockholder (Print name of APPLICANT/AGENT listed in Section 4 Question 1) (10% or more), Member, Officer (10% or more ownership), or Club Member making this application; 2) I have read the application and the contents and all statements are true, correct and complete; 3) that this application is not being made to defraud or injure any creditor, taxing authority, regulatory authority, or transferor; 4) that no other person, firm, or corporation, except as indicated, has an interest in the spirituous liquor license for which these statements are made; and 5) that to the best of my knowledge and belief, none of the owners, partners, members, officers, directors or stockholders listed have been convicted of a felony in the past five (5) years.

Jamie Kay Nelson
 (Signature)

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

20th day of August, 2008
 Day Month Year



My commission expires on: _____

Dianna McConnell
 (Signature of NOTARY PUBLIC)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

01057576

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

'08 AUG 28 Liq. Lic. PM 2:13

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License #

Eff. 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

(If the location is currently licensed)

1. Check appropriate box → Owner Partner Stockholder Member Officer Agent Other (Complete Questions 1-20 & 24) Licensee or Agent must complete # 25 for a Manager

Manager(Only) (Complete All Questions except # 14, 14a & 25) Licensee or Agent must complete # 25

2. Name: Nelson Jamie Kay Date of Birth: [Redacted]
Last First Middle (This Will Not Become a Part of Public Records)

3. Social Security Number: [Redacted] Drivers License #: [Redacted] State: AZ
(This Will Not Become a Part of Public Records)

4. Place of Birth: Willcox AZ Cochise Height: 53 Weight: 175 Eyes: blue Hair: blonde
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Residence (Home) Phone: (928) 399-9199

6. Name of Current or Most Recent Spouse: Nelson Michael Thomas Date of Birth: [Redacted]
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 07/21/1977

8. Telephone number to contact you during business hours for any questions regarding this document. (928) 399-9199

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card. 928 567 2883.

10. Name of Licensed Premises: Clear Creek Village Store Premises Phone: (928) 399-9199

11. Licensed Premises Address: 4483 E Hwy 260 #27 Camp Verde Yavapai 86322
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
1/07	CURRENT	Stay at home mom.	3160 E Zachary Ln, Camp Verde, AZ 86322
08/07	11/07	Cashier/ Stocker	Bargain Mart 801 E Howards Rd, Camp Verde AZ 86322
11/02	8/07	Stay at home mom.	3160 E Zachary Ln, Camp Verde, AZ 86322

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
07/06	CURRENT	OWN	3160 E Zachary Ln	Camp Verde	Az	86322
07/05	07/06	rented	3587 Ripple Rd	Camp Verde	AZ	86322
05/04	07/05	rented	20015 E Prickly Pear	Cordes Lakes	AZ	86333

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises? If you answered YES, how many hrs/day? 10/7, **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
15. Have you **EVER** been detrained, cited, arrested, indicted or summoned into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
16. Have you **EVER** been convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? YES NO
18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor **APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined** in this or any other state? YES NO
19. Has anyone **EVER** filed suit or obtained a judgment against you in a civil action, the subject of which involved fraud or misrepresentation of a business, professional or liquor license? YES NO
20. Are you **NOW** or have you **EVER** held ownership, been a controlling person, been an officer, member, director, or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.
22. Do you make payments to the licensee? YES NO If "yes", how much? \$_____ per month. Total debt to licensee \$_____
23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? YES NO If "yes", attach a copy of such agreement

24. I, Jamie Kay Nelson, hereby declare that I am the APPLICANT filing this questionnaire.
(Print full name of Applicant)


I have read this questionnaire and the contents and all statements are true, correct and complete.

Jamie Kay Nelson
(Signature of Applicant)

State of Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this

28 day of August, 2008
Day Month Year

Dianna McConnell
(Signature of NOTARY PUBLIC)

My commission expires on:  12 2008

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25.1. **(Print Licensee/Agent's Name):** _____
 Hereby authorize the applicant to act as manager for the named liquor license.

State of _____ County of _____
 The foregoing instrument was acknowledged before me this

X _____ day of _____
(Signature of LICENSEE/AGENT) Day Month Year

My commission expires on: _____
Day Month Year (Signature of NOTARY PUBLIC)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

08 AUG 28 11:41 AM '13

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

P1057587

QUESTIONNAIRE

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with black ink. An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH OWNER, AGENT, PARTNER, STOCKHOLDER (10% OR MORE), MEMBER, OFFICER OR MANAGER. ALSO EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT THE DEPT. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY THE DEPARTMENT OF LIQUOR. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Liquor License #

Eff. 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44.6852)

(If the location is currently licensed)

1. Check appropriate box → Owner Partner Stockholder Member Officer Agent Manager(Only) Other
(Complete Questions 1-20 & 24) (Complete All Questions except # 14, 14a & 25)
Licensee or Agent must complete # 25 for a Manager Licensee or Agent must complete # 25

2. Name: Nelson Michael Thomas Date of Birth: [Redacted]
Last First Middle (This Will Not Become a Part of Public Records)

3. Social Security Number: [Redacted] Drivers License #: 5 [Redacted] State: AZ
(This Will Not Become a Part of Public Records)

4. Place of Birth: Phoenix AZ United States Height: 63 Weight: 240 Eyes: blue Hair: brown
City State Country (not county)

5. Marital Status Single Married Divorced Widowed Residence (Home) Phone: (928) 399-9199

6. Name of Current or Most Recent Spouse: Nelson Jamie Kay Harrelson Date of Birth: [Redacted]
(List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden

7. You are a bona fide resident of what state? Arizona If Arizona, date of residency: 07/08/1974

8. Telephone number to contact you during business hours for any questions regarding this document. (928) 399-9199

9. If you have been a resident less than three (3) months, submit a copy of driver's license or voter registration card. 928-567-2883

10. Name of Licensed Premises: Clear Creek Village Store Premises Phone: (928) 399-9199

11. Licensed Premises Address: 4483 E Hwy 260 #27 Camp Verde Yavapai 86322
Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years, if unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Give street address, city, state & zip)
05/02	CURRENT	floor coverings/self employed	mike nelson flooring PO Box 363 Camp Verde AZ 86322

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address	City	State	Zip
07/05	CURRENT	own	3160 E Zachary Ln	Camp Verde	AZ	86322
07/05	07/06	rented	3587 Ripple Rd	Camp Verde	AZ	86322
05/04	07/05	rented	20015 E Prickly Pear	Camp Verde	AZ	86333

If you checked the Manager box on the front of this form skip to # 15

14. As an Owner, Agent, Partner, Stockholder, Member or Officer, will you be physically present and operating the the licensed premises ? If you answered YES, how many hrs/day? 2 **answer #14a below.** If NO, skip to #15. YES NO
- 14a. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.
15. Have you **EVER** been detrained, cited, arrested, indicted or summoned into court for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
16. Have you **EVER** been convicted, fined, posted bond, been ordered to deposit bail, imprisoned, had sentence suspended, placed on probation or parole for violation of **ANY** law or ordinance (regardless of the disposition even if dismissed or expunged)? For traffic violations, include only those that were alcohol and/or drug related. YES NO
17. Are there **ANY** administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses **PENDING** against you or **ANY** entity in which you are now involved? YES NO
18. Have you or any entity in which you have held ownership, been an officer, member, director or manager **EVER** had a business, professional or liquor **APPLICATION OR LICENSE rejected, denied, revoked, suspended or fined** in this or any other state? YES NO
19. Has anyone **EVER** filed suit or obtained a judgment against you in a civil action, the subject of which involved fraud or misrepresentation of a business, professional or liquor license? YES NO
20. Are you **NOW** or have you **EVER** held ownership, been a controlling person, been an officer, member, director, or manager on any other liquor license in this or any other state? YES NO

If any answer to Questions 15 through 20 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

If you checked the Manager box on the front of this form, fill in #21-23 and 24, all others skip the following box (21-23) and go to # 24

Manager Section

21. Have you attended a Department approved Liquor Law Training Course within the last 5 years? (Must provide proof) YES NO
If the answer to #21 is "NO" course must be completed BEFORE ISSUANCE of a new license OR APPROVAL on an existing license.
22. Do you make payments to the licensee? YES NO If "yes", how much? \$ _____ per month. Total debt to licensee \$ _____
23. Is there a formal written contract or agreement between you and the licensee relating to the operation or management of this business? YES NO If "yes", attach a copy of such agreement

24. I, Michael Thomas Nelson, hereby declare that I am the APPLICANT filing this questionnaire.
 (Print full name of Applicant)


I have read this questionnaire and the contents and all statements are true, correct and complete.

X [Signature]
 (Signature of Applicant)

State of Arizona County of Maricopa
 The foregoing instrument was acknowledged before me this

28 day of August, 2008
 Day Month Year

[Signature]
 (Signature of NOTARY PUBLIC)

My commission expires on: 
 Day Month Year

FILL IN THIS SECTION ONLY IF YOU ARE A LICENSEE OR AGENT APPROVING A MANAGER APPLICATION
Licensee or Agent Approval of Manager

25. I, (Print Licensee/Agent's Name): _____
 Hereby authorize the applicant to act as manager for the named liquor license.

State of _____ County of _____
 The foregoing instrument was acknowledged before me this

X _____
 (Signature of LICENSEE/AGENT)

_____ day of _____
 Day Month Year

My commission expires on: _____
 Day Month Year

 (Signature of NOTARY PUBLIC)


'08 AUG 28 WED. 12:43 PM 2:43

All I can say about this is that one man's Lie can ruin your entire life. Wally Baird was the owner of United Flooring Brokers and I admit that I did owe him some money but never stole anything. The charge was Breaking in to his building and taking some material (with never happened), he thought that by threatening me with this I would pay him faster. After three months I charged with these things and it ruined my life. We had to moved and start over mean while traveling back and forth to court the

*08 AUG 28 147. L. 11. 13

*08 AUG 28 147. Lic. PM 2 13

And I believe that this is
our chance to make something
that we can leave for our
children.

Thank You
Michael T Nelson

8-28-08

08 AUG 28 07:12:44



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CASE DETAIL

Case Number: S-0300-CR-20031208		Case Category: Criminal	Case Title: MICHAEL THOMAS NELSON	
Court: Coconino County Superior	Judge: HONORABLE DANNA HENDRIX	Filing Date: 12/18/2003	Disposition Date: 07/13/2005	

Party Name: MICHAEL THOMAS NELSON	Party Type: D 1 - DEFNDT/RESPNDT	Date of Birth: 07/08/1974
--	---	----------------------------------

Citation: CNONE		
Count 1: BURGLARY 3RD DEG	Disposition Date: 07/13/2005	Disposition: COURT DISMISSAL WITH PREJUDICE
Count 2: THEFT-CONTROL PROPERTY	Disposition Date: 07/13/2005	Disposition: COURT DISMISSAL WITH PREJUDICE

Event Date	Event Description	Party
7/13/2005	RECEIPT	
7/13/2005	TRIAL CONTINUED	
7/13/2005	LIST OF EXHIBITS	
7/12/2005	JURY LIST	
7/12/2005	ME: JURY TRIAL	
7/11/2005	MOTION	
7/8/2005	DISCLOSURE BY PLAINTIFF	
7/7/2005	DISCLOSURE BY PLAINTIFF	
7/7/2005	ME: PRETRIAL MGMT CONFERENCE	
7/6/2005	REQUEST JURY INSTRUCTIONS	
7/6/2005	AFF OF PERSONAL SRVC (IN ST)	
7/6/2005	NOTICE OF	
7/1/2005	NOTICE	
6/29/2005	JURY INSTRUCTIONS	
6/17/2005	NOTICE	
6/14/2005	REPLY TO RESP/MOTION	
6/13/2005	DISCLOSURE BY PLAINTIFF	
6/13/2005	SUPPLEMENTAL DISCLOSURE BY ST	
6/9/2005	ANS/RESP TO MOTION	

*08 AUG 28 147. Lic. PM 2:13

5/31/2005	MOTION TO SUPPRESS	
5/31/2005	STATEMENT	
5/26/2005	NOTICE	
5/2/2005	ME: CASE MANAGEMENT CONF	
4/26/2005	NOTICE	
4/15/2005	ME: STATUS CONFERENCE	
3/14/2005	ORDER CONTINUING	
3/9/2005	MOTION TO CONTINUE	
2/28/2005	NOTICE	
2/15/2005	ME: PRETRIAL MGMT CONFERENCE	
2/1/2005	ORDER	
1/28/2005	REASSIGNMENT	
1/20/2005	ORDER	
1/14/2005	NOTICE OF CHANGE OF JUDGE	
10/15/2004	ME: HEARING	
10/13/2004	ME: SETTING	
9/30/2004	ME: STATUS CONFERENCE	
9/1/2004	ME: SETTING	
8/26/2004	RESPONSE/ANSWER TO	
8/17/2004	ME: PRETRIAL/EVIDENTIARY HRG	
8/4/2004	MOTION TO REV COND OF RELEAS	
7/26/2004	ME: CASE MANAGEMENT CONF	
7/12/2004	ME: CASE MANAGEMENT CONF	
6/14/2004	ME: CASE MANAGEMENT CONF	
5/24/2004	ME: CASE MANAGEMENT CONF	
4/26/2004	ME: CASE MANAGEMENT CONF	
4/20/2004	DISCLOSURE BY DEFENDANT	
4/5/2004	ME: CASE MANAGEMENT CONF	
3/22/2004	ME: CASE MANAGEMENT CONF	
3/1/2004	ME: CASE MANAGEMENT CONF	
2/9/2004	CONDITIONS OF RELEASE ORDER	
2/6/2004	NOTICE OF APPEARANCE	D 1
2/3/2004	AFF OF SERVICE	
2/2/2004	WARR QUASH/VACAT/EXECUTE/SATIS	D 1
2/2/2004	COMMIT/RELEASE ORDER	
2/2/2004	ME: ARRAIGNMENT	
2/2/2004	ME: INITIAL APPEARANCE	

08 AUG 28 11:13 AM

1/8/2004	TRANSCRIPT GRAND JURY PROCDNGS	
12/29/2003	WARRANT ISSUED	D 1
12/29/2003	ME: TIME SET FOR	
12/18/2003	GRAND JURY MINUTES	
12/18/2003	NON SUPERVENING INDICTMENT	
12/18/2003	GRAND JURY SUMMONS ISSUED	
12/18/2003	DEFENDANTS INFORMATION SHEET	

[Click here for court contact information.](#)

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08 AUG 28 Lic. Lic. PM 2:13

On this occasion I was
given a citation for doing
flooring work without a License.

I was given a payment plan in
with my taxes pay it off.

MBA
8-28-08

'08 AUG 28 Lit. Lic. PM 2:13



Public Access to Court Information

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CASE DETAIL

Case Number: M-0341-CR-2004000450	Case Category: Criminal	Case Title: ST OF AZ VS NELSON MICHAEL TH	
Court: Flagstaff Municipal	Judge: None	Filing Date: 02/11/2004	Disposition Date: 03/19/2004

Party Name: MICHAEL THOMAS NELSON	Party Type: D 1 - DEFNDT/RESPNDT	Date of Birth: 07/08/1974
Citation: C00286701		
Count 1: ENGAGE IN CONTRACTING W/OUT LIC	Disposition Date: 03/19/2004	Disposition: GUILTY

Event Date	Event Description	Party
5/22/2008	FUND: FARE FEE SPEC COLL	D 1
3/1/2008	TAX INTERCEPT HIT	D 1
3/13/2007	FUND: FARE FEE SPEC COLL	D 1
2/14/2007	TAX INTERCEPT HIT	D 1
3/14/2006	FUND: FARE FEE SPEC COLL	D 1
2/14/2006	TAX INTERCEPT HIT	D 1
4/20/2005	FUND: FARE FEE SPEC COLL	D 1
3/9/2005	TAX INTERCEPT HIT	D 1
1/3/2005	COMMENTS	D 1
7/12/2004	ARRAIGNMENT	D 1
7/12/2004	FUND: TIME PYMT \$10 LOCAL	D 1
7/12/2004	AW/FTP F TERM TR,SR,DR,MR	D 1
7/12/2004	FUND: TIME PYMT \$20 JCEF	D 1
7/12/2004	FUND: FARE FEE SPEC COLL	D 1
7/12/2004	FUND: WARRANT FEE	D 1
7/8/2004	FUND: FARE FEE SPEC COLL	D 1
7/8/2004	TAX INTERCEPT PROGRAM	D 1
7/8/2004	INFO: ASSIGNED TO FARE	D 1
7/8/2004	FUND: FARE DELINQUENCY FEE	D 1
7/2/2004	AW/FTP F TR,SR,DR MR	D 1
3/30/2004	COMMENTS	D 1

*08 AUG 28 14:47. Lic. PM 2:13

3/19/2004	FUND: TIME PYMT \$10 LOCAL	D 1
3/19/2004	FUND: LOCAL COST/FEES	D 1
3/19/2004	CHANGE OF PLEA RECEIVED	D 1
3/19/2004	FUND: TIME PYMT \$20 JCEF	D 1
3/19/2004	FUND: REGISTRAR OF CONTRCTRS	D 1
2/24/2004	CERTIFICATE OF SERVICE RECVD	D 1
2/23/2004	CAL: PRE-TRIAL CONFERENCE	D 1
2/23/2004	CAL: NON-JURY TRIAL	D 1
2/13/2004	SENT CERTIFIED MAIL	D 1
2/11/2004	SUMMONS ISSUED	D 1
2/11/2004	COMPLAINT FILED-UNIFORM CITATN	D 1

[Click here](#) for court contact information.

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08 AUG 28 Lit. Lic. PM 2:13

This was for a check that
I did not receive notice on and
it went directly to the county
attorneys office. I went in and
paid it and it was dismissed.



8-28-08



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CASE DETAIL

Case Number: J-0301-CR-2004002696	Case Category: Criminal	Case Title: ST OF AZ VS NELSON MICHAEL T	
Court: Flagstaff Justice	Judge: HON BRIAN KOLB	Filing Date: 11/17/2004	Disposition Date: 12/30/2004

Party Name: MICHAEL THOMAS NELSON	Party Type: D 1 - DEFNDT/RESPNDT	Date of Birth: 07/08/1974
--	---	----------------------------------

Citation: CNONE		
Count 1: ISSUING BAD CHECK	Disposition Date: 12/30/2004	Disposition: COMPL DISMISSED BY CTY ATTY

Event Date	Event Description	Party
12/30/2004	MOTION GRANTED	
12/16/2004	I/A HELD: FELONY/MISD/CR TR	
12/6/2004	MOTION FILED	
11/22/2004	SUMMONS ISSUED	D 1
11/17/2004	COMPLAINT FILED-PROSECUTOR	D 1

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'08 AUG 28 11:25 LIC. PL 2 13
08 AUG 28 11:25 LIC. PL 2 13

I recieved payment on some work that I had done and the check was no good. I started a snow ball effect and everything in my account bounced. By the time I was hit with all the fees and charges I couldnt afford to pay anything. I went to court and set up a payment plan and paid everything back and all was dismissed.

MBM

8-28-08

*08 AUG 28 Lfr. Lic. PM 2:14

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CASE DETAIL

Case Number: J-0301-CR-2003002693	Case Category: Criminal	Case Title: ST OF AZ VS NELSON MICHAEL	
Court: Flagstaff Justice	Judge: HON DAN SLAYTON	Filing Date: 10/31/2003	Disposition Date: 02/25/2004

Party Name: MICHAEL THOMAS NELSON	Party Type: D 1 - DEFNDT/RESPNDT	Date of Birth: 07/08/1974
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Citation: CNONE

Count	Disposition Date	Disposition
Count 1: ISSUING BAD CHECK	Date: 02/26/2004	Disposition: PLEA GUILTY/RESP SENT IMPOSED
Count 2: ISSUING BAD CHECK	Date: 02/25/2004	Disposition: PLEA GUILTY/RESP SENT IMPOSED
Count 3: ISSUING BAD CHECK	Date: 02/25/2004	Disposition: PLEA GUILTY/RESP SENT IMPOSED
Count 4: ISSUING BAD CHECK	Date: 02/25/2004	Disposition: PLEA GUILTY/RESP SENT IMPOSED
Count 5: ISSUING BAD CHECK	Date: 02/25/2004	Disposition: PLEA GUILTY/RESP SENT IMPOSED
Count 6: ISSUING BAD CHECK	Date: 02/25/2004	Disposition: PLEA GUILTY/RESP SENT IMPOSED
Count 7: ISSUING BAD CHECK	Date: 02/25/2004	Disposition: PLEA GUILTY/RESP SENT IMPOSED
Count 8: ISSUING BAD CHECK	Date: 02/25/2004	Disposition: PLEA GUILTY/RESP SENT IMPOSED
Count 9: ISSUING BAD CHECK	Date: 02/25/2004	Disposition: PLEA GUILTY/RESP SENT IMPOSED

Event Date	Event Description	Party
2/23/2007	DISB: RESTITUTION	D 1
1/30/2007	FUND: 2002 SURCHARGES (80%)	D 1
1/30/2007	FUND: FARE FEE SPEC COLL	D 1
1/30/2007	FUND: ADMINISTRATIVE SANCTION	D 1
1/30/2007	FUND: BASE FINE	D 1
1/30/2007	FUND: LCL PARTIAL PAYMENT FEE	D 1
1/30/2007	FUND: CRIM/TRAFF ENHANCE FEE	D 1
1/30/2007	FUND: TIME PYMT \$20 JCEF	D 1

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1/30/2007	CEU/COMMENT	D 1
1/30/2007	FUND: 2002 PROBATION SURCHARGE	D 1
1/30/2007	FUND: FARE DELINQUENCY FEE	D 1
12/13/2006	FUND: 2002 SURCHARGES (80%)	D 1
12/13/2006	FUND: BASE FINE	D 1
12/13/2006	SENT: RESTITUTION	D 1
12/13/2006	FUND: FARE FEE SPEC COLL	D 1
12/13/2006	DISB: RESTITUTION	D 1
12/13/2006	FUND: 2002 PROBATION SURCHARGE	D 1
11/7/2006	DISB: RESTITUTION	D 1
9/15/2006	DISB: RESTITUTION	D 1
9/5/2006	DISB: RESTITUTION	D 1
7/27/2006	DISB: RESTITUTION	D 1
7/3/2006	DISB: RESTITUTION	D 1
5/8/2006	DISB: RESTITUTION	D 1
4/6/2006	DISB: RESTITUTION	D 1
3/31/2006	DISB: RESTITUTION	D 1
3/17/2006	OSC ISSUED	D 1
2/21/2006	DISB: RESTITUTION	D 1
2/16/2006	INFO: ASSIGNED TO FARE	D 1
2/16/2006	FUND: FARE DELINQUENCY FEE	D 1
2/16/2006	FUND: FARE FEE SPEC COLL	D 1
2/7/2006	OSC ISSUED	D 1
11/17/2005	DISB: RESTITUTION	D 1
11/2/2005	OSC ISSUED	D 1
8/31/2005	DISB: MISCELLANEOUS REFUND	D 1
8/30/2005	FUND: MISCELLANEOUS FEES	D 1
8/22/2005	DISB: RESTITUTION	D 1
8/3/2005	OSC ISSUED	D 1
5/23/2005	DISB: RESTITUTION	D 1
5/11/2005	DISB: RESTITUTION	D 1
5/9/2005	1ST DELINQUENT NOTICE SENT	D 1
4/6/2005	1ST DELINQUENT NOTICE SENT	D 1
3/17/2005	COMMENTS	D 1
3/2/2005	DISB: RESTITUTION	D 1
2/14/2005	DISB: RESTITUTION	D 1
1/31/2005	1ST DELINQUENT NOTICE SENT	D 1

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1/13/2005	DISB: RESTITUTION	D 1
12/30/2004	COMMENTS	
12/16/2004	COMMENTS	
10/13/2004	DISB: RESTITUTION	D 1
8/18/2004	DISB: RESTITUTION	D 1
7/19/2004	DISB: RESTITUTION	D 1
6/18/2004	DISB: RESTITUTION	D 1
4/6/2004	DISB: RESTITUTION	D 1
2/26/2004	FUND: 2002 PROBATION SURCHARGE	D 1
2/26/2004	SENT: RESTITUTION	D 1
2/26/2004	FUND: BASE FINE	D 1
2/26/2004	FUND: TIME PYMT \$20 JCEF	D 1
2/26/2004	FUND: 2002 SURCHARGES (80%)	D 1
2/26/2004	FUND: ADMINISTRATIVE SANCTION	D 1
2/26/2004	FUND: LCL PARTIAL PAYMENT FEE	D 1
2/26/2004	FUND: CRIM/TRAFF ENHANCE FEE	D 1
2/26/2004	CEU PAYMENT PLAN	D 1
2/25/2004	DISPOSITION/COMMENTS	
1/16/2004	COMMENTS	
1/14/2004	I/A HELD: FELONY/MISD/CR TR	
1/2/2004	CAL: INITIAL APPEARANCE	D 1
12/22/2003	COMMENTS	D 1
12/4/2003	SUMMONS ISSUED	D 1
10/31/2003	COMPLAINT FILED-PROSECUTOR	D 1

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08 AUG 28 14:14
7/14/2004 REMANDED FROM SUPERIOR COURT D 1

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This was for work performed at a job and I wasn't able to complete it because of problems a flooring store was creating with the customer. I was unable to come to an agreement so he filed a complaint. As you can see everything was dismissed except for contracting without a license. I paid everything back in full. The down fall to the situation is that it's impossible sometimes to survive.



8-28-08



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CASE DETAIL

Case Number: J-0301-CR-2004001694	Case Category: Criminal	Case Title: ST OF AZ VS NELSON MICHAEL	
Court: Flagstaff Justice	Judge: HONERABLE DANA HENDRIX	Filing Date: 07/14/2004	Disposition Date: 12/10/2004

Party Name: MICHAEL THOMAS NELSON	Party Type: D 1 - DEFNDT/RESPNDT	Date of Birth: 07/08/1974
--	---	----------------------------------

Citation: CNONE

Count 1: THEFT-OBTAIN BY MISREPRESENT	Disposition Date: 12/10/2004	Disposition: COMPL DISMISSED BY CTY ATTY
Count 2: ENGAGE IN CONTRACTING W/OUT LIC	Disposition Date: 12/10/2004	Disposition: PLEA GUILTY/RESP SENT IMPOSED
Count 3: CONTRACTOR-ADVERTISING VIOL	Disposition Date: 12/10/2004	Disposition: COMPL DISMISSED BY CTY ATTY

Event Date	Event Description	Party
12/4/2007	DISB: RESTITUTION	D 1
11/30/2007	PAID IN FULL	D 1
9/25/2007	DISB: RESTITUTION	D 1
9/6/2007	1ST DELINQUENT NOTICE SENT	D 1
7/3/2007	DISB: RESTITUTION	D 1
5/9/2007	DISB: RESTITUTION	D 1
3/6/2007	DISB: RESTITUTION	D 1
2/12/2007	DISB: RESTITUTION	D 1
1/16/2007	DISB: RESTITUTION	D 1
12/12/2006	DISB: RESTITUTION	D 1
12/8/2006	FUND: FARE FEE SPEC COLL	D 1
11/7/2006	DISB: RESTITUTION	D 1
9/15/2006	DISB: RESTITUTION	D 1
9/5/2006	DISB: RESTITUTION	D 1
7/27/2006	DISB: RESTITUTION	D 1
7/3/2006	DISB: RESTITUTION	D 1
5/8/2006	DISB: RESTITUTION	D 1

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4/6/2006	DISB: RESTITUTION	D 1
3/31/2006	DISB: RESTITUTION	D 1
3/17/2006	OSC ISSUED	D 1
2/21/2006	FUND: FARE DELINQUENCY FEE	D 1
2/21/2006	FUND: REGISTRAR OF CONTACTORS	D 1
2/21/2006	SENT: RESTITUTION	D 1
2/21/2006	DISB: RESTITUTION	D 1
2/21/2006	SUSP: RESTITUTION	D 1
2/21/2006	INFO: RECALL FARE	D 1
2/21/2006	FUND: FARE FEE SPEC COLL	D 1
2/16/2006	FUND: FARE FEE SPEC COLL	D 1
2/16/2006	INFO: ASSIGNED TO FARE	D 1
2/16/2006	FUND: FARE DELINQUENCY FEE	D 1
2/7/2006	OSC ISSUED	D 1
11/17/2005	DISB: RESTITUTION	D 1
11/2/2005	OSC ISSUED	D 1
8/17/2005	DISB: RESTITUTION	D 1
8/3/2005	OSC ISSUED	D 1
5/23/2005	DISB: RESTITUTION	D 1
5/16/2005	DISB: RESTITUTION	D 1
5/9/2005	1ST DELINQUENT NOTICE SENT	D 1
4/6/2005	1ST DELINQUENT NOTICE SENT	D 1
12/14/2004	CEU PAYMENT PLAN	D 1
12/10/2004	SENT: RESTITUTION	D 1
12/10/2004	FUND: 2002 PROBATION SURCHARGE	D 1
12/10/2004	DISPOSITION/COMMENTS	D 1
12/10/2004	FUND: TIME PYMT \$20 JCEF	D 1
12/10/2004	FUND: 2002 SURCHARGES (80%)	D 1
12/10/2004	FUND: REGISTRAR OF CONTACTORS	D 1
12/10/2004	FUND: LCL PARTIAL PAYMENT FEE	D 1
12/10/2004	FUND: CRIM/TRAFF ENHANCE FEE	D 1
10/21/2004	CAL: CHANGE OF PLEA HEARING	
10/7/2004	CAL: CHANGE OF PLEA HEARING	
9/23/2004	PRETRIAL HEARING	
9/2/2004	PRETRIAL HEARING	
8/18/2004	PRETRIAL HEARING	
7/26/2004	PRETRIAL HEARING	D 1

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Clear Creek RV Park

4483 E Hwy 260

Camp Verde Arizona 86322

928-567-0774

8-28-2008

This letter is to inform that Thomas Hill no longer leases the building and have vacated the premises

Any other information feel free to Chuck at 928-300-3705

A handwritten signature in black ink that reads "Chuck Baws". The signature is written in a cursive, flowing style with a large initial "C" and "B".

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Arizona Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective August 18, 2008, by and between Clear Creek RV Park LLC ("Landlord") and Michael Thomas Nelson and Jamie Kay Nelson ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as Clear Creek Village Store located at 4483 E. Highway 260, Camp Verde, Arizona, 86322.

Landlord makes available for lease a portion of the Building designated as Clear Creek Village Store (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning September 1, 2008, and ending August 31, 2009. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$800 per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord's Agent Chuck Barnes at 4483 E. Highway 260, Building 33, Camp Verde, AZ 86322 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis. Tenant further agrees to pay \$10 per day for each day the entire rent is not received by Landlord by the first of the month regardless of cause, including dishonored checks. If rent is received after the first of the month and late fees are not included with such payment, rent will be considered "unpaid." Any payments received by landlord will be applied first towards late fees and or other additional charges, then toward rent. An additional Service Charge of \$30.00 will be paid to Landlord for all dishonored checks.

3. Use

The premises are leased to Tenant for retail convenience store use only.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Tenant shall (a) not create or allow any nuisance to exist on the Premises, (b) not commit any waste upon the Premises, deface or injure the Premises, or make or permit any use of the Premises which depreciates the improvements located there at a rate in excess of that caused by normal and reasonable wear and tear, (c) not make or permit any use of the Premises that would invalidate or increase the premium for any insurance of the

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Premises and Landlord may nor hereafter elect to carry, (d) at Tenant's expense comply with all present and future federal, state, and local laws and ordinances, orders, rules and regulations affecting the use of the Premises or Tenant's operations and (e) at the Tenant's expense make all filings and procure and comply with the terms and conditions of all permits, certificates, licenses, and other authorizations required by applicable Laws of Tenant's business or Tenant's use or occupancy of the Premises or Tenant's activities on Premises.

4. Sublease and Assignment

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign this lease to the transferee and thereafter shall have no further liability for this lease.

5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

Tenant shall at its expense keep the Premises in clean, orderly and sanitary conditions and not permit any unusual or objectionable noises or odors to emanate therefrom, and maintain and keep the premises including all appliances, fixtures and equipment installed in the Premises in good condition and repair. Tenant is leasing the Premises in its "AS IS" condition.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

Tenant shall not permit any mechanic's or material men's liens to stand against the Premises for any labor or materials provided to the Premises by any contractor or another person hired or retained by Tenant. Any alterations, additions or improvements which are not moveable trade fixtures or personal property, or which have not been removed by Tenant within 10 days after expiration or termination of this Lease, shall become a part of the realty and shall belong to the Landlord and Tenant shall have no further claim or right thereto.

7. Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises.

Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

D. Tenant shall at its expense maintain Worker's Compensation Insurance as required by law.

E. Tenant shall at its expense maintain a Liquor Liability Insurance Policy naming John and Ann Newman and CCRV Park LLC as additional insured's.

9. Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard store use electrical facilities and standard store lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. **Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. **Parking.**

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees

13. **Building Rules.**

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes and may be updated from time to time as needed.

14. **Damage and Destruction.**

If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance. If the Leased Premises or any other part of the Building is damaged by fire or other casualty not resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, Landlord shall be responsible for the costs of repair to the Building not covered by insurance, but not responsible for Tenant's personal property which should be covered by Tenant's renters insurance policy.

15. **Default.**

To further clarify the terms of the lease, the Tenant shall make certain that rent is received by the Landlord before the first of the month. A 3-day notice of non-payment will be served on the tenant if rent is not received by the sixth of the month, regardless of fault of the tenant or the U.S. Postal Service. Notwithstanding the foregoing, the lease will be deemed materially and incurably breached and terminated if the rent and/or any additional rent is not paid by the tenth of any month for which rent is due. The acceptance by Landlord of partial payments of rent due shall not, under any circumstances, constitute a waiver of Landlord, nor affect any notice or legal proceeding in unlawful detainer theretofore given or commenced under state law. If tenant defaults on any other provisions of the lease, including, but not limited to any misrepresentations on tenant's application, Landlord, at his option, can elect to continue the lease or terminate the lease and take possession by any lawful means. Landlord is not required to give any notice to cure a violation of the lease other than as required by law.

16. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Security Deposit.

Tenant has deposited with Landlord the sum of \$1,200.00 as and for a security deposit. Said deposit may be applied by landlord to any purpose permitted by law upon termination of this agreement accounted for according to law. No part of said deposit shall be deemed a last month rent, or rent for any particular month, nor shall it be applicable to any particular obligation arising out of this agreement at the request of tenant. In the event Landlord shall, in his discretion, use any portion of the deposit for a purpose permitted by law during the life of this agreement, then tenant shall replenish the same to its original amount upon written notice from landlord to do so. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit. Upon successful completion of lease terms, any remaining security deposit less such amounts as have been applied to Tenant's obligations will be returned within 14 days after Tenant terminates tenancy, moves out and repairs damages and cleans premises.

20. **Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Clear Creek RV Park L.L.C. (Members: John and Ann Newman)

1915 E. Marilyn Road, Phoenix, AZ 85022

If to Tenant to:

**Michael Thomas Nelson and Jamie Kay Nelson
3160 E. Zachary Lane, Arizona, 86322**

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. **Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. **Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. **Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. **Consent**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. **Indemnity.**

Tenant shall defend, indemnify and hold Landlord and Landlord's present and future officers, directors, employees and agents harmless for, from and against all claims, damages, actions, proceedings, settlements, damages, costs, expenses, fines, penalties, losses and liabilities arising during or after the term of the Lease which in any way relate to or arise out of: (a) Tenant's use of the Premises or the conduct of its business or from any activity, work or thing done, permitted or suffered by tenant in or about the Premises, regardless of fault or negligence which is imputed to Landlord as the owner of Premises but which involves a condition of the Premises within the control of the Tenant, its employees or contractors, whether or not the same is covered adequately by insurance, (b) any breach or default in the performance of this lease by Tenant, or (c) any act or negligence of Tenant or its agents or employees. Tenant's obligations under this paragraph shall be in addition to any other obligations or liabilities Tenant may have to Landlord at law or quit and shall survive the expirations or earlier termination of this Lease. Without limiting the foregoing, if tenant cause or permits the presence of any Hazardous Substance on the Premises which results in contamination of the Premises, Tenant shall, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises; provided, however, that Tenant shall first obtain Landlord's approval for any such remedial action.

27. **Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

28. **Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

29. **Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Arizona. *08 AUG 28 11:47. LIC. PM 2 '14

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

[Landlord: Clear Creek RV Park L.L.C./Member]



[Tenant: Michael Thomas Nelson]



[Tenant: Jamie Kay Nelson]

TOWN OF CAMP VERDE
Council Agenda Action Form

Meeting Date:

October 1, 2008

Meeting Type: **Regular Session**

Type of presentation:

Verbal Only

REFERENCE DOCUMENT:

NACOG Technical Assistance Contract- Housing Rehabilitation

AGENDA TITLE: (Be Exact):

Possible approval of Northern Arizona Council of Governments (NACOG) Technical Assistance Contract for Rehabilitation Specialist services for Owner-Occupied Home Rehabilitation.

PURPOSE AND BACKGROUND INFORMATION:

Currently there is one homeowner approved by the Housing Commission Loan Committee for home rehabilitation.

Because the Town no longer employs a Building Official, we lack the capacity for Rehabilitation Specialist services as specified per Section III of the Town's Housing Rehabilitation Program Guidelines.

NACOG is experienced with home rehabilitation and HOME grant requirements and can provide timely services for a reasonable price.

NACOG has agreed to provide these services for \$3,000.00 dollars per home. Rehab specialist services are considered project-specific expenditures and would therefore be paid through current HOME Grant Contract #318-07.

STAFF RECOMMENDATION(S): Suggested Motion)

Staff recommends approval of the NACOG Technical Assistance contract for Rehabilitation Specialist services under the current HOME Contract 318-07.

Type of Document Needing Approval:

Contract

Finance Director Review

Budgeted/Amount

Comments:

Fund

HOME/HTF Grant #318-07

Line Item:

18-10-00-9000

Submitting Department:

Housing & Neighborhood Revit.

Contact Person:

Matt Morris

Town Manager/Designee:

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

TECHNICAL ASSISTANCE CONTRACT HOUSING REHABILITATION

THIS CONTRACT, made and entered into as of _____, by and between the Northern Arizona Council of Governments (NACOG), 119 East Aspen Avenue, Flagstaff, Arizona 86001-5296, hereinafter called the CONTRACTOR, and the Town of Camp Verde, 473 S. Main St, P.O. Box 710, Camp Verde, Arizona 86322, hereinafter called the GRANTEE.

WITNESSETH:

WHEREAS, the GRANTEE is in receipt of HOME Grant from the State of Arizona; and

WHEREAS, the GRANTEE desires technical assistance in housing rehabilitation services; and

WHEREAS, the CONTRACTOR is agreeable to providing such assistance; and

NOW, THEREFORE, the parties do mutually agree as follows:

ARTICLE I - PURPOSE

The purpose of this contract is to authorize the CONTRACTOR to provide Housing Rehabilitation services to the GRANTEE for an Arizona Department of Housing HOME Grant. Services to be provided are detailed in the Scope of Work, but will generally include services under the Department of Housing's HOME program guidelines.

ARTICLE II - WORK STATEMENT

- A. The CONTRACTOR agrees that it will implement, in all respects, the program outlined in the attached Work Statement (Attachment A to this Contract).
- B. The CONTRACTOR agrees to make no changes in the Work Statement herein described without first submitting a written request to the GRANTEE and obtaining the GRANTEE'S written approval of the requested change.

ARTICLE III - PERSONNEL

The CONTRACTOR represents that it has, or will acquire, all of the qualified personnel required to perform this Contract; however, the GRANTEE reserves the right to assign any individual to assist in implementing the program outlined in the Work Statement.

None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the GRANTEE. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

ARTICLE IV - LENGTH OF CONTRACT

- A. The term of this Contract shall be from September 15, 2008 through March 14, 2009.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Contract cannot be brought to full completion within the time period set forth in Paragraph A of this Article III, the CONTRACTOR shall be responsible for maintaining all services as cited in the Work Statement until the grant is terminated.

- C. This Contract may be extended, as needed, to coincide with the approved extension of the HOME Contract between the GRANTEE and the Department of Housing, if necessary.

ARTICLE V - ACCESS TO INFORMATION

It is agreed that all information, data, reports and records, and maps as are existing, available and necessary for the carrying out of the work outlined shall be furnished to the CONTRACTOR by the GRANTEE and its agencies. No charge will be made to the CONTRACTOR for such information and the GRANTEE and its agencies will cooperate with CONTRACTOR in every way possible to facilitate the performance of the work described in the Contract.

ARTICLE VI - REPORTS AND INFORMATION

- A. The CONTRACTOR, at such times and in such forms as the GRANTEE may require, shall furnish the GRANTEE such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- B. All reports, maps, and other documents completed as part of this Contract, other than documents exclusively for internal use by the Department of Housing shall carry the following notation on the front cover or title page, together with the date (month and year) the document was prepared:

Preparation of this (report, map, documents, etc.) was aided through a Community Development Block Grant from the Arizona Department of Housing and as such is not copyrightable. It may be reprinted with customary crediting of the source. However, any opinions, findings, conclusions or recommendations are those of the authors and do not necessarily reflect the views of the Department of Housing.

- C. All of the reports, information, data, etc. prepared or assembled by CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the GRANTEE.
- D. No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

ARTICLE VII - CONSIDERATION AND METHOD OF PAYMENT

In consideration of the CONTRACTOR'S satisfactory completion of all work and services required to be performed under the terms of this Contract, and in compliance with the Contract requirements herein stated, the GRANTEE shall pay the CONTRACTOR a fixed fee of Three Thousand Dollars (\$ 3,000) per home, which sum shall be expended in accordance with the Payment Page which appears as Attachment B. Further assistance requested by the Town in addition to the attached Work Statement (Attachment A) will be billed at \$75 per hour.

ARTICLE VIII - ASSIGNABILITY

The CONTRACTOR shall not assign any interest on this Contract, and shall not transfer any interest in the same without prior written consent of the GRANTEE.

ARTICLE IX - COMPLIANCE WITH LOCAL LAWS

The CONTRACTOR shall comply with all applicable laws, ordinances, codes of the State and local governments, and the CONTRACTOR shall hold the GRANTEE harmless from any tort done in performing any of the work embraced by this Contract.

ARTICLE X - INTERESTS OF THE CONTRACTOR

The CONTRACTOR covenants that it has no pecuniary interest, and shall not acquire any pecuniary interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract, no person having such interest shall be employed.

ARTICLE XI - OFFICIAL NOT TO BENEFIT

No member of, or delegates to, the Congress of the United States of America, and no member of the governing body and no other public official, shall be admitted to any share or part hereof, direct or indirect, or to any pecuniary benefits to arise herefrom.

ARTICLE XII - TERMINATION OF CONTRACT

- A. If, with cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the GRANTEE shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, photographs and reports prepared by the CONTRACTOR under this Contract shall, at the option of the GRANTEE, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- B. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the GRANTEE for damages sustained by the GRANTEE by virtue of any breach of the Contract by the CONTRACTOR, and the GRANTEE may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the GRANTEE from the CONTRACTOR is determined.
- C. The GRANTEE may terminate this Contract at any time without cause by giving at least thirty (30) days notice in writing to the CONTRACTOR. If the Contract is terminated by the GRANTEE as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.
- D. The Contract may be terminated per ARS 38-511, Conflict of Interest.

ARTICLE XIII - RECORDS AND AUDITS

- A. The CONTRACTOR shall maintain accounts and records, including personnel, property and fiscal records adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the GRANTEE to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be retained in accordance with required Federal and State guidelines.
- B. Legible copies of any and all records maintained by the CONTRACTOR shall be made available, upon written request and for specified purpose, to the GRANTEE, the Arizona Department of Housing, the Office of the Inspector General (HUD), and any other body authorized in writing by the GRANTEE.

ARTICLE XIV - CERTIFICATIONS FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

The undersigned certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding or any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XV - MISCELLANEOUS PROVISIONS

- A. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- B. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party, shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which said party may be entitled.

ARTICLE XVI - ATTACHMENTS

All attachments are to be considered an integral part of this Contract. Attachments may be added or deleted during the term of the Contract provided the governing requirements of the Contracts are met.

ATTACHMENTS

- A. Work Statement
- B. Payment Page
- C. Civil Rights

IN WITNESS WHEREOF, the CONTRACTOR and the GRANTEE do hereby execute this Contract as of the date first above written.

TOWN OF CAMP VERDE

NORTHERN ARIZONA COUNCIL OF GOVERNMENTS

Tony Gioia, Mayor

Kenneth Sweet, Executive Director

APPROVED AS TO FORM

Attorney for the Town

ATTEST

Deborah Barber, Town Clerk

ATTACHMENT A
WORK STATEMENT

The CONTRACTOR shall perform the following consulting and housing rehabilitation specialist tasks that are defined here by major category. Sub-tasks may be a portion of the work. All tasks will be accomplished with attention to compliance with program rules and regulations. This agreement is for one home, but can be expanded to additional homes if necessary.

- Perform initial inspection of home to:
 1. Create individual environmental review, including Flood Plain Management, Historical Preservation, Explosive and Flammable Operations, and Toxic Chemicals and Radioactive Materials; perform or establish mitigations when necessary.
 2. Inspect for home defaults as compared to HQS and local codes.
- Develop work write-ups and cost estimates for rehabilitation, or determine that the mobile home is so deteriorated that it warrants replacement.
- Solicit interested contractors for a bidders list; clear contractors through the HUD debarred list.
- Procure contractors per HOME policies; conduct walk-thru inspections.
- Review bids for most responsive; recommend contractor and scope of work to TOWN and Owner for the best bid.
- Develop contractor's contract to cover all federal requirements and TOWN stipulations.
- Perform interim on-site inspections during the rehabilitation or replacement.
- At completion, perform a final inspection and obtain homeowner approval and acceptance of work.
- Secure Contractor Billing, Contractor Certification, and Contractors Waiver of Lien.
- Submit all necessary paperwork and recommend contractor payment.
- Participate in monitoring and monitoring responses.

NOTICES, CORRESPONDENCE, AND REPORTS

1. Notices, correspondence and reports from the CONTRACTOR shall be sent to:

Matthew Morris, AICP
Town of Camp Verde
473 South Main Street, Suite 102
Camp Verde, AZ. 86322

2. Notices, correspondence and reports from the GRANTEE shall be sent to:

Carl Stewart, Program Specialist II
NACOG
119 East Aspen Avenue
Flagstaff, AZ 86001

ATTACHMENT B

PAYMENT PAGE

- A. SOURCE OF FUNDS:** HOME funds
- B. COMPENSATION TYPE:** Percent of Completion
- C. PAYMENT METHOD:** The CONTRACTOR shall submit invoices for draws against this Contract. CITY shall include the amount of the draw in the next funds request to Department of Housing and shall pay the invoice within ten days of receipt of funds from Department of Housing.

MAJOR CATEGORY OF ACTIVITY	PERCENT OF CONTRACT
Initial Inspection of Homes	20%
Work Write-ups and Cost Estimates	20%
Procure Construction/Replacement	20%
Completion of Construction	30%
SUB TOTAL	90%
HOLDBACK	10%
TOTAL	100%

ATTACHMENT C

CIVIL RIGHTS PROVISIONS

Civil Rights Laws and Requirements

Title VI of the Civil Rights Act of 1964 provides that no person shall be:

* Excluded from participation * Denied program benefits * Subjected to discrimination on the basis of: * Race * Color * National Origin under any program or activity receiving Federal financial assistance.

Title VIII of the Civil Rights Act of 1968, as of 1968, Title VIII amended, prohibits discrimination in housing on the basis of: * Race * Color * Religion * Sex * National Origin. This law also required HUD to administer its program in a manner that affirmatively promotes fair housing.

Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for * Training, and * Employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section 3 also provides that contracts awarded in connection with such projects be awarded to:

- * Businesses located in the project area, (OR)
- * Businesses owned, in substantial part, by residents of the project area

Section 504 of that Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual shall, solely by reason of his or her handicap be *Excluded from participation (including employment.) * Denied program benefits *Subjected to discrimination under any program or activity receiving Federal funds.

Section 109 of the Housing and Community Development Act of 1974, as amended, provides that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of: * Race * Color * National Origin * Sex * Age * Handicap under any program or activity funded in whole or in part under Title I (HOME) of the Act.

Section 104 of the Housing and Community Development Act of 1974, as amended, provides that the grantee "will affirmatively further fair housing."

The Age Discrimination Act of 1975, as amended, provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination - on the basis of age - under any program or activity receiving Federal funds.

Executive Order 11063 provides that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in:

- * Housing (and related facilities) provided with Federal assistance.
- * Lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

Executive Order 11246, as amended provides that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of Federal or Federally assisted construction contracts in excess of \$10,000.

Furthermore, the Contractor shall

- * Use the term, "Equal Opportunity Employer" in all solicitations or advertisements for employees;
- * Bind the same responsibility to Subcontractors through contract language;
- * Acknowledge that non-compliance with Executive Order 11246 may result in contract termination, suspension, and the Contractor may be listed ineligible for future federal work.

Section 503, Affirmative Action for Workers with Disabilities provides that no employee or applicant shall be discriminated against in employment because of mental or physical disability, in regard to any position for which he/she is qualified. Notices shall be posted in conspicuous places. The Contractor shall bind the same responsibility to Subcontractors through contract language.

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

Meeting Date: Oct. 1, 2008

Meeting Type: Regular

Type of Presentation: Visual

REFERENCE DOCUMENT: Rio Verde Plaza Unit 6, Plaza Water Store's non-compliance of rental amounts due.

AGENDA TITLE: (Be Exact): Discussion, consideration and possible direction to the Manager relative to addressing the lack of compliance by the Plaza Water Store with Council's direction in terms of tendering to the Town the required rental payments for the right to occupy unit #6 in the Rio Verde Plaza.

PURPOSE AND BACKGROUND INFORMATION:

Please find attached the September 11, 2008 letter to Claudia Ward, C/O The Plaza Water Store, which was copied to Council. As of September 19, 2008, Claudia Ward has failed to comply with the Town Council's directive as set forth in the above referenced letter.

STAFF RECOMMENDATION(S): (Suggested Motion) Staff is seeking Council's direction on how to proceed in this matter.

Finance Director Review

Budgeted/Amount Yes No N/A

Fund:

Line Item:

Comments:

Attorney Review Yes No N/A

Submitting Department: Administration/Manager

Contact Town Manager Michael K. Scannell: Signature  9-22-08

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



TOWN OF CAMP VERDE

◆ 473 S. Main Street ◆ Camp Verde, Arizona 86322 ◆ (928) 567-6631 FAX 567-9061

Marshal 567-6621 ◆ Parks & Recreation 567-0535 ◆ Community Development 567-8513 ◆ www.campverde-az.gov

Copied Council and Staff *List*

HAND DELIVERED

SEP 11 2008

September 11, 2008

Ms. Claudia Ward
C/O Plaza Water Company
497 S. Main Street, Unit #6
Camp Verde, Arizona 86322

Re: Rental payments

Dear Ms. Ward:

The purpose of this letter is to follow-up with you on the matter of the rent that you tender to the Town of Camp Verde for your utilization of rental unit #6 at Rio Verde Plaza.

You may recall from prior discussions with me that the Town Council directed me to advise you that the rent for the above referenced unit was to be set at six hundred dollars (\$600.00) per month effective July 1, 2008 and that in addition to the base rental payment, you were to pay fifty percent (50%) of the Governmental Commercial Property Lease Excise Tax as required the Arizona Revised Statutes. The amount of the reduced lease excise tax in your case is sixty dollars (\$60.00) per month. The combined total of your liability for the right to continue your occupancy of rental unit #6 at Rio Verde Plaza is now six hundred sixty dollars (\$660.00) per month.


By way of this letter, I am respectfully requesting that no later than September 19, 2008, that you tender to the Town of Camp Verde an adjusted rental payment of six hundred-sixty dollars (\$660.00) for the month of September, and that for each subsequent month that your business occupies rental unit #6 that you tender to the Town of Camp Verde six hundred-sixty dollars (\$660.00) per month for the continued right to rent and occupy rental unit #6 at Rio Verde Plaza. Said rental payments shall be tendered until such time as the Town of Camp Verde elects to terminate its rental relationships with your business and the other tenants of Rio Verde Plaza. I will be meeting with you and the other tenants on that matter in the near term.

I trust that you will deem it appropriate to bring your self into compliance with the direction relative to the rental payment schedule that was set by the Members of the Town Council of the Town of Camp Verde.

I will be pleased to discuss this matter with you should you feel that doing so would assist you in your decision making process. I may be reached at the letterhead address or via telephone at 567-6631 extension 102.

I look forward to your prompt attention to this most important matter.

Respectfully,


Michael K. Scannell, Town Manager
(928) 567-6631 x 102
msscannell@cvaz.org

CC: Honorable Members of the Camp Verde Town Council
Town Clerk, Debbie Barber
Town Accountant, Lisa Elliott
Rio Verde Plaza Correspondence File



Handicap Relay: Voice: 1-800-842-4681 ◆ TDD: 1-800-367-8939



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

Meeting Date: Oct 1, 2008

Meeting Type: Regular

Type of Presentation: Verbal

REFERENCE DOCUMENT: N/A

AGENDA TITLE: (Be Exact):

Discussion and clarification of Council's unanimous vote with regard to Rio Verde Plaza to "allow whatever time the Town Manager would deem reasonable for relocating the businesses and that the facility be closed and eventually removed." This item is for discussion purposes only and is NOT a reconsideration of the August 27, 2008 vote.

PURPOSE AND BACKGROUND INFORMATION:

There were several letters to the Editor that were inaccurate and news articles that failed to provide sufficient information, which apparently led to a misinformed public. It is my intention to explain the reasons behind my vote to close the Rio Verde Plaza.

COUNCIL RECOMMENDATION(S): (Suggested Motion)

Type of Document Needing Approval: Special Consideration

Finance Director Review

Budgeted/Amount

Comments:

Fund:

Line Item:

Submitting Department: Council

Contact Person: Norma Garrison

- 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.**
- On a motion by German, seconded by Garrison, the Council voted unanimously to allow whatever time the Town Manager would deem reasonable for relocating the businesses and that the facility be closed and eventually removed.

Mayor Gioia reviewed the options listed in regard to making a decision on the future of the Town-owned property, and stressed the intent of the Town to share all the information relative to making any such decision and to have the opportunity to be present and express their concerns.

Scannell reviewed the background of the purchase of the subject property based on the intention of razing the building and possibly constructing some type of asset on the site. The Town subsequently found itself in the business of managing commercial real estate and leasing agent, which is not the Town's forte, and the building has now fallen into a state of disrepair and presents a negative drain on the Town's finances. The business community in Town could be benefited by razing the building to provide an area for parking tour buses.

After thoroughly discussing the options presented, as well as addressing the possible hardship that the existing businesses leasing the commercial space might face by having to relocate, the members agreed that the third option apparently presented the best course of action to take. Scannell confirmed that the tenants of Rio Verde Plaza had been informed of what was being considered, and no input has been received from them. Scannell also commented that the tenants should be given a sufficient amount of time to make the transition and the Town should assist them in whatever way the Town could in finding alternative quarters, if the decision is to raze the building. It was also agreed that the immediate decision would be whether to demolish the building; how to use the cleared property could then be decided at a later time. Director Buckel said that she believes the cost of demolition would be somewhat less than \$30,000.

PUBLIC INPUT

(Comments from the following individuals are summarized.)

Tom Nielson suggested that perhaps some sandwich shops might be opened up to accommodate the tour buses.

Roger Doering said that his past research indicates that some companies might be willing to demolish the structure in exchange for the material contained in the building; he also said he had understood the property behind the Chamber had been earmarked for parking tour buses.

There was no further public input.

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

There was no public input.

- 13. Advanced Approvals of Town Expenditures**

- 1. There are no advanced approvals.**

There were no advanced approvals.

- 14. Manager/Staff Report**

Buckel requested clarification regarding the issue of taking proposed pathways and street light

COPY

**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

COPY

Comments:

[Empty box for comments]

Fund:

[Empty box for fund]

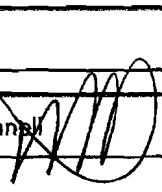
Line Item:

[Empty box for 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

TOWN OF CAMP VERDE

**POSITION CLASSIFICATION &
FY 2009 SALARY PLAN**

SEPTEMBER 2008

TOWN OF CAMP VERDE POSITION CLASSIFICATION & FY 2009 SALARY PLAN

TABLE OF CONTENTS

1. EXECUTIVE SUMMARY	1
A. SUMMARY OF FINDINGS	1
B. SUMMARY OF RECOMMENDATIONS.....	2
2. POSITION ANALYSIS AND CLASSIFICATION	3
A. PRINCIPAL STEPS IN THE CLASSIFICATION PROCESS.....	3
1. Position Analysis Questionnaire.....	3
2. Desk/Field Job Information Interviews and Observations.....	3
3. Schematic of Occupational Job Classes	3
4. Department Head Quality Control Reviews	3
5. Updated Job Descriptions.....	3
Table 1 – Schematic of Occupational Job Classes	4
B. RESULTS OF THE POSITION CLASSIFICATION PROCESS	6
1. Index of Current to Recommended Job Titles	6
2. Consolidation of Job Classes.....	6
3. Job Title Clarification.....	6
4. Position Allocation Register	6
Table 2 – Index of Current to Recommended Job Classes	7
3. EXTERNAL COMPETITIVENESS COMPARISONS.....	11
A. SOURCES OF EXTERNAL DATA.....	11
1. Pay Plans of Individual Comparator Organizations:	11
2. Additional Comparators for Director Level Positions:	11
B. DATA PROJECTION.....	11
C. SALARY RANGE MIDPOINT COMPARISON	12
D. BENCHMARK OCCUPATIONS	12
1. Executive and Senior Management Positions:	12
2. Local Government-Specific Occupations:.....	12
E. EXTERNAL PREVAILING RATE COMPARISON.....	12
Table 4 – External Prevailing Rates Comparison	13
4. RECOMMENDED SALARY RANGE STRUCTURE.....	15
A. RECOMMENDED SINGLE SALARY RANGE TABLE	15
B. ANNUAL SALARY RANGE ADJUSTMENTS	15
Permanent Salary Range Table.....	16
5. RECOMMENDED FY 2009 BASE SALARY PLAN	17
A. RECOMMENDED FLEXIBLE SALARY COMPETITIVENESS POLICY	17
B. ASSIGNMENT OF JOB CLASSES TO SALARY RANGES.....	17
C. ESTIMATED FISCAL IMPACT OF THE RECOMMENDED SALARY PLAN.....	17
Table 5 – Salary Ranges Per Job Class (Job Class Order)	18
Table 6 – Salary Ranges per Job Class (Salary Range Order).....	20
Table 7 – Non-Benchmark to Benchmark Linkage Table.....	22
Table 8 – Estimated Fiscal Impact of Salary Plan	23
Table 9 – Estimated Fiscal Impact of Salary Plan by Department.....	24
6. INITIAL IMPLEMENTATION OF FY 2009 SALARY PLAN.....	25
A. SALARIES BELOW MINIMUM.....	25
B. ALTERNATIVE APPROACHES TO IN-RANGE ADJUSTMENTS	25
7. SALARY ADMINISTRATION.....	27
A. FUNDING INITIAL IMPLEMENTATION AND ANNUAL UPDATES	27
B. ANNUAL PLAN UPDATE STEPS	27

TOWN OF CAMP VERDE POSITION CLASSIFICATION & FY 2009 SALARY PLAN

TABLE OF CONTENTS

C. LEVERAGING EXTERNAL COMPETITIVENESS THROUGH SALARY ADMINISTRATION 27

 1. Exceptions to the Salary Plan 27

 2. Flexible Hiring Rate 28

 3. Recruitment/Retention Inducement Bonus 28

8. ADDITIONAL COMPENSATION-RELATED COMPONENTS 29

 FLSA Designation 29

1. EXECUTIVE SUMMARY

It is with substantial pleasure that we present this report describing the recommended Position Classification and FY 2009 Salary Plan for the Town of Camp Verde. We wish to thank all of the Town's employees, supervisors, managers and department heads for their outstanding participation and assistance. Their positive attitude and willingness to provide information was the key to the successful completion of the project.

Special thanks to Darby Martin for her efforts in scheduling, coordinating and managing the logistics of the project.

A. SUMMARY OF FINDINGS

1. The Town is fortunate to have many loyal, dedicated, and hard-working employees who like their jobs and provide high quality service to the Town.
2. The approximately 53 job titles currently in use were consolidated into 48 job classes in the position classification plan (Table 2, page 7).
3. 69% of the 80 positions are assigned to the proper occupational job class (Table 3, page 9).
4. The Town is a competitive employer (within 5% of the prevailing rates) for 29% of its salary survey benchmark job classes in comparison to the designated public competitor employers (Table 4, page 14).
5. The Town is not a competitive employer (-5% or more below the prevailing rates) for 61% of its salary survey benchmark job classes in comparison to the designated public competitor employers (Table 4, page 14). 10% of the benchmarks were for informational purposes only.
6. The extent of variance from the estimated prevailing rates ranges from -38.9% for Town Marshal/HR Director to 10.9% for Animal Control Officer (Table 4, page 14).
7. After the anticipated 3% across-the-board salary adjustments in January 2009, the salaries of 22 employees will be below the Minimum of the salary range for their position, with a salary competitiveness policy at 95% of the prevailing rates, for a cost of \$40,293 (1.19% of payroll) to bring them to Minimum (Table 8, page 23).
8. Additional in-range adjustments should be considered on individual employee's years in position and performance and based on the Town's financial resources.

B. SUMMARY OF RECOMMENDATIONS

1. Enact a permanent prevailing rate-related salary policy for the Town (page 17).
2. Establish the Town's salary competitiveness policy at 95% of the estimated prevailing rates. The current average relationship to the market is approximately 85%.
3. Utilize the proposed Permanent Salary Range Table (page 16).
4. Adopt the FY 2009 base salary range assignments in Tables 5 and 6 (pages 18, 20).
5. Bring the salaries of all employees to the Minimum of the salary range for their position's job class on the plan's effective date.
6. Adopt a one-time implementation salary increase plan to place employees closer to the prevailing rates (Midpoint) on the basis of their current place within the salary range for their job class, and available funds for FY 2009.
7. Freeze the salaries of employees whose current salary exceeds the Maximum of the salary range for their position.
8. Annually update the salary plan by reallocating job classes to different salary ranges from the Permanent Salary Range Table reflecting the varying prevailing rate movement of each job class in the marketplace.
9. Utilize the salary range linkage guide for salary range allocation of non-benchmark job classes during annual salary plan update (Table 7, page 22).
10. Develop and implement a comprehensive program and materials to communicate the Town's updated position classification and FY 2009 salary plan to all employees.
11. Conduct workshops for all supervisors, managers, and department heads on the Town's updated position classification and FY 2009 salary plan.

2. POSITION ANALYSIS AND CLASSIFICATION

Position analysis and classification is the process of documenting and verifying the number, type, and distinct levels of occupational job classes within the Town, and assigning each budgeted position to the correct occupational job class. This process establishes the sound basis for the subsequent salary plan which is administered at the job class level.

A. PRINCIPAL STEPS IN THE CLASSIFICATION PROCESS

The position analysis and classification phase of the Town's total salary plan development project consisted of the following standard steps to determine each position's correct occupational job class and title.

1. *Position Analysis Questionnaire*

Each full-time employee, supervisor, and department head completed a comprehensive position analysis questionnaire (PAQ) summarizing the scope and complexity of the duties and responsibilities of their position.

2. *Desk/Field Job Information Interviews and Observations*

Approximately 30 incumbents were interviewed at their work location and/or their duties explained by their unit supervisor. The purpose of the interviews and observations was to confirm the information in the PAQ and to obtain a greater depth of understanding of the scope and complexity of each occupational job class.

3. *Schematic of Occupational Job Classes*

Based on the analysis of the job content of the various positions, we sorted them into common occupational series and groups, and then determined the number of distinct job levels (classes) within each group. Table 1, beginning on the following page, is the resultant *Schematic of Occupational Job Classes* reflecting the actual duties and responsibilities performed by the employees.

The approximately 53 job titles currently in use were consolidated into 48 job classes.

4. *Department Head Quality Control Reviews*

We reviewed the first draft of the recommended position classification plan with the Human Resources Department and the department heads for their critique, identification of errors, and suggested changes in job class concepts, class titles, and the classification of individual positions. Most of their suggestions have been incorporated into the final draft of the position classification plan.

5. *Updated Job Descriptions*

Utilizing the job information provided by employees on their PAQ, we drafted job descriptions reflective of the current duties and responsibilities for 30 classifications. Upon review and critique by Human Resources and department heads, we will provide final versions of the job descriptions in hard copy and electronically to the Human Resources department for ease of maintenance.

Town of Camp Verde
Table 1 - Schematic of Occupational Job Classes

Recommended Occupational Job Families and Job Classes
--

Town Manager Group

Town Manager

Marshal Group

Town Marshal/HR Director

Lieutenant

Sergeant

Deputy

Dispatch Supervisor

Dispatcher

Dispatcher/Evidence Clerk

Animal Control Officer

Animal Shelter Operator

Records Specialist

Records Clerk

HR Specialist/Admin Asst

Library Group

Library Director

Children's Librarian

Library Specialist

Senior Library Clerk

Library Clerk

Town Clerk Group

Town Clerk

Deputy Town Clerk

Magistrate Group

Court Supervisor

Court Clerk

Parks/Recreation & Maintenance Group

Parks & Recreation Director

Recreation Supervisor

Maintenance Foreman

Lead Maintenance Worker

Maintenance Worker

Janitor

Special Events Coord/Admin Asst

Town of Camp Verde
Table 1 - Schematic of Occupational Job Classes

Recommended Occupational Job Families and Job Classes

Community Development Group

Community Development Director
Senior Planner
Chief Building Official
Building Inspector
Code Enforcement Officer
Assistant Planner/Admin Assist
Permit Technician

Engineering/Public Works Group

Public Works Director/Town Engineer
Streets Supervisor/Inspector
Streets Maintenance Foreman
Equipment Operator, Senior
Equipment Operator
Laborer

Finance Group

Finance Director
Accountant
Finance Clerk

Housing Group

Housing Director/Planner

Administrative Support Group

Admin Assistant to Town Manager
Administrative Assistant
Receptionist

B. RESULTS OF THE POSITION CLASSIFICATION PROCESS

1. Index of Current to Recommended Job Titles

Table 2, beginning on the following page, lists the Town's current job titles and their recommended new title and disposition.

	<u>Classification Transaction</u>	<u>% of Total</u>
- (M,D) Merged with other class and deleted	6	10.5%
- (S,N) Split into several job classes and no title change	2	3.5%
- (D) Deleted	3	5%
- (N) No change	33	58%
- (T) Title modification only	9	16%
- (J) New job class	4	7%

2. Consolidation of Job Classes

Following are examples of the consolidation of narrow restrictive job classes into broad, general, and flexible job classes of positions within similar ranges of complexity.

<u>Current Job Class Title</u>	<u>New Job Class Title</u>
Children's Library Aide	Senior Library Clerk
Park Maintenance Worker	Maintenance Worker

3. Job Title Clarification

Following are examples of overly broad and non-descriptive job class titles that were modified to convey a more specific occupational designation.

<u>Current Job Class Title</u>	<u>New Job Class Title</u>
Streets Inspector	Streets Supervisor/Inspector
Administrative Assistant	Permit Tech

4. Position Allocation Register

Table 3, following Table 2, is a detailed listing, in current job class order, of the Town's full-time positions with the name of the incumbent, current job title, and its recommended job class title.

	<u>No of Positions</u>	<u>% of Total</u>
- Currently correctly classified	55	69%
- Required title modification only	16	20%
- Reclassified to another job class	9	11%

The summary indicates that 89% of the 80 positions were assigned to the proper occupational job class, and most of those required only a modification to a uniform job title.

**Town of Camp Verde
Position Classification Plan**

Table 2 - Index of Current to Recommended Job Classes

Transaction Codes:

M = Merge Into Other Class

T = Title Modification

D = Delete Class Title

S = Split into Two or More Classes

N = No Change

J = New Job Class

Current Job Class	Recommended Job Class	Trans Code
Town Mgr/Council Group		
Town Manager	Town Manager	N
Marshal Group		
Town Marshal/HR Director	Town Marshal/HR Director	N
Lieutenant	Lieutenant	N
Sergeant	Sergeant	N
Deputy	Deputy	N
Detective	Deputy	M,D
Dispatch Supervisor	Dispatch Supervisor	N
Dispatcher	Dispatcher	S,N
	Dispatcher/Evidence Clerk	J
Animal Control Officer	Animal Control Officer	N
Animal Shelter Operator	Animal Shelter Operator	N
Records Supervisor	Records Specialist	T
Records Clerk	Records Clerk	N
Library Group		
Library Director	Library Director	N
Sr. Librarian	Delete class	D
Children's Librarian	Children's Librarian	N
Librarian	Library Specialist	T
Library Clerk	Senior Library Clerk	T
Children's Library Aide	Senior Library Clerk	M,D
Library Aide	Library Clerk	T
Town Clerk Group		
Town Clerk	Town Clerk	N
Deputy Clerk	Deputy Town Clerk	T
Magistrate Group		
Court Supervisor	Court Supervisor	N
Court Clerk	Court Clerk	N
Court Clerk/Interpreter	Court Clerk	M,D
Parks/Recreation & Maintenance Group		
Parks & Rec Director	Parks & Recreation Director	N
Recreation Supervisor	Recreation Supervisor	N
Maintenance Foreman	Maintenance Foreman	N
Lead Parks Maint Worker	Lead Maintenance Worker	T
Maintenance Worker	Maintenance Worker	N
Park Maintenance Worker	Maintenance Worker	M,D
Janitor	Janitor	N

**Town of Camp Verde
Position Classification Plan**

Table 2 - Index of Current to Recommended Job Classes

Transaction Codes:

M = Merge Into Other Class

T = Title Modification

D = Delete Class Title

S = Split into Two or More Classes

N = No Change

J = New Job Class

Current Job Class	Recommended Job Class	Trans Code
Community Development Group		
Community Development Director	Community Development Director	N
Senior Planner	Senior Planner	N
Chief Building Official	Chief Building Official	N
Building Inspector	Building Inspector	N
Code Enforcement Officer	Code Enforcement Officer	N
Engineering/Public Works Group		
Public Works Director/Town Engineer	Public Works Director/Town Engineer	N
Streets Foreman	Streets Maintenance Foreman	T
Streets Inspector	Streets Supervisor/Inspector	T
Senior Equipment Operator	Equipment Operator, Senior	N
Equipment Operator	Equipment Operator	N
Medium Equipment Operator	Equipment Operator	M,D
Laborer	Laborer	N
Finance Group		
Accountant	Accountant	N
Finance Clerk	Finance Clerk	N
Housing Group		
Housing Director/Planner	Housing Director/Planner	N
Administrative Support Group		
Office Manager	no inc; no PDQ; deleted class	D
Admin Assistant to Town Manager	Admin Assistant to Town Manager	N
Administrative Assistant	Administrative Assistant	S,N
Administrative Assistant/Receptionist	Administrative Assistant	M,D
	Permit Technician	J
	Assistant Planner/Admin Assist	J
Dispatcher/Admin Asst	Special Events Coord/Admin Asst	J
	HR Specialist/Admin Asst	T
Receptionist	Receptionist	N
Clerical	deleted class	D

**Town of Camp Verde
Position Classification Plan**

Table 3 - Recommended Classification of Individual Positions

Transaction Codes:
R = Reclassification

N = No Change
T = Title Modification

Employee Name	Department	Current Job Class	Recommended Job Class	Trans Code
Elliott Lisa	Finance	Accountant	Accountant	N
Brown Carol	Town Manager	Admin Asst. To Mgr	Admin Assistant to Town Manager	N
House Valerie	Building Department	Administrative Assistant	Permit Technician	R
Oium Rebecca	Building Department	Administrative Assistant	Permit Technician	R
Paulsen Virginia	Planning & Zoning	Administrative Assistant	Assistant Planner/Admin Assist	R
Ranney Deborah	Public Works	Administrative Assistant	Administrative Assistant	N
Jones (J) Jessie	Parks & Recreation	Administrative Assistant	Special Events Coord/Admin Asst	R
Goodwin Teresa	Housing Department	Administrative Assistant (PT)	Administrative Assistant	N
McCormick Sharon	Town Clerk	Administrative Assistant/Rec	Administrative Assistant	T
Moore (L) Lynda	Parks & Recreation	Parks & Rec Director	Parks & Recreation Director	N
Hopkins Tarra	Marshal	Animal Shelter Operator	Animal Shelter Operator	N
Foreman Robert	Building Department	Building Inspector	Building Inspector	N
Feldmann Charles	Building	Chief Building Official	Chief Building Official	N
Schuler Peggy	Library	Childrens Librarian	Children's Librarian	N
Lew Kathleen	Library	Children's Library Aide	Senior Library Clerk	T
Buckel Nancy	Community Developm	Community Development Dir	Community Development Director	N
Chavez (J) Jennie	Magistrate	Court Clerk	Court Clerk	N
Clegg Martha	Magistrate	Court Clerk	Court Clerk	N
Urias (M K) Miriam Karina	Magistrate	Court Clerk	Court Clerk	N
Pineda Veronica	Magistrate	Court Clerk/Interpretor	Court Clerk	T
oughety Jacque	Magistrate	Court Supervisor	Court Supervisor	N
Jaizel Thomas	Marshal	Deputy	Deputy	N
Berrelez Oscar	Marshal	Deputy	Deputy	N
Bowers Jeffery	Marshal	Deputy	Deputy	N
Collins Brandon	Marshal	Deputy	Deputy	N
Ellis Larry	Marshal	Deputy	Deputy	N
Freeman David	Marshal	Deputy	Deputy	N
Grover Russell	Marshal	Deputy	Deputy	N
Kontz Samantha	Marshal	Deputy	Deputy	N
Miller Robert	Marshal	Deputy	Deputy	N
Patten Jeffrey	Marshal	Deputy	Deputy	N
Reimer Monte	Marshal	Deputy	Deputy	N
Romero Thomas	Marshal	Deputy	Deputy	N
Todd Travis	Marshal	Deputy	Deputy	N
Watkins Richard	Marshal	Deputy	Deputy	N
Jones Virginia	Town Clerk	Deputy Clerk	Deputy Town Clerk	T
Miller (L) Laura	Marshal	Detective	Deputy	R
O'Donnal Ralph	Marshal	Detective	Deputy	R
Teixeira Sharon	Marshal	Dispatch Supervisor	Dispatch Supervisor	N
Crane Dennis	Marshal	Dispatcher	Dispatcher	N
Ebert Sheila	Marshal	Dispatcher	Dispatcher	N
Piper Mary	Marshal	Dispatcher	Dispatcher	N
Sanchez Nina	Marshal	Dispatcher	Dispatcher	N
Toogood Jason	Marshal	Dispatcher	Dispatcher	N
Hughes Debbie	Marshal	Dispatcher	Dispatcher/Evidence Clerk	R
artin Debra	Marshal	Dispatcher/Admin Assistant	HR Specialist/Admin Asst	T
arker Thyna	Finance	Finance Clerk	Finance Clerk	N
morris Matthew	Housing/Planning	Housing Director/Planner	Housing Director/Planner	N

**Town of Camp Verde
Position Classification Plan**

Table 3 - Recommended Classification of Individual Positions

Transaction Codes:
R = Reclassification

N = No Change
T = Title Modification

Employee Name	Department	Current Job Class	Recommended Job Class	Trans Code
Trahin Yolanda	Janitorial	Janitor	Janitor	N
Urias Maria	Janitorial	Janitor	Janitor	N
Lizotte Michael	Streets	Laborer	Equipment Operator	R
Chavez Robert	Parks & Recreation	Lead Parks Maint Worker	Lead Maintenance Worker	T
Archull Janice	Library	Librarian	Library Specialist	T
Ellison Terry	Library	Librarian	Library Specialist	T
Foster Valerie	Library	Library Aide	Library Clerk	T
Gottschalk Alice	Library	Library Clerk	Senior Library Clerk	T
Laurito Gerard	Library	Library Director	Library Director	N
Huff Earl	Marshal	Lieutenant	Lieutenant	N
Dumas Michael	Parks & Recreation	Maintenance Foreman	Maintenance Foreman	N
Allen Royce	Maintenance	Maintenance Worker	Maintenance Worker	N
Yeager Damen	Maintenance	Maintenance Worker	Maintenance Worker	N
Benally William	Streets	Medium Equipment Operator	Equipment Operator	T
Hammond David	Streets	Medium Equipment Operator	Equipment Operator	T
Moore Teri	Marshal	Animal Control Officer	Animal Control Officer	N
Payne Darrell	Parks & Recreation	Parks Maintenance	Maintenance Worker	T
Long Ronald	Engineer/Public Work	Public Works Director/Town I	Public Works Director/Town Engir	N
Hicks Donna	Library	Receptionist	Library Clerk	R
Yantis Lizotte Cailin	Marshal	Records Clerk	Records Clerk	N
runo Robin	Marshal	Records Supervisor	Records Specialist	T
Perez Joseph	Parks & Recreation	Recreation Supervisor	Recreation Supervisor	N
Jenkins Michael	Planning & Zoning	Senior Planner	Senior Planner	N
Andrews Brian	Marshal	Sergeant	Sergeant	N
Owsley Roscoe	Marshal	Sergeant	Sergeant	N
Ganis Steven	Marshal	Sergeant - Detective	Sergeant	N
Dart Jeffrey	Marshal	Sergeant - Patrol	Sergeant	N
Trahin (Luis) Luis	Streets	Streets Foreman	Streets Maintenance Foreman	T
Buckel (Marvin) Marvin	Streets	Streets Inspector	Streets Supervisor/Inspector	T
Barber Deborah	Town Clerk	Town Clerk	Town Clerk	N
Scannell Michael	Town Manager	Town Manager	Town Manager	N
Smith David	Marshal/Personnel	Town Marshal/HR Director	Town Marshal/HR Director	N

3. EXTERNAL COMPETITIVENESS COMPARISONS

The following paragraphs and tables compare the Town's current salary structure (salary range Midpoint) to those for similar occupations at comparator employers with whom the Town competes to obtain and retain high quality staff.

A. SOURCES OF EXTERNAL DATA

1. Pay Plans of Individual Comparator Organizations:

In order to maintain the statistical reliability of the external prevailing rate database, we obtained the complete salary plans from the following jurisdictions and extracted data on their job classes matching the Town's salary survey benchmarks.

Town of Chino Valley	Town of Prescott Valley
City of Cottonwood	City of Sedona
City of Flagstaff	City of Show Low
Town of Payson	City of Winslow
City of Prescott	Yavapai County

2. Additional Comparators for Director Level Positions:

For size-sensitive, regionally recruited executive level positions, we extracted data on occupational job classes similar to those employed by the Town from the following additional four jurisdictions for informational purposes only.

City of Avondale
City of Goodyear
City of Surprise
City of Yuma

B. DATA PROJECTION

We factored the external data from all sources forward from their date of collection to the common date of January 1, 2009 which is the projected implementation date, by the annual prevailing rate increase (PRI) factor of 3.75%.

C. SALARY RANGE MIDPOINT COMPARISON

We utilized the standard "structure-to-structure" method to compare the Town's salary structure to the prevailing rates. The Town's salary structures and the prevailing rates are represented by their Midpoints, which are the amounts employers pay for sustained competent job performance.

The Midpoint is the most objective, occupation-specific and consistent component of salary structures among employers, as the varying widths of salary ranges are too great to utilize Minimum or Maximum. Midpoint is not affected by actual salary averages which may reflect longevity, pay-for-performance, and a myriad of subjective salary plan administration characteristics of the comparator employers. When individual salary plans were comprised of steps, the beginning and ending steps were added and the sum divided by two (2) to calculate a true midpoint.

D. BENCHMARK OCCUPATIONS

The Town competes with a variety of employers in different geographical areas for two distinct groups of occupational job classes.

1. Executive and Senior Management Positions:

We suggested that the salary structure for these size-sensitive positions be compared to other Arizona locations of slightly larger size population or geographic location due to recruiting issues. Population, although not the only indicator of job complexity, is the most important, and is the standard utilized in salary surveys. In our opinion the selected comparators approximates the range of job complexity of the Town's executive and senior management positions.

The following 11 positions are in this job group.

- | | |
|--------------------------------|-------------------------------------|
| Community Development Director | Public Works Director/Town Engineer |
| Finance Director | Town Clerk |
| Human Resources Director | Town Engineer |
| Library Director | Town Manager |
| Magistrate | Town Marshal/HR Director |
| Parks & Recreation Director | |

2. Local Government-Specific Occupations:

For a large number of non-executive positions, the Town competes primarily within the local area. These occupations are not size-sensitive and we extracted salary data on comparable occupations for the following benchmark positions.

- | | | |
|----------------------------|----------------------------|-----------------------------|
| Accountant | Deputy | Lead Maintenance Worker |
| Admin Asst to Town Manager | Deputy Town Clerk | Library Specialist |
| Admin Asst/HR Specialist | Dispatch Supervisor | Maintenance Worker |
| Administrative Assistant | Dispatcher | Permit Technician |
| Animal Control Officer | Dispatcher/Evidence Clerk | Records Clerk |
| Building Inspector | Equipment Operator | Recreation Supervisor |
| Chief Building Official | Equipment Operator, Senior | Senior Library Clerk |
| Children's Librarian | Finance Clerk | Senior Planner |
| Code Enforcement Officer | HR Spec/Admin Assistant | Sergeant |
| Court Clerk | Janitor | Streets Maintenance Foreman |
| Court Supervisor | | |

We recommend that the Town utilize the above referenced prevailing rate comparisons for the following reasons.

- Provides the largest sample of job classes for the most reliable comparisons
- Focuses on the employers most like the Town in scope and type of services
- Reduces statistical complexity required for melding data from different surveys
- Increases level of understanding by the employees of the comparison process

E. EXTERNAL PREVAILING RATE COMPARISON

Table 4 following this page, summarizes the comparison of the Town's current salary structure midpoints for all benchmark job classes, to the prevailing rates of all the comparator employers from all the salary survey sources.

NOTE: Relationship of +/- 5% to the prevailing rates is considered comparable to the prevailing rates.

<u>Relationship to Prevailing Rates</u>	<u>Benchmark Job Classes</u>	<u>% of Sample</u>	<u>Average Variance</u>	<u>Range of Variance</u>
Below	25	61%	-17.61%	-38.87% / -6.67%
Comparable	9	22%	-0.73%	-4.04% / +3.30%
Above	3	7%	+9.00%	+6.62% / +10.89%
For Info Only	4	10%		

The Town is a competitive employer (within 5% of the prevailing rates) for 29% of the benchmark job classes, and is not a competitive employer (-5% or more below the prevailing rates) for 61% of the benchmark job classes. 10% of the benchmarks are for informational purposes only.

**Town of Camp Verde
FY 2009 Salary Plan
Table 4 - External Prevailing Rates Comparison**

Job Classification Title	Current Midpoint	01/01/09 Aged Survey Midpoint	Variance	
			\$	%
Town Marshal/HR Director	\$64,210	\$105,030	-\$40,820	-38.87%
Public Works Director/Town Engineer	\$64,210	\$95,603	-\$31,393	-32.84%
Community Development Director	\$64,210	\$93,564	-\$29,354	-31.37%
Town Engineer	\$64,210	\$90,917	-\$26,707	-29.37%
Human Resources Director	\$64,210	\$88,037	-\$23,827	-27.06%
Finance Director	\$64,210	\$84,622	-\$20,412	-24.12%
Parks & Recreation Director	\$64,210	\$81,938	-\$17,729	-21.64%
Library Specialist	\$31,493	\$39,349	-\$7,857	-19.97%
Sergeant	\$51,423	\$64,235	-\$12,812	-19.95%
Children's Librarian	\$38,473	\$47,982	-\$9,508	-19.82%
Library Director	\$64,210	\$77,001	-\$12,791	-16.61%
Deputy Town Clerk	\$38,473	\$46,118	-\$7,645	-16.58%
Admin Assistant to Town Manager	\$38,473	\$45,405	-\$6,931	-15.27%
Recreation Supervisor	\$39,060	\$45,962	-\$6,902	-15.02%
Building Inspector	\$39,648	\$46,340	-\$6,692	-14.44%
Senior Planner	\$51,423	\$59,669	-\$8,246	-13.82%
Equipment Operator	\$31,493	\$36,307	-\$4,814	-13.26%
Records Clerk	\$30,547	\$34,311	-\$3,764	-10.97%
Town Clerk	\$64,210	\$71,916	-\$7,706	-10.72%
Court Supervisor	\$47,085	\$52,036	-\$4,951	-9.51%
HR Specialist/Admin Asst	\$38,473	\$42,350	-\$3,876	-9.15%
Deputy	\$47,085	\$51,587	-\$4,502	-8.73%
Streets Maintenance Foreman	\$47,085	\$50,925	-\$3,840	-7.54%
Lead Maintenance Worker	\$38,473	\$41,395	-\$2,922	-7.06%
Accountant	\$41,214	\$44,158	-\$2,944	-6.67%
Equipment Operator, Senior	\$38,473	\$40,095	-\$1,622	-4.04%
Dispatch Supervisor	\$47,085	\$48,807	-\$1,722	-3.53%
Dispatcher	\$38,473	\$39,638	-\$1,165	-2.94%
Senior Library Clerk	\$30,547	\$31,032	-\$486	-1.57%
Maintenance Worker	\$31,493	\$31,988	-\$495	-1.55%
Janitor	\$27,839	\$27,907	-\$68	-0.24%
Administrative Assistant	\$38,473	\$37,917	\$556	1.47%
Permit Technician	\$38,473	\$37,529	\$944	2.52%
Dispatcher/Evidence Clerk	\$38,473	\$37,243	\$1,230	3.30%
Finance Clerk	\$38,473	\$36,083	\$2,390	6.62%
Court Clerk	\$38,473	\$35,137	\$3,337	9.50%
Animal Control Officer	\$39,648	\$35,755	\$3,892	10.89%
FOR INFORMATIONAL PURPOSES ONLY				
Town Manager		\$137,504		
Magistrate		\$81,782		
Chief Building Official	\$47,085	\$67,089	-\$20,004	-29.82%
Code Enforcement Officer		\$41,738		

4. RECOMMENDED SALARY RANGE STRUCTURE

The salary table, on the following page, is the recommended single consolidated salary range table for the Town.

A. RECOMMENDED SINGLE SALARY RANGE TABLE

The recommended Permanent Salary Range Table provides equal in-range salary opportunity of approximately 50% from Minimum to Maximum. The salary ranges are separated by a uniform 2.5%, permitting job classes to be precisely linked to the external prevailing rates, the Town's salary competitiveness policy, and internal job relationships, through their Midpoints.

The Table's 88 ranges exceed the dollar ranges required to encompass the FY 2009 prevailing rates, permitting the plan to be updated in future years to accommodate the anticipated increases in the prevailing rates. Additional salary ranges may be added.

B. ANNUAL SALARY RANGE ADJUSTMENTS

Job classes are individually reassigned to different salary ranges on an annual basis to reflect the varying movement in the external prevailing rate (if any) for each job class. The Permanent Salary Range Table should not be adjusted by blanket percentages or flat dollar amounts, as that will adversely impact the Town's external competitiveness and the internal equity of the salary plan.

**Town of Camp Verde
Permanent Salary Range Table**

Range	MIN	MID	MAX		Range	MIN	MID	MAX
11	\$13,712	\$17,289	\$20,865		55	\$40,641	\$51,240	\$61,839
12	\$14,055	\$17,721	\$21,386		56	\$41,657	\$52,521	\$63,385
13	\$14,406	\$18,164	\$21,921		57	\$42,698	\$53,834	\$64,970
14	\$14,767	\$18,618	\$22,469		58	\$43,765	\$55,180	\$66,594
15	\$15,136	\$19,083	\$23,031		59	\$44,860	\$56,559	\$68,259
16	\$15,514	\$19,560	\$23,607		60	\$45,981	\$57,973	\$69,966
17	\$15,902	\$20,049	\$24,197		61	\$47,131	\$59,423	\$71,715
18	\$16,300	\$20,551	\$24,802		62	\$48,309	\$60,908	\$73,508
19	\$16,707	\$21,064	\$25,422		63	\$49,517	\$62,431	\$75,345
20	\$17,125	\$21,591	\$26,057		64	\$50,754	\$63,992	\$77,229
21	\$17,553	\$22,131	\$26,709		65	\$52,023	\$65,591	\$79,160
22	\$17,992	\$22,684	\$27,376		66	\$53,324	\$67,231	\$81,139
23	\$18,441	\$23,251	\$28,061		67	\$54,657	\$68,912	\$83,167
24	\$18,903	\$23,832	\$28,762		68	\$56,023	\$70,635	\$85,246
25	\$19,375	\$24,428	\$29,481		69	\$57,424	\$72,401	\$87,377
26	\$19,859	\$25,039	\$30,219		70	\$58,860	\$74,211	\$89,562
27	\$20,356	\$25,665	\$30,974		71	\$60,331	\$76,066	\$91,801
28	\$20,865	\$26,307	\$31,748		72	\$61,839	\$77,968	\$94,096
29	\$21,386	\$26,964	\$32,542		73	\$63,385	\$79,917	\$96,448
30	\$21,921	\$27,638	\$33,356		74	\$64,970	\$81,915	\$98,860
31	\$22,469	\$28,329	\$34,189		75	\$66,594	\$83,963	\$101,331
32	\$23,031	\$29,038	\$35,044		76	\$68,259	\$86,062	\$103,864
33	\$23,607	\$29,763	\$35,920		77	\$69,966	\$88,213	\$106,461
34	\$24,197	\$30,508	\$36,818		78	\$71,715	\$90,419	\$109,122
35	\$24,802	\$31,270	\$37,739		79	\$73,508	\$92,679	\$111,850
36	\$25,422	\$32,052	\$38,682		80	\$75,345	\$94,996	\$114,647
37	\$26,057	\$32,853	\$39,649		81	\$77,229	\$97,371	\$117,513
38	\$26,709	\$33,675	\$40,641		82	\$79,160	\$99,805	\$120,451
39	\$27,376	\$34,517	\$41,657		83	\$81,139	\$102,300	\$123,462
40	\$28,061	\$35,379	\$42,698		84	\$83,167	\$104,858	\$126,549
41	\$28,762	\$36,264	\$43,765		85	\$85,246	\$107,479	\$129,712
42	\$29,481	\$37,170	\$44,860		86	\$87,377	\$110,166	\$132,955
43	\$30,219	\$38,100	\$45,981		87	\$89,562	\$112,920	\$136,279
44	\$30,974	\$39,052	\$47,131		88	\$91,801	\$115,743	\$139,686
45	\$31,748	\$40,029	\$48,309		89	\$94,096	\$118,637	\$143,178
46	\$32,542	\$41,029	\$49,517		90	\$96,448	\$121,603	\$146,757
47	\$33,356	\$42,055	\$50,754		91	\$98,860	\$124,643	\$150,426
48	\$34,189	\$43,106	\$52,023		92	\$101,331	\$127,759	\$154,187
49	\$35,044	\$44,184	\$53,324		93	\$103,864	\$130,953	\$158,042
50	\$35,920	\$45,289	\$54,657		94	\$106,461	\$134,227	\$161,993
51	\$36,818	\$46,421	\$56,023		95	\$109,122	\$137,583	\$166,043
52	\$37,739	\$47,581	\$57,424		96	\$111,850	\$141,022	\$170,194
53	\$38,682	\$48,771	\$58,860		97	\$114,647	\$144,548	\$174,449
54	\$39,649	\$49,990	\$60,331		98	\$117,513	\$148,161	\$178,810

5. RECOMMENDED FY 2009 BASE SALARY PLAN

The following narratives and tables describe the recommended FY 2009 salary plan for the Town and its estimated fiscal impact.

A. RECOMMENDED FLEXIBLE SALARY COMPETITIVENESS POLICY

Salary *policy* is the Town's expression of *where* it will place its salary levels in relation to the prevailing rates, expressed as a *percentage* of the external prevailing rates.

Permanent Prevailing Rate Salary Policy

We recommend that the Town adopt a permanent policy to place its salary competitiveness policy at 95% of the prevailing rates. "*At the prevailing rates*" is defined as +/- 5% of the survey jobs' averages matching the benchmark job classes. An illustrative prevailing rate resolution wording is:

"It is the policy of the Town of Camp Verde to place its salary range assignments at 95% of the prevailing rates paid for similar occupations by the public employers with whom we compete for high quality staff, if financially able, based on the non-weighted average rates of the designated comparator employers."

This flexible policy will permit the Town to consider significant factors relating to internal occupational group relationships, supply and demand in the marketplace for specific occupations, and financial constraints.

B. ASSIGNMENT OF JOB CLASSES TO SALARY RANGES

Tables 5 and 6, on the following pages are the recommended FY 2009 salary ranges for each of the Town's job classes in occupational group order (Table 5) and salary range order (Table 6). Benchmark job classes (indicated by an asterisk) were placed as close to the prevailing rates for comparable job classes as was practical, by matching the Town's salary range Midpoints to the survey benchmark rates.

We utilized our professional judgment to prevent illogical relationships that could result from survey data directly linked into salary ranges, as there is no automatic logical job content relationship among survey data collected from various employers. Non-benchmark job classes were linked to benchmark job classes by professional judgment, as detailed in Table 7, following Table 6.

C. ESTIMATED FISCAL IMPACT OF THE RECOMMENDED SALARY PLAN

1. Table 8, page 23, summarizes the estimated fiscal impact for the salary plan. Should the Town decide to position itself at 95% of the market place, it will cost an estimated \$40,293 (1.19% of base payroll) to bring the 22 employees to the recommended Minimum for their salary range. This does not included any in-range adjustments the Town may wish to consider.
2. Table 9, page 24, summarizes the estimated fiscal impact to minimum for the salary plan by department/division.

**Town of Camp Verde
FY 2009 Salary Plan**

Table 5 - Salary Ranges Per Job Class - (Job Class Order) at 95% of Market

Current Occupational Job Families and Job Classes	Recommended Occupational Job Families and Job Classes	-- Recommended 95% --			
		Range	Minimum	Midpoint	Maximum
Town Manager Group					
* Town Manager	Town Manager	93	\$103,864	\$130,953	\$158,042
Marshal Group					
* Town Marshal/HR Director	Town Marshal/HR Director	82	\$79,160	\$99,805	\$120,451
Lieutenant	Lieutenant	72	\$61,839	\$77,968	\$94,096
* Sergeant	Sergeant	62	\$48,309	\$60,908	\$73,508
* Deputy	Deputy	53	\$38,682	\$48,771	\$58,860
Detective	Deputy				
* Dispatch Supervisor	Dispatch Supervisor	48	\$34,189	\$43,106	\$52,023
* Dispatcher	Dispatcher	43	\$30,219	\$38,100	\$45,981
*	Dispatcher/Evidence Clerk	43	\$30,219	\$38,100	\$45,981
* Animal Control Officer	Animal Control Officer	38	\$26,709	\$33,675	\$40,641
Animal Shelter Operator	Animal Shelter Operator	36	\$25,422	\$32,052	\$38,682
Records Supervisor	Records Specialist	43	\$30,219	\$38,100	\$45,981
* Records Clerk	Records Clerk	37	\$26,057	\$32,853	\$39,649
* Dispatcher/Admin Asst	HR Specialist/Admin Asst	45	\$31,748	\$40,029	\$48,309
Library Group					
* Library Director	Library Director	69	\$57,424	\$72,401	\$87,377
Sr. Librarian	Delete class				
* Children's Librarian	Children's Librarian	49	\$35,044	\$44,184	\$53,324
* Librarian	Library Specialist	39	\$27,376	\$34,517	\$41,657
* Library Clerk	Senior Library Clerk	33	\$23,607	\$29,763	\$35,920
Children's Library Aide	Senior Library Clerk				
Library Aide	Library Clerk	29	\$21,386	\$26,964	\$32,542
Town Clerk Group					
* Town Clerk	Town Clerk	67	\$54,657	\$68,912	\$83,167
* Deputy Clerk	Deputy Town Clerk	49	\$35,044	\$44,184	\$53,324
Magistrate Group					
* Court Supervisor	Court Supervisor	50	\$35,920	\$45,289	\$54,657
* Court Clerk	Court Clerk	40	\$28,061	\$35,379	\$42,698
Court Clerk/Interpreter	Court Clerk				
Parks/Recreation & Maintenance Group					
* Parks & Rec Director	Parks & Recreation Director	72	\$61,839	\$77,968	\$94,096
* Recreation Supervisor	Recreation Supervisor	49	\$35,044	\$44,184	\$53,324
Maintenance Foreman	Maintenance Foreman	48	\$34,189	\$43,106	\$52,023
* Lead Parks Maint Worker	Lead Maintenance Worker	44	\$30,974	\$39,052	\$47,131
* Maintenance Worker	Maintenance Worker	34	\$24,197	\$30,508	\$36,818
Park Maintenance Worker	Maintenance Worker				
* Janitor	Janitor	28	\$20,865	\$26,307	\$31,748
	Special Events Coord/Admin Asst	45	\$31,748	\$40,029	\$48,309

**Town of Camp Verde
FY 2009 Salary Plan**

Table 5 - Salary Ranges Per Job Class - (Job Class Order) at 95% of Market

Current Occupational Job Families and Job Classes	Recommended Occupational Job Families and Job Classes	-- Recommended 95% --			
		Range	Minimum	Midpoint	Maximum
Community Development Group					
* Community Development Director	Community Development Director	77	\$69,966	\$88,213	\$106,461
* Senior Planner	Senior Planner	59	\$44,860	\$56,559	\$68,259
* Chief Building Official	Chief Building Official	64	\$50,754	\$63,992	\$77,229
* Building Inspector	Building Inspector	49	\$35,044	\$44,184	\$53,324
* Code Enforcement Officer (Open)	Code Enforcement Officer	45	\$31,748	\$40,029	\$48,309
	Assistant Planner/Admin Assist	46	\$32,542	\$41,029	\$49,517
	Permit Technician	42	\$29,481	\$37,170	\$44,860
Engineering/Public Works Group					
* Public Works Dir/Town Engineer	Public Works Director/Town Engineer	78	\$71,715	\$90,419	\$109,122
Streets Inspector	Streets Supervisor/Inspector	56	\$41,657	\$52,521	\$63,385
* Streets Foreman	Streets Maintenance Foreman	52	\$37,739	\$47,581	\$57,424
* Senior Equipment Operator	Equipment Operator, Senior	43	\$30,219	\$38,100	\$45,981
* Equipment Operator	Equipment Operator	39	\$27,376	\$34,517	\$41,657
Medium Equipment Operator	Equipment Operator				
Laborer	Laborer	33	\$23,607	\$29,763	\$35,920
Finance Group					
* Finance Director	Finance Director	73	\$63,385	\$79,917	\$96,448
* Accountant	Accountant	46	\$32,542	\$41,029	\$49,517
* Finance Clerk	Finance Clerk	40	\$28,061	\$35,379	\$42,698
Housing Group					
Housing Director/Planner	Housing Director/Planner	68	\$56,023	\$70,635	\$85,246
Administrative Support Group					
Office Manager	deleted class				
* Admin Assistant to Town Manager	Admin Assistant to Town Manager	48	\$34,189	\$43,106	\$52,023
* Administrative Assistant	Administrative Assistant	42	\$29,481	\$37,170	\$44,860
Administrative Assistant/Receptionis	Administrative Assistant				
Receptionist	Receptionist	32	\$23,031	\$29,038	\$35,044
Clerical	deleted class				
Contract Position for Informational Purposes Only					
* Magistrate	Magistrate	cont			

**Town of Camp Verde
FY 2009 Salary Plan**

Table 6 - Salary Ranges Per Job Class - (Salary Range Order) at 95% of Market

Current Occupational Job Families and Job Classes	Recommended Occupational Job Families and Job Classes	-- Recommended 95% --			
		Range	Minimum	Midpoint	Maximum
* Town Manager	Town Manager	93	\$103,864	\$130,953	\$158,042
* Town Marshal/HR Director	Town Marshal/HR Director	82	\$79,160	\$99,805	\$120,451
* Public Works Dir/Town Engineer	Public Works Director/Town Engineer	78	\$71,715	\$90,419	\$109,122
* Community Development Director	Community Development Director	77	\$69,966	\$88,213	\$106,461
* Finance Director	Finance Director	73	\$63,385	\$79,917	\$96,448
Lieutenant	Lieutenant	72	\$61,839	\$77,968	\$94,096
* Parks & Rec Director	Parks & Recreation Director	72	\$61,839	\$77,968	\$94,096
* Library Director	Library Director	69	\$57,424	\$72,401	\$87,377
Housing Director/Planner	Housing Director/Planner	68	\$56,023	\$70,635	\$85,246
* Town Clerk	Town Clerk	67	\$54,657	\$68,912	\$83,167
* Chief Building Official	Chief Building Official	64	\$50,754	\$63,992	\$77,229
* Sergeant	Sergeant	62	\$48,309	\$60,908	\$73,508
* Senior Planner	Senior Planner	59	\$44,860	\$56,559	\$68,259
Streets Inspector	Streets Supervisor/Inspector	56	\$41,657	\$52,521	\$63,385
* Deputy	Deputy	53	\$38,682	\$48,771	\$58,860
* Streets Foreman	Streets Maintenance Foreman	52	\$37,739	\$47,581	\$57,424
* Court Supervisor	Court Supervisor	50	\$35,920	\$45,289	\$54,657
* Children's Librarian	Children's Librarian	49	\$35,044	\$44,184	\$53,324
* Deputy Clerk	Deputy Town Clerk	49	\$35,044	\$44,184	\$53,324
* Recreation Supervisor	Recreation Supervisor	49	\$35,044	\$44,184	\$53,324
* Building Inspector	Building Inspector	49	\$35,044	\$44,184	\$53,324
* Dispatch Supervisor	Dispatch Supervisor	48	\$34,189	\$43,106	\$52,023
Maintenance Foreman	Maintenance Foreman	48	\$34,189	\$43,106	\$52,023
* Admin Assistant to Town Manager	Admin Assistant to Town Manager	48	\$34,189	\$43,106	\$52,023
	Assistant Planner/Admin Assist	46	\$32,542	\$41,029	\$49,517
* Accountant	Accountant	46	\$32,542	\$41,029	\$49,517

**Town of Camp Verde
FY 2009 Salary Plan**

Table 6 - Salary Ranges Per Job Class - (Salary Range Order) at 95% of Market

Current Occupational Job Families and Job Classes	Recommended Occupational Job Families and Job Classes	-- Recommended 95% --			
		Range	Minimum	Midpoint	Maximum
* Dispatcher/Admin Asst	HR Specialist/Admin Asst	45	\$31,748	\$40,029	\$48,309
	Special Events Coord/Admin Asst	45	\$31,748	\$40,029	\$48,309
* Code Enforcement Officer (Open)	Code Enforcement Officer	45	\$31,748	\$40,029	\$48,309
* Lead Parks Maint Worker	Lead Maintenance Worker	44	\$30,974	\$39,052	\$47,131
* Dispatcher	Dispatcher	43	\$30,219	\$38,100	\$45,981
*	Dispatcher/Evidence Clerk	43	\$30,219	\$38,100	\$45,981
Records Supervisor	Records Specialist	43	\$30,219	\$38,100	\$45,981
* Senior Equipment Operator	Equipment Operator, Senior	43	\$30,219	\$38,100	\$45,981
*	Permit Technician	42	\$29,481	\$37,170	\$44,860
* Administrative Assistant	Administrative Assistant	42	\$29,481	\$37,170	\$44,860
* Court Clerk	Court Clerk	40	\$28,061	\$35,379	\$42,698
* Finance Clerk	Finance Clerk	40	\$28,061	\$35,379	\$42,698
* Librarian	Library Specialist	39	\$27,376	\$34,517	\$41,657
* Equipment Operator	Equipment Operator	39	\$27,376	\$34,517	\$41,657
* Animal Control Officer	Animal Control Officer	38	\$26,709	\$33,675	\$40,641
* Records Clerk	Records Clerk	37	\$26,057	\$32,853	\$39,649
Animal Shelter Operator	Animal Shelter Operator	36	\$25,422	\$32,052	\$38,682
* Maintenance Worker	Maintenance Worker	34	\$24,197	\$30,508	\$36,818
* Library Clerk	Senior Library Clerk	33	\$23,607	\$29,763	\$35,920
Laborer	Laborer	33	\$23,607	\$29,763	\$35,920
Receptionist	Receptionist	32	\$23,031	\$29,038	\$35,044
Library Aide	Library Clerk	29	\$21,386	\$26,964	\$32,542
* Janitor	Janitor	28	\$20,865	\$26,307	\$31,748

Town of Camp Verde

FY 2009

Salary Plan

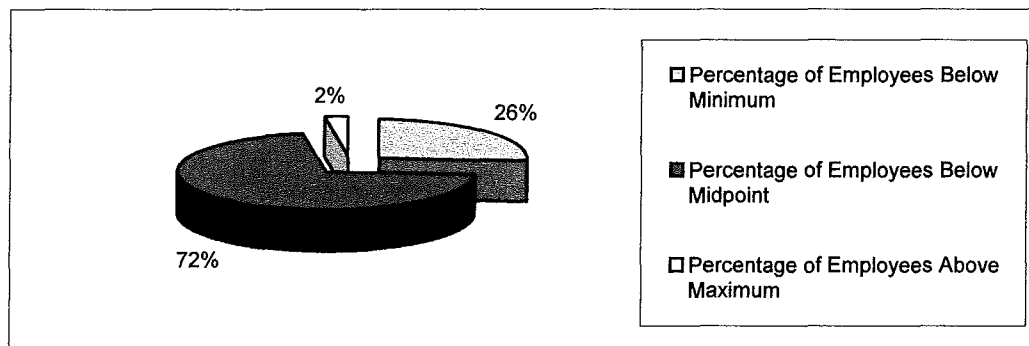
Table 7 - Non-Benchmark to Benchmark Linkage Table

This table is to be utilized as a guide during annual salary plan updates, permitting non-benchmark job classes to be adjusted by the same number of salary ranges as the salary survey benchmark job class to which they have been linked.

Non-Benchmark Job Class	Benchmark Job Class
Animal Shelter Operator	Animal Control Officer
Assistant Planner/Admin Assist	Senior Planner
Housing Director/Planner	Senior Planner
Laborer	Equipment Operator
Library Clerk	Senior Library Clerk
Lieutenant	Sergeant
Parks Maintenance Foreman	Lead Maintenance Worker
Receptionist	Administrative Assistant
Records Specialist	Records Clerk
Special Events Coord/Admin Asst	Administrative Assistant
Streets Supervisor/Inspector	Streets Maintenance Foreman

Town of Camp Verde
Table 8 - Estimated Fiscal Impact of FY 2009 Salary Plan
95% of Prevailing Rates Competitiveness Policy

@ 95%	
Number of Employees	80
Total Payroll	\$3,376,465
Number of Employees Below Minimum	22
As % of total employees	27.50%
Total \$ below Minimum	\$40,293
As % of total payroll	1.19%
Average amount below Minimum	\$1,832
Number of Employees Below Midpoint (includes below MIN)	60
As % of total employees	75.00%
Total \$ below Midpoint	\$414,755
As % of total payroll	12.28%
Average amount below Midpoint	\$6,913
Number of Employees Below Min & Nearest Step	18
As % of total employees	22.50%
Number of Employees Above Maximum	2
As % of total employees	2.50%
Total \$ over Maximum	\$6,901
As % of total payroll	0.20%
Average amount over Maximum	\$3,450



Town of Camp Verde
Table 9 - Estimated Fiscal Impact of FY 2009 Salary Plan by Department
95% of Prevailing Rates Competitiveness Policy

Department	# of Employees	Total Payroll of Department	# of Employees Below Min	Total \$ Below Min	# of Employees Below Mid	Total \$ Below Mid	# of Employees Above Max	Total \$ over Max
Building	1	\$60,244	0	\$0	1	\$3,747	0	\$0
Building Department	3	\$103,842	1	\$16	3	\$14,667	0	\$0
Community Development	1	\$65,772	1	\$4,194	1	\$18,248	0	\$0
Engineer/Public Works	1	\$86,553	0	\$0	1	\$3,866	0	\$0
Finance	2	\$88,181	0	\$0	0	\$0	0	\$0
Housing Department	1	\$27,873	1	\$1,609	1	\$7,689	0	\$0
Housing/Planning	1	\$56,709	0	\$0	1	\$13,925	0	\$0
Janitorial	2	\$50,111	0	\$0	1	\$4,026	0	\$0
Library	8	\$264,822	4	\$6,550	6	\$38,280	0	\$0
Magistrate	5	\$202,564	1	\$167	2	\$7,863	1	\$6,063
Maintenance	2	\$58,616	0	\$0	1	\$3,363	0	\$0
Marshal	33	\$1,409,892	8	\$7,457	25	\$168,777	0	\$0
Marshal/Personnel	1	\$82,140	0	\$0	1	\$17,666	0	\$0
Parks & Recreation	6	\$229,494	2	\$11,619	5	\$37,118	0	\$0
Planning & Zoning	2	\$84,775	1	\$1,756	2	\$11,058	0	\$0
Public Works	1	\$33,978	0	\$0	1	\$3,192	0	\$0
Streets	5	\$179,019	2	\$926	5	\$23,707	0	\$0
Town Clerk	3	\$148,318	0	\$0	2	\$10,475	1	\$838
Town Manager	2	\$143,562	1	\$5,999	1	\$27,089	0	\$0
Totals:	80	\$3,376,465	22	\$40,293	60	\$414,755	2	\$6,901

24

6. INITIAL IMPLEMENTATION OF FY 2009 SALARY PLAN

The initial implementation of the Town's updated salary plan for FY 2009 will be controlled by the Town's financial resources, and therefore balanced between the Town's desire to pay all employees at the prevailing rates for their occupations and available funds. The following optional approaches are provided for the Town to select, or modify, the one best suited to its compensation philosophy, historical practices, and available funds.

A. SALARIES BELOW MINIMUM

We recommend that the salaries of all employees whose current amount is less than the Minimum of the salary range for their position's job class be increased to that Minimum amount on the effective date of the updated salary plan.

B. ALTERNATIVE APPROACHES TO IN-RANGE ADJUSTMENTS

In-range adjustments can be made after the plan's effective date (and after all salaries have been adjusted up to Minimum), according to one of the following approaches and funding level options.

Approach A - Position in Range

<u>Quartile Within Salary Range</u>	<u>Compa- Ratio</u>	<u>-----Variable Funding Level-----</u>		
		<u>Option 1 Increase</u>	<u>Option 2 Increase</u>	<u>Option 3 Increase</u>
First	83%- 94%	5%	4%	3%
Second	95%-104%	4%	3%	2%
Third	105%-109%	3%	2%	0%
Fourth	110%-117%	2%	0%	0%

This approach moves the salaries of those who are furthest from the prevailing rate (Midpoint) at a faster pace than those who are paid nearer or above the prevailing rates, while providing in-range salary advancement to most employees.

Approach B - Longevity/Percentage Increase

This approach provides in-range increases based on years of Town service.

<u>Years of Service</u>	<u>-----Variable Funding Level-----</u>		
	<u>Option 1 Increase</u>	<u>Option 2 Increase</u>	<u>Option 3 Increase</u>
Less than 1 year	2.0%	1.5%	1.0%
1 – 5 years	2.5%	2.0%	1.5%
6 – 10 years	3.0%	2.5%	2.0%
11 – 15 years	3.5%	3.0%	2.5%
16 – 20 years	4.0%	3.5%	3.0%
Over 20 years	4.5%	4.0%	3.5%

Approach C - Longevity/Compa-Ratio

This approach places individuals at specific positions within the salary range based on their years of Town service, and does not decrease their current salary amount if it exceeds the designated compa-ratio. This approach can be modified to reflect years in position rather than years of service.

	-----Variable Funding Level-----		
<u>Years</u>	<u>Compa- Ratio</u>	<u>Compa- Ratio</u>	<u>Compa- Ratio</u>
Less than 1 year	85%	83%	80%
1 – 5 years	90%	88%	85%
6 – 10 years	95%	93%	90%
11 – 15 years	100%	98%	95%
16 – 20 years	105%	103%	100%
Over 20 years	110%	107%	105%

We recommend that the Town test the fiscal feasibility of all initial implementation approaches by computing the per-employee cost for each alternative method.

7. SALARY ADMINISTRATION

Detailed procedures for the administration and update of the Town's salary plan are contained in the separately provided *PSPC Salary Administration Procedure Guide*. Following are several key salary plan maintenance procedures.

A. FUNDING INITIAL IMPLEMENTATION AND ANNUAL UPDATES

We recommend the FY 2009 salary plan be established and subsequent updates made on the basis of the external prevailing rates. The annual prevailing rate increase (PRI) factor is a broad composite of the job market's reactions to the cost of living (CPI), recently completed collective bargaining agreements, and supply and demand for specific occupations.

All funds for initial implementation and/or annual updates should be combined into one single prevailing rate maintenance (PRM) budget authorized by the Town. Across-the-board or universal flat amount salary increases significantly impair external competitiveness, internal equity, and merit increase opportunity.

B. ANNUAL PLAN UPDATE STEPS

1. Secure re-affirmation of the Town's prevailing rate salary policy.
2. Obtain latest comparator pay plans.
3. Compute the prevailing rate for each of the benchmark job classes.
4. Re-assign the benchmark job classes to the salary ranges whose Midpoints most closely match the prevailing rates.
5. Re-assign the non-benchmark job classes by adjusting them by the same number of salary ranges as their linked benchmark job class (Table 7).
6. Utilize professional judgment in job class re-assignment to prevent internal inequities and relationships not supported by relative job complexity.
7. Identify employees whose current salary is less than their job's new Minimum.
8. Compute the total amount of dollars, and percentage of current payroll, required to bring all employees to the Minimum of their new salary range.
9. Determine the amount required for in-range increases.
10. Provide information to the Council for budgeting purposes.
11. Obtain approved prevailing rate maintenance (PRM) budget from the Finance Department.
12. Bring all salaries up to Minimum on the updated plan's effective date.

C. LEVERAGING EXTERNAL COMPETITIVENESS THROUGH SALARY ADMINISTRATION

1. Exceptions to the Salary Plan

There may be rare instances where the employment marketplace conditions or other factors require a one-time or permanent exception to the uniform salary policy system, by establishing an exceptional salary range or amount outside of the Town-wide salary plan. Occupations such as those in Engineering often must be established on separate salary schedules as an internally equitable salary range assignment could be drastically below the prevailing rates, and prevent the Town from obtaining and retaining these scarce skills.

Please see page 36 of the *PSPC Salary Administration Procedure Guide* for a detailed explanation of the procedure for exceptions to the official salary range.

2. Flexible Hiring Rate

The Minimum of a salary range is not necessarily the hiring rate, as it is merely the mathematical extension of the salary range Midpoint. The Town must utilize the entire salary range for recruitment purposes, reserving flexibility for a variety of recruitment situations, including scarcity of desired job skills, high qualifications of an applicant, or higher than Minimum salary demand by a needed applicant.

We recommend a sequence of hiring amount approvals based on desired position within the salary range, such as:

<u>Segment of Salary Range</u>		<u>Approval Required</u>
Min.	- 1 st Qt	Department Head
Min.	- Midpt	Personnel Director
Over Mid	-	City Executives
Over Max	-	City Board

3. Recruitment/Retention Inducement Bonus

In this extraordinary economy public employers are turning to effective methods long used in the private sector to enable them to obtain and retain highly skilled personnel in high-demand occupations, such as Engineering, without destroying the internal equity of the salary plans.

We recommend that the Town consider offering significant one-time hiring bonuses for the high-demand occupations as an effective recruitment tool and to offset the base salary range which is often significantly lower than paid by private sector employers for such positions. The same method can be utilized as a counter-offer to retain needed incumbents who have received employment offers at higher salaries from other organizations.

8. ADDITIONAL COMPENSATION-RELATED COMPONENTS

FLSA Designation

Following are our proposed Fair Labor Standards Act (FLSA) exempt (E) non-exempt (N) designations for the Town's job classes, based on our interpretation of the definitions and guidelines.

Marshal Group

Town Marshal/HR Director	E
Lieutenant	E
Sergeant	N
Deputy	N
Dispatch Supervisor	N
Dispatcher	N
Dispatcher/Evidence Clerk	N
Animal Control Officer	N
Animal Shelter Operator	N
Records Specialist	N
Records Clerk	N
HR Specialist/Admin Assistant	N

Town Manager Group

Town Manager	E
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Library Group

Library Director	E
Children's Librarian	E
Library Specialist	N
Senior Library Clerk	N
Library Clerk	N

Town Clerk Group

Town Clerk	E
Deputy Town Clerk	N

Magistrate Group

Court Supervisor	N
Court Clerk	N

Parks/Rec & Maintenance Group

Parks & Rec Director	E
Recreation Supervisor	N
Maintenance Foreman	N
Lead Maintenance Worker	N
Maintenance Worker	N
Janitor	N
Special Events Coord/Admin Asst	N

Community Development Group	
Community Development Director	E
Senior Planner	E
Chief Building Official	E
Building Inspector	N
Code Enforcement Officer	N
Assistant Planner/Admin Asst	N
Permit Technician	N

Engineering/Public Works Group	
Public Works Director/Town Engineer	E
Streets Supervisor/Inspector	N
Streets Maintenance Foreman	N
Equipment Operator, Senior	N
Equipment Operator	N

Finance Group	
Finance Director	E
Accountant	N
Finance Clerk	N

Housing Group	
Housing Director/Planner	E

Administrative Support Group	
Admin Asst to Town Manager	N
Administrative Assistant	N
Receptionist	N



OCTOBER 1, 2008

ADDITIONAL INFORMATION

ITEM #10

Town Of Camp Verde
Housing & Neighborhood Revitalization

Telephone (928) 567-6631 ext. 115

Fax (928) 567-9061

Memo

To: Council Members

From: Teresa Goodwin, Housing & Neighborhood Revitalization

Date: September 30, 2008

Re: Technical Assistance Contract with NACOG for Rehabilitation Specialist services for the Owner-Occupied Housing Rehabilitation Program

Dear Council Members,

Please find attached the Draft NACOG Technical Assistance contract, which has been reviewed by Bill Sims. His commentary/changes are shown in red.

Changes made per his suggestions have been highlighted in blue. These changes have been reviewed and approved by NACOG.

Following the draft contract is the final version, with changes incorporated.

TECHNICAL ASSISTANCE CONTRACT HOUSING REHABILITATION

THIS CONTRACT, made and entered into as of _____, by and between the Northern Arizona Council of Governments (NACOG), 119 East Aspen Avenue, Flagstaff, Arizona 86001-5296, hereinafter called the CONTRACTOR, and the Town of Camp Verde, 473 S. Main St, P.O. Box 710, Camp Verde, Arizona 86322, hereinafter called the GRANTEE.

WITNESSETH:

WHEREAS, the GRANTEE is in receipt of HOME Grant from the State of Arizona; and

WHEREAS, the GRANTEE desires technical assistance in housing rehabilitation services; and

WHEREAS, the CONTRACTOR is agreeable to providing such assistance; and

NOW, THEREFORE, the parties do mutually agree as follows:

ARTICLE I - PURPOSE

The purpose of this Contract is to authorize the CONTRACTOR to provide Housing Rehabilitation services to the GRANTEE for an Arizona Department of Housing HOME Grant. Services to be provided are detailed in the Scope of Work, but will generally include services under the Department of Housing's HOME program guidelines.

ARTICLE II - WORK STATEMENT

- A. The CONTRACTOR agrees that it will implement, in all respects, the program outlined in the attached Work Statement (Attachment A to this Contract).
- B. The CONTRACTOR agrees to make no changes in the Work Statement herein described without first submitting a written request to the GRANTEE and obtaining the GRANTEE'S written approval of the requested change.

ARTICLE III - PERSONNEL

The CONTRACTOR represents that it has, or will acquire, all of the qualified personnel required to perform this Contract; however, the GRANTEE reserves the right to assign any individual to assist in implementing the program outlined in the Work Statement.

None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the GRANTEE. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

ARTICLE IV - LENGTH OF CONTRACT

- A. The term of this Contract shall be from September 15, 2008 through March 14, 2009.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Contract cannot be brought to full completion within the time period set forth in Paragraph A of this Article IV, the CONTRACTOR shall be responsible for maintaining all services as cited in the Work Statement until the grant is terminated.

- C. This Contract may be extended, as needed, to coincide with the approved extension of Contract Number 318-07, a Funding Agreement Between the Arizona Department of Housing and Town of Camp Verde for Owner Occupied Housing Rehabilitation [*Comment: The term "Home Contract" is not defined.*] [*What Department of Housing does this refer to?*], if necessary.

ARTICLE V - ACCESS TO INFORMATION

It is agreed that all information, data, reports and records, and maps as are existing, available and necessary for the carrying out of the work outlined shall be furnished to the CONTRACTOR by the GRANTEE and its agencies. No charge will be made to the CONTRACTOR for such information and the GRANTEE and its agencies will cooperate with CONTRACTOR in every way possible to facilitate the performance of the work described in this Contract.

ARTICLE VI - REPORTS AND INFORMATION

- A. The CONTRACTOR, at such times and in such forms as the GRANTEE may require, shall furnish the GRANTEE such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- B. All reports, maps, and other documents completed as part of this Contract, other than documents exclusively for internal use by the Arizona Department of Housing [*Same question as above?*] shall carry the following notation on the front cover or title page, together with the date (month and year) the document was prepared:

Preparation of this (report, map, documents, etc.) was aided through a Community Development Block Grant from the Arizona Department of Housing and as such is not copyrightable. It may be reprinted with customary crediting of the source. However, any opinions, findings, conclusions or recommendations are those of the authors and do not necessarily reflect the views of the Department of Housing.

- C. All of the reports, information, data, etc. prepared or assembled by CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the GRANTEE.
- D. No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

ARTICLE VII - CONSIDERATION AND METHOD OF PAYMENT

In consideration of the CONTRACTOR'S satisfactory completion of all work and services required to be performed under the terms of this Contract, and in compliance with the Contract requirements herein stated, the GRANTEE shall pay the CONTRACTOR a fixed fee of Three Thousand Dollars (\$ 3,000) per home, which sum shall be expended in accordance with the Payment Page which appears as Attachment B. Further assistance requested by the Town in addition to the attached Work Statement (Attachment A) will be billed at \$75 per hour.

ARTICLE VIII - ASSIGNABILITY

The CONTRACTOR shall not assign any interest on this Contract, and shall not transfer any interest in the same without prior written consent of the GRANTEE.

ARTICLE IX - COMPLIANCE WITH LOCAL LAWS

The CONTRACTOR shall comply with all applicable laws, ordinances, codes of the State and local governments, and the CONTRACTOR shall hold the GRANTEE harmless from any act done in performing any of the work embraced by this Contract.

ARTICLE X - INTERESTS OF THE CONTRACTOR

The CONTRACTOR covenants that it has no pecuniary interest, and shall not acquire any pecuniary interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract, no person having such interest shall be employed.

ARTICLE XI - OFFICIAL NOT TO BENEFIT

No member of, or delegates to, the Congress of the United States of America, and no member of the governing body and no other public official, shall be admitted to any share or part hereof, direct or indirect, or to any pecuniary benefits to arise herefrom.

ARTICLE XII - TERMINATION OF CONTRACT

- A. If the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the GRANTEE shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, photographs and reports prepared by the CONTRACTOR under this Contract shall, at the option of the GRANTEE, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- B. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the GRANTEE for damages sustained by the GRANTEE by virtue of any breach of the Contract by the CONTRACTOR, and the GRANTEE may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the GRANTEE from the CONTRACTOR is determined.
- C. The GRANTEE may terminate this Contract at any time without cause by giving at least thirty (30) days notice in writing to the CONTRACTOR. If the Contract is terminated by the GRANTEE as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.
- D. The Contract may be terminated per A.R.S. § 38-511, Conflict of Interest.

ARTICLE XIII - RECORDS AND AUDITS

- A. The CONTRACTOR shall maintain accounts and records, including personnel, property and fiscal records adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the GRANTEE to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be retained in accordance with required Federal and State guidelines.
- B. Legible copies of any and all records maintained by the CONTRACTOR shall be made available, upon written request and for specified purpose, to the GRANTEE, the Arizona Department of Housing, the Office of the Inspector General (HUD), and any other body authorized in writing by the GRANTEE.

ARTICLE XIV - CERTIFICATIONS FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

The undersigned certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding or any

federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XV - MISCELLANEOUS PROVISIONS

- A. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- B. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party, shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which said party may be entitled.
- C. The Contractor shall comply with the E-Verify obligations of Attachment D.

ARTICLE XVI - ATTACHMENTS

All attachments are to be considered an integral part of this Contract. Attachments may be added or deleted during the term of the Contract provided the governing requirements of the Contracts are met.

ATTACHMENTS

- A. Work Statement
- B. Payment Page
- C. Civil Rights
- D. E-Verify Provisions

IN WITNESS WHEREOF, the CONTRACTOR and the GRANTEE do hereby execute this Contract as of the date first above written.

TOWN OF CAMP VERDE

NORTHERN ARIZONA COUNCIL OF GOVERNMENTS

Tony Gioia, Mayor

Kenneth Sweet, Executive Director

APPROVED AS TO FORM

Attorney for the Town

ATTEST

Deborah Barber, Town Clerk

ATTACHMENT A
WORK STATEMENT

The CONTRACTOR shall perform the following consulting and housing rehabilitation specialist tasks that are defined here by major category. Sub-tasks may be a portion of the work. All tasks will be accomplished with attention to compliance with program rules and regulations. This agreement is for one home, but can be expanded to additional homes if necessary.

- Perform initial inspection of home to:
 1. Create individual environmental review, including Flood Plain Management, Historical Preservation, Explosive and Flammable Operations, and Toxic Chemicals and Radioactive Materials; perform or establish mitigations when necessary.
 2. Inspect for home defaults as compared to HQS and local codes.
- Develop work write-ups and cost estimates for rehabilitation, or determine that the mobile home is so deteriorated that it warrants replacement.
- Solicit interested contractors for a bidders list; clear contractors through the HUD debarred list.
- Procure contractors per HOME policies; conduct walk-thru inspections.
- Review bids for most responsive; recommend contractor and scope of work to TOWN and Owner for the best bid.
- Develop contractor's contract to cover all federal requirements and TOWN stipulations.
- Perform interim on-site inspections during the rehabilitation or replacement.
- At completion, perform a final inspection and obtain homeowner approval and acceptance of work.
- Secure Contractor Billing, Contractor Certification, and Contractors Waiver of Lien.
- Submit all necessary paperwork and recommend contractor payment.
- Participate in monitoring and monitoring responses.

NOTICES, CORRESPONDENCE, AND REPORTS

1. Notices, correspondence and reports from the CONTRACTOR shall be sent to:

Matthew Morris, AICP
Town of Camp Verde
473 South Main Street, Suite 102
Camp Verde, AZ. 86322

2. Notices, correspondence and reports from the GRANTEE shall be sent to:

Carl Stewart, Program Specialist II
NACOG
119 East Aspen Avenue
Flagstaff, AZ 86001

ATTACHMENT B

PAYMENT PAGE

- A. SOURCE OF FUNDS:** Contract Number 318-07, a Funding Agreement Between the Arizona Department of Housing and Town of Camp Verde for Owner Occupied Housing Rehabilitation
- B. COMPENSATION TYPE:** Percent of Completion
- C. PAYMENT METHOD:** The CONTRACTOR shall submit invoices for draws against this Contract. CITY shall include the amount of the draw in the next funds request to Department of Housing and shall pay the invoice within ten days of receipt of funds from Department of Housing.

MAJOR CATEGORY OF ACTIVITY	PERCENT OF CONTRACT
Initial Inspection of Homes	20%
Work Write-ups and Cost Estimates	20%
Procure Construction/Replacement	20%
Completion of Construction	30%
SUB TOTAL	90%
HOLDBACK	10%
TOTAL	100%

ATTACHMENT C

CIVIL RIGHTS PROVISIONS

Civil Rights Laws and Requirements

Title VI of the Civil Rights Act of 1964 provides that no person shall be:

* Excluded from participation * Denied program benefits * Subjected to discrimination
on the basis of: * Race * Color * National Origin under any program or activity receiving Federal financial assistance.

Title VIII of the Civil Rights Act of 1968, as of 1968, Title VIII amended, prohibits discrimination in housing on the basis of: * Race * Color * Religion * Sex * National Origin. This law also required HUD to administer its program in a manner that affirmatively promotes fair housing.

Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for * Training, and * Employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section 3 also provides that contracts awarded in connection with such projects be awarded to:

- * Businesses located in the project area, (OR)
- * Businesses owned, in substantial part, by residents of the project area

Section 504 of that Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual shall, solely by reason of his or her handicap be *Excluded from participation (including employment.) * Denied program benefits *Subjected to discrimination under any program or activity receiving Federal funds.

Section 109 of the Housing and Community Development Act of 1974, as amended, provides that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of: * Race * Color * National Origin * Sex * Age
* Handicap under any program or activity funded in whole or in part under Title I (HOME) of the Act.

Section 104 of the Housing and Community Development Act of 1974, as amended, provides that the grantee "will affirmatively further fair housing."

The Age Discrimination Act of 1975, as amended, provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination - on the basis of age - under any program or activity receiving Federal funds.

Executive Order 11063 provides that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in:

- * Housing (and related facilities) provided with Federal assistance.
- * Lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

Executive Order 11246, as amended provides that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of Federal or Federally assisted construction contracts in excess of \$10,000.

Furthermore, the Contractor shall

- * Use the term, "Equal Opportunity Employer" in all solicitations or advertisements for employees;
- * Bind the same responsibility to Subcontractors through contract language;
- * Acknowledge that non-compliance with Executive Order 11246 may result in contract termination, suspension, and the Contractor may be listed ineligible for future federal work.

Section 503, Affirmative Action for Workers with Disabilities provides that no employee or applicant shall be discriminated against in employment because of mental or physical disability, in regard to any position for which he/she is qualified. Notices shall be posted in conspicuous places. The Contractor shall bind the same responsibility to Subcontractors through contract language.

ATTACHMENT D
E-VERIFY PROVISIONS

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigrations laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

A breach of the Contractor Immigration Warranty shall constitute a material breach of the Contract and shall subject the Contractor to penalties up to and including terminations of this Contract at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the Subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that is has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

**TECHNICAL ASSISTANCE CONTRACT
HOUSING REHABILITATION**

THIS CONTRACT, made and entered into as of _____, by and between the Northern Arizona Council of Governments (NACOG), 119 East Aspen Avenue, Flagstaff, Arizona 86001-5296, hereinafter called the CONTRACTOR, and the Town of Camp Verde, 473 S. Main St, P.O. Box 710, Camp Verde, Arizona 86322, hereinafter called the GRANTEE.

WITNESSETH:

WHEREAS, the GRANTEE is in receipt of HOME Grant from the State of Arizona; and

WHEREAS, the GRANTEE desires technical assistance in housing rehabilitation services; and

WHEREAS, the CONTRACTOR is agreeable to providing such assistance; and

NOW, THEREFORE, the parties do mutually agree as follows:

ARTICLE I - PURPOSE

The purpose of this Contract is to authorize the CONTRACTOR to provide Housing Rehabilitation services to the GRANTEE for an Arizona Department of Housing HOME Grant. Services to be provided are detailed in the Scope of Work, but will generally include services under the Department of Housing's HOME program guidelines.

Deleted: c

ARTICLE II - WORK STATEMENT

- A. The CONTRACTOR agrees that it will implement, in all respects, the program outlined in the attached Work Statement (Attachment A to this Contract).
- B. The CONTRACTOR agrees to make no changes in the Work Statement herein described without first submitting a written request to the GRANTEE and obtaining the GRANTEE'S written approval of the requested change.

ARTICLE III - PERSONNEL

The CONTRACTOR represents that it has, or will acquire, all of the qualified personnel required to perform this Contract; however, the GRANTEE reserves the right to assign any individual to assist in implementing the program outlined in the Work Statement.

None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the GRANTEE. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

ARTICLE IV - LENGTH OF CONTRACT

- A. The term of this Contract shall be from September 15, 2008 through March 14, 2009.
- B. In the event that, due to unusual circumstances, it becomes apparent that this Contract cannot be brought to full completion within the time period set forth in Paragraph A of this Article IV, the CONTRACTOR shall be responsible for maintaining all services as cited in the Work Statement until the grant is terminated.
- C. This Contract may be extended, as needed, to coincide with the approved extension of Contract Number 318-07, a Funding Agreement Between the Arizona Department of Housing and Town of Camp Verde for Owner Occupied Housing Rehabilitation, [Comment: The term "Home Contract" is not defined.], [What Department of Housing does this refer to?], if necessary.

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Deleted: the HOME Contract

Deleted: between the GRANTEE and the Department of Housing

ARTICLE V - ACCESS TO INFORMATION

It is agreed that all information, data, reports and records, and maps as are existing, available and necessary for the carrying out of the work outlined shall be furnished to the CONTRACTOR by the GRANTEE and its agencies. No charge will be made to the CONTRACTOR for such information and the GRANTEE and its agencies will cooperate with CONTRACTOR in every way possible to facilitate the performance of the work described in this Contract.

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ARTICLE VI - REPORTS AND INFORMATION

- A. The CONTRACTOR, at such times and in such forms as the GRANTEE may require, shall furnish the GRANTEE such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
- B. All reports, maps, and other documents completed as part of this Contract, other than documents exclusively for internal use by the Arizona Department of Housing [*Same question as above?*] shall carry the following notation on the front cover or title page, together with the date (month and year) the document was prepared:

Preparation of this (report, map, documents, etc.) was aided through a Community Development Block Grant from the Arizona Department of Housing and as such is not copyrightable. It may be reprinted with customary crediting of the source. However, any opinions, findings, conclusions or recommendations are those of the authors and do not necessarily reflect the views of the Department of Housing.

- C. All of the reports, information, data, etc. prepared or assembled by CONTRACTOR under this Contract are confidential and the CONTRACTOR agrees that they shall not be made available to any individual or organization without the prior written approval of the GRANTEE.
- D. No reports, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.

ARTICLE VII - CONSIDERATION AND METHOD OF PAYMENT

In consideration of the CONTRACTOR'S satisfactory completion of all work and services required to be performed under the terms of this Contract, and in compliance with the Contract requirements herein stated, the GRANTEE shall pay the CONTRACTOR a fixed fee of Three Thousand Dollars (\$ 3,000) per home, which sum shall be expended in accordance with the Payment Page which appears as Attachment B. Further assistance requested by the Town in addition to the attached Work Statement (Attachment A) will be billed at \$75 per hour.

ARTICLE VIII - ASSIGNABILITY

The CONTRACTOR shall not assign any interest on this Contract, and shall not transfer any interest in the same without prior written consent of the GRANTEE.

ARTICLE IX - COMPLIANCE WITH LOCAL LAWS

The CONTRACTOR shall comply with all applicable laws, ordinances, codes of the State and local governments, and the CONTRACTOR shall hold the GRANTEE harmless from any act done in performing any of the work embraced by this Contract.

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ARTICLE X - INTERESTS OF THE CONTRACTOR

The CONTRACTOR covenants that it has no pecuniary interest, and shall not acquire any pecuniary interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The CONTRACTOR further covenants that in the performance of this Contract, no person having such interest shall be employed.

ARTICLE XI - OFFICIAL NOT TO BENEFIT

No member of, or delegates to, the Congress of the United States of America, and no member of the governing body and no other public official, shall be admitted to any share or part hereof, direct or indirect, or to any pecuniary benefits to arise herefrom.

ARTICLE XII - TERMINATION OF CONTRACT

- A. If the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Contract, the GRANTEE shall thereupon have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, photographs and reports prepared by the CONTRACTOR under this Contract shall, at the option of the GRANTEE, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
- B. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the GRANTEE for damages sustained by the GRANTEE by virtue of any breach of the Contract by the CONTRACTOR, and the GRANTEE may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the GRANTEE from the CONTRACTOR is determined.
- C. The GRANTEE may terminate this Contract at any time without cause by giving at least thirty (30) days notice in writing to the CONTRACTOR. If the Contract is terminated by the GRANTEE as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.
- D. The Contract may be terminated per A.R.S. § 38-511, Conflict of Interest.

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ARTICLE XIII - RECORDS AND AUDITS

- A. The CONTRACTOR shall maintain accounts and records, including personnel, property and fiscal records adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the GRANTEE to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be retained in accordance with required Federal and State guidelines.
- B. Legible copies of any and all records maintained by the CONTRACTOR shall be made available, upon written request and for specified purpose, to the GRANTEE, the Arizona Department of Housing, the Office of the Inspector General (HUD), and any other body authorized in writing by the GRANTEE.

ARTICLE XIV - CERTIFICATIONS FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS.

The undersigned certifies, to the best of his or her knowledge and belief that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding or any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XV - MISCELLANEOUS PROVISIONS

- A. In any case one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Contract shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- B. If any action at law or in equity is necessary to enforce or interpret the terms of this Contract, the prevailing party, shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which said party may be entitled.
- C. The Contractor shall comply with the E-Verify obligations of Attachment D.

ARTICLE XVI - ATTACHMENTS

All attachments are to be considered an integral part of this Contract. Attachments may be added or deleted during the term of the Contract provided the governing requirements of the Contracts are met.

ATTACHMENTS

- A. Work Statement
- B. Payment Page
- C. Civil Rights
- D. E-Verify Provisions

IN WITNESS WHEREOF, the CONTRACTOR and the GRANTEE do hereby execute this Contract as of the date first above written.

TOWN OF CAMP VERDE

NORTHERN ARIZONA COUNCIL OF GOVERNMENTS

Tony Gioia, Mayor

Kenneth Sweet, Executive Director

APPROVED AS TO FORM

Attorney for the Town

ATTEST

Deborah Barber, Town Clerk

ATTACHMENT A

WORK STATEMENT

The CONTRACTOR shall perform the following consulting and housing rehabilitation specialist tasks that are defined here by major category. Sub-tasks may be a portion of the work. All tasks will be accomplished with attention to compliance with program rules and regulations. This agreement is for one home, but can be expanded to additional homes if necessary.

- Perform initial inspection of home to:
 1. Create individual environmental review, including Flood Plain Management, Historical Preservation, Explosive and Flammable Operations, and Toxic Chemicals and Radioactive Materials; perform or establish mitigations when necessary.
 2. Inspect for home defaults as compared to HQS and local codes.
- Develop work write-ups and cost estimates for rehabilitation, or determine that the mobile home is so deteriorated that it warrants replacement.
- Solicit interested contractors for a bidders list; clear contractors through the HUD debarred list.
- Procure contractors per HOME policies; conduct walk-thru inspections.
- Review bids for most responsive; recommend contractor and scope of work to TOWN and Owner for the best bid.
- Develop contractor's contract to cover all federal requirements and TOWN stipulations.
- Perform interim on-site inspections during the rehabilitation or replacement.
- At completion, perform a final inspection and obtain homeowner approval and acceptance of work.
- Secure Contractor Billing, Contractor Certification, and Contractors Waiver of Lien.
- Submit all necessary paperwork and recommend contractor payment.
- Participate in monitoring and monitoring responses.

NOTICES, CORRESPONDENCE, AND REPORTS

1. Notices, correspondence and reports from the CONTRACTOR shall be sent to:

Matthew Morris, AICP
Town of Camp Verde
473 South Main Street, Suite 102
Camp Verde, AZ. 86322

2. Notices, correspondence and reports from the GRANTEE shall be sent to:

Carl Stewart, Program Specialist II
NACOG
119 East Aspen Avenue
Flagstaff, AZ 86001

ATTACHMENT B
PAYMENT PAGE

- A. **SOURCE OF FUNDS:** Contract Number 318-07, a Funding Agreement Between the Arizona Department of Housing and Town of Camp Verde for Owner Occupied Housing Rehabilitation, _____ Deleted: HOME funds
- B. **COMPENSATION TYPE:** Percent of Completion
- C. **PAYMENT METHOD:** The CONTRACTOR shall submit invoices for draws against this Contract. CITY shall include the amount of the draw in the next funds request to Department of Housing and shall pay the invoice within ten days of receipt of funds from Department of Housing.

MAJOR CATEGORY OF ACTIVITY	PERCENT OF CONTRACT
Initial Inspection of Homes	20%
Work Write-ups and Cost Estimates	20%
Procure Construction/Replacement	20%
Completion of Construction	30%
SUB TOTAL	90%
HOLDBACK	10%
TOTAL	100%

ATTACHMENT C

CIVIL RIGHTS PROVISIONS

Civil Rights Laws and Requirements

Title VI of the Civil Rights Act of 1964 provides that no person shall be:

* Excluded from participation * Denied program benefits * Subjected to discrimination
on the basis of: * Race * Color * National Origin under any program or activity receiving Federal financial assistance.

Title VIII of the Civil Rights Act of 1968, as of 1968, Title VIII amended, prohibits discrimination in housing on the basis of: * Race * Color * Religion * Sex * National Origin. This law also required HUD to administer its program in a manner that affirmatively promotes fair housing.

Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for * Training, and * Employment that arise through HUD-financed projects shall be given to lower-income residents of the project area. Section 3 also provides that contracts awarded in connection with such projects be awarded to:

- * Businesses located in the project area, (OR)
- * Businesses owned, in substantial part, by residents of the project area

Section 504 of that Rehabilitation Act of 1973, as amended, provides that no otherwise qualified individual shall, solely by reason of his or her handicap be *Excluded from participation (including employment.) * Denied program benefits *Subjected to discrimination under any program or activity receiving Federal funds.

Section 109 of the Housing and Community Development Act of 1974, as amended, provides that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of: * Race * Color * National Origin * Sex * Age
* Handicap under any program or activity funded in whole or in part under Title I (HOME) of the Act.

Section 104 of the Housing and Community Development Act of 1974, as amended, provides that the grantee "will affirmatively further fair housing."

The Age Discrimination Act of 1975, as amended, provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination - on the basis of age - under any program or activity receiving Federal funds.

Executive Order 11063 provides that no person shall, on the basis of race, color, religion, sex, or national origin, be discriminated against in:

- * Housing (and related facilities) provided with Federal assistance.
- * Lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

Executive Order 11246, as amended provides that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any phase of employment during the performance of Federal or Federally assisted construction contracts in excess of \$10,000.

Furthermore, the Contractor shall

- * Use the term, "Equal Opportunity Employer" in all solicitations or advertisements for employees;
- * Bind the same responsibility to Subcontractors through contract language;
- * Acknowledge that non-compliance with Executive Order 11246 may result in contract termination, suspension, and the Contractor may be listed ineligible for future federal work.

Section 503, Affirmative Action for Workers with Disabilities provides that no employee or applicant shall be discriminated against in employment because of mental or physical disability, in regard to any position for which he/she is qualified. Notices shall be posted in conspicuous places. The Contractor shall bind the same responsibility to Subcontractors through contract language.

ATTACHMENT D

E-VERIFY PROVISIONS

The Contractor understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

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Under the provisions of A.R.S. §41-4401, Contractor hereby warrants to the Town that the Contractor and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigrations laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").

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A breach of the Contractor Immigration Warranty shall constitute a material breach of the Contract and shall subject the Contractor to penalties up to and including terminations of this Contract at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the Town in regard to any such inspections.

The Town may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the Subcontractors to ensure compliance with Contractor's Immigration Warranty. Contractor agrees to assist the Town in regard to any random verifications performed.

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Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that is has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

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ADDITIONAL INFORMATION
ITEM #11

OCTOBER 1, 2008

SEP 30 2008

C/B

Town of Camp Verde

Memo

To: Mayor and Council
From: Carol Brown
Cc: Debbie Barber, Town Clerk
Date: September 30, 2008
Re: Rio Verde Plaza/Plaza Water Store

Councilmember Garrison requested the attached documents for the October 1, 2008 Council Regular Session, Agenda Item #11.



TOWN OF CAMP VERDE

◆ 473 S. Main Street ◆ Camp Verde, Arizona 86322 ◆ (928) 567-6631 FAX 567-9061
Marshal 567-6621 ◆ Parks & Recreation 567-0535 ◆ Community Development 567-8513 ◆ www.campverde-az.gov

Copied Council and Staff *List*

HAND DELIVERED

SEP 11 2008

September 11, 2008

o/e

Ms. Claudia Ward
C/O Plaza Water Company
497 S. Main Street, Unit #6
Camp Verde, Arizona 86322

Re: Rental payments

Dear Ms. Ward:

The purpose of this letter is to follow-up with you on the matter of the rent that you tender to the Town of Camp Verde for your utilization of rental unit #6 at Rio Verde Plaza.

You may recall from prior discussions with me that the Town Council directed me to advise you that the rent for the above referenced unit was to be set at six hundred dollars (\$600.00) per month effective July 1, 2008 and that in addition to the base rental payment, you were to pay fifty percent (50%) of the Governmental Commercial Property Lease Excise Tax as required the Arizona Revised Statutes. The amount of the reduced lease excise tax in your case is sixty dollars (\$60.00) per month. The combined total of your liability for the right to continue your occupancy of rental unit #6 at Rio Verde Plaza is now six hundred sixty dollars (\$660.00) per month.

By way of this letter, I am respectfully requesting that no later than September 19, 2008, that you tender to the Town of Camp Verde an adjusted rental payment of six hundred-sixty dollars (\$660.00) for the month of September, and that for each subsequent month that your business occupies rental unit #6 that you tender to the Town of Camp Verde six hundred-sixty dollars (\$660.00) per month for the continued right to rent and occupy rental unit #6 at Rio Verde Plaza. Said rental payments shall be tendered until such time as the Town of Camp Verde elects to terminate its rental relationships with your business and the other tenants of Rio Verde Plaza. I will be meeting with you and the other tenants on that matter in the near term.

I trust that you will deem it appropriate to bring your self into compliance with the direction relative to the rental payment schedule that was set by the Members of the Town Council of the Town of Camp Verde.

I will be pleased to discuss this matter with you should you feel that doing so would assist you in your decision making process. I may be reached at the letterhead address or via telephone at 567-6631 extension 102.

I look forward to your prompt attention to this most important matter.

Respectfully,

Michael K. Scannell, Town Manager
(928) 567-6631 x 102
msscannell@cvaz.org

CC: Honorable Members of the Camp Verde Town Council
Town Clerk, Debbie Barber
Town Accountant, Lisa Elliott
Rio Verde Plaza Correspondence File



Handicap Relay: Voice: 1-800-842-4681 ◆ TDD: 1-800-367-8939



**Town of Camp Verde
Signature Form**

I have received Town Manager Mike Scannell's letter dated, September 11, 2008 concerning Rio Verde Plaza rental payments.

Claudia Ward

Claudia Ward

Sept 11, 2008

Date:

Hand Delivered

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

Meeting Date: April 2, 2008

Meeting Type: Regular Session

Type of Presentation: Verbal Only

REFERENCE DOCUMENT: Rio Verde Plaza Leases and Rental Income

AGENDA TITLE: (Be Exact):

Discussion, consideration and possible direction/guidance to the Manager concerning restructuring the Rio Verde Plaza leases and rental amounts.

PURPOSE AND BACKGROUND INFORMATION:

Rio Verde Plaza was purchased by the Town in February 2005. The building is located at the corner of Main Street and Fain Street, Camp Verde, AZ. The facility currently has 5 rental units (originally there were 6 units) . One lessee occupies square footage equal to 2 units and their rent is \$1000. Lease amounts vary from \$300 to \$600 on the other 5 units depending on the square footage and other unique considerations. The last lease update was in August 2006. The leases need restructuring, updating and formatting as a commercial lease (rather than residential).

As of March 2008 lease prices range from .65/sq. ft. to \$1.00/sq. ft. Additionally, most lessors charge triple net and sales tax. However, please note: there are significant vacancies vs the Town's January 2007 analysis.

STAFF RECOMMENDATION(S): (Suggested Motion)

Direction/guidance to the Manager concerning restructuring the Rio Verde Plaza leases and rental amounts.

Type of Document Needing Approval:

Finance Director Review

Budgeted/Amount Yes

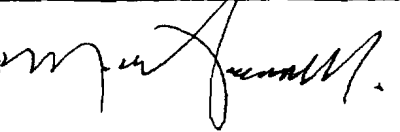
Comments:

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.



TOWN OF CAMP VERDE

P.O. Box 710 ♦ 473 S. Main Street ♦ Camp Verde, Arizona 86322 ♦ (928) 567-6631 FAX 567-9061
Marshal 567-6621 ♦ Parks & Recreation 567-0535 ♦ Community Development 567-8513 ♦ www.campverde-az.gov

August 1, 2006

Claudia Ward
Signed 2006 Lease

Claudia Ward
390 Pheasant Run Circle
Camp Verde, AZ 86322

Re: Commercial Lease

Dear Mrs. Ward:

The Town staff believes it would be mutually beneficial to have all the annual Rio Verde Plaza lease agreements on the same time frame. To accomplish this goal the Town has updated our 2006 lease agreement with effective dates from December 31, 2006 through January 1, 2007.

Therefore, please find enclosed the Town's signed commercial lease for your consideration and signature. After signing the document keep a copy for your records if you wish. Then, please deliver or mail the signed, fully executed agreement by August 15, 2006 to the following address.

Town of Camp Verde
473 South Main Street, Ste. 102
Camp Verde, AZ 86322
Attn: Bill Lee

If you have any questions regarding this matter, please contact me (928) 567-6631 x 102 or by e-mail at blee@cvaz.org.

Respectfully,

Bill Lee

Bill Lee,
Town Manager

BL:cjb



Bullard presented the monthly financial update, noting that January 2006 is at 56% of the fiscal year. He advised that January expenditures were \$100,000 over budget due to bi-annual payments in conjunction with paid holidays for the employees and the sales tax was not what it was previously. Bullard advised that the Town is right on the mark for the general fund. He also spoke of forecasting the Town finances for a 10- to 15-year time frame. Bullard advised under two different scenarios expenditures are projected to overcome revenues in either 2010 or 2013, respectively.

* 7. **Discussion, consideration, and direction to staff concerning terms and lease amounts for the six (6) leases at Rio Verde Plaza.**

Lee advised that Council had previously discussed this matter in executive session and that the Finance Director requested information relating to the rents. Lee reminded Council that they had not given direction in public following the executive session.

On a motion by Kovacovich, seconded by Baker, the Council voted unanimously to direct staff to write letters to the renters advising them of the new rent amount of \$600 per unit.

8. **Presentation by Burgess & Niple Representatives Teresa Harris, Shirlee Rhodes, and James C. Campbell on the findings and conclusions in the 2005 Update to the Water Resource Plan – Phase I. This may be followed by discussion of the recommendation and strategies of water supplies management.**

Shirlee Rhodes reviewed the Water Resources plan discussing ground water availability, demographic overview of growth, and water usage from 2004. She noted that we should consider using reclaimed water for dust control, golf courses, and industrial use. She discussed the GIS data base and staff training.

Public input

Robert Johnson stated that since we are going to buy the water company we should know how water they have in their wells.

Jim Bullard advised that they have two wells, with one pumping 600 gallons per minute and the other is at 271 gallons per minute.

9. **Presentation by Burgess & Niple representatives(s) on the Camp Verde Water System Company Valuation and Condition Assessment. This may be followed by discussion, consideration and possible direction to staff to hire Burgess and Niple in the amount of \$117,000 to complete the scope of services for the Valuation and Assessment of the Camp Verde Water System.**

On a motion by Smith, seconded by Baker, the Council voted unanimously to approve the \$117,000 expenditure for Burgess and Niple to complete the scope of services for the Valuation and Assessment of the Camp Verde Water System.

James Campbell spoke briefly and advised that there would be no presentation since the council had heard it before. Gioia stated that this is a process that we must go through, what the water company is worth, pipe conditions, high and low points.

10. **Discussion, consideration, and possible approval of letter requesting additional time for the Town's consideration of Fred Ruskin's proposals of options to acquire trade lands for the Town. The property being considered is located off General Crook Trail and near I-17 interchange.**

A motion by Gioia directing the Manager to send officially an agreement by e-mail, along with a verbal agreement to Fred Ruskin to extend the date by two weeks, failed for lack of a second.

On a motion by Baker, seconded by Parry, the Council voted unanimously to direct the Manager to send an e-mail response to Ruskin accepting his proposal.

Gioia stated that there were other options and considerations that the Council needs to be made aware of regarding the Ruskin proposal. Baker said that she would like to see some written

Part of THE Escrow Paperwork

Seller and Buyer agree that these instructions are the only written agreement for the sale and purchase of the real property described herein, and shall constitute a binding and enforceable contract. Seller and Buyer shall each have the right of specific enforcement in the event of a default hereunder; however, nothing herein shall be construed to alter or adversely affect any of the rights of the Escrow Agent and/or Title Insurer hereunder.

Seller and Buyer acknowledge they are fully responsible for providing Escrow Agent with the terms and conditions of this transaction. Seller and Buyer are NOT relying on Yavapai Title Agency, Inc. in any way, and by signature of these Escrow Instructions, evidence that Escrow Agent has not advised them as to said terms and conditions. Should either Seller or Buyer require advice on the subject escrow, Yavapai Title Agency, Inc. recommends they contact their legal counsel and/or tax consultant.

The parties herein understand, represent and agree that the property which is the subject of this escrow is being sold by Seller and purchased by Buyer in the condition it is presently in. The Buyer has inspected the property and has agreed to purchase it in such condition.

Seller shall furnish Buyer through escrow the landlord's written consent to assign, transfer or sublet the demised premises. The Buyer, NOT as a condition of this closing and outside of escrow, shall initiate and execute any documents necessary for the lease assumption, transfer or execution of a new lease prior to the close of escrow.

Buyer shall furnish the landlord through escrow, as a condition of this escrow, a business insurance policy or assignment covering fire, liability and other coverages stated within the lease; and if necessary naming lessor, lender and/or Seller as additional insured.

Seller shall provide Escrow Agent with a rental statement for Buyer's approval reflecting rents paid to date, dates due, deposits, security and/or cleaning fees for proration purposes. Seller to be charged and Buyer to be credited with prorations, security deposits, cleaning fee and last month rent deposit, if any, at the close of escrow. Seller shall assign any existing leases to the Buyer outside of escrow.

Yavapai Title Agency, Inc. is not to be further concerned with, nor liable for the following items entered herein at the request of Seller and Buyer. These items are considered memorandums, and shall not be construed as instructions to Escrow Agent, nor shall Escrow Agent be required to verify any compliance. These items are not to be construed as conditions of closing this transaction.

Owner will permit water store to remain in place for three months after close of escrow, through April 30th 2005, at no charge. Beginning May 1st 2005 rent will \$300.00 per month through December 31st 2005.

All parties acknowledge that Escrow Agent makes no representations either orally or through these written escrow instructions as to the legal effect of the described transaction contained herein under all applicable laws, including, but not limited to, tax law or contract law or principles of law affecting the rights and responsibilities of the parties hereto. By execution of these instructions, all parties acknowledge they are hereby advised to have these instructions reviewed by professional, legal and tax advisors of their choice and have satisfied themselves as to the legal and tax effects, consequences and risks that may be imposed, by this transaction.