

**AMENDED AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, MAY 2, 2018 at 6:30 P.M.**

ADDED ITEM:

- 4 d) **FACILITIES USE AGREEMENT – YAVAPAI COMMUNITY COLLEGE** [STAFF RESOURCE: MICHAEL MARSHALL]

REMOVED ITEM:

7.2 CAMP VERDE PUBLIC SAFETY ASSOCIATION'S REQUEST TO CONSIDER EXPANDING MARSHAL'S RESIDENCY TO VERDE VALLEY. [STAFF RESOURCE: DAVE FREEMAN]

ADDED ITEM:

7.3 DISCUSSION, CONSIDERATION, POSSIBLE APPROVAL OF THE ATTACHED SETTLEMENT PROPOSAL FROM JOHN AND CHERYL WISCHMEYER ("WISCHMEYERS") AND PROVIDE DIRECTION RELATIVE TO MODIFICATION OF THE EXISTING PLANS FOR THE BUFFER ZONE AT THE CAMP VERDE SPORTS COMPLEX IN ORDER TO SETTLE A PENDING LEGAL ACTION BETWEEN THE WISCHMEYERS AND MAYOR CHARLES GERMAN. [STAFF RESOURCE: RUSS MARTIN]

7.3.1 RECESS INTO AND HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. § 38-431.03 (A)(4) FOR DISCUSSION OR CONSULTATION WITH THE ATTORNEYS OF THE PUBLIC BODY IN ORDER TO CONSIDER ITS POSITION AND INSTRUCT ITS ATTORNEYS REGARDING THE PUBLIC BODY'S POSITION IN PENDING OR CONTEMPLATED LITIGATION OR IN SETTLEMENT DISCUSSIONS CONDUCTED IN ORDER TO AVOID OR RESOLVE LITIGATION.

7.3.2 RECONVENE OPEN SESSION



Support your local merchants

**AMENDED AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, MAY 2, 2018 at 6:30 P.M.**

If you want to speak ON ANY ITEM ON THE AGENDA, PLEASE complete the Request to Speak Form

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

1. Call to Order

2. Roll Call. Council Members Jackie Baker, Buck Buchanan, Dee Jenkins, Brad Gordon, Robin Whatley; Vice Mayor Jessie Murdock; and Mayor Charles German.

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 – April 18, 2018
- 2) Budget Session – April 20, 2018

b) Set Next Meeting, Date and Time:

- 1) Friday, May 4, 2018 at 8:00 a.m. – Special Budget Session
- 2) Wednesday, May 9, 2018 at 5:30 p.m. – Work Session
- 3) Wednesday, May 16, 2018 at 6:30 p.m. – Regular Session
- 4) Wednesday, May 23, 2018 at 6:30 p.m. – Council Hears P&Z Matters

c) Request for authorization for the Marshal's Office to apply for grant funding from the Arizona Community Foundation (ACF) Sedona Animal Welfare Fund, and the Arizona Auto Theft Authority (AATA) to pay for equipment and capital improvement expenses to be incurred in FY2018-2019. [Staff Resources: Russ Martin, Brian Armstrong]

d) APPROVAL OF FACILITIES USE AGREEMENT-YAVAPAI COLLEGE. (STAFF RESOURCE: MICHAEL MARSHALL)

5. Special Announcements and presentations.

5.1. Proclamation to declare May 15th of each year to be Peace Officers Memorial Day, and the calendar week of each year during which May 15th occurs as Police Week, which was originally proclaimed by the U.S. Congress and signed by President John F. Kennedy on October 1, 1962. [Staff Resource: CDR Brian Armstrong]

5.2. Fort Verde State Park request for presentation of Certificates of Appreciation to volunteers serving on the Welcome Home Vietnam Veterans

Day Steering Committee. [Requested by Sheila Stubler, Park Manager]

- 5.3. Presentation by Chandler Plante to the Town of Camp Verde, a check for handicap accessible swing equipment at Butler Park.** [Staff Resource: Russ Martin]
- 5.4. Building Safety Month, May 2018 Proclamation.** [Staff Resource: Robert Foreman]
- 6. Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to A.R.S. §38-431.01(H))
- 7. Business. Legal action can be taken.**
- 7.1. Public Hearing followed by discussion, consideration and possible approval of a Class 13 (In-State Farm Winery) Liquor License Application for NAJAR Cellars, LLC – Allan Martin Sanchez, located at 4626 Old Highway 279, Bay #6, Camp Verde, AZ.** [Staff Resource: Virginia Jones, Judy Morgan]
- 7.1.1. Staff Comments**
- 7.1.2. Public Hearing Open**
- 7.1.3. Public Hearing Closed**
- 7.1.4. Council Discussion**
- ~~**7.2. Camp Verde Public Safety Association's request to consider expanding Marshal's residency to Verde Valley.** [Staff Resource: Dave Freeman]~~
- ~~**7.3. DISCUSSION, CONSIDERATION, POSSIBLE APPROVAL OF THE ATTACHED SETTLEMENT PROPOSAL FROM JOHN AND CHERYL WISCHMEYER ("WISCHMEYERS") AND PROVIDE DIRECTION RELATIVE TO MODIFICATION OF THE EXISTING PLANS FOR THE BUFFER ZONE AT THE CAMP VERDE SPORTS COMPLEX IN ORDER TO SETTLE A PENDING LEGAL ACTION BETWEEN THE WISCHMEYERS AND MAYOR CHARLES GERMAN. (STAFF RESOURCE: RUSS MARTIN)**~~
- ~~**7.3.1. RECESS INTO AND HOLD AN EXECUTIVE SESSION PURSUANT TO A.R.S. § 38-431.03 (A)(4) FOR DISCUSSION OR CONSULTATION WITH THE ATTORNEYS OF THE PUBLIC BODY IN ORDER TO CONSIDER ITS POSITION AND INSTRUCT ITS ATTORNEYS REGARDING THE PUBLIC BODY'S POSITION IN PENDING OR CONTEMPLATED LITIGATION OR IN SETTLEMENT DISCUSSIONS CONDUCTED IN ORDER TO AVOID OR RESOLVE LITIGATION.**~~
- ~~**7.3.2. RECONVENE OPEN SESSION.**~~

8. Call to the Public for items not on the agenda. (Please complete Request to Speak Card and turn in to the Clerk.)

9. Council Informational Reports. These reports are relative to the committee meetings that Council members attend. The Committees are: Camp Verde Schools Education Foundation, Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, Yavapai County Water Advisory Committee, and shopping locally. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.

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

11. Adjournment

Posted by: _____

Date/Time: _____

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 at 928-554-0021

38-431.01 Meetings shall be open to the public

A. All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All Legal Action of public bodies shall occur during a public meeting.

Bashas's Community Board

Town Hall

Website



Town of Camp Verde Facilities Use AGREEMENT

**Between
The Town of Camp
Verde and
Yavapai Governing Board of Yavapai County College
District
DBA: Yavapai College**

The Parties to this Facilities Use AGREEMENT (herein referred to as "AGREEMENT") are the Governing Board of Yavapai County Community College District (herein referred to as "*Yavapai College*"), and the Town of Camp Verde, Yavapai County, Arizona, a municipal corporation of the State of Arizona (herein referred to as the "Town").

The parties agree that the point of contact for the respective parties are as follows:

For the Town:

Russ Martin, Town Manager

Town of Camp Verde, 473 South Main Street

Camp Verde, AZ 86322

For Yavapai College:

Phyllis Lewellen, Director of Purchasing

Yavapai College, 1100 E. Sheldon Street

Prescott, Arizona 86301

Purpose of this AGREEMENT: To facilitate certain uses of Town property, to support and promote Yavapai College, and opportunities that benefit the public, the College and the Town.

This Agreement is made with reference to the following factors:

- 1. Property and Use:** The Town agrees that "Yavapai College" is authorized to utilize certain own-owned properties and facilities within the corporate limits of the Town for Yavapai College classes, meetings and other activities to promote the College and benefit the public.

The authorized Town facilities that Yavapai College may utilize include rooms, bathrooms and other spaces including parking lots assigned through Camp Verde Parks & Recreation or the Community Library.

Yavapai College agrees to conduct all activities associated with this AGREEMENT in a professional, careful and safe manner. When using any Town-assigned facility, or any portion thereof, Yavapai College agrees to comply with all applicable State, Federal or Town ordinances and regulations. It is further understood that Yavapai College will adhere to all written Town policies concerning the use and occupancy of any particular Town-assigned facility. Upon the completion of any use related herein, Yavapai College agrees to leave any Town-assigned facility in as good order and condition as existed prior to Yavapai College's use thereof.

- 2. Relocation of Event:** The parties agree that under certain circumstances i.e. an emergency or an event beyond the Town's control that may necessitate the relocation of any of Yavapai College's use herein provided that such use can be relocated. This decision shall be so determined at the sole discretion of the Town concerning which particular Town-owned properties and facilities can be utilized under certain circumstances for Yavapai College's event.

- 3. Cancellation of Event:** The Town reserves its right to cancel the use of any preset time and place of usage for Town-assigned facility if the facility becomes unavailable for any reason, including emergencies. The Town will timely notify Yavapai College by verbal notification (as well as in writing to Yavapai College, if time allows) of any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as the Town is made aware that the requested facility is no longer available to Yavapai College for the preset time and place of said Town-assigned facility.

Yavapai College also reserves its right to cancel the use of any preset time and place of usage of Town-assigned facility if Yavapai College cannot hold their event for any reason, including emergencies. Yavapai College will timely notify the Town by verbal notification (as well as in writing to the Town, if time allows) of any changes affecting the event's times, dates or places of said Town-assigned facility; based upon the prevailing facts and circumstances, as soon as Yavapai College is made aware that they will not meet at the pre-set time and place of said Town-assigned facility.

- 4. Term:** The term of the AGREEMENT shall be for a period of two (2) years and 2 months and commence on May 2, 2018 and end on June 30, 2020. A similar AGREEMENT may be renewed upon the mutual agreement of both parties, under the same terms and conditions or re-negotiated. The Town shall complete any future AGREEMENT based on the then prevailing facts and circumstances and transmit it to Yavapai College for review well in advance of the Council meeting in which a future AGREEMENT will be considered. Yavapai College shall help coordinate this process through the Parks and Recreation Department of the Town of Camp Verde and shall clearly identify the dates and times needed for use of Town facilities.

- 5. Facility User Fees:** In consideration of Yavapai College making educational opportunities available to Town residents and in consideration of Yavapai College's duty to maintain any Town-assigned facility as required by Section 1 of this AGREEMENT, the Town waives any payment of user fee(s) during the term of the AGREEMENT.

6. Improvements: Yavapai College shall not make any modifications or improvements to Town facilities without prior consent of the Town. Any office equipment, supplies brought to Town facilities by Yavapai College shall remain the property of Yavapai College.

7. Insurance: In connection to the Organization or Party to the Agreement use of Department or Division-assigned facilities the Organization or Party to the Agreement will:

Procure at their own expense and maintain during the term hereof, a property insurance policy of General Liability Insurance of at least:

\$1,000,000.00 per occurrence

\$2,000,000.00 in aggregate

against claims for the bodily injury, death and property damage. Insurance provided by the Name of Organization or Party to the Agreement shall be primary and insurance provided by the Town shall not contribute to liability covered by the Name of Organization or Party to the Agreement insurance coverage.

The Organization or Party to the Agreement's Certificate of Insurance/Description of Operations Box must: name the Town as Additional Insured for all the organization's activities on Town Premises.

The Organization or Party to the Agreement shall provide, simultaneously, to the Town: 1) a Certificate of Insurance evidencing such insurance coverage; 2) the Corresponding Endorsement relative to the Town being named as additionally insured; and 3) the fully executed facilities AGREEMENT.

The receipt of any Certificate of Insurance and Endorsement does not constitute an agreement by the Town of Camp Verde that insurance requirements have been met.

The Organization or Party to the Agreement shall keep said policy in force for the duration of this AGREEMENT, and for any extension thereof. Additionally, the Certificate of Insurance and corresponding endorsements relative to the Town being named as additionally insured shall be provided to the Town, annually, when the Organization or Party to the Agreement renews its insurance policy/policies. These documents shall be mailed or delivered to the Risk Manager at 473 S. Main St., Ste. 102, Camp Verde, AZ 8632

8. Indemnification: Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials/agents/employees, or volunteers.

Nothing in this AGREEMENT shall be construed to make either party the legal representative or agent of the other, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of, or on behalf of, the other party. The relationship created by this AGREEMENT shall not be read so as to change the independent nature of either party.

9. Damage to Facility: If any damage occurs to the facilities by Yavapai College, Yavapai College's officers must compensate the Town in order to repair the facilities.

10. Entire Understanding: This AGREEMENT embodies the entire understanding and obligations between Yavapai College and the Town for all uses of Town-assigned facilities pursuant to this

AGREEMENT. The parties shall not be bound by, nor is either Party liable for, any statement or representations, of any nature, not set forth in this AGREEMENT. Changes of any of the provisions of this AGREEMENT shall not be valid unless completed in writing and signed by both parties.

- 11. Suspension and Termination:** A non-breaching Party may terminate this AGREEMENT for the failure of the other Party to comply with the provisions of this AGREEMENT by giving the other Party a thirty (30) day written notice of the failure to comply. Either Party may terminate this AGREEMENT immediately if the other Party files for bankruptcy or receivership, or takes any actions relating to insolvency, such as assignment for the benefit of creditors.
- 12. Assignment and Subletting:** Yavapai College shall not have the right to assign this AGREEMENT, nor shall it allow any other person or entity to use or occupy a Town-assigned facility that has been authorized to be used by Yavapai College pursuant to this AGREEMENT.
- 13. Arbitration:** In the event of a dispute hereunder, either Party may exercise its right to cancel this AGREEMENT in writing. At the Town's sole discretion, it may choose to resolve any dispute pursuant to A.R.S. § 12-1518, utilizing the services of the American Arbitration Association.
- 14. Conflict of Interest:** The parties understand that this AGREEMENT is subject to cancellation pursuant to A.R.S. § 38-511, without penalty or further obligation on the part of Yavapai College or the Town, if any person significantly involved in initiating, negotiating, securing, drafting or creating this AGREEMENT on behalf of Yavapai College or Town, and said employee or agent of the Town or Yavapai College, in any capacity, or a consultant to the Town or Yavapai College, with respect to the subject matter of this AGREEMENT, and such association creates a conflict of interest or presents an appearance of impropriety at any time while this AGREEMENT, or any extension hereof, is in effect.
- 15. Governing Law:** The laws of the State of Arizona shall govern this AGREEMENT, the courts of which shall have jurisdiction of the subject matter hereof. If any portion of this AGREEMENT is found by a court of record to be invalid, the remaining portions shall remain in full force and effect.
- 16. Authority:** The individual signing below on behalf of the Town hereby represents and warrants that he/she is duly authorized to execute and deliver this AGREEMENT on behalf of the Town and avows that this AGREEMENT is binding upon the Town in accordance with its terms.

For The Town:

Russ Martin, Town Manager

Date

Attest:

Approved as to form:

Judy Morgan, Town Clerk

Date

William Sims, Town Attorney

Date

For Yavapai Community College District, DBA: Yavapai College

Printed Name: _____

Signature: _____



Town of Camp Verde

Meeting Date: May 2, 2018

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

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact):

Discussion, consideration, possible approval of the attached settlement proposal from John and Cheryl Wischmeyer (“Wischmeyers”) and provide direction relative to modification of the existing plans for the buffer zone at the Camp Verde Sports Complex in order to settle a pending legal action between the Wischmeyers and Mayor Charles German.

Background:

The settlement proposal from the Wischmeyers is relative to the buffer zone at the Camp Verde Sports Complex in an effort to settle a pending legal action between the Wischmeyers and Mayor Charles German.

List Attached Documents: Camp Verde Sports Complex: 1) settlement proposal; 2) map; and 3) plant palette for habitat revegetation.

Reviews Completed by:

Department Head: Town Attorney Comments: Town Attorney has reviewed the attached settlement proposal from the Wischmeyers.

Finance Department:

Fiscal Impact: Indirect costs through the Risk Pool will be expensed to Risk Management’s Defense Fund: 19-160-20-722100.

Recommended Action (Motion):

Move to: Approve the attached settlement proposal from John and Cheryl Wischmeyer and provide direction relative to modification of the existing plans for the buffer zone at the Camp Verde Sports Complex in order to settle a pending legal action between the Wischmeyers and Mayor Charles German.

Instructions to the Clerk: File settlement agreement as appropriate upon receipt.

John and Cheryl Wischmeyer
P.O. Box 324
Camp Verde, Arizona 86322

To the Town Council of Camp Verde

Mayor, Charles German
Vice Mayor, Jessie Murdock
Council Member, Jackie Baker
Council Member, Buck Buchanan
Council Member Dee Jenkins
Council Member, Bradford Gordon
Council Member, Robin Whatley

April 8, 2018

Members of the Council:

In an effort to settle the pending legal action, we are providing the following offer. If the Town finds our offer acceptable, we believe this matter will be resolved immediately. At such time as the Town notifies us that it accepts our offer, we will submit a Joint Stipulation to the Court, to be signed by both Parties, dismissing the matter according the following agreement, which we believe protects the interests of both parties. We propose the following agreement, and if accepted by the Town, the litigation brought by the Wischmeyers against Mayor Charlie German will be dismissed. The conditions are as follows:

1. The Town will modify the existing plans to alter the path of the drainage channel along the north boundary of the Park, closest to the Wischmeyer property, as shown in the diagram presented by Town Manager Russ Martin at the Town Council meeting on April 4, 2018.
2. As explained herein, the path of the drainage channel shall be altered as shown in the revised plan prepared by Kimley Horn Engineers (Attached hereto as Exhibit A).
 - A. More specifically, viewing the channel as it runs from East to West, it is anticipated that this "smoothing out" of the drainage channel will start at approximately station 14.00, as shown on the

attached grading and drainage plan sheet prepared by Kimley Horn. Station 14.00 is located just east of the Wischmeyer property, and the channel will continue to be angled in a Southwesterly direction until approximately station 16.00, where it will then resume its westerly trajectory.

- B. While the Wischmeyers recognize and acknowledge that construction of the channel is subject to engineering requirements that ensure that the drainage channel functions properly, the Town recognizes and acknowledges that it will make all reasonable efforts to ensure that the northern limits of disturbance for the final location of the drainage channel will be no closer than 52 feet from the Southeast corner of the Wischmeyer property.
 - C. Subject to engineering requirements, it is the intent of the Town for the channel to continue at a Southwesterly angle for no more than approximately 35 feet (measured as parallel to the property line) where the South side of the drainage channel limits of disturbance will then continue along the 100 foot buffer line until it angles South to Southwest continuing across the park land toward the ADOT drainage channel.
 - D. Once the drainage channel returns to the 100 foot buffer line, the north side of the final drainage channel limits of disturbance will be no closer than approximately 72 feet to the Wischmeyer's property boundary.
 - E. At approximately the point at which the channel passes by the Wischmeyer property, the southern border of the channel shall be approximately 100 feet from the southern boundaries of those properties, as reasonably needed.
3. Between the southern border of the Wischmeyer property and the northern border of the channel, the Town shall restore the vegetation, to include such plants as mesquite, in sufficient size and quantity to provide a reasonable visual cushion from the activities anticipated in

the park. The Town anticipates the following landscaping, mesquite trees, shrubs, and foliage to be added: 4 – 15 gallon trees; 9 – 5 gallon shrubs; 10 – 1 gallon shrubs and/or perennials; and 5 Yuccas in various sizes. (Attached hereto as Exhibit B is an agreed-upon list of trees, shrubs, and foliage.) The Town shall restore all vegetation on or before April 1st, 2019. The Town anticipates that the above landscaping, trees, shrubs, and foliage would be included, in various numbers and amounts, throughout the remainder of the 100' buffer area that is disturbed. Additional trees, shrubs and foliage may be planted at the Town's discretion.

We believe these conditions are a reasonable compromise to the 100-foot buffer area that we believe was promised by the Town. If the Town agrees to these conditions, we agree that the pending legal dispute will be dismissed. The dismissal will initially be a dismissal without prejudice, with the understanding that at such time as the promised actions have been completed, the Parties will submit a notification to the Court to that effect, at which time the matter shall be deemed to have been dismissed with prejudice.

Staff has expressed trepidation regarding the terms of prejudice, and we understand the hesitation. But in order for this matter to be resolved, both Parties must act in good faith. We can assure the Town that we have no interest in protracted litigation, especially once the proposed corrections have begun. For that reason, we have agreed to dismiss, rather than to simply keep the matter current by ongoing requests for continuances and the continuation of the extensive discovery process mandated by the suit. Our dismissal, even without prejudice initially, will prevent this matter from being reinstated for any reason other than a breach of the Joint Stipulation.

We do so taking the Town at its word that the agreed upon measures will be undertaken in good faith, knowing that even a dismissal without prejudice presents some risk to our legal rights in the event matters unfold in an unanticipated manner.

We believe that this proposal is a reasonable way to proceed, and we request that the Town agree to this proposal in the interests of everyone involved. We appreciate your consideration in this matter and look forward to an amicable resolution.

Sincerely,

John and Cheryl Wischmeyer

A handwritten signature in cursive script, appearing to read "John and Cheryl Wischmeyer". The signature is fluid and connected, with the first name "John" and last name "Wischmeyer" being more prominent than the middle name "and Cheryl".

Cheryl Wischmeyer

Exhibit A

Exhibit B

Plant Palette for Habitat Revegetation at the Camp Verde Sports Park

Trees

Botanical Name	Common Name	Height	Number per acre
<i>Prosopis</i> spp.	Mesquite	20'	
<i>Parkinsonia</i> spp.	Palo Verde	40'	

Shrubs

<i>Senegalia greggii</i>	Cat Claw	15'	
<i>Atriplex canescens</i>	Fourwing Salt Brush	4'	
<i>Atriplex hymenlytra</i>	Desert Holly	4'	
<i>Chrysothamnus nauseosus</i>	Rabbit Brush	6'	
<i>Larrea tridentata</i>	Creosote Bush	6'	
<i>Encelia farinosa</i>	Brittle bush	4'	

Perennials/Wildflowers

<i>Abutilon palmeri</i>	Mallow	4'	
<i>Asclepias</i> spp.	Milkweed		
<i>Baileya multiradiata</i>	Desert Marigold		
<i>Casilleja</i> spp.	Indian Paintbrush		
<i>Clarkia purpurea</i>	Clarkia		
<i>Eriogonum</i> spp.	Buckwheat		
<i>Eschscholzia</i> spp.	CA Poppies		
<i>Mimulus</i> spp.	Monkey Flower		
<i>Penstemon</i> spp.	Penstemon		
<i>Sphaeralcea</i> spp.	Globe Mallow		

Grass

<i>Bouteloua gracilis</i>	Blue Grama		
<i>Bouteloua</i> spp.	Gramma		
<i>Bouteloua datyloides</i>	Buffalo Grass		
<i>Bothriochloa barbinodis</i>	Bluestem		
<i>Sporobolus cryptandrus</i>	Sand Dropseed		

Cactus and Such

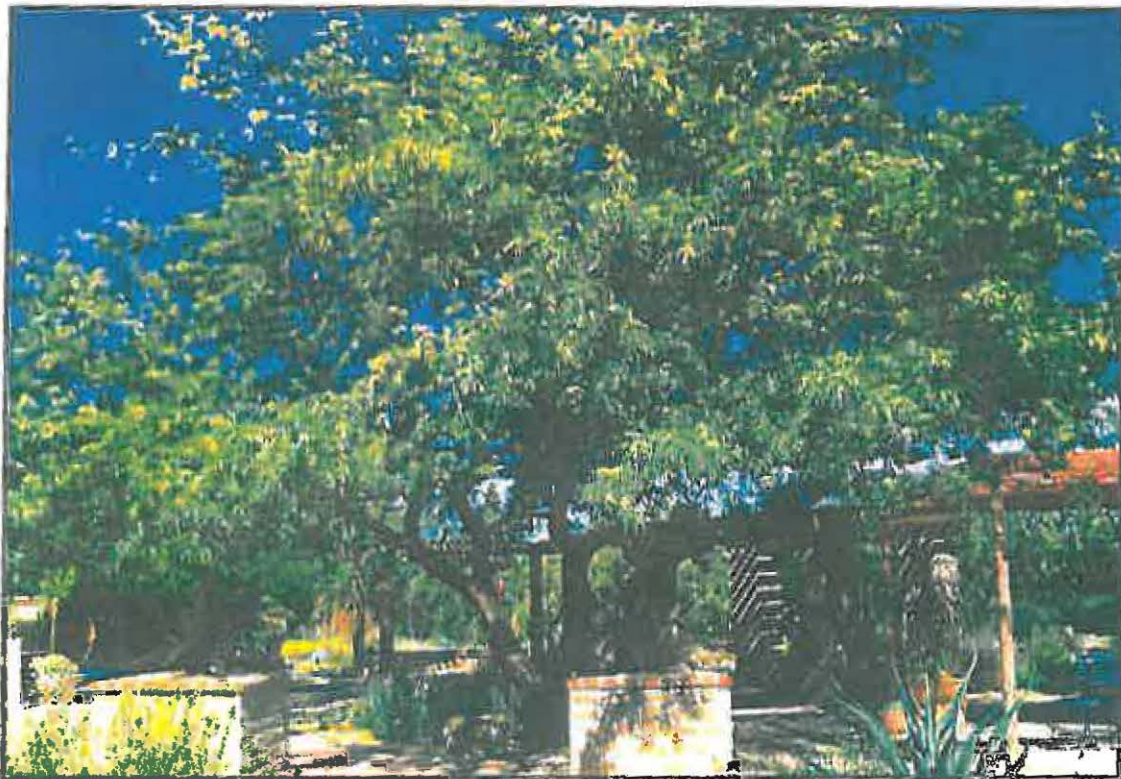
<i>Yucca</i> spp.	Yucca	varies	
<i>Opuntia basilaris</i>	Beavertail cactus		
<i>Opuntia santa-rita</i>	Purple Beavertail		
<i>Echinocerus fasciculatus</i>	Strawberry Hedgehog		



PROSOPIS JULIFLORA ARIZONA NATIVE MESQUITE

Arizona native mesquite develops into a large deciduous shrub or medium-sized tree, growing to about 30' tall and wide. Its dense canopy of ferny green foliage provides welcome shade in the summer months. It does have small, sharp thorns so be cautious about site selection. This tree is native from southern Arizona into western Texas and south into Mexico, and is common at elevations below 5,000 feet. This extremely tough tree is tolerant of drought, full sun, reflected heat, and is cold-hardy to 0° F. USDA Zone 6.

AT A GLANCE SUMMARY	
SIZE (H X W)	30 feet x 30 feet
FLOWER COLOR	Yellow
FLOWER SEASON	Spring
EXPOSURE	Full sun
WATER	Low
GROWTH RATE	Moderate
HARDINESS	0° F, USDA Zone 6
PRUNING	Prune to shape



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PARKINSONIA FLORIDA (CERCIDIUM FLORIDUM) BLUE PALO VERDE

Blue palo verde is an upright to spreading tree to 30' tall and wide. Growth is moderately fast with monthly irrigation. It blooms in the spring with profuse clusters of golden-yellow blossoms. The flower blossoms emerge before those of *Parkinsonia microphylla*. An Arizona native, it is common below 4000 feet in elevation. It is usually low branching, and is often multi-trunked. Periods of drought or cold can cause the tree to become partially or totally deciduous. The blue-green branches carry on photosynthesis even when the tree is leafless.

AT A GLANCE SUMMARY	
SIZE (H X W)	30 feet x 30 feet
FLOWER COLOR	Yellow
FLOWER SEASON	Mid - Spring
EXPOSURE	Full Sun, Reflected Heat
WATER	Low
GROWTH RATE	Moderate
HARDINESS	10° F, USDA Zone 7
PRUNING	Prune to tree form



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PARKINSONIA (CERCIDIUM) X 'DESERT MUSEUM'

This tree is a three way cross between *Parkinsonia microphylla*, *Parkinsonia florida*, and *Parkinsonia aculeata*. This fast-growing, thornless clone has an upright growth habit and is very fast growing. 'Desert Museum' has small, bright green, compound leaves and smooth lime green bark. "Palo verde" translates to "green stick" in Spanish, describing the green bark that carries on photosynthesis when the leaves are shed during cold or drought. Masses of large, bright yellow flowers are produced from March through May, with sporadic flowering during the summer months. The flowers are large and the bloom cycle is longer than for the parent palo verdes. 'Desert Museum' should be planted in full sun and well-drained soil.

AT A GLANCE SUMMARY

SIZE (H X W)	25 feet x 25 feet
FLOWER COLOR	Bright Yellow
FLOWER SEASON	Spring
EXPOSURE	Full Sun, Reflected Heat
WATER	Low
GROWTH RATE	Fast
HARDINESS	15° F, USDA Zone 8
PRUNING	Thin & Shape



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ACACIA GREGGII CATCLAW ACACIA

Catclaw acacia is a woody perennial, growing slowly to form a large shrub or small tree to 15' tall by 20' wide. It develops dense thickets, its twisted and tangled branches covered with curved thorns. The gray-green leaves are doubly pinnate. Rod-shaped, cream colored flowers occur in abundance in the spring provided there was ample winter rain. The fragrant flowers are highly attractive to bees, and the bean-like pods are a favorite of quail. This plant is best suited for revegetation projects, or as a wildlife resource. Native to much of the Southwest, this tough, drought tolerant plant is native to alkaline rocky hill-sides and sandy desert flats under 5000 feet in elevation. Hardy to 0 °F. USDA Zone 7.



AT A GLANCE SUMMARY

SIZE (H X W)	15 feet x 20 feet
FLOWER COLOR	Yellow
FLOWER SEASON	Spring
EXPOSURE	Full Sun
WATER	Low
GROWTH RATE	Slow-Moderate
HARDINESS	0° F, USDA Zone 7
PRUNING	As needed to develop a tree form

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ERIOGONUM FASCICULATUM V. POLIOFOLIUM FLATTOP BUCKWHEAT

Flattop Buckwheat is a clumping, grass-like plant with a naturally low-rounded form growing to 1.5' tall by 2' wide. The smallish leaves are dark green and are covered in a white woolly down on the underside. White to pink flowers appear in dense flattened clusters throughout the summer. This plant is tolerant of drought and heat. Flattop buckwheat is native on dry rocky slopes from 1000 to 4500 feet across Southern California, Utah and Arizona. It is adaptable to most soil conditions, but prefers coarse well-drained soils. It is hardy to 10° F.



AT A GLANCE SUMMARY

SIZE (H X W)	1.5 feet x 2 feet
FLOWER COLOR	Pink to white
FLOWER SEASON	Summer, early fall
EXPOSURE	Full sun
WATER	Low
GROWTH RATE	Moderate
HARDINESS	10° F, USDA Zone 7
PRUNING	Prune early spring

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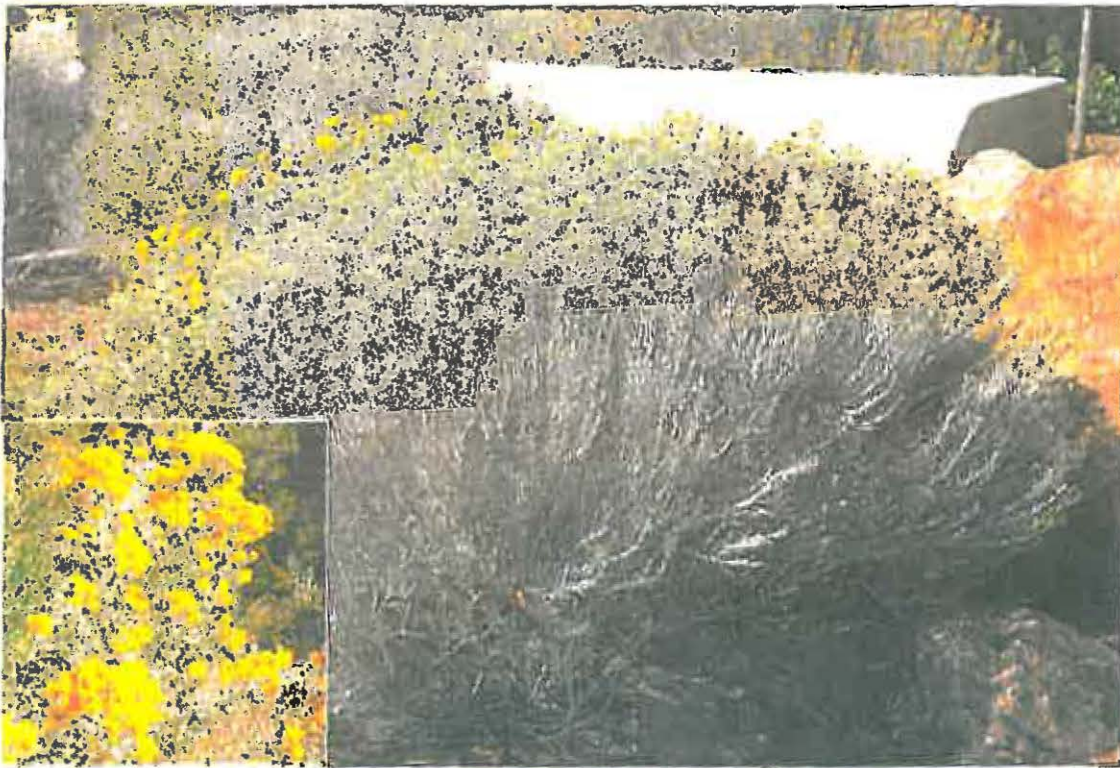


ERICAMERIA NAUSEOSUS var. SPECIOSUS WHITE STEM CHAMISA

Synonym: *Chrysothamnus nauseosus* var. *albicaulis*) Rabbitbrush occurs over a wide area of the western U.S., and reaches into Canada and Mexico, at elevations from 2000 to 8000 feet as it prefers the cooler nights of higher elevations. In the low deserts, it goes semi-dormant in the summer months. A naturally rounded form, attractive foliage, and splashy fall flower display combine to make this durable native an appealing ornamental. Rabbitbrush is semi-evergreen, with aromatic narrow, grey-green leaves. The stems are covered in white woolly hairs, lending the shrub a silvery appearance. The size is variable, largely depending on available moisture. Irrigation will encourage a larger, leggier form. Rabbitbrush can be invasive if heavily irrigated. To encourage a denser form, plant in full sun, prune hard in late spring, water sparingly, and don't use fertilizer!

AT A GLANCE SUMMARY

SIZE (H X W)	4 - 6 feet x 4 - 6 feet
FLOWER COLOR	Yellow
FLOWER SEASON	Fall
EXPOSURE	Full Sun
WATER	Low
GROWTH RATE	Moderate to Fast
HARDINESS	-30° F, USDA Zone 4
PRUNING	To Rejuvenate in Spring



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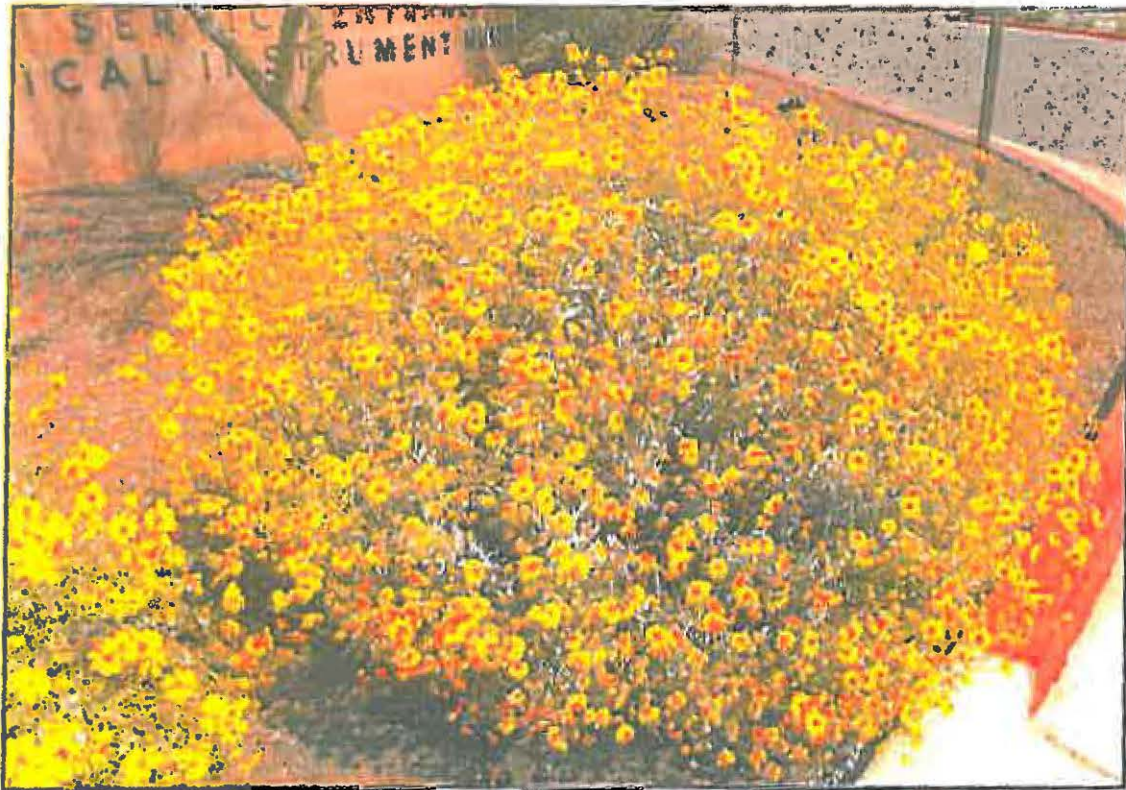


ENCELIA FARINOSA BRITTLEBUSH

This fast-growing, mounding shrub occurs in sandy and gravelly soils over much of the southwestern U.S. and Mexico. Large, lance-shaped, gray leaves contrast with the bright yellow daisy-like flowers produced in the spring. It is extremely drought tolerant but in irrigated landscapes it may become quite lush and larger than plants existing on rainfall. If plants are overwatered they may rot out or become short-lived. The lance or ovate shaped leaves are a favorite of aphids, lacebugs and flea beetles. Plant in full sun and provide good drainage.

AT A GLANCE SUMMARY

SIZE (H X W)	4 feet x 4 feet
FLOWER COLOR	Yellow
FLOWER SEASON	Spring
EXPOSURE	Full Sun
WATER	Low
GROWTH RATE	Fast
HARDINESS	15° F, USDA Zone 8
PRUNING	To Rejuvenate



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LARREA TRIDENTATA CREOSOTE BUSH

The aromatic foliage of this southwest native evokes the scent of rain in the desert! Found virtually throughout the flatlands of the arid West, this tough evergreen shrub is always a favorite in native gardens. In the wild it has an open form with sparse foliage on woody stems. Irrigated plants will be much more lush and grow faster. It is a durable plant that can provide a solid foundation to the landscape. Yellow flowers may be produced throughout the year, but occur primarily in the spring. The flowers are followed by small fuzzy seedpods. For best results plant in full sun and in well-drained soils.

AT A GLANCE SUMMARY

SIZE (H X W)	6 feet x 8 feet
FLOWER COLOR	Yellow
FLOWER SEASON	Spring
EXPOSURE	Full & Reflected Sun
WATER	Low
GROWTH RATE	Slow to Moderate
HARDINESS	0° F, USDA Zone 7
PRUNING	To Shape



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PENSTEMON PARRYI PARRY'S PENSTEMON

This is the most well-known and popular native penstemon. The plant consists of a low rosette of leaves, usually less than 10 inches high, and flower stalks that can reach 3 feet tall. The dark gray-green leaves measure up to 4 inches long. The 3-foot-tall stalks of hot pink flowers provide a glorious display of color from late February to early April attracting lots of hummingbirds. Parry's penstemon is found from southern Arizona to northern Mexico, at elevations of 1500-5000 feet.

AT A GLANCE SUMMARY

SIZE (H X W)	2-3 feet with stalk x 1-2 feet
FLOWER COLOR	Hot Pink
FLOWER SEASON	Late Winter, Spring
EXPOSURE	Full Sun, Part Shade
WATER	Low
GROWTH RATE	Fast
HARDINESS	15° F, USDA Zone 8
PRUNING	Remove Old Flower Spikes



PERENNIAL

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California Poppy



Buffalo Grass



Blue Stem



Indian Paint Brush



Desert Holly



Drop Seed



Clarkia



Monkey Flower



Strawberry Hedgehog



BOUTELOUA GRACILIS BLUE GRAMA

The short-grass prairies of North America are dominated by *Bouteloua* species, making Blue grama a natural choice for meadow gardens. This small bunchgrass grows to 2 feet tall and wide, and is easily identified by its distinctive curved "comblike" seedheads, which appear during the summer. These seedheads dance above the foliage, imparting a light, airy feel to the garden. Its narrow green leaves dry to a tan color in the winter months. In cool, moist climates *B. gracilis* can form a fairly dense sod. Or, combine it with perennial wildflowers and leave it unmowed for a casual feel. This warm-season, clumping grass is extremely cold hardy and durable. Plant in full sun, but provide ample summer irrigation in the low deserts to maintain a lush green look. It will benefit from a good hard pruning or mowing in the early spring to remove dormant winter foliage and spent flower spikes. USDA Zone 3.

AT A GLANCE SUMMARY

SIZE (H X W)	2 feet x 2 feet
FLOWER COLOR	Green to purple
FLOWER SEASON	Spring - Summer
EXPOSURE	Full sun
WATER	Low
GROWTH RATE	Fast
HARDINESS	-30° F, USDA Zone 3
PRUNING	Cut back in spring



GRASS



BOUTELOUA GRACILIS 'BLONDE AMBITION' PP22048

Selected by renowned plantsman David Salmon of High Country Gardens in Santa Fe, this showy selection of blue grama grass has huge chartreuse flowers that dance above the foliage. They mature into long-lasting blonde seedheads that add interest all year. This selection of blue grama is larger than the species, growing to 30-36 inches tall. The narrow green leaves dry to a tan color in the winter months. This warm-season, clumping grass is extremely cold hardy and durable. Plant in full sun, but provide ample summer irrigation in the low deserts to maintain a lush green look. It will benefit from a good hard pruning or mowing in the early spring to remove dormant winter foliage and spent flower spikes. USDA Zone 4.

AT A GLANCE SUMMARY

SIZE (H X W)	2.5-3 feet x 2.5-3 feet
FLOWER COLOR	Green to purple
FLOWER SEASON	Spring - Summer
EXPOSURE	Full sun
WATER	Low
GROWTH RATE	Fast
HARDINESS	-20° F, USDA Zone 4
PRUNING	Cut back in spring



GRASS



SPHAERALCEA AMBIGUA GLOBE MALLOW

This native perennial has a relaxed, sprawling form that mixes well with other desert plants. Although a light orange flower color is the most common, other color selections have been made from wild populations, ranging from pink to red to lavender. Our blocks of regular *Sphaeralcea ambigua* contain a mix of several flower colors. Globe mallow may start to look rangy after flowering, and should be cut back to about six inches tall in the early fall. Soon after, it will generate many fresh herbaceous stems from the woody base, quickly reaching a height and width of three feet in one growing season. The small, grayish-green, three lobed leaves are covered with tiny hairs that can be irritating to some people. Be sure to wear gloves and long sleeves when pruning this plant! Globe mallow is extremely drought tolerant.

AT A GLANCE SUMMARY

SIZE (H X W)	3 feet x 3 feet
FLOWER COLOR	Mostly Orange, but Also White, Pink, Red and Lavender
FLOWER SEASON	Spring
EXPOSURE	Full Sun, Reflected Heat
WATER	Low
GROWTH RATE	Fast
HARDINESS	-10° F, USDA Zone 6
PRUNING	Shear After Flowering



The most common orange-flowering form of Globe Mallow is shown above. Other colors do occur in nature as show in the photos to the right.



PERENNIAL

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YUCCA RIGIDA BLUE YUCCA

Blue yucca, a trunk-forming species, grows to 12 feet tall, with minimal branching near the top. Its distinctive, powder blue leaves are rigid, with yellow margins. These blue leaves are about 3 feet long by 1 inch wide, and have a sharp spine at the tip. In the late spring the blue foliage is complemented by a showy 5 to 6 foot stalk of white flowers. For best growth, provide supplemental water in the summer, and plant in well-drained soils. Blue yucca can be planted in full sun or very light filtered shade

AT A GLANCE SUMMARY	
SIZE (H X W)	12 feet x 8 feet
FLOWER COLOR	Creamy White
FLOWER SEASON	Late Spring
EXPOSURE	Full Sun, Reflected Heat
WATER	Low
GROWTH RATE	Moderate
HARDINESS	0° F, USDA Zone 6
PRUNING	Remove Spent Flower Stalk



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OPUNTIA BASILARIS BEAVERTAIL PRICKLY PEAR

The beavertail cactus is native to the Mojave and Sonoran deserts from sea level to 6,000 feet. The blue-gray 6" long pads are shaped much like a beaver's tail dotted with dense clusters of brown glochids (tiny spines) in an attractive dot-like pattern. New pads are jointed one on top of another creating a distinctive succulent clump. Large hot pink flowers are produced in clusters on top of the pads between March and June. Dry, green pear-like fruits follow the flowers. Although this species is spineless, the glochids are easily detached and can create quite a nuisance if one brushes against them. Most clumps will be about 2 feet tall by 3 feet across.

AT A GLANCE SUMMARY

SIZE (H X W)	2 feet x 3 feet
FLOWER COLOR	Rose
FLOWER SEASON	Spring into Summer
EXPOSURE	Full Sun
WATER	Low
GROWTH RATE	Low
HARDINESS	10° F, USDA Zone 7
PRUNING	None Required



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OPUNTIA SANTA RITA TUBAC™ PURPLE PRICKLY PEAR

Although this colorful cactus doesn't show its yellow blossoms until late spring, the rich purple pads provide plenty of winter interest. During the warmer months the pads are a soft blue-grey color. Mix the purple prickly pear in with shrubs and perennials for a softer effect. It is quite spiny, so set it well back from high traffic areas. This plant will grow to 4 feet tall by 6 feet wide. Purple Prickly Pear is susceptible to cochineal scale, which appears as a white cottony tuft. Spaying the scale off with water can control it. If the problem persists chemicals can be used. Tubac™ needs full sun, good drainage, and is hardy to 15° F. USDA Zone 8.

AT A GLANCE SUMMARY	
SIZE (H X W)	4 feet x 6 feet
FLOWER COLOR	Yellow
FLOWER SEASON	April - June
EXPOSURE	Full sun, reflected heat
WATER	Low
GROWTH RATE	Moderate to slow
HARDINESS	15° F, USDA Zone 8
PRUNING	None



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Photographs of Yucca Harrimaniae



Yucca harrimaniae with flower stalk, Red Lake Canyon, Canyonlands National Park, Utah

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