



Support your local merchants

**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, SEPTEMBER 5, 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 – August 15, 2018

b) Next Meeting, Date and Time:

1) Friday, September 7, 2018 at 12:30 p.m. – Special Study Session

2) Wednesday, September 12, 2018 at 5:00 p.m. – Work Session

3) Wednesday, September 19, 2018 at 6:30 p.m. – Regular Session

4) Wednesday, September 26, 2018 at 6:30 p.m. – Council Hears P&Z Matters

5) Wednesday, October 3, 2018 at 6:30 p.m. – Regular Session

c) Consideration and possible approval to staff to enter into an Intergovernmental Agreement (IGA) with TIPS (The Interlocal Purchasing System), a co-operative purchasing group. [Staff Resource: Mike Showers]

d) Approve Renewal of Facilities Use Agreement between the Town of Camp Verde and Camp Verde Adult Reading Program. [Staff Resource: Kathy Hellman]

5. Special Announcements and presentations.

5.1. National Day of Service and Remembrance Proclamation.

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,

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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))

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- 7. Business. Legal action can be taken.**
- 27 **7.1. Discussion and possible approval of Ordinance 2018-A437, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for a Zoning Map Change from R1L-70 (Residential: Single Family Residential Limited, 70,000 Square-Foot Minimum Lot Size) And C2 (Commercial: General Sales and Service) to C2-Pad (Commercial: General Sales and Service, Planned Area Development) for a proposed Mixed-Use project. The property is approximately 81 Acres and is located at Homestead Parkway and State Route 260, Parcel Numbers 403-22-035A and 403-22-035H, in Camp Verde, Yavapai County, Arizona. [Staff Resource: Carmen Howard]**
- 49 **7.2. Discussion and possible approval of Resolution 2018-1010, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, for a Binding Waiver of Enforcement between the Town of Camp Verde and BRLS Properties I, LLC, relating to APN # 403-23-150A. [Staff Resource: Carmen Howard]**
- 57 **7.3. Discussion, consideration and possible approval of an agreement for the use of the Town's arena fence panels to be used by Cliff Castle Casino during the Bull Bash on the weekend of Fort Verde Days, October 12th and 13th. [Staff Resource: Russ Martin]**
- 61 **7.4. Discussion, consideration and possible direction to the Town staff for next steps for the local arena group to receive future approval, funding and other necessary steps in their request to see an arena built in the Town of Camp Verde. [Staff Resource: Russ Martin]**
- 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

Agenda items may be taken out of order.

Pursuant to A.R.S. §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.

Pursuant to A.R.S. §38-431.03(A)(2) and (A)(3), the Council may vote to go into Executive Session for the purpose 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.

Camp Verde Council Meetings are recorded and may be viewed on the Camp Verde website. Pursuant to A.R.S. §1-602(A)(9), parents and legal guardians have the right to consent before the Town of Camp Verde makes a video or voice recording of a minor child. If you permit your child to participate in the Council Meeting, a recording will be made. You may exercise your right not to consent by not permitting your child to participate or by submitting your request in advance to the Town Clerk that your child not be recorded.

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DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, AUGUST 15, 2018 at 6:30 P.M.

1. Call to Order

Mayor German called the meeting to order at 6:30 p.m.

2. Roll Call

Mayor Charles German, Vice Mayor Jessie Murdock, Councilor Robin Whatley, Councilor Dee Jenkins, Councilor Brad Gordon, Councilor Jackie Baker and Councilor Buck Buchanan were present.

Also Present

Town Manager Russ Martin, Town Clerk Judy Morgan, Finance Director Mike Showers, Commander Brian Armstrong, and Recording Secretary Jennifer Reed.

3. Pledge of Allegiance

Mayor German led the Pledge.

4. Consent Agenda.

a) Approval of the Minutes:

- 1) Special Session – August 1, 2018
- 2) Executive Session – August 1, 2018 (recorded)
- 3) Regular Session – August 1, 2018

b) Set Next Meeting, Date and Time:

- 1) Wednesday, August 22, 2018 at 6:30 p.m. – Council Hears P&Z Matters – Meeting CANCELLED per Resolution 2018-994
- 2) Wednesday, September 5, 2018 at 6:30 p.m. – Regular Session
- 3) Wednesday, September 12, 2018 at 5:30 p.m. – Work Session
- 4) Wednesday, September 19, 2018 at 6:30 p.m. – Regular Session
- 5) Wednesday, September 26, 2018 at 6:30 p.m. – Council Hears P&Z Matters

c) Possible approval of Special Event Liquor License application for Verde Valley Sheriff's Posse for Fort Verde Days to be held on October 12 & 13, 2018. [Staff Resource: Judy Morgan]

d) Increase current JOC (Job Order Contracting) individual job order maximum cap of \$250,000 back to previous \$1 million dollars. [Staff Resource: Ron Long]

Councilor Jenkins noted a correction needed to be made to the Regular Meeting Minutes of August 1, 2018. The Work Session that was scheduled on August 8, 2018 was cancelled.

Motion was made by Vice Mayor Murdock to approve the consent agenda with the noted correction to August 1st Regular Session Minutes. Second was made by Councilor Baker. **Motion** carried unanimously with Mayor German, Vice Mayor Murdock, Councilors Whatley, Jenkins, Gordon, Baker and Buchanan approving.

5. Special Announcements and presentations.

5.1. Proclamation - September is Prostate Cancer Awareness Month.

Mayor German read the proclamation and declared it so.

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

Robert Noone brought a box of what he said was \$20,000 worth of legal fees he spent due to a prior flooding issue to his property. He spoke on the history of this issue, and stated he has submitted a (FOIA) request for the town's legal fees spent on this case.

Joe Butner spoke on the mayor's vote on a change order contract for the new park, and the dirt transfer from the new park to the Mayor's yard. He spoke on Arizona's Conflict of Interest Statutes under ARS Section 38-501-511, *ARS Section 38-504c*. Mr. Butner stated that a violation of these laws is a felony if it is intentional, it is a misdemeanor if it is reckless or negligent.

Tyler Rezzonico updated the Council on the Camp Verde Arena Committee: An Executive Board of five people has been created; there have been three meetings; the Executive Board will attend the September 5, 2018 Council Meeting to give an update. He stated this committee has been well supported.

Carol German updated the Council regarding the recent Yavapai College board activities: she attended a committee meeting Monday, August 13th, along with representatives from around the Verde Valley area; Friday, August 17, 2108 there will be an invitation only Forum on the Verde Campus with each community asked to send a representative. Steve Ayers and Mayor German will attend and represent Camp Verde. She spoke on a booklet prepared, by Bob Oliphant and passed out copies of the booklet to Council Members. She spoke on the need for a Career Technology Center in the Verde Valley.

Alex Goetting campaigned for his write-in candidacy for Mayor. He gave his opinion on the Mayor's "dirt moving" project at his home: feels there is special treatment for town employees and the Mayor; Town has "an issue"; an independent investigation needs to be done; the system is broken, and hopes they can fix the problem; called for the Mayor and Town Manager to resign.

7. Business. Legal action can be taken.

7.1. Discussion, consideration, and possible instruction to the Mayor as to how to vote on the proposed League Resolutions at the League of Arizona Cities and Towns League Resolution Committee meeting (on Tuesday, August 21, 2018 at 1:30 p.m. located at the Phoenician Resort, 6000 East Camelback Road, Phoenix, Arizona 85251). [Resource: Mayor Charles German]

The Mayor and Council reviewed the resolutions and decided to vote as follows:

BFED1- Support

BFED2- Support

BFED3- Neutral

GAHRE1- Neutral

GAHRE2- Support

GAHRE3- Support

NSQL1- Support
NSQL2- Support
NSQL3- No
NSQL4- No
PSMAC1- Neutral
League Staff1- Support

7.2. Discussion, consideration and approval/direction to staff for the procurement of budgeted vehicles and equipment for the 2019 fiscal year. [Staff Resource: Mike Showers; Presentation: Enterprise Representative Tim Warren]

Finance Director Mike Showers explained that they are interested in finding ways to lower fleet expenses and improve efficiency. Mr. Showers introduced Enterprise Representative Tim Warren who gave a proposal overview of enterprise fleet management via PowerPoint presentation. He explained that in an effort to reduce increasing vehicle costs, the town has researched leasing options to supplement town vehicle purchases as a solution to better manage its aging fleet. The research found:

- 57% of the current light and medium duty fleet is over 10 years old, 28% is more than 20 years old
- Older vehicles have higher fuel costs, maintenance costs, have fewer safety features, and tend to be unreliable.
- It would take 20 years to cycle out the entire fleet based on historical acquisition rates (average over last 10 years)

Enterprise Fleet Management's proposal is to save town resources and budget dollars through a managed vehicle program. The benefits include:

- Utilizing an open-end lease as a funding mechanism, allows the town to acquire additional vehicles while avoiding a large capital budget outlay.
- Replacing aged vehicles with newer models will increase fuel efficiency and reduce maintenance expenses. Maintenance and repairs can be performed by local businesses if desired to further stimulate economic growth and the integration of more fuel efficient vehicles will reduce carbon footprint.
- Establish a proactive replacement plan that maximizes potential equity at time of resale, reduces operational expenses, and increases safety.

Mr. Warren explained that an open-end lease means there are no early termination, mileage, or abnormal wear and tear penalties. Leases are written to a residual balance to preserve cash flow. The town receives flexibility of ownership, as well as net equity from sale at time of disposal.

Councilor Gordon asked how long the City of Cottonwood has used this program. Mr. Warren stated the Cottonwood City Council approved the plan in March 2018 and have just received 6 vehicles.

Councilor Gordon asked if Mr. Showers has spoken with the City of Cottonwood regarding this program. Mike Showers stated he has talked with them and they are happy with what they have, they have nothing negative to say about the program.

Vice Mayor Murdock asked, if the Town enters into a contract, how long the commitment is. Mr. Warren stated that Enterprise has no length of term contract; it is done vehicle by vehicle.

Councilor Baker asked if the Marshal's Office had a lease agreement for their department vehicles. Mr. Showers stated that the 2013 Contract was the first contract and it is paid off and the second one was done in 2015 which will run out in 2020. Mr. Showers stated they were all purchased through a lease purchase and bought all up front. This is what they are proposing to do with the larger equipment for the Streets Department.

Councilor Baker asked if about the equipment and painting for the Marshal's fleet. Mike showers stated this will still fall under the budgeted amount. This is a tight year and the goal is to not go over the budgeted amount.

Councilor Baker asked what will be the saving the first year. Mr. Shower said in the proof of concept page that was presented, it is suggested that by using the Enterprise Plan verses using the town's current standard fleet, there will be a savings in fuel and maintenance in the first year.

Vice Mayor Murdock spoke in support of the line item for lease purchased vehicles in the recently passed budget. She went on to say that we are in the process of moving into a modernized community within the Town limits of Camp Verde, there are many vehicles that are 10-20 years old and can't provide more amenities because of the old vehicles. She supports this Enterprise Package and hopes her fellow Council Members support the approval of this plan.

Councilor Whatley spoke in support of giving staff the tools to do the job. She supports the plan.

Councilor Gordon stated this is a good option since we are not tying ourselves to a contract.

Mr. Martin has done a comparison with State Contract Bid Prices against Enterprise's Plan. Enterprise came out on top not only in price but with the age of vehicles and vehicle maintenance.

Motion was made by Vice Mayor Murdock to approve the Town Manager & Finance Director to move forward with securing financing for the requested equipment and entering into an agreement with Enterprise Fleet to help manage the Town's vehicles. Second was made by Councilor Gordon. **Motion** carried unanimously with Mayor German, Vice Mayor Murdock, Councilors Whatley, Jenkins, Gordon, Baker and Buchanan approving.

7.3. Discussion, consideration and possible direction concerning the purchase of the Camp Verde Water System to include but not limited to any one or more of the following: direction to end negotiations, prepare a formal response, a new letter of intent to purchase, initiate condemnation processes and/or reengage on and possible preparation necessary for a franchise agreement election. [Staff Resource: Russ Martin]

Town Manager Martin reviewed the past dealings with the Water Company. They were hoping to come to an agreement with a contract. They came close but not close enough. The Bullard Family (current owners of water company) were hoping to go through a

condemnation process for acquisition. His proposal would have allowed the business to pay for itself through the revenue it already receives. For what the Bullards wanted for the business it would have put the town in a stressful financial situation and would not be a sound business decision to make at this point. The concept was to stay with the current rates and build enough reserves to cover maintenance costs. Mr. Martin stated that State Law says you cannot raise rates to cover the purchase price. He also added they have looked at other options but cannot come to an agreement on a franchise fee and he doesn't recommend the condemnation process because of the cost. Mr. Martin is coming to Council to get direction. There is a list of open options on the agenda.

Councilor Baker would not be supportive of going through the condemnation process. The recommended motion mentions the last agreement that council has agreed to, to her understanding there hasn't been anything agreed to. Mr. Martin said this is referring to the original agreement or "prior rights". Councilor Baker asked if the most important thing is to get the franchise agreement on the November ballot. Mr. Martin said time is very limited.

Mayor German stated this has fundamental issues and is outside the initial franchise agreement by two years. The initial agreement was for twenty-five years. He hopes the motion is to send it to the Attorney General and develop an agreement.

Councilor Gordon said they would be remiss if it doesn't get on the ballot. He doesn't want to see any changes to the last approved agreement. He agrees about going to the Attorney General with it.

Councilor Whatley wanted clarification on what would be on the ballot. Mr. Martin said it would be the Franchise Agreement.

Councilor Baker asked what is the timeframe to get it on the November ballot, how can we get the AG opinion in time. Mr. Martin said he will take it to them and hope they would realize the time sensitivity and give their answer quickly. Then it would be added to the next Council agenda.

Councilor Jenkins asked if they are still collecting franchise fees. Mr. Martin said they no longer are.

Public Comment:

Joe Butner agrees there needs to be a new Franchise Agreement but cautions the Council, before you do anything along lines of condemnation, make sure you have a good and complete appraisal with an expert who is prepared to testify. Then if you decided to proceed with condemnation, have a really good lawyer. A hundred thousand dollars is a very conservative number and that number does come out of the General Fund. There is no reason on either side to work out a deal. Don't give up.

Vice Mayor Murdock asked Mr. Martin to give a description of what happens without the franchise fee. Mr. Martin said they are working under a "Neighborly Agreement" which says they will notify us when they cut into street in an emergency, and they will put it back. From that stand point not a whole lot has changed. In reality, it needs to change to avoid liabilities and misunderstandings. He prefers it to be in contractual way like the other utilities.

Councilor Gordon said they should be treated like any contractor if there is no Franchise

Agreement.

Motion was made by Councilor Gordon to direct staff to move forward to a request to approve the last franchise agreement Council agreed to or other legal considerations necessary to get a franchise agreement on the November 2018 ballot. Second was made by Councilor Baker. **Motion** carried unanimously with Mayor German, Vice Mayor Murdock, Councilors Whatley, Jenkins, Gordon, Baker and Buchanan approving.

7.4. Discussion, consideration, and possible approval of an extension of all documents and agreements the Mayor to execute any and all documents related to the purchase of real property otherwise known as the formal Circle K property once the title company is able to complete proper titling [Staff Resource: Russ Martin]

Town Manager Martin handed out a copy of a map to Council and showed it to the public while speaking. Mr. Martin explained that the property contains an abandoned alleyway that had no formal documentation. This led to the Attorney doing a title search and it may require a complete redrafting of the description to ensure proper title transfer. This process has been delayed and they are looking for solutions to gain clear title. The Town Attorney would like additional Council action to finalize this as soon as possible. This extension will allow for the title work to be redone for proper, clean closure. If an extension is approved tonight, it will take approximately ten days to two weeks to get a transfer complete.

Mr. Martin also explained they are working with IT/Security people to put in cameras and fencing to demonstrate ownership.

Motion was made by Vice Mayor Murdock to authorize an extension purchase of property associated with the old Circle K to secure proper/clean title. Second was made by Councilor Gordon. Vice Mayor Murdock asked Mr. Martin to keep them updated on the progress. **Motion** carried unanimously with Mayor German, Vice Mayor Murdock, Councilors Whatley, Jenkins, Gordon, Baker and Buchanan approving.

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

Cheri Wischmeyer spoke regarding flooding on McCracken Lane. In the past she said that residents met with town staff, and were told they would talk with Forest Service. Another flood happened recently and the same damage has been done. She is here to ask, on behalf of those residents, that the Town speak with either the Forest Service or State Land about this engineering flaw. It is decreasing property values and creating serious flooding issues.

Fred Howe spoke regarding flooding on McCracken Lane. He has been watching the water situation and gave some history of other times it has flooded. He said someone needs to look into the engineering for the park, the drainage system that has been set up didn't drain and water is going where it's not supposed to go. He went on to say the old ditches are all clogged and they need to be cleaned. He feels the whole neighborhood will be coming to a meeting to ask for help.

Mayor German would like this Item put on the next Work Session for Council discussion.

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.

Councilor Baker attended a MATFORCE Meeting. She will be leaving material in the Town Clerk’s Office regarding other events that are coming up.

Vice Mayor Murdock will be attending the Intergovernmental Meeting hosted by Clarkdale where Northern AZ Healthcare will be giving a presentation. She also mentioned the flyer that was in their boxes, she shared two dates: in conjunction with the Verde Valley Archeology Center, they are hosting (at the Phillip England Center for the Performing Arts), two concerts #1-Camp Verde Jazz Festival September 1st at 7pm & #2-Camp Verde Blues Project October 13th at 7pm. This will support the local schools.

Mayor German went to the EOC where we have a FEMA Hazard Mitigation Plan that is developed. He needs to pursue getting it approved through Council. It is a county-wide plan that each entity has to approve, then send to EOC and then FEMA approves. The Mayor also attended the Verde Front who are still putting together all of the legal ramifications on how they operate as an organization. He said the cooperation is there and has to do with the Verde Valley economic sustainability. The Verde River is important to the community.

Town Manager Martin announce to the Council, those who want to carpool to the Intergovernmental meeting in Clarkdale, to meet at town hall parking lot at 5pm (8/16).

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.

Town Manager Martin reported:

- Mayor German and Economic Development Director Ayers are going to Yavapai College Forum and will report back to Council at a later date.
- He pointed out the construction being done to the Council Room. Staff has been working hard. He gave credit to Mike Dumas, Dave Russell, Steve Diacik and the Town Clerk’s staff. It is coming together.
- There are 7-8 individuals that will be going through the preliminary interview for the Marshal Position. He plans to will report the finalists in two weeks.

11. Adjournment

The Mayor adjourned the meeting at 8:27 p.m.

Attest:

Mayor Charles German

Town Clerk, Judy Morgan

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 Council Meeting of the Town Council of Camp Verde, Arizona, held on August 15, 2018. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2018.

Judy Morgan, Town Clerk

DRAFT



Agenda Item Submission Form – Section I

Meeting Date: September 5, 2018

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

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

Agenda Title (be exact): Discussion, consideration and possible approval to staff to enter into an IGA with TIPS, a co-operative purchasing group.

List Attached Documents: 1) TIPS Interlocal Agreement

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviews and comments Completed by:

Town Manager: _____ Department Head: _____

Town Attorney Comments: _____

Risk Management: _____

Finance Department

Fiscal Impact:

Budget Code: _____ N/A _____ **Amount Remaining:** _____ N/A _____

Comments: The agreement would allow the Town to have another purchasing option for saving money and time. The TIPS group is utilized by Enterprise to compare prices of vehicles to the State contract amounts. The Finance Director would become a member of the TIPS group by completing the attached Interlocal Agreement.

Background Information: None.

Recommended Action (Motion): Approve the Finance Director to enter into an IGA with TIPS, a co-operative purchasing group.

Instructions to the Clerk: N/A

INTERLOCAL AGREEMENT
Region VIII Education Service Center
ARIZONA PUBLIC AGENCY
(School, College, University, State, City or County Office)

ARIZONA
EDUCATIONAL OR GOVERNMENT ENTITY

Control Number (TIPS will Assign)
Schools enter County-District Number

and

Region VIII Education Service Center
Pittsburg, Texas

225 - 950
Region 8 County-District Number

The Texas Education Code §8.002 permits Regional Education Service Centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university financial operations.

Government Authority:

Arizona law permits school districts to participate in intergovernmental agreements and contracts. ARIZ.REV.STATE §11-951, et seq. Arizona law provides that two or more public agencies by contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for cooperative action. ARIZ. REV. STAT §11-952 (A). "Public agencies" are defined as "this state, any other state, counties, school districts... and any other political subdivisions of this state or any other state." ARIZ. REV. STAT §11-951. A Texas regional service center is a political subdivision of the state of Texas. TEX. EDUC. CODE §8.001, et seq. Therefore, because a regional service center is a "public agency" Arizona public school districts or other local governments, have statutory authority to contract with a Texas regional service center to jointly exercise any powers common to the contracting parties or to participate in cooperative action.

The authority for Arizona public school districts to engage in cooperative procurements can be found in the Arizona Administrative Code. ARIZ. ADMIN. CODE §R7-2-1191, et seq. The Arizona Administrative Code provides that a school district may participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services, or construction with one or more public procurement units. ARIZ. ADMIN. CODE §R7-2-1001 (68). The definition of public procurement until does not specifically mention political subdivisions of other states; rather it simply mentions "other state."

The Arizona Administrative code further provides that if a public procurement unit administrating a cooperative purchase complies with the requirements of Article 10 of the Code, any public procurement unit participating in such a purchase is deemed to have complied. ARIZ. ADMIN. CODE § R7-2-1194. Article 10 of Chapter 2 of Title 7 of the Arizona Administrative Code provides the guidelines for school district procurement, including the competitive bidding requirements for such purchases. Pursuant to § R7-2-1194, it appears that any public procurement unit that administers a cooperative purchasing program must comply with the competitive bidding requirements which TIPS does meet.

Section R7-2-1021 of the Arizona Administrative Code provides that unless otherwise specified in Article 10, all expenditures of public money shall be made through competitive sealed bidding as described in Article 10. ARIZ. ADMIN. CODE § R7-2-1021. Section R7-2-1041 permits a school district to use competitive sealed proposals as a procurement method when the school board determines that competitive sealed proposals are in the best interests of the school district. ARIZ. ADMIN. CODE § R7-2-1041. However, competitive sealed proposals are not permitted for construction contracts. Id. Thus, any construction contract procured by an Arizona School District, or a cooperative purchasing program must be made through competitive sealed bidding.

The Arizona Administrative Code defines "Construction" as "the process of building, altering, repairing, improving or demolishing any public structure or building, or other public improvements of any kind to any public real property." ARIZ. ADMIN. CODE § R7-2-1001 (13). Based on the Administrative Code's definition of "construction", a performance contract entered into through a cooperative purchasing program such as TIPS would likely be considered for construction. Thus, performance contracts for Arizona Public Schools procured by the cooperative must follow the competitive sealed bidding procedures outlined in ARIZ. ADMIN. CODE § R7-2-1021-1032.

Vision:

TIPS will become the premier purchasing cooperative in North America through developing partnerships with quality vendors, school districts, universities, colleges, all governmental entities, and public and private industry.

Mission:

Our mission is to provide a proven purchasing process through quality customer service including timely response, legal support and effective recruitment by providing sufficient resources to include personnel.

Purpose:

The purpose of the TIPS program shall be to continue providing substantial savings and best value for participating educational entities or public agencies through cooperative purchasing.

Effective:

This Interlocal Agreement (hereinafter referred to as the "Agreement") is effective _____ and shall be automatically renewed annually unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this *Agreement*, agrees to provide competitively bid cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

Role of the TIPS Purchasing Cooperative:

1. Provide organizational and administrative structure of the TIPS Program.
2. Provide Administrative and Support Staff necessary for efficient operation of the TIPS Program.
3. Provide marketing of the TIPS program to expand membership, awarded contracts and commodity categories.

4. Initiate and implement activities required for competitive bidding and vendor award process including posting, advertising, collecting proposals, scoring proposals, and awarding of vendor contracts.
5. Provide members with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures.
6. Maintain filing system for all competitive bidding procedure requirements.
7. Provide Reports as requested.
8. Maintain active membership database for awarded vendors.
9. Provide TIPS training to members and vendors upon request.

Role of the Education or Government Entity:

1. Commit to participate in the TIPS Program.
2. Designate a Primary and Technology Contact for the entity to be responsible for promoting TIPS within the organization.
3. Commit to purchase products and services from TIPS Vendor Awarded Contracts when in the best interest of the entity. **PURCHASE ORDER MUST ALWAYS BE MARKED TIPS and EMAILED to TIPSPO@TIPS-USA.COM for processing.**
4. Accept shipments of products ordered from Awarded Vendors in accordance with standard purchasing procedures.
6. Pay Awarded Vendors in a timely manner for all goods and services received.
7. Report any vendor issues that may arise to the TIPS Cooperative Coordinator.

General Provisions:

Both Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the laws of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

It is the responsibility of the Entity purchasing from TIPS to insure that the respective State purchasing laws are being followed.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide competitively bid cooperative purchasing opportunities to entities as outlined above.

This Interlocal Agreement process was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the respective STATE Open Meetings Act, for Texas it was Government Code Ch. 551.

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Membership Entity- _____	Region 8 Education Service Center
By: _____ Authorized Signature	By: _____ Authorized Signature
Title: _____	Title: Executive Director Region VIII ESC
_____	_____
Date	Date

Public Entity Contact Information

_____ Primary Purchasing Person's Name	_____ Primary Person's Email Address
_____ Street Address	
_____ City, State Zip	_____ Technology Coordinator's Name
_____ Telephone Number	_____ Technology Coordinator's Email Address
_____ Fax Number	

Instructions:

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona **do** require all entities to have an Interlocal Agreement. Email completed Interlocal Agreement to tips@tips-usa.com.

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Agenda Report form – Section I

Meeting Date: September 5, 2018

Consent Agenda Decision Agenda Executive Session Requested

Presentation Only Action/Presentation

Requesting Department: Library

Staff Resource/Contact Person: Kathy Hellman

Agenda Title (be exact): Renewal of Facilities Use Agreement between the Town of Camp Verde and Camp Verde Adult Reading Program

List Attached Documents: Town of Camp Verde Facilities Use Agreement between the Town of Camp Verde and Camp Verde Adult Reading Program

Estimated Presentation Time: 0

Estimated Discussion Time: 0

Reviews and comments Completed by:

Town Manager: _____ Department Head: Kathy D Hellman

Town Attorney Comments: _____

Risk Management: _____

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

Background Information: The Facilities Use Agreement between the Town of Camp Verde and Camp Verde Adult Reading Program was in effect December 7, 2016 – June 30, 2018 to the mutual benefit of both parties and the community. The Library wishes to continue the relationship and extend the agreement through June 30, 2023. The only change made to the FUA is on page 2, **4. Term** “The term of the AGREEMENT shall be for a period commencing on this 1st day of July, 2018 and end on this 30th day of June 2023” to reflect the renewal period.

Recommended Action (Motion): Approve the renewal of the Facilities Use Agreement between the Town of Camp Verde and Camp Verde Adult Reading Program.

Instructions to the Clerk:



Town of Camp Verde Facilities Use AGREEMENT

Between The Town of Camp Verde And Camp Verde Adult Reading Program

The Parties to this Facilities Use AGREEMENT (herein referred to as "AGREEMENT") are the Camp Verde Adult Reading Program (herein referred to as the "Adult Reading Program") and the Town of Camp Verde Community Library, Yavapai County, Arizona, a municipal corporation of the State of Arizona (herein referred to as the "Town").

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

For the Town:

Kathy D Hellman, Library Director

Camp Verde Community Library
130 Black Bridge Road
Camp Verde, AZ 86322

For the Program:

Douglas Watson, Director

Camp Verde Adult Reading Program
PO Box 733
Camp Verde, AZ 86322

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

This Agreement is made with reference to the following factors:

- 1. Property and Use:** The Town agrees that the Camp Verde Adult Reading Program (CVARP) is authorized to utilize certain Town-owned properties and facilities within the corporate limits of the Town, for the Adult Reading Program to benefit the public.

The authorized Town facilities at Camp Verde Community Library that CVARP may utilize for their program as reserved by submission of their class schedule include:

- The Center, referred to on the Architectural Floor Plan as the busin./conf., office.2, and quiet rm.1 and its associated work and storage areas;
- Office.2 and its associated work and storage areas is dedicated to exclusive use and control subject to stipulations below during the duration of the AGREEMENT;
- library public restrooms, staff & volunteer break room, work.2 and related parking lots;
- and other spaces shall be shared, subject to Library approval and reserved on an as available basis.

The Adult Reading Program may also intermittently use other Library facilities as available and subject to standard Library scheduling and use requirements as an extension of this AGREEMENT. Such use shall be requested and coordinated through the Library and subject to its approval.

The Adult Reading Program 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, the Adult Reading Program agrees to comply with all applicable State, Federal or Town ordinances and regulations. It is further understood that the Adult Reading Program 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, the Adult Reading Program agrees to leave any Town-assigned facility in as good order and condition as existed prior to the Adult Reading Program use thereof.

- 2. Relocation of Use:** The parties agree that under certain circumstances i.e. an emergency or an event beyond the Library's control that may necessitate the relocation of any of the Adult Reading Program use herein provided that such use can be relocated. This decision shall be so determined at the sole discretion of the Library concerning which particular Town-owned properties and facilities can be utilized under certain circumstances for the Adult Reading Program use.
- 3. Cancellation of use:** The Library reserves its right to cancel the use of any preset time and place of usage for Library-assigned facility if the facility becomes unavailable for any reason, including emergencies. The Library will timely notify the Adult Reading Program by verbal notification (as well as in writing to the Adult Reading Program, if time allows) of any changes affecting the times, dates or places of use of said Library-assigned facility; based upon the prevailing facts and circumstances, as soon as the Library is made aware that the requested facility is no longer available to the Adult Reading Program for the preset time and place of said Library-assigned facility.

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

- 4. Term:** The term of the AGREEMENT shall be for a period commencing on this 1st day of July, 2018 and end on this 30th day of June 2023. This AGREEMENT may be renewed upon the mutual agreement of both parties, under the same terms and conditions or re-negotiated. The Adult Reading Program shall participate in this process through the Town of Camp Verde

Community Library.

- 5. Facility User Fees:** The Town of Camp Verde Community Library agrees that in consideration for the adult literacy programs and other positive and educational classes provided by the Adult Reading Program free of charge to residents of Camp Verde that facility user fees for facility rent, basic utilities, repairs, regular cleaning and maintenance will be waived for this AGREEMENT except for damage repair fees mentioned elsewhere in this AGREEMENT.

The Camp Verde Adult Reading Program agrees that, in consideration for a phone line to office,2 and wireless and/or wired Internet service use in the facility, to compensate the Library with an annual fee of \$1800/year to be paid quarterly.

- 6. Improvements:** The Adult Reading Program shall not make any modifications or improvements to Library facilities without prior consent of the Library. Any office equipment, supplies or other materials brought to Library facilities by the Adult Reading Program shall remain the property of the Adult Reading Program. Storage of items on Library property by the Adult Reading Program shall be those appropriate for the conduct of its programs.
- 7. General Maintenance:** The Library will be responsible for general maintenance of the structure including walls, ceiling, windows, doors, electrical, plumbing and Internet. The Adult Reading Program is responsible for maintenance of items brought into the building such as furniture, computers, cubicles and laptops.
- 8. Insurance:** In connection to the Adult Reading Program use of Library-assigned facilities the Adult Reading Program will:

Procure at their own expense and maintain during the term hereof, a property insurance policy of General Liability Insurance of at least \$500,000.00 per occurrence and \$1,000,000.00 against claims for the bodily injury, death and property damage. Insurance provided by the Adult Reading Program shall be primary and insurance provided by the Town shall not contribute to liability covered by the Adult Reading Program insurance coverage.

The Adult Reading Program's Certificate of Insurance/Description of Operations Box must: 1) name the Town as Additional Insured; and 2) include a description of operations.

The Adult Reading Program shall provide, simultaneously, to the Town: 1) a Certificate of Insurance evidencing such insurance coverage; and 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 Adult Reading Program 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 Adult Reading Program insurance policies are renewed. These documents shall be mailed or delivered to the Risk Manager at 473 S. Main St., Ste 102, Camp Verde, AZ 86322

- 9. Indemnification:** The Adult Reading Program agrees to conduct its activities in any Library-assigned facilities in a careful and safe manner. The Adult Reading Program shall indemnify, defend and hold harmless the Town and its officials, officers and employees from and against any and all claims, losses, liability, costs and expenses, including reasonable attorneys' fees (collectively, "Claims") arising out of this AGREEMENT but only to the extent that such Claims arise out of any act, omission negligence, misconduct or other fault of the Adult Reading Program or its officials, officers, agents, employees or invitees. In the event both Parties, including but not limited to employees, agents, students or invitees, participate in a liability-causing event, each Party shall contribute to the common liability at a pro rata share based upon its relative degree of fault as established by compromise, arbitration, or litigation. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, any agreement by a Party to defend, hold harmless or indemnify the other Party shall be limited to, and payable only from, available insurance or self-insurance coverage for liability assumed by contract, if any, available as part of its general liability insurance program.
- 10. Damage to Facility:** If any damage occurs to the facilities by the Adult Reading Program, the Adult Reading Program must compensate the Library in order to repair the facilities.
- 11. Entire Understanding:** This AGREEMENT embodies the entire understanding and obligations between the Adult Reading Program and the Library for all uses of Library-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.
- 12. 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.
- 13. Assignment and Subletting:** The Adult Reading Program shall not have the right to assign this AGREEMENT, nor shall it allow any other person or entity to use or occupy a Library-assigned facility that has been authorized to be used by the Adult Reading Program pursuant to this AGREEMENT.
- 14. 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.
- 15. 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 the Adult Reading Program or the Library, if any person significantly involved in initiating, negotiating, securing, drafting or creating this AGREEMENT on behalf of the Adult Reading Program or Library, and said employee or agent of the Town in any capacity, or a consultant to the Library or the Adult Reading Program, 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.
- 16. 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.

17. Authority: The individual signing below on behalf of the Library hereby represents and warrants that he/she is duly authorized to execute and deliver this AGREEMENT on behalf of the Library and avows that this AGREEMENT is binding upon the Library in accordance with its terms. The individual signing below on behalf of the Adult Reading Program hereby represents and warrants that he/she is duly authorized to execute and deliver this AGREEMENT on behalf of the Adult Reading Program and avows that this AGREEMENT is binding upon the Adult Reading Program in accordance with its terms.

For the Town:

Charles German, Mayor
Town of Camp Verde, 473 S. Main Street, Rm 102
Camp Verde, AZ 86322

Date: _____

Attest: _____
Judy Morgan, Town Clerk

Date: _____

APPROVED AS TO FORM:

William J. Sims, Town Attorney

Date: _____

For the Camp Verde Adult Reading Program

Douglas Watson, Director

Date: _____



Town of Camp Verde

National Day of Service and Remembrance Proclamation

WHEREAS, on September 11, 2001, the American people endured the worst terrorist attack on U.S. soil in the nation’s history with courage and heroism, and;

WHEREAS, in response to this tragedy, Americans across the country came together in a remarkable spirit of patriotism and unity and carried out countless acts of kindness, generosity, and compassion, and;

WHEREAS, community organizations and family members of 9/11 victims began observing the anniversary of September 11th as a charitable service day to honor the memory of those who were lost and those who united in response to the tragedy, including first responders and volunteers, and;

WHEREAS, the Serve America Act, approved by Congress and enacted into law on April 21, 2009, directed September 11th to be observed and recognized as an annual “National Day of Service and Remembrance” and charged the Corporation for National and Community Service with leading this nationwide effort, and;

WHEREAS, participating in service and remembrance activities on September 11th is a positive and respectful way to remember the lives of those lost, pay tribute to those who rose in service, and honor those who continue to serve our country today, including active-duty and reserve soldiers and their families, veterans, and first responders, and;

WHEREAS, September 11th National Day of Service and Remembrance activities are being organized by a variety of nonprofits, faith-based and community groups, public agencies, educational institutions, private businesses, and other organizations across the nation, and;

WHEREAS, on September 11, 2018, and on the days leading up to and following this day, citizens of the Town of Camp Verde have an opportunity to participate in activities that honor 9/11 victims and heroes by joining together in service projects to meet community needs.

NOW, THEREFORE, The Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona do hereby proclaim September 11th a Day of Service and Remembrance in the Town of Camp Verde, and call upon the people of Camp Verde to honor the lives of those lost through participation in community service and remembrance ceremonies on this day and throughout the year.

Proclaimed this 5th day of September 2018.

Charles German, Mayor

Date

ATTEST:

Judy Morgan, Town Clerk

Date

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Town of Camp Verde



Agenda Item Submission Form / Section I: Ordinance 2018-A437 Zoning Map Change Application #2018-0278 Verde Commercial

Meeting Date: September 5, 2018 Town Council Meeting

- Consent Agenda
 Recommendation to Council
 Executive Session Requested
 Presentation Only
 Action/Presentation

Requesting Department: Community Development
Staff Resource/Contact Person: Carmen Howard, Community Development Director

Applicant: Verde Commercial, LLC
Application: Zoning Map Change 2018-0278 request to rezone 81 approximate acres SE of I-17 State Route 260 Interchange.

Agenda Title (be exact):

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA FOR A ZONING MAP CHANGE FROM R1L-70 (RESIDENTIAL: SINGLE FAMILY RESIDENTIAL LIMITED, 70,000 SQUARE-FOOT MINIMUM LOT SIZE) AND C2 (COMMERCIAL: GENERAL SALES AND SERVICE) TO C2-PAD (COMMERCIAL: GENERAL SALES AND SERVICE, PLANNED AREA DEVELOPMENT) FOR A PROPOSED MIXED-USE PROJECT. THE PROPERTY IS APPROXIMATELY 81 ACRES AND IS LOCATED AT HOMESTEAD PARKWAY AND STATE ROUTE 260, PARCEL NOS. 403-22-035A AND 403-22-035H, IN CAMP VERDE, YAVAPAI COUNTY, ARIZONA

List Attached Documents:

- Staff Report
- Ordinance 2018-A437 (Prop 207 Waiver on file with the Town Clerk)
- Draft Minutes from the August 9, 2018 Planning & Zoning Commission Public Hearing with Recommendation to Council

Estimated Presentation Time: 20 minutes.

Estimated Discussion Time: 20 minutes

Reviews Completed by:

- Department Head: Carmen Howard
 Town Attorney review:
Comments: In Staff Report
Comments: Ordinance for form

Town of Camp Verde: September 5, 2018 Town Council

BACKGROUND:

Krishan Ginige, Southwest Environmental Consultants, agent for Verde Commercial, LLC, has presented a conceptual proposal for mixed use, commercial and residential, for the subject property. This approximately 81-acre parcel extends from Interstate 17 southeast approximately one-half mile, and from State Route 260 southwest approximately one-half mile. The majority of the project is situated behind existing businesses along State Route 260, although a portion of the property has frontage along the highway from Homestead Parkway southeast approximately one-quarter mile.

The current primary zoning district of R1L-70 does not provide options for commercial; the remaining areas with C2 zoning will be included as part of the Planned Area Development proposal. This action is a zoning map change to allow for proposed uses such as a residential neighborhood along the hillsides; lodging and assisted living facilities; restaurants; gas stations; large commercial or storage facilities; outdoor recreation; or similar uses.

THE FOLLOWING HAS BEEN COMPLETED BY THE APPLICANT AND/OR STAFF:

- The applicant posted the subject property and mailed out letters to property owners within 300', which invited them to the neighborhood meeting on July 25, 2018.
- The meeting was held at the Town of Camp Verde Public Library Terra Cotta Room. There were 4 attendees at the meeting; 3 of which were associated with the applicant. From the public, there was 1 person in attendance who supported the request.
- Community Development Staff mailed out 11 letters to properties owners within three hundred (300) feet of the subject parcels on July 18, 2018. This letter advised the neighbors of the tentative Planning & Zoning Public Hearing and Town Council meeting dates, times, and location.
- A Notice of Public Hearing was placed in the Verde Independent–Camp Verde Bugle newspaper on July 22, 2018, by Community Development Staff.
- A Notice of Public Hearing was posted on the subject property at the intersection of Homestead Parkway & State Route 260 and in public places on July 23, 2018, by Community Development Staff.
- The Planning & Zoning Commission held a public hearing at their meeting on August 9, 2018 and forwarded a recommendation of approval to the Town Council (Summary minutes attached).

COMMUNICATIONS FROM AGENCIES/PUBLIC:

Staff has not received any comments from the public regarding this request.

A pre-application, Conceptual Plan meeting was conducted on June 6, 2018, in which the applicant and agent were present. Agencies present were Community Development for planning and building, Public Works, Camp Verde Water Systems, and Copper Canyon Fire & Medical Association. (Summary included)

GENERAL PLAN:

This project is located in the Finnie Flat Character Area.

The existing uses are widely mixed, including high density residential neighborhoods with site built, modular, and manufactured housing; and businesses such as medical services, retail, restaurants, lodging, RV Parks, service stations, and storage facilities.

The preferred non-residential zoning districts for State Route 260 from Interstate 17 to Finnie Flat Road includes RS/C1/C2, including Planned Area Developments (PADs).

The primary statement for Goal A of the General Plan is to “*Promote regional commercial and employment opportunities*”. The implementation strategies include:

- A.1 *Encourage regional commercial and employment centers to support the region’s needs.* This area within Camp Verde has been known as a primary commercial center. This proposal will expand upon this use to provide additional business options and employment opportunities.
- A.4 *Promote commercial and mixed use development adjacent to State Route 260 and adjacent to Finnie Flat Road.* The proposal includes both residential and commercial uses; commercial specifically includes options of varying degrees.

In Goal C, the primary statement is “*Maintain the rural, residential and agricultural character of the area*”. Implementation strategies include;

- C.1 *Maintain low density rural development where it exists.* This proposal supports this strategy by locating high density outside of existing low density neighborhoods.
- C.4 *For new construction, encourage site built housing.* The intent is to establish site-built housing within this project.

STAFF RECOMMENDATION:

Staff recommends approval of the request for a Zoning Map Change, which would allow mixed uses, including residential and commercial.

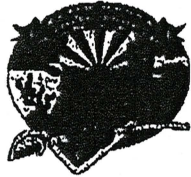
RECOMMENDED MOTION:

A motion to approve an application, submitted by Verde Commercial, LLC, for a Zoning Map Change from R1L-70 (Residential: Single Family Residential Limited, 70,000 Square-Foot Minimum Lot Size) and C2 (Commercial: General Sales and Service) to C2-PAD (Commercial: General Sales and Service, Planned Area Development) for a proposed mixed-use project. The property is located in the area of Homestead Parkway and State Route 260, in Camp Verde, Yavapai County, Arizona.

Exhibit A: Verde Commercial /Zoning Map Change
Application Documents

Revised 10/12/17

Application #: _____



Land Use Application Form

1. Application is made for:

- | | | |
|---|------------------------------------|------------------------|
| Zoning Map Change | Use Permit | General Plan Amendment |
| Conceptual Plan Review | Preliminary Plat | Final Plat |
| PAD Zoning | Variance | Sign |
| Street Abandonment | Minor Land Division | Wireless Tower |
| Appeal | Verification of Non-Conforming Use | |
| Development Standards Review (Commercial) | Other: _____ | |

2. Project Name: Verde Commercial LLC

3. Contact Information: (a list of additional contacts may be attached)

Owner Name: <u>Shill Family Revocable Trust</u>	Applicant Name: <u>Verde Commercial LLC</u>
Address: <u>P.O. Box 5266</u>	Address: <u>2800 Niagara Lane N.</u>
City: <u>Lake Montezuma</u> State: <u>AZ</u> Zip: <u>86342</u>	City: <u>Plymouth</u> State: <u>MN</u> Zip: <u>55447</u>
Phone: _____	Phone: <u>(952) 345-5232</u>
E-mail: _____	E-Mail: <u>bwoodruff01@gmail.com/ ddonlan@providentadvisors.com</u>

4. Property Description: Parcel Number 403-22-035H & 403-22-035A Acres: 80.92

Address or Location: 403-22-035A- 301 N. Goswick Way 403-22-035H- Address N/A

Existing Zoning: R1L-70/C2 ROW Existing Use: Vacant

Proposed Zoning: C2 PAD Proposed Use: Mixed use of residential & approved C2 uses

5. Purpose: (describe intent of this application in 1-2 sentences)

Zoning change to accommodate a C2 PAD development with mixed uses of residential and commercial.

6. Certification:

I certify that I am the lawful owner of the parcel(s) of land affected by this application and hereby consent to this action.

Owner: Michael Boyle TTE Date: 06/29/18 AND

I certify that the information and attachments I have submitted are true and correct to the best of my knowledge. In filing this application, I am acting with the knowledge and consent of the property owner(s). I understand that all materials and fees required by the Town of Camp Verde must be submitted prior to having this application processed.

Applicant: [Signature] Date: 6/29/18



**SOUTHWESTERN
ENVIRONMENTAL
CONSULTANTS, INC.**

www.sec-landmgt.com
info@sec-landmgt.com

CORPORATE OFFICE:
20 STUTZ BEARCAT DRIVE #6
SEDONA, ARIZONA 86336
(928) 282-7787
Fax: 282-0731

BRANCH OFFICE:
825 COVE PARKWAY
COTTONWOOD, ARIZONA 86326
(928) 634-5889
Fax: 634-2222

June 29, 2018

Planning and Zoning Commission
473 South Main St. Suite 102
Camp Verde, AZ 86322

Re: Letter of Intent for Zoning Map Change for Verde Commercial LLC

Project Team

Verde Commercial LLC– Developer/Applicant
SEC, Inc. – Planning, Engineering and Surveying
Krishan Ginige (SEC, Inc.) – Authorized Agent (Applicant)
Paul Groseta– Authorized agent (Owner)

To whom it may concern:

Verde Valley Commercial LLC is in the process of purchasing property that consists of two (2) parcels, Yavapai County APN 403-22-035A & 403-22-035H (approximately 81 acres) in the incorporated area of the Town of Camp Verde. The properties are adjacent to Arizona Highway 260 near the I-17 intersection. The property is currently vacant and has a mixed zoning of R1L-70 & C2 zoning. It is surrounded on the North boundary by I-17, the East by SR 89A and C2 zoned properties, and the South side by R1L-70 residential property. RR-2A zoning borders the West side.

The proposed zone change is requesting to rezone to a C2 PAD zoning district. The development will include a mix use of residential and commercial uses as outlined in the Conceptual Layout (attached).

The proposed site design intent is to provide a main loop circulation within the development. Access to the development will be off of a new access road design that will loop around from N. Goswick Way and will connect with Homestead Parkway. Some of the proposed commercial use parcels can be accessed off of George Rothrock Road.

Town of Camp Verde sewer and water services are currently available for the site. Electric will be supplied by APS.



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The general drainage pattern within the site is sheet flow from the Southwest to the Northeast direction, with the exception of a deep channel which currently exists the site at the West boundary.

The intent of the master site plan is to review possibilities and provide basic information required for the future development. The site has the ability and the flexibility to accommodate multiple combination of mixed uses. Some of possible land use considered include, but not limited to residential development, office buildings, gas station, grocery store, restaurants, hotels, storage units, assisted living facilities, ware-houses, large department stores, rodeo facility, outdoor recreational facility etc. Future land use will be reviewed on a case by case basis and all development will follow Town standards and approval processes.

If you have any questions or need additional information, feel free to contact me at kginige@sec-landmgt.com or (928) 634-5889.

Sincerely,

Krishan Ginige, P.E., CFM, MS
President



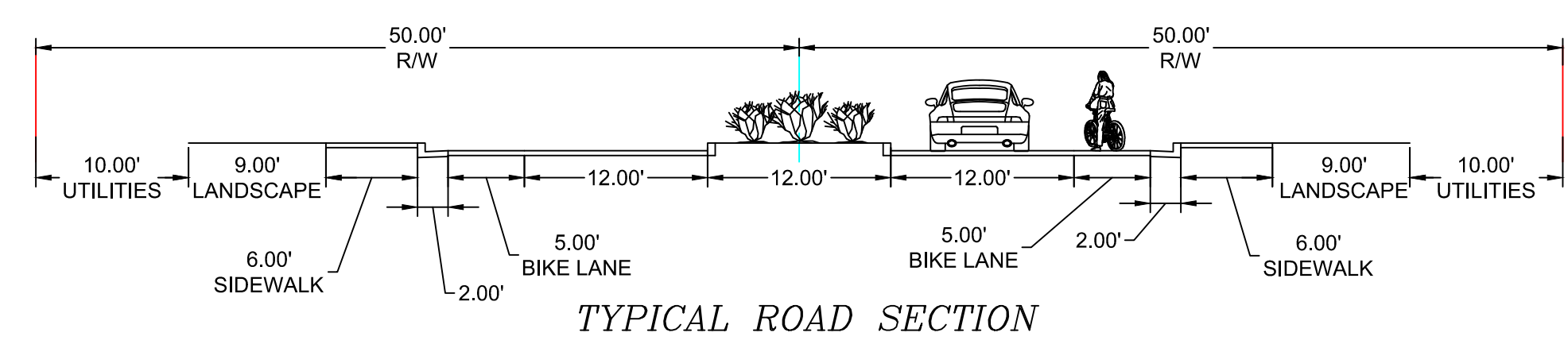
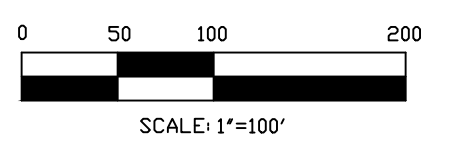
VERDE COMMERCIAL, LLC

CONCEPTUAL SITE PLAN

APN 403-22-035H & 403-22-035A
CAMP VERDE, ARIZONA



- (A) POSSIBLE GAS STATION OR SIMILAR USE
- (B) POSSIBLE OFFICE SPACE/GROCERY OR SIMILAR USE
- (C) POSSIBLE LARGE COMMERCIAL STORAGE, OUTDOOR RECREATION OR SIMILAR USE
- (D) POSSIBLE RESTAURANT, HOTEL, ASSISTED LIVING OR SIMILAR USE
- (E) RESIDENTIAL DEVELOPMENT OR SIMILAR USE
- (F) DRAINAGE/OPEN SPACE OR SIMILAR USE

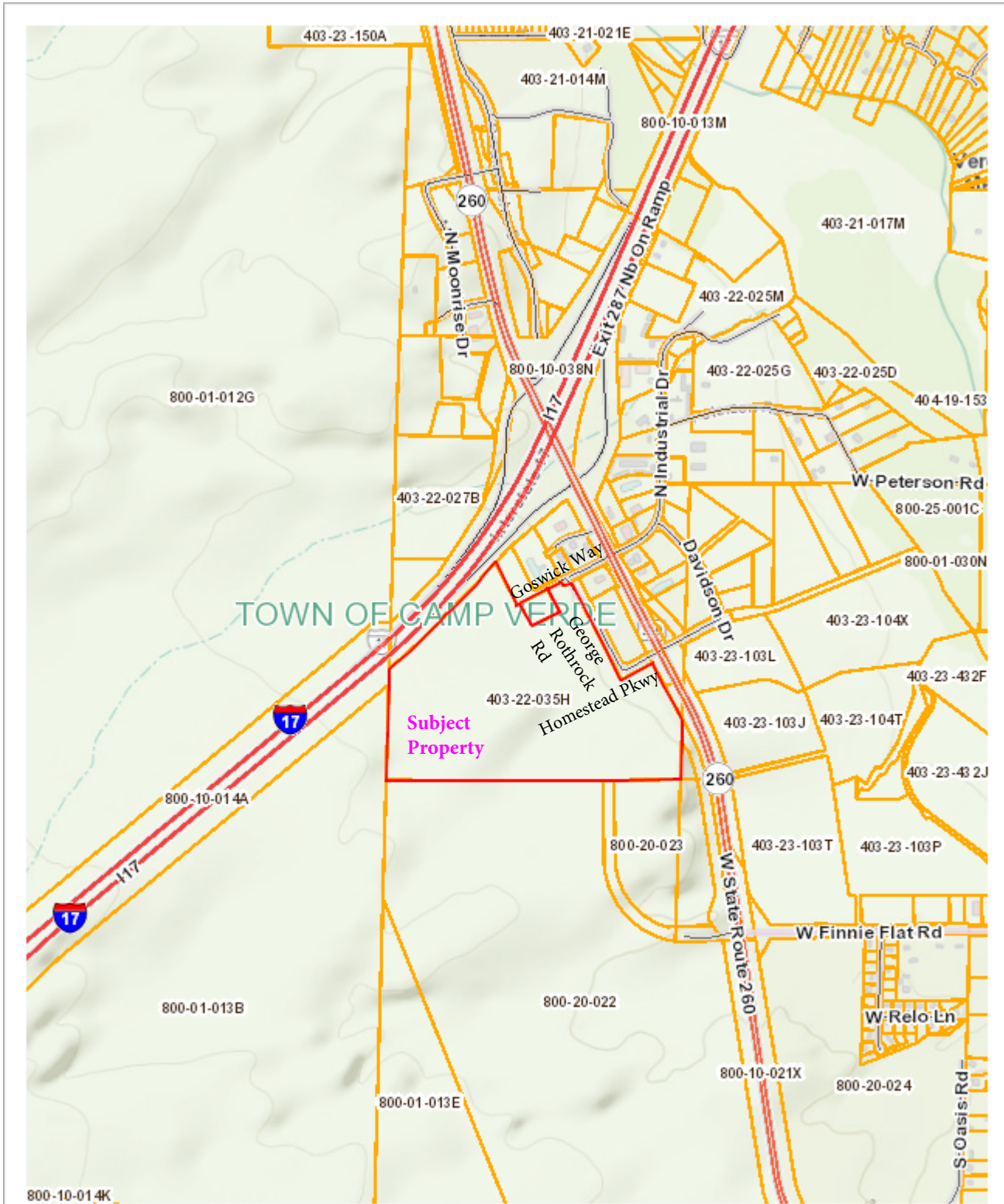


PRELIMINARY. NOT FOR CONSTRUCTION. FOR AGENCY REVIEW ONLY

VERDE COMMERCIAL LLC CONCEPTUAL SITE PLAN EXHIBIT		
CONCEPTUAL LAYOUT		
 825 COVE PARKWAY COTTONWOOD ARIZONA 86326 (928) 282-7787	DATE 6/29/18	DRAWN NMW
SCALE AS SHOWN	CHECKED KG	SHEET 1 OF 1
		PROJECT NO. 18-0401CS

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Exhibit A: Verde Commercial / Zoning Map Change
Vicinity Map



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Map printed on: 7.3.2018



Town of Camp Verde

Community Development

◆ 473 S. Main Street, Suite 108 ◆ Camp Verde, Arizona 86322 ◆

◆ Telephone: 928.554.0050 ◆ Fax: 928.567.7401 ◆

◆ www.campverde.az.gov ◆

Conceptual – Pre-Application Meeting Summary

Date of Meeting: June 6, 2018
Location: Community Development
Project Name: Woodruff / 85 Acre Mixed-Use Project
Parcel No.: 403-22-035H, 403-22-035A
Location: Homestead Parkway & State Route 260

Attendees:

Brad Woodruff, Developer	Krishan Ginige, SEC, Agent
Carmen Howard, Director, Community Development	Melinda Lee, Planner, Comm. Devel.
Ron Long, Director, Public Works	Troy Odell, Asst. Director, Public Works
Robert Foreman, Bldg Official, Comm. Devel.	Kristi Gagnon, Marshal, Copper Canyon FMA
Justin Bullard, Camp Verde Water Systems	Rick Tackett, Camp Verde Water Systems

Brad opened the meeting with a description of his proposal. It is planned to be mixed use with various sized parcels to accommodate facilities such as hotels, restaurants, assisted living, smaller single family residential, smaller retail shops/gas stations, and options for potentially two (2) large retail outlets in the center parcel. It will be done in phases. The intent is to develop the residential portion first, with approximately 100, 60' x 100' lots for sale, and an assisted living facility.

Carmen advised that a rezoning action would be needed and recommended the parcel be changed to a C2-PAD, which would encompass the various uses he is proposing. The two lots would need to be combined with platting of the property following. The conceptual plan being proposed would be sufficient to supplement the application for the zoning map change.

Melinda pointed out concerns about the residential access off of the main parkway; backing into this type of street could create problems. It was determined that it could be redesigned to allow residents to pull into the street forward.

Troy questioned the type of road surfacing proposed; Brad responded that they will be asphalt with curbs. Rick noted that the drainage may be diverted across Homestead Parkway to an existing wash. Krishan stated that the wash is intended to be kept as a greenbelt for drainage. Troy added that the drainage plans need to show no impact and temporary grading is okay as they phase the project.

Ron said that the proposed retail, including large outlets, is a good use. Krishan added that the smaller businesses are intended to be along Homestead Parkway with the larger uses in the rear along their internal parkway.

Kristi stated that there appeared to be no fire issues; there was good flow and access.

Krishan asked if reducing the size of the proposed parkway was acceptable. It was determined that a smaller street section would be acceptable; the project may require a traffic impact analysis. Carmen suggested incorporating multi-use paths instead of sidewalks. Troy agreed that was acceptable as long as they were hard surfaces for better maintenance. Krishan said that the residential portion may have private gravel roads, which would be maintained by an HOA.

Troy said that there is sewer available off by the roundabout and hotel and by Burger King. Krishan asked what the hookup fees for sewer would be. Troy said that the commercial fees are based on square footage of the project and residential is \$1750 per service. The fees are not charged until time of development for each individual service. Carmen added that this is included in the assurances provided for subdivisions during the platting process.

Justin said that water was available on the west side and could loop around the parkway. Rick added that there is a water main on Homestead across State Route 260. It was determined that the mains/taps for utilities would be best installed in the center median to alleviate future need to tear up the street. Krishan said they could include the stub-out locations on their conceptual design. He asked what the water hookup fees for water would be. Justin said that there is a fee of \$540 for each service, which includes the meter. The total fee is discussed and agreed to, and paid in advance before construction. The agreed amount would be good for 10 years. The fire flow for the water main needs to be checked.

Brad suggested that the Town of Camp Verde do an economic development study, which would help with recruiting big investors. He is often asked for this information. Carmen said that a study has been done for hotels/commercial uses, but there is a need to do one for residential uses.

Carmen asked what the timeline was for this project; Krishan responded that it will be as soon as possible. They intend to submit the zoning map change application in approximately 2 weeks.



Handicap Relay: 711 or Voice: 1-800-842-4681 TTD: 1-800-367-8939



Exhibit C: Verde Commercial / Zoning Map Change
Neighborhood Meeting Documentation

Affidavit

I, Krishan Ginige, Agent, owner/agent of parcel 403-22-035A & 403-22-035H have notified the neighbors within 300' of above property, by sending letters on 7/9/2018 to notify them of the neighborhood meeting that I conducted on the 25th day of July 2018.

I posted my property with meeting the date, time, and place, on the 9th day of July 2018, and taken a photograph of such posting.

I, Krishan Ginige, Agent, owner/agent of parcel 403-22-035A & 403-22-035H will provide a summary of neighborhood meeting I conducted to the Planning & Zoning Department of Camp Verde with the associated application submittal, attesting to the issues and concerns discussed at the above neighborhood meeting.

Summary

Statement: A public meeting was held at 6pm on the 25th of July, 2018 at the Camp Verde Public Library Terra Cotta Room. Two SEC staff members, myself and Jamee Reddell, were in attendance, along with Brad Woodruff from Verde Commercial LLC. Only one additional public person attended. There were no questions and the meeting lasted until 6:30pm. Please see the attached Sign In Sheet.

If Summary statement is too long, attach a copy.

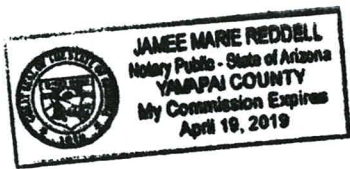
State of Arizona}

County of Yavapai}

Krishan Ginige
Signature of Document Signer No. 1

Signature of Document Signer No. 2

Subscribed and sworn to (or affirmed) before me this 30th day of July 2018.



Jamee Marie Reddell
Signature of Notary

Neighborhood Meeting Sign in Sheet

PLEASE PRINT

Name	Address	E-Mail
R Witt	465 W Hereford	RobertM.Witts@Gmail.com
Krishan Ginige	825 Cove Parkway Cottonwood	
Brad Woodruff	Phx	BWoodruff01@Gmail.com
Jameel Reddell	895 Ave Parkway Cottonwood, AZ 86326	jreddell@sec-landmgt.com



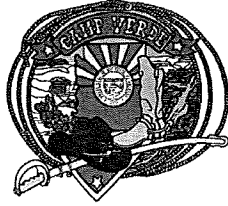
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Map printed on: 7.2.2018



ORDINANCE 2018 A437

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA FOR A ZONING MAP CHANGE FROM R1L-70 (RESIDENTIAL: SINGLE FAMILY RESIDENTIAL LIMITED, 70,000 SQUARE-FOOT MINIMUM LOT SIZE) AND C2 (COMMERCIAL: GENERAL SALES AND SERVICE) TO C2-PAD (COMMERCIAL: GENERAL SALES AND SERVICE, PLANNED AREA DEVELOPMENT) FOR A PROPOSED MIXED-USE PROJECT. THE PROPERTY IS APPROXIMATELY 81 ACRES AND IS LOCATED AT HOMESTEAD PARKWAY AND STATE ROUTE 260, PARCEL NOS. 403-22-035A AND 403-22-035H, IN CAMP VERDE, YAVAPAI COUNTY, ARIZONA AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE THIRTY (30) DAYS AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, the Town of Camp Verde adopted the Planning and Zoning Ordinance 2011-A374, approved May 25, 2011, and

WHEREAS, Part 6, Section 600(C)(1) of the Planning and Zoning Ordinance allows for the amendment, supplementation or change of zoning boundaries by the Town Council of the Zoning Map of Camp Verde under the Planning & Zoning Ordinance, and

WHEREAS, the Mayor and Council find that the requested re-zoning will be beneficial to the community and is in conformity with the Camp Verde General Plan, and

WHEREAS, the Mayor and Council find that the procedures required by ARS §9-462.03 and 9-462.04 have been complied with in connection with this zoning action, and

NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE AS FOLLOWS:

Section 1. The Town Council hereby finds as follows:

- A. A request for **Zoning Map Change 2018-0278** was filed by Krishan Ginige, Agent for the property owners, to rezone the subject parcels R1L-70 (RESIDENTIAL: SINGLE FAMILY RESIDENTIAL LIMITED, 70,000 SQUARE-FOOT MINIMUM LOT SIZE) AND C2 (COMMERCIAL: GENERAL SALES AND SERVICE) TO C2-PAD (COMMERCIAL: GENERAL SALES AND SERVICE, PLANNED AREA DEVELOPMENT) FOR the following described real property: The legal description is attached as exhibit "A". The above described parcel contains an area of approximately 81 acres.

- B. The Planning & Zoning Commission reviewed the request on August 9, 2018 in a public hearing that was advertised and posted according to state law and recommended approval of Zoning Map Change 2018-0278.
- C. The proposed Zoning Map Change Amendment will not constitute a threat to the health, safety, welfare or convenience to the general public and should be approved.
- D. The Waiver of Diminution of Value Claim has been signed by the property owners and is attached as exhibit "B".

Section 2. That this ordinance be hereby expressly conditioned as follows:

- 1. Approval by the Town Council of a Final Development Site Plan to be reviewed by the Planning and Zoning Commission, and approved by the Town of Camp Verde Town Council as required by the Town of Camp Verde Planning and Zoning Ordinance and Subdivision Regulations Section 203 L.2. PAD (Planned Area Development), Scope, Site Plan requirements, Section 400 D.1. prior to issuance of any building permits;

In the event of non-compliance with any of the above conditions, the zoning designation for the described properties may revert from C2-PAD (COMMERCIAL: GENERAL SALES & SERVICES, PLANNED AREA DEVELOPMENT) back to the original designation of R1L-70 (RESIDENTIAL: SINGLE FAMILY LIMITED, 70,000 SQUARE-FOOT MINIMUM LOT SIZE) AND C2, COMMERCIAL: GENERAL SALES & SERVICES in accordance with the procedures set forth in ARS §9-462.01(E).

Section 3. All ordinances or parts of ordinances adopted by the Town of Camp Verde in conflict with the provisions of this ordinance or any part of the code adopted, are hereby repealed, effective as of the effective date of this ordinance.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. This ordinance is effective upon the expiration of a thirty 30-day period following the adoption hereof and completion of publication and any posting as required by law.

PASSED AND APPROVED BY A MAJORITY VOTE OF THE TOWN COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA ON THIS 5TH DAY OF SEPTEMBER, 2018.

Charles German - Mayor

Date: _____

Approved as to form:

Attest: _____



Bill Sims - Town Attorney

Judith Morgan, Town Clerk

DRAFT MINUTES
Special Session & Public Hearing
THE PLANNING AND ZONING COMMISSION
TOWN OF CAMP VERDE 473 S. MAIN STREET
COUNCIL CHAMBERS STE. 106
THURSDAY, August 9, 2018 6:30 PM

All Commission meetings will end at 9 PM; any remaining agenda items will be heard at the next Commission meeting.

1. Call to Order

Chairman B.J. Davis called the meeting to order at 6:30 p.m.

2. Roll Call

Chairman B.J. Davis, Vice Chairman Teresa Helm, Commissioners, Jim Hisrich, Greg Blue, Bruce George, Steve Vanlandingham and Chip Norton are present.

Also Present

Community Development Director Carmen Howard, Town Planner Melinda Lee, and Recording Secretary Jennifer Reed.

3. Pledge of Allegiance

Commissioner Hisrich led the Pledge.

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 Commission so requests.

a. Approval of Minutes:

June 7, 2018 Regular Session

b. Set Next Meeting, Date and Time:

TBD

Motion was made by Commissioner Norton to accept the consent agenda as presented. Second was made by Commissioner Blue. **Motion** carried unanimously with Chairman Davis, Vice Chairman Helm, Commissioners Hisrich, Blue, George, Vanlandingham, and Norton approving.

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

(Residents are encouraged to comment about any matter not included on the agenda. State law prevents the Commission from taking any action on items not on the agenda, except to set them for consideration at a future date).

No public comments were made.

6. Public Hearing Items: Discussion and Possible Recommendation to the Town Council for an application submitted by Verde Commercial, LLC, for a zoning Map Change from R1L-70 (Residential: Single Family Residential Limited, 70,000 Sq. Ft minimum lot size) and C2 (Commercial: General Sales and Service) to C2-PAD (Commercial: General Sales and Service, Planned Area Development) for a proposed mixed-use project. This property is approximately 81 acres and is located at Homestead Parkway and State

Route 260, Parcel numbers 403-22-035A and 403-22-035H in Camp Verde, Yavapai County, Arizona.

Declare Actions:

Public Hearing Open: 6:32 pm

Call for Staff Presentation:

Town Planner Melinda Lee stated that this is a zoning change application and the plan included is conceptual at this point. She gave a presentation showing a 360 view of the property and surrounding parcels. She pointed out the access roads to project.

Ms. Lee reviewed the advantages of the project and stated the mixed-use proposal would take advantage of terrain, with residential in the hillside for views and an expansive flat area suitable for different types of commercial. There would be plenty of access to shopping and restaurants. There is an existing transit stop to supplement transportation for personal or employment purposes.

Ms. Lee went on to review the conceptual plan and showed where the proposed uses would be. She also showed the distance between residential and commercial and explained there would be sufficient separation between the two. Ms. Lee stated that staff supports this project and said it would be a great location for a mixed-use project. The developer would still have to go through the platting process which will involve more specific design and engineering.

Ms. Lee stated the General Plan also supports this project. It is on the western edge of the Finnie Flat Character Area which encourages high density residential outside of existing rural, agricultural sections, regional commercial, and employment opportunities. These opportunities would encourage growth in that location. The requested change to C2-PAD is to accommodate mixed use and the PAD is to allow flexibility in the design of the project.

Chairman Davis asked if a PAD is approved and the project does not proceed, does it revert back to the original zoning. Community Development Director Carmen Howard stated that it will depend on how the Development Agreement is structured and where the agreement falls apart. There are circumstances that can be different for each project.

Commissioner Hisrich asked about the “possible large commercial storage or similar” that is mentioned in “C”. Ms. Howard explained the developer understands a large box store could take a while to come and, in the meantime, someone could use the area for a temporary recreational use, such as offering it to the equestrian community for their venues. It was determined that the large center parcel was approximately 20 acres and could potentially have multiple businesses.

Commissioner Hisrich asked if the proposed residential would be smaller home lots; Ms. Howard said yes. He added that the emphasis should be that the proposed lots are much smaller than the current zoning.

Call for Applicant Presentation:

Krishan Ginige with SEC (Southwest Environmental Consultants) stated that Melinda Lee did a good job explaining the concept of the project and he would like to start with questions from the Commission.

Chairman Davis asked about the proposed location of assisted living homes that are mentioned in the plan.

Mr. Ginige stated that in their research of potential needs for the area, assisted living and large commercial were identified. The concept was done to demonstrate that the space for such options would be available. However, the internal design is not finalized. He also pointed out that the number of residential units will likely change when the engineering is done.

Chairman Davis asked what the intent is on developing residential lots; will they develop or sell just the lots. Mr. Ginige said it is too early to say, but believes they intend to develop them.

Chairman Davis asked about the potential signage that would be along I-17. Ms. Howard stated that currently, within a 2000-foot radius of the interchange, certain uses are allowed tall freeway signs. Otherwise the sizes allowed depend on the specific type of development. The sign code is under revision and may be adopted before this project begins development.

Commissioner George asked if the purchase of the property had already occurred or if it is contingent. Mr. Ginige stated it was contingent; however, the developer is already moving forward with specific plans with potential approval pending.

Commissioner Blue supports the rezoning; however, he encourages more commercial use in this area.

Commissioner Norton understands they are just considering rezoning tonight, but finds it curious that in the residential portion it is stated that there might have private gravel roads which will be maintained by an HOA. Mr. Ginige stated that could be part of the discussion later that he can't guarantee it will be gravel or asphalt.

Commissioner Vanlandingham asked if staff have a say on road development. Ms. Howard said the development plan will involve infrastructure requirements. The C2 zoning allows the mixed use; the PAD allows flexibility of design within the parcel itself to configure the development based on the topography and other factors. The rezoning gives the developer permission to see what will work and come back with a definitive plan that needs to be platted, with an approved development plan. There will be many more opportunities to make changes.

Call for Comments from the Public:

Joe Butner - thinks it's a great location for a mixed use project but is not sure the General Plan supports this. He expressed his concern with the large number of small home lots, stating that the smaller lots may bring in manufactured homes or RVs – this would not be a preferred type of development to be seen from the interchange. He said a lower density might be better suited for site-built housing. He pointed out the mention of potential gravel roads, which also would not be a preferred impression of the town from the freeway. He questioned what "large commercial storage" was and suggested striking the words "or similar use" from the proposal. He suggested that the Commission should require some degree of specifics to prevent undesirable development and condition it with the reversion on zoning if development does not occur with certain period of time. He added that the Rodeo Group is not be interested in a temporary place to hold events.

Commission Vanlandingham pointed out that much of the site-built housing in our community are on smaller lots already. Mr. Butner suggested that the residential section be required to have site-built housing since it is an entrance into the town.

Chairman Davis said to Mr. Ginige that he understands that this is not the time to make those restrictions; he explained that processing the PAD will provide the opportunity to address some of the Commission and public's concerns and suggested that they be expressed to the developer.

Call for Staff and/or Applicant Rebuttal/Clarification:

Mr. Ginige stated they are getting too much into detail, and this is not the time to get into speculation. There will be opportunity during the planning process to discuss details; they are willing to discuss concepts and come up with ideas.

Ms. Howard stated that this is the beginning stages and more details will be coming later, at appropriate times.

Chairman Davis thinks the discussion was excellent. Mr. Ginige has heard what the commission and public would like to see and to use in future discussions.

Commissioner Hisrich said that, having some of these concerns vocalized, negotiations for the property may be contingent upon specific ideas. It's fair to let them know that some people do not find some parts of the concept desirable. Move forward with that in mind.

Commissioner Blue from the development standpoint, it is a unique property, it's a gateway into Camp Verde. There is not a lot of commercial that has created a tax base. He is leaning more towards commercial than residential; there is other residential land that is not in the gateway into the community.

Commissioner Vanlandingham said that Camp Verde will never be Sedona, and we need affordable housing. The housing market is tight. That property would be hard to make high end residential development. Affordable housing would be a good addition.

Declare Public Hearing Closed at 7:23 pm

Call for Commission Discussion: None

Call for Staff Comments: None

Call for Motion:

Motion was made by Commissioner Vanlandingham to recommend approval of application, submitted by Verde Commercial, LLC, for a Zoning Map Change from R1L-70 (Residential: Single Family Residential Limited, 70,000 Sq. Ft minimum lot size) and C2 (Commercial: General Sales and Service) to C2-PAD (Commercial: General Sales and Service, Planned Area Development) for a proposed mixed-use project. This property is located at Homestead Parkway and State Route 260, in Camp Verde, Yavapai County, Arizona. Second was made by Commissioner George.

Call for Discussion of Motion: None needed.

Call for the Question:

Motion carried unanimously with Chairman Davis, Vice Chairman Helm, Commissioners Hisrich, Blue, George, Vanlandingham, and Norton approving.

7. Current Events

(Individual members of the Commission may provide brief summaries of current events and activities. These summaries are strictly for the purpose of informing the public of such events and activities. The Commission will take no discussion, consideration, or action on any such item, except that an individual Commission member may request an item be placed on a future agenda.)

No current events were discussed.

8. Staff Comments

Community Development Director Carmen Howard stated that Town Planner Melinda Lee worked hard to put together the first GIS Story Map (her presentation), it's the new forum that they will be using to present projects.

9. Adjournment

Motion was made by Commissioner Hisrich to adjourn the meeting. Second was made by Commissioner Vanlandingham. **Motion** carried unanimously with Chairman Davis, Vice Chairman Helm, Commissioners Hisrich, Blue, George, Vanlandingham, and Norton approving. Meeting was adjourned at 7:26 PM

B.J. Davis
Chairman

Carmen Howard
Community Development Director

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Planning & Zoning Commission of the Town of Camp Verde during the Regular Session & Public Hearing of the Planning & Zoning Commission of the Town of Camp Verde, Arizona, held on the 9th day of August 2018. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 9th day of August 2018.

Jennifer Reed
Jennifer Reed, Recording Secretary

Town of Camp Verde



Agenda Item Submission Form / Section I: Resolution 2018-1010 Binding Waiver of Enforcement

Meeting Date: September 5, 2018 Town Council Meeting

- Consent Agenda*
 Recommendation to Council
 Executive Session Requested
 Presentation Only
 Action/Presentation

Requesting Department: Community Development
Staff Resource/Contact Person: Carmen Howard, Community Development Director

Agenda Title (be exact):

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, FOR A BINDING WAIVER OF ENFORCEMENT BETWEEN THE TOWN OF CAMP VERDE AND BRLS PROPERTIES I, LLC, RELATING TO APN# 403-23-150A.

List Attached Documents:

- Resolution 2018-1010
- Waiver

Estimated Presentation Time: 5 minutes.
Estimated Discussion Time: 10 minutes

Reviews Completed by:

- Department Head: Carmen Howard
 Town Attorney review:

Town of Camp Verde: September 5, 2018 Town Council

BACKGROUND:

The Hwy 260 corridor is in the process of a significant improvement project which should result in increased opportunities for high visibility commercial type business. The purpose of the new ordinance is to preserve highway frontage property for commercial type uses which require highway visibility and zone medical marijuana facilities in industrial zones off the highway. Medical marijuana cultivation generally requires a large parcel of land with does not need highway frontage to be successful. A significant portion of Hwy 260 frontage is zoned C3-Commercial, which allows for a variety of commercial retail and heavy commercial uses. Additionally, the Town General Plan identifies the Hwy 260 corridor as preferred for commercial uses. On May 23, 2018, the Camp Verde Town Council adopted Ordinance 2018 A434 which eliminates medical marijuana off-site cultivation facilities as a permitted use in the C-3 zoning district. BRLS Properties currently owns and operates a medical marijuana off-site cultivation facility located at 2051 W. SR 260 in Camp Verde, zoned C-3 Commercial, the use existing on part of the Property with the intention to expand its future medical marijuana off-site cultivation facilities across the entire Property.

In 2006, Arizona passed Proposition 207 officially titled the “Private Property Rights Protection Act” which requires that a municipality reimburse a property owner if the municipality enacts a land use law which results in a diminution of property value. This law also provides that a municipality may waive the land use law relating to the owner’s specific parcel to avoid triggering compensation to the affected property owner.

The attached document provides assurance to BRLS Properties that the Town of Camp Verde acknowledges their property rights and waives enforcement of Ordinance 2018 A434 with respect to medical marijuana cultivation use at the property located at 2051 W SR 260. This binding waiver of enforcement protects both the property owner and the Town from ramifications of Prop. 207 actions.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 2018-1010, Binding Waiver of Enforcement.

RECOMMENDED MOTION:

Recommended Action (Motion): A MOTION TO APPROVE (OR DENY) RESOLUTION 2018-1010, A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, FOR A BINDING WAIVER OF ENFORCEMENT BETWEEN THE TOWN OF CAMP VERDE AND BRLS PROPERTIES I, LLC, RELATING TO APN# 403-23-150A.



RESOLUTION NO. 2018-1010

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING A BINDING WAIVER OF ENFORCEMENT BETWEEN THE TOWN OF CAMP VERDE AND BRLS PROPERTIES I, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, RELATING TO APN# 403-23-150A, APPROXIMATELY 38.5 ACRES GENERALLY LOCATED NORTH OF STATE ROUTE 260 AND WEST OF INTERSTATE 17 WITHIN THE CORPORATE LIMITS OF THE TOWN OF CAMP VERDE.

WHEREAS, BRLS is the owner of that certain real property and improvements thereon situated in Yavapai County, Arizona, located at 2051 W. SR 260 in Camp Verde, APN 403-23-150A and legally described on Exhibit "A", which subject property is zoned C-3, Commercial; and

WHEREAS, BRLS purchased the Property in 2015 for the purpose of operating a medical marijuana off-site cultivation facility on the approximate 38.5-acre parcel and currently operates a medical marijuana off-site cultivation facility on part of the Property today and intends to expand its future medical marijuana off-site cultivation facilities across the entire Property; and

WHEREAS, On May 23, 2018, the Camp Verde Town Council adopted a land use law, Ordinance No. 2018 A434, which eliminates medical marijuana off-site cultivation facilities as a permitted use in the C-3 zoning district; and

WHEREAS, Arizona Revised Statutes §12-1134 ("Prop. 207") recognizes a cause of action and just compensation when a municipality adopts a land use law that reduces the existing rights to use the property, when such action diminishes the value of the property and when the cause of action is not barred under A.R.S. § 12-1134.B 1-7; and

WHEREAS, Prop 207 allows a municipality to amend, repeal, or issue to a landowner "a binding waiver of enforcement of the land use law on the owner's specific parcel"; and

WHEREAS, BRLS Properties desires the Property to continue its current medical marijuana off-site cultivation use and to permit expansion of said use within the boundaries of the Property as needed, and the Town acknowledges that such continued use, if regulated by Ordinance No. 2018 A434, would give BRLS Properties a cause of action; and

WHEREAS, The Town and BRLS acknowledge and agree that the Property shall not be subject to the new Ordinance and desire to execute a binding waiver of enforcement of the Ordinance on the subject property; and

The Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona do hereby resolve as follows:

1. That certain Binding Waiver of Enforcement dated September 5, 2018, by and between the Town of Camp Verde, a municipal corporation of Arizona (hereinafter the "Town") and BRLS Properties I, LLC, an Arizona an Arizona Limited Liability Company, said waiver being attached hereto and expressly made a part hereof and is attached as Exhibit A, be hereby entered into.

RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA ON SEPTEMBER 5, 2018.

Charles C. German, Mayor Date:

Attest:

Judith Morgan, Town Clerk Date:

Approved as to form:



Town Attorney

WHEN RECORDED, MAIL TO:

Adam Baugh, Esq.
Withey Morris, PLC
2525 E. Arizona Biltmore Cir., A-212
Phoenix, AZ 85016

Town Clerk
Town of Camp Verde
473 S. Main St Ste 102
Camp Verde, AZ 86322

BINDING WAIVER OF ENFORCEMENT

THIS BINDING WAIVER OF ENFORCEMENT (this “Waiver”) is made and entered into this 5th day of September 2018, by and between the Town of Camp Verde, an Arizona municipal corporation (the “Town”) and BRLS Properties I, LLC, an Arizona limited liability company (“BRLS”).

RECITALS:

A. BRLS is the owner of that certain real property and improvements thereon situated in Yavapai County, Arizona, located at 2051 W. SR 260 in Camp Verde (the “Property”) and legally described on Exhibit “A”, which said Property is zoned C-3, General Commercial.

B. BRLS purchased the Property in 2015 for the purpose of operating a medical marijuana off-site cultivation facility on the approximate 43-acre parcel.

C. BRLS currently operates a medical marijuana off-site cultivation facility on part of the Property today and intends to expand its future medical marijuana off-site cultivation facilities across the entire Property.

D. On May 23, 2018, the Camp Verde Town Council adopted a land use law, Ordinance No. 2018 A434 (the “Ordinance”), which eliminates medical marijuana off-site cultivation facilities as a permitted use in the C-3 zoning district.

E. BRLS contends the new Ordinance removes a medical marijuana off-site cultivation use from the C-3 zoning district, limits its property rights because it restricts the expansion of a previously permitted use that is currently operating on the Property, reduces the Property’s allowed use, and effectively diminishes the value of the Property.

F. The Arizona Revised Statutes §12-1134 (“Prop. 207”) recognizes a cause of action and just compensation when a municipality adopts a land use law that reduces the existing rights to use the property and such action diminishes the value of the property. However, Prop 207 allows a municipality to “amend, repeal, or issue a binding waiver of enforcement of the land use law on the owner's specific parcel.”

G. The Town and BRLS each desire the Property to continue its current medical marijuana off-site cultivation use and to permit expansion of said use within the boundaries of the Property as needed.

H. The Town and BRLS acknowledge and agree that the Property shall not be subject to the new Ordinance and desire to execute a binding waiver of enforcement (the “Waiver”) of the Ordinance on the Property.

NOW, THEREFORE, for and in consideration of the premises above and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and BRLS state, confirm and agree as follows:

1. Incorporation of Recitals. The recitals stated above are true and correct and are incorporated herein.

2. Binding Waiver of Enforcement. The Town and BRLS agree and declare that Ordinance 2018 A434 shall not be enforced nor applicable to the entirety, or any portion of the Property, and as result, the Nonconforming Uses and Structures provisions in Section 102 are not triggered by the Ordinance.

3. Nonconforming Use Provisions. The Town agrees it will not prevent nor prohibit any future expansion of any medical marijuana off-site cultivation use on the balance of the Property under the Town’s Zoning Code. The Town acknowledges and agrees that Section 102.B of the Camp Verde Zoning Ordinance, Nonconforming Uses and Structures, is waived as it relates to any future expansion of any medical marijuana off-site cultivation use on the Property beyond the boundaries of its current operational area as of the date of execution of this Waiver.

4. Future Expansion and Town Approvals. The Town agrees it shall accept any new development and permitting applications related to any future expansion of medical marijuana off-site cultivation uses on the Property under the Town’s Zoning Code, regardless of the adoption of Ordinance 2018 A434, and shall promptly review and approve such plans and permits through its normal course of development and entitlement process.

5. Recordation. This Waiver shall be adopted by Resolution or Ordinance of the Camp Verde Town Council and recorded in its entirety in the Official Records of Yavapai County, Arizona not later than ten (10) days after this Waiver takes effect in recordable form by each of Camp Verde and BRLS.

6. Covenants Running with Land; Inurement. The covenants, conditions, terms and provisions of this Waiver relating to use of the Property shall run with the Property and shall be

binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to such Property.

7. Tolling of Limitations Period. Notwithstanding the foregoing, any and all statutes of limitation relating to claims, notices, litigation or otherwise, whether at law or in equity, and specifically relating to ARS Section 12-1134, which are or may be applicable to any claim by BRLS against the Town arising from the passage by the Town of the Ordinance is hereby tolled until the expiration of two years from the date the Town takes the position that the Ordinance does restrict expansion of BRLS’s facilities or BRLS otherwise becomes aware that it has suffered damages as a result of the passage of the Ordinance.

8. Governing Law. This Waiver, and all rights and obligations created hereby, shall be determined and governed by the laws of the State of Arizona.

IN WITNESS WHEREOF, the Parties have executed this Waiver to be effective 30 days after the date and time a resolution approving and adopting this Waiver is approved by the Camp Verde Town Council.

CAMP VERDE:

TOWN OF CAMP VERDE, ARIZONA,
an Arizona municipal corporation

By: _____
Its: _____

OWNER:

BRLS Properties I, LLC
An Arizona Limited Liability Corporation

By: _____
Its: _____

LEGAL DESCRIPTION:

A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23 AND A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23;

THENCE SOUTH 89°32'28" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 319.69 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HIGHWAY 279 AS DESCRIBED IN ORDER OF CONDEMNATION RECORDED IN BOOK 432 OF OFFICIAL RECORDS, PAGE 452, RECORDS OF YAVAPAI COUNTY, ARIZONA AND THE TRUE POINT OF BEGINNING;

THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 5629.58 FEET, THROUGH A CENTRAL ANGLE OF 14°07'22", A DISTANCE OF 1387.62 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 24;

THENCE NORTH 89°48'49" WEST, ALONG SAID SOUTH LINE, 183.67 FEET;

THENCE NORTH 89°08'04" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 1324.84 FEET;

THENCE NORTH 01°33'53" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 1330.05 FEET;

THENCE NORTH 89°32'28" EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23, A DISTANCE OF 1009.06 FEET TO THE TRUE POINT OF BEGINNING.



Agenda Item Submission Form – Section I

Meeting Date: September 5, 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 and possible approval of an agreement for use of the Town's arena fence panels to be used by Cliff Castle Casino during the Bull Bash on the weekend of Fort Verde Days October 12 and 13th.

List Attached Documents:

1. Agreement
2. Letter from Cliff Caste Casino

Estimated Presentation Time: 5 mins

Estimated Discussion Time: 5 mins

Reviews and Comments Completed by:

- Town Manager: Russ Martin Department Head: _____
- Town Attorney Comments: N/A Risk Management: Reviewed and prepared the agreement.
- Finance Department N/A

Background Information: The Town received a request to utilize the arena for what was an annual Bull Bash from the Cliff Castle Casino operated by the Yavapai Apache Nation during this year's Ft. Verde Days. The agreement is fairly straightforward with the Town receiving the benefit of moving the whole arena at the completion of the event to an appropriate place near the Wastewater Plant. As required to utilize Town property we will receive proper compensation as this is a fairly involved endeavor and has the added benefit of opening additional space at the current Street Yard location.

Recommended Action (Motion): Move to approve the agreement for the use of the arena panels.

Town of Camp Verde



Memorandum of Understanding (MOU) Between the Town of Camp Verde (“Town”) and Cliff Castle Casino for Town-Owned Arena Panels, Pens and Chutes

PLEASE READ THE FOLLOWING CAREFULLY
If you have any questions, have them answered before signing this
document

The Parties to this Memorandum of Understanding (“Agreement”) are the TOWN OF CAMP VERDE “Town.” and CLIFF CASTLE CASINO, LLC (“Cliff Castle Casino”) with a mailing address of: 555 Middle Verde Road, Camp Verde, AZ 86322. Town and Cliff Castle Casino, for their mutual benefit, enter into this Agreement as of the 5th day of September, 2018 (“**Effective Date**”).

A. PURPOSE

The purpose of this MOU and waiver is to provide an Agreement/understanding for the Town to:

1. Identify rights and responsibilities of each Party relative to the Town loaning Cliff Castle Casino the Town Assets, listed in Section D below for the sole purpose of holding rodeo(s)/events. Subject to all other terms and conditions herein, the Town agrees to allow Cliff Castle Casino to use the Assets for the duration of the Bull Bash during the 2018 Fort Verde Days on October 12&13.
2. Obtain equal consideration for said use.
3. Town to secure from Cliff Castle Casino proof of property and liability insurance and indemnity for the Town against any liability related to this Agreement/understanding.

B. BACKGROUND

The representatives of Cliff Castle Casino want to host a Bull Bash event in Camp Verde. As a part of the activities surrounding the 2018 Fort Verde Days Cliff Castle Casino is planning to sponsor a rodeo on their property – Cliff Castle Casino. They have attached a letter “Attachment A” outlining their commitment for the use of the arena.

C. STATEMENT OF MUTUAL INTEREST AND BENEFITS

The Town has an interest in developing and maintaining a healthy economy and business environment. To satisfy those interests, the Town is willing to allow assets to be used by a recognized and respected business community member.

D. IN CONSIDERATION OF THE ABOVE, THE PARTIES AGREE AS FOLLOWS:

1. The Town will allow Cliff Castle Casino to use any and all of the following (collectively, the "Assets"): bucking chutes, pens, gates, fence posts and paneling.
2. Cliff Castle Casino agrees do as stated in Attachment A.

E. Indemnification:

Cliff Castle Casino agrees, to the fullest extent permitted by law, to indemnify, defend, save and hold harmless the Town of Camp Verde, its departments, agencies, boards, commissions, and its officers, officials, agents, employees or volunteers (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Cliff Castle Casino or any of its owners, officers, directors, agents, and employees. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of Cliff Castle Casino to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Cliff Castle Casino from and against any and all claims. It is agreed that Castle Casino will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, Cliff Castle Casino agrees to waive all rights of subrogation against the Town of Camp Verde, its officers, officials, agents, employees and volunteers for losses arising in connection with the Memorandum of Understanding between Cliff Castle Casino and the Town of Camp Verde.

For the Cliff Castle Casino:

Signature(s) of Principals for Cliff Castle Casino.

_____ Date _____

_____ Date _____

For the Town:

Approved TO FORM:

WILLIAM J. SIMS, TOWN ATTORNEY

Date _____

RUSS MARTIN, TOWN MANAGER

Date _____ Town Council Regular Meeting Packet



August 21, 2018

To the Town of Camp Verde Council Members

Cliff Castle Casino Hotel is producing the Cliff Castle Casino Hotel Bull Bash during Fort Verde Days on October 12 & 13, 2018 at the Stargazers Pavilion. It is the first time in over three years that bullriding will be a part of the weekend festivities. The event will hopefully bring spectators from around Arizona to Camp Verde.

The casino would like to use the rodeo arena from the Town of Camp Verde for the Bull Bash. The following is what Cliff Castle Casino Hotel is proposing to offer to Camp Verde for the use of the arena.

1. The Casino will work with the Rodeo Arena Committee to move the full arena panels and related items from the Town of Camp Verde Maintenance yard on Industrial Park to the proposed location for the new arena by the Sewer District yard off of HWY 260.
2. The Casino will pay for the transportation of the arena to the new location.
3. The bucking shoots will be inspected for damage prior to being moved. Any structural damages discovered will be repaired by the town of Camp Verde either at the storage yard or the Stargazer Pavilion prior to the beginning of the Bull Bash.
4. Supply a forklift to unload the arena and work with the committee to help with a forklift to load the arena and additional transport vehicles to help haul it.
5. The casino will repair the bucking chute boards if needed to working order before using them at the Bull Bash bullriding.
6. They will pay for any replacement of damaged panels from the bullriding usage.
7. The casino will list the Town of Camp Verde as additional insured for the Bull Bash liability insurance.

The arena panels for the Bull Bash would be moved on Wednesday, Oct. 10th. The rest of the arena will be moved to the new location on Sunday, Oct. 14th. The town would need to have the facilities open on these days, so the group can move the arena in a timely manner.

Cliff Castle Casino Hotel would like to thank you for your support and time. We believe this is a great opportunity for several groups in Camp Verde to work together for the betterment of the community. Please contact Bob Weir at (928) 821-0489 if you have any questions. He is helping us with organizing the Bull Bash.

Sincerely



Danny Gutierrez, General Manager



Agenda Item Submission Form – Section I

Meeting Date: September 5, 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 and possible direction to the Town staff for next steps for the local arena group to receive future approval, funding and other necessary steps in their request to see an arena built in the Town of Camp Verde.

List Attached Documents: Information provided by local arena group

Estimated Presentation Time: 15 mins

Estimated Discussion Time: 15 mins

Reviews and Comments Completed by:

- Town Manager: Russ Martin Department Head: _____
- Town Attorney Comments: N/A Risk Management:
- Finance Department N/A

Background Information: Attached is the information the local arena group is submitting in hopes to work with the Town to locate and ultimately fund an arena in the Town of Camp Verde. Many years have gone by with limited ideas, this is presented with the hope that we can work out a process by which the group can receive the approvals and potential funding necessary to build the arena.

They have outline the needs and the location in hopes to get initial direction to move forward through the process. The group will be in attendance and will be presenting what they have been doing, where they would like to locate and what they currently anticipate their needs to be. Staff has suggested they requested direction from Council to staff to work through issues that arise during the discussion including but not limited to, lease agreement(s), land use approvals, future financial commitments and any other items that will assist this project.

Recommended Action (Motion): Move to direct staff to work with the arena group to develop final plans and potential application for permits necessary to locate at the requested property. Additionally, work with them to identify additional funding sources and other logistics necessary.

Judy Morgan

From: Russ Martin
Sent: Thursday, August 30, 2018 9:29 AM
To: Judy Morgan
Subject: FW: Camp Verde Arena
Attachments: arena proposal.pdf

From: Mary Phelps [mailto: [REDACTED]]
Sent: Friday, August 24, 2018 11:29 AM
To: Russ Martin <Russ.Martin@campverde.az.gov>
Cc: [REDACTED]

Subject: Camp Verde Arena

Good morning Russ,

Please see attached our spreadsheet of total costs of what we will need to get the Camp Verde Arena up and running. I have also enclosed quotes for bleachers, lights and fresh water well. These are the best prices out of multiple businesses that we tried.

We have received feedback from people wanted to help and donate but is wanting to know what town can or can not do for us and we will figure out the rest as best as we can.

We are proposing that the town provides land use that I provide map of, waives permits, allows us to run water from plant to us for dust control at no charge, and allow us to run waste water back to plant no charge. The funding that we requested and we have companies, included not limited to Pierre Mulcaire, McDonald Bros. And Donny Murdock and Brian Parker help with the earthwork. APS will be installing lights.

We have filed our 501c3. We have filed to register Camp Verde Arena Association as our name. We have a committee of 10 members. And we have about 20 more individuals that will be members as well that have duties once we are holding events. This will be open to the public and there will be a member fee for individuals and family members to use the arena.

We would also like the Town to approve temp use of a temp yard on the south east side of water plant other side of the holding tanks to hold the arena equipment after the Fort Verde Days use by the Casino. Which the Casino offered and agreed in exchange of use of equipment that they move all equipment to new location.

The location of the arena, the recreational park, and the new trail heads, is superb for the Camp Verde Area. This will bring revenue back into Camp Verde bring in New businesses, help the new businesses already and in the middle of construction. This will save our Fort Verde Days, CornFest Festivities by hosting rodeos.

So we ask that the town provides us the land, the funding for infrastructure, waive permits, water and waste water. We have worked with the Probation office and they will bring people to clean up the area at no charge. Our goal is to use local businesses and local support.

We would love to bring the old West back to Camp Verde. And the Camp Verde Arena Association will manage it all and foresee all business here on out

If you have any questions please let me know. Please put us on the September 5th agenda. We will all be there.

Thank you,
Mary Phelps
President
Camp Verde Arena Association

----- Forwarded message -----

From: **McDonald Brothers Construction** <[REDACTED]>
Date: Fri, Aug 24, 2018, 11:02 AM
Subject:
To: [REDACTED]

McDonald Bros. Construction, Inc.

Camp Verde, AZ 86322

Ph: 928-567-3539

Fax: 928-567-6171

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Furthermore, to ensure compliance with the Open Meeting Law, Council or Board/ Commission / Committee members who are recipients of this message should not forward it to other members of the Council or Board / Commission / Committee of the Town of Camp Verde. Council Members or Board / Commission / Committee members may reply to a staff member regarding this message, but they should not send a copy of a reply to other Council or Board / Commission / Committee members.

Please consider our environment before printing this email. 

Attached # A



Anthem Sports, LLC
 2 Extrusion Dr.
 Pawcatuck, CT 06379

Phone	Fax
800-688-6709	860-599-8448
www.anthem-sports.com	

Quote

Date	Quote #
7/24/18	49641

Quote for:
Camp Verde Rodeo Mary Phelps 112 W. Fort McDowell PL Camp Verde, AZ 86322

Ship To
Camp Verde Rodeo Mary Phelps 112 W. Fort McDowell PL Camp Verde, AZ 86322

P.O. No.		Terms		Rep	
		Pre Pay		WS	
Anthem Part #	Description	Qty	U/M	Price	Total
A07-822	10 Row 27' DLX Bleacher w/Chainlink Seats 144 per bleacher	16	ea	10,479.00	167,664.00T
A22-203-AZ	10 Row 30' DLX Bleacher w/Chainlink Seats 164	1		12,970.00	12,970.00T
	Total Seating: 2,468				
1	Shipping & Handling			19,220.60	19,220.60T
	Note: Tread planking and risers are an economical mill finish aluminum. Minor staining or discoloration may occur during packaging, transportation and storage. Seat planks are anodized aluminum.				

Subtotal	\$199,854.60
Sales Tax (0.0%)	\$0.00
Total	\$199,854.60

Quote is valid for 30 days unless otherwise specified.

Attached # B

Dark Sky Compliance



Date Created: 7/23/18

Exp. Date: 9/21/18

Quote #: 932928

Contact Information

Prepared By: Justin Jansen
 Phone #: (888) 791-1463 x706
 E-Mail: quotes@lightpolesplus.com
 Fax: 414-255-2293

Contact Name: Mary Phelps
 Phone #: 9262741783
 Email: mkphelps1983@gmail.com
 Fax:

Address Information

Bill To Name: Camp Verde Rodeo Association (1418191)
 Bill To:

Ship To Name:
 Ship To: AZ 86322

Standard Products

Qty	Product	Sale Price	Ext. Price
10	[PART#] VS-RTSA-39-7924-11-AB-FP [DESCRIPTION] 39" Tall x 7.8" Base x 2.4" Top x 11ga Thick, Round Tapered Steel, Anchor Base Light Pole, Full Base Cover, Wiring Hanc Hole & Cover, Standard Fixture Mounting & Finish Color. USA Engineered & Manufactured (Includes 1" Anchor Bolts)	\$1,398.00	\$13,980.00
10	[PART#] VS-S-BLH-R24-2-180-FP [DESCRIPTION] 2 @ 180 deg. Fixture Mount, Steel Bullhorn Bracket, Pole Top Mount, Powder Coat Finish. USA Engineered & Manufactured	\$169.00	\$1,690.00
10	[PART#] VS-PRE100 [DESCRIPTION] Pre-Shipped Anchor Bolt Kit, 1" x 36" x 4"	\$25.00	\$250.00
20	[PART#] NF-6-HBHC-470-57-MV-30-GK6-WHP7NP [DESCRIPTION] 470 Watt 6-Engine High-Output Helios LED Light Fixture, 120-277v Input VAC, 5700k Cool White, 65659 Nominal Lumens, HID Replace, 30 Degree Distribution. USA Made, ETL Certified to UL 1598 and CSA Standards, 600,000+ Hours L70 LED Life, 5-Year Standard Limited Warranty [COMMENTS] Glare Killer visor, 7' cord.	\$1,249.00	\$24,980.00
20	[PART#] NF-SFH [DESCRIPTION] Adjustable Slipfitter Mount for 3-Engine or 6-Engine Helios Fixtures, Fits 2.38" OD Tenon & Arm Mounts, Finished to Match Fixture Color for Custom Colors, Heavy Duty Die Cast Aluminum Material	\$64.00	\$1,280.00

1. Pricing is based on a prepaid order release within 60 days and includes delivery within the contiguous USA unless otherwise noted.
2. Sales tax calculation (if applicable) will be finalized at order processing (OE).
3. Please consult your Technical Sales Manager for additional order terms and details.

Grand Total: \$42,180.00

Important Notes:

- Light Poles & Brackets: 8-10 weeks estimated production lead time.
- LED Fixtures: 8-10 weeks estimated production lead time.
- Light pole base: fits 10.5-11.5" bolt circle (on center) and 1.0" diameter anchor bolts.
- Loading Assumption: light poles rated for [10.7] EPA & [267] LBS at [80] MPH.
- Loading Assumption: mounting quantity [2, light fixtures]; [1, brackets]; [0, cameras] per pole.
- Lightning strikes and voltage surges can cause LED fixture damage; additional surge protection available upon request.
- Non-Standard specifications may add to the production lead time.
- Customer responsible for unloading at time of delivery; line items may ship at different times during production cycle.

IMPORTANT: Do you require vibration dampeners? We recommend vibration dampeners be used when (1) light poles are being installed on a parking ramp, deck, bridge, pier, airport, train or subway hub/terminal or known problem area (2) a load of 0.75 EPA or smaller is going on the light poles and (3) light poles are being used as camera supports and/or will have non-standard appendages attached to them.

IMPORTANT: To ensure proper selection of the light pole, luminaire, accessories and/or foundation, we recommend the customer consult a qualified engineer to analyze the loading and design criteria for the specific application. Maximum loading capacity guidance is based on side-mounted light fixtures only.



IMPORTANT: LPP and its vendors are not responsible for the structural adequacy of new and/or existing light pole footing designs and anchor bolts. Estimated loading capacity values and wind zone ratings are based on standard commercial design and engineering criteria, and they do not account for additional loadings from objects such as (but not limited to) signs, banners, cameras, solar panels and flags. Our light pole warranty does not cover vibration induced fatigue failure.

IMPORTANT: LPP and its vendors consider these quoted products as produced and supplied according to the customer's dimensional, material and/or electrical specifications. Given the customer has not provided specific loading information, we have not engineered the products for the customer's specific application(s). The customer remains responsible for the product design, engineering and selection.

##ENDRENDER##

Proposal

August 1, 2018

Page 1 of 1



NORTHERN ARIZONA PUMP, INC.

NAPCO Drilling ADWR 377, A-4,C-53

P.O. Box 252 - Cornville, AZ 86325

5325 N. Restoration Loop - Rimrock, AZ 86335

Phone: (928) 634-4978 Fax: (928) 634-1944

CAMP VERDE RODEO ASSOCIATION

NEW WELL & PUMP

We hereby submit specifications and estimates for:

100' OF 10" BOREHOLE WITH 6" STEEL CASING GROUTED	\$3,900.00
60' OF 6" BOREHOLE @ \$18.00 PER/FT	\$1,080.00
	WELL ESTIMATE \$4,980.00
1 - 1 HP GRUNDFOS CONSTANT PRESSURE SYSTEM INSTALLED WITH 5 YEAR WARRANTY	PUMP ESTIMATE \$3,565.00
	PERMIT FEE \$150.00
	JOB ESTIMATE \$8,695.00

PLUS APPLICABLE SALES TAX

Supply pipe and wire to house - \$N/A -- Excluding excavation, shade and backfill.

- 1- Well prices are per foot. Total depths are estimated and may vary.
- 2- Construction of the well may require installation of a smaller diameter casing or liner. Owner shall be advised of any additional casing and costs, if any before installation.
- 3- We cannot guarantee water quality or quantity.**
- 4- Minimum drilling fee is 100 feet. 5- Test pump is an additional fee,
- 6- NAPCO is not responsible for well cuttings or cavings from well, or damages to landscaping or property when entering or exiting property to well.
- 7. Customer is responsible for late fees, finance charges, liens or attorney fees.
- 8. If Drilling is less than 10' per hour. An hourly rate of \$ _____ will be charged.

WE PROPOSE hereby to furnish material and/or labor - complete in accordance with above specifications. for the sum of

EIGHT THOUSAND SIX HUNDRED NINETY FIVE & NO/100XX **\$8,695.00**

Payments to be made as follows: *Balance due upon completion. 1 1/2% (18% per annum) 10 days from due date.

Down payment: \$3,000.00 Finance/Late Charges and/or Pre-lien placed if not paid in full.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature: John A. White Date: 7-31-18

Note: This proposal may be withdrawn by us if not accepted within 60 days.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted.

You authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

Example of layout



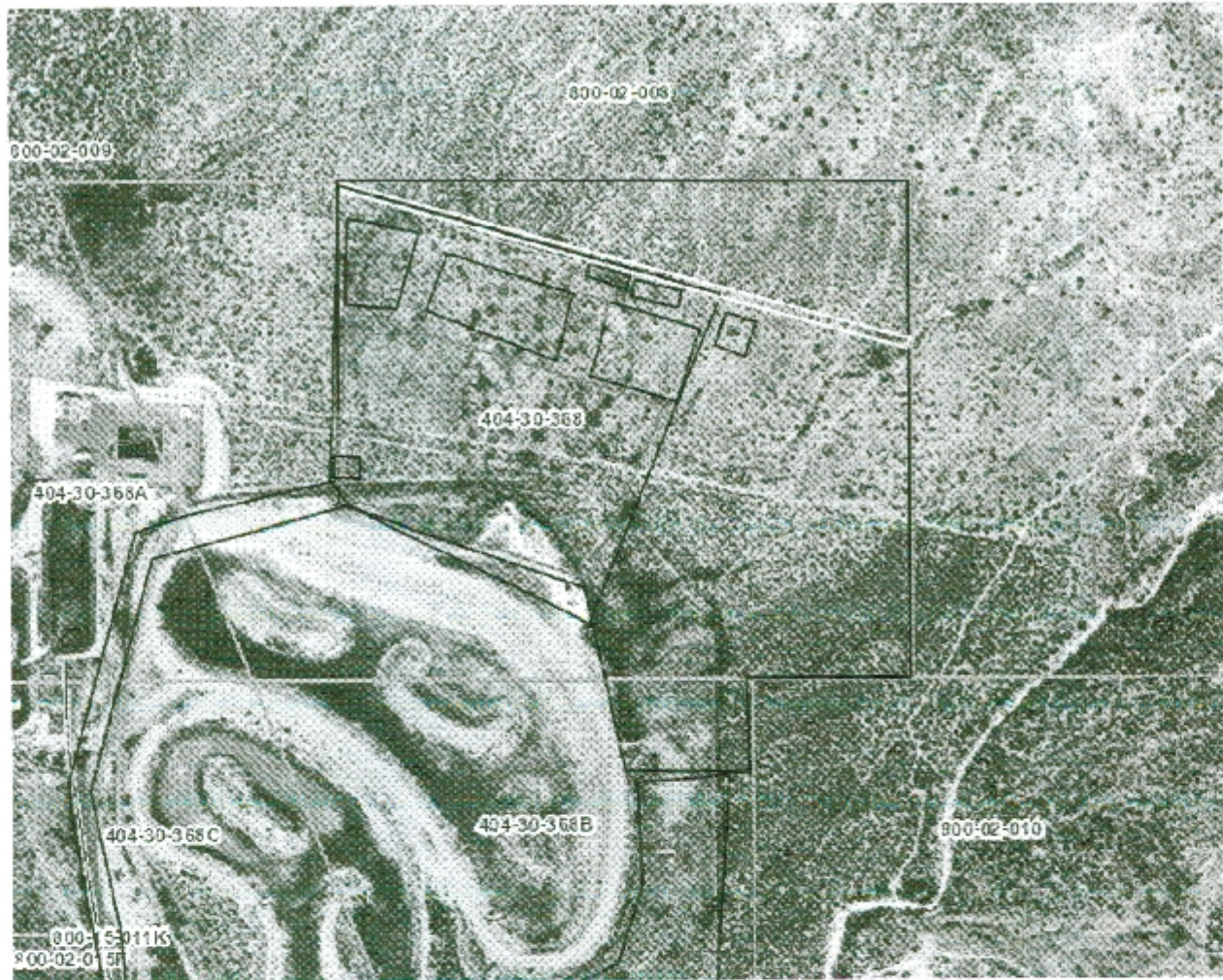
Samples - 2-Entrances / Exits



Participant Entrance

Main Entrance

Potential Camp Verde Arena



Legend

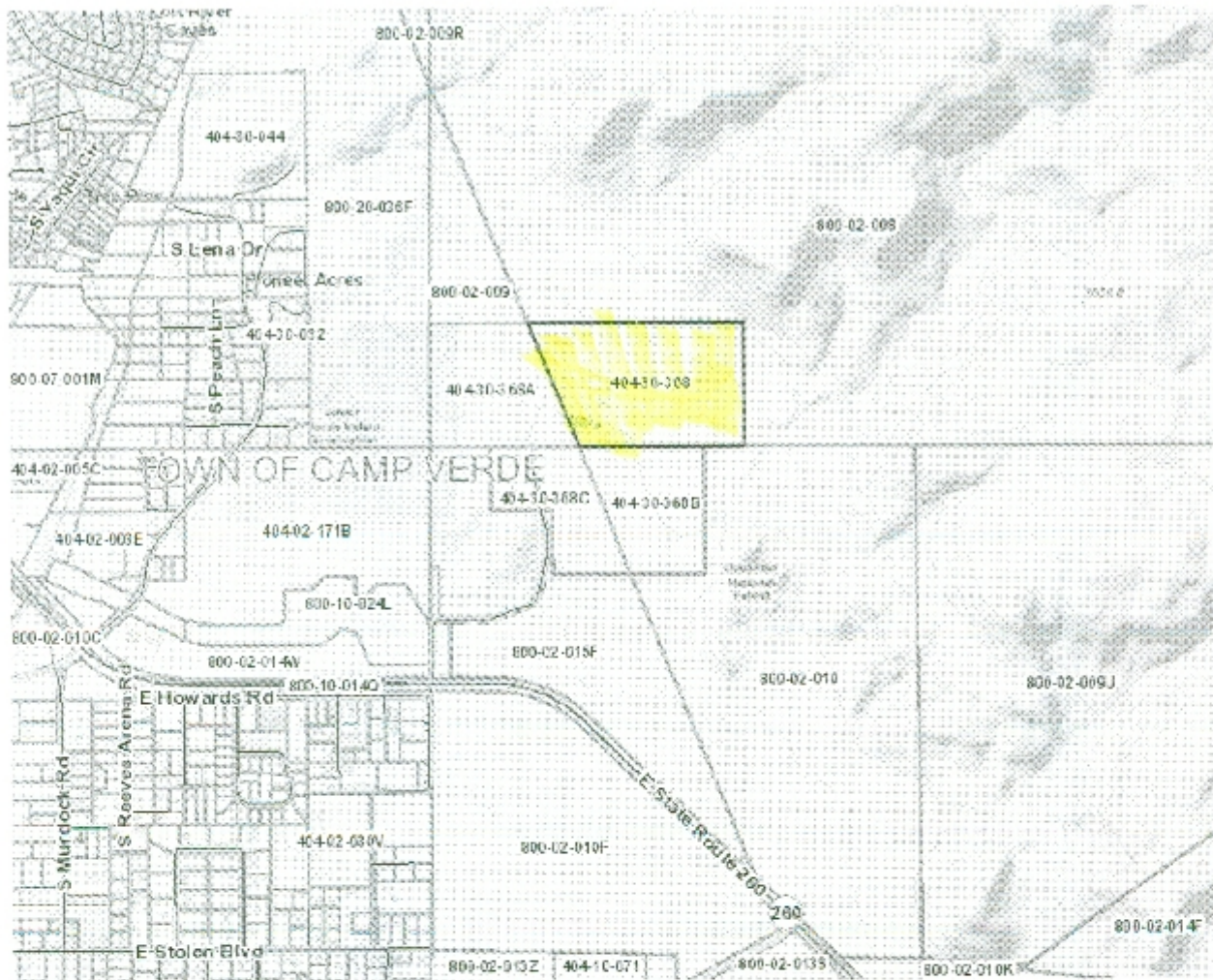
- City Boun
- Cottonwo
- Peoria
- Prescott
- Sedona
- Camp Ver
- Chino Val
- Clarkdale
- Dewey-Hu
- Jerome
- Prescott V
- Wickenbu
- County Bt
- Counties
- Parcels
- Major Ro
- Interstate
- State High
- Major Ro
- Road Cen
- City Boun
- Cottonwo
- Peoria
- Prescott
- Sedona
- Camp Ver
- Chino Val
- Clarkdale
- Dewey-Hu
- Jerome
- Prescott V
- Wickenbu



Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

Map printed on: 8/23/2018

Potential Camp Verde Arena



- ### Legend
- City Bound
 - Cottonwo
 - Peoria
 - Prescott
 - Sedona
 - Camp Ver
 - Chino Val
 - Clarkdale
 - Dewey-Hi
 - Jerome
 - Prescott V
 - Wickenbu
 - County Bc
 - Counties
 - Parcels
 - Major Ro
 - Interstate
 - State High
 - Major Ro
 - Road Cen

Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

Map printed on: 8/23/2018

