



*Support your local merchants*

**AGENDA  
TOWN OF CAMP VERDE  
REGULAR SESSION  
MAYOR AND COUNCIL  
473 S. MAIN STREET, SUITE 106  
WEDNESDAY, JULY 1, 2020 at 6:30 P.M.**

**ZOOM MEETING LINK**

<https://us02web.zoom.us/j/87150884785>

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 Buck Buchanan, Joe Butner, Bill LeBeau, Jessie Murdock, Robin Whatley; Vice Mayor Dee Jenkins; 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) Work Session – June 10, 2020 Page 5
    - 2) Regular Session – June 17, 2020 Page 9
  - b) **Set Next Meeting, Date and Time:**
    - 1) Regular Meeting – Wednesday July 15, 2020 at 6:30 p.m.
  - c) **Special Event Liquor License Application**  
Possible Approval of Special Event Liquor License application for Tyler Scott Rezzonico-Verde Valley Rangers Sheriff's Posse for Corn Fest to be held July 18, 2020. Page 17
5. **Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an

open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to ARS §38-431.01(H))

**6. Special Announcements and Presentations**

- Kathy Hellman - Preview New Town Website Page 23

**7. Discussion & Possible Approval of Resolution 2020-1049, A Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving the Application for the Land and Water Conservation Fund Grant. Staff Resource Steve Ayers Page 25**

**8. Discussion and Consideration of direction to negotiate a lease agreement for the property at 600 S. 1st Street “Old Teen Center” building for use by MATFORCE for office use. Staff Resource: Russ Martin Page 29**

**9. Discussion and Consideration of direction to move forward with Fire District Boundary alignment with the Town’s and potential declaration of the Copper Canyon Fire District as the Town’s provider of Fire and Emergency Services. Staff Resource Russ Martin Page 33**

**10. 10.1. A public hearing before the Mayor and Common Council of the Town of Camp Verde, Arizona, for consideration of the extension and increase of approximately 1,385 acres, as described and shown on record at the Town of Camp Verde Community Development Department and as filed with the Yavapai County Recorder’s office, into the corporate limits of the Town of Camp Verde, Yavapai County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes, and amendments thereto, as requested by CCJB Holdings, LLC. The annexation area is generally located north of the northern corporate limits of the Town of Camp Verde at Middle Verde Road, then west to include the entirety of the Alcantara Vineyards & Winery property, which is located east of State Route 260 off of Thousand Trails Road. Certain territory contiguous to the existing Town of Camp Verde Limits of the Town of Camp Verde, as described, shall be considered for annexation thereto. Staff Resource Melinda Lee Page 35**

**10.1.1. Staff Report**

**10.1.2. Open Public Hearing**

**10.1.3. Close Public Hearing**

**10.1.4. Council Discussion**

**11. Covid-19 Update. Staff Resource Russ Martin**

**12. Call to the Public for items not on the Agenda. (Please complete Request to**

**Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to A.R.S. §38-431.01(H))

13. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Phillip England Center for the Performing Arts Foundation. 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.
14. **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.
15. **Discussion and consideration of the Town Manager’s quarterly performance review, including but not limited to procedures of review, set goals and objectives. The Council may, by majority vote, recess the regular meeting, hold an executive session and then reconvene the regular meeting for discussion and possible action on this item as covered under A.R.S. 38-431.03 (A)(1).** Page 35
16. **Adjournment**

<p>CERTIFICATION OF POSTING OF NOTICE</p> <p>The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Town of Camp Verde and Bashes on <u>06-25-2020</u> at <u>11:00 a.m.</u></p> <p><u>Cindy Pemberton</u></p> <p>Cindy Pemberton, Town Clerk</p>
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*Note: Pursuant to A.R.S. §38-431.03. (A)(1); (A)(2) and (A)(3), the Council may hold an 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.*

*Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - 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. 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.*



**DRAFT MINUTES**  
**TOWN OF CAMP VERDE**  
**WORK SESSION**  
**MAYOR AND COUNCIL**

**473 S MAIN STREET, SUITE 106**  
**WEDNESDAY, JUNE 10, 2020 AT 5:30 P.M.**

**ZOOM MEETING LINK:** <https://zoom.us/j/8524568246>

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

**1. Call to Order**

**Mayor German called the meeting to order at 5:34 p.m.**

- 2. Roll Call.** Council Members Buck Buchanan, Joe Butner and Bill LeBeau were present in Council chambers. Mayor Charlie German, Vice Mayor Dee Jenkins, Council members Robin Whatley and Jessie Murdock were present via Zoom.

**Also Present**

Town Manager Russ Martin and Town Clerk Cindy Pemberton were in Council chambers. Finance Director Mark Showers, Town Council Candidate Cris McPhail and Transcriptionist Susan Ayers were in attendance via Zoom.

**3. Pledge of Allegiance**

Councilman Buck Buchanan led the pledge.

**4. Discussion between Town Council, Town Manager and Finance Director on the potential for Base Adjustment and Expenditure Limitation Election.**

Finance Director Showers began by giving a detailed explanation outlining the basic definitions of Permanent Base Adjustment and Home Rule Adjustment. He then gave a summary of the current Annual Expenditure Limitations and explained the need for an increase in Base Expenditure Limitation; that the state sets a limit on how much money each town can spend each year, and if the town goes over that limit, even by a dollar, then they can take away a significant portion of the town's state shared revenues. He explained that the town has never been that close to reaching that limit until they took on the wastewater treatment plant. Mr. Showers explained the process of Base Adjustment which gives the Town the ability to grow if and when local revenues grow; covering the cost of operating the wastewater plant and acquisition of the water utility company without fear of exceeding the current State imposed limitation and losing State shared revenue.

He outlined the process by which the Town would petition the State, with the voters' approval, to increase the Base Expenditure Limitation. He pointed out the importance of understanding that it is not an authorization by Council or the voters to actually spend more money without purpose or without corresponding increase in revenues.

Councilman Joe Butner asked why it is based on the 1979 population. Mr. Showers explained it was in 1979, when the process went into effect. Mr. Showers highlighted the fact that Camp Verde is one of the last remaining cities in the state to enact either a Home Rule or a Permanent Base Adjustment.

Mr. Showers explained when he calculates the cost of operating the wastewater and acquisition of the water utility and allowance for potential capital expenditures, and after the factors are applied, he is proposing to increase the base adjustment by \$565,000. The town could not effectively take on acquisition of the water company and stay under the town's current limit.

Councilman Joe Butner asked for a reiteration of what the actual base number would be increased to, and the calculation came out to \$2,637,112.

Mayor German commented that the voters voted to allow the Town to enter into the utility business through the Title 9 authorization in June 1995. He believes that is very similar to what they are being asked as a Council to do; which is actually creating allowance for some flexibility.

Town Manager Martin added all of the other Verde Valley communities have done this as well; two have done it through the Home Rule option and two have done it through a Permanent Base Adjustment.

Mr. Showers outlined the timeline as to when Council should vote, sending of the proposition off to the State, and preparation and distribution of publicity pamphlets so as to be able to get it placed on the ballots for the fall election.

He then went over the wording of Resolution 2020-1046 and how it reads.

Councilman Butner questioned as to whether the Resolution should be reworded so as to read "SHALL THE EXPENDITURE BASE OF THE TOWN OF CAMP VERDE BE PERMANENTLY ADJUSTED **BY AN INCREASE** OF \$565, 000?"

Town Clerk Cindy Pemberton and Mike Showers will check into the possible addition of the phrase "by an increase" with Town Attorney Bill Sims and The State respectively.

Town Manager Russ Martin explained to Council that they would receive the agenda on the budget tomorrow and asked Finance Director Showers to go through the list of exclusions from the expenses that are applied to the limitation. Mr. Showers explained that debt financing and debt servicing, any federal grants, most state grants and most non-profit donations and grants are excluded against the limit amount, as well as HURF (Highway User Revenue Fund) expenses.

Mr. Showers explained to Council that they would receive the budget agenda tomorrow, and outlined several items on the budget and his process for arrival at those numbers.

In conclusion, it was decided that Council would review the packet and vote on the proposal at the meeting next Wednesday, June 17, 2020.

## 5. Adjournment

In light of no further questions by Council at that time, Mayor German adjourned the meeting at 6:13 p.m.

**CERTIFICATION**

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Work Session of the Town Council of Camp Verde, Arizona, held on June 10, 2020. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Cindy Pemberton, Town Clerk

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**DRAFT MINUTES  
TOWN OF CAMP VERDE  
REGULAR SESSION  
MAYOR AND COUNCIL  
473 S. MAIN STREET, SUITE 106  
WEDNESDAY, JUNE 17, 2020 at 6:30 P.M.**

**ZOOM MEETING LINK**

<https://us02web.zoom.us/j/87200028268>

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

**1. Call to Order**

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

**2. Roll Call**

Council Member Buck Buchanan was present in Council Chambers. Mayor Charlie German, Vice Mayor Dee Jenkins and Council members Joe Butner, Bill LeBeau, Jessie Murdock and Robin Whatley were present via Zoom. Council members Bill LeBeau and Joe Butner joined via Zoom at 6:39 p.m.

**Also Present**

Town Manager Russ Martin, Deputy Town Clerk Virginia Jones and Candidate Jackie Baker were present in Council Chambers. Town Finance Director Mark Showers, Marshall Corey Rowley, Town Clerk Cindy Pemberton, Mark Reader, Paul Gales, Michael Cafiso, and Jack Leeper Council Candidate Cris McPhail and Transcriptionist Susan Ayers were present via Zoom.

**3. Pledge of Allegiance**

Councilman Buck Buchanan led the pledge from Council Chambers.

**4. Consent** – 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 – June 3, 2020

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

- 1) Regular Meeting – Wednesday July 1, 2020 at 6:30 p.m.
- 2) Regular Meeting – Wednesday July 15, 2020 at 6:30 p.m.

**c) Fair/Festival Liquor License Application**

Possible Approval for Barbara A. Predmore, Alcantara LLC. For Fair/Festival

Liquor License for 6101 E. Coury Drive Camp Verde for Friday, Saturday and Sundays beginning 06-19-2020 and ending 07-26-2020. Six Applications Attached.

On a motion by Councilor Robin Whatley, seconded by Councilor Buck Buchanan, Council approved the Consent Agenda with a couple of corrected misspellings to the Minutes of the June 3<sup>rd</sup> Regular Session. The motion carried with approval by Councilors Whatley, Murdock, Buchanan, Vice Mayor Jenkins and Mayor German.

5. **Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to ARS §38-431.01(H))

Jackie Baker shared that in talking with citizens in the community, they are concerned about the cost of the park. She asked on their behalf if perhaps there could be an audit or some way to show how the money has been spent, so as to better understand the costs.

6. **Discussion & Possible Approval of The Town of Camp Verde FY21 Proposed Tentative Budget.** Staff Resource Michael Showers

Town Manager Russ Martin began by clarifying several questions posed via email prior to the meeting by Vice Mayor Jenkins.

He explained a couple of changes in the proposed budget since last month. A projected local sales tax increase of \$200,000 due to increased construction activity would allow for possible adjustment in human resource wages, should the local sales tax remain and things change for the better. These are wages that, for a significant portion of staff have not changed in the past couple of years.

He addressed a question posed about library construction and explained that it was simply a “copy and paste” error from a prior budget and had no purpose in the current budget.

Mr. Martin explained the reason for the proposed increase in the Camp Verde Marshals Office. The allocation is for the new grant for the School Resource Officer just hired; with the school district and town working together on the project. He explained that even when monies come from a grant or a federal funding source, the figures need to be outlined and that is why they are in the budget.

Mr. Martin addressed wage adjustments in the library and risk management, which were related to employees having gained job certification.

He explained that there were other factors that could affect revenue and expenditures, such as CARES Act revenue and the Capital Improvement Plan. He outlined that, due to the uncertain nature of both revenue and expenditures in the CIP and operations budgets, that he was building the budget so as to be flexible.

He informed Council that town staff is working hard on possible acquisition of grant monies for the park, whereas the Land and Water Conservation Fund has significant resources for allocation to match with Town funding, which will become available in September.

Town Finance Director Mike Showers explained that there was an item on page 2&3 regarding fund balance that he had intended to omit, as it was not part of the budget but simply an estimate that he highlighted as a reminder for himself to update at a future time.

Councilor Joe Butner expressed some confusion related to the page numbers in question, for which Mr. Showers clarified, and then went on to explain that the numbers were irrelevant to the budget at this time.

Councilor Jessie Murdock made a motion to approve the proposed tentative budget, seconded by Councilor Robin Whatley. The motioned carried, with approval by Councilors Joe Butner, Bill LeBeau, Buck Buchanan, Robin Whatley, Jessie Murdock, Vice Mayor Dee Jenkins and Mayor Charlie German.

**7. Discussion & Possible Approval of Resolution 2020-1046, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, proposing a Permanent Adjustment to the 1979-80 Base Expenditure Limitation of the Town of Camp Verde.** Staff Resource Michael Showers

Town Finance Director Mike Showers gave a short outline of the proposal and explained that the item is from last Wednesday's Work Session. He asked for questions and/or comments.

Jackie Baker questioned the need for adjustment of the Base expenditure Limitation in regard to a utility company that the Town does not yet own. Town Manager Russ Martin explained that the Base Adjustment does not have to be associated with the water company but it is advantageous to prepare for the possibility now in case of acquisition in the future.

Finance Director Showers added the fact that the Town is well below the current limitation and increasing it does not mean the Town will spend more money, but if it should become necessary the adjustment process will already have been done.

Councilor Joe Butner asked Mr. Showers if a correct summarization of the Base Adjustment increase was as follows: a Base Rate Adjustment Increase by \$565,000 with a cost of living multiplier and a population increase multiplier; moving from \$13,116,221 to \$16,692,603. He felt it was important to clarify the numbers for the citizens. Mr. Showers concurred that those numbers were indeed

correct.

Councilor Butner made a motion to approve **Resolution 2020-1046, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, proposing a Permanent Adjustment to the 1979-80 Base Expenditure Limitation of the Town of Camp Verde.** The motion was seconded by Councilor Jessie Murdock. The motion carried with approval by Councilors Whatley, LeBeau, Buchanan, Murdock, Butner, Mayor German and Vice Mayor Jenkins.

8. **Discussion, Consideration, and possible approval of Resolution 2020-1047. A Resolution of the Mayor and Common Council of the Town of Camp Verde, Arizona, approving the form and authorizing the execution and delivery by the Town of a Fourth Trust Agreement and other necessary agreements, instruments and documents; approving the sale and execution and delivery of pledged Revenue and Revenue Refunding Obligations, Series 2020, evidencing all the interests of the owner thereof in the payments to be made pursuant to the Purchase Agreement; Adopting Post-Issuance Tax compliance procedures in connection with issuance of obligations of the town; delegating authority to the Mayor, Manager and Finance Director of the Town to determine certain matters and terms with respect to the foregoing, authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution and declaring an Emergency.** Staff Resource Russ Martin and Mike Showers.

Town Manager Russ Martin refreshed the Council on previous discussions regarding the borrowing of an additional 2.5 million dollars for the park. He laid out the details of how that loan would be part of a debt restructure. He then informed the Council that he is seeking their permission for the Mayor and Staff to have the authority to finalize whatever bids come back, and to finalize the agreements of that debt restructuring.

Mark Reader, Managing Director of Stifel, a brokerage and investment firm, explained to Council the process of restructuring existing debt and borrowing an additional \$2.5 million for the purpose of completing the park project through the sale of new bonds. He stated that Stifel would assist the Town with restructuring approximately \$300,000 in debt, and amortizing the \$2.5 million over a period of fifteen years. He went over the Town's current outstanding bond inventory, and also gave the Council an overview of the current bond market and its challenges. Mr. Reader told Council that the bonds would not be sold at auction, but that they were pursuing a private placement sale of the bonds. He stated that Stifel has a party interested in purchasing the bonds.

Finance Director Mike Showers and Mark Reader then gave the Council an overview of current revenues. Mr. Reader gave the Council a PowerPoint presentation outlining refunding and new money debt structure and debt service coverage details. He showed Council how they could restructure the current debt and add the 2.5-million-dollar loan, and still keep their current debt service payment at, or near, the same amount.

Councilor Joe Butner asked what the interest rate is of this new debt. Mr. Reader replied that preliminary indications are that it would be 2.9% at this point. Councilor Butner then asked Mr. Reader about both current interest rates and interest rates on the existing debt. Mr. Reader stated the existing debt being refinanced was at 3.91%.

Public Input: Jackie Baker thanked Mr. Reader for all of the hard work, and expressed concerns regarding incurrence of liability at this time.

Vice Mayor Dee Jenkins had a question on page 94 regarding the principal amount not exceeding \$3,000,000. Mr. Reader explained that the figure is the \$2.5 million of new debt plus \$300,000 restructured debt plus \$80,000 of expenses relative to the bond sale and that one of the possible investors may want to have the bonds insured, which could entail additional expense.

Vice Mayor Jenkins asked for clarification on the need for an emergency clause. Attorney Mike Cafiso responded that without the emergency clause, it would delay the sale of the bonds an additional 30 days and possibly impact the sale and the projected interest rate. Councilor Butner then asked if the resolution could be passed without the emergency clause. Mr. Cafiso responded that it is possible, but the current interest rate could not be guaranteed if that were the case.

Councilor LeBeau expressed his opposition to the taking on of additional debt at this time.

Councilor Robin Whatley moved to approve Resolution 2020-1047, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Arizona, approving the form and authorizing the execution and delivery by the Town of a Fourth Trust Agreement and other necessary agreements, instruments and documents; approving the sale and execution and delivery of pledged Revenue and Revenue Refunding Obligations, Series 2020, evidencing all the interests of the owner thereof in the payments to be made pursuant to the Purchase Agreement; Adopting Post-Issuance Tax compliance procedures in connection with issuance of obligations of the town; delegating authority to the Mayor, Manager and Finance Director of the Town to determine certain matters and terms with respect to the foregoing, authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by this Resolution and declaring an Emergency. Councilor Jessie Murdock seconded the motion, which passed on a 6 to 1 vote, with the emergency clause included. Councilors Butner, Whatley, Murdock, Buchanan, Vice Mayor Jenkins and Mayor German voted to approve. A nay vote was cast by Councilor LeBeau.

9. **Covid-19 Update.** Staff Resource Russ Martin  
Prior to his COVID-19 Update, Town Manager Russ Martin asked Town Finance Director Mike Showers to give a revenue update. Mr. Showers stated that May revenues were approximately average; however, local revenues for the year were approximately \$300,000 below projections. State revenues are approximately \$90,000 below projections, with additional revenues off by approximately \$40,000 for the year.

In regard to the current increase in COVID-19 cases, Town Manager Martin informed the Council that the Governor is leaving it up to the individual cities and towns to decide whether masks had to be worn in public. He suggested that because the next Council meeting is two weeks away, there would be time to see how other communities react to the Governor's decision. He suggested that any action would be done through a Council-approved proclamation as opposed to a Mayoral proclamation. He stated that he had given a directive to staff to wear masks when in public.

Mr. Martin went on to explain that the Town is moving forward with the Cornfest event, but with COVID-19 guidelines in place. He further explained that it is not a widely marketed event outside of Camp Verde in light of COVID-19.

- 10. Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to A.R.S. §38-431.01(H))

There were no items submitted for discussion.

- 11. Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Phillip England Center for the Performing Arts Foundation. 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 Butner stated that he had met with Marshal Corey Rowley in regard to what defense attorneys say about racial profiling. He stated that candidate for law enforcement do not receive psychological testing and he feels that this is important and should be considered, moving forward.

Councilor Jessie Murdock attended the ground-breaking ceremony for the new Copper Canyon Fire District Station, and feels that this will be a nice addition to Camp Verde.

Vice Mayor Jenkins also attended the aforementioned ground-breaking ceremony, and concurs with Councilor Murdock's opinion.

Mayor German attended the ground-breaking ceremony as well, and is also

excited.

- 12. 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 Russ Martin informed Council that the grant application for the Land and Water Conservation Fund is due and will be completed by the end of the month. He should have more in-depth information by the beginning of July.

He invited Council to attend the farewell retirement party for Carol Brown, Risk Manager at the Gazebo in Camp Verde on July 2<sup>nd</sup> at noon. Proper social distancing will be in place.

Town Manager Martin wanted to take the opportunity to apologize publicly to Vice Mayor Dee Jenkins for mistakes with last month's report.

**13. Adjournment**

The meeting was adjourned at 8:06 p.m.

**CERTIFICATION**

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Work Session of the Town Council of Camp Verde, Arizona, held on May 1, 2020. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Cindy Pemberton, Town Clerk

*Note: Pursuant to A.R.S. §38-431.03. (A)(1); (A)(2) and (A)(3), the Council may hold an 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.*

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**Agenda Item Submission Form – Section I**

**Meeting Date:**

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

**Requesting Department:** Public Works – Parks and Recreation Division

**Staff Resource/Contact Person:** Michael Marshall

**Agenda Title (be exact):** Possible Approval of Special Event Liquor License application for Tyler Scott Rezzonico-Verde Valley Rangers Sheriff’s Posse for Corn Fest to be held July 18, 2020.

**List Attached Documents:** Application for Special Event Liquor License

**Estimated Presentation Time:** 5 minutes

**Estimated Discussion Time:** 5 minutes

**Reviews and comments Completed by:**

Town Manager: NA       Department Head: NA

Town Attorney Comments: NA

Risk Management: \_\_\_\_\_

Finance Department  
**Fiscal Impact:**  
**Budget Code:** \_\_\_\_\_ **Amount Remaining:** \_\_\_\_\_  
**Comments:**

**Background Information:** Application was submitted to the Clerk’s Office on June 23, 2020 for Council Approval.

**Recommended Action (Motion):** Approve Special Event Liquor License application for Tyler Scott Rezzonico-Verde Valley Rangers Sheriff’s Posse for Corn Fest to be held July 18, 2020.

**Instructions to the Clerk:**



Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix, AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

**FOR DLLC USE ONLY**

Received Date: \_\_\_\_\_

Job #: \_\_\_\_\_

CSR: \_\_\_\_\_

License #: \_\_\_\_\_

**APPLICATION FOR SPECIAL EVENT LICENSE**  
 Fees: \$25.00 per day for 1-10 days (consecutive) *Cash Checks or Money Orders Only*  
 A service fee of \$25.00 will be charged for all dishonored checks (A.R.S § 44-6852)

**IMPORTANT INFORMATION:** This document must be fully completed or it will be returned.  
 The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event.

**SECTION 1** Applicant must be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Rezonico Tyler Scott [REDACTED]

2. Applicant's mailing address: PO Box 1505 Camp Verde AZ 86322

3. Applicant's home/cell phone: (928) 301 1005 Applicant's business phone: (\_\_\_\_) \_\_\_\_\_

4. Applicant's email address: rezonico67@yahoo.com

**SECTION 2** Name of Organization, Candidate or Political Party/Gov.: Camp Verde Promotions

**SECTION 3** Non-Profit/IRS Tax Exempt Number: 26-4717807

**SECTION 4** Event Location: Town of Camp Verde property

Event Address: 345 S. main Street Camp Verde AZ 86322

**SECTION 5** Dates and Hours of Event. Days must be consecutive but may not exceed 10 consecutive days.  
 See A.R.S. § 4-244(15) and (17) for legal hours of service.

**PLEASE FILL OUT A SEPARATE APPLICATION FOR EACH "NON-CONSECUTIVE" DAY**

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>July 18<sup>th</sup> 2020</u>	<u>Saturday</u>	<u>10 am</u>	<u>11:59 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

**SECTION 6** What type of security and control measures will you take to prevent violations of liquor laws at this event?  
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 Number of Police 6 Number of Security Personnel  Fencing  Barriers

Explanation: Camp Verde marshals office has two officers  
walking the event and VVRS members provide  
additional security personnel

**SECTION 7** Will this event be held on a currently licensed premise and within the already approved premises?  Yes  No  
(If yes, Local Governing Body Signature not required)

\_\_\_\_\_  
Name of Business License Number Phone (Include Area Code)

**SECTION 8** How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation and check one of the following boxes.

- Place license in non-use  
 Dispense and serve all spirituous liquors under retailer's license  
 Dispense and serve all spirituous liquors under special event  
 Split premise between special event and retail location

*(IF USING RETAIL LICENSE, PLEASE SUBMIT A LETTER OF AGREEMENT FROM THE AGENT/OWNER OF THE LICENSED PREMISES TO SUSPEND OR RUN CONCURRENT WITH THE PERMANENT LICENSE DURING THE EVENT. IF THE SPECIAL EVENT IS ONLY USING A PORTION OF THE PREMISES, AGENT/OWNER WILL NEED TO SUSPEND THAT PORTION OF THE PREMISES.)*

**SECTION 9** What is the purpose of this event?

- On-site consumption  Off-site (auction/wine/distilled spirits pull)  Both

**SECTION 10**

- Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
 Yes  No (If yes, attach explanation.)
- How many special event days have been issued to this organization during the calendar year? 1  
(The number cannot exceed 10 days per year.)
- Is the Organization using the services of a Licensed Contractor?  
 Yes  No If yes, please provide the following: Name of Licensed Contractor: \_\_\_\_\_
- Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?  
 Yes  No If yes, please provide the following: Name of Licensee \_\_\_\_\_ License #: \_\_\_\_\_
- List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.  
Name Verde Valley Rangers Sheri K's Gasse Percentage: 100%  
Address PO Box 1505 Camp Verde AZ 86322  
Name \_\_\_\_\_ Percentage: \_\_\_\_\_  
Address \_\_\_\_\_  
Street City State Zip

Please read A.R.S. § 4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

**Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.**

**NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN AUCTION WINE OR DISTILLED SPIRITS PULL SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE.**

**SECTION 11** License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. Please attach a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.

ATTACH DIAGRAM

If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control. Please contact the local governing board for additional application requirements and submission deadlines. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction.

I, (Print Full Name) Tyler Scott Reppan, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: *Tyler Scott Reppan*

**LOCAL GOVERNING BOARD**

Date Received: \_\_\_\_\_  
I, \_\_\_\_\_ (Government Official) \_\_\_\_\_ (Title) recommend  APPROVAL  DISAPPROVAL  
On behalf of \_\_\_\_\_ (City, Town, County) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_ Phone \_\_\_\_\_

**DLLC USE ONLY**

APPROVAL  DISAPPROVAL BY: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

**A.R.S. § 41-1030. Invalidity of rules not made according to this chapter; prohibited agency action; prohibited acts by state employees; enforcement; notice**

B. An agency shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule or state tribal gaming compact. A general grant of authority in statute does not constitute a basis for imposing a licensing requirement or condition unless a rule is made pursuant to that general grant of authority that specifically authorizes the requirement or condition.

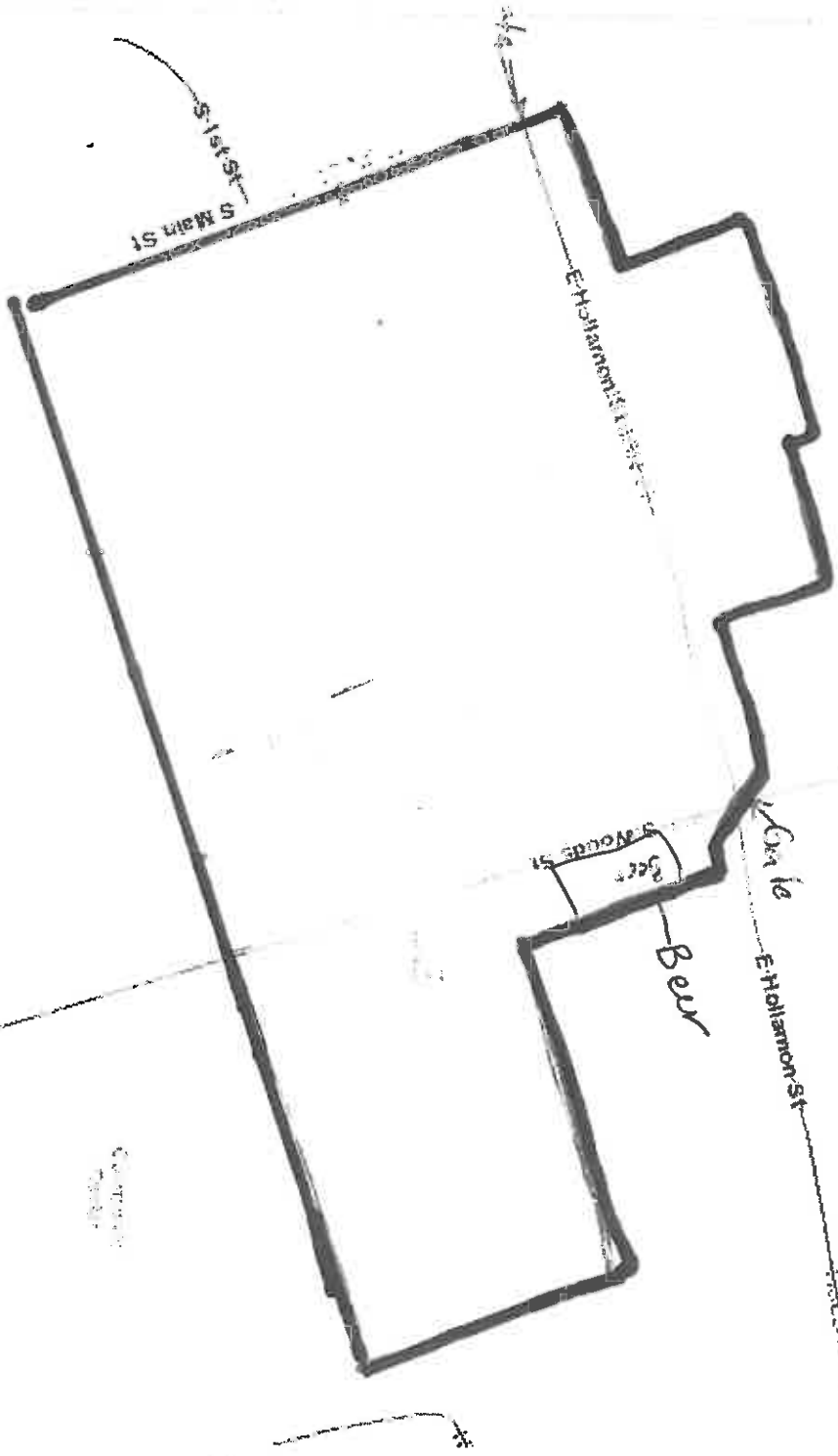
D. THIS SECTION MAY BE ENFORCED IN A PRIVATE CIVIL ACTION AND RELIEF MAY BE AWARDED AGAINST THE STATE. THE COURT MAY AWARD REASONABLE ATTORNEY FEES, DAMAGES AND ALL FEES ASSOCIATED WITH THE LICENSE APPLICATION TO A PARTY THAT PREVAILS IN AN ACTION AGAINST THE STATE FOR A VIOLATION OF THIS SECTION.

E. A STATE EMPLOYEE MAY NOT INTENTIONALLY OR KNOWINGLY VIOLATE THIS SECTION. A VIOLATION OF THIS SECTION IS CAUSE FOR DISCIPLINARY ACTION OR DISMISSAL PURSUANT TO THE AGENCY'S ADOPTED PERSONNEL POLICY.

F. THIS SECTION DOES NOT ABROGATE THE IMMUNITY PROVIDED BY SECTION 12-820.01 OR 12-820.

Disclaimer: All data and parcel information is believed to be correct 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 conditions that the user knowingly waives any and all claims for damages against the provider of this data.

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Michael Lynch

- Legend**
- City Boundaries
  - Cottonwood
  - Peoria
  - Prescott
  - Sedona
  - Camp Verde
  - China Valley
  - Clarkdale
  - Dewey-Humboldt
  - Jerome
  - Prescott Valley
  - Wickenburg
  - County Boundary
  - Counties
  - Major Roads
  - Interstate
  - State Highways
  - Major Roads
  - Road Centerlines

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**Agenda Item Submission Form – Section I**

**Meeting Date:** July 1, 2020

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

**Requesting Department:** Library

**Staff Resource/Contact Person:** Kathy Hellman

**Agenda Title (be exact):** Preview New Town Website

**List Attached Documents:**

**Estimated Presentation Time:** 15 minutes

**Estimated Discussion Time:** 10 minutes

**Reviews and comments Completed by:**

- Town Manager: \_\_\_\_\_  Department Head: \_\_\_\_\_
- Town Attorney Comments: \_\_\_\_\_
- Risk Management: \_\_\_\_\_
- Finance Department  
Fiscal Impact:  
Budget Code: \_\_\_\_\_ Amount Remaining: \_\_\_\_\_  
Comments:

**Background Information:** Town Council directed staff to move forward with migration to a new town website with an emphasis on security and communication. A committee made up of staff members representing various departments has been working through the project for 6 months. We are ready to unveil it to Council and express our gratitude for their support of this project.

**Recommended Action (Motion):**

**Instructions to the Clerk:** Technical ability to show presentation to member of the Council and the public needed. Good Internet connection needed.

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**Agenda Report Form – Section I**

Meeting Date: July 1, 2020

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

Requesting Department: Economic Development

Staff Resource/Contact Person: Steve Ayers, Jessica Bryson

Agenda Title (be exact): Discussion & Possible Approval of Resolution 2020-1049, A Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving the Application for the Land and Water Conservation Fund Grant.

List Attached Documents: Resolution 2020-1049

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 10 minutes

**Reviews and comments Completed by:**

- Town Manager: \_\_\_\_\_  Department Head: Steve Ayers
- Town Attorney Comments: \_\_\_\_\_
- Risk Management: \_\_\_\_\_
- Finance Department  
Fiscal Impact:  
Budget Code: \_\_\_\_\_ Amount Remaining: \_\_\_\_\_  
Comments:

**Background Information:** Funding and constructing the Camp Verde Sports Complex has been a long-term priority for both Camp Verde Staff and Citizens. The Land and Water Conservation Fund (LWCF) is an important source of public financing and offers substantial grant funding to secure public access, improve recreational opportunities and preserve ecosystem benefits for local communities. The LWCF provides 1:1 matching grant funds to governmental entities, dedicated to the development of public parks and outdoor recreation sites. We believe that the Camp Verde Sports Complex fits this description perfectly and the project would stand to benefit from the possible funding offered by the LWCF. Grant funds are variable and are offered on a rolling basis. Requesting authorization for the Economic Development Department to apply for grant funding for Land and Water Conservation Funding under Arizona State Parks and Trails to fund the construction of the Camp Verde Sports Complex.

With the application of this LWCF grant, the Town would be requesting an additional \$2.5 million in grant funding to match the \$2.5 million of borrowed funds that Council approved on May 20, 2020. This would allow the Town to complete many, if not all of the desired deliverables outlined in Phase 1 of the project.

***Recommended Action (Motion):*** Move to approve Resolution 2020-1049, authorizing the submission of a grant application under the Arizona State Parks and Trails Land and Water Conservation Fund to provide additional funding for the Camp Verde Sports Complex.

***Instructions to the Clerk:***



## RESOLUTION 2020-1049

### **A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING THE APPLICATION FOR THE LAND AND WATER CONSERVATION FUND GRANT**

**WHEREAS**, The Congress of the United States established the Land and Water Conservation Fund Act of 1964 to assist federal, state, and local governments in the acquisition and/or development of public outdoor recreation facilities; and

**WHEREAS**, Arizona State Parks and Trails (Parks) is responsible for the administration of the Land and Water Conservation Fund Programs within the State, setting up necessary rules and procedures governing application by eligible project sponsors under the program; and

**WHEREAS**, said adopted procedures established by Parks require the project sponsor to certify by resolution the approval of applications, signature authorization, the availability of local matching funds (if applicable), and authorization to sign a Project Agreement with the Parks prior to submission of said application to the Parks; and

**NOW THEREFORE, the Mayor and Common Council of the Town of Camp Verde resolve that the Town of Camp Verde herby:**

1. Approved the filing of an application for Land and Water Conservation Fund assistance to aid in the construction of the Camp Verde Sports Complex, and
2. Certifies that the application is consistent and compatible with all adopted plans and programs of the Town of Camp Verde for facility development; and
3. Agrees to comply with all appropriate procedures, guidelines, and requirements established by the Parks as a part of the application process; and
4. Certifies that the Town of Camp Verde will comply with all appropriate state and federal regulation, policies, guidelines, and requirements as they relate to the application; and
5. If applicable, certifies that Project Sponsor has matching funds in the amount of \$2,500,000.00 in the form of a previously Council-approved loan; and
6. Appoints the Public Works Director Ron Long as the agent of the Town of Camp Verde to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments, billing statements, and so on which may be necessary for the completion of the aforementioned project.

I the undersigned Charles German being the duly appointed and qualified Mayor of the Town of Camp Verde, certify that the foregoing Resolution is a true, correct and accurate copy

**PASSED AND ADOPTED** by a majority vote of the Mayor and Common Council of the Town of Camp Verde at the Regular meeting on \_\_\_\_\_ 2020.

\_\_\_\_\_  
Charles German, Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
Cindy Pemberton, Town Clerk

\_\_\_\_\_  
Town Attorney



**Agenda Item Submission Form – Section I**

**Meeting Date:**

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

**Requesting Department:** Administration

**Staff Resource/Contact Person:** Russ Martin

**Agenda Title (be exact):** Discussion and consideration of direction to negotiate a lease agreement for the property at 600 S. 1<sup>st</sup> Street– “Old Teen Center” building for use by MATFORCE for office use.

**List Attached Documents:**

- 1. Letter of Request from MATFORCE

**Estimated Presentation Time:** 5 min

**Estimated Discussion Time:** 10 min

**Reviews and comments Completed by:**

- Town Manager: Included in Background       Department Head: \_\_\_\_\_
- Town Attorney Comments: N/A       Risk Management: N/A
- Finance Department N/A  
**Fiscal Impact:**  
**Budget Code:** \_\_\_\_\_ **Amount Remaining:** \_\_\_\_\_  
**Comments:** \_\_\_\_\_

**Background Information:** MATFORCE has requested consideration of use of the currently vacant building at 600 S. 1<sup>st</sup> Street adjacent to the Marshal’s office for use as an office. Please see the attached request. Currently the building is used for storage but is generally in good shape and any upgrades/needs would be part of the consideration if Council directs the Town Manager to negotiate a lease with MATFORCE.

**Recommended Action (Motion):** Move to direct staff to negotiate a lease with MATFORCE for use of the building at 600 S. 1<sup>st</sup> Street.

June 23, 2020

Russ Martin, Town Manager  
Town of Camp Verde  
395 S. Main Street  
Camp Verde, AZ 86322

Dear Russ,

Thank you for this opportunity to submit a letter of interest in regards to the possibility of MATFORCE, the Yavapai County Substance Abuse Coalition leasing the former Teen Center building from the Town of Camp Verde.

MATFORCE is a coalition of over 400 volunteers from all sectors of the community who work together to implement solutions focused on reducing substance abuse in Yavapai County. MATFORCE was formed in 2005 and has played a vital role in Yavapai County and Camp Verde for the past 15 years. MATFORCE is incorporated as a 501 c 3 organization with a 9 member Board of Directors. The Chair of MATFORCE is Sheila Polk, Yavapai County Attorney.

Projects that MATFORCE implements include: substance abuse education in schools, parenting/caregiver education, youth events and contests, public awareness campaigns on the risks and harms of drug use, overdose fatality review, prescription take back, professional trainings such as the Arizona Drug Summit and reentry services through the Yavapai Reentry Project.

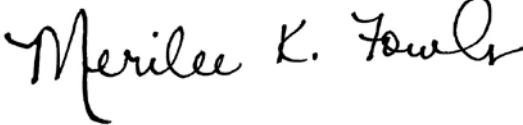
Utilization of the former Teen Center would allow MATFORCE to expand its programming in the Verde Valley. Currently MATFORCE has three full time staff members who live in Camp Verde. The teen center would provide office space for staff members, provide meeting and training space, provide a space for reentry services and also provide a space for youth activities sponsored by the MATFORCE Yavapai County Youth Council.

The value of this increased programming in Camp Verde would result in enhanced community value including the following outcomes:

- Decreases in youth use of drugs and alcohol
- Increases in the skill sets of parents and caregivers
- Increases in pro social activities for youth
- Decreases in recidivism for justice involved individuals

I look forward to the opportunity to further discuss the many projects and outcomes of MATFORCE and the possibility of this lease. Please let me know if you require additional information or if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Merilee K. Fowler". The signature is written in a cursive style with a large, prominent initial "M".

Merilee Fowler, Executive Director

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**Agenda Item Submission Form – Section I**

**Meeting Date:**

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

**Requesting Department:** Administration

**Staff Resource/Contact Person:** Russ Martin

**Agenda Title (be exact):** Discussion and consideration of direction to move forward with Fire District Boundary alignment with the Town’s and potential declaration of the Copper Canyon Fire District as the Town’s provider of Fire and Emergency Services.

**List Attached Documents:**

1. Draft Letter

**Estimated Presentation Time:** 10 min

**Estimated Discussion Time:** 10 min

**Reviews and comments Completed by:**

- Town Manager: Included in Background       Department Head: \_\_\_\_\_
- Town Attorney Comments: N/A       Risk Management: N/A
- Finance Department N/A  
**Fiscal Impact:**  
**Budget Code:** \_\_\_\_\_ **Amount Remaining:** \_\_\_\_\_  
**Comments:**

**Background Information:** Following the joint meeting with the Fire District it was discussed that moving forward positively when Covid-19 provided a better opportunity to work with the public regarding this potential change merging the two boundaries. This agenda item is to discuss the logistics to ensure a good plan for public outreach and consideration is accomplished prior to a decision. The following is a potential schedule and attached is a draft informational sheet both of which staff is looking for suggestions/additions/changes.

Send out invitation/letter to property owners affected July 15<sup>th</sup>, (District has comprehensive database)  
Open House Style Meeting August 12<sup>th</sup> – Open Gym spread out/answer questions/get feedback  
Council Resolution Consideration September 2<sup>nd</sup>

**Recommended Action (Motion):** Move to direct staff to move forward with the timeline/plan.

The CCFMD Strategic Plan outlines a goal to annex areas in and around Camp Verde that are currently outside of the current District boundaries, but that currently receive services from the District, but do not provide financial support in the form of taxes revenues. These areas include: Middle Verde Road from I-17 going westward; both sides of the SR 260 Corridor from I-17 going towards Cottonwood; the Montezuma Airpark; and forest service and town lands north and south of Verde Lakes.

The CCFMD Strategic Plan further outlines a goal to improve service delivery, across the region, by adding additional fire stations and staffing to improve response times and capabilities. In June 2020, the first of these fire stations is slated to break ground on Cherry Creek Road near SR 260.

Future fire station plans include adding a station on Howards Road, on a parcel recently purchase by the District, to better serve the Verde Lakes area, and to move the station from Main Street to a parcel on Arena del Loma that is owned by the District (or better yet, out to parcel off Middle Verde Road and the I-17 corridor, if the YAN is willing to negotiate a land swap) to better Serve the casino and Middle Verde Road areas.

ARS 48-262 outlines three methods for fire districts to annex properties into their district boundaries:

1. When an individual property owner requests to be added (requires contiguous connection to existing district properties- which is easy in the ToCV since all town roadways are already “annexed in”).
2. Through a petition process driven by wither the district or a group of land owners, to annex a block of properties into the district. This requires a simple majority in order to be successful.
3. Via a resolution of a municipality that recognizes the fire district as the fire service provider for the incorporated area of the municipality outside of the district.

The ToCV has previously expressed a desire to have the Town’s and District’s boundaries as compatible as possible to ensure services and equitable application of the fire code.

A resolution by the ToCV in support of CCFMD being the fire service agency for the Town would both support CCFMD meeting is strategic goal of accomplishing this annexation, and the Town’s goal of more compatible boundaries with CCFMD.

The addition of taxable parcels into the District’s boundaries would accelerate the District’s ability to improve its service delivery by building new stations due to the “new revenue” these annexations would bring to the District.

Adding parcels into the District’s boundaries would also create a more equitable and fair system for all taxpayers of the District, since these areas receive responses form the District currently. Parcels that receive services that are outside of the District are billed for services rendered after the response, which creates an unequitable situation when these property owners refuse to pay these invoices.



Town of Camp Verde

**Agenda Item Submission Form – CCJB/Alcantara Annexation Public Hearing**

**Meeting Date:** Town Council July 1, 2020

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

**Requesting Department:** Community Development

**Staff Resource/Contact Person:** Melinda Lee, Community Development Director

**Agenda Title (be exact):**

**A public hearing before the Mayor and Common Council of the Town of Camp Verde, Arizona, for consideration of the extension and increase of approximately 1,385 acres, as described and shown on record at the Town of Camp Verde Community Development Department and as filed with the Yavapai County Recorder’s office, into the corporate limits of the Town of Camp Verde, Yavapai County, State of Arizona, pursuant to the provisions of Title 9, Chapter 4, Article 7, Arizona Revised Statutes, and amendments thereto, as requested by CCJB Holdings, LLC. The annexation area is generally located north of the northern corporate limits of the Town of Camp Verde at Middle Verde Road, then west to include the entirety of the Alcantara Vineyards & Winery property, which is located east of State Route 260 off of Thousand Trails Road. Certain territory contiguous to the existing Town of Camp Verde Limits of the Town of Camp Verde, as described, shall be considered for annexation thereto.**

**List Attached Draft Documents for Consideration:**

1. Exhibit A: Letter of Request to Annex, Dated July 1, 2019
2. Exhibit B: Vicinity Map & General Site Information
3. Exhibit C: DRAFT Pre-Annexation and Development Agreement
  - a. WWTP Daily Design Nitrogen Calculations
  - b. WWTP Commercial Sizing Calculations
  - c. June 22, 2020 Letter/Agreement Clarifications
4. Exhibit D: DRAFT Resolution No. 2020-1048 to Approve Pre-Annexation and Development Agreement
5. Exhibit E: DRAFT Ordinance No. 2020-A-453 to Accept Annexation Area
6. Exhibit F: Survey of Annexation Area, Legal Description and Middle Verde Road Section
7. Exhibit G: Yavapai County Zoning Designations (2 Maps)

**Estimated Presentation Time:** 5 minutes

**Estimated Discussion Time:** 25 minutes

**Review Completed by:**

**Town Attorney comments have been incorporated into the Draft Documents.**

*The three attachments under Exhibit C were transmitted to the Town Attorney with a copy of this staff report.*

**Background Information:**

*CCJB Holdings, LLC, represented by John Bradshaw, has submitted a request for the annexation of approximately 1,385 acres into the Town of Camp Verde corporate limits. CCJB is currently in a lease-purchase agreement with the owners of the Alcantara Vineyards & Winery property, which is located approximately 1.5 miles east of State Route 260 off of Thousand Trails Road. CCJB intends to expand the existing use under the original intent of the project, plus the installation of an on-site wastewater treatment plant. Currently, the site has vineyards and a wine production facility; tasting room, concessions, and outdoor seating and entertainment area; and chapel. Proposed expansions include the development of a hotel, restaurant, and retail village; residential units; campsites; an event center; and access to tours via jeeps and horseback riding. It is understood that the PAD zoning, after incorporation into the Town, will require follow up approval of Final Site Plans for the expansion and may be done in phases. The WWTP will be designed to accommodate their proposed expansion, with the ability to increase its capacity to serve other properties.*

*The applicant's request to annex into the Town of Camp Verde limits received Town Council's direction to move forward with the annexation process at their September 29, 2019 meeting.*

*The northernmost portion of the annexation area (approximately 86 acres) is comprised of the Alcantara Vineyards & Winery property, which includes five APNs: 407-21-015A, 407-21-015C, 407-21-015E, 407-21-015G, and 407-21-015H. The majority of the four lower parcels were given a PAD zoning designation for the land use, with remnants of the four lower parcels still in the Yavapai County's RCU-2A District. These parcels will retain the comparable zoning within the Town as PAD and RR-2A, respectively.*

*The remainder of the annexation area (approximately 1,299 acres) is comprised of Coconino National Forest land on APN 800-02-007G and portions of APNs 800-02-007B, 800-02-007J, and 800-02-007Q. This area will connect to the northern boundary of the Town's corporate limits at Middle Verde Road. The zoning designations within this area are R1L-175 and RCU-2A. These parcels will retain the comparable zoning within the Town as R1L-175 and RR-2A, respectively.*

*The dimensions of this area was determined by the criteria in A.R.S. §9-471.G.3, which states "The distance from the existing boundary of the annexing city or town where it adjoins the annexed territory to the furthest point of the annexed territory from that boundary is not more than twice the maximum width of the annexed territory". The longest boundaries of the annexation area are approximately 12,000 feet in length by 8,000 feet in width.*

*The items to be accepted by the Town of Camp Verde for maintenance are: a) The westerly 1,317 feet (approximately) of Middle Verde Road, which is just north of the northern boundary of the existing Town limits, and 2) The on-site wastewater treatment plant being proposed for the Alcantara Vineyard & Winery property; the design of system to be agreed upon between the applicant and the Town. All other roads within the annexation area are privately owned and maintained and will continue to be maintained by the property owner. The property within the Coconino National Forest boundaries will continue to be managed by them.*

*This request for annexation has been duly posted and advertised by staff.*

*Comments received by staff prior to the public hearing will be disclosed at the public hearing.*

**Staff Instructions:**

*The DRAFT documents presented with this public hearing are for review and consideration only. The documents will be revised as needed and brought back to Town Council for final adoption; currently, adoption is tentatively scheduled for the July 15, 2020 Council meeting.*

**Exhibit A: Alcantara Annexation  
Letter of Request to Annex**

July 1, 2019

Town of Camp Verde  
Community Development Department  
Carmen Howard – Director  
473 S. Main Street Suites 108 & 109  
Camp Verde, AZ 86322

Dear Ms. Howard,

CCJB Holdings, LLC has recently completed the purchase of the Alcantara Vineyard located at 3445 South Grapevine Way in an area that falls under the jurisdiction of Yavapai County. The Vineyard is made up of the five parcels listed below:

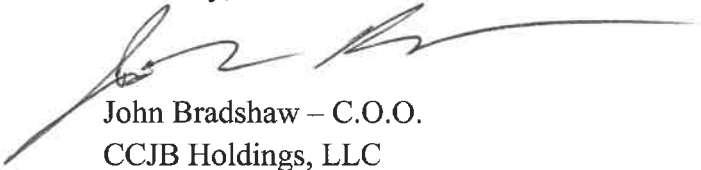
407-21-015H  
407-21-015G  
407-21-015A  
407-21-015C  
407-21-015E

CCJB Holdings, LLC would like to request that the Town of Camp Verde annex the above listed parcels into the Town of Camp Verde for inclusion in property that falls under the Town's jurisdiction.

It is our wish that the Town of Camp Verde assist in providing water, wastewater, and road improvements to the parcels listed above. This will allow for future development that will benefit the Town of Camp Verde through tax generation and the local community through the creation of jobs.

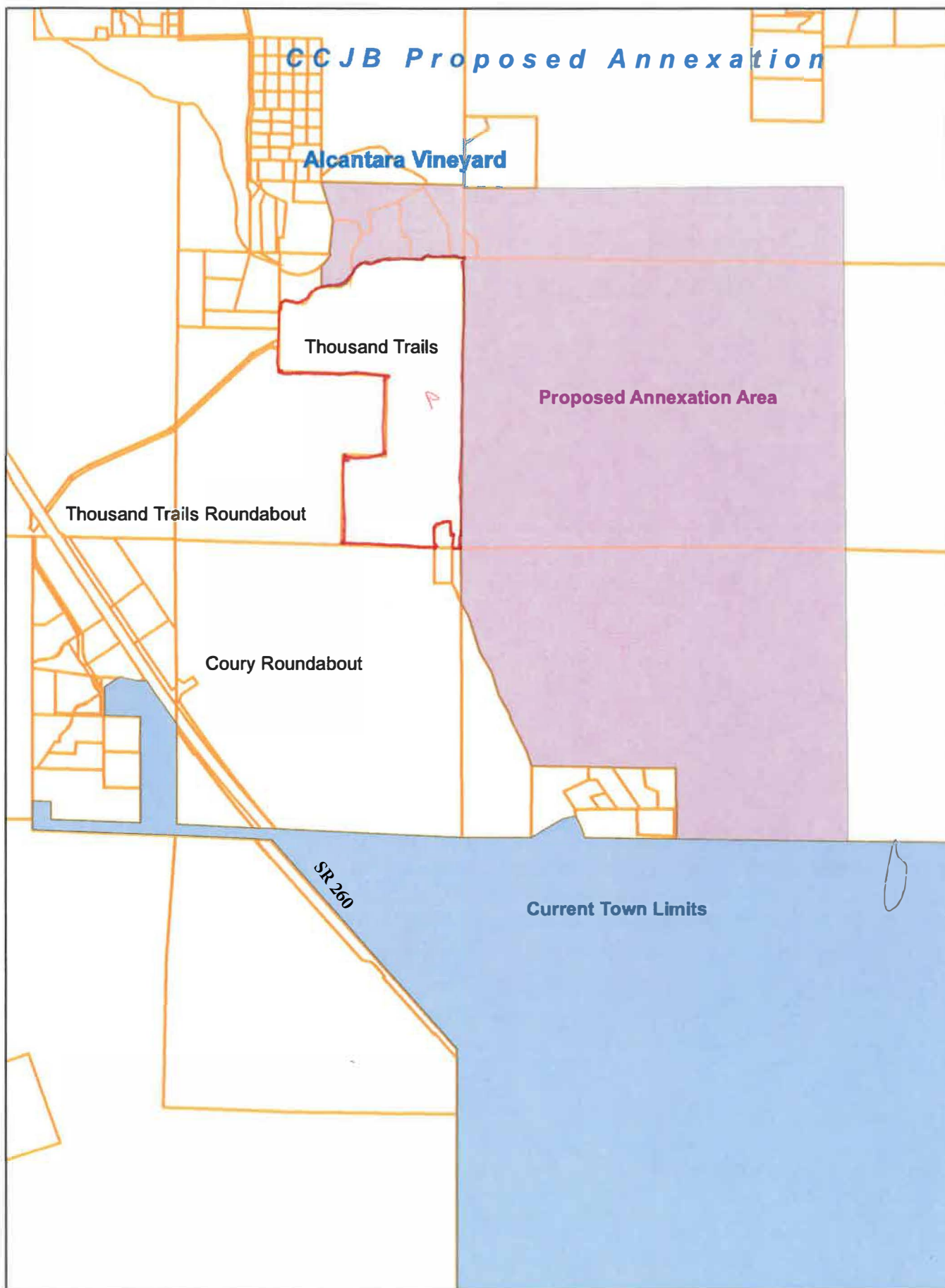
Thank you for your consideration.

Sincerely,



John Bradshaw – C.O.O.  
CCJB Holdings, LLC  
928-300-3217

**Exhibit B: Alcantara Annexation  
Vicinity Map & General Site Information**



# Alcantara Vineyards & Winery General Site Information



Previous Proposals for Expansion in 2016





Existing Main Bldg:  
Wine Production & Tasting  
Concessions



Existing Chapel



**Exhibit C: Alcantara Annexation  
Pre-Annexation & Development Agreement  
and (3) Attachments**

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT**

**THIS PRE-ANNEXATION AND DEVELOPMENT AGREEMENT** (this “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, which will become effective coinciding with the effective date of the associated Annexation Ordinance No. 2020 A353, by and between the Town of Camp Verde, an Arizona municipal corporation (“Camp Verde” or the “Town”), and CCJB Holdings, LLC, (the “Developer”). The Town and the Developer are sometimes referred to herein, collectively, as the “Parties” or individually as a “Party”.

**RECITALS**

- A. CCJB Holdings, LLC, is currently in a lease purchase agreement with the Predmore Revocable Trust for the purchase of approximately 85.78 acres, also known as Alcantara Vineyards & Winery (“Alcantara”). This property is comprised of APNs 407-21-015A, 407-21-015C, 407-21-015E, 407-21-015G, and 407-21-015H.
- B. In order for Alcantara to be annexed into the Town’s corporate limits, the Developer has included the intervening Coconino National Forest land, comprised of 800-02-007G and portions of 800-02-007B, 800-02-007J, and 800-02-007Q, in the annexation request, connecting to the northern corporate boundary at Middle Verde Road for a total of approximately 1,385 acres (Exhibit A).
- C. It is acknowledged that the existing Yavapai County zoning designations are compatible with existing Town Zoning Districts and have been accepted by ordinance, accordingly.
- D. It is acknowledged that the access roads, beginning at Thousand Trails Road, leading up to and within Alcantara, are privately owned and maintained, and will remain so.
- E. It is acknowledged that the only right-of-way to be acquired for maintenance by Camp Verde will be the westerly extension of Middle Verde Road, as shown on Exhibit A.
- F. The Developer intends to continue the development of Alcantara to include expansion of the existing land use and the installation of an on-site wastewater treatment facility, to be taken over by the Town after all formal approvals are completed.
- G. It is acknowledged that the development of Alcantara is consistent with the Town’s General Plan for the 260 West Character Area.
- H. The Parties acknowledge that entering into this CCJB Holdings Agreement will benefit the economic viability of Camp Verde, and improve the general quality of life in Camp Verde.
- I. The Developer and the Town are entering into this Agreement pursuant to the provisions in A.R.S. § 9-500.05, which authorizes the Town to enter into development agreements with land owners and persons having an interest in real property located in Camp Verde. The Camp Verde Town Council has authorized execution of this Agreement by Resolution No. 2020-1048.

**NOW, THEREFORE**, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the Parties hereto state, confirm and agree as follows:

## **SECTION 1. DEFINITIONS**

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

**“Approvals”** means all approvals by Camp Verde of any rezoning, site plans, building plans or other matters requiring such approval in connection with the development of the Property or any portion thereof, which shall be in accordance with Section 3, Applicable Rules. An “Approval” related to construction of the Public Improvements shall refer to the approval of any Approving Authority (defined below), as applicable.

**“Approving Authority”** means Camp Verde and/or any other governmental or quasi-governmental body having the authority to approve or disapprove the permission sought.

**“Camp Verde”** means the Town of Camp Verde, Arizona, an Arizona municipal corporation and the Town of Camp Verde acting as Trustee for the Camp Verde Sanitary District, aka “Town”.

**“Camp Verde Rules”** means all ordinances, rules, regulations, permit requirements, insurance and other requirements and other official policies or requirements of Camp Verde in effect from time to time.

**“Development Fees”** means any fee or assessment authorized pursuant to A.R.S. § 9-463.05, as may be amended.

**“Effective Date”** means 30 days after approval of the adopting ordinance for the associated annexation, per ARS 19-142, as recorded in the Yavapai County Recorder’s Office.

**“Final Site Plan”** means the final development/site plan, to be reviewed by the Planning and Zoning Commission and approved by the Town of Camp Verde Town Council, per Town of Camp Verde Planning & Zoning Ordinance, Section 203.L PAD (Planned Area Development), Scope, as a part of the PAD final approval process to be accomplished prior to obtaining building permits as defined in Town Code Section 7-2-104, Permits.

**“Force Majeure”** means flood, earthquake, fire, explosion, quarantine, tornado or windstorm, act of war (declared or undeclared), riot or other civil disturbance, strikes or other labor disturbances, acts of God or the public enemy (including acts of terrorism), sabotage, expropriation, unavailability of fuel, power or raw materials provided there are no reasonable alternatives, that wholly or partly prevent or delay the performance of any obligation arising under this Agreement and is beyond the control of the Party claiming relief from such obligation.

**“Project”** means the development of the Property referred to as Alcantara Vineyards & Winery (“Alcantara”), in accordance with the Final Site Plan and use of the Property as an agricultural use

with the production of wine and associated venues and amenities, in accordance with the Applicable Rules and the Camp Verde Rules.

**“Property”** means the property as shown on Exhibit A.

**“Public Improvements”** means the construction, enlargement, extension or other construction of a facility intended for dedication to the Town, in this Agreement specifically, but without limitation, the on-site wastewater treatment facility.

**“Term of this Agreement”** means a period beginning on the Effective Date and ending ten (10) years thereafter; provided however, that the Town’s obligation to provide municipal services to the Property, once commenced, shall survive termination of this CCJB Holdings Agreement, subject to modification as permitted by law and subject to the Developer satisfying the requirements for the provision of services to be dedicated to the Town.

**“Yavapai County”** means the County of Yavapai, Arizona, an Arizona political subdivision.

## **SECTION 2. PERFORMANCES**

That the performances under this Agreement are as follows:

2.1 The Developer agrees to convey to the Town of Camp Verde an on-site wastewater treatment facility (the “WWTP”), with sufficient capacity to accommodate the existing Alcantara facility and proposed expansion, and the ability to increase the capacity to service neighboring properties, as agreed upon by the Parties. Any improvements constructed by the Developer shall be constructed in compliance with all applicable codes, regulations and policies of the Town of Camp Verde and, upon completion, such improvements shall be inspected by the Town of Camp Verde Engineer, and once accepted, maintained by the Town of Camp Verde upon dedication to and acceptance of the improvements.

2.2 The Developer agrees to convey to the Town of Camp Verde an exclusive easement, in perpetuity, directly associated with the WWTP, and any appurtenances thereto, for the ongoing maintenance of the WWTP; and to allow the Town of Camp Verde and its agents non-exclusive adequate access to enter, remain upon, and cross over Alcantara, to the extent reasonably necessary to design, construct and maintain public improvements, provided that the Town of Camp Verde’s use of such right does not materially impede or materially adversely affect the Developer’s use and enjoyment of the subject Property. The Town of Camp Verde shall manage the WWTP so as to control odor so that such use does not constitute a public nuisance.

2.3 The Town of Camp Verde recognizes the intrinsic environmental, aesthetic, economic and recreational benefits of a local wine production facility that includes the agricultural element of vineyards to wine production, with on-site sales and entertainment, to the Town of Camp Verde and its visitors. To help further the goals as specified in the Town of Camp Verde General Plan, such as Economic Development, Open Space & Recreation, and Environmental Planning, the Town of Camp Verde will grant the continuation of the Agri-Tourism Use Permit for the Alcantara Vineyards & Winery, in perpetuity, subject to the requirements of the Town Planning & Zoning

Ordinance, Section 601.C, Use Permit Approvals (Exhibit B) and approvals of future site development through PAD Final Site Plan review processes, per Section 203.L (Exhibit C). Changes to Exhibit B and C may be made by the Town pursuant to Section 3.

### **SECTION 3. APPLICABLE RULES**

3.1 The development of the Property shall be subject to all federal, Yavapai County and State of Arizona requirements, Camp Verde Rules in existence as of the Effective Date and applicable to the Property and such additional rules as are allowed by this paragraph (all of which are collectively referred to as the "Applicable Rules"). Camp Verde shall not apply to the Property any modifications of Applicable Rules or adopt any future Camp Verde Rules that would (i) substantially adversely impact the Project, the use or development of the Property (including, without limitation, decreasing the intensity or increasing the cost of development); and/or, (ii) amend or modify its obligations under this Agreement, with the following exceptions, which shall be included in the Applicable Rules:

3.1.1 Future Camp Verde Rules specifically agreed to in writing by Developer, except as otherwise set forth in Sections 3.1.2, 3.1.3 and 3.1.4;

3.1.2 Amended or new Camp Verde Rules that are necessary to comply with state, county and federal laws or regulations in effect at that time, provided the same are not retroactively applied to the Development unless retroactive application is mandated by state, county or federal laws or regulations;

3.1.3 Changes to taxes, utility service fees, Development Fees, filing fees, review fees, inspection fees that are imposed on or charged by Camp Verde to all similarly situated persons and entities, provided the same are not retroactively applied to the Development. For the purpose of this Section 3.1.3 the prohibition on the retroactive application of this section shall only apply to services, utilities and fees provided, assessed or delivered prior to the date of the change in the Applicable Rule and shall not apply to services, utilities and assessments provided or assessed after the date of the change in the Applicable Rule; and

3.1.4 Future updates of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, and similar construction and safety-related codes, such as the International Building Code, which updates and amendments are generated by a nationally recognized construction safety organization or by the county, state, or federal government, or by the Yavapai Association of Governments, provided that such building or safety code updates and amendments are not applied retroactively or discriminatorily against any portion of the Property, unless retroactive application is mandated by the State of Arizona, the county, Federal law, the Yavapai Association of Governments or by health and safety concerns as determined by the Town of Camp Verde's building official. The prohibition on the retroactive application of this section shall only apply to periods of time prior to the date of such change in the Applicable Rules and shall not bar the prospective application of such change in the Applicable Rules after the date of the change in the Applicable Rules.

Nothing herein shall be interpreted as relieving Developer from any obligations which it may have with respect to applicable regulations enacted by the Federal government, the county, or the State of Arizona. Nothing in this Agreement shall alter or diminish the authority of the Town of Camp Verde to exercise its eminent domain powers. Except as provided in this Section 3.1, the Town of Camp Verde shall not initiate any changes or modifications to the zoning of any portion of the Property, except at the written request of Developer.

#### **SECTION 4. ANTI-MORATORIUM**

Except in compliance with A.R.S. §9-463.06, no moratorium or other rule imposing a limitation on the development, conditioning, rate, timing or sequencing of the development of property within Camp Verde shall apply to or govern the development of the Property or any portion thereof during the Term of this Agreement, whether affecting final plats, building permits, occupancy permits or other entitlements to use issued or granted by the Town of Camp Verde or the provision of municipal services to the Property or any portion thereof.

#### **SECTION 5. COOPERATION DURING DEVELOPMENT**

Developer and Camp Verde shall work together cooperatively using reasonable efforts throughout the development stages to resolve any Developer or Camp Verde comments or concerns regarding development of the Property expeditiously, reasonably and in good faith.

#### **SECTION 6. VESTING**

Camp Verde agrees that Developer shall have a right to undertake and complete the development and use of the Property in accordance with this Agreement without being subject to amendment of the Camp Verde Rules except as provided in Section 3.1, which shall be deemed fully vested as of the Effective Date without further performance or proof of reliance by Developer.

#### **SECTION 7. DEFAULT AND MEDIATION**

7.1 In the event that there is a dispute hereunder which the Parties cannot resolve between themselves, the Parties agree that there shall be a forty-five (45) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbonding mediation before commencement of litigation. The mediation shall be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute shall be submitted to a mediator mutually selected by Developer and the Town. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, then within three (3) days thereafter, the Town of Camp Verde and the Developer shall request the presiding judge of the Superior Court in and for the County of Yavapai State of Arizona, to appoint an independent mediator. The mediator selected shall have at least five (5) years' experience in mediating or arbitrating disputes relating to real estate development. The cost of any such mediation shall be divided equally between the Town of Camp Verde and Developer. The results of the mediation shall be nonbinding on the Parties, and any Party shall be free to initiate litigation subsequent to the moratorium. Notwithstanding anything contained in this Section 7.1 or in this Agreement to the contrary, Camp Verde agrees that Developer's rights under A.R.S. § 12-821.01 shall not hereunder be prejudiced.

7.2 Default. Failure or unreasonable delay by either Party to perform or otherwise act in accordance with any term or provision of this Agreement after written notice thereof from the other Party shall constitute a default under this Agreement. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within thirty (30) days of delivery of written notice to the defaulting Party, the non-defaulting Party shall have all rights and remedies available at law or in equity, provided the Parties have first attempted mediation pursuant to Section 7.1, including without limitation the right to specifically enforce any term or provision hereof and/or the right to institute an action for damages (except as otherwise expressly limited herein); provided, however, if such default is non-monetary and cannot reasonably be cured within such thirty (30) days period, then the breaching Party shall have such additional time to cure the default as is reasonably required so long as the breaching Party is diligently acting to cure such default. Should the breaching Party fail to diligently act to cure, the non-defaulting Party shall have the right to terminate this Agreement by written notice to the defaulting Party, which termination shall be effective thirty (30) calendar days following the mailing of the notice by certified mail (provided the defaulting Party has not cured such default). All monies due and payable but not paid after thirty (30) days of delivery of the written notice shall bear interest at the rate of 7% per annum until paid.

7.3 Appointment of Representatives. The Parties shall cooperate in the implementation of this Agreement. To facilitate such cooperation, each of Developer and Camp Verde shall designate a representative to act as a liaison with the other Party. The Parties may change their representatives at any time, but each Party agrees to have a current active representative at all times. The initial representatives shall be as follows:

Camp Verde: Russ Martin, Camp Verde Town Manager  
473 S. Main Street, #102  
Camp Verde, AZ 86322

Developer: John Bradshaw, CCJB Holdings, LLC  
2481 W. State Route 89A  
Sedona, AZ 86336

The representatives shall be available at all reasonable times at the request of either Party to discuss and review the performance of this Agreement and the development of the Property pursuant to this Agreement and the Applicable Rules.

7.4 Time of the Essence; Force Majeure. Time is of the essence in implementing the terms of this Agreement. Notwithstanding the foregoing or any other term, condition or provision hereof to the contrary, in the event any Party hereto is precluded from satisfying or fulfilling any duty or obligation imposed upon such Party by the terms hereof due to Force Majeure or delay caused by any Approving Authority's inability or failure to grant approval(s), the time period provided herein for the performance by such Party of such duty shall be extended for a period equal to the delay occasioned by such events.

## **SECTION 8 NOTICES AND FILINGS**

All notices, filings, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, filed, made, delivered or served if in writing and delivered personally or sent by certified United States Mail, postage prepaid, return receipt requested, if to:

Camp Verde: Russ Martin, Camp Verde Town Manager  
473 S. Main Street, #102  
Camp Verde, AZ 86322

Developer: John Bradshaw, CCJB Holdings, LLC  
2481 W. State Route 89A  
Sedona, AZ 86336

or to such other addresses as either Party hereto may from time to time designate in writing and delivery in a like manner.

## **SECTION 9 GENERAL**

9.1 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Camp Verde or Developer of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

9.2 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

9.3 Construction and Interpretation. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof. The Parties hereby acknowledge and agree that each Party and its counsel have reviewed, negotiated, and revised this Agreement to each Party's satisfaction and that the rule of construction that ambiguities are to be resolved against the drafting Party shall not be applicable to this Agreement or any amendments or exhibits hereto. Unless otherwise expressly provided herein: the term "including" shall not be construed as limiting, and the rule of *exclusio alterius* shall not apply; the specific shall not overrule the general; the term "from" shall mean from and including; the terms "to" and "until" shall mean "to but excluding"; the term "and/or" shall mean any, all, or any combination of the conjoined items; and masculine, feminine, and neuter terms shall be deemed to include all genders. Except as otherwise specifically provided herein, all terms of an accounting or financial nature shall be construed in accordance with GAAP. "Written" or "in writing" includes communication by e-mail, facsimile transmission, telegraph, or cable. "Reasonable discretion" shall mean reasonable and "sole discretion" shall mean sole and absolute. Any consent, approval, satisfaction, determination, decision or similar action pursuant to



this Agreement must be given or acknowledged in writing and must be given or withheld in the reasonable discretion of the applicable Party, unless a different standard of discretion is expressly provided.

9.4 Exhibits. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof.

9.5 Further Acts. Each of the Parties hereto shall promptly execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement, but this section shall not require a party to expend funds in an amount greater than that required for the customary and standard procedures of the Party.

9.6 Successors and Assigns. All of the provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto pursuant to A.R.S. § 9- 500.05(D), except as provided below. The rights of the Developer under this Agreement may be transferred or assigned, in whole or in part, by written instrument to any subsequent owner of all or any portion of the Property as described in Exhibit A, upon the prior written consent of the Town of Camp Verde, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, that the Town of Camp Verde hereby expressly consents upon written notice from Developer, Developer's assignment of this CCJB Holdings Agreement to Verde Fencepost, LLC, a Minnesota limited liability company. Notwithstanding the foregoing, without the consent of the Town of Camp Verde, the Developer may freely assign its rights under this Agreement to an entity that directly or indirectly controls, is controlled by, or is under common control of the Developer. Notice of any transfer or assignment in accordance with this Section shall be provided to the Town of Camp Verde at least fifteen (15) days before such transfer or assignment. The burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties hereto and their permitted successors in interest and assigns. The Developer's rights and obligations hereunder may only be assigned as permitted by this Section 9.6 to a person or entity that has an interest in the Property described in Exhibit "A" or a portion thereof and only by a written instrument, recorded in the official records of Yavapai County, Arizona, expressly assigning such rights and obligations.

9.7 Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, all prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein.

9.8 Amendment. This Agreement may not be amended nor may any provision hereof be waived except by a written amendment executed by both Camp Verde and Developer. Within ten (10) days after any approved amendment to this Agreement, such approved amendment shall be recorded in the Official Records of Yavapai County, Arizona.

9.9 Good Standing; Authority, Developer is a limited liability company duly formed and validly existing under the laws of the State of Arizona and is qualified to transact business in the State of Arizona, and the individual executing this Agreement on behalf of Developer is authorized and empowered to do so. The Town of Camp Verde is a municipal corporation duly formed and validly

existing under the laws of the State of Arizona, and the individual executing this Agreement on behalf of Camp Verde is authorized and empowered to do so.

9.10 Order of Priority. In the event of any conflict or inconsistency between the Applicable Rules and the provisions of this Agreement, the Applicable Rules shall have priority.

9.11 Limited Severability. The Parties each believe that the execution, delivery and performance of this Agreement are in compliance with all Applicable Rules. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring Camp Verde to do any act in violation of any Applicable Rules or other applicable legal requirement, such provision shall be deemed severed from this Agreement, and the remainder of this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as was intended by the original provisions hereof, and the Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

9.12 Governing Law. This Agreement is entered into in Arizona and shall be construed and interpreted under the laws of Arizona. In particular, this Agreement is subject to the provisions of A.R.S. § 38-511. The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

9.13 Recordation. This Agreement shall be recorded in its entirety in the Official Records of Yavapai County, Arizona not later than ten (10) days after this Agreement takes effect in recordable form by each of the Town of Camp Verde and Developer.

9.14 Status Statements. Any Party to this Agreement (the "Requesting Party") may, at any time, and from time to time, deliver written notice to any other Party (a "Status Request") requesting such other Party (the "Providing Party") to certify in writing (a "Status Statement"):

(a) that this Agreement is in full force and effect and a binding obligation of the Providing Party; (b) that this Agreement has not been amended or modified either orally or in writing or, if so amended, identifying the amendment(s); (c) that to the knowledge of the Providing Party, the Requesting Party is not in default in the performance of its obligations under this Agreement or, if in default, describing the nature and amount of any such defaults; and (d) that the Developer has substantially developed the Public Improvements in accordance with the requirements of this Agreement or, if not, specifying any portion thereof remaining to be completed. A Providing Party shall execute and return such Status Statement within ten (10) days following receipt of a Status Request. The Town of Camp Verde Manager or any Assistant Town of Camp Verde Manager shall have the right to execute any Status Statement requested by Developer hereunder. The Town of Camp Verde acknowledges that a Status Statement hereunder may be relied upon by Developer, and/or any Lender or other party providing construction or permanent financing for any Public Improvements; provided that the Camp Verde shall have no liability to Developers, and any assignee,

Lender or other mortgagee, or any other person in connection with, resulting from or based upon the issuance of any Status Statement hereunder.

9.15 Attorneys' Fees. Should litigation, or other form of formal conflict resolution, such as, but without limitation, mediation and arbitration, be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, then all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees shall be paid to the prevailing Party. Nothing herein shall preclude nonbinding arbitration if the Parties so elect in the event of a dispute hereunder.

9.16 Covenants Running With Land; Inurement. The covenants, conditions, terms and provisions of this Agreement 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.

9.17 Good Faith of Parties. Except where any matter is expressly stated to be in the unfettered or sole discretion of a Party, the Parties must act in good faith in all matters relating to the performance of this Agreement or in considering any requested extension of time or other matters, will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.

9.18 Rights of Lenders. The Town of Camp Verde is aware that Developer may obtain financing or refinancing for acquisition, development and/or construction of the real property and/or improvements to be constructed on the Property, in whole or in part, from time to time, by one or more lenders (individually a "Lender", and collectively the "Lenders"). In the event of a default by Developer, Camp Verde shall provide written notice of such default, at the same time written notice is provided to Developer, to any Lenders previously designated by Developer to receive such notice (the "Designated Lenders") whose names and addresses were provided by written notice to the Town of Camp Verde in accordance with Section 9 of this Agreement. The Town of Camp Verde shall give Developer copies of any such notice provided to such Designated Lenders and, unless Developer notifies the Town of Camp Verde that the Designated Lenders' names or addresses are incorrect (and provides the Town of Camp Verde with the correct information) within three (3) business days after Developer receives its copies of such notice from the Town of Camp Verde, the Town of Camp Verde will be deemed to have given such notice to the Designated Lenders even if their names or addresses are incorrect. Developer may provide copies of any notices to other Lenders, even if the Town of Camp Verde has not received prior notice of such Lenders. The Town of Camp Verde agrees that any Lender shall have until the later of (i) thirty (30) days after the expiration of the applicable cure period or (ii) thirty (30) days after receipt of the written notice of default by such Lender in which to cure any default of Developer provided, however, if such default cannot reasonably be cured by the Lender within such thirty (30) days period, then the Town of Camp Verde shall give the Lender such additional time to cure the default as is reasonably required so long as the Lender is diligently acting to cure such default, including, without limitation, taking any necessary actions to foreclose its lien and take title to the applicable portion of the Property; and the Town of Camp Verde further agrees to recognize the Lender as a successor under this Agreement and to permit the Lender to assume all of the rights and obligations of Developer under this Agreement; provided that such Lender attorns to the terms and conditions

of this Agreement the Town of Camp Verde shall, at any time upon reasonable request by Developer, or any Lender, provide to any Lender a Status Statement. Upon request by a Lender, the Town of Camp Verde will enter into a separate non-disturbance and attornment agreement with such Lender consistent with the provisions of this Agreement.

*[Remainder of page intentionally left blank]*

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*[Signature Page for CCJB Holdings Development Agreement]*

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective 30 days after the date of approval of the associated annexation by the Camp Verde Town Council per ARS §9-500.05 (G).

**CAMP VERDE:**

TOWN OF CAMP VERDE, ARIZONA,  
an Arizona Municipal Corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

**DEVELOPER:**

CCJB Holdings, LLC  
an Arizona Limited Liability Company

By: \_\_\_\_\_

Its: \_\_\_\_\_

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**EXHIBIT A  
DESCRIPTION AND MAPS OF ANNEXATION AREA**

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**EXHIBIT B**  
**USE PERMIT APPROVALS**  
**Planning & Zoning Ordinance, Section 601.C**

**Use Permit Approvals**

Use Permits are provided to ensure the orderly use of land in conformance with the General Plan and applicable Town standards where uses are proposed that may require special limitations or conditions to provide compatibility with other uses. The application for Use Permit approval is applicable to those uses that are specifically listed as "Uses and Structures Subject to Use Permit" in each Zoning Use District in Part Two Section 203.

1. Review and Approval

- a. Use Permits will be granted only upon a finding by the Council that the use covered by the permit, the manner of its conduct, and any structure which is involved, will not be detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public welfare in general, and that the use will be in conformity with any conditions, requirements, or standards prescribed by the Town Code or Council.
- b. Use Permits may contain specific limitations on the scope, nature and duration of the use, as deemed proper in accordance with the following criteria:
  - 1) Any significant increase in vehicular or pedestrian traffic;
  - 2) Nuisance arising from the emission of odor, dust, gas, noise, vibration, smoke, heat, or glare at a level exceeding that of ambient conditions;
  - 3) Contribution to the deterioration of the neighborhood or to the downgrading of property values which, is in conflict with goals, objectives or policies of the General Plan;
  - 4) Compatibility with existing surrounding structures and uses; and
  - 5) Adequate control of disruptive behavior both inside or outside the premises, which may create a nuisance to the surrounding area or general public.
- c. The burden of proof for satisfying the above requirements shall rest with the applicant. A refusal of a Use Permit shall not be interpreted as the denial of right, conditional or otherwise.
- d. Where an application involves a definite development scheme, the applicant must submit a layout and landscape plan, building elevations and other pertinent data as may be requested, and the Council may condition the Use Permit to fully carry out the provisions and intent of the Zoning Ordinance.
- e. The Use Permit is valid and operable only for the specific use as granted and subject to any specified time limit. No use may be modified, changed, altered or increased in intensity, in any manner that conflicts with the Use Permit and/or required conditions of approval, without approval of a new Use Permit.

Within 30 days of any change, permittees shall notify the Community Development Department of any changes.

2. Duration and Voiding of Use Permit

- a. To secure the objectives of this Zoning Ordinance, Use Permits may be for a fixed time period, and a Use Permit does not grant a vested right beyond the term of the permit.
- b. The permittee must obtain building permits within six months from the date the Use Permit was issued. Failure to obtain a building permit or begin the use shall void the permit unless a delay to start the construction has been granted or an extension has been applied for with the

Community Development Director prior to the expiration of the six-month period. Additional extensions must go to Council.

- c. If the use or uses for which a Use Permit has been granted are discontinued for a continuous period of six months, the Use Permit is voided.
- d. Violation of the terms of the Use Permit or this Zoning Ordinance voids the Use Permit.
- e. Decisions by the Community Development Director, which result in the voiding of the Use Permit, may be appealed to the Board of Adjustment and Appeals; subject to an application for appeal being on file in the Community Development Department within 30 days of notification of the Use Permit being voided.

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**EXHIBIT C**  
**PAD (PLANNED AREA DEVELOPMENT)**  
**Section 203.L**

**PAD (Planned Area Development)**

The Planned Area Development designation ensures orderly and thorough planning and review procedures that result in high quality project design and encourages variety in architectural design through techniques including, but not limited to, variations in building style, lot arrangements and site planning.

- 1) Purpose: A parcel of land planned as a unified project rather than as an aggregate of individual lots and may also provide for various types and combinations of land uses (such as single family and or multifamily housing, commercial centers, industrial complexes, and public or common spaces, with increased flexibility in site regulations). The greater flexibility in locating buildings and combining compatible uses make it possible to achieve economies of construction as well as preserving open space.
- 2) Scope: The Planned Area Development regulations that follow shall apply generally to the initiation and regulation of all Planned Area Development Districts. A PAD District may be added to an existing district to meet the intent of this Section or may be processed concurrently with a request to change an underlying zoning district. An approved PAD Development Plan/Site Plan shall be specific to that particular property as approved by Town Council upon recommendation by the Planning and Zoning Commission. A Development Plan/Site Plan must be submitted as per Site Plan requirements, Section 400 D1.
  - a. Where there are conflicts between PAD regulations and the general zoning, subdivision or other regulations, these regulations shall apply in PAD Districts unless the Council shall find, in the particular case, that the provisions herein do not serve the public to a degree at least equivalent to such general zoning, subdivision or other regulations.
  - b. It is intended to permit establishment of new Planned Area Development Districts for specialized purposes where tracts suitable in location, area, and character for the uses and structures proposed are to be planned and developed on a unified basis. Suitability of tracts for the development proposed shall be determined primarily by reference to the General Plan, but due consideration shall be given to existing and prospective character of surrounding development.
  - c. Within PAD Districts, regulations adapted to such unified planning and development are intended to accomplish purposes of zoning and other applicable regulations to an equivalent or higher degree than where such regulations are designed to control unscheduled development on individual lots, and to promote economical and efficient land use, an improved level of amenities, appropriate and harmonious variety, creative design, and a better environment.
  - d. Open Space Dedication: open space shall be included in all developments. A dedication of open space not less than twenty-five percent (25%) of a development project is preferred
- 3) PAD Major Amendments: A request for any major amendment to a PAD including amendments to the Development Phasing Schedule will be deemed major if it involves any of the following and must be approved by the Town Council upon recommendation by the Planning and Zoning Commission:
  - a. An increase in the approved totals of dwelling units or gross leasable area for the PAD District.
  - b. A change in zoning boundaries.
  - c. Any change which could have significant impact on areas adjoining the PAD as determined by the Community Development Director.

4) PAD Minor Amendments:

- a. All request for amendments to a PAD that are not a PAD Major Amendment shall be deemed a PAD Minor Amendment.
- b. A request for a Minor Amendment to a PAD with an amended site plan may be filed with the Community Development Department if the Community Development Director determines the request is not major, as defined above.
- c. The request will be routed for comment to any affected Town departments or other agencies for comment.

DRAFT



**STEVE BURNETT ENTERPRISES, INC.**  
**DBA ARIZONA WASTE WATER SERVICE**  
**PO Box 3890**  
**Sedona, AZ 86340**  
**(928) 203-9320 tel**  
**(928) 203-9321 fax**

**Onsite Wastewater System Design Calculations for Nitrogen Loading**

Project Name: Alcantara  
 Owner: Predmore Robert A & Barbara  
 Physical Address: n/a, Camp Verde  
 APN: 407-21-015A, C, E, H, G, Yavapai County  
 Date: 6/11/2020

**Daily Design Flow:** **19290 gpd** 0.01929 mgd  
 Remove non-daily use and add in its yearly daily average equivalent:  
 Restaurant events (200ppl) and Event Center events (500ppl) each take place twice monthly.  
 Calculate Actual Daily Design Flow for Nitrogen by dividing Restaurant events and Event Center events into a daily flow:

**Restaurant events** 200 persons  
 employees at restaurant events 15 employees  
 total restaurant flow during event to remove from Daily Design Flow 2900 gpd  
 total yearly flow for restaurant events (24 events yearly) 69600 gal per year  
 averaged daily flow rate to factor back into Daily Design Flow **191 gpd**

**Event Center Events** 500 persons  
 employees at Event Center events 20 employees  
 total Event Center flow to remove from Daily Design Flow 2900 gpd  
 total yearly flow for Event Center Events (24 events yearly) 69600 gal per year  
 averaged daily flow rate to factor back into Daily Design Flow **191 gpd**

Recalculate Daily Design Flow for Nitrogen: 19290 gpd  
 Remove restaurant daily flow 16390 gpd  
 Add in average restaurant daily event flow 16581 gpd  
 Remove Event Center daily flow 13681 gpd  
 Add in average Event Center flow 13871 gpd  
 Actual Daily Design Flow for Nitrogen: **13871 gpd** 0.01387137 mgd (million gal per day)

**Nitrogen Calculations:**

**Total N allowable per acreage of property**

Property Area Measured (407-21-015A,C,E,H,G) 3736577 sf 85.78 ac  
 N load allowed (acreage \* 0.088) **7.5486 lbs/day**

**N loading produced in lbs per daily flow** (Flow\*Concentration\*8.34) (8.34 lbs water in 1 gallon)  
 N concentration per septic tank treatment 53 mg/l or ppm  
 Daily Flow Rate for N loading: 0.01387137 mgd  
 Total N produced by daily flow in conventional **6.1314 lbs/day**

**Conclusions:**

6.1314 lbs/day < 7.5486 lbs/day, therefore,  
 lbs Nitrogen produced for the waste stream on a daily basis will be less than the N allowable per the acreage.

**Proposal:**

21,000gpd treatment modules producing an effluent of 53mg N/L or better.  
 Utilize E150N Ecopod reactors within 1500gal tanks (21000gpd / 1500 = 14 tanks with reactors).  
 Tanks, reactors, and disposal field can be added on to in phases, depending on portion of project being developed.  
 Treated effluent can be sent to pond for fire use or irrigation before pumped into disposal field.

Property:	Acreage	Allowed
Acreage (407-21-015A):	18.17	1.59896
Acreage (407-21-015C):	20.01	1.76088
Acreage (407-21-015E):	13.15	1.1572
Acreage (407-21-015H):	20.98	1.84624
Acreage (407-21-015G):	13.47	1.18536



**ARIZONA WASTE WATER SERVICE**

**PO Box 3890  
Sedona, AZ 86340  
(928) 203-9320 tel  
(928) 203-9321 fax**

**Job Name** Alcantara  
**Current Owners** Predmore Robert A & Barbara  
**Lot, Subdivision** n/a  
**Parcel Number** 407-21-015A, C, E, G, H  
**Address** n/a, Camp Verde  
**County** Yavapai  
**Date** June 11, 2020

**SEPTIC SIZING CALCULATIONS FOR COMMERCIAL ESTABLISHMENT**  
 Development Sizing per Title 18 Administrative Code

Table 1: Unit Design Flows, Title 18, Ch. 9, Dept of Environmental Quality- Water Pollution Control	
Sewage Design Flow, gpd	20 gpd, employee
	7 gpd, customer
	6 gpd, meals
	2 Cocktail Lounge Customer
	50 gpd, <sup>1</sup> camping facility w/ toilets & showers
	0.1 gpd, per sf of retail space
	5 gpd, theater or dance hall
	400 gpd, est. for 3br apt unit housing unit
	50 gpd, hotel w/ 1 bed w/o kitchen

**Calculations:**

**Tasting Bar & Restaurant<sup>2</sup>**

customers at Tasting Bar 100 guests  
 meals served at restaurant 75 meals served daily  
 customers at restaurant 75 people  
 employees at restaurant 5 employees  
 events at restaurant 200 guests (estimated as once per month)  
 restaurant event employees 15 employees  
**total daily flow** 4175 gpd

**Event Center**

guests with minor kitchen use 500 guests for concert, dance, celebration (twice monthly)  
 employees at events 20 employees  
**total daily flow** 2900 gpd

**Camping Sites**

total camp sites 40 campsites  
 est. campers per site 2 campers  
 total campers 80 total campers  
 estimated yearly ave. occupancy 50% percent  
**total daily flow** 2000 gpd

**Retail Village**

total retail shops 10 shops  
 square footage per shop 500 sf  
 total employees 10 employees  
**total daily flow** 700 gpd

**Housing Units**

total units 15 housing units  
**total daily flow** 6000 gpd

**Hotel Lodging w/ Restaurant**

total rooms 30 rooms  
 beds per room 2 beds  
 meals served daily at restaurant 40 meals  
 meal customers daily at restaurant 25 customers  
 cocktail customers daily at restaurant 20 customers  
 employees at restaurant 3 employees  
**total daily flow** 3515 gpd

**Total Design Flow:**

Tasting bar & Restaurant	4175 gpd
Event Center	2900 gpd
Camping Sites	2000 gpd
Retail Village	700 gpd
Housing Units	6000 gpd
Hotel Lodging w/ Restaurant	3515 gpd
<b>Total Daily Design Flow GPD</b>	<b>19290 gpd</b>

**Disposal Field Sizing:**

SAR 0.4 gpsfpd  
 SAR<sub>a</sub> 0.7517 gpsfpd  
 Disposal area required 25662 sf min. (linear length not factored in)

**Notes:**

<sup>1</sup> Information from From a Sept 2007 USDA 'Technology and Development' article titled, "Water Use in Forest Service Recreation Areas: Guidelines for Water System Designers" by Kathleen Snodgrass. July 1, 2020

<sup>2</sup> 100 guests at tasting bar, 75 meals at restaurant per day, and a monthly 200 person event with meals.

June 22, 2020

Melinda Lee  
Community Development Director  
Town of Camp Verde

Re: ToCV #20200028; ADOR Docket #13-0676-00

Dear Melinda,

Our development team has reviewed the draft Pre-Annexation and Development Agreement and we have the following comments for discussion:

Related to the Waste Water Treatment Plant (WWTP):

- Section 2.2 where it states that the WWTP be on land donated to the Town. We would like Section 2.2 to have the option that WWTP be on an easement for town use and access. The reason is that when designing the discharge and we can use all the land of Alcantara in the nitrogen loading. This gives a significant advantage in designing the system and how we will discharge the effluent.
- How will future customers who tie into the WWTP be treated? Will there be a service connection fee payable to the Town of Camp Verde? Is it possible for us to receive a connection fee for these customers to recapture a portion of the initial capital outlay?
- Does the Town of Camp Verde wish to add expansion outlets at the time of construction?
- Agreement should clarify that any future expansion of the WWTP will be solely at the expense of the Town of Camp Verde.

Related to the overall agreement:

- Page 12 "IN WITNESS WHEREOF": Can you take a look at the sentence and see if a word or two need to be changed? It just doesn't read quite right.

*(Revised - ml)*

Thank you for your continued help on moving this forward.

Sincerely,



John Bradshaw

**Exhibit D: Alcantara Annexation  
Draft Resolution**



**RESOLUTION NO. 2020-1048**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF CAMP VERDE AND CCJB HOLDINGS, LLC, FOR THE PROPOSED ANNEXATION AS DESCRIBED IN EXHIBIT A. THE PROPOSED AREA OF ANNEXATION IS GENERALLY LOCATED NORTH OF THE NORTHERN CORPORATE LIMITS OF THE TOWN OF CAMP VERDE AT MIDDLE VERDE ROAD, THEN WEST TO INCLUDE THE ENTIRETY OF THE ALCANTARA VINEYARDS & WINERY PROPERTY, WHICH IS LOCATED EAST OF STATE ROUTE 260 OFF OF THOUSAND TRAILS ROAD, IN CAMP VERDE, YAVAPAI COUNTY, ARIZONA.**

**WHEREAS**, John Bradshaw, representative of the applicant, CCJB Holdings, LLC, has submitted a request to annex the entire property known as Alcantara Vineyards & Winery and intervening Coconino National Forest land into the Town of Camp Verde Corporate Limits, (Exhibit A); and

**WHEREAS**, the applicant has entered into a Pre-Annexation and Development Agreement (“Development Agreement”), Exhibit B, with the Town of Camp Verde relating to the development of an on-site wastewater treatment plant and associated services and infrastructure included within the annexation area; and

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

- A. The Town has the authority to enter into development agreements pursuant to A.R.S. §9-500-05.
- B. It is determined in the best interest of the Town that it enters into the Development Agreement with CCJB Holdings, LLC, for the proposed annexation and development of their property located east of State Route 260 off Thousand Trails Road, and annexation of the intervening Coconino National Forest Land south to the northern boundary of the Town’s Corporate Limits at Middle Verde Road.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, AS FOLLOWS:**

1. That the Development Agreement between the Town and CCJB Holdings, LLC, with the effective date coinciding with the effective date of the associated annexation, being August 14, 2020, is approved.
2. That the Mayor is authorized to execute the agreement for and on behalf of the Town.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of July 2020.

\_\_\_\_\_  
Charles C. German, Mayor

\_\_\_\_\_  
Date

Attest:

Approved as to form:

\_\_\_\_\_  
Cindy Pemberton, Town Clerk

\_\_\_\_\_  
Town Attorney

DRAFT

**Exhibit E: Alcantara Annexation  
Draft Ordinance**



**ORDINANCE 2020 A453**

**AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, FOR THE EXTENSION AND INCREASE OF APPROXIMATELY 1,385 ACRES, AS DESCRIBED AND SHOWN ON EXHIBIT A, INTO THE CORPORATE LIMITS OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, AS REQUESTED BY CCJB HOLDINGS, LLC. THE ANNEXATION AREA IS GENERALLY LOCATED NORTH OF THE NORTHERN CORPORATE LIMITS OF THE TOWN OF CAMP VERDE AT MIDDLE VERDE ROAD, THEN WEST TO INCLUDE THE ENTIRETY OF THE ALCANTARA VINEYARDS & WINERY PROPERTY, WHICH IS LOCATED EAST OF STATE ROUTE 260 OFF OF THOUSAND TRAILS ROAD. CERTAIN TERRITORY CONTIGUOUS TO THE EXISTING TOWN OF CAMP VERDE LIMITS OF THE TOWN OF CAMP VERDE, AS DESCRIBED, SHALL BE ANNEXED THERETO.**

**WHEREAS**, an annexation request has been submitted by CCJB Holdings, LLC, concerning to annex approximately 1,385 acres into the Town of Camp Verde corporate limits “Annexation Property”. CCJB Holdings is currently the lessee of Alcantara Vineyards & Winery, “Alcantara”, being a portion of the Annexation Property, pursuant to a lease purchase agreement and has been authorized by the owner of their leasehold to submit an annexation request for the Annexation Property. The proposed Annexation Property encompasses all of APNs 407-21-015H, 407-21-015G, 407-21-015A, 407-21-015C, 407-21-015E, and 800-02-007G; and portions of 800-02-007B, 800-02-007J, and 800-02-007Q and is described on Exhibit A; and

**WHEREAS**, The existing Zoning Districts within Yavapai County’s jurisdiction provide compatible designations with Town Zoning Districts, as follows: PAD (Planned Area Development) District is the same for both jurisdictions; R1L-175 (Residential: Single Family Limited, 175,000 Square Foot Minimum Lot Size) District is the same for both jurisdictions; and the Yavapai County RCU-2A designation will be replaced with the Town’s RR-2A (Rural Residential, 2-Acre Minimum Lot Size) District; and

**WHEREAS**, the applicant intends to continue development of the property to include expansion of the facility and an on-site wastewater treatment facility, understanding that appropriate permits and approvals will be required in order to do so; and



**WHEREAS**, the continued development of the Alcantara Vineyards & Winery is consistent with the Town's General Plan for the 260 West Character Area and the Town's visions relating to Economic Development, Open Space & Recreation, and Environmental Planning; and

**WHEREAS**, the only right-of-way to be accepted for maintenance by the Town of Camp Verde will include approximately 1,317 feet of the westerly extension of Middle Verde Road. The existing access roads extending from Thousand Trails Road and into the Alcantara property are all privately held and shall be maintained by the private property owner(s) of such roads; and

**WHEREAS**, a petition in writing, accompanied by a map and legal description of said real property, having been filed and presented to the Mayor and Council of the Town of Camp Verde, Arizona, signed by the owners of more than one-half in value of the real and personal property and more than one-half of the persons owning real and personal property as would be subject to taxation by the Town of Camp Verde in the event of annexation within the Annexation Property as shown by the last assessment of said property, which said territory is contiguous to the Town of Camp Verde, and to extend and increase the corporate limits of the Town of Camp Verde so as to embrace the same; and

**WHEREAS**, the Mayor and Common Council of the Town of Camp Verde, Arizona, are desirous of complying with said petition and extending and increasing the corporate limits of the Town of Camp Verde to include said territory; and

**WHEREAS**, the said petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the Town of Camp Verde, and had attached thereto at all times and accurate map of the territory desired to be annexed; and

**WHEREAS**, no alterations increasing or reducing the territory sought to be annexed has been made after the said petition had been signed by any owner of real and personal property in such territory; and

**WHEREAS**, the provisions of A.R.S. §9-471, and amendments thereto, have been fully observed, and

**WHEREAS**, property and sufficient certification and proof of the foregoing facts are now on file in the office of the Town of Camp Verde Clerk of the Town of Camp Verde, Arizona, together with a true and correct copy of the original petition referred to herein, which is on file in the office of the Yavapai County Recorder.

**NO THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, AS FOLLOWS:**

**SECTION 1.** That the following described territory be, and the same hereby is, annexed to the Town of Camp Verde and that the present corporate limits be, and the same hereby are extended and increased to include the following described territory contiguous to the present Town of Camp Verde limits, to wit:

(See attached Exhibit A, Legal Description & Survey)

**SECTION 2.** That a copy of this ordinance, together with an accurate map of the territory hereby annexed to the Town of Camp Verde, certified by the Mayor of the Town of Camp Verde, be forthwith filed and recorded in the office of the County Recorder of Yavapai County, Arizona.

**SECTION 3.** The existing Zoning will carry forth to the same or a compatible Town Zoning District as follows: PAD (Planned Area Development) District, which is the same in both jurisdictions; R1L-175 (Residential: Single Family Limited, 175,000 Square Foot Minimum Lot Size) District, which is the same in both jurisdictions; and the Yavapai County RCU-2A designation will be replaced with the Town’s RR-2A (Rural Residential, 2-Acre Minimum Lot Size) District; as described and shown on Exhibit B.

**SECTION 4.** The Development Agreement adopted with Resolution 2020-1048, which will become effective coinciding with the effective date of this annexation, by and between the Town of Camp Verde and CCJB Holdings, LLC, constitutes the approved plan and procedure for providing necessary infrastructure and services to the annexed territory. The Town agrees to accept the maintenance of the following existing and proposed infrastructure as a result of this annexation:

- a. The right-of-way for approximately 1,317 feet of the westerly extension of Middle Verde Road.
  - i. The existing accesses to the Alcantara property off of Thousand Trails Road will remain privately held and maintained.
- b. A proposed on-site wastewater treatment facility, to be developed on the Alcantara property by CCJB Holdings, LLC, and receiving all necessary agency approvals for its operation before acceptance by the Town.

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

**PASSED AND ADOPTED** this 15<sup>th</sup> day of July, 2020.

\_\_\_\_\_  
Charles C. German, Mayor

\_\_\_\_\_  
Date

Attest:

Approved as to form:

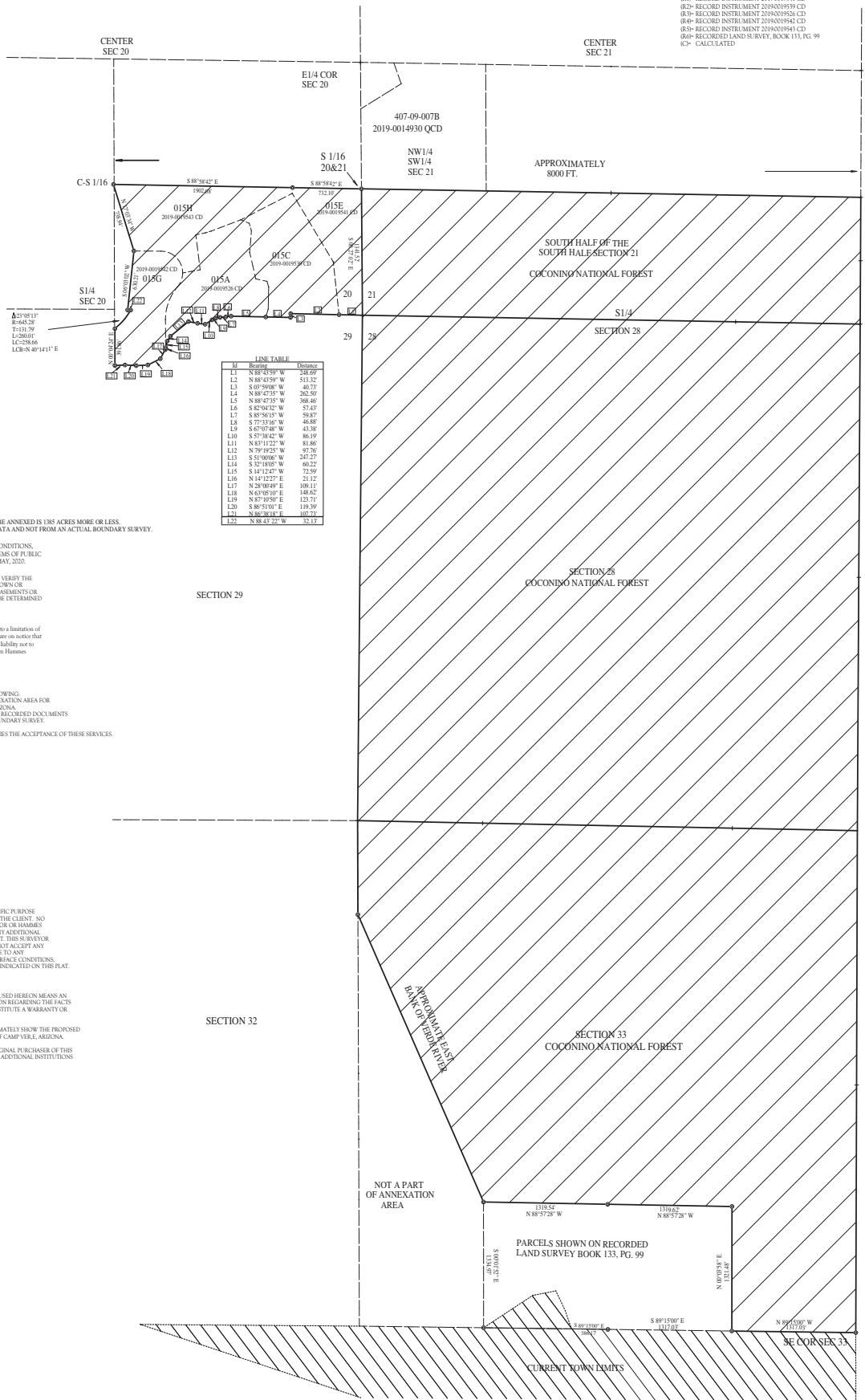
\_\_\_\_\_  
Cindy Pemberton, Town Clerk

\_\_\_\_\_  
Town Attorney

PRELIMINARY  
PLAT OF NEW ANNEXATION AREA FOR TOWN OF CAMP VERDE, ARIZONA

SCALE: 1"=500'  
DATE: 04/23/2020  
REVISED: 05/23/2020  
FOR ACREAGE & LINE  
TABLE

(R1)- RECORDED INSTRUMENT 2019-0019541 CD  
(R2)- RECORDED INSTRUMENT 2019-0019542 CD  
(R3)- RECORDED INSTRUMENT 2019-0019543 CD  
(R4)- RECORDED INSTRUMENT 2019-0019544 CD  
(R5)- RECORDED INSTRUMENT 2019-0019545 CD  
(R6)- RECORDED LAND SURVEY, BOOK 133, PG. 99  
(C)- CALCULATED



APPROXIMATE ACREAGE OF AREA TO BE ANNEXED IS 1.05 ACRES MORE OR LESS. THIS IS DETERMINED FROM RECORD DATA AND NOT FROM AN ACTUAL BOUNDARY SURVEY.

THIS PLAT IS SUBJECT TO ALL CONDITIONS, RESERVATIONS, AND OTHER ITEMS OF PUBLIC RECORD ON THIS 1<sup>st</sup> DAY OF MAY, 2020.

THIS PLAT DOES NOT PURPORT TO VERIFY THE OWNERSHIP OF ANY PROPERTY SHOWN OR INVOLVED IN THIS SURVEY. ANY EASEMENTS OR OTHER ENCUMBRANCES SHOULD BE DETERMINED BY A TITLE SEARCH.

**LIMITATION OF LIABILITY.**  
The Surveyor's Certification is subject to a limitation of liability. The general public and clients are on notice that this Survey is subject to a limitation of liability not to exceed the price of the contract between Hammes Surveying LLC and said client.

**SCOPE OF SERVICES**

THE SERVICE INCLUDES THE FOLLOWING:  
1. SHOWING PROPOSED NEW ANNEXATION AREA FOR THE TOWN OF CAMP VERDE, ARIZONA.  
2. THIS PLAT WAS PREPARED FROM RECORDED DOCUMENTS AND NOT FROM AN ACTUAL BOUNDARY SURVEY.

ACCEPTANCE OF THIS PLAT SIGNIFIES THE ACCEPTANCE OF THESE SERVICES.

THIS MAP WAS PREPARED FOR A SPECIFIC PURPOSE PURSUANT TO AN AGREEMENT WITH THE CLIENT. NO ATTEMPT WAS MADE BY THIS SURVEYOR OR HAMMES SURVEYING LLC TO DETERMINE IF ANY ADDITIONAL EASEMENTS OR ENCUMBRANCES EXIST. THIS SURVEYOR AND HAMMES SURVEYING LLC WILL NOT ACCEPT ANY LIABILITY FOR LOSS OR DAMAGES DUE TO ANY EASEMENTS, ENCUMBRANCES, SURVEYING CONDITIONS, STRUCTURES AND/OR UTILITIES NOT INDICATED ON THIS PLAT.

**SURVEYOR'S NOTES**

1. THE WORD 'CERTIFY' AS SHOWN OR USED HEREON MEANS AN EXPRESSION OR PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
2. THE INTENT OF THIS IS TO APPROXIMATELY SHOW THE PROPOSED ANNEXATION AREA FOR THE TOWN OF CAMP VERDE, ARIZONA.
3. DECLARATION IS MADE TO THE ORIGINAL PURCHASER OF THIS SURVEY. IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.



HAMMES SURVEYING LLC  
2100 VIA SILVERADO  
CAMP VERDE, ARIZONA 86322  
(928)-567-2833 (928) 282-5686

Description for a parcel of land being a portion of the South half of the Southeast quarter of Section 20 and the Northeast quarter of Section 29, Township 15 North, Range 4 East of the Gila and Salt River Base and Meridian, Yavapai county, Arizona, being more particular described as follows:

To find the PLACE OF BEGINNING, begin at a B.L.M. brass cap stamped "S1/16/1975", marking the South 1/16 corner of said Section 20, from which the East quarter corner of Section 20, being a B.L.M. brass cap stamped "E1/4 section 20 1975" bears North 00 degrees 22 minutes 53 seconds West (R1), a distance of 1341.44 feet;

Thence South 00 degrees 27 minutes 02 seconds East, a distance of 1341.52 feet (R1) along the East line of said Section 20 to a found 1-1/2 inch pipe with brass tag stamped "R.L.S. 41502" marking the Southeast corner of said Section 20 and the TRUE POINT OF BEGINNING;

Thence North 88 degrees 43 minutes 59 seconds West, (R1) a distance of 248.69 feet. (R1) along the South line of said Section 20 and that certain parcel of land recorded in instrument 2019-0019541 CD to a set 1/2 inch rebar with plastic cap stamped "RLS 48860";

Thence continuing North 88 degrees 43 minutes 59 seconds West (R2), a distance of 513.32 feet (R2) along said line of said Section 20 and that certain parcel of land recorded in instrument 2019-0019539 CD to a set 1/2 inch rebar with plastic cap stamped "RLS 48860";

Thence South 03 degrees 59 minutes 08 seconds West (R2), a distance of 40.73 feet (R2) along said South line of parcel recorded in instrument 2019-0019539 CD to a found 5/8 inch rebar with plastic cap stamped "RLS 32224";

Thence North 88 degrees 47 minutes 35 seconds West, (R2) a distance of 262.50 feet (R2) along said South line to a found 5/8 inch rebar with plastic cap stamped "RLS 32224";

Thence North 88 degrees 47 minutes 35 seconds West (R3), a distance of 368.46 feet (R3) along said South line of parcel recorded in instrument 2019-0019526 CD to a found 5/8 inch rebar with plastic cap stamped "RLS 32224";

Thence South 82 degrees 04 minutes 32 seconds West (R3), a distance of 57.43 feet (R3) along said South line of said parcel to a found 5/8 inch rebar with plastic cap stamped "RLS 32224";

Thence South 85 degrees 56 minutes 15 seconds West (R3), a distance of 59.87 feet (R3) along said South line of said parcel to a found 5/8 inch rebar with plastic cap stamped "RLS 32224";

Thence South 77 degrees 33 minutes 16 seconds West (R3), a distance of 46.88 feet (R3) along said South line of said parcel to a found 5/8 inch rebar with plastic cap stamped "RLS 32224";

Thence South 67 degrees 07 minutes 48 seconds West (R3), a distance of 43.38 feet (R3) along said

South line of said parcel to a found 5/8 inch rebar with plastic cap stamped "RLS 32224";

Thence South 57 degrees 38 minutes 42 seconds West (R3), a distance of 86.19 feet (R3) along said South line of said parcel to a found 5/8 inch rebar with plastic cap stamped "RLS 32224";

Thence North 83 degrees 11 minutes 22 seconds West (R3), a distance of 81.86 feet (R3) along said South line of said parcel to a found 5/8 inch rebar with plastic cap stamped "RLS 32224";

Thence North 79 degrees 19 minutes 25 seconds West (R3), a distance of 97.76 feet (R3) along said South line of said parcel to a found 5/8 inch rebar with plastic cap stamped "RLS 32224";

Thence South 51 degrees 00 minutes 06 seconds West, (R3) a distance of 247.27 feet (R3) along said South line of said parcel to a found 5/8 inch rebar with plastic cap stamped "RLS 32224";

Thence South 32 degrees 18 minutes 05 seconds West (R3), a distance of 60.22 feet (R3) along said South line of said parcel to a found 5/8 inch rebar with plastic cap stamped "RLS 32224";

Thence South 14 degrees 12 minutes 47 seconds West (R3), a distance of 72.59 feet (R3) along said South line of said parcel to a found 5/8 inch rebar with plastic cap stamped "RLS 32224";

Thence South 14 degrees 12 minutes 47 seconds West (R4), a distance of 21.12 feet (R4) along the South line of parcel recorded in Instrument 2019-19542 CD to a found 5/8 inch rebar with plastic cap stamped "RLS 32224";

Thence South 28 degrees 00 minutes 49 seconds West (R4), a distance of 109.11 feet (R4) along said South line of said parcel to a found 5/8 inch rebar with plastic cap stamped "RLS 32224";

Thence South 63 degrees 05 minutes 10 seconds West (R4), a distance of 148.62 feet (R4) along said South line of said parcel to a found 5/8 inch rebar with plastic cap stamped "RLS 32224";

Thence South 87 degrees 10 minutes 50 seconds West (R4), a distance of 123.71 feet (R4) along said South line of said parcel to a found 5/8 inch rebar with plastic cap stamped "RLS 32224";

Thence North 86 degrees 51 minutes 01 seconds West (R4), a distance of 119.39 feet (R4) along said South line of said parcel to a found 5/8 inch rebar with plastic cap stamped "RLS 32224";

Thence South 86 degrees 38 minutes 18 seconds West (R4), a distance of 107.73 feet (R4) along said South line of said parcel to a found 5/8 inch rebar with plastic cap stamped "RLS 32224";

Thence North 00 degrees 04 minutes 24 seconds East (R4), a distance of 391.86 feet (R4) along said West line of said parcel to a found 5/8 inch rebar with plastic cap stamped "RLS 32224", being the beginning of a curve to the left having a radius of 645.28, a long chord bearing of North 40 degrees 14 minutes 11 seconds East and a chord distance of 258.66 feet (R4);

Thence along said curve to the left a distance of 260.42 feet (R4) and said West line to a calculated point in the Verde River;

Thence North 88 degrees 43 minutes 22 seconds West (R4), a distance of 32.13 feet (R4) along said West line and the South line of said Section 20 to a calculated point in the Verde River;

Thence North 06 degrees 03 minutes 02 seconds East (R4), a distance of 630.21 feet (R4) along said West line of parcel to a calculated point in the Verde River;

Thence North 17 degrees 03 minutes 34 seconds West (R5), a distance of 738.94 feet (R5) along said West line of parcel recorded in Instrument 2019-543 CD to a calculated point in the Verde River;

Thence South 88 degrees 58 minutes 42 seconds East, (R5) a distance of 1902.08 feet (R5) along the North line of said parcel to a calculated point in the Verde River;

Thence continuing South 88 degrees 58 minutes 42 seconds East, (R1) a distance of 732.10feet (R1) along the North line of said parcel recorded in Instrument 2019-0019541 CD to its Northeast corner;

Thence South 00 degrees 27 minutes 02 seconds East (R1), a distance of 1341.52 (R1) feet along the East Line of Section 21 to the place of beginning.

AND INCLUDING the parts of Sections 21, 28 and 33 Township 15 North, Range 5 East. G. & S.R.M., Yavapai County being more particularly described as follows:

The South Half of the South half of said Section 21;

ALL of Section 28;

ALL of Section 33 EXCEPT any lands lying West of the East Bank of the Verde River, AND the following described parcel of land being more particularly described as follows:

To find the Place of Beginning, Begin at the Southeast corner of said Section 33, being a BLM brass capped pipe;

Thence North 89 degrees 15 minutes 45seconds West (R6), a distance of 1316.50 feet. (R6) along the South line of said Section 33 to a found # 4 rebar for the 1/16 corner per L.S. 7/6 and the TRUE POINT OF BEGINNING;

Thence North 00 degrees 08 minutes 07 seconds West (R6), a distance of 1321.21 feet (R6) along the East 1/16 to a found # 4 rebar for the 1/16 corner per L.S. 7/6;

Thence North 88 degrees 58 minutes 18 seconds West, a distance of 1312.20 feet (R6) along the North lines of Parcels 3,4 and 5 as shown on the recorded land Survey in said Book 133, Page 99;

Thence North 88 degrees 58 minutes 50 seconds West, a distance of 1319.54 feet (R6) along the North lines of Parcels 1 and 3 as shown on said Land Survey in Book 133, Page 99 to the calculated 1/16 corner;

Thence South 00 degrees 04 minutes 27 seconds East (R6), a distance of 1334.44 feet (R6) along the West line of said Parcel 1, common with Exception Parcel III as shown on said Land Survey in Book 133,

Page 99 and the 1/16 corner;

Thence South 89 degrees 15 minutes 39 seconds East, (R6), a distance of 1316.91 feet (R6) along the South line of said Section 33 to the South quarter corner of said Section 33, being a #4 rebar with Tag stamped "L.S. 32230;

Thence South 89 degrees 16 minutes 06 seconds East, (R6), a distance of 1316.02 feet (R6) along the South line of said Section 33 to the Place of Beginning.

This legal was prepared from recorded documents and not from a an actual boundary survey.

- (R1)= Record Instrument 2019-0019541 CD
- (R2)= Record Instrument 2019-0019539 CD
- (R3)= Record Instrument 2019-0019526 CD
- (R4)= Record Instrument 2019-0019542 CD
- (R5)= Record Instrument 2019-0019543 CD
- (R6)= Recorded Land Survey, Book 133, Pg. 99
- (M)= Measured (C)= Calculated

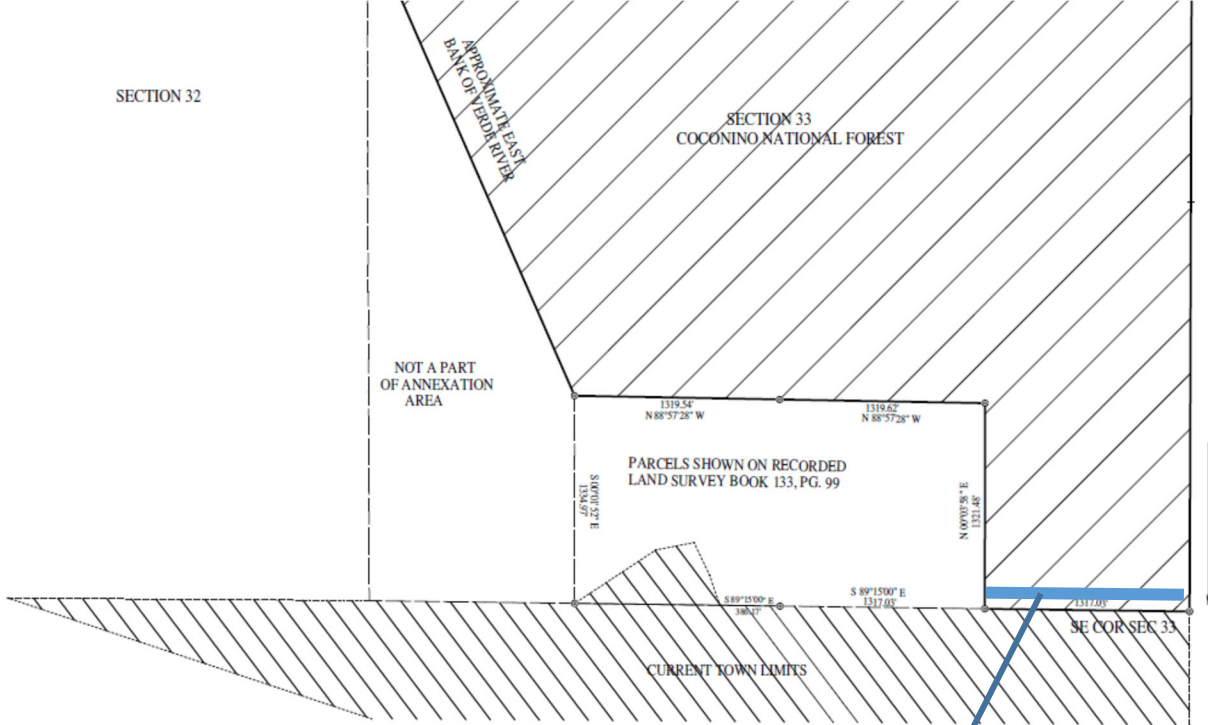


05/13/2020

# Middle Verde Road Section CCJB Holdings Annexation Request

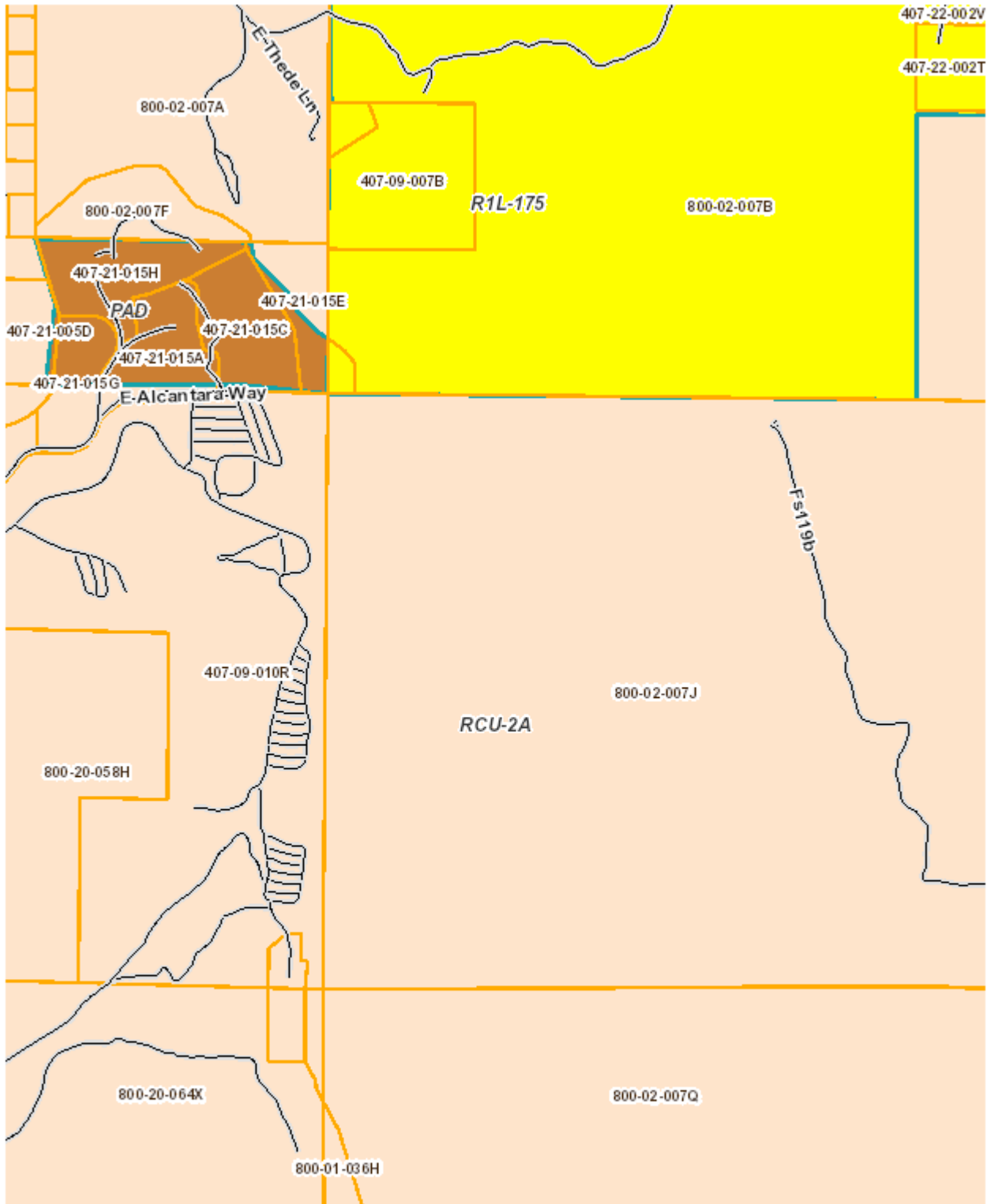
Project No.: 20200028

ADOR Docket No.: 13-0676-00



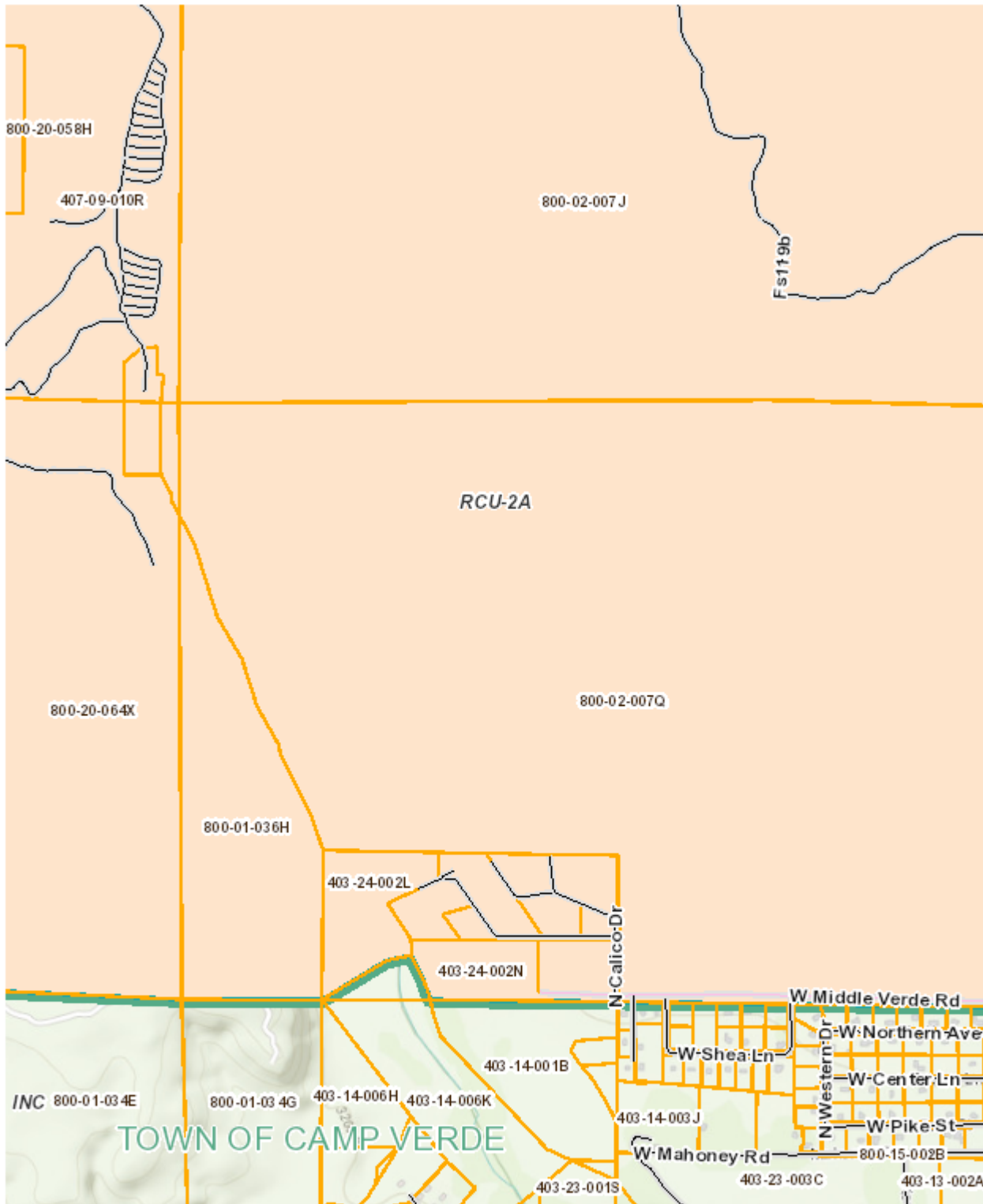
Area of Middle Verde Road to be annexed and maintained by Town of Camp Verde. It is approximately 1317 feet.





*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: 5.12.2020



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Map printed on: 5.12.2020



**Agenda Item Submission Form – Section I**

Meeting Date: 07-01-2020

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

Requesting Department: Town Manager

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact):

**Discussion and consideration of the Town Manager’s quarterly performance review, including but not limited to procedures of review, set goals and objectives. The Council may, by majority vote, recess the regular meeting, hold an executive session and then reconvene the regular meeting for discussion and possible action on this item as covered under A.R.S. 38-431.03 (A)(1).**

- **Recess into and hold an executive session pursuant to A.R.S. § 38-431.03(A)(1). Discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, salaries, disciplining or resignation of a public officer, appointee or employee of any public body.**
- **Reconvene Open Session**

List Attached Documents: None

Estimated Presentation Time:

Estimated Discussion Time:

Reviews Completed by:

- Department Head:                       Town Attorney Comments: N/A

Finance Review:  Budgeted     Unbudgeted     N/A

Finance Director Comments/Fund:

Fiscal Impact: None

Budget Code: \_\_\_\_\_ Amount Remaining: \_\_\_\_\_

Comments: Quarterly review between the Manager and Council to review progress made on budget priorities as set in strategic plan and adopted budgets.

Background Information:

Recommended Action (Motion):

*Instructions to the Clerk:*