



Support your local merchants

**AMENDED AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, JULY 15, 2020 at 6:30 P.M.**

ZOOM MEETING LINK

<https://us02web.zoom.us/j/84159443691>

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) Regular Session – July 1, 2020 page 9
 - 2) Executive Session – July 1, 2020 Recorded on File
 - b) **Set Next Meeting, Date and Time:**
 - 1) Regular Meeting – Wednesday July 15, 2020 at 6:30 p.m.
 - 2) Regular Meeting – Wednesday August 5, 2020 at 6:30 p.m.
 - 3) Regular Meeting – Wednesday August 19, 2020 at 6:30 p.m.
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. **Discussion and Possible Approval of Resolution 2020-1050, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving the Designation of Applicant's Agent form submission to the Arizona Department of Emergency and Military Affairs, which designates the Town's Finance Director as the Town's agent for applying for certain public assistance; and authorizing the Mayor and Finance Director to execute and deliver said application on behalf of the Town of Camp Verde.** Staff Resource Mike Showers Page 19
7. **Discussion and Possible Approval of Resolution 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. The proposed area of annexation is generally located north of the Northern Corporate Limits of the Town of Camp Verde at Middle Verde Road, the 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.** Staff Resource Melinda Lee Page 23
8. **Discussion and Possible Approval of 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 and 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.** Staff Resource: Melinda Lee Page 51
9. **Presentation, Discussion and Possible Approval of Quarterly Report from the Planning and Zoning Commission.** Staff Resource: Melinda Lee Page 65
10. **Presentation, Discussion and Possible Approval of Quarterly Report from the Board of Adjustment and Appeals.** Staff Resource: Melinda Lee Page 67
11. **PRESENTATION, DISCUSSION AND POSSIBLE APPROVAL OF EMERGENCY PURCHASE OF POLICE VEHICLES COREY ROWLEY** Page 69
12. **Covid-19 Update.** Staff Resource Russ Martin
13. **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))

14. **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.
15. **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.
16. **Review and Consider a draft Development Incentive Agreement between the Town of Camp Verde, an Arizona Municipal Corporation and Verde Commercial, LLC, a Minnesota limited liability Company. 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)(3), (A)(4).**
17. **Review and Consider a Purchase Contract between Copper Canyon Enterprises, LLC. And the Town of Camp Verde. 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)(3), (A)(4).**
18. **Adjournment**

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Town of Camp Verde and Bashes on 07-9-2020 at 4:00 p.m.

Cindy Pemberton

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.

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.



Support your local merchants

**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, JULY 15, 2020 at 6:30 P.M.**

ZOOM MEETING LINK

<https://us02web.zoom.us/j/84159443691>

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) Regular Session – July 1, 2020 Page 5
 - 2) Executive Session – July 1, 2020 Recorded on File
 - b) **Set Next Meeting, Date and Time:**
 - 1) Regular Meeting – Wednesday July 15, 2020 at 6:30 p.m.
 - 2) Regular Meeting – Wednesday August 5, 2020 at 6:30 p.m.
 - 3) Regular Meeting – Wednesday August 19, 2020 at 6:30 p.m.
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. **Discussion and Possible Approval of Resolution 2020-1050, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving the Designation of Applicant's Agent form submission to the Arizona Department of Emergency and Military Affairs, which designates the Town's Finance Director as the Town's agent for applying for certain public assistance; and authorizing the Mayor and Finance Director to execute and deliver said application on behalf of the Town of Camp Verde. Staff Resource Mike Showers**
7. ***Discussion and Possible Approval of Resolution 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. The proposed area of annexation is generally located north of the Norther Corporate Limits of the Town of Camp Verde at Middle Verde Road, the 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.*** Staff Resource Melinda Lee
8. **Discussion and possible approved or 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 and 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. Staff Resource: Melinda Lee**
9. **Presentation, discussion and possible approval of Quarterly Report from the Planning and Zoning Commission. Staff Resource: Melinda Lee**
10. **Presentation, discussion and possible approval of Quarterly Report from the Board of Adjustment and Appeals. Staff Resource: Melinda Lee**
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. **Review and Consider a draft Development Incentive Agreement between the Town of Camp Verde, an Arizona Municipal Corporation and Verde Commercial, LLC, a Minnesota limited liability Company. 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)(3), (A)(4).**
16. **Review and Consider a Purchase Contract between Copper Canyon Enterprises, LLC. And the Town of Camp Verde. 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)(3), (A)(4).**
17. **Adjournment**

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Town of Camp Verde and Bashes on 07-9-2020 at 4:00 p.m.

Cindy Pemberton

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.

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
REGULAR SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, July 1, 2020 at 6:30 P.M.

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 6:32 p.m.

2. Roll Call

Mayor Charles German (zoom), Vice Mayor Dee Jenkins(zoom), Councilor Bill LeBeau(zoom), Councilor Robin Whatley (zoom), Councilor Jesse Murdock(zoom) and Councilor Buck Buchanan are present. Councilor Joe Butner is absent.

Also Present

Town Manager Russ Martin, Town Clerk Cindy Pemberton and Recording Secretary Jennifer Reed.

3. Pledge of Allegiance

Councilor Buck Buchanan led the Pledge.

Meeting paused for technical issues: 6:34pm

Meeting resumed: 6:41pm

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
2. Regular Session – June 17, 2020

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.

Mayor German stated Item C will be pulled due to Governor Ducey's most recent order. **Motion** made by Councilor Whatley to approve consent agenda. Second was made by Councilor Buchannan. **Motion** carried unanimously with Mayor German, Vice Mayor Jenkins, Councilors Whatley, Murdock, LeBeau, and Buchanan approving.

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))**

Robert Johnson wanted to talk about the Verde River. He wanted everyone to know that housing development is causing problems with water here in Camp Verde. His message is Save the Verde River; No New Houses. He encourages the public to contact the government to let them know our problem. He would like the Town to add this to their website. Friends of the Verde River has a website for those interested in learning more about the river.

6. **Special Announcements and presentations**

- Kathy Hellman - Preview New Town Website

Ms. Hellman explained she was going to show Council the website but because of technical issues she reviewed the features instead. July 20th is the "go live" date. She thanked Web Committee. Ms. Hellman invited Council Members to stop by the library and she will give them a virtual tour. The library hours right now are 9am-5pm Monday through Friday.

Mayor German would like to move Item 10 after Item 6. There were no objections to this adjustment.

10. **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**

Community Development Director Melinda Lee reminded everyone this is a Public Hearing Meeting for this item and there will be no decisions made tonight. Council will hear this item again at a later date.

10.1.1. Staff Report Staff Presentation:

Community Development Director Melinda Lee explained that 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. CCJB intends to expand the existing use under the original intent of the project, plus the installation of an on-site wastewater treatment plant. Ms. Lee stated that currently, the site has vineyards, a wine production facility which includes a tasting room, concessions, outdoor seating/entertainment area; and a chapel. The proposed expansion plan includes 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 an approval of the Final Site Plan for the expansion and may be done in phases. The Waste Water Treatment Plant 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 parcels. This would be combined into one parcel. 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 is in the Coconino National Forest land. 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.

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
- b) 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.

Ms. Lee reviewed the federal land annexation rules. All of the annexation notifications were posted and advertised by staff. Response is from the publications and postings. Since the staff report was sent out she did receive several responses.

- Combined response from Yavapai County Public Works and Yavapai County Development Services Response- referring to Middle Verde Road Connector. The plan is to begin Phase 1 in 2021 to be complete in 2023, and Phase 2 is not funded yet. They advised it is the intent of Yavapai County to seek an easement across US Forest Service Land for the construction of this project should a decision be made to obligate the afore mentioned Build Fund. This easement would be acquired by the county and be a Federal Hwy Administration. Yavapai Count would continue to maintain and own Middle Verde roadway for the foreseeable future. They want to retain jurisdiction for that portion for maintenance.
- A couple of ladies had stopped in to review their concerns and are in the audience tonight and will get to speak about their concerns.

All procedures have been followed. The DRAFT documents presented with this public hearing are for review and consideration only.

Mayor German understands there is history of this through the county. He would like Mr. Martin to address how the town would handle this.

Mr. Martin stated he has had conversations with elected officials who have been working through an extension and encourage annexation. He requested that all documentation from all the meetings that had been held, become part of the history of this project. All information from the County will be part of what we consider the property file and stays with the property. This will give historical perspective.

Open Public Hearing: 7:11pm

Call for Comments from the Public:

Del Munday- lives at 5125 N. Calico Drive- with the potential of annexation land to east and north of property, if that was to be annexed, this would allow for his property to be annexed into Town of Camp Verde at a later time which would be beneficial for emergency coverage. He has no objection to the annexation as long as it is in line with the neighborhood, keeping it the small rural neighborhood intact. He would not like a bunch of development.

Laurie Verdier- she is a neighbor who has been impacted by the noise from events held at Alcantara. She has a notebook documenting the noise. She feels if things were done according to the original plan, we wouldn't have this noise problem. She is concerned about more events happening on the property. She said this has been a frustrating and painful experience.

Nancy Futral- is an adjacent neighbor to the Alcantara property. She dropped off information yesterday as to what they have been dealing with. She would be opposed to anything moving forward without restrictions and guarantees. She has been a long

term property owner. She is concerned with the chapel area that needs more restriction, new development, special events, the noise level, dust, and encroachment on their quality of life. She said this is unacceptable.

Roberta Russel- lives within the boundary of Camp Verde at 3964 W. Shay Lane. She hasn't seen anything that lists specifically where this (1,385 acres) is going to be. She said it is a small rural community with small children who like to ride bikes and are just being kids. She is concerned about traffic and more developments. It has been quiet and she knows most of the neighbors. She would like a map that shows the exact location. She would also like to know how would we could take in Alcantara but not encompass Thousand Trails. She would also like to know if the road is going to be paved?

Close Public Hearing 7:23pm

Call for Applicant Presentation:

Alcantara Representative John Bradshaw responded to the three main concerns that were brought up:

- Residential overgrowth- we are primarily going to be clustering everything on the northeastern side of the property, behind the knoll. There will be a few residential areas that are not in cluster but it should be a nice clustered commercial development. That leaves most of the property in open spaces as they can.
- PAD moved- He has submitted plans to Melinda Lee that shows new winetasting facilities, 3 future buildings (Restaurant, wine tasting facility and convention center). Wants to get started on restaurant/winetasting facility by the end of month. If this gets going quickly the neighbors would be satisfied that they are moving in the right direction.
- Egress and ingress- this will be on same road as it is now, and we have already milled the road so there is no longer dirt/dust on it.

Council Discussion

Councilor Murdock said she doesn't see where they would be putting the waste water treatment site. Mr. Bradshaw said the waste water treatment site would be on the road that goes between Thousand Trails and Alcantara, and it goes over to Sheephead Crossing area, there is a knoll that flattens out, that is where they plan to put it. Councilor Murdock appreciates Mr. Bradshaw addressing the neighbors' concerns.

Mayor German appreciates Mr. Bradshaw's comments and the way he is addressing the neighbors' concerns. He also thanked the people for being here and making their comments. All comments will become part of the record. He encourages everyone to continue to check in with Melinda lee and don't hesitate to ask questions.

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.

Economic Development Director Steve Ayers gave a little history on the grant. We are asking council to submit the grant. Full disclosure the grant application was submitted last Saturday morning, and is in review now.

Motion made by Councilor Murdock to approve 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. Second was made by Councilor Whatley. **Motion** carried unanimously with Mayor German, Vice Mayor Jenkins, Councilors Whatley, Murdock, LeBeau and Buchanan approving.

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

Town Manager Russ Martin explained he was approached by MATFORCE who is requesting consideration of use of the currently vacant building at 600 S. 1st Street adjacent to the Marshal's office for use as an office. 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 them. Mr. Martin wanted to make sure it was worth the while before he sat down to create a lease agreement. The Town has a relationship with MATFORCE but does not fund them. Mr. Martin is looking for direction to negotiate a lease.

Motion made by Councilor Whatley to direct staff to negotiate a lease with MATFORCE for use of the building at 600 S. 1st Street. Second was made by Councilor Murdock **Motion** carried unanimously with Mayor German, Vice Mayor Jenkins, Councilors Whatley, Murdock, Buchanan and Councilor LeBeau approving.

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

Town Manager Russ Martin needs direction that a plan to go through the educational process with the Town and the neighborhood. If this is put together right we have the capabilities to do so. We could use the gym and all space, and host an open house style session. People could come in to ask questions and get direct feedback then Council could move forward with a decision. This decision would increase property taxes in those areas not covered by the fire district. The return on the investment would be for the general public good. The suggestion is to schedule this for Wednesday August 12th as an open gym style meeting then follow up in a month.

Public Comment:

Del Munday- He is for the annexation because if it were to be pushed out it would allow for the residents at the end of Middle Verde a safety measure of the fire department

being able to cover the residents at the end. He asks Council to take this into consideration for the residents that are out there.

Councilor LeBeau asked if residents are not in the fire district, they would still be covered but they would just receive a bill afterwards. Fire Chief Keller gave a thumbs up.

Councilor LeBeau asked what is an average bill for fire services and could it be spread out over the tax bill. Fire Chief Keller said it is hard to give out an actual cost but if you consider an hourly rate that is similar to what they bill the state for wildland fires, it could be anywhere from \$5-\$7,000 depending on the time and how many people are involved.

Mayor German gave a history of his experience with fire district and the boundaries. He said this could be of real help for first responders.

Councilor Whatley asked if this wouldn't lower the homeowner's insurance if they had fire protection. Fire Chief Keller said every insurance handles this differently using an ISO rating.

Motion was made by Councilor Murdock to direct staff to move forward with the timeline and plan to go through the educational process and with the potential declaration of the Copper Canyon Fire District as the town's provider of fire and emergency services. Second was made by Councilor Whatley. **Motion** carried unanimously with Mayor German, Vice Mayor Jenkins, Councilors Whatley, Murdock, Buchanan and LeBeau approving.

11. **2020 Covid-19 Update – Staff Resource Russ Martin**

Cornfest- Town Manager Russ Martin stated the Executive Order has put us in a tough spot for Cornfest. A meeting is scheduled for tomorrow morning to see if we will still be moving forward. There are lots of issues as to why this is not a good year to pull this off. Information will be posted after the meeting. Mr. Martin stated Mike Marshall and his crew did an excellent job putting this together and feels bad about the possibility of it not happening.

Economic basis- We have started a new budget year, we are still figuring out the impact but May ended up right about where budget was expected. We won't have a full budget year return until about mid-August. He anticipates feedback from Council on the final budget. Budget remains solid and revenues is on a positive trend.

Pool- staff is doing a good job at keeping people separated. People have been patient.

Vice Mayor Jenkins asked about the business license counts dropping. She asked if this is COVID related. Mr. Martin stated he isn't sure but can do more research. Deputy Clerk Virginia Jones said we have had only two businesses close because of COVID. The other businesses are contractors that came to town for projects and are now closed.

Mayor German stated there is inaccurate information out to the community regarding Cornfest. Mr. Martin will put out the new information after tomorrows meeting.

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))*

None

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

Councilor Buchanan would like Council to vote of facemasks requirements and Cornfest. He feels confident that we will be endangering people with Cornfest and lack of facemasks in the community. This needs to be addressed in a Special or Emergency Meeting.

Mayor German attended a NACOG Zoom Meeting and Council received minutes from the meeting.

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.*

Town Manager Russ Martin:

- Risk Manager Retirement Celebration BBQ is tomorrow at noon at the gazebo. He encouraged Council to come and show appreciation to the longest serving staff member.

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).**

Motion was made by Councilor Murdock to go into Executive Session if it is the request of the manager. Second was made by Councilor Whatley. **Motion** carried unanimously with Mayor German, Vice Mayor Jenkins, Councilors Whatley, Murdock, Buchanan and Councilor LeBeau approving.

8:10pm Recess

9:15 p.m. Reconvene into Open Session

16. Adjournment

Mayor German adjourned the meeting at 9:15 p.m.

Mayor Charles German

Attest: Town Clerk Cindy Pemberton

CERTIFICATION

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

[Page intentionally left blank]



Agenda Item Submission Form – Section I

Meeting Date: July 15, 2020

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

Requesting Department: Finance

Staff Resource/Contact Person: Mike Showers

Agenda Title (be exact): Discussion & possible approval of Resolution 2020-1050, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving the Designation of Applicant’s Agent form submission to the Arizona Department of Emergency and Military Affairs, which designates the Town’s Finance Director as the Town’s agent for applying for certain public assistance; and authorizing the Mayor and Finance Director to execute and deliver said application on behalf of the Town of Camp Verde.

List Attached Documents: 1) Resolution 2020-1050, 2) Designate Applicant Agent form

Estimated Presentation Time: 2 minutes

Estimated Discussion Time: 2 minutes

Reviews Completed by:

Town Attorney Comments: Approved

Department Head:

- Budgeted Unbudgeted N/A

Fiscal Impact: N/A

Comments: This resolution will give the Finance Director the authority as Applicant Agent to submit requests for reimbursement through FEMA and AzDEMA.

Background Information: The Finance Director has already filed the first request for reimbursement of Covid-19 related expenses but the request is being held until this designation can be made.

Recommended Action (Motion): Move to approve Resolution 2020-1050, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving the Designation of Applicant’s Agent form submission to the Arizona Department of Emergency and Military Affairs, which designates the Town’s Finance Director as the Town’s agent for applying for certain public assistance; and authorizing the Mayor and Finance Director to execute and deliver said application on behalf of the Town of Camp Verde.

Instructions to the Clerk: Have the Resolution signed by the Mayor and Town Clerk and return to the Finance Director.



RESOLUTION 2020-1050

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING THE DESIGNATION OF APPLICANT'S AGENT FORM SUBMISSION TO THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS, WHICH DESIGNATES THE TOWN'S FINANCE DIRECTOR AS THE TOWN'S AGENT FOR APPLYING FOR CERTAIN PUBLIC ASSISTANCE; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO EXECUTE AND DELIVER SAID APPLICATION ON BEHALF OF THE TOWN OF CAMP VERDE.

NOW THEREFORE THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE RESOLVE AS FOLLOWS:

- 1. The Designation of Applicant's Agent form to the Arizona Department of Emergency and Military Affairs, which designates the Town's Finance Director as the Town of Camp Verde's agent to execute under the Disaster Relief Act, is hereby approved in the form attached hereto..
2. The Mayor, the Town Manager, the Town Clerk, the Town Attorney and the Town Finance Director are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND APPROVED by majority vote of the Common Council at the regular meeting of July 15, 2020:

PASSED AND ADOPTED:

Mayor - Charles German Date

Attest:

Approved as to Form:

Town Clerk - Cindy Pemberton Date

Town Attorney - W.J. Sims Date

**ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
DESIGNATION OF APPLICANT'S AGENT FORM**

The intent of this **DESIGNATION** is to appoint an **APPLICANT'S AGENT** for the following:

Select program(s) Public Assistance HMA Mitigation Program SEC Mitigation

Select duration Until further notice Only Event _____ From _____ to _____

Applicant: _____

CERTIFICATION

I, _____, duly appointed and _____ of
(Authorizing Official's Name) (Title)

_____, do hereby certify that the information below is true and correct,
(Applicant)

based on a resolution passed and approved (**attached**) by the _____
(Governing Body)

of _____ on the _____ day of _____,
(Applicant) (day) (month) (year)

_____ has been designated as the Applicant's Agent
(Name of Designated Applicant's Agent)

to act on behalf of _____
(Applicant)

(Authorizing Official's Signature) (Title) (Date)

This document MUST be accompanied by a copy of the Resolution or Meeting Minutes by your governing board which designated the Applicant's Agent.

Designated Applicant's Agent

Name _____

Title/Official Position _____

Full Mailing Address _____

Email Address _____

Daytime Telephone Number _____ Cell _____
(Please include area code and extension if not a direct number)

For DEMA Use Only

Received By: _____ March 2020 Form #AZ PA 204-4
(Initials & Date)

[Page intentionally left blank]



Town of Camp Verde

Agenda Item Submission Form – CCJB Holdings / Resolution No. 2020-1048

Meeting Date: Town Council July 15, 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 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. 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.

List Attached Draft Documents for Consideration:

Resolution No. 2020-1048

Exhibit 1: Survey of Annexation Area

1.A: Survey of New Annexation Area

1.B: Middle Verde Road Section

Exhibit 2: Pre-Annexation and Development Agreement and Supporting Exhibits

2.A: Pre-Annexation and Development Agreement

2.B: Zoning Designations

2.B.1: Zoning Designations / Legal Descriptions

2.C: PAD Zoning Policies

2.D: Use Permit Policies

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 25 minutes

Review Completed by:

Russ Martin, Town Manager

Town Attorney

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 future 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.

A public hearing before the Mayor and Common Council, for the proposed annexation was held on July 1, 2020, in which members of the public provided input. Mr. Bradshaw has been in direct communication with some of the neighbors to discuss their concerns.

The Pre-Annexation and Development Agreement reflects findings of fact regarding the project, potential agreements regarding the on-site wastewater treatment plant, and associated statements relating to the administration of the agreement.

The request for annexation and follow up action has been duly posted by staff.

Recommended Motion:

A MOTION TO APPROVE RESOLUTION NO. 2020-1048, FOR THE PRE-ANNEXATION AND DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF CAMP VERDE AND CCJB HOLDINGS, LLC. 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.

Instructions to Clerk:

The copy of the Resolution with the Town Attorney's original signature is forthcoming and will need to be signed by the Mayor and staff after approval and prior to recordation.



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 SHOWN IN EXHIBIT 1.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 1); and

WHEREAS, the applicant has entered into a Pre-Annexation and Development Agreement (“Development Agreement”), Exhibit 2, with the Town of Camp Verde relating to the future development of a proposed 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 15th day of July 2020.

Signature to be acquired after approval

Charles C. German, Mayor

Date

Attest:

Approved as to form:



Town Attorney

Signature acquired after approval

Cindy Pemberton, Town Clerk

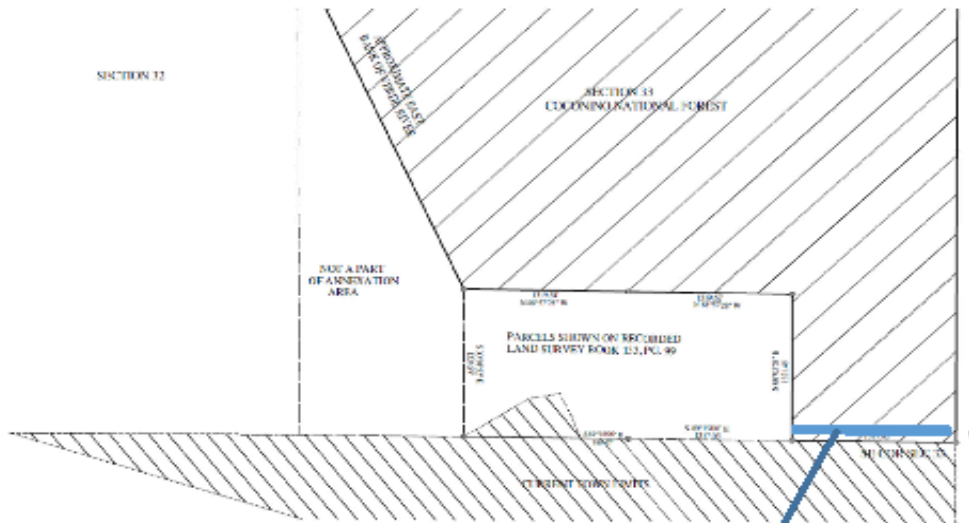
EXHIBIT 1

SURVEY OF ANNEXATION AREA

EXHIBIT 1.A: ANNEXATION SURVEY MAP

EXHIBIT 1.B: MIDDLE VERDE ROAD SECTION

**EXHIBIT 1.B:
CCJB HOLDINGS / MIDDLE VERDE RD SECTION
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.

EXHIBIT 2

**PRE-ANNEXATION AND DEVELOPMENT AGREEMENT
AND SUPPORTING EXHIBITS**

EXHIBIT 2.A: PRE-ANNEXATION AND DEVELOPMENT AGREEMENT

EXHIBIT 2.B: ZONING DESIGNATIONS

EXHIBIT 2.B.1: ZONING DESIGNATIONS / LEGAL DESCRIPTIONS

EXHIBIT 2.C: PAD ZONING POLICIES

EXHIBIT 2.D: USE PERMIT POLICIES

**EXHIBIT 2.A:
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 A453, 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.
- C. It is acknowledged that the existing Yavapai County zoning designations are compatible with existing Town Zoning Districts and will be accepted per Exhibit 2.B, 2.B.1, and 2.C, accordingly.
- D. It is acknowledged that the existing Use Permit that Alcantara Vineyards is currently operating under is compatible with the existing polices for Use Permits within the Town of Camp Verde and will be accepted, per Exhibit 2.D, accordingly.
- E. 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.
- F. 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 1.B.
- G. The Developer intends to continue the development of Alcantara to include expansion of the existing land use and the future installation of an on-site wastewater treatment facility. There will be an option for the WWTP to be taken over by the Town at such a time that a cost analysis demonstrates it is financially self-sustaining and after all formal approvals are completed and the requirements of Section 2.1 of this Agreement are satisfied.
- H. It is acknowledged that the development of Alcantara is consistent with the Town’s General Plan for the 260 West Character Area.
- I. 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.
- J. 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 1.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 may convey to the Town of Camp Verde a proposed, 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. The WWTP shall not be constructed unless the Developer is prepared to operate until such time that the Town consents to the dedication of the WWTP to the Town at no cost to the Town and at a time that is acceptable to the Town in the exercise of the Town’s sole discretion. Any improvements (including, without limitation the WWTP) constructed by the Developer shall be constructed and operated in compliance with all applicable federal, state, county, local and Town of Camp Verde laws, ordinances, codes, regulations, rules and policies and shall be inspected by the Town of Camp Verde Engineer for compliance with same prior to dedication to the Town, and once accepted, shall be maintained by the Town of Camp Verde.

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 and operation 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 2.D), and approvals of future site development through PAD Final Site Plan review processes, per Section 203.L (Exhibit 2.C). Changes to these sections 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 1.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. 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 1.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]

[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: _____

EXHIBIT 2.B
ZONING DESIGNATIONS

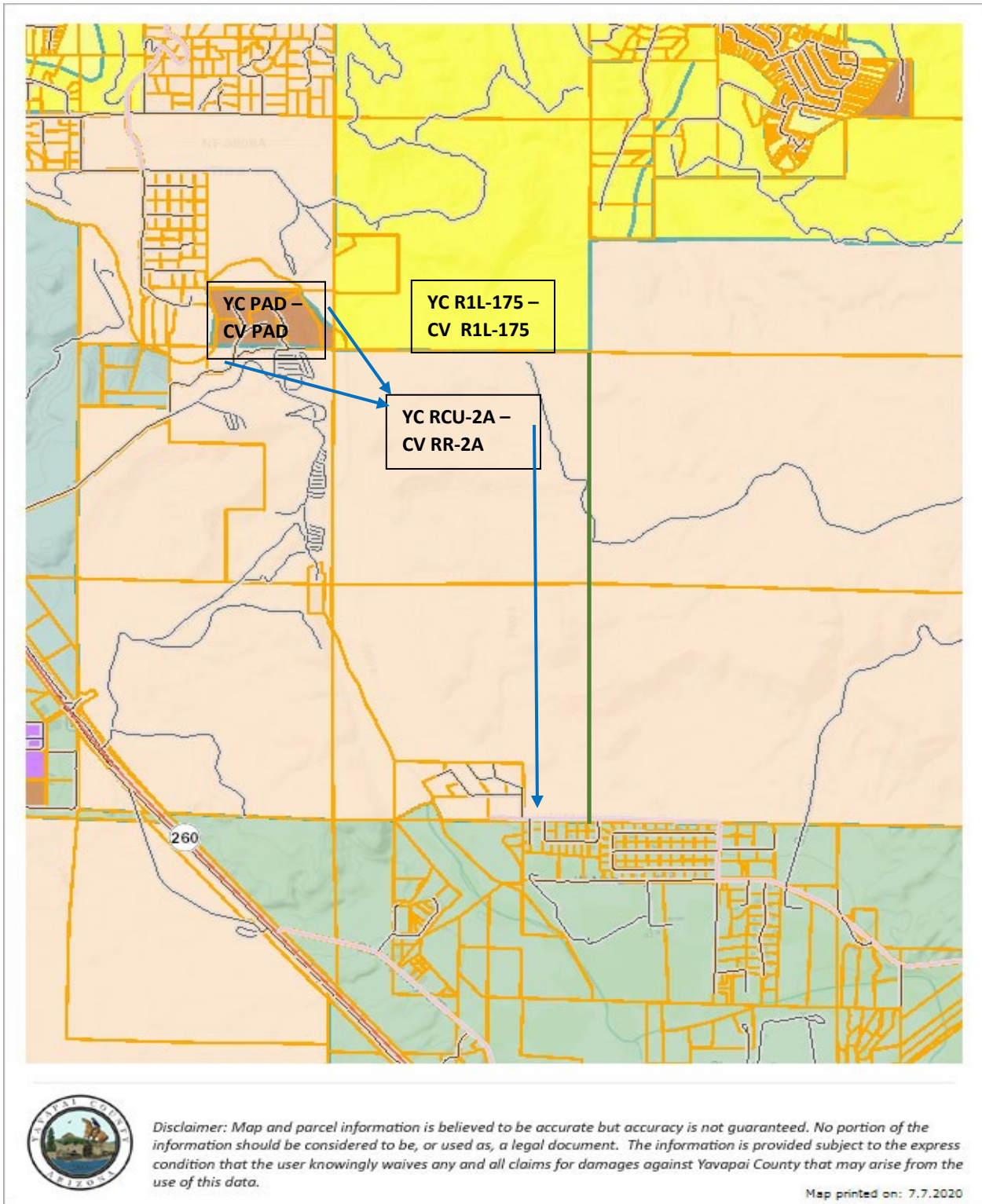


EXHIBIT 2.B.1

ZONING DESIGNATIONS / LEGAL DESCRIPTIONS

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

1) PAD AREA (TO CAMP VERDE PAD ZONING)

Description for a parcel of land being a portion of Parcel 1 as described in Instrument 2019-0019541 CD, located in located in the South half of the Southeast quarter of Section 20, Township 15 North, Range 4 East, G.&S.R.&M., Yavapai County, Arizona, AND all those parcels recorded as Parcel 1 in the following Instruments, 2019-0019539 CD, 2019-0019526 CD, 2019-0019543 CD, 2019-0019542 CD, of the Yavapai County Recorder's Office, located in the South half of the Southeast quarter of Section 20, and the Northeast quarter of Section 29, Township 15 North, Range 4 East, G.&S.R.&M., Yavapai County, Arizona, said parcel being more particularly described as follows: All that portion of said Parcels listed above of the Yavapai County Recorder's Office, lying West of the East bank of the Verde River and North of the South line of said Section 20.

This legal is prepared from legal documents and not an actual boundary survey and should not considered as such.

2) RCU-2A PORTION OF THE FOLLOWING PARCELS: SECTION 29, 407-21-015G, 407-21-015A & 407-21-015C (TO CAMP VERDE RR-2A)

Description for a parcel of land being a portion of Parcel 1 as described in the following Instruments, 2019-0019542 CD, 2019-0019526 CD, 2019-0019539 CD, of the Yavapai County Recorder's Office, located in the South half of the Southeast quarter of Section 20, and a portion of the Northeast quarter of Section 29, Township 15 North, Range 4 East, G&S.R.&M., Yavapai County, Arizona, said parcel being more particularly described as follows: All that portion of said Parcels listed above of the Yavapai County Recorder's Office, lying South of the North line of said Section 29.

This legal is prepared from legal documents and not an actual boundary survey and should not considered as such.

3) RCU-2A PORTION OF PARCEL 408-21-015E (TO CAMP VERDE RR-2A)

Description for a parcel of land being a portion of Parcel 1 as described in Instrument 2019-001954 CD of the Yavapai County Recorder's Office, located in the South half of the Southeast quarter of Section 20, Township 15 North, Range 4 East, G&S.R.&M., Yavapai County, Arizona, said parcel being more particularly described as follows:

All that portion of said Parcel 1 as described in Instrument 2019-001954 CD of the Yavapai County Recorder's Office lying East of the East bank of the Verde River.

This legal is prepared from legal documents and not an actual boundary survey and should not be considered as such.

4) RIL-175 (TO CAMP VERDE RIL-175)

Description for a parcel of land being a portion of Section 21, Township 15 North, Range 4 East, G.&S.R.&M., Yavapai County, Arizona, said parcel being more particularly described as follows:

All that portion of The South half of the South half of said Section 21.

This legal is prepared from legal documents and not an actual boundary survey and should not be considered as such.

5) ADDITIONAL RCU-2A (TO CAMP VERDE RR-2A)

Description for a parcel of land being ALL of Section 28, and a portion of Section 33, Township 15 North, Range 4 East, G.&S.R.&M., Yavapai County, Arizona, said parcel being more particularly described as follows:

ALL of said Section 28, Township 15 North, Range 4 East, G.&S.R.&M., Yavapai County, Arizona: AND 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 LS. 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 LS. 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 "LS. 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 an actual boundary survey.

PREPARED BY SURVEYOR ON 6/17/2020

EXHIBIT 2.C

PAD ZONING POLICIES

Section 203.L: 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.

EXHIBIT 2.D
USE PERMIT POLICIES

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.

[Page intentionally left blank]



Town of Camp Verde

Agenda Item Submission Form – CCJB / Alcantara Annexation / Ordinance No. 2020 A453

Meeting Date: Town Council July 15, 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):

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, ARTICILE 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.

List Attached Draft Documents for Consideration:

Exhibit A: Annexation Area Survey Map and Legal Description (See Ordinance Exhibit A)

Exhibit B: Yavapai County Current Zoning Designations

B.1: Northern Annexation Area

B.2: Southern Annexation Area

Exhibit C: Signed Annexation Petition

Exhibit D: Ordinance 2020 A453

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 25 minutes

Reviews Completed by:

Russ Martin, Town Manager

Town Attorney

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 potential 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 proposed 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.

A public hearing before the Mayor and Common Council was held July 1, 2020, in which members of the public provided input. Mr. Bradshaw has been in direct communication with some of the property owners to discuss their concerns.

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, and acceptance by the Town conditioned on the Town's inspection and approval of the wastewater treatment plant to confirm that the wastewater treatment plant has been constructed and can be operated in accordance with all laws, ordinances, and regulations. 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.

Recommended Motion:

MOTION TO APPROVE ORDINANCE NO. 2020 A453, 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.



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 the existing use of vineyards, winery, and special event facility, with future expansion of the use to include a potential 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.

NOW 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. Upon analysis and agreement between both parties, a proposed on-site wastewater treatment facility, to be developed on the Alcantara property by CCJB Holdings, LLC, and receiving all necessary federal, state, county and town approvals for its construction and 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 15th day of July, 2020.

Charles C. German, Mayor

Date

Attest:

Approved as to form:

Cindy Pemberton, Town Clerk

Town Attorney

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 ½ 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 ½ 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 732.10 feet (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 45 seconds 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;

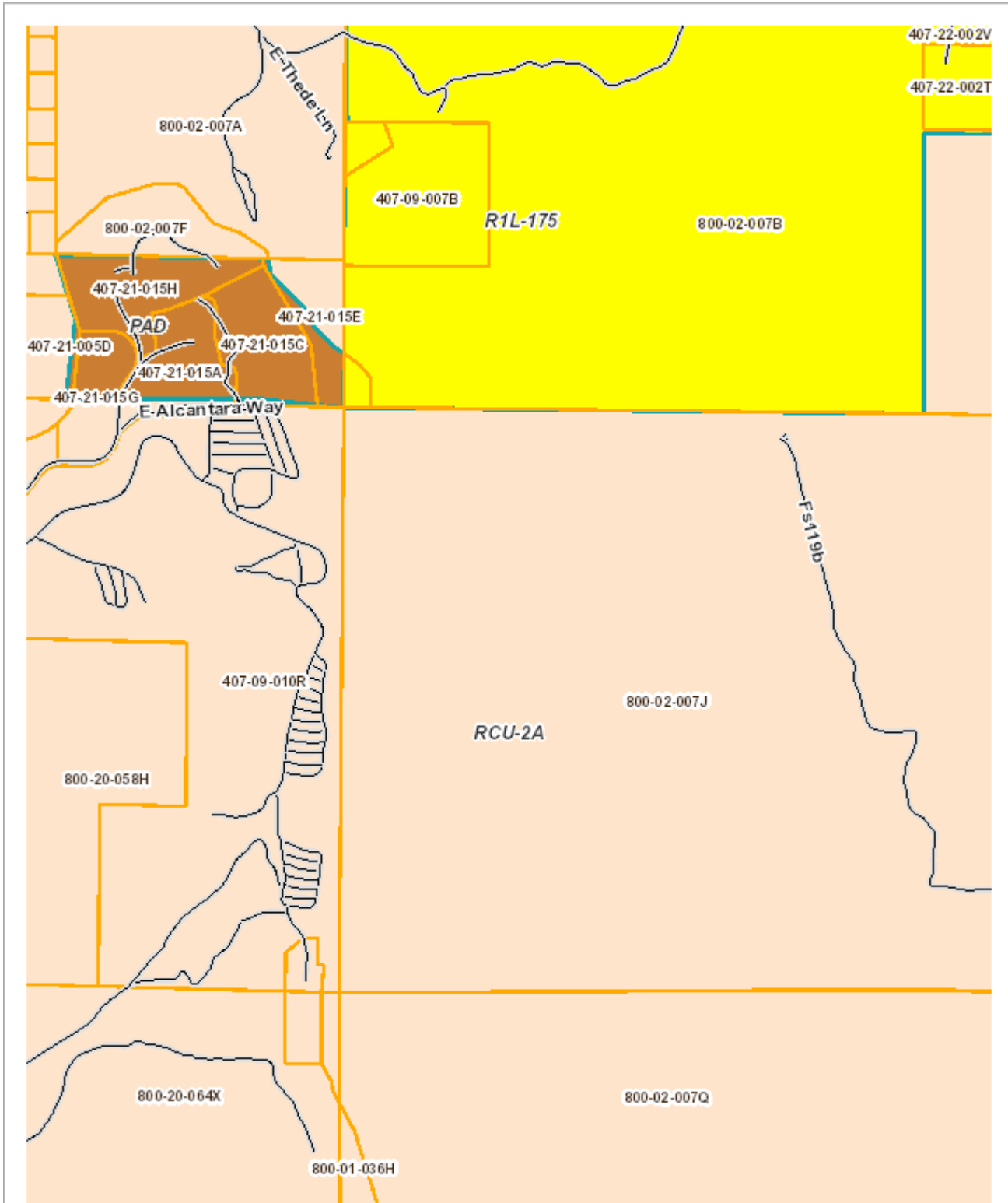
Thence South 89 degrees 16 minutes 06 seconds East, (R6), a distance of 1316.02 feet (R6) along the South line of said Section 33 to the Place of Beginning.

This legal was prepared from recorded documents and not from 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

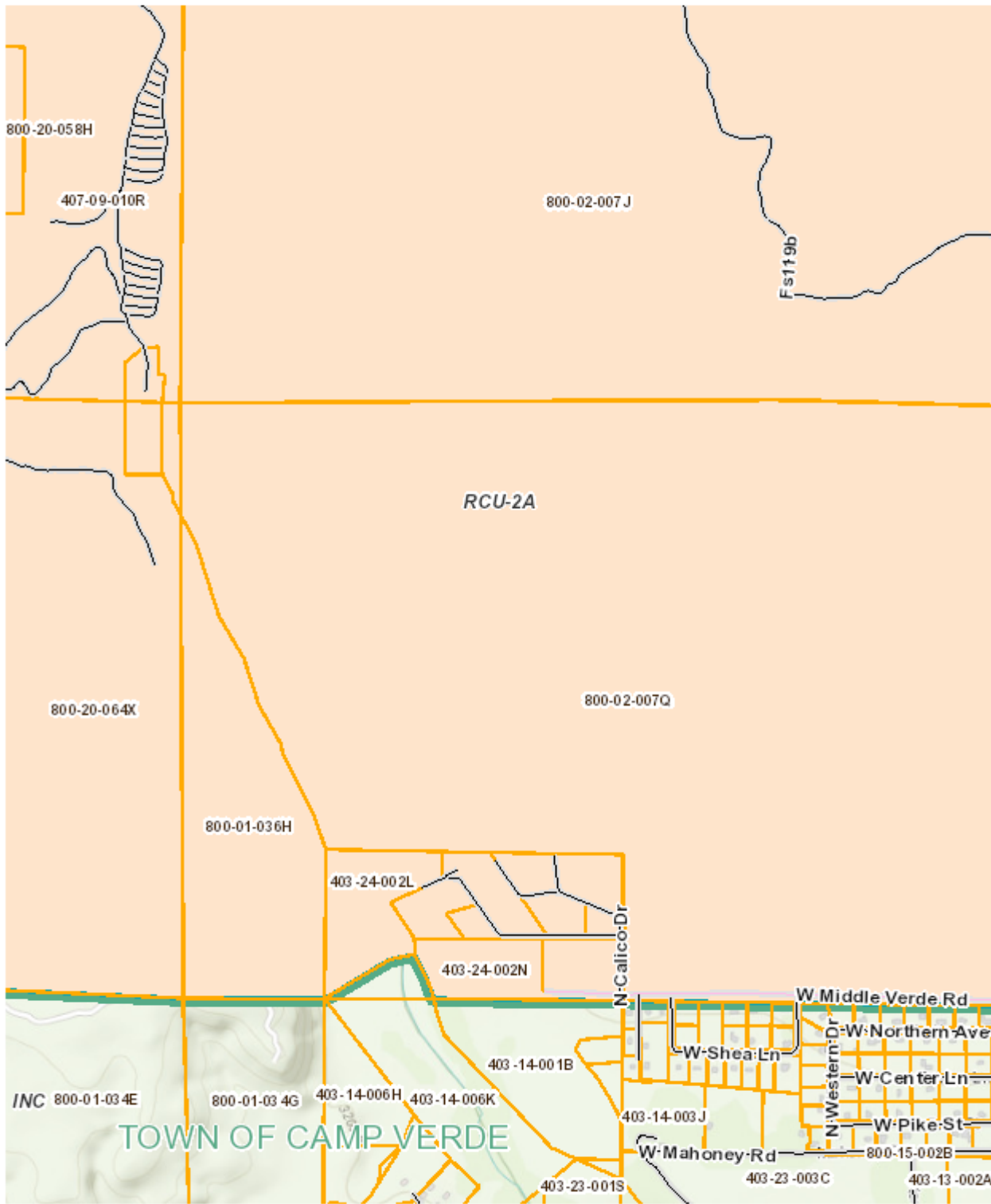


05/13/2020



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



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

ANNEXATION PETITION

Project No.: 20200028 ADOR Docket No.: 13-0676-00

TO THE HONORABLE MAYOR AND COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA:

We, the undersigned, being owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property in an area that will be contiguous to the Town of Camp Verde and that would be subject to taxation by the Town in the event of annexation, request the Town of Camp Verde to annex said territory pursuant to ARS Section 9-471 and other applicable statutes.


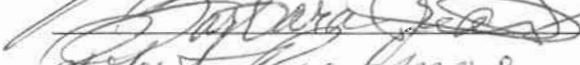
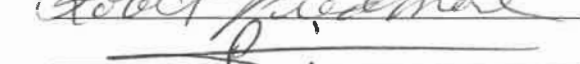

The territory proposed to be annexed, not already in the present limits of the Town of Camp Verde, comprises approximately 1,385 acres, being contiguous with the current Town boundary at the north side of Section 4, Township 14 N., Range 04 E., G&SRM, Yavapai County, Arizona, and being more particularly shown in Exhibit "A" and described in Exhibit "B" being attached hereto, and made a part hereof:

ASSESSOR'S PARCEL NUMBER(S) OR LEGAL DESCRIPTION(S)
NAME OF OWNER(S) and (S)MAILING ADDRESS(ES)

APN(s) All of 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

more particularly those parcels and portions of parcels lying in the areas shown in Exhibit "A" and described in Exhibit "B".

**Town of Camp Verde
473 S Main St #102, Camp Verde, Arizona 86322**

	(Signature)	<u>6-10-2020</u>	(Date) John Bradshaw
	(Signature)	<u>6-10-2020</u>	(Date) BARBARA REDMORE
	(Signature)	<u>6-10-2020</u>	(Date) Robert Redmore
	(Signature)	<u>6-10-2020</u>	(Date) CYRIL CHIOSA

IMPORTANT:

Please sign and date the Petition. If you are signing for someone else or for a partnership, Corporation or other organization, please fill out the affidavit on the next page. Signatures CANNOT be conditional.

Please leave all attachments on this Petition and return it to:

Town of Camp Verde
Community Development Department
473 S Main St. #108
Camp Verde, Arizona 86322
928-554-0053

Cindy Pemberton 7-9-2020
Town Clerk, Camp Verde

QUARTERLY REPORT
Planning and Zoning Commission
April – June 2020

Scheduled Meetings: 2

April 2, 2020: Special Session

Present: Norton, Hough, Baker, Blue, McPhail

Absent: Vanlandingham

Discussion and Recommendation of Approval to Council of an application submitted by Bernard Cunningham for abandonment of a utility easement on his property. The property is a .61 acre parcel located at 3465 S. Chino Drive, Parcel No. 404-12-316A, in Camp Verde, Yavapai County, Arizona.

Discussion and Recommendation of Approval to Council of a Final Site Plan submitted by Brad Woodruff, Verde Ranch MH, LLC, for Verde Ranch Estates Phase 2, zoned R1-PAD. The proposed project is generally located north of Finnie Flat Road, East of State Route 260, off Monarch Lane. It consists of approximately 27.5 acres, APN 403-23-423F, in Camp Verde, Yavapai County, Arizona.

April 9, 2020: Cancelled due to lack of business

May 7, 2020: Cancelled due to lack of business

May 14, 2020: Cancelled due to lack of business

June 4, 2020: Cancelled due to lack of business

June 11, 2020: Special Work Session

Present: Norton, Hough, Blue, McPhail

Absent: Vanlandingham and Baker

Items for discussion:

- a. Request by Commissioner Hough to change wording on his motions in the minutes to state: "recommendation to Council to approve" was approved.

- b. Discussion between Planning & Zoning Commission and Community Development Director on proposed Text Amendments to the Planning & Zoning Ordinance on the following topics:
 1. Animals: Section 305.B.2, a. and b, Nursing Animals & Poultry. Poultry will be moved to the opening paragraph of this section and the definition of nursing animals will be clarified.
 2. Landscape Standards: Section 402.B.1.c, Inorganic Ground Cover. Commissioners would like to leave this section as is for now.
 3. Parking: Section 403.E.2, Employee Parking. Employee parking based on number of employees per shift will be added.
 4. Board Members: Section 600.C.3, Board Appointments/Quorums. This

section will be changed to correctly reflect the recent approval of Board of Adjustments & Appeals from seven to five. B1 shall state (4) members for P&Z and (3) members for the Board of Adjustments to have a quorum.

There were no items tabled by the Commission.

**QUARTERLY REPORT
Board of Adjustments
April - June 2020**

Regularly Scheduled Meetings, as needed: **1**

April 14, 2020 – Regular Session

Cancelled – No business before the Board.

May 12, 2020 – Regular Session

Cancelled – No business before the Board.

June 9, 2020 – Regular Session

Present: Blue, Davis, Stevens. Krebbs was present but recused himself.

Consent agenda was approved.

Discussion of an Application for Variance was heard by the Commissioners. Discussion ensued as to whether a variance to the front setback was the only solution in this instance. Other solutions that would allow the Applicant to meet their setbacks were discussed. There was a vote on the matter that resulted in a 2-1 vote.

Majority rule when a quorum exists was discussed. Unanimous vote is required when only three members are present.

The applicant was asked to consider all options in front of them and told they could bring the matter back to the Board of Adjustments when they have a full board. The matter was continued until July 14, 2020 Regular Session.

Special Session Meetings: **0**

Work Sessions: **0**

There were no applications approved.

There were no applications denied.

There was one application continued until the July 14, 2020 Regular Session.

There were no appeals denied.

There was one item discussed.

There were no items discussed in work sessions.

There was one presentation heard by the Board.

There was no training.

Agenda Item 11



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: July 15, 2020

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

Requesting Department: Marshal's Office

Staff Resource/Contact Person: Marshal Corey Rowley

Agenda Title (be exact): Emergency Purchase of Police Vehicles

List Attached Documents: 1) Vehicle Listing

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 10 minutes

Reviews and comments Completed by:

- Town Manager: _____
 Department Head: Corey Rowley
 Town Attorney Comments: _____
 Risk Management: _____

- Finance Department**
Fiscal Impact: Approximately \$40K in FY21 cash payments and \$300K in total commitments over 5 years.
Budget Code: Both CIP & Debt Funds **Amount Remaining:** N/A

Comments: The cost of these five vehicles would be approximately \$5K per month for 7-8 months for about \$40K over this fiscal year. We have room within the budget to allow for this and the monthly cost will not put any financial strain on the Town. Finance sees no problems with this proposal financially.

Background Information: Department has been notified if vehicles are not ordered by the end of this week, the vehicles will have an estimated delivery date of April 2021. This is due to low manufacturing and production within the auto industry and the recent failures and maintenance issues with our current older fleet.

Recommended Action (Motion): Move approve the immediate ordering of 5 police patrol vehicles.

Instructions to the Clerk:

Current Vehicles

Unit #	Description	VIN	Assigned to	Mileage	Status	Remarks
CV43	2013 Chevy Tahoe	6788	CV43 O. Berrelez	107068	Replace	High miles / Mechanical Problems
CV47	2013 Chevy Tahoe	8344	CV47 J. Collins	95274	Replace	Mechanical Problems
CV49	2013 Chevy Tahoe	8476	CV49 P. Rotzler	104357	Replace	High miles / Mechanical Problems
CV45	2013 Chevy Tahoe	7811	CV45 Supervisor	86279	Replace W/ Lt's Tahoe	Mechanical Problems
CV57	2008 Toyota Camry	2806	Marshal	118504	Replace W/ Truck	High Mileage / PANT vehicle

Replacement Vehicles

				Estimated Upfit cost	Estimated Total Enterprise Rental Cost
	2020 Chevy Tahoe		Patrol	19,788	\$1,200.00
	2020 Chevy Tahoe		Patrol	19,788	\$1,200.00
	2020 Chevy Tahoe		Patrol	19,788	\$1,200.00
	2020 Chevy Silverado		Patrol Lieutenant	13,000	\$750
	2020 Chevy Silverado		Marshal Rowley	5,000	\$680

All replaced Tahoes would become Swing vehicles with limited short term usage. The following 3 vehicles would be auctioned and removed from the CVMO Fleet

Unit #	Description	VIN	Assigned to	Mileage	Status	Remarks
CV07	2008 Ford Crown Vic	4537	CV07 Spare	106972	Swing Unit	
CV12	2010 Ford Crown Vic	7194	CV12 Spare	100048	Swing Unit	
CV13	2010 Ford Crown Vic	7195	CV13 Spare	103544	Swing Unit	

~~20 week lead time~~
 20 / 30 weeks - tahoes
 NO est. for prod. - Trucks
 +
 6 weeks upfit time