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**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, August 5, 2020 at 6:30 P.M.**

ZOOM MEETING LINK <https://us02web.zoom.us/j/88365463737>

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 15, 2020 Page 5
 - b) **Set Next Meeting, Date and Time:**
 - 1) Open House – Wednesday August 12, 2020 at 6:00 p.m.
 - 2) Regular Meeting – Wednesday August 19, 2020 at 6:30 p.m.
 - 3) Regular Meeting – Wednesday September 2, 2020 at 6:30 p.m. Reinstated
5. **Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to ARS §38-431.01(H))

6. **Special Announcements and Presentations**
 - Verde Valley Senior Center – Elaine Bremner – Annual Update and Funding Request for Meals on Wheels Page 13
 - Project Update for Phase 1B of the Camp Verde Sports Complex and the Current Status of the Land and Water Conservation Fund Grant – Ron Long Page 19
7. **Discussion and Possible Recommendations regarding Communications and Proposals between Council Members that resulted in an Open Meeting Law Violation and a Prescribed Protocol to Self-Report to the Attorney General’s Office.** Staff Resource Cindy Pemberton Page 21
8. **Discussion and Consideration to direct staff to process the USDA grant awarded in the amount of \$60,000 to the Camp Verde Arena Association for purchase of bleachers and other associated items.** Staff Resource – Russ Martin Page 27
9. **Presentation, Discussion and Possible Approval of a Development Incentive Agreement between the Town of Camp Verde, an Arizona Municipal Corporation and Verde Commercial, LLC, a Minnesota limited liability Company.** Staff Resource – Steve Ayers Page 33
10. **Discussion, Consideration and Possible Approval by the Mayor and Common Council of the Town of Camp Verde, Arizona, for the acceptance of the bid amount of \$1,250 for a portion of APN 404-12-319 and \$1,250 for a portion of APN 404-12-320, as surplus property, as published in accordance with A.R.S §9-402. The proposed surplus parcels combined are approximately 9,045 square feet in size, located behind 3565 S. Quirt Circle, APN 404-12-332A, in Camp Verde, Yavapai County, Arizona.** Staff Resource Russ Martin and Melinda Lee Page 50
11. **Discussion, Consideration and Possible Approval by the Mayor and Common Council of the Town of Camp Verde, Arizona, to proceed with the publication of a legal notice for “Request for Qualifications” of local real estate agents to select for the sale of surplus property. The proposed property is located at 4092 E. Cripple Creek Drive, APN 404-13-401, in Camp Verde, Yavapai County, Arizona.** Staff Resource Russ Martin and Melinda Lee Page 61
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. Adjournment**

<p>CERTIFICATION OF POSTING OF NOTICE</p> <p>The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Town of Camp Verde and Bashes on <u>07-30-2020</u> at <u>3:00 p.m.</u></p> <p><u>Cindy Pemberton</u></p> <p>Cindy Pemberton, Town Clerk</p>
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Note: Pursuant to A.R.S. §38-431.03. (A)(1); (A)(2) and (A)(3), the Council may hold an Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the agenda, or discussion of records exempt by law from public inspection associated with an agenda item.

Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All legal action of public bodies shall occur during a public meeting. The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0021

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DRAFT MINUTES
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

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

2. Roll Call

Present via Zoom were Council Members Joe Butner, Bill LeBeau, Jessie Murdock and Robin Whatley, Vice Mayor Dee Jenkins and Mayor Charles German. Councilor Buck Buchanan was present in Council Chambers.

Also Present

Town Manager Russ Martin and Town Clerk Cindy Pemberton were present in Council Chambers. Attending via Zoom were Town Finance Director Mike Showers, Community Development Director Melinda Lee, Camp Verde Marshal Corey Rowley and Council Candidate Cris McPhail.

3. Pledge of Allegiance

Councilor Buck Buchanan led the Pledge from Council chambers.

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
- 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.

A motion was made by Councilor Murdock to approve the consent agenda, and seconded by Councilor LeBeau. The motion carried unanimously with Mayor German, Vice Mayor Jenkins and Councilors Murdock, Whatley, LeBeau, Buchanan and Butner 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))

There were no requests from the Public for items not on the Agenda.

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

Mr. Showers outlined the necessity of an officially designated agent in regard to the CARES Act and possible reimbursement for COVID-19 related items. This resolution would give the Finance Director the authority as applicant agent to submit requests for reimbursement. He has already filed the first request, but it is being held until this designation can be made.

A motion was made by Councilor Robin Whatley for 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. The Motion was seconded by Vice Mayor Dee Jenkins. The Motion carried unanimously, with approval by Councilors LeBeau, Butner, Buchanan, Whatley, Murdock, Vice Mayor Jenkins and Mayor German.

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

Community Development Director Melinda Lee shared a letter of support from Jennifer May, a neighbor of Alcantara Winery. Ms. Lee then presented facts regarding existing use permits, and how the existing Yavapai County zoning designations are compatible with current zoning and use permit processes of Camp Verde. It is acknowledged that the developer intends to continue with proposed development, which includes a future wastewater treatment facility.

Town Clerk Cindy Pemberton made a call for Nancy Futral, who had wished to speak but was not available.

A motion was made by Councilor Jessie Murdock to approve 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. The motion was seconded by Councilor Robin Whatley, and carried with approval by Mayor German, Vice Mayor Jenkins and Councilors Butner, LeBeau, Buchanan, Whatley and Murdock.

- 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

Community Development Director Melinda Lee explained that all Arizona State Requirements have been met in regard to the percentage of property owners in favor of the annexation, the requirement being 50%. In actuality, 100% of the property owners involved are in favor.

Town Manager Russ Martin stated that concerns over waste water services at

Alcantara will be addressed at a later date, as development occurs on the property.

Mr. Martin addressed a question posed by the press regarding estimated sales tax revenue, and reported that the owners estimated approximately \$40,000 annually.

He then turned the floor over to Camp Verde Marshal Corey Rowley, who is confident that he has the staff and resources to cover the area.

A motion was made by Councilor Jessie Murdock for 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. The motion was seconded by Councilor Buck Buchanan, and carried unanimously with approval by Mayor German, Vice Mayor Jenkins, and Councilors Whatley, Butner, LeBeau, Buchanan and Murdock.

9. Presentation, Discussion and Possible Approval of Quarterly Report from the Planning and Zoning Commission. Staff Resource: Melinda Lee

Town Clerk Cindy Pemberton explained that agenda Items number nine and ten should be presentations only; no motion or approval is necessary.

Community Development Director Melinda Lee did not have anything to add to the report in the Council packet.

10. Presentation, Discussion and Possible Approval of Quarterly Report from the Board of Adjustment and Appeals. Staff Resource: Melinda Lee

No motion or approval is necessary; presentation only per town clerk Cindy Pemberton.

Community Development Director Melinda Lee added that they did have the follow-up meeting yesterday, July 14th, and the item was approved by the Board.

11. PRESENTATION, DISCUSSION AND POSSIBLE APPROVAL OF EMERGENCY PURCHASE OF POLICE VEHICLES COREY ROWLEY

Marshal Corey Rowley explained that the department leases their vehicles through Enterprise, and auto production is down at this time due to the economy and production of ventilators and COVID-19 related items. Enterprise was able to find

vehicles in Michigan. However, there are four other departments that also want these vehicles, and he needs approval this week or else it may not be possible to acquire vehicles until April or May of next year. He stated that he has had Officers on calls and their vehicles have failed, resulting in the need for towing services.

Councilor Bill LeBeau made a motion to approve the immediate purchase of five police vehicles. Councilor Jessie Murdock seconded the motion, which carried unanimously with approval by Councilors Buchanan, Whatley, Butner, LeBeau, Murdock, and Mayor German and Vice Mayor Jenkins.

12. Covid-19 Update. Staff Resource Russ Martin

Town Manager Russ Martin shared the unfortunate news that after all the hard work on the Land and Water Conservation Grant associated with the park, funding is on indefinite hold due to the inability to do the required consultations with Native American Tribes. The Tribal Cultural Offices are closed at this time due to COVID-19 and it could possibly be March before funding is released. They are working through options on the grant, but will not have an answer for a couple of weeks.

Mr. Martin then gave details about development of the park in the meantime. They have closed on the 2.5-million-dollar loan, and will draw what is needed to continue work on the park, drawing only what is needed so as to save as much as possible for the possible grant match in the future.

Finance Director Mike Showers reported that Camp Verde has had their best month ever, with June's sales tax revenue being \$480,000, erasing 77,000 of the budget shortfall for the year. He discussed the four sectors of the economy that did really well; construction, retail, restaurants, and accommodation. He then gave an analysis of those figures.

Vice Mayor Jenkins wanted to know the variation between the budget and actual expense. Mr. Showers will look into those numbers and have information, possibly by next meeting.

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

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Ron Posten came to Council Chambers specifically to publicly thank all of the behind-the-scenes people who are physically taking care of the town. He commended the volunteers that he saw working at the library, town workers he noticed taking care of landscaping at Rezzonico Park, and those who deliver meals

to folks in Camp Verde every day. He also commended the Mayor and supervisors for the job they do, as well.

- 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.

Councilor Joe Butner went to the Rodeo Arena site and reports noticeable improvement. He noted the presence of millings, and of the dirt work that has been done on the road. He was very impressed, and is grateful for the substantial progress, noting that the road coming in has been widened as well.

Mayor German was also out there, and reports noticeable improvement in drainage regarding the road into the park.

Mayor German stated that he has attended several Zoom meetings, including NACOG meetings. He reported the increase in the number of meals to be absolutely amazing, and notes that there is still a waiting list for assistance.

- 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.

No news to report at this time.

- 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).**

Councilor Jessie Murdock made a motion to go into Executive Session. The motion was seconded by Councilor Joe Butner. The motion carried unanimously, with Vice Mayor Jenkins, Mayor German and Councilors Whatley, LeBeau, Buchanan, Butner and Murdock approving.

Council went into Executive Session at 7:19 p.m.

Council reconvened to Regular Session at 8:00 p.m. Mayor German noted there will be no further discussion at this time, and that this Agenda item will be put forth at a later date for discussion.

- 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).**

Councilor Jessie Murdock made a motion to go into Executive Session at 8:03 p.m. Councilor Bill LeBeau seconded the motion. The motion carried unanimously, with Mayor German, Vice Mayor Jenkins and Councilors Whatley, Butner, Buchanan, LeBeau and Murdock approving.

Council went into Executive Session at 8:03 p.m.

Council reconvened into Regular Session at 8:18 p.m. Mayor German indicated there was no there will be no further discussion.

- 18. Adjournment**

Mayor German adjourned the meeting at 8:20 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 15, 2020. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2020.

Cindy Pemberton, Town Clerk

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Verde Valley Senior Citizens' Association, Inc.

PRESENTATION TO TOWN OF CAMP VERDE CITY COUNCIL

AUGUST 5, 2020

To: Rt. Honorable Mayor Charles German and Council Members:

On behalf of the Verde Valley Senior Citizens' Association, Inc. Board of Directors, and the staff and clients of the Verde Valley Senior Center, I send greetings and best wishes.

As the Executive Director of the Verde Valley Senior Center, I wish to make a request for the following considerations from the Town of Camp Verde:

\$15,000.00 to be applied to the home delivered meal service provided to home delivered meal recipients located in the Town of Camp Verde.

\$25,000.00 to be applied to the purchase of a new vehicle to provide meal deliveries in Camp Verde.

The justification for requesting the above amounts is simple. The cost of providing the nutrition service to Camp Verde is approximately \$100,000.00 per year. (See attached projection for Camp Verde costs).

The cost of providing a vehicle and paid driver to ensure safe delivery costs approximately \$49,000.00 per year. (See attached projection for Camp Verde costs). This includes 1 paid driver, ERE, related taxes, gasoline, volunteer mileage reimbursements, repairs and maintenance).

The Verde Valley Senior Center has one paid home delivered meal driver and he delivers to the East Valley. This is due to the seriousness and importance this facility has placed on serving the elderly residents of Camp Verde. They are dependent upon the Meals-on-Wheels program to stay healthy and alive – virus or no virus.

For years, Monday through Friday, a vehicle that the V.V. Senior Center has provided, driven by a paid driver, is packed with insulated bags and ice chests full of hot and cold nutritious foods, leaves our facility and heads toward McGuireville where it meets a volunteer driver from Lake Montezuma. The full bags of food are transferred to the volunteer's vehicle and the empty bags from the day before are collected and then our Camp Verde paid driver proceeds to deliver meals to the outlying areas of Camp Verde as he makes his way to meet two other volunteer drivers who deliver to the downtown area and Verde Lakes. Currently we have another volunteer driver who lives in Cottonwood who delivers to another outlying area of Camp Verde. All volunteer drivers are reimbursed gas mileage. Our paid driver then home delivers to the clients on his route in Camp Verde. We have four routes each delivery day just in Camp Verde.

What we do requires a great deal of coordination by our Home Delivered Meal Supervisor, Geri. Her job is to find volunteer drivers, help them with the paperwork to obtain Level One Fingerprint Clearance cards, check references, provide orientation, schedule them to drive with an existing driver as part of their training, and assign them a route. Geri takes all of the information sent from NACOG'S central intake personnel and case managers, makes note of each clients specific needs, visits with each client regarding their diet, whether or not they have animals, obtains directions to their home and then maps it out for the volunteer drivers. After

assigning them to a delivery route Geri then informs the volunteer driver of any specific needs of the client and explains any other directions they may need.

NACOG's contract with the V.V. Senior Center for the new fiscal year 2020/2021, is \$142,320.00. That equates to \$11,860.00 per month. That amount does not even cover the food bill. It is left in our lap to raise the money for the rest of the program which will cost approximately \$600,000.00 over the next 12 months (under normal circumstances).

During COVID-19, NACOG did reimburse us for all meals served from mid-March through June 30, 2020.

Here is the NACOG formula for this year's home delivered meals:

For the first 707 home delivered meals produced we shall be reimbursed at the rate of \$9.00 per meal. During the past fiscal year, the V.V. Senior Center home delivered 73,551 meals.

19,680 of those meals were directly for Camp Verde. Approximately 27% of our total deliveries are to the Town of Camp Verde residents. Not including the additional meals that we served to Camp Verde clients in April, May and June, we served 14,885 meals in FY 2019/2020. This is an increase of 2,231 meals above FY 2018/2019. (See attached document).

The following is a brief update of the trials that our organization has had to face in the past year:

The Verde Valley Senior Center was flooded in April, 2019 from the upstairs on down, and during the next few months we operated from a very small kitchen located in the back of Main Stage in Cottonwood whilst major repairs were performed. Despite extraordinarily difficult working conditions and having to haul food deliveries from one operation to another, the staff and volunteers of the senior center still managed to produce and deliver meals on wheels to the home-bound elderly throughout the Verde Valley.

Despite the fact that in recent months during the Corona Virus pandemic, hiring additional personnel to assist us in our dietary department is close to impossible.

On March 16, 2020 we closed our dining room and have provided take away meals at the door for those who normally frequent our facility. From April, 2020 through June 30, 2020 we provided enough food for 2 meals per day, 7 days per week to all home delivered meal participants and to our take-away meals clients at the door. Because of additional training and emphasis on safe food handling and contact with our clients, we know of no one client who may have contracted the virus. The additional costs to the senior center for hand sanitizer, masks and disposable gloves is astronomical. Through our regular purveyor, gloves have just increased from \$33.00 per case of 1,000 to \$88.00 per case of 1,000. The additional cost for food packaging materials is now \$5,000.00 per month. *I would respectfully request Camp Verde consider helping us with their fare share of those costs.*

Despite all of the above, we are still maintaining our quality and adhering to State regulations regarding nutritional standards and required daily allowances of vitamin A, vitamin C, grains and fiber. We have experienced food shortages, price increases, late deliveries, no deliveries and are constantly making menu adjustments. But, we have prevailed!

We have distributed cereal and toilet paper and other miscellaneous items to all of our clients.

Many of our clients are veterans. Many of our clients suffer from depression and chronic illnesses. One thing they will not suffer from is starvation because we are there! With a meal! With a smile! Bringing HOPE!

We are dedicated to meeting a critical need to the home-bound elderly citizens of Camp Verde. Without this essential service, people will die – slowly, of starvation.

Remember - We are a LIFELINE to the senior community.

We do more and more for less and less!

Senior Lives Matter!

We are serving the invisible segment of your population!

Respectfully requested,

A handwritten signature in black ink that reads "Elaine Bremner". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Elaine Bremner

Executive Director

Verde Valley Senior Center

Email: elaine.vvseniorcenter@gmail.com

(928) 634-5450

**Verde Valley Senior Center
Town of Camp Verde
Projection of Current Year
2020-2021**

	Camp Verde (Home Delivered Meals)
Ordinary Income/Expense	
Income	
417 · City Donations	
417.1 · Camp Verde Town Donation	7,500.00
Total 417 · City Donations	7,500.00
407 · NACOG Contract - C.V. Portion	20,412.00
Total 407 · NACOG Contract - C.V. Portion	20,412.00
450 · Home Delivered Meals Revenue	
450.1 · Camp Verde	4,810.81
Total 450 · Home Delivered Meals Revenue	4,810.81
Total 455 · Program Income	32,722.81
Total Income	32,722.81
Gross Profit	32,722.81
Expense	
600.1 · Personnel Expenses	
626 · Wages - Van Drivers	18,197.53
619 · Wages - Kitchen	16,895.17
617 · Wages - Admin	5,102.21
Total 600.1 · Personnel Expenses	40,194.91
600.2 · Employee Related Expenses	
631.01 · Taxes-FICA/Medicare	3,074.91
631.03 · Taxes - SUTA	300.43
631.04 · Workers Comp Ins	339.31
Total 600.2 · Employee Related Expenses	3,714.65
605 · Auto	
604 · Gasoline	1,958.04
607 · HDM Volunteer Mileage Reimb.	2,406.86
639 · Repairs & Maintenance	1,125.71
Total 605 · Auto	5,490.61
615 · Supplies	
609 · Home Delivery Meal Containers	8,539.30
612 · Meals & Raw Food	39,380.36
Total 615 · Supplies	47,919.66
606 · Insurance	
606.02 · Auto	3,011.52
Total 606 · Insurance	3,011.52
661 · Telephone, Internet, Cell Phone	303.70
Total 600.6 · Operating Expenses	100,635.05
Total Expense	100,635.05
Net Ordinary Income	-67,912.24

VERDE VALLEY SENIOR CENTER
CAMP VERDE HDM vs TOTAL HDM
HOME DELIVERED MEAL SERVICE BY FISCAL YEAR

MONTH	FISCAL YEAR 2017 / 2018			FISCAL YEAR 2018 / 2019			FISCAL YEAR 2019 / 2020		
	# OF MEALS			# OF MEALS			# OF MEALS		
	CAMP VERDE	TOTAL HDM	% of TOTAL	CAMP VERDE	TOTAL HDM	% of TOTAL	CAMP VERDE	TOTAL HDM	% of TOTAL
JULY	853	3,697	23%	1189	4350	27%	1121	4082	27%
AUGUST	979	4,016	24%	1182	4455	27%	1067	4105	26%
SEPTEMBER	974	3,761	26%	930	3747	25%	915	3594	25%
OCTOBER	1025	3,895	26%	1054	4296	25%	1077	4315	25%
NOVEMBER	995	3,913	25%	981	4072	24%	1063	4076	26%
DECEMBER	922	3,741	25%	1030	4093	25%	1300	4717	28%
JANUARY	995	4,118	24%	1,018	4,021	25%	1,258	4,416	28%
FEBRUARY	868	3,709	23%	992	3,846	26%	1,058	3,859	27%
MARCH	1,033	4,172	25%	1,057	3,915	27%	1,231	4,527	27%
APRIL	1,040	4,177	25%	1,154	4,186	28%	3,355	12,499	27%
MAY	1,118	4,418	25%	1,123	4,086	27%	3,069	11,182	27%
JUNE	1,169	4,259	27%	944	3,387	28%	3,166	12,179	26%
TOTALS	11,971	47,876	25%	12,654	48,454	26%	19,680	73,551	27%

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TOWN OF CAMP VERDE



Memorandum Public Works Department

To: Russ Martin, Town Manager

From: Ron Long, Public Works Director

Date: July 27, 2009

Re: Project Update for Phase 1B of the Camp Verde Sports Complex and the Current Status of the Land and Water Conservation Fund Grant

On Monday July 13, 2020 the Town was notified by Arizona State Parks that all new Land & Water Conservation Fund (LWCF) projects are on hold. LWCF projects will have to be resubmitted in January 2021 with a possible start date in March. The delay was explained by AZ State Parks to be a result of Tribal closures for COVID-19 and the Federal requirement for Tribal Consultation for Historic Preservation prior to approval of the grant funding.

This action will have the effect of putting the Sports Complex on hold until at least March 2021 when the LWCF Grant funding will again be available. The LWCF Grant currently requires a 50/50 match for the \$2.5 Million grant that the Town is pursuing, thus compelling the Town to hold off spending any of the \$2.5 Million Bond which will be needed in whole for the match. Town Staff has met with our contractor, Tierra Verde Builders (TVB), on the possibility of putting the Sports Complex project on hold until at least next March and to keep spending under the \$3,060,223 currently budgeted for Phase 1B. In support of our effort to secure the \$2.5 million grant; TVB has agreed with placing the project on hold after the sod and irrigation infrastructure is installed, and is willing to issue a deductive change order to remove any improvements that can wait until we receive the LWCF grant. Improvements that would be removed until funding is available are; Field Lighting, Goal Posts, Scoreboards, Back Stops, Field Fencing, Dugouts, and the Infield Soil for the Baseball Fields, reducing the contract amount to approximately \$2,972,700.

However there is some good news. The "Great American Outdoors Act" passed through Congress last week with bipartisan support which will permanently fund the LWCF program. There is some anticipation that the Act could change the match requirements to a more favorable 20/80 match but this can't be confirmed at this time. If the match were to change to 20/80 this would allow the Town to continue constructing Phase 1B with the need to hold approximately \$600,000 to \$700,000 for the match and processing fees. In other words the Town could spend up to \$1.8 Million of the Bond on improvements and still have enough funding for the required match to secure the full \$2.5 Million.

Regardless of which way the match requirements end up, the Sports Complex will be heading in a good direction. In either match scenario; the grass will have time to establish itself prior to use and we can begin the architectural design work on the Restroom/Concession building which can be counted as part of the match.

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Agenda Item Submission Form – Section I

Meeting Date:

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

Requesting Department: Discussion and Possible Recommendation Regarding Communications and Proposals between Council Members that Resulted in a Quorum

Staff Resource/Contact Person: Cindy Pemberton

Agenda Title (be exact): Discussion and Outcome of Open Meeting Law Violations.

List Attached Documents: Email Correspondence and Proof of Self-Reporting to the Attorney Generals Office

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 10 minutes

Reviews and comments Completed by:

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

Background Information: On July 17, 2020 an email was submitted to Town Manager Russ Martin along with all members of the Council by Council Member LeBeau. A proposal was made to prioritize weed removed around the Sports Complex Walking Path. The correspondence was responded to by Council Member Buck Buchanan thus creating an Open Meeting Law Violation. After use of resources, the Town Clerk self-reported to the Attorney Generals Office to declare the violation.

Recommended Action (Motion): Approve that Members LeBeau and Buchanan attend an Open Meeting Law Training.

Instructions to the Clerk: The Clerk will provide training to all after the November Elections.

From: [Cindy Pemberton](#)
To: [Cindy Pemberton](#)
Bcc: [Buck Buchanan](#)
Subject: FW: Sports Complex Walking Path
Date: Friday, July 17, 2020 1:15:53 PM

Mayor and Council,

Do NOT respond all to Bill's email. This is an open meeting law violation because you are now discussing town matters in a private forum. This a discussion that has not been agendized. All Council members are required to notify the Town Clerk should they wish to discuss something with the Council. Councilor Lebeau, in the future, please communicate with only the Town Clerk or Town Manager regarding your concern and we will notify Council appropriately to avoid potential future violations.

Thank you,
Cindy Pemberton

----- Original message -----

From: Buck Buchanan <Buck.Buchanan@campverde.az.gov>
Date: 7/17/20 11:54 AM (GMT-07:00)
To: Bill LeBeau <Bill.LeBeau@campverde.az.gov>, Russ Martin <Russ.Martin@campverde.az.gov>, Joe Butner <Joe.Butner@campverde.az.gov>, Dee Jenkins <Dee.Jenkins@campverde.az.gov>, Charles German <Charles.German@campverde.az.gov>, Jessie Murdock <Jessie.Murdock@campverde.az.gov>, Robin Whatley <Robin.Whatley@campverde.az.gov>
Subject: RE: Sports Complex Walking Path

This is truly a

embarrassment for anyone involved in town government I certainly hope it gets fixed emediately!

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Bill LeBeau <Bill.LeBeau@campverde.az.gov>
Date: 7/17/20 9:06 AM (GMT-07:00)
To: Russ Martin <Russ.Martin@campverde.az.gov>, Buck Buchanan <Buck.Buchanan@campverde.az.gov>, Joe Butner <Joe.Butner@campverde.az.gov>, Dee Jenkins <Dee.Jenkins@campverde.az.gov>, Charles German

<Charles.German@campverde.az.gov>, Jessie Murdock
<Jessie.Murdock@campverde.az.gov>, Robin Whatley
<Robin.Whatley@campverde.az.gov>, Bill LeBeau <Bill.LeBeau@campverde.az.gov>
Subject: Sports Complex Walking Path

The path around the sports complex is quickly being lost to weed growth. Attached are several photos.

The path gets considerable use, and it's present condition reflects poorly on the town's management. Would staff kindly prioritize weed removal along this popular park feature?

Thank you.

All messages created in this system belong to the Town of Camp Verde and should be considered a public record subject to disclosure under the Arizona Public Records Law (A.R.S. § 39-121 et seq.) Town employees, Town public officials, and those who generate email to them, should have no expectation of privacy related to the use of this technology. The content of this message may contain the private views and opinions of the sender and does not constitute a formal view and/or opinion of the Town unless specifically stated. The contents of this email and any attachments may contain confidential and/or proprietary information, and is intended only for the person/entity to whom it was originally addressed. Any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this email in error please notify the sender immediately by return e-mail and delete this message and any attachments from your system.

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

Please consider our environment before printing this email. P

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Please consider our environment before printing this email. 

From: webmaster@azag.gov on behalf of [Arizona Attorney General](#)
To: [Cindy Pemberton](#)
Subject: Submission: Open Meeting Law Complaint Form
Date: Monday, July 27, 2020 10:55:26 AM

Office of Arizona Attorney General

Mark Brnovich

Open Meeting Law Complaint Form

Submitted by:

Full Name: Cindy Pemberton
Street Address: 473 S. Main Street, Suite 102
City, State: Camp Verde, Arizona
Zip Code: 86322
Phone: 928-554-0021
E-mail Address: cindy.pemberton@campverde.az.gov

Public Entity Information

Business Name: Town of Camp Verde - Self-Reporting

Details of Complaint

Please describe the conduct that you believe violated the Open Meeting Law:

On July 17, 2020 at 9:06 a.m. Council Member Bill LeBeau sent an email to Town Manager Russ Martin and all members of the Council that resulted in an unintended quorum. Councilor LeBeau proposed that there was weed growth near a sports complex and needed to be cleaned. Upon receipt of e-mail, Council Member Buck Buchanan responded proposing that it get fixed immediately. I, Cindy Pemberton, Town Clerk was not included in the correspondence. However, it was forwarded to me by the Mayor and Town Manager. I immediately notified Mayor and all Council that this was a violation of Open Meeting Law.

List the date(s) on which you believe the violation(s) occurred:

7-17-2020

Please identify all members of the public body whom you believe violated the requirements of the Open Meeting Law:

Bill LeBeau
Buck Buchanan

Declaration: I declare under penalty of perjury, that the facts and statements contained in this declaration, including any attached statements, are true, correct, and based upon my personal knowledge. I understand that the information contained in this declaration can only be altered by submitting a new declaration. By choosing to submit this form electronically, I certify and agree that by entering my name in the space below, I bind and legally obligate myself to the same extent as I would by signing my name on a printed paper version of this form.

Cindy Pemberton

Attachments:

[webform_submission:values:attachments:nolabel]

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Please consider our environment before printing this email. 



Agenda Item Submission Form – Section I

Meeting Date:

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

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact): Discussion and consideration to direct staff to process the USDA grant awarded in the amount of \$60,000 to the Camp Verde Arena Association for purchase of bleachers, and other associated items.

List Attached Documents:

1. Award Letter

Estimated Presentation Time: 5 min

Estimated Discussion Time: 5 min

Reviews and comments Completed by:

Town Manager: Included in Background Department Head: _____

Town Attorney Comments: N/A

Risk Management: _____

Finance Department

Fiscal Impact: No impact.

Budget Code: _____ **Amount Remaining:** _____

Comments: It will be processed through the current account used to track expenses for the Arena and the expenditure will be temporarily out of and then placed back into that account once USDA funds are reimbursed to the arena association to allow for tracking.

Background Information: Arena association was awarded a \$60,000 grant from the USDA using the expenditures already allocated for matching. However, this large of an expense is not within the budget of the Arena nor does the Town have a remaining balance large enough to cover this expense up front until the USDA would reimburse. This would strictly be a temporary use of \$60,000 to cover the upfront expenses and then once reimbursement would be received the Town would be reimbursed directly.

Recommended Action (Motion): Move to direct staff to process the expenses and reimbursements associated with the CVAA USDA grant.



June 29, 2020

Camp Verde Arena Association
Ms. Mary Phelps
1648 S. Murdock Road
Camp Verde, AZ 86322

Re: Request for Obligation of Funds
CF Grant: \$60,000

Dear Ms. Phelps:

Funds have been obligated for your grant request and a copy of Form RD 1940-1, Request For Obligation of Funds, is enclosed. This letter serves as notification that the grant has been approved.

If you have any questions or need additional information, please call Vanessa Garcia at (602) 280-8745.

Sincerely,

Vanessa Garcia
for JEFFREY A. HAYS
Community Programs Director

USDA RURAL DEVELOPMENT
Arizona State Office
230 N. First Avenue, Suite 206
Phoenix, AZ 85003

Voice (602) 280-8745 | Fax (855) 699-8035 | TDD (602) 280-8705
USDA is an equal opportunity provider, employer, and lender.

CF Grant

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED ()			
Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 02-037-*****1244		LOAN NUMBER	FISCAL YEAR 2020
2. BORROWER NAME CAMP VERDE ARENA ASSOCIATION, INC.		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME Arizona	
		5. COUNTY NAME Yavapai	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - ASIAN 4 - HISPANIC 5 - API	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10 - PUBLIC COLLEGE/UNIVERSITY 11 - OTHER	8. COLLATERAL CODE 1 - REAL ESTATE SECURED 2 - REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 6 1 - MALE 2 - FEMALE	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10 000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000		18. USE OF FUNDS CODE (See FMI)	
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 237 (See FMI)	20. PURPOSE CODE 1	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN		25. AMOUNT OF GRANT \$60,000.00
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR 06/19/2020	28. INTEREST RATE 0%	29. REPAYMENT TERMS
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 3 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)		32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN	
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR 06/19/2020		34. BEGINNING FARMER/RANCHER (See FMI)	

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder COPY 1 - Finance Office COPY 2 - Applicant/Lender COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

Must meet requirements set forth in Letter of Conditions dated 06/17/2020

See attached Exhibit A.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date June 17, 2020

[Handwritten Signature]

(Signature of Applicant)

Date _____, 20____

(Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

Typed or Printed Name: DEBRA STEWART
Date: 2020.06.19 06:12:52 -07'00'

Date Approved: 06/19/2020 Title: _____

38. TO THE APPLICANT: As of this date 06/29/2020, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

EXHIBIT A to Form RD 1940-1, Request for Obligation of Funds

The grantee understands the requirement for receipt of funds under the Community Facilities Grant program. The grantee assures and certifies that it is in compliance with all applicable laws, regulations, Executive Orders, and other applicable requirements, including those set forth in Form RD 3570-3, 7 CFR parts 3015, 3016, or 3019 as subsequently modified, and the letter of conditions. The following conditions may apply if CFG funds were used to purchase equipment or obtain or improve real property.

~~The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.~~

The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 7 CFR parts 3015, 3016, or 3019 in effect at this time and as may be subsequently modified.



Agenda Report Form – Section I

Meeting Date: August 5, 2020

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

Requesting Department: Economic Development Dept.

Staff Resource/Contact Person: Steve Ayers

Agenda Title (be exact): Presentation, discussion and possible approval of a Development Incentive Agreement between the Town of Camp Verde, an Arizona Municipal Corporation and Verde Commercial, LLC, a Minnesota limited liability Company.

List Attached Documents: 1) Development Incentive Agreement

Estimated Presentation Time: 10 min

Estimated Discussion Time: 10 min

Reviews and comments Completed by:

- Town Manager: _____
- Department Head: Steve Ayers
- Town Attorney Comments: This has been authored, reviewed and changed to its current form by the Town's Attorney
- Risk Management: _____
- Finance Department
Fiscal Impact:
Budget Code: _____ Amount Remaining: _____
Comments:

Background Information:

Verde Commercial, LLC, owns an 81-acre parcel at SR-260 and Interstate 17. Verde Commercial is not only anxious to begin development on the property, but also involved in negotiations on a handful of proposed projects that, if successful, would become significant contributors to Camp Verde's economy. For that reason, and because there is a significant cost to developing the infrastructure that will serve the 81 acres, Verde Commercial is asking the Town of Camp Verde to partner in a portion of those development costs.

The proposed Development Incentive Agreement calls for Verde Commercial to fund, up front, the entire cost of the infrastructure improvements, with the Town's participation coming in the form of construction tax rebates, reimbursed

to Verde Commercial only as development occurs. The agreement also caps the construction tax rebate at \$600,000 and terminates after ten years.

The tax rebate would be issued across two construction phases. Phase one includes construction of a \$2 million roadway and utility extension on Goswick Way, along with the construction of a \$9 million RV/boat storage facility. The town would agree to rebate 50 percent of the construction tax collected from the construction of the roadway and extension and storage facility. Phase Two would be the construction of the roadway from Homestead Parkway, tying into Goswick Way, along with whatever development may occur outside of the RV storage facility in Phase One.

Rebates for Phase 2 would be structured as follows: For development projects that generate sales tax revenue, specifically retail and hospitality after construction, Provident would receive 100 percent rebate of just the construction sales tax. For projects that do not have a sales tax revenue source, such as warehouse, industrial or storage, the Town would again only rebate Provident 50 percent of the construction sales tax.

The thought behind the structuring of the Development Incentive Agreement is as follows: Because Provident is paying for all of the roadway improvements up front, they would be incentivized to develop the property as quickly as possible. Furthermore, the percentage of the rebate will be based on giving a 100 percent rebate for projects that would, once constructed, provide an immediate revenue source in the form of sales tax and a 50 percent rebate to those that don't.

Additional points to consider:

- Both sales tax generating businesses and non-sales tax generating businesses would, upon completion, become immediate tax revenue sources
- The Town retains all of the TPT sales tax revenue generated by any business located within the 81-acre project area.
- To date, Provident, Verde Commercial's parent company, has invested or is committed to investing \$100 million and has yet to ask for any financial incentives

Recommended Action (Motion): Move to approve the Development Incentive Agreement between the Town of Camp Verde, an Arizona Municipal Corporation and Verde Commercial, a Minnesota limited liability company.

Instructions to the Clerk:

When Recorded Return To:

Town Clerk
Town of Camp Verde
473 South Main Street
Camp Verde, Arizona 86322

DEVELOPMENT INCENTIVE AGREEMENT

THIS DEVELOPMENT INCENTIVE AGREEMENT ("Agreement") is made and entered into as of the ___ day of _____, 2020 (the "Effective Date"), by and between the TOWN OF CAMP VERDE, an Arizona municipal corporation ("Town"), and VERDE COMMERCIAL LLC, a Minnesota limited liability company ("Verde Commercial" or "Owner") (collectively, the "Parties").

RECITALS

- A. Owner desires to develop a commercial project on two parcels comprising approximately 81 acres located south of the Interstate 17 and State Route 260 interchange within the Town's limits, known as Yavapai County Assessor's Numbers 403-22-035A and 403-22-035H as more specifically described in Exhibit A, attached hereto and incorporated by reference (the "Property").
- B. Owner intends to develop the southwestern portion of the Property for storage of recreational vehicles ("RV") and boats ("RV/Boat Storage") at the southwest corner of the Property in a first phase ("Phase One") as more specifically depicted in the site plan, dated February 3, 2020, attached as Exhibit B ("Site Plan"). The balance of the Property will be developed for retail, hospitality, commercial, industrial, warehouse, or other similar use depending on tenant interest in a future phase ("Phase Two") (the Phase One and Phase Two developments are collectively referred to as the "Project").
- C. Town and Owner hereby acknowledge and agree that Owner's obligation to develop the Project will result in significant benefits accruing to the Town and the general public including, without limitation, expansion of the employment base within the Town, increased property values, increased tax revenues, and incentivizing the development of adjacent properties, and will improve or enhance the economic welfare of the citizens of Camp Verde.
- D. In connection with the construction of Phase One, Owner will build a public roadway on the Property in phases as depicted in the Site Plan that will become a loop road upon the completion of Phase Two as described in Section 2.1 below (the "Public Roadway Improvements"). Town has agreed to offset Owner's costs to construct the Public Roadway Improvements by reimbursing a portion of sales tax paid for construction of the Project ("Construction Sales Tax Reimbursement") as described in this Agreement.

Commented [BS1]: There are no deadlines. Given that the Town is not coming out of pocket and the developer is fronting the improvement costs, the developer has the incentive to get the project built and cash flowing.

- E. Owner will undertake all actions required by Town in order to obtain permits for the Project and to construct the Project pursuant to the terms and conditions set forth in this Agreement and complying with all Town rules and regulations.
- F. The Parties acknowledge that this Agreement constitutes a “Development Agreement” within the meaning of Arizona Revised Statutes (“A.R.S.”) § 9-500.05, and that, accordingly, it shall be recorded against the interest of the Owner in the Property in the Office of the Yavapai County Recorder to give notice to all persons of its existence and of the Parties’ intent that the burdens and benefits contained herein be binding on and inure to the benefit of the Parties and all their successors in interest and assigns.
- G. Town has determined that the Project is in accordance with the Town’s C-2 PAD zoning designation and General Plan’s Finnie Flat Character Area designation in place on the date of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Recitals.**

- 1.1. The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated into this Agreement by this reference.

2. **Agreements.**

- 2.1. Public Roadway Improvements. As part of Phase One, Owner shall construct an extension of North Goswick Way and dedicate public right-of-way through the Property as depicted in the Site Plan (“Goswick Extension”). As part of Phase Two, Owner shall construct an extension of Homestead Parkway and dedicate public right-of-way to connect with the Goswick Extension as a loop through the Property as depicted in the Site Plan (“Homestead Extension”). Together, the Goswick Extension and Homestead Extension constitute the Public Roadway Improvements. All Public Roadway Improvements shall be constructed in accordance with all Applicable Laws and shall be subject to review and inspection by the Town pursuant to Applicable Laws.

Commented [BS2]: Russ and Steve: could you confirm that this is correct? Thx

- 2.2. Construction Sales Tax Reimbursement. In connection with construction of the Project, Owner shall pay or cause to be paid Town’s current three percent (3%) transaction privilege tax rate for construction contracting pursuant to Section 8-415 of the Town of Camp Verde Tax Code (“Construction Sales Tax”). Town agrees to reimburse Owner for the cost to construct the Public Roadway Improvements in an amount not to exceed \$600,000 (“Maximum Reimbursement”) as set forth in this Section 2.2.

- (a) Phase One. For improvements constructed in Phase One, the Town agrees it shall reimburse Owner an amount equal to fifty percent (50%) of each and every payment of Construction Sales Tax for Phase One construction that the Town has received as of the date of the final certificate of occupancy for the RV/Boat Storage within 30 days of issuance of a final certificate of occupancy for the RV/Boat Storage user.

(b) Phase Two. For improvements constructed in Phase Two, the Town agrees that to the extent its Construction Sales Tax Reimbursement has not met the Maximum Reimbursement, it shall reimburse Owner (i) one hundred percent (100%) of Construction Sales Tax paid for construction of improvements for any retail or hospitality user that the Town has received as of the date of the final certificate of occupancy for the improvements within 30 days of issuance of a final certificate of occupancy for each such user, and (ii) an amount equal to fifty percent (50%) of each and every payment of Construction Sales Tax paid for construction of improvements for any other user, including warehousing, industrial, or storage, that the Town has received as of the date of the final certificate of occupancy for the improvements within 30 days of issuance of a final certificate of occupancy for each such user.

Commented [BS3]: Is this the deal?

(c) Audit.

(i) Determination of Allocated Revenues Received by the Town. The Town Manager (or his designee) shall determine the amount of the Construction Sales Tax Reimbursement payment.

(ii) Computation and Report of Revenues. Within forty-five (45) days following the end of each Town fiscal year, the Town will deliver to the Owner a statistical report of all Construction Sales Taxes generated from taxable activities subject to this Agreement.

(iii) Audit and Contest. Owner shall have the right to audit and contest the Town Manager's (or his designee's) determination of the Construction Sales Tax Reimbursement payment owed to Owner for each payment under this Agreement.

(d) Timing. The Construction Sales Tax Reimbursement provided for in this Section 2.2 shall terminate upon the earlier to occur of (i) payment of the Maximum Reimbursement or (ii) at the expiration of the Term of the Agreement but shall only apply to the initial construction of each phase of the Project and not any additional or future redevelopment of the Property.

2.3. Assignability. The Construction Sales Tax Reimbursement provided by the Town to the Owner pursuant to this Agreement may be assigned by the Owner to any other party, including any successor owner of the Property or any portion thereof. The Owner shall provide the Town notice as provided in Section 7.1 of any such assignment and the identity of the successor (and chief executive, manager or operator, as applicable). This Agreement binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

3. **Applicable Laws**. The development of the Property shall be subject to all federal, state, county and local laws, ordinances and regulations ("Applicable Laws) in existence as of the Effective Date that are applicable to the Property. Except for the following exceptions, Town shall not

impose or enact any additional Applicable Laws that adversely impact the ability to develop the Property for the Project:

- 3.1. Amended or new Town ordinances and regulations specifically agreed to in writing by Owner;
- 3.2. Amended or new Town ordinances or regulations necessary to comply with county, state and federal laws and regulations in effect at that time;
- 3.3. Amended or new Town ordinances and regulations reasonably necessary to alleviate threats to public health and safety, provided such Town ordinances and regulations shall be applied uniformly and not arbitrarily to all areas that are subject to the similar threat;
- 3.4. Changes to taxes, filing fees, review fees, inspection fees, or development impact fees that are imposed on or charged by Town to all similarly situated persons and entities; and
- 3.5. Future updates of, and amendments to, existing building, construction, plumbing, mechanical, electrical, drainage, and similar construction and safety-related codes, such as the Uniform Building Code, which updates and amendments are generated by a nationally recognized construction safety organization or by the county, state, or federal government, provided that such building or safety code updates and amendments are not applied discriminatorily against any portion of the Property; and further provided that such future updates shall not apply to any improvements for which a permit already has been issued, unless retroactive application is mandated by the State of Arizona, by Yavapai County, or by federal law.

Nothing herein shall be interpreted as relieving Owner from any obligations which it may have with respect to applicable regulations enacted by the federal government, Yavapai County or the State of Arizona. Nothing in this Agreement shall alter or diminish Town's authority to exercise its eminent domain powers.

4. Term.

- 4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of ten (10) years. The Agreement shall terminate automatically on the tenth anniversary of the Effective Date.

5. Default and Remedies.

- 5.1. Events Constituting Default. A party hereunder shall be deemed to be in default under this Agreement if such party breaches any obligation required to be performed by the respective party hereunder, and such breach or default continues for a period of twenty (20) days after written notice of the default, in the event of a monetary default, or ninety (90) days after written notice of the default, in the event of non-monetary default, from the non-defaulting party (or, if a non-monetary default cannot reasonably be cured within ninety (90) days, then the party shall be in default if it fails to commence the cure of such breach within the 90-day period and diligently pursue the same to completion).
- 5.2. Remedies. In the event that a party is in default under this Agreement and fails to cure such default within the applicable period of cure set forth in Section 5.1 above, the party or Parties not in default shall have all rights and remedies available at law or in equity as provided for in this Agreement.

6. Conflict of Interest; Representatives Not Individually Liable.

6.1. Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the Town shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to, and may be terminated by Town in accordance with the provisions of A.R.S. §38-511.

6.2. No Personal Liability. No member, official, officer, or employee of the Town shall be personally liable to the Owner, or any successor or assignee, (a) in the event of any default or breach by the Town, (b) for any amount which may become due to the Owner or its respective successor or assign, or (c) pursuant to any obligation of the Town under the terms of this Agreement. In addition, no member, agent, employee or regent of the Owner shall be personally liable to the Town (i) in the event of any default or breach by the Owner or the Town, (ii) for any amount which may become due to the Town, or (iii) pursuant to any obligation of the Owner or the Town.

7. General Provisions.

7.1. Notices. Any notice, request, approval, consent or document required or permitted in this Agreement (collectively, “Notices”, or individually a “Notice”) shall be in writing and delivered either personally or by private messenger service (including overnight courier) or by mail addressed as provided below. Any Notice shall be deemed to be given or received on the date received or refused. Any Notice to be given by any party hereto may be given by legal counsel for such party. Counsel for the Parties may give simultaneous Notice hereunder to the opposing party and its counsel. Any copy noted below as mandatory shall be sent simultaneously with the Notice to the Party. Each address shall for all purposes be as set forth below unless otherwise changed by Notice to the other party as provided herein:

To Owner: Verde Commercial LLC
Attn: Patrick Schwinghammer
2800 Niagara Ln N
Plymouth, MN 55447

Copy to: Carolyn Oberholtzer, Esq.
Bergin, Frakes, Smalley & Oberholtzer PLLC
4343 East Camelback Road, Suite 210
Phoenix, Arizona 85018

To Town: Town of Camp Verde
Attn: Russ Martin, Town Manager
473 South Main Street
Camp Verde, Arizona 86322

Copy to: Town Attorney
473 South Main Street
Camp Verde, Arizona 86322

- 7.2. Construction. Time is of the essence with respect to each provision of this Agreement. The language in all parts of this Agreement shall in all cases be construed as a whole and simply according to its plain meaning and not strictly for nor against any of the Parties, and the construction of this Agreement and any of its various provisions shall be unaffected by any claims, whether or not justified, that it has been prepared, wholly or in substantial part, by or on behalf of any of the Parties. The Parties do not intend to become, and nothing contained in this Agreement shall be interpreted to deem that the Parties are partners or joint venturers in any way. The singular includes the plural, and the plural includes the singular. A provision of this Agreement which prohibits a party from performing an action shall be construed so as to prohibit the party from performing the action or from permitting others to perform the action. Except to the extent, if any, to which this Agreement specifies otherwise, each party shall be deemed to be required to perform its obligations under this Agreement at its own expense, and each party shall be permitted to exercise its rights and privileges only at its own expense. "Including" means "including but not limited to." "Include" means "include but not limited to." "Any" means "any and all." Except to the extent context requires otherwise, "may" means "may but shall not be obligated to." "At any time" means "at any time and from time to time." An expense incurred on behalf of a party shall be deemed to have been incurred by the party. An obligation performed on a party's behalf and pursuant to its request or consent shall be deemed to have been performed by the party.
- 7.3. No Third Party Rights. Nothing in this Agreement shall be construed to permit anyone other than Owner and/or the Town and their respective successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third party beneficiary or otherwise) on account of any nonperformance hereunder.
- 7.4. Cooperation. The Parties hereby acknowledge and agree that they shall cooperate in good faith with each other and use best efforts to pursue the economic development of the Property as contemplated by this Agreement, provided that the obligations required by this Section 7.4 shall not impose a financial obligation not otherwise set forth in this Agreement or incurred by the respective party in the ordinary course of business.
- 7.5. Indemnity.
- (a) Indemnity by the Owner. The Owner shall pay, defend, indemnify and hold harmless the Town and its Town Council members, officers, officials, employees and agents from and against all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits (including reasonable attorney's fees, experts' fees and court costs associated) which arise from or relate in any way to any action or omission of Owner, or its employees, contractors, subcontractors, agents or representatives, undertaken under this Agreement; provided however, that the provisions of this Section 7.5(a) shall not apply to the extent any loss, damage or claim is based, upon an act or omissions of the Town, its employees, contractors, subcontractors, agents

or representatives. The foregoing indemnity obligations of the Owner shall survive the expiration or termination of this Agreement for a period equal to the applicable statute of limitations period.

- (b) Indemnity by the Town. To the extent permitted by law, the Town shall pay, defend, indemnify and hold harmless the Owner and their respective partners, shareholders, officers, managers, members, agents and representatives from and against all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities and suits (including reasonable attorney's and experts' fees and court costs associated) which arise from or which relate in any way to any negligent or willful act or omission by the Town, its employees, contractors, subcontractors, agents or representatives, undertaken in fulfillment of the Town's obligations under this Agreement; provided however, that the provisions of this Section 7.5(b) shall not apply to the extent any loss or damage or claims therefore which are attributable to acts or omissions of the Owner and/or its affiliates, or the respective agents, employees, contractors, subcontractors or representatives, and the Town shall have no defense obligations in any instance in which a claim is asserted based, in whole or in part, upon an act or omissions of the Owner, its employees, contractors, subcontractors, agents or representatives. The foregoing indemnity obligations of the Town shall survive the expiration or termination of this agreement for a period equal to the applicable statute of limitations period.

- 7.6. Dispute Resolution. If there is a dispute hereunder which the Parties cannot resolve between themselves after any applicable cure period, the Parties agree that there shall be a ninety (90) day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by nonbinding 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 the Parties to the dispute. In the event that the Parties cannot agree upon the selection of a mediator within ten (10) days, then within five (5) days thereafter, the Parties to the dispute 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 of experience in mediating or arbitrating disputes relating to commercial property development. The cost of any such mediation shall be divided equally between the Parties to the dispute, or in such other fashion as the mediator may order. The results of the mediation shall be nonbinding on the Parties, and any party shall be free to initiate litigation or arbitration as set forth herein upon the conclusion of mediation or ninety (90) days after the date the Parties first reached an impasse on the subject matter of the dispute, whichever occurs later. Notwithstanding the foregoing, in the case of a good faith dispute and until the resolution thereof, the Town and Owner shall continue to meet all obligations set forth in this Agreement, including providing incentives as set forth in Section 2, except to the extent such action is the subject of the dispute
- 7.7. Captions. The captions used herein are for convenience only and not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.
- 7.8. Force Majeure. The performance of either party and the duration of this Agreement shall be extended by any causes that are extraordinary or beyond the control of the party required

to perform, such as, but not limited to, a significant weather or geological event or other act of God, civil, or military disturbance, labor or material shortage (excluding those caused by lack of funds), initiative or referendum, confiscation or seizure by any government or public authority, acts of terrorism, or any epidemic, pandemic, plague, outbreaks of infectious disease or any other public health crisis, including quarantine or other personal movement restrictions, strikes, lock-outs, labor disputes, inability to procure materials, failure of power, or restrictive governmental laws or regulations (“Force Majeure Event”). The Parties acknowledge that the COVID-19 outbreak may constitute a Force Majeure Event. Nevertheless, the Parties have executed this Agreement in good faith believing they can comply with the terms hereof notwithstanding the COVID-19 outbreak.

- (a) Extension. The Term shall be extended for any Force Majeure Event either (i) day-for-day for the duration of the Force Majeure Event or (ii) as agreed in writing between the Town Manager (or his designee) and Owner.

- 7.9. Laws and Venue. This Agreement shall be governed by and construed in accordance with the Applicable Laws and laws of the State of Arizona without giving effect to conflicts of law principles. This Agreement has been made and entered into in Yavapai County, Arizona. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Yavapai (or, as may be appropriate, in the Justice Courts of Yavapai County, Arizona, or in the United States District Court for the District of Arizona, if, but only if, the Superior Court lacks or declines jurisdiction over such action). The Parties irrevocably consent to jurisdiction and venue in such courts for such purposes and agree not to seek transfer or removal of any court action.
- 7.10. Successors and Assigns. Except as set forth in Section 2.3 regarding assignability of the Construction Sales Tax Reimbursement, this Agreement shall run with the land and all of the covenants and conditions set forth herein shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.
- 7.11. Waiver. No waiver by any party of any breach of any of the terms, covenants, or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant, or condition herein contained
- 7.12. Severability. In the event that any phrase, clause, sentence, paragraph, section, article, or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.
- 7.13. Exhibits. All exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.
- 7.14. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties hereto, oral or written are hereby superseded and merged herein.

Commented [BS4]: This is new. They would like the council to delegate to the Town manager the power to extend. In an emergency I could see the delegation, but maybe only for extensions for a relatively short period of time. Do you want to discuss?. This will be needed if we add deadlines for their performance – see discussion above

- 7.15. Amendment. No change, addition or deletion is to be made to this Agreement, except by a written amendment approved by the Town Council and executed by the Parties. Although the material terms of this Agreement shall not be changed without Town Council approval, the Parties shall have the right (but not the obligation), upon their mutual agreement, to vary or modify minor, administrative, technical, or procedural terms of this Agreement.
- 7.16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument. Signature and acknowledgement pages may be removed from one counterpart and inserted into another counterpart to form a single document.
- 7.17. Recordation of Agreement. This Agreement shall be recorded in the Official Records of Yavapai County, Arizona, within ten (10) days after its approval and execution by the Town.
- 7.18. Consents and Approvals. Except as may be otherwise set forth in this Agreement, the Parties hereto shall at all times act reasonably with respect to any and all matters which require any party to review, consent, or approve of any act or matter hereunder except for a matter where a Party can act in its sole and absolute discretion. The Town hereby acknowledges and agrees that any unnecessary delay hereunder would adversely affect the development of the Project, and hereby authorizes and empowers the Town Manager to consent to any and all requests of Owner, such consent not to be unreasonably withheld, delayed, or conditioned, requiring the consent of the Town hereunder without further action of the Town Council, except for any actions requiring Town Council approval as a matter of law, including, without limitation, any further amendment or modification of this Agreement pursuant to Section 7.15 above.
- 7.19. Town's Representations. The Town represents and warrants to the Owner as follows:
- (a) The Town has the power and authority to execute, deliver, and perform its obligations under this Agreement and has obtained all necessary consents, authorizations, and approvals required as a condition to the execution and delivery thereof.
 - (b) The execution of this Agreement will not violate or constitute a default on the part of the Town under any agreement to which the Town is a party or by which it is bound.
 - (c) The representatives of the Town who have executed this Agreement have the power and the authority to have done so.
- 7.20. Owner's Representations. Owner represents and warrants to the Town as follows:
- (a) Owner has the power and authority to execute, deliver, and perform its obligations under this Agreement and has obtained all necessary consents, authorizations, and approvals required as a condition to the execution and delivery thereof.
 - (b) The execution of this Agreement will not violate or constitute a default on the part of Owner under any agreement to which Owner is a party or by which it is bound.
 - (c) The representatives of Owner who have executed this Agreement have the power and authority to have done so.

- 7.21. Proposition 207 Waiver. By executing this Agreement, Owner, on behalf of itself and any successors-in-interest to all or any portion of the Property hereby waives any right to claim diminution in value or claim for just compensation for diminution in value under A.R.S. § 12-1134, et seq. arising out of any Town action permitted to be taken by the Town pursuant to this Agreement. This waiver constitutes a complete release of any and all claims and causes of action that may arise or may be asserted under A.R.S. § 12-1134, et seq. as it exists or may be enacted in the future or that may be amended from time to time with regard to the Property with regard to Town actions permitted to be taken by the Town pursuant to this Agreement. In connection therewith, upon the request of the Town, Owner shall promptly execute and deliver to the Town, any and all such reasonable waivers of rights under Proposition 207 which may be reasonably requested by the Town consistent with this Agreement in order to more fully evidence the waiver set forth herein. Owner agrees to indemnify, hold harmless, and defend Town, its officers, employees, and agents, from any and all claims, causes of actions, demands, losses, and expenses, including attorney's fees, and litigation costs, that may be asserted by or may result from Owner seeking potential compensation, damages, attorney's fees or costs under A.R.S. § 12-1134, et seq. that they may have, solely as a result of this Agreement, now or in the future.
- 7.22. Estoppel Certificate. Any party may request of the other party, and the requested party shall, within fifteen (15) business days, respond and certify by written instrument to the requesting party that (a) this Agreement is unmodified and in full force and effect, (b) the existence of any default under this Agreement and the scope and nature of the default, if applicable, (c) the existence of any counterclaims which the requested party has against the other party, and (d) any other matters that may reasonably be requested in connection with this agreement and the Project. In the event a party has not received an estoppel certificate within fifteen (15) business days from the date of the request, then in such event, said party shall be entitled to prepare an estoppel certificate and deliver the certificate to the other party and such estoppel certificate shall be binding upon such party.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

“Town”

TOWN OF CAMP VERDE, an Arizona
Municipal Corporation

By: _____
Charles German, Mayor

Attest:

By: _____
Cindy Pemberton
Town Clerk

Approved as to form:

By: _____

Town Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On this ____ day of _____, 2020, before me, the undersigned officer,
personally appeared Charles German, who acknowledged himself to be the Mayor of the TOWN OF
CAMP VERDE, an Arizona municipal corporation, and he, in such capacity, being authorized so to do,
executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY SEAL:

Notary Public

"Verde Commercial"

VERDE COMMERCIAL LLC, a Minnesota limited liability company

By: _____, the _____ of
VERDE COMMERCIAL LLC

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

On _____, 2020, before me personally appeared
_____, the _____ of Verde
Commercial LLC, a Minnesota limited liability company, whose identity was proven to me on the basis
of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above
document on behalf of the company.

Notary Public

(Affix notary seal here)

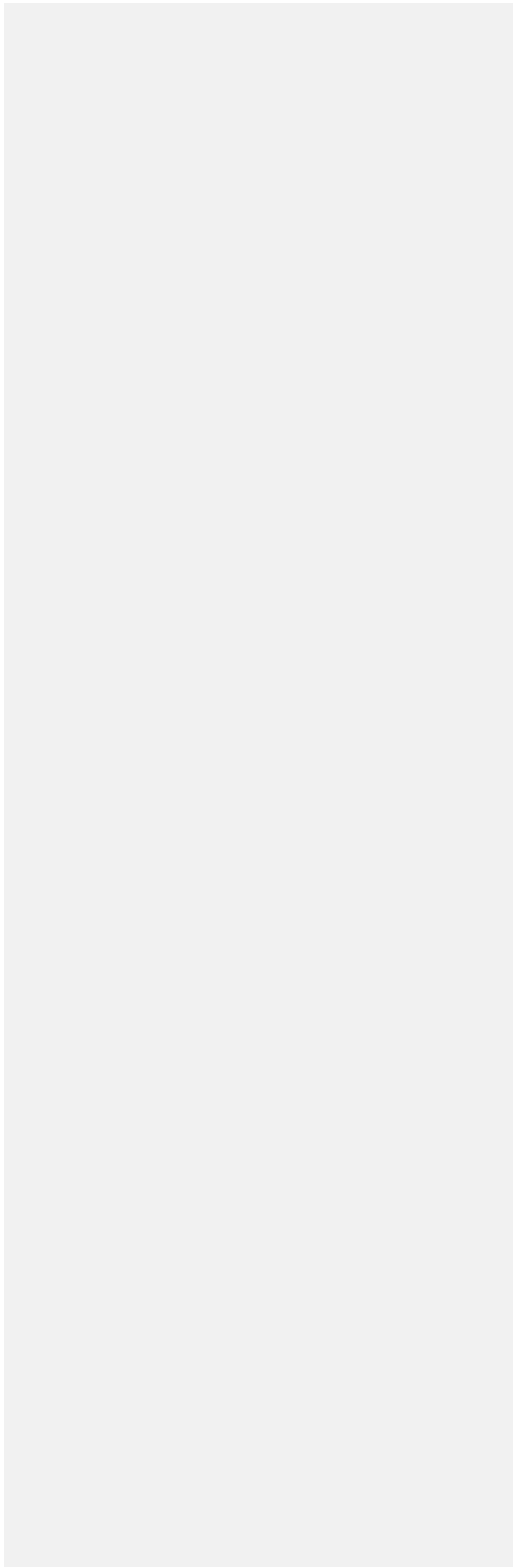
DRAFT

EXHIBIT "A"
LEGAL DESCRIPTION OF PROPERTY

A-1

EXHIBIT ‘B

B-1





Agenda Item Submission Form – Section I

Town Council Meeting Date: August 5, 2020

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

Requesting Department: Administration / Community Development

Staff Resource/Contact Person: Russ Martin, Town Manager
Melinda Lee, Community Development Director

Agenda Title (be exact): Action requested by the Mayor and Common Council of the Town of Camp Verde, Arizona, for the acceptance of the bid amount of \$1,250 for a portion of APN 404-12-319 and \$1,250 for a portion of APN 404-12-320, as surplus property, as published in accordance with A.R.S §9-402. The proposed surplus parcels combined are approximately 9,045 square feet in size, located behind 3565 S. Quirt Circle, APN 404-12-332A, in Camp Verde, Yavapai County, Arizona.

List Attached Documents:

- Exhibit A: Vicinity & Aerial Map and Approximate Dimensions of Surplus Properties
- Exhibit B: Survey Documents for Area of Surplus for Purchase
- Exhibit C: Legal Notice, Request for Bids & Bid Posting

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviews Completed by:

Town Attorney

Comments: Incorporated into Bid Process and Documents

Background Information:

The property located at 3565 S. Quirt Circle (APN 404-12-332A) has a home that was constructed across their property boundaries and encroaches onto two Town of Camp Verde parcels directly behind it. The construction of the home began in 1998, was completed in 2001, and had an expansion of a rear deck in 2003. Both the main structure and the deck encroach approximately 25 feet onto Lot 283 (APN 404-12-319) and the deck encroaches approximately 10 feet onto Lot 284 (APN 404-12-320).

The two Town parcels were acquired from Yavapai County Flood Control due to their proximity to Clear Creek. Lot 283 was acquired by deed, with numerous other parcels, and will need to be separated and processed accordingly. Staff is working with Yavapai County Flood Control and Yavapai Title to accomplish this. Lot 284 was acquired as an individual lot by a separate deed.

The main property was acquired in 2019 through a tax lien sale. The current property owners are attempting to sell the property, but are unable to do so until the encroachment issue is resolved. Their real estate broker, Barbara Parsons, Camp Verde Realty, has been working with Community Development staff to do so.

It was determined that in order to bring the existing home site into compliance with zoning requirements, they would need a 20-foot setback behind the structure. Since it encroaches 25 feet onto Town property, a total of 45 feet is needed from Lot 283. The area behind the encroachment on Lot 284 was also extended to 45 feet for consistency of property boundaries. This creates two parcels of approximately 4455 square feet and 4590 square feet, respectively, for a total of approximately 9,045 square feet for both.

Per A.R.S. §9-402, the portions of the two Town parcels, Lot 283 and Lot 284 were advertised in the newspaper as property surplus on June 21st, June 24th, June 28th, and July 1st, 2020. Bid opening was performed July 16, 2020 at 4:00 p.m., receiving two duplicate bids.

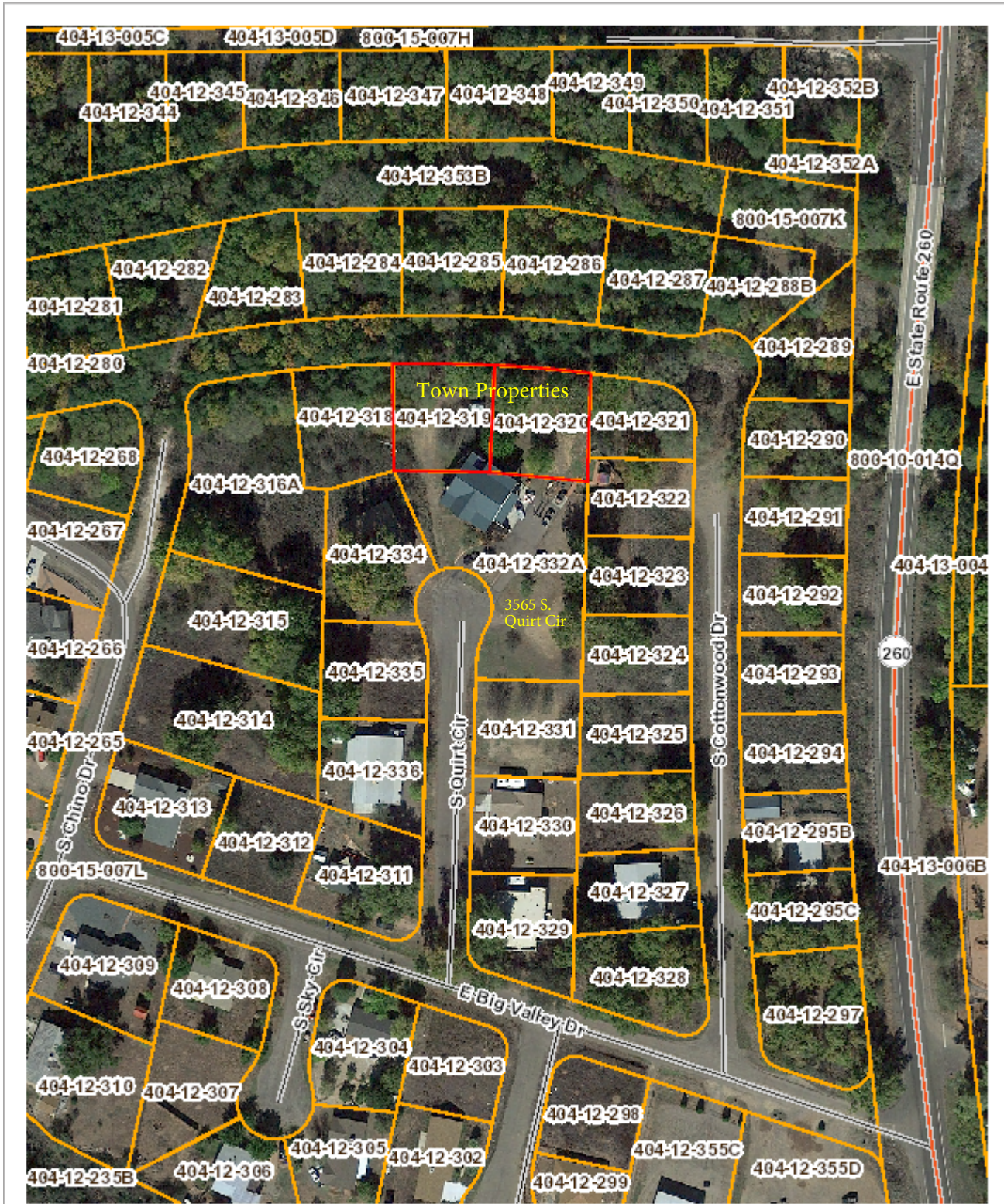
The two duplicate bids received were from the property owner of the encroaching home site. Their bids came in at \$1,250 for the surplus portion of each lot, for a total of \$2,500 for both. The surplus portions of these two parcels are unbuildable due to the existing encroachment, proximity to Clear Creek, and the adjusted sizes of the two surplus parcels (and the two remaining portions of Town Property) places the lots below the minimum lot size. Therefore, it was determined that the bids as submitted are sufficient for their purchase.

Recommended Action (Motion):

A MOTION BY THE MAYOR AND COMMON COUNCIL TO ACCEPT THE BID AMOUNT OF \$1,250.00 FOR A PORTION OF APN 404-12-319 AND \$1,250.00 FOR A PORTION OF APN 404-12-320, AS SURPLUS PROPERTY, IN ACCORDANCE WITH A.R.S §9-402. THE SURPLUS PROPERTIES COMBINED ARE APPROXIMATELY 9,045 SQUARE FEET IN SIZE, LOCATED BEHIND 3565 S. QUIRT CIRCLE, APN 404-12-332A, IN CAMP VERDE, YAVAPAI COUNTY, ARIZONA.

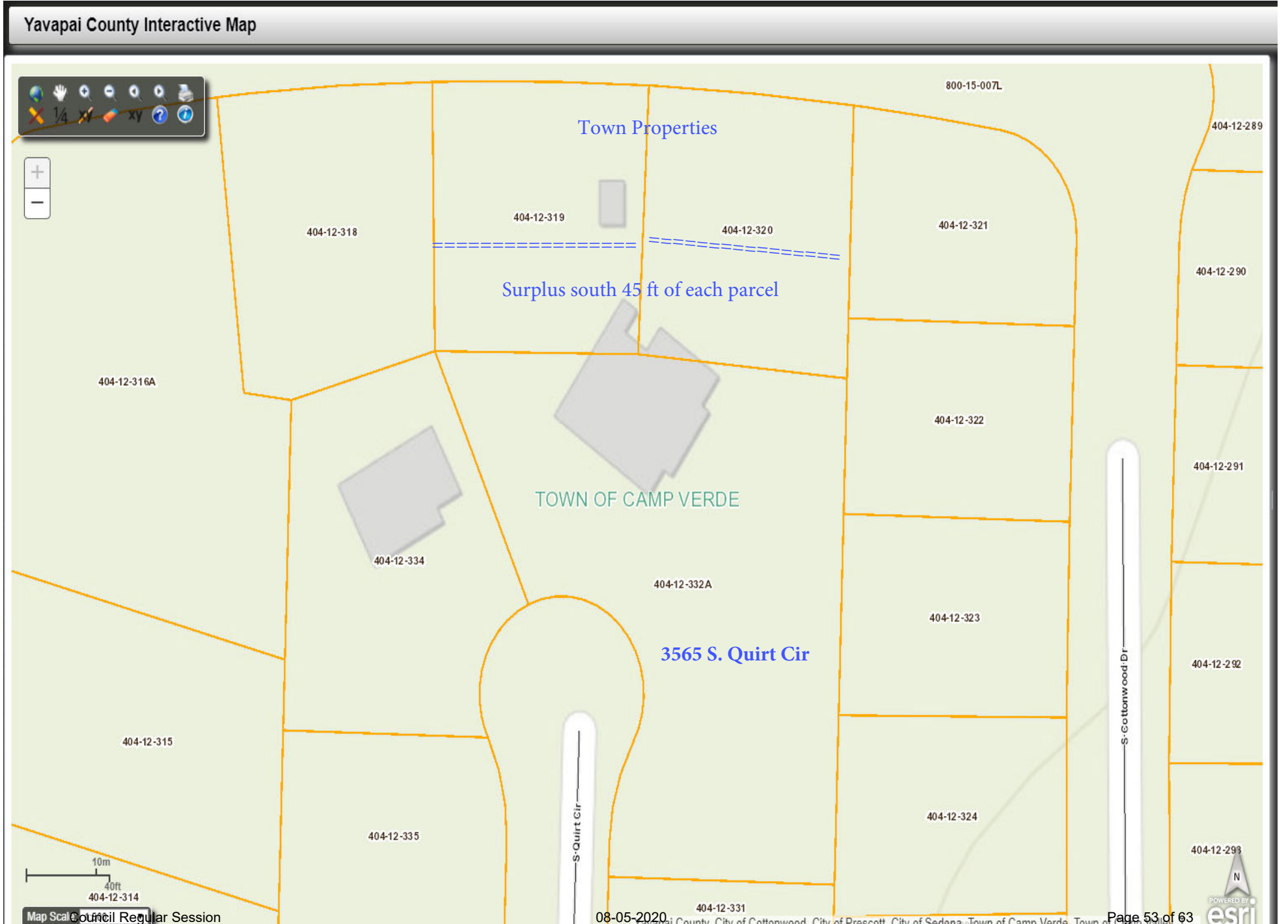
Instructions to the Clerk: The survey and legal description will be recorded after acceptance of the bids.

Exhibit A
Vicinity & Aerial Map for Surplus Properties



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: 7.23.2020



Legal Notice

**Request for Bids
Surplus Town Property
Camp Verde, Arizona**

Notice is hereby given that the Town of Camp Verde will accept sealed proposals from those interested in purchasing parcels of land owned by the Town of Camp Verde that have been deemed surplus. To view, please contact the Town of Camp Verde Community Development Department at (928) 554-0050 to schedule an appointment or visit the department's "P&Z News" page to view documentation relating to the parcels.

Those individuals desiring to submit bids must comply with the following instructions:

Submit (1) original (8 ½" x 11" single-sided, paper) of the sealed bid, clearly marked:

"Surplus Property Bid" to:

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

Proposals will be accepted **until 3:30 pm, Thursday, July 16th, 2020**. **The proposals shall be opened in public and read aloud on Thursday, July 16th, 2020 at 4:00 pm.** Proposals received after the closing time shall be returned, unopened, to the proposer(s). As soon as practicable after the **July 16th** submission deadline, staff will undertake an analysis of the proposals received which may include obtaining an appraisal(s) to determine acceptability prior to an potential Town Council action.

The Town of Camp Verde has the right to reject any and all proposals, to waive any informalities and minor irregularities in proposals, and to accept the proposal deemed, in the opinion of the Town, to be in the best interest of the Town of Camp Verde.

Publish: June 21st, June 24th, June 28th, and July 1st, 2020

Distribution of Legal Notice:

Original: Town Clerk's Office

cc: Administration
Community Development

Email: Verde Valley Newspapers

TOWN OF CAMP VERDE



BID POSTING

**Request for Bid
#20-141
SURPLUS PROPERTY BID**

**BID OPENING
07-16-2020
4:00 p.m.**

**Present: Town Manager Russ Martin, Community Development Director Melinda Lee,
Deputy Town Clerk Virginia Jones
Bids**

BIDS RECEIVED		
COMPANY	ADDRESS	TOTAL BID
Jeff Hale-Owner 339 Properties	2610 W Baseline Road Phoenix, AZ 85041	Portion of 404-12-319 Bid \$1,250 Portion of 404-12-320 Bid \$1,250 Total Bid \$2,500 for both properties
Jeff Hale-Owner 339 Properties	2610 W Baseline Road Phoenix, AZ 85041	Portion of 404-12-319 Bid \$1,250 Portion of 404-12-320 Bid \$1,250 Total Bid \$2,500 for both properties
2 envelopes – duplicate bids. One was hand delivered, one was sent US Postal Service		

Posted By: *Virginia Jones* Date/Time 07-16-2020 4:24 p.m.

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.

Town of Camp Verde



Bid Opening

July 16, 2020
4:00 pm

PROJECT SURPLUS TOWN PROPERTY

<u>Bidder</u>	<u>Bid Schedule</u> <u>Total Bid Amount</u>
11. <u>Jeff Hale - 339 Properties</u>	404-12-319 + 408-12-320 2,500 Total for 2 prop.
12. <u>duplicate - hand delivered</u>	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____
18. _____	_____
19. _____	_____
20. _____	_____

SIGN IN ROSTER



SURPLUS TOWN PROPERTY

COMPANY NAME & COMPANY REPRESENTATIVE
(Please Print)

SIGNATURE

COMPANY NAME & COMPANY REPRESENTATIVE (Please Print)	SIGNATURE
1. <i>None</i>	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

Exhibit B
Survey Documents for Property Surplus

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 Lot 283 Clear Creek West Unit Two, a subdivision of a portion of Section 13, Township 13 North, Range 5 East, G. & S.R.B.M. according to the plat of record on file in the Office of the County Recorder, County of Yavapai, State of Arizona as recorded in Book 14 of Maps, Page 25, said portion being more particularly described as follows;

Said parcel being the Southerly 45.00 feet of said Lot 283 Clear Creek West Unit Two.



07/24/2020

HAMMES SURVEYING LLC
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Description for a parcel of land being a portion of Lot 284 Clear Creek West Unit Two, a subdivision of a portion of Section 13, Township 13 North, Range 5 East, G. & S.R.B.M. according to the plat of record on file in the Office of the County Recorder, County of Yavapai, State of Arizona as recorded in Book 14 of Maps, Page 25, said portion being more particularly described as follows;

Said parcel being the Southerly 45.00 feet of said Lot 284 Clear Creek West Unit Two.



07/24/2020

LOT LINE ADJUSTMENT

LOTS 283, 284 AND 297 CLEAR CREEK WEST UNIT 2

A SUBDIVISION OF A PORTION OF SECTION 13, T 13N, R 5E, G. & S.R.M., YAVAPAI COUNTY, ARIZONA, AS RECORDED IN BOOK 15 OF MAPS, PAGE 73 OF THE YAVAPAI COUNTY RECORDS

SCALE: 1"=30'
DATE: 07/27/2020
(R)=RECORD
(C)=CALCULATED



THIS PLAT IS SUBJECT TO ALL CONDITIONS, RESERVATIONS, AND OTHER ITEMS OF PUBLIC RECORD ON THIS 27th DAY OF JULY, 2020.

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

SURVEYOR'S CERTIFICATE:

THIS SURVEY WAS PREPARED FROM RECORD DOCUMENTS AND NOT FROM AN ACUTAL SURVEY. NEW CORNERS TO BE SET UPON APPROVAL OF LOT LINE ADJUSTMENT.

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

SCOPE OF SERVICES

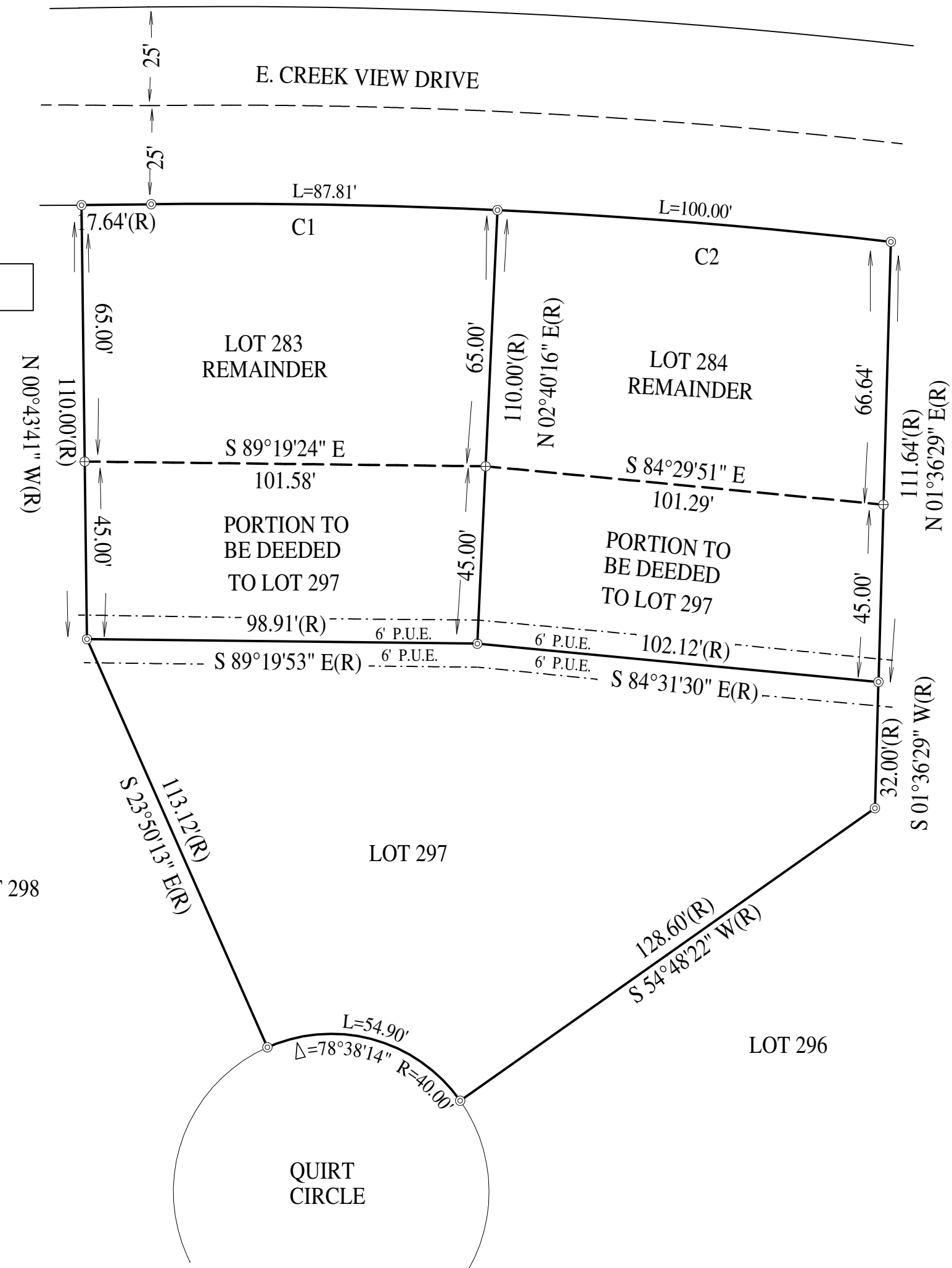
THE SERVICE PROVIDED IN THIS BOUNDARY SURVEY INCLUDES THE FOLLOWING:
1. SHOWING PROPOSED LOT LINE ADJUSTMENT FOR LOTS 283 & 284 CLEAR CREEK WEST UNIT 2.
2. SETTING NEW PROPERTY CORNERS UPON APPROVAL OF LOT LINE ADJUSTMENT BY THE TOWN OF CAMP VERDE.
3. SHOWING ON THIS PLAT CERTAIN EASEMENTS. SEE NOTE.

ACCEPTANCE OF THIS PLAT SIGNIFIES THE ACCEPTANCE OF THESE SERVICES.

THIS MAP WAS PREPARED FOR A SPECIFIC PURPOSE PURSUANT TO AN AGREEMENT WITH THE CLIENT. ONLY THOSE EASEMENTS AS SHOWN ON THE RECORDED PLAT ARE INDICATED ON THIS PLAT. NO ATTEMPT WAS MADE BY THIS SURVEYOR OR HAMMES SURVEYING LLC. TO DETERMINE IF ANY ADDITIONAL EASEMENTS OR ENCUMBRANCES EXIST. THEREFORE, A TITLE SEARCH WOULD BE NECESSARY TO DETERMINE IF ADDITIONAL EASEMENTS AND ENCUMBRANCES, IF ANY, MAY AFFECT THE SUBJECT PROPERTY. THIS SURVEYOR AND HAMMES SURVEYING LLC WILL NOT ACCEPT ANY LIABILITY FOR LOSS OR DAMAGES DUE TO ANY EASEMENTS, ENCUMBRANCES, SUBSURFACE CONDITIONS, STRUCTURES AND OR UTILITIES NOT INDICATED ON THIS PLAT.

LINE TABLE

L1= N 89 16' 19" E	17.64' (R)
--------------------	------------



⊕ = 1/2" REBAR I.S. 29263 TO BE SET UPON APPROVAL.

C1
 $\Delta=03^{\circ}23'56''$ (C)
 R=1480.28'(R)
 T=43.92'(C)
 L=87.81'(R)
 LC=87.80'(C)
 LCB=S 89°01'42" E(C)

C2
 $\Delta=03^{\circ}52'15''$ (C)
 R=1480.28'(R)
 T=50.02'(C)
 L=100.00'(R)
 LC=99.98'(C)
 LCB=S 85°23'41" E(C)



07/27/2020
 HAMMES SURVEYING LLC
 2100 VIA SILVERADO
 CAMP VERDE, AZ. 86322
 (928) 282-5686 (928) 567-2833



Agenda Item Submission Form

Town Council Meeting Date: April 1, 2020

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

Requesting Department: Administration / Community Development

Staff Resource/Contact Person: Russ Martin, Town Manager
Melinda Lee, Community Development Director

Agenda Title (be exact): Action requested by the Mayor and Common Council of the Town of Camp Verde, Arizona, for the approval to proceed with the publication of a legal notice for "Request for Qualifications" of local real estate agents to select for the sale of surplus property. The proposed property is located at 4092 E. Cripple Creek Drive, APN 404-13-401, in Camp Verde, Yavapai County, Arizona.

List Attached Documents:

- Exhibit A: Vicinity & Aerial Map
- Exhibit B: Published Bid Notice

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviews Completed by: None.

Background Information:

This property was acquired by the Town of Camp Verde in October of 2019. The property is vacant. It was determined that the property should be placed up for surplus, as the Town has no interest in retaining a residential parcel.

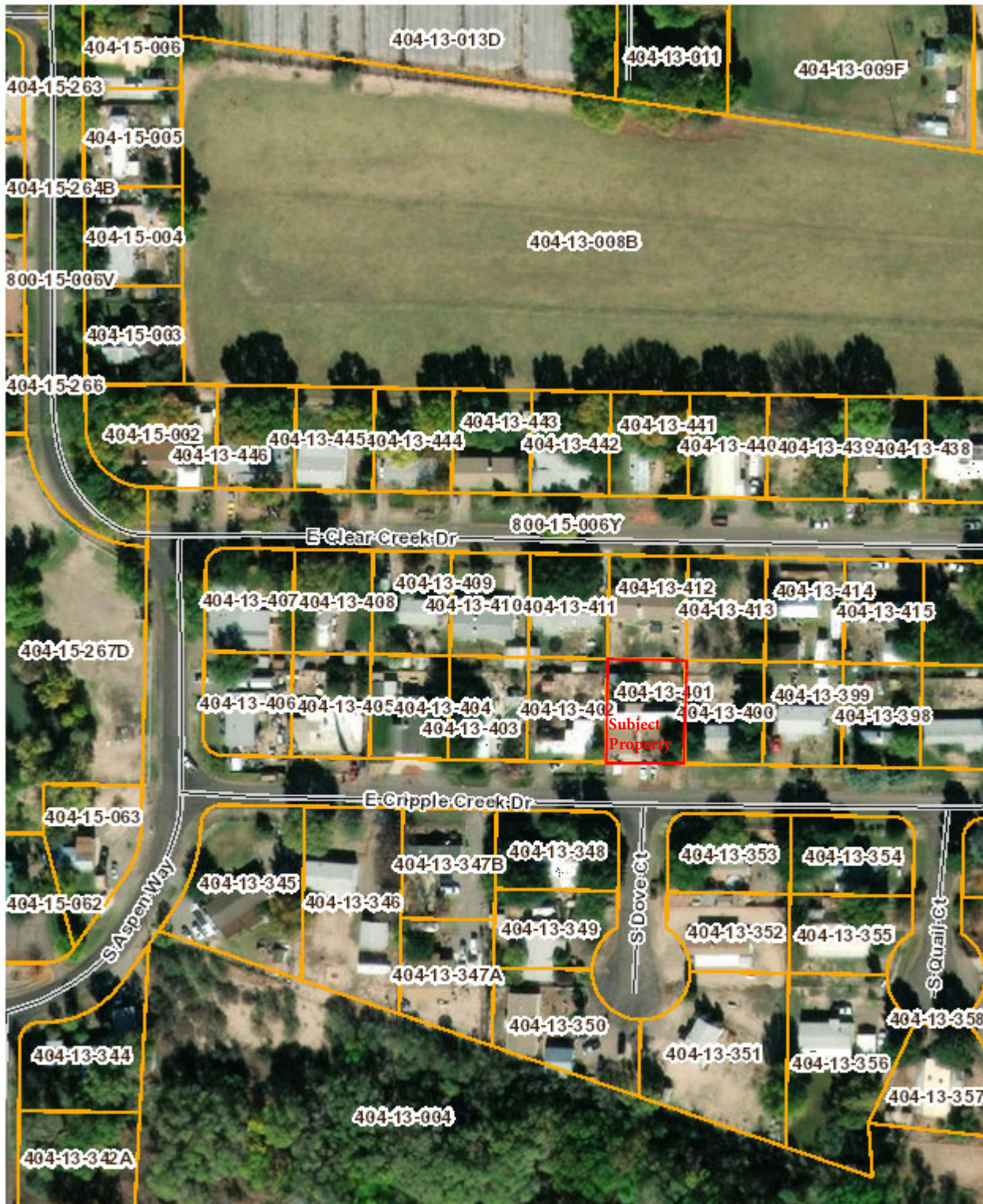
The property was included in a legal notice requesting bids for property surplus, which was advertised in the newspaper on June 21st, June 24th, June 28th, and July 1st, 2020. There were no bids received for this property.

In a second attempt to relinquish ownership of the property, it was determined that the best option would be to have a real estate agent handle the marketing of this property on behalf of the Town.

Recommended Action (Motion):

MOTION TO APPROVAL BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, TO PROCEED WITH THE PUBLICATION OF A LEGAL NOTICE FOR "REQUEST FOR QUALIFICATIONS" OF LOCAL REAL ESTATE AGENTS TO SELECT FOR THE SALE OF SURPLUS PROPERTY. THE PROPOSED PROPERTY IS LOCATED AT 4092 E. CRIPPLE CREEK DRIVE, APN 404-13-401, IN CAMP VERDE, YAVAPAI COUNTY, ARIZONA.

Instructions to the Clerk: The legal notice will be published accordingly after approval.



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: 7.23.2020

Legal Notice

**Request for Bids
Surplus Town Property
Camp Verde, Arizona**

Notice is hereby given that the Town of Camp Verde will accept sealed proposals from those interested in purchasing parcels of land owned by the Town of Camp Verde that have been deemed surplus. To view, please contact the Town of Camp Verde Community Development Department at (928) 554-0050 to schedule an appointment or visit the department's "P&Z News" page to view documentation relating to the parcels.

Those individuals desiring to submit bids must comply with the following instructions:

Submit (1) original (8 ½" x 11" single-sided, paper) of the sealed bid, clearly marked:

"Surplus Property Bid" to:

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

Proposals will be accepted **until 3:30 pm, Thursday, July 16th, 2020.** The proposals shall be opened in public and read aloud on **Thursday, July 16th, 2020 at 4:00 pm.** Proposals received after the closing time shall be returned, unopened, to the proposer(s). As soon as practicable after the **July 16th** submission deadline, staff will undertake an analysis of the proposals received which may include obtaining an appraisal(s) to determine acceptability prior to an potential Town Council action.

The Town of Camp Verde has the right to reject any and all proposals, to waive any informalities and minor irregularities in proposals, and to accept the proposal deemed, in the opinion of the Town, to be in the best interest of the Town of Camp Verde.

Publish: June 21st, June 24th, June 28th, and July 1st, 2020

Distribution of Legal Notice:

Original: Town Clerk's Office

cc: Administration
Community Development

Email: Verde Valley Newspapers