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**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, OCTOBER 7, 2020 at 6:30 P.M.**

ZOOM MEETING LINK <https://us02web.zoom.us/j/86429190958>

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 – September 16, 2020 Page 5
 - b) **Set Next Meeting, Date and Time:**
 - 1) Regular Meeting – Wednesday October 21, 2020 at 6:30 p.m.
 - 2) Regular Meeting – Wednesday November 4, 2020 at 6:30 p.m.
 - c) **Possible Approval of Resolution 2020-1055, A Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, to authorize the application for a clean water state revolving fund loan from the Water Infrastructure Finance Authority of Arizona. Staff Resource: Mike Showers Page 17**
 - d) **Possible Approval of an Intergovernmental Agreement for Regional Emergency Operations Management and Disaster Services between Yavapai County and the Town of Camp Verde. Staff Resource: Marshal Corey Rowley Page 21**
 - e) **Possible Approval of Proposed PPE Grant Program to be Administered by the Town of Camp Verde Economic Development Department. Staff Resource: Jessica Bryson Page 31**
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

- Discussion of Attorney General's response to Open Meeting Law Violation on July 17, 2020. Staff Resource: Bill Sims and Cindy Pemberton Page 35

7. Discussion, Consideration and Possible Direction on use of the land lease by the Camp Verde Arena Association (CVAA) for Kart Races. Staff Resource: Russ Martin Page 37

8. Presentation, Discussion and Possible Approval of a Quitclaim Deed to the Trust of Public Land relative to APN 404-20-024C, a parcel of land approximately .95 acres in size owned by the Town of Camp Verde, that would clarify title to the property by reason of abutment to meander land. Staff Resource: Steve Ayers Page 57

9. Discussion, Consideration and Possible Approval of a budget adjustment of up to an additional \$50,000 in the Capital Improvement line item for the additional costs to equip 5 replacement vehicles for the Marshal's Office. Staff Resource: Corey Rowley Page 85

10. Covid-19 Update. Staff Resource Russ Martin

11. 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))

12. 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.

- 13. 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.

14. 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>10-01-2020</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, SEPTEMBER 16, 2020 at 6:30 P.M.

ZOOM MEETING LINK <https://us02web.zoom.us/j/81832839654>

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

1. Call to Order

Vice Mayor Dee Jenkins called the meeting to order at 6:37 p.m.

2. Roll Call.

Vice Mayor Dee Jenkins, Council Members Buck Buchanan, Joe Butner and Bill LeBeau are in chambers. Councilor Robin Whatley is in attendance via Zoom. Mayor Charles German is absent, as is Councilor Jessie Murdock.

Also Present

Town Manager Russ Martin, Deputy Town Clerk Virginia Jones, Finance Director Mike Showers, Human Resources Director Brandy Cabrera and recording secretary Sue Ayers are in Council Chambers. Town Clerk Cindy Pemberton, Community Development Director Melinda Lee and Councilor Elect Cris McPhail are in attendance via Zoom.

3. Pledge of Allegiance

Vice Mayor Dee Jenkins 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 – September 2, 2020
- 2) Executive Session – September 2, 2020 (Recorded and on File)

b) Set Next Meeting, Date and Time:

- 1) Regular Meeting – Wednesday October 7, 2020 at 6:30 p.m.
- 2) Regular Meeting – Wednesday October 21, 2020 at 6:30 p.m.
- 3) Regular Meeting – Wednesday November 4, 2020 at 6:30 p.m.

Councilor LeBeau made a motion to approve the Consent Agenda, which was seconded by Councilor Butner. Motion carried unanimously, with approval by Vice Mayor Jenkins and Councilors Whatley, Buchanan, LeBeau and Butner.

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 calls from the Public for items not on the agenda.

6. **Special Announcements and Presentations**

- **Proclamation to declare September 11th of each year a National Day of Service and Remembrance in the Town of Camp Verde to memorialize the men, women and children who lost their lives and honor with eternal respect the lives of those lost.**

Vice Mayor Jenkins recited the Proclamation and asked Town Manager Russ Martin if Mayor German had signed it on September 11th. Mr. Martin stated that yes, the Mayor had signed it on that day.

- **Notice of RFP process to accept proposals for Town Investment services.**
Staff Resource: Michael Showers

Mr. Showers explained to the council that he had put this item in their packet for informational purposes. He is going to accept proposals for Town Investment services, and should they decide to choose another advisor, a new investment account would need to be opened and Council would have to approve the opening of that account. Council had no questions for Mr. Showers.

- **Discussion on public education process for Permanent Base Adjustment.**
Staff Resource: Russ Martin and Michael Showers

Town Manager Russ Martin indicated that the Town has the obligation to make sure they have done what they can to explain to the public what the Permanent Base Adjustment is, as this item will be on the ballot for the upcoming election on November 3rd. He outlined potential ways to get the information out to the community for those who have questions. Mr. Martin reminded Council that it is not okay to promote a vote for or against it, or to use resources to promote it, but simply to educate the public, so that they can then vote as they wish. He acknowledged need for Council's presence to show they have a Council that wants to move forward, and stated they are looking at possible Facebook

posting, working with their Vista volunteer, and flyer distribution as well as possible meetings with the School Board, Kiwanis, and Churches.

Vice Mayor Jenkins asked if the media might possibly run an educational article as a public notification.

Finance Manager Showers stated that it was his hope that after the Website was updated with the information that they could ask the newspapers to run an article regarding the item.

Councilor Butner agrees that a newspaper article would be very important, being subject to questions from a reporter might offer good explanation so everyone understands what the term Permanent Base Adjustment means.

- **Update on delayed budgeted personnel in Risk Management, Marshal's Office, and Maintenance** Staff Resource: Russ Martin and Brandy Cabrera

Town Manager Russ Martin spoke about possibly moving forward with filling several positions that were budgeted but put on hold earlier in the year in regard to the uncertainty of the pandemic. One of the positions is a Deputy for the Marshals Office; which he stated would be a lateral and not a cadet as outlined earlier. Another is a Risk Manager, duties of which have been distributed among other staff up to this point, including the Human Resources Director, the Code Enforcement Officer, Town Manager, Economic Development, the Town Clerk, Ron Long and the Marshal. Mr. Martin explained that there are several projects on the drawing board including procurement, contracts, and liabilities. Absorbing the duties of Risk Manager takes away from other projects.

The other budgeted position is a Grounds Maintenance person for additional park duties.

Councilor Joe Butner had questioned a Special Projects Administrator Position, stating that position is not on the Agenda, and that only the Risk Management position is on the Agenda tonight. Mr. Martin clarified that the position needed is a Risk Management/Special Projects position, which is already budgeted.

Councilor Bill LeBeau stated it was his understanding that it was not only the decision to leave the position unfilled, but they were actually taking the duties of that position and folding them into other positions. Mr. LeBeau believes that if this is not the case now, it should be a new agenda item.

Human Resources Director Brandy Cabrera stated that over the last ten months she has found that she cannot enhance Human Resources and properly follow Risk Management to the level that is needed, such as visiting the jobsites and noting risks and liabilities associated with those projects.

Ms. Cabrera outlined an option C, which would be such that one person could fulfill both Risk Manager and HR Director positions as the City of Cottonwood

currently does, but they have several individuals working with them doing a majority of the administrative tasks.

Councilor Robin Whatley remembers the discussion, and back then she was willing to combine those positions. She has changed her mind; believes they need a full-time risk manager so that both Human Resources and Risk Management personnel can fulfill their duties. She would like this item to be brought back for further discussion and a vote.

Mr. Butner agrees that the item needs to be revisited at a later meeting.

Vice Mayor Dee Jenkins agrees that Council did leave money in the budget for that position in case it was needed. However, she believes this agenda item is not written in a way that Council can approve at this time.

Mr. Martin will pull all options together, research a Risk Management position vs. Administrative personnel, and bring back the item at a later date.

7. Discussion, Consideration and Possible Approval of Ordinance 2020-A456, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, amending the Town Code, Section 2-1-3 Assumption of Office. Staff Resource: Cindy Pemberton

Town Clerk Cindy Pemberton explained that the current Town Code does not conform to ARS standards. The current Code does not allow newly elected officials to take seat until after the November General Election. This Code change will clarify that if all offices are filled during the Primary election, all newly elected Officials can be seated at the first meeting after the General Election.

Councilor Joe Butner suggested that the language be rewritten as follows: (changes in red).

Section 2-1-3 Assumption of Office of the Town Code is amended to read: **In the event that any offices up for election** ARE FILLED IN THE PRIMARY ELECTION, those members of the Council elected at that time shall assume the duties of office at the first Regular meeting of the Council in NOVEMBER, FOLLOWING THE DATE OF THE GENERAL ELECTION. **In the event that all offices are not filled in the primary election and a general election is to be held in November**, ALL MEMBERS OF THE COUNCIL SHALL ASSUME THE DUTIES OF OFFICE AT THE FIRST REGULAR MEETING OF THE COUNCIL IN December next following the date of the Primary or General Election at which the Council Members were elected. If a Council candidate, including Mayor, receives a majority of all votes cast at a primary election, then pursuant to A.R.S. § 9-821.01, as may be amended, such candidate shall be declared elected to the office, but effective as of the date of the general election, and the canvass thereof, to be seated as set forth herein.

Councilor Butner moved to approve Ordinance 2020-A456, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, amending the Town Code, Section 2-1-3 Assumption of Office, with recommended

changes. Buck Buchanan seconded the motion. Motion carried, with approval by Vice Mayor Dee Jenkins and Councilors Butner, LeBeau, Whatley and Buchanan.

- 8. Discussion, Consideration and Possible Approval of Special Event Liquor License application for Mary Kristine Phelps-Camp Verde Arena Association for Fort Verde Days Rodeo Event scheduled for October 9th and 10th, 2020 at the Equestrian center off State Route 260 east of the Town's Sports Complex.** Staff Resource: Cindy Pemberton

Town Clerk Cindy Pemberton stated that with regard to Agenda items #8 and #9, the applicants were very proactive in their attempts to apply for their liquor licenses. She advised Council that, should these items be approved tonight, they would still be on hold pending the Governor's lifting of the present restrictions in regard to special event liquor licenses.

Councilor Bill LeBeau made a motion to approve Special Event Liquor License application for Mary Kristine Phelps-Camp Verde Arena Association for Fort Verde Days Rodeo Event scheduled for October 9th and 10th 2020, which was seconded by Councilor Butner. The motion carries, with approval by Vice Mayor Dee Jenkins and Councilors Whatley, Butner, LeBeau and Buchanan.

- 9. Discussion, Consideration and Possible Approval of Special Event Liquor License application for 63rd Annual Fort Verde Days scheduled for Friday October 9, 2020 through Saturday October 10, 2020.** Staff Resource: Cindy Pemberton

Town Clerk Cindy Pemberton reiterated to council as in Agenda item #8, approval would only apply if governor's current restrictions on special event liquor licenses were lifted.

Town Manager Russ Martin explained that if someone were to look at the map regarding the area of this application, it has been expanded in order for distancing in order to comply with COVID-19 restrictions.

Councilor Joe Butner made a motion to approve Special Event Liquor License Application for 63rd Annual Fort Verde Days scheduled for October 9th and 10th 2020, pending lifting of restrictions from the governor's office. Councilor Buchanan seconded the motion. Motion carried, with approval from Vice Mayor Jenkins and Councilors Buchanan, Whatley, LeBeau and Butner.

- 10. Public Hearing followed by Discussion, Consideration and Possible Approval for a Class 12 (Restaurant) Liquor License Application #117537 for Shannalee Marie Fowler/Low Places located at 564 S Main Street #100, Camp Verde, AZ 86322.** Staff Resource: Cindy Pemberton

Town Clerk Cindy Pemberton stated that the applicants have done their due diligence and have fulfilled all obligations to the State regarding permits.

Shannalee Fowler stated that they have been working really hard, and are excited to open. They hope to open up before fort Verde Days.

Public Hearing was Opened for Public Comments: There were no comments

Public Hearing Closed

Councilor Joe Butner moves to approve application for class 12 Liquor License for Shannalee Fowler for the Low Places Restaurant. Councilor Bill LeBeau seconded. Motion carries, with approval by Vice Mayor Dee Jenkins and Councilors Buchanan, LeBeau, Whatley and Butner.

11. **Discussion, Consideration and Possible Approval of Resolution 2020-1054, A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AMENDING THE FINANCIAL OPERATIONS GUIDE AND SUPERSEDING ALL PREVIOUS RESOLUTIONS AND APPROVALS OR PARTS OF RESOLUTIONS AND APPROVALS IN CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION.** Staff Resource: Michael Showers

Mr. Showers gave background information to Council.

Councilor Butner stated he would like to see a change throughout the document wherever an example is referenced and the abbreviation "i.e.," occurs. He would like it to state "e.g.", instead, which means "for example".

Mr. Butner also asked for the following change/corrections: (changes in red)

1. Page #72, correcting "Fniance" to "Finance"
2. Page #88, amending to read "**civil and** criminal prosecution".
3. Page #90, "...by the Town and are properly reviewed..." strike "**and**".
4. Page #93, item D, number 5; correct typo "**Mayer**" to **Mayor**.
5. Page #100, under CARD GROUPS, item D; amend "**admin**" to "**Administrative**."
6. Page #136, item #5-b, number 4: "If management determines a suspected activity may involve fraud of related dishonest activity, they (**amend should to shall**) contact their immediate supervisor...."
7. Page #136, item #5-b, number 5: "Department Heads should inform the Town Manager.... (**amend should to shall**)".
8. Page #137, item #5d: under Human Resources Department Responsibilities #1: Upon assignment by the Town Manager, the Human Resources Director **amend will to shall** promptly investigate....
9. Page #137, item #5-d, #1: In all circumstances where there appears to be reasonable grounds for suspecting that a fraud has taken place, the Human Resources Director, in consultation with the Town Attorney, (**amend will to shall**) contact the Marshal's Department.

Mr. Butner asked if the Council should be notified if an individual's credit card limit is raised. Town Manager Martin explained that if an individual purchases something of significant amount, Council would already have that information and so it would be redundant.

Mr. Butner had questions regarding bonded indebtedness, which were answered by Town Finance Director Mike Showers.

Vice Mayor Jenkins reiterated three changes that she had addressed prior: a correction in the Table of Contents correcting the spelling **of purchaseing to purchasing**, a correction in regard to long-term debt and short-term debt, and removal of references to a Hotline that no longer exists on pages #136 and #137.

Councilor Joe Butner made a motion to approve Resolution 2020-1054 as corrected on the record; A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AMENDING THE FINANCIAL OPERATIONS GUIDE AND SUPERSEDING ALL PREVIOUS RESOLUTIONS AND APPROVALS OR PARTS OF RESOLUTIONS AND APPROVALS IN CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION. Councilor Bill LeBeau seconded the motion. Motion carried, with approval from Vice Mayor Dee Jenkins and Councilors Butner, Whatley, Buchanan and LeBeau.

(Vice Mayor and Council stopped for a break at 7:55 p.m. The meeting reconvened at 8:02 p.m.)

12. **Discussion, consideration and possible approval of Ordinance 2020-A455, an Ordinance of The Mayor and Common Council of the Town of Camp Verde, Arizona, for a Text Amendment by Town of Camp Verde Community Development to include: Animals: Section 305.B.2, Exceptions, Regarding Animal Counts; Definition of Terms: Section 103, Regarding Animals; Off-Street Parking: Section 403.E.2, Regarding Employee Parking; Signs: Section 404.H, Permitted Permanent Signs, Commercial, Freeway Signage; Town Council: Section 600.C.3, Regarding Board Appointments/Quorums; of the Town of Camp Verde Planning & Zoning Ordinances and Subdivision Regulations.** Staff Resource: Melinda Lee

Community Development Director Melinda Lee spoke regarding clarification of a couple of issues, both for staff and for the general public. There has been some conflict in interpretation, with disagreements on whether fowl (chickens, geese, turkeys, ducks and peacocks), should be allowed on any property, or only on property where livestock is permitted, which would mean they would not be allowed on properties that are less than ½ acre in size. The change being requested is to remove fowl from the heading of livestock and put them directly underneath the section heading. The result is, fowl would be allowed on any piece of property as long as they were provided with properly maintained facilities and did not create a nuisance.

Other requested changes were outlined as well (pages #146 and #147). Large poultry such as ostriches and emus will be removed from “fowl” and added as “livestock”.

Under the heading of Off-street parking and loading (p. #147), a line will be added in regard to calculating the total number of required parking spaces: The number of employee spaces will be based upon the maximum number of employees per shift.

Ms. Lee cited a change on pages #147-148, section D regarding sign criteria in the freeway interchange area as well.

Councilor Butner asked Ms. Lee if it was a business that complained about the type and land use categories for freeway signs.

Ms. Lee replied that businesses approached her requesting permission to do freeway signs and were denied because they did not fall under certain categories. She realized that for fairness, signage should not be based on content.

Councilor Butner asked if they have a legal opinion on this and agrees that categories were too narrow and should be broader, but there should still be able to be categories.

Ms. Lee explained that in this case the category is commercial signage and that an attorney has reviewed the changes.

Councilor Butner made a motion to approve Ordinance 2020-A455, an Ordinance of The Mayor and Common Council of the Town of Camp Verde, Arizona, for a Text Amendment by Town of Camp Verde Community Development to include: Animals: Section 305.B.2, Exceptions, Regarding Animal Counts; Definition of Terms: Section 103, Regarding Animals; Off-Street Parking: Section 403.E.2, Regarding Employee Parking; Signs: Section 404.H, Permitted Permanent Signs, Commercial, Freeway Signage; Town Council: Section 600.C.3, Regarding Board Appointments/Quorums; of the Town of Camp Verde Planning & Zoning Ordinances and Subdivision Regulations. Councilor LeBeau seconded the motion. The motion carried, with approvals by Vice Mayor Jenkins and Councilors Butner, LeBeau, Whatley and Buchanan.

- 13. A public hearing before the Mayor and Common Council of the Town of Camp Verde, Arizona, for consideration of the extension and increase of approximately 95 acres, 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 the Town of Camp Verde. The annexation area begins approximately 2,100 feet north of State Route 260 and approximately 2,150 feet east of Champion Trail, continuing north and east of the eastern corporate limits of the Town of Camp Verde. It incorporates two Town-owned parcels designated for the existing wastewater treatment plant facility. Certain property is 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 this is an annexation request, and the actual Ordinance adoption will not be received until October 7th. The property is owned by the Town of Camp Verde and is already being used as part of the Wastewater Treatment Plant. It is also the site of the rodeo arena that is under construction. She has not received any comments from the public one way or the other. The two parcels are in Yavapai County, and they have given authorization to proceed. Bringing them into the corporate boundaries will provide consistent zoning district application and agency authority.

Councilor Butner asked if this area to be annexed includes the rodeo arena, the equestrian arena, associated parking areas, the livestock pen, the second arena and the rodeo stands?

Ms. Lee and Mr. Martin both agreed that it does. Councilor Butner thanked Ms. Lee for all of her work on this project.

Public Hearing was open for Public Comments, there were none.
Public Hearing was closed.

- 14. Discussion, Consideration and Possible Approval of a loan request for final construction drawings/design for sewer mains/lift stations along Highway 260 from the state Water and Wastewater Infrastructure Authority (WIFA). The loan request is in the amount of 1.2 million and will be an interest only loan until a district is formed for construction as well and will NOT be paid for out of current customer's monthly bills or property taxes.** Staff Resource: Russ Martin, Troy O'Dell, and Michael Showers

Town Manager Russ Martin outlined the reasons for the loan and explained that this is a significant step in development of sewer along Hwy 260. He noted the advantages to the existing customers from the proposed expansion. The goal is to go before the Water Infrastructure Finance Authority (WIFA) in October for approval, then hire an engineering firm and have construction-ready drawings sometime next year. Those construction drawings would allow the Town to get an accurate estimate for construction costs, and with that estimate they would be able to inform property owners within the proposed improvement district what the financial impact of the new sewer line would be.

Vice Mayor Jenkins questioned the interest-only loan, asking how much the interest is, and who would be paying that initially. Town Manager Martin said the Town would be budgeting out of the General Fund to make the payment and it would eventually be rolled over into a construction loan. The actual interest payment would be dependent on interest rates, and could be as low as 1%. The payment could fluctuate between \$20,000 - 50,000.

Councilor Butner asked if the town is asking for approval to acquire a loan, but doesn't know exactly how much it is going to be or how it will be structured at this point.

Town Manager Martin explained that WIFA requires Council's approval to move forward, and tonight Council is being asked if they are willing to commit to applying for an interest-only loan. He explained that it was possible that if, in the future, an improvement district was not formed by the beneficiaries of the loan, then the Town of Camp Verde could be responsible for payment of the entire loan amount of \$1.2 million dollars. He further stated that he felt there was a reasonably low risk of that occurring.

Councilor Bill LeBeau stated that it is his understanding that this loan is not for construction, but only for design and planning.

Mr. Martin stated that is correct.

Councilor LeBeau asked if future obligations of the district would be dependent upon development. Mr. Martin clarified that the property owners' obligations would be a property tax attached to the property, and not dependent upon future development. He further explained that if things declined and property owners reneged on their obligation, the Town could be liable for those assessments. Mr. Martin noted however, that would be unlikely because the properties would probably be bought for the tax obligation, due to their value far exceeding that amount.

A motion was made by Councilor LeBeau, which was seconded by Councilor Butner. The motion carried unanimously with approval by Vice Mayor Jenkins and Councilors Whatley, LeBeau, Buchanan and Butner.

15. Covid-19 Update. Staff Resource Russ Martin

Finance Director Mike Showers informed Council that the Town had already hit the budget for revenues by the first week. His guess is that they will be \$30,000-50,000 over budget by the end of this month. Expense-wise, by the next meeting he should have a read on the first quarter. They have been moving forward on projects but are still well within budget. The Town received just under \$1.3 million from the CARES Act. The Town is in a good position right now, and hopefully things continue to move in a forward direction.

Mr. Martin informed Council that operations are going to change on Monday. Staff is in the final phase of a refreshed, renewed plan. As numbers have been fairly low consistently, they will move to Phase II and begin opening doors. Community development is very busy. PPE is available to hand to the public if needed. Fort Verde days is moving forward.

It was requested from the Town by the School District for permission to have more than 50 people per event, to which they replied in affirmative, providing policies and safety guidelines are followed.

Mr. Martin will contact the League of Cities tomorrow and will plead the case for liquor licenses and for Fort Verde to be open on Ft. Verde Days.

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

- 17. 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 wants to thank Town Staff, Melinda Lee, the Streets crew and the Town Manager and Staff for stepping up in regard to the Arena. Grandstands are being erected and concrete is being poured for the light poles. Tickets are on sale and things are moving forward with the planning of the Rodeo.

Councilor Bill LeBeau likes the three-sided walls around the soccer fields which allows for spectators to sit, and wants to know if all four fields are being completed at this time. Russ says two full soccer fields and two football fields are under construction at this time. Two baseball/softball fields are next on the list.

Vice Mayor Jenkins attended her first PSPRS meeting and enjoyed it. She has made several trips to the Sports complex and found it interesting to watch the laying of the sod.

- 18. 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 act on any such item, except that an individual Council member may request that the item be placed on a future agenda.

Town Manager Russ Martin announced that sadly the Comfort Inn has been red-tagged; they have several issues, and are working to repair these issues and reopen as soon as possible.

- 19. Adjournment**

Vice Mayor Jenkins adjourned the meeting at 8:58.

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 Work Session of the Town Council of Camp Verde, Arizona, held on May 1, 2020. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2020.

Cindy Pemberton, Town Clerk

□



Agenda Item Submission Form – Section I

Meeting Date: October 7, 2020

Consent Agenda *Decision Agenda* *Executive Session Requested*

Presentation Only *Action/Presentation* *Special Session*

Requesting Department: Town Manager & Finance

Staff Resource/Contact Person: Russ Martin & Mike Showers

Agenda Title (be exact): Discussion & possible approval of Resolution 2020-1055, A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, TO AUTHORIZE THE APPLICATION FOR A CLEAN WATER STATE REVOLVING FUND LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA.

List Attached Documents: 1) Resolution 2020-1055

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviews Completed by:

Town Attorney Comments: Approved resolution as to form.

Department Head:

Budgeted Unbudgeted N/A

Fiscal Impact: The Town would be taking on a \$1.2M loan is expected to be re-paid by property owners within an approved special district encompassing the area of the wastewater expansion. However, it is possible if the district cannot be created, that the Town would have to re-pay the loan.

Comments: This approval was previously given during the September 16th, 2020 Council meeting, however, WIFA requires this approval to be done by resolution.

Background Information: N/A

Recommended Action (Motion): Move to approve Resolution 2020-1055, A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, TO AUTHORIZE THE APPLICATION FOR A CLEAN WATER STATE REVOLVING FUND LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA.

Instructions to the Clerk: Forward copy of signed resolution to Finance Director.



RESOLUTION 2020-1055

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, TO AUTHORIZE THE APPLICATION FOR A CLEAN WATER STATE REVOLVING FUND LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA.

WHEREAS, the Town of Camp Verde ("Town") of Yavapai County has identified a need for a wastewater capital improvement project; and

WHEREAS, pursuant to Sections 9-521 through 540, and specifically Section 9-571, Arizona Revised Statutes, the Town may obligate the revenues generated by its wastewater system to repay a loan from the Water Infrastructure Authority of Arizona ("WIFA"); and

WHEREAS, the Town certifies that the population of the community is under 150,000 in population as of the most recent U.S. Census data; and

WHEREAS, the Town's population at the time of this request is approximately 11,200, which meets the requirement under A.R.S § 9-571; and

WHEREAS, it is in the Town's best interest to pursue and apply for financial assistance from WIFA of an amount not to exceed \$1,200,000.00 for such wastewater project;

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

Section 1. The Finance Director & Town Manager of the Town are each hereby authorized to apply for Clean Water State Revolving Fund financial assistance from WIFA.

Section 2. The Town Manager & Finance Director are each authorized to take such actions as are necessary to apply for financial assistance in an amount not to exceed \$1,200,000.00 payable from revenues of the wastewater system.

Section 3. All actions of the officers and agents of the Town which conform to the purposes and intent of this resolution and which further the completion of the application as contemplated by this resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed and approved. The proper officers and agents of the Town are hereby authorized and directed to do all such acts and things and to execute and deliver all such application documents on behalf of the Town as may be necessary to carry out the terms and intent of this resolution.

PASSED AND APPROVED by majority vote of the Common Council at the regular meeting of October 7, 2020:

PASSED AND ADOPTED:

Mayor Charles German

Date

Attest:

Approved as to Form:

Town Clerk Deborah Barber Date

Town Attorney W.J. Sims Date

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Agenda Item Submission Form – Section I

Meeting Date: October 7, 2020

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

Requesting Department: Marshal's Office

Staff Resource/Contact Person: Marshal Corey Rowley

Agenda Title (be exact): Possible approval of an Intergovernmental Agreement for Regional Emergency Operations Management and Disaster Services between Yavapai County and the Town of Camp Verde.

List Attached Documents:

- Intergovernmental Agreement
- Invoice \$4,675.00

Estimated Presentation Time: N/A

Estimated Discussion Time: 5 Minutes

Reviews Completed by:

- Department Head: Town Attorney Comments: N/A
- Finance Department N/A

Fiscal Impact:

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

Comments:

Background Information: 5 Year agreement that allows Yavapai County to work with the town to provide emergency services and related activities.

Recommended Action (Motion): Move to approve Intergovernmental Agreement for Regional Emergency Operations Management and Disaster Services between Yavapai County and the Town of Camp Verde, and authorize the payment of \$4,675.00

Instructions to the Clerk: Process Agreement.



YAVAPAI COUNTY
Office of Emergency Management

1100 Commerce Drive, Prescott, Arizona 86305

Phone (928) 771-3321

Fax (928) 771-3323

www.regionalinfo-alert.org



September 21st 2020

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

Dear Sir or Madam,

As all of you are aware the Intergovernmental Agreement for Regional Emergency Operations Management and Disaster Services between the County and the individual Jurisdictions is up for renewal. The five year period of the agreements expires this year, so we did a rewrite of the IGA to reflect the needed changes to the language of the document and to create a clearer breakdown of the services delivered.

No changes have been made to the identified cost of the services which is determined by the population of the individual jurisdiction. I would like to encourage each jurisdiction to review the IGA to see what services are provided so that each jurisdiction will maximize this resource.

We are sending the IGA out to you for review and consideration of approval by your respective governing bodies. This agreement was sent through the County's legal review and has been approved by the Board of Supervisors. Upon acceptance of this IGA, a formal signed document will be provided to each jurisdiction. We have included the invoice with the document in an effort to remain close to the original dates, so as not to delay or create any challenges for everyone's annual budget process. We would like to have all IGAs finished by the end of October if possible.

Thank you for your time and consideration of this matter. If we can be of assistance, please contact us at your earliest convenience.

Respectfully,

A handwritten signature in black ink, appearing to read "Ron Sauntman".

Ron Sauntman
Yavapai County Emergency Manager



INVOICE

Yavapai County
Emergency Management
1100 Commerce Drive
Prescott, AZ 86305

DATE: September 21, 2020
INVOICE # 92120-9
FOR: *Regional
Emergency
Operations
Management and*

Bill To:
Town of Camp Verde
Cindy Pemberton, City Clerk
473 S. Main St.
Camp Verde, Az 86322

DESCRIPTION	AMOUNT
Services provided by an IGA 2020-2021 to maintain Regional Emergency Operations Management and Disaster Services with Yavapai County. (Year 1 of 5)	\$4,675.00
TOTAL	\$ 4,675.00

Make check payable to: **Yavapai County Emergency Management**
Due: October 31st, 2020

INTERGOVERNMENTAL AGREEMENT FOR
REGIONAL EMERGENCY OPERATIONS MANAGEMENT AND DISASTER SERVICES
BETWEEN YAVAPAI COUNTY, ARIZONA
AND THE
Town OF Camp Verde

This Regional Disaster and Emergency Management Services Agreement (“Agreement”) goes into effect on the _____ day of _____ 2020 (the “Effective Date”), by and between Yavapai County, a political subdivision of the State of Arizona (“County”), and the Town of Camp Verde, a political subdivision of the State of Arizona (“Public Agency”).

STATUTORY AUTHORIZATION

County and Public Agency are empowered by A.R.S. sections 11-951 et seq. and A.R.S. section 26-308 to enter into this Agreement.

PURPOSE

WHEREAS, there is an existing possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from natural, technological, national security or other causes; and,

WHEREAS, the parties mutually desire that preparation shall be adequate to provide for the common defense against disaster; and,

WHEREAS, the parties mutually desire to assure the coordinated preparation and execution of emergency management programs and plans for the preservation of life and property when disasters occur in accordance with the guidance set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121-5207; Post Katrina Emergency Management Reform Act of 2006, Public Law 109-295; applicable Federal Emergency Management Guides and Directives; and applicable State of Arizona Emergency Plans;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed by and between County and Public Agency as follows:

DEFINITIONS

1. For purposes of this Agreement, the term “public agency” shall have the same definition as that contained in A.R.S. §11-951.
2. “Participating Public Agencies” means those public agencies, which have active agreements for Disaster and Emergency Management Services with County.
3. “Population” means the most recent U.S. census figure for each Participating Public Agency. This figure is normally calculated every 10 years, but if a supplementary census is conducted out of the 10-year cycle, the supplementary census numbers will be used, provided that all participating public agencies are included in the supplementary census.

TERMS OF AGREEMENT

1. County Obligations

County shall:

- a. Prepare and maintain a County Emergency Operations Plan or Plans (“EOP”) with due consideration of hazards that affect all areas in the County.
- b. Advise and assist Public Agency in the development, review, update, publication, and distribution of an EOP developed by Public Agency or the adoption of the Yavapai County EOP.
- c. Advise and assist Public Agency in the development, review, update, publication, and distribution of Continuity of Operations Plans
- d. Advise and assist Public Agency in the development, review, update, publication, and distribution of a Multi-Jurisdictional Hazard Mitigation Plan.
- e. Advise and assist Public Agency in the development, review, update, publication, and distribution of a Community Wildfire Protection Plan.
- f. Advise and assist Public Agency with the disaster and emergency management training of such employees as Public Agency shall designate.
- g. Provide and maintain a coordinated countywide emergency management program for extraordinary operational systems not provided for in normal governmental operations, including Warning Systems, Communications System, comprehensive emergency management and planning, and an Emergency Operations Center.
- h. Provide and maintain and issue access to a comprehensive emergency management software tool to expedite the emergency operations center processes.
- i. Develop and maintain a countywide comprehensive electronic interactive resource database of government owned and other resources available for use in the event of a disaster.
- j. Provide assistance with local emergency declarations and obtaining Federal and / or State funds available to Public Agency for emergency management and disaster purposes.
- k. Advise and assist Public Agency in the timely preparation of reports and other documentation required by the state and / or federal governments for emergency management purposes.
- l. Offer coordination assistance to Public Agency for major events or disasters affecting Public Agency.
- m. In its sole discretion, have the option to act as a primary or backup Emergency Operations Center for partner cities.
- n. Assist Public Agency in the design, development, delivery, and after-action reporting of exercises scheduled by Public Agency to test its disaster response capability.

- o. Advise and assist Public Agency with emergency shelter inspections and Americans with Disabilities Act compliance.
- p. Advise and assist Public Agency in complying with the provisions of A.R.S. Title 26, Chapter 2, (Emergency Management), and State policies and procedures.
- q. Advise and assist Public Agency with public awareness and education including but not limited to:
 - (1) providing disaster response pamphlets/handouts to Public Agency emergency management personnel for later distribution to the public.
 - (2) delivering disaster response pamphlets/handouts to libraries, community centers, and senior centers located in Public Agency.
 - (3) Coordinating with Public Agency to assist with public outreach activities on disaster and emergency-related subjects to schools, civic groups and similar organizations.
 - (4) Coordinating with Public Agency to assist with public outreach activities such as staffing information booths at fairs, safety days and similar events.
- r. Notify Public Agency of its annual assessment for each upcoming fiscal year no later than March 1 of the Preceding Fiscal Year.
- s. Assist Public Agency with other disaster and emergency management programs as may be agreed upon.

2. Public Agency Obligations

Public Agency shall:

- a. Develop or adopt, publish and distribute an EOP which is complementary to and compatible with County's EOP.
- b. Develop and conduct such emergency management training programs and exercises as it deems necessary.
- c. Have the option to act as a backup to the County if the County needs an alternate location.
- d. Collect and provide disaster and emergency management information, such as annual National Incident Management System reporting, when so required by the state or federal government.
- e. During each fiscal year (July 1 to June 30) of the term of this Agreement, pay to County an annual assessment to be determined as follows:
 - (1) \$.43 per person, per year based on the population of the Public Agency for the regional emergency operations management and disaster services defined in this agreement.

3. This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the subject matter contained herein and contains all the covenants and agreements between the parties with respect to the rendering of disaster and emergency management services. Except as otherwise provided herein, any effective modification must be in writing signed by both parties.
4. The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. §38-511.
5. In the event of any controversy, which may arise out of this Agreement, the parties agree that the matter shall be arbitrated as provided in A.R.S. §12-1518(A). The method of arbitration and the selection of arbitrators shall be decided by the mutual agreement of the parties at such time as arbitration services are needed. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
6. **TERMINATION.** The term of this Agreement shall commence on the Effective Date and continue for a period of five years, unless sooner terminated as provided herein. The Agreement may be terminated by either party giving written notice of such intention to the other party not less than ninety (90) days prior to June 30 of the year during which the notice is given, which shall be the effective date of the termination. This agreement shall be automatically renewed for another term of five years unless terminated pursuant to this paragraph.
7. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).
 - a. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.
 - b. All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.
 - c. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.
 - d. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).
 - e. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.
8. To the extent permitted by law, each Party does hereby covenant and agree to indemnify, defend, and hold harmless the other Party, their elected officials, appointees, officers, employees, contract employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which, are the result of any act or omission of the Party, its officers, employees, contract employees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a Party to comply with the terms of this Agreement shall not provide the basis of any third-party action against any of the Parties.

- 9. Pursuant to A.R.S. §23-1022(D), for the purposes of worker’s compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The primary employer shall be solely liable for payment of worker’s compensation benefits.
- 10. Property Disposition Clause. The parties do not anticipate the joint acquisition of property attributable to the exercise of each party’s duties and obligations pursuant to this Agreement. Any property acquired during the term of this Agreement shall be returned to the purchasing party no more than thirty (30) calendar days from the effective date of termination of this Agreement.
- 11. This agreement does not relieve any public agency of any obligation or responsibility imposed on it by law.
- 12. Any notices required or permitted to be given hereunder by either party to the other may be given by personal delivery in writing or by registered or certified mail, postage prepaid, with return receipt requested. Notices shall be addressed to the parties at the addresses appearing below, but each party may change such party’s address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three (3) days mailing. Notices shall be addressed as follows:

To County to the attention of:

To Public Agency to the attention of:

Emergency Manager
 Yavapai County Office of
 Emergency Management
 1100 Commerce Dr.
 Prescott, AZ 86305

Title: Town Clerk
 Agency: Town of Camp Verde
 Address: 473 S. Main St.
Camp Verde, AZ 86322

If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

Dated this _____ day of _____, 20__

For Public Agency: Camp Verde
Name: Charles German
Mayor, Town of Camp Verde

For County: Yavapai
Name: Craig L. Brown
Chairman, Board of Supervisors

ATTEST:

Cindy Pemberton, Town Clerk

Kim Kapin, Clerk of the Board

The undersigned attorneys for the respective parties each hereby certify that they have reviewed this Agreement and find that it is in proper form, and within the power and authority granted to their respective clients under the laws of the State of Arizona.

APPROVED AS TO FORM:

William J. Sims, Town Attorney

Joy Biedermann, Deputy County Attorney

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Agenda Item 4.e



Town of Camp Verde

Agenda Report Form – Section I

Meeting Date: October 7, 2020

Consent Agenda *Decision Agenda* *Executive Session Requested*

Presentation Only *Action/Presentation* *Work Session*

Requesting Department: Economic Development

Staff Resource/Contact Person: Jessica Bryson

Agenda Title (be exact): Proposed PPE Grant Program to be Administered by the Town of Camp Verde Economic Development Department

List Attached Documents: Outline of the Proposed PPE Program

Estimated Presentation Time: 5 mins

Estimated Discussion Time: 5 mins

Reviews and comments Completed by:

Town Manager: Russ Martin **Department Head:** Steve Ayers

Town Attorney Comments: _____

Background Information: On Wednesday, September 2, 2020, Town Council approved a citizen-proposed Personal Protective Equipment (PPE) grant program for local businesses utilizing Arizona CARES Act monies. The Economic Development Department has developed a plan for administering the program, which is aimed at helping local businesses recoup some of the costs associated with the CDC’s COVID-19-related health and safety recommendations.

Recommended Action (Motion): Move to authorize the administration of the proposed PPE grant program by the Town of Camp Verde Economic Development Department.

Instructions to the Clerk: None



MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
APPEALS & CONSTITUTIONAL LITIGATION DIVISION
GOVERNMENT ACCOUNTABILITY UNIT

KATHERINE JESSEN
ASSISTANT ATTORNEY GENERAL
DIRECT PHONE No.: (602) 542-3333
OMLETINFO@AZAG.GOV

September 24, 2020

Via Email & By Certified Mail, Return Receipt Requested

Camp Verde Town Council
c/o William J. Sims, Town Attorney
Sims Mackin
3101 N. Central Ave., Suite 870
Phoenix, AZ 85012
wjsims@sismackin.com

Re: Open Meeting Law and the Camp Verde Town Council

Councilmembers and Mr. Sims:

As you know, the Office of the Attorney General (the "Office") received a self-report complaint alleging that the Camp Verde Town Council (the "Council") violated Arizona's Open Meeting Law. The Office has concluded its review of the allegation and has determined that there was an Open Meeting Law violation in connection with the July 17, 2020 email exchanges sent to a quorum of the Council. The facts recited in this letter serve as a basis for this conclusion, but are not administrative findings of fact and are not made for purposes other than those set forth in A.R.S. § 38-431 *et. seq.*

Violation

The complaint alleged that the Council that an email purportedly proposing legal action was sent to a quorum of the Council. Specifically, the complaint alleged that on July 17, 2020, Councilmember Bill LeBeau emailed the entire Council and stated there was weed growth near a sports complex that needed to be cleaned up. Councilmember Buck Buchanan then replied to this email proposing that the weeds be addressed immediately. Councilmember Buchanan's reply email was sent to the entire Council. *See Council's Response Attachment Email Chain.*

The Open Meeting Law requires all meetings of any public body to be public meetings and that all interested members of the public be permitted to attend and listen to the deliberations and proceedings. A.R.S. § 38-431.01(A). A "meeting" is defined as "the gathering, in person or through technological devices, of a quorum of the members of a public body at which they discuss, propose or take legal action[.]" A.R.S. § 38-431(4). "When members of the public body are parties to an exchange of e-mail communications that involve discussion, deliberations or

taking legal action by a quorum of the public body concerning a matter that may foreseeably come before the public body for action, the communications constitute a meeting through technological devices under the OML.” Ariz. Att’y Gen. Op. I05-004 at 2. An email to a quorum of the public body and staff that simply proposes that the public body have the opportunity to consider a subject at a future public meeting, *without more*, does not violate the Open Meeting Law. *Id.* at 9.

Here, the discussion of the weed growth constituted more than simply proposing the matter be listed on a future agenda. Specifically, Councilmember LeBeau’s email to the Council stated that staff should prioritize the weed removal and Councilmember Buchanan’s reply email to the Council expressed agreement that the weed growth should be fixed immediately. Because these emails went beyond merely proposing the weed growth matter be placed on a future agenda, the emails violated the Open Meeting Law.

Remedy

To remedy this violation, the Office considered the readily available records documenting whether the Council has had any recent open meeting violations, that the Camp Verde Town Clerk took immediate corrective action by advising no other Councilmembers to respond to the email thread, and that the complaint was a self-report filed with the Office shortly after the violation occurred.

Having weighed these factors, and in order to resolve this matter, the Office requires no further action from the Board at this time, but has noted this occurrence as a violation, which will be considered in determining the response to any further Open Meeting Law violations by the Board and its current members.

This letter relates solely to the disposition of the aforementioned Open Meeting Law complaint; it is not a formal opinion of the Attorney General’s Office and should not be cited as authority in other matters.



Katherine Jessen
Assistant Attorney General
Open Meeting Law Enforcement Team

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MARK BRNOVICH
ATTORNEY GENERAL

OFFICE OF THE ARIZONA ATTORNEY GENERAL
APPEALS & CONSTITUTIONAL LITIGATION DIVISION
GOVERNMENT ACCOUNTABILITY UNIT

KATHERINE JESSEN
ASSISTANT ATTORNEY GENERAL
DIRECT PHONE No.: (602) 542-3333
OMLETINFO@AZAG.GOV

September 24, 2020

Via Email & By Certified Mail, Return Receipt Requested

Camp Verde Town Council
c/o William J. Sims, Town Attorney
Sims Mackin
3101 N. Central Ave., Suite 870
Phoenix, AZ 85012
wjsims@simsmackin.com

Re: Open Meeting Law and the Camp Verde Town Council

Councilmembers and Mr. Sims:

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Violation

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This letter relates solely to the disposition of the aforementioned Open Meeting Law complaint; it is not a formal opinion of the Attorney General’s Office and should not be cited as authority in other matters.



Katherine Jessen
Assistant Attorney General
Open Meeting Law Enforcement Team

Agenda Item 7



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: October 7, 2020

Consent Agenda Decision Agenda Executive Session Requested

Presentation Only Action/Presentation

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin / Troy Odell / Jerry Tinagero

Agenda Title (be exact): Discussion, consideration and possible direction on use of the land lease by the Camp Verde Arena Association (CVAA) for Kart Races.

List Attached Documents:

1. Lease from March 2019
2. Letter from CVAA

Estimated Presentation Time: 10 mins

Estimated Discussion Time: 15 mins

Reviews and Comments Completed by:

Town Manager: Russ Martin Department Head: _____

Town Attorney Comments: N/A

Risk Management: Need to follow lease requirements for liability coverage and endorsements.

Finance Department N/A

Background Information:

Working through the nuances of the lease can be challenging and since this is a relatively new arrangement staff felt it was important to discuss the potential for use of the leased land for other activities. Most recently the discussion on use of the land for Kart races. Representatives of the CVAA and Kart Association will be present to inform Council of what the use is and how they intend on using the space a letter with their explanation is attached.

Recommended Action (Motion): Direct CVAA to follow the lease requirements by completing an event(s) application for this use prior to activity commencing.

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



Rodeo Grounds Lease Agreement
Between Town of Camp Verde
and
Camp Verde Arena Association
Approved: March 6, 2019

This Rodeo Grounds Lease Agreement (the "Lease") made and entered into this 6 day of March, 2019 (the "Effective Date"), by and between the Town of Camp Verde, 473 S Main St., Ste. 102, Camp Verde, AZ 86322 (hereinafter referred to as the "Town") a political subdivision and Camp Verde Arena Association, 112 W Fort McDowell Place, Camp Verde, AZ 86322 (hereinafter referred to as "CVAA") an Arizona non-profit corporation, herein jointly referred to as the Parties.

WHEREAS, the Town is the owner of certain real property within the Town of Camp Verde, Yavapai County, Arizona as described in Exhibit "A" hereto, and commonly referred to as the "Rodeo Grounds"; and

WHEREAS, CVAA desires to administer and maintain said property according to the terms set forth herein; and

WHEREAS, Town is willing to enter into this Lease with CVAA conditioned on the continued operation of the Rodeo Grounds at its proposed location; and

WHEREAS, Town is prepared to permit CVAA to use Town land and has committed \$80,000 (the "Town Rodeo Assistance Fund") as seed money for Rodeo Grounds improvements and operations; and

WHEREAS, CVAA desires to commit funds, proceeds and other resources to administer, maintain and improve the premises for the Rodeo Grounds at the current location according to the terms set forth herein:

NOW, THEREFORE, the Mayor and Common Council of the Town of Camp Verde for and in consideration of the mutual promises, covenants and agreements contained herein and for other good and valuable consideration, receipt whereof being hereby acknowledged, the parties agree as follows:

1. LEASE OF PREMISES

- a) The Town, pursuant to the terms and conditions set forth herein, hereby leases to CVAA the property described as identified and depicted by Exhibit A (the "Premises"), which is incorporated herein by reference.
- b) The Premises (boundaries, buildings, other structures and infrastructure of the Rodeo Grounds) and terms and conditions shall not be reduced or otherwise modified by the Town without the concurrence of CVAA, or expanded or otherwise modified, altered, or improved by CVAA without the concurrence of the Town; any such modification shall be formalized by amending the Lease.

2. TERM

The term of the Lease (the "Lease Term") shall commence on the date when the Lease is fully executed by the Parties and be for a term of twenty-five (25) years effective as of this day 14th of March, 2019, unless earlier terminated as provided for herein. Recognizing that certain arrangements with stock contractors, specialty acts, and other attractions must be made by CVAA three (3) years in advance, the Parties agree to meet in the twenty-second year (22nd) year of this lease (2041) for the purpose of considering an extension beyond the twenty-five year term. In the event that the Parties are amenable to an extension, the Lease shall automatically renew at the end of the twenty-fifth year for an additional five (5) years. If not so extended, the Lease shall terminate at the end of the twenty-five year term (2044). Nothing herein shall preclude the Parties from otherwise renewing or replacing the Lease and or modifying the terms and conditions upon mutual agreement at any time.

3. TERMINATION OF AGREEMENT

This Lease may be terminated by either the Town or CVAA upon giving 6 months written notice thereof to the other party.

4. DUTIES OF CVAA

- a. Prior to the execution hereof, CVAA shall provide the Town Manager with:
 - i. Proof of IRS Code Section 501.c.3 non-profit status of CVAA.
 - ii. A key to the facilities at the Rodeo Grounds for emergency access which will be housed at the Camp Verde Marshal's Office.
- b. CVAA shall acknowledge that CVAA has inspected the Premises prior to execution of this Lease, accepts the Premises in their present "as is" condition and understands Town has no present or future duty or responsibility for repair or maintenance of the Premises, except as otherwise expressly provided in this Lease.

- c. CVAA shall be responsible for the administration and maintenance of the said Rodeo Grounds, and other improvements on the Premises (collectively, the "Rodeo Grounds"), including:
 - i. CVAA shall perform ordinary repairs and maintenance necessary to keep Premises in a safe and usable condition. If at any time upon a facilities inspection of the Premises, the Town identifies conditions in need of correction to keep the Premises in a safe and usable condition or to prevent future damage to or deterioration of the Premises, the Town shall provide a written list of such conditions to CVAA. The Parties then agree to meet within 30 days of receipt of said list by CVAA or within such other time period as may be mutually agreed upon by the Parties, in order to identify the list of priority repairs to be completed by CVAA, such agreement not to be unreasonably withheld.
 - ii. CVAA shall pay for all port-a-johns rental and maintenance/disposal fees.
 - iii. If any portion of the road to access the Rodeo Grounds is considered private, CVAA shall be obligated to maintain that portion of said road.
- d. CVAA shall be responsible for compliance with all environmental and public health regulations (collectively, the "Environmental Laws") applicable to the Premises, and its use thereof in order to safeguard the public's health. To the extent that such use by CVAA or other persons or entities allowed by CVAA to enter the Premises causes or contributes to a violation of any Environmental Law either on the Premises of the Property, including (without limitation) stormwater runoff and any pollution thereof, CVAA shall promptly control and manage violations and promptly remove pollutants, such as animal waste generated by use of the Premises, either by proper disposal or permitted recycling.
- e. CVAA shall make the Rodeo Grounds available to all user groups as provided herein, and so far as may be practicable, and shall be responsible for the oversight and preservation of the Premises by virtue of such use. Any fees collected by CVAA for the subletting of or authorized use of the Premises by third parties ("Third Party Event Sponsors") shall be retained by CVAA for the maintenance and future structural repairs, new construction, private road maintenance and growth of said "Rodeo Grounds".
- f. Prior to authorizing use of the Premises, CVAA shall consult with the Town's Parks and Recreation Department to determine those uses which will require Town approval through its special events process e.g. major events that will generate significant off-site traffic or noise impacts, or require special police and/or EMS support.
- g. CVAA shall inform any user group (the "Indemnifying Party") who will be renting or otherwise using the said "Rodeo Grounds" that it must obtain and maintain a special events liability insurance for their said event and hold CVAA and Town of Camp Verde, and its officials, officers, agents and employees (collectively, the "Indemnified Parties"), harmless from and shall defend and indemnify the Indemnified Parties from and against any and all liability for injuries to or deaths of persons or damage to property arising from the Indemnifying Party's activities and obligations. The obligations under this provision shall be included in each contract with a user group and shall survive the termination of this Lease.
- h. In light of the Town's contribution to the Rodeo Assistance Fund, CVAA shall establish and provide an opportunity for 'open use' of the Rodeo Grounds by the

public. Prior to each anniversary of the Effective Date, CVAA must provide the Town Manager a schedule for the following twelve months showing the available dates for public use. The Town will inform the public of such availability.

- i. CVAA will purchase and install signage (satisfactory to the Town) relative to the inherent risks of participating in equestrian events at the Rodeo Grounds.
- j. CVAA will establish security provisions to safeguard infrastructure and assets.
- k. CVAA will regularly inspect and maintain Rodeo Grounds for any and all hazards.
- l. CVAA shall repair or maintain pipes, lines wiring, or other facilities for delivery of utility services to and from the Premises.
- j. Shall maintain a valid Liquor License as appropriate.

5. DUTIES OF THE TOWN

- a. Town of Camp Verde shall be responsible for the Rodeo Assistance Fund in the amount of \$80,000. Such fund may only be used for materials and services used to construct improvements at the Premises, and shall be subject to the prior approval of the Town. Exhibit "B" lists the expenses that the Town has approved as of the Effective Date. CVAA will provide the Town of Camp Verde all invoices for such materials and services. The Town must pay for such materials and services within thirty (30) days. The amount paid shall be deducted from the Rodeo Assistance Fund. The Town shall have no obligation to pay for such services and materials once \$80,000 has been expended.
- b. Town of Camp Verde will oversee all plans and waive all permits for constructing said "Rodeo Grounds".
- c. Town of Camp Verde will provide an emergency exit road from said "Rodeo grounds" through the adjacent property of the Sports Complex.
- d. Town of Camp Verde will maintain and provide funding for, liability insurance for the first year of the term of this Lease. Thereafter, CVAA shall provide such insurance.
- e. Town of Camp Verde will designate parking areas specific to the Rodeo Grounds and shall retain control of vehicle parking in areas located outside the Rodeo Grounds Premises.
- f. Town of Camp Verde shall add the Rodeo Grounds to the property assets list and permit the Risk Pool to access the property for valuation purposes.
- g. Town of Camp Verde will be responsible to provide a sewer sleeve to the border of the Premises.

6. ALTERATIONS AND IMPROVEMENTS

It is understood and agreed that the Town has no present or future duty or responsibility to make alterations or improvements to the Premises. CVAA shall at its sole expense make all alterations and improvements as it may deem necessary or desirable except as otherwise expressly provided in this Lease or written amendments hereto. Prior to undertaking any alterations or improvements within the Premises, CVAA shall submit plans and specifications in a form acceptable to the Town for review and prior written approval. CVAA shall also comply with all other applicable statutes, rules, ordinances and regulations governing such alterations or improvements. No work shall be commenced by CVAA unless required written approvals have been obtained.

7. OWNERSHIP OF REAL AND PERSONAL PROPERTY

Title to all real property owned by the Town as of the effective Date of this Lease shall remain the Town's property. Additionally, title to all buildings, additions, or other improvements to the Premises that may be constructed or installed during the Lease Term shall vest in the Town upon completion or installation and shall remain the property of the Town unless expressly provided otherwise in this Lease or amendments thereto. Title to personal property or fixtures acquired by CVAA that can be removed without damage to the real property to which it is attached, shall remain with CVAA and such property may be removed by CVAA at any time prior to the expiration of this Lease or any other renewals thereof, provided that such removal does not damage the Premises.

8. TOWN ACCESS TO RODEO GROUNDS

The Town shall be permitted access to the Premises at all times for the purpose of examining and inspecting for health and safety hazards and proper maintenance or otherwise monitoring compliance with this Lease or for the purpose of gaining access to any adjacent property controlled by the Town or for such other purposes as the Town may deem necessary for the conduct of its business and/or administration of this Lease.

9. PREMISES MULTIPLE USE:

During the term of this Lease, or any renewal term thereof, the parties acknowledge that the subject property will be a recreational area for multiple users, including, but not limited to, the Town of Camp Verde, Camp Verde FFA, Camp Verde FFA Pals, various roping associations, Camp Verde Cavalry, the High School Rodeo Association, the production of a regular summer rodeo and various special events in the community, such as Town fair, festivals, concerts, tractor pulls, and to the general public. When scheduling the use of the Rodeo Grounds, CVAA shall secure dates for the Town of Camp Verde's annual Fort Verde Days in October and make all reasonable efforts necessary to provide such multiple usage. Notwithstanding the foregoing, in the unlikely event of a direct scheduling conflict between users, priority shall be given first to Town uses, and then to western and/or livestock activities. It is understood and agreed that the use of the Premises by CVAA, and policies governing such use, shall conform to all applicable federal, state, county and local laws, rules, ordinances and regulations. CVAA use or management of the leased Premises in violation of this section shall be deemed a material breach of this Lease.

10. SERVING OF ALCOHOL ON THE PREMISES (Rodeo Grounds)

- a) CVAA may serve alcohol to the public on the Premises in the area authorized by its liquor license during events CVAA produces and other events produced by Third Party Event sponsors.
- b) To eliminate the Town's and Taxpayer's risk as the property owner CVAA shall maintain:
 - i. A valid liquor license (as appropriate).
 - ii. Liquor liability policy (as appropriate, with sufficient limits). See Liquor Liability limits in Section 15.

- c) Any and all fees collected by liquor sales will be retained by CVAA for the maintenance and future structural repairs and new construction and growth of said "Rodeo Grounds". Alcohol shall be served in designated areas only.

11. LEASE PAYMENT TO THE TOWN

During the term of this Lease, and for subsequent renewals thereof, CVAA will:

- (i) Pay the Town of Camp Verde \$1.00 a year for ground use of said "Rodeo Grounds", Due by January 1st every year; and
- (ii) Discharge its other obligations hereunder such as:

12. INDEPENDENT CONTRACTOR AND NO JOINT VENTURE

No relationship of employer and employee exists between the Town and CVAA or between the Town and any member of CVAA. CVAA at all times is deemed to be an independent contractor. CVAA is not authorized to bind the Town to agreements or obligations. The Town shall not be liable for any acts of CVAA, or their members in performing their duties prescribed herein. It is hereby expressly understood and agreed that this Lease does not in any way or for any purpose create or intend to create the relationship of agent, servant, employee, partnership, joint venture or association as between the parties at any time during the term of this Lease or any renewal thereof.

13. ANIMAL QUARANTINE

Interruption of Uses and Events. The Parties acknowledge that in the event of an animal quarantine declared by the State Veterinarian applying to the Rodeo Grounds, certain uses of the Rodeo Grounds, including those within the Premises and Adjacent Property, may be suspended during such quarantine. The Parties agree that all Agreements for use of the Rodeo Grounds in whole or part shall contain a provision providing notice to the Parties thereto, and pursuant to Paragraph 14 herein, indemnify and hold harmless the Town and CVAA, its officers, officials, agents employees and volunteers, or any and all claims, damages, losses and expenses arising from such quarantine.

14. INDEMNIFICATION

Each party shall hold the other party, its officers, officials, agents, employees, and volunteers harmless from and shall defend and indemnify the other party from and against any and all liability for injuries to or deaths of persons or damage to property arising from the other party's activities and obligations or responsibilities arising under this Lease. Each party shall give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects either party, and both parties shall have the right to participate in the defense of such claim to the extent of its interests. This obligation survives the termination of this Lease.

15. LIABILITY INSURANCE

- a. CVAA shall procure and maintain until all of their obligations have been discharged including any warranty periods under this Lease are satisfied a **Comprehensive Commercial General Liability**/combined single limit insurance policy against claims for Bodily Injury and Property Damage which may arise from or in connection with the performance of obligations hereunder by CVAA in amount not less than:

\$1,000,000 each occurrence

\$2,000,000 aggregate

1 million excess by getting an outside policy and adding to give 3 million coverage

ALSO, WHEN CONTRACTING EVENTS THE ABOVE LIMITS MUST BE PROVIDED BY THE PERSON OR CORPORATION THAT IS HOSTING THE EVENT, LISTING THE STOCK CONTRACTOR AS AN ADDITIONAL INSURED OR PROVIDING PROOF OF COVERAGE WITH NO LESS THAN THE COVERAGE LISTED ABOVE.

- b. The first year of the agreement the Town will reimburse the cost of the **Commercial General Liability** insurance policy.
- c. Throughout the remainder of term of this Lease, CVAA shall procure and maintain a **Comprehensive Commercial General Liability** insurance policy by reason of the management and administration of operations conducted by CVAA on the Rodeo Grounds :
- d. Liquor Liability
 - 1 million per occurrence
 - 2 million aggregate
- e. During the term of this Lease the Town has the right with the concurrence of CVAA, to adjust the above insurance limits due to inflation.
- f. Certificates of Liability Insurance shall include the following language in the description of operations box:
 - ***A description of operations e.g. Lease Agreement Between the Town and CVAA***
 - ***The Town of Camp Verde shall be named as an Additional Insured with respect to liability arising out of the activities performed by, or on behalf of Lessee, Camp Verde Arena Association.***
 - The Town of Camp Verde shall be an additional insured to the full limits of liability purchased by CVAA even if those limits of liability are in excess of those required by this Lease.
 - g. Requirements for insurance
 - i. With the execution of this Lease, CVAA shall simultaneously furnish any original and renewal (if coverage has an expiration or renewal dates occurring during the term of this Lease). Certificates of Insurance (ACORD for or equivalent approved by the Town), corresponding endorsement(s) relative to the additionally insured status evidencing the required coverage to be in force and notices relative to this Lease to: Town of Camp Verde, 473 S. Main Street, Ste. 102, Camp Verde, AZ 86322, Attn: Risk Manager or carol.brown@campverde.az.gov.
 - ii. The Town reserves the right to require complete, certified copies of all insurance policies required by this Lease at any time.
 - iii. CVAA shall keep said policies in force for the duration of the Lease and for any possible extension thereof. The policy shall not be suspended, voided canceled or reduced in coverage for the duration of the Lease and for any possible extension thereof without at least thirty (30) days' notice of cancellation of material change in coverage.

- iv. The certificates of and any required endorsements are to be received and approved by the Town.
- v. The receipt of any Certificate of Insurance and endorsement does not constitute an agreement by the Town of Camp Verde that insurance requirements have been met.
- vi. CVAA's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- vii. The Town in no way warrants that the minimum limits contained herein are sufficient to protect CVAA from liabilities that might arise out of the performance of its obligations under this Lease and CVAA is free to purchase such additional insurance as may be determined necessary.
- viii. All carriers shall be approved to write insurance in the State of Arizona and possess an A- or better A.M. Best rating.
- ix. Failure to maintain the insurance policies as required by this Lease or to provide evidence of renewal is a material breach of this Lease.
- x. Failure of CVAA to obtain Certificates or other insurance evidence from other stock contractor or vendor shall not be deemed a waiver by the Town of Camp Verde.

16. ASSIGNMENT

CVAA may not assign any right, privilege or license conferred by this Lease, nor may it encumber any portion of the Rodeo Grounds without first obtaining the written consent of the Town, which consent shall not be unreasonably withheld.

17. HEADINGS FOR CONVENIENCE ONLY

The headings used in this Lease are for convenience only and are not intended to define or limit the scope of any provision in this Lease.

18. ENTIRE AGREEMENT

This Lease contains the entire understanding of the parties. Any modification of the terms hereof must be made in writing and must be executed with the same formalities as this Lease.

19. NOTICES

All notices required to be given by this Lease shall be sent by certified mail or delivered personally, shall be deemed given when mailed or delivered personally, and if mailed shall be addressed to the parties as follows:

Town Manager, Town of Camp Verde, 473 S Main St. Camp Verde, AZ 86322
 President, Camp Verde Arena Association, 112 W Fort McDowell Pl. Camp Verde, AZ 86322

20. REPRESENTATIONS AND WARRANTIES

Each party hereto represents and warrants that it has the right, power and authority to enter into, and perform their respective obligations under this Lease. The execution and delivery of this Lease by each party has been duly authorized by the respective authorized individuals.

21. EXECUTION

This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

22. SOVEREIGN IMMUNITY

Neither the Town nor CVAA waives its sovereign immunity by entering into this Lease, and fully retain all immunities and defenses provided by law with respect to any action based on or arising out this Lease.

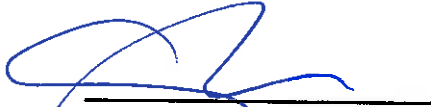
23. STATUTORY PROVISIONS

The Parties agree that they are not currently engaged in, and agree that for the duration of the Lease they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

IN WITNESS WHEREOF, the parties have executed this Lease as indicated below, but to be effective on the year and date first above written.

DATED this 14 day of March, 2019.

For the Camp Verde Arena Association



Mary Phelps, President

Date: 3/11/19



~~Charlotte Salsman, Treasurer~~
Daria Weir, Secretary

Date: 3-14-19

For the Town of Camp Verde:



Charles C. German, Mayor

Date: 3-14-19

Attest:



Judy Morgan, Town Clerk

Approved To Form:



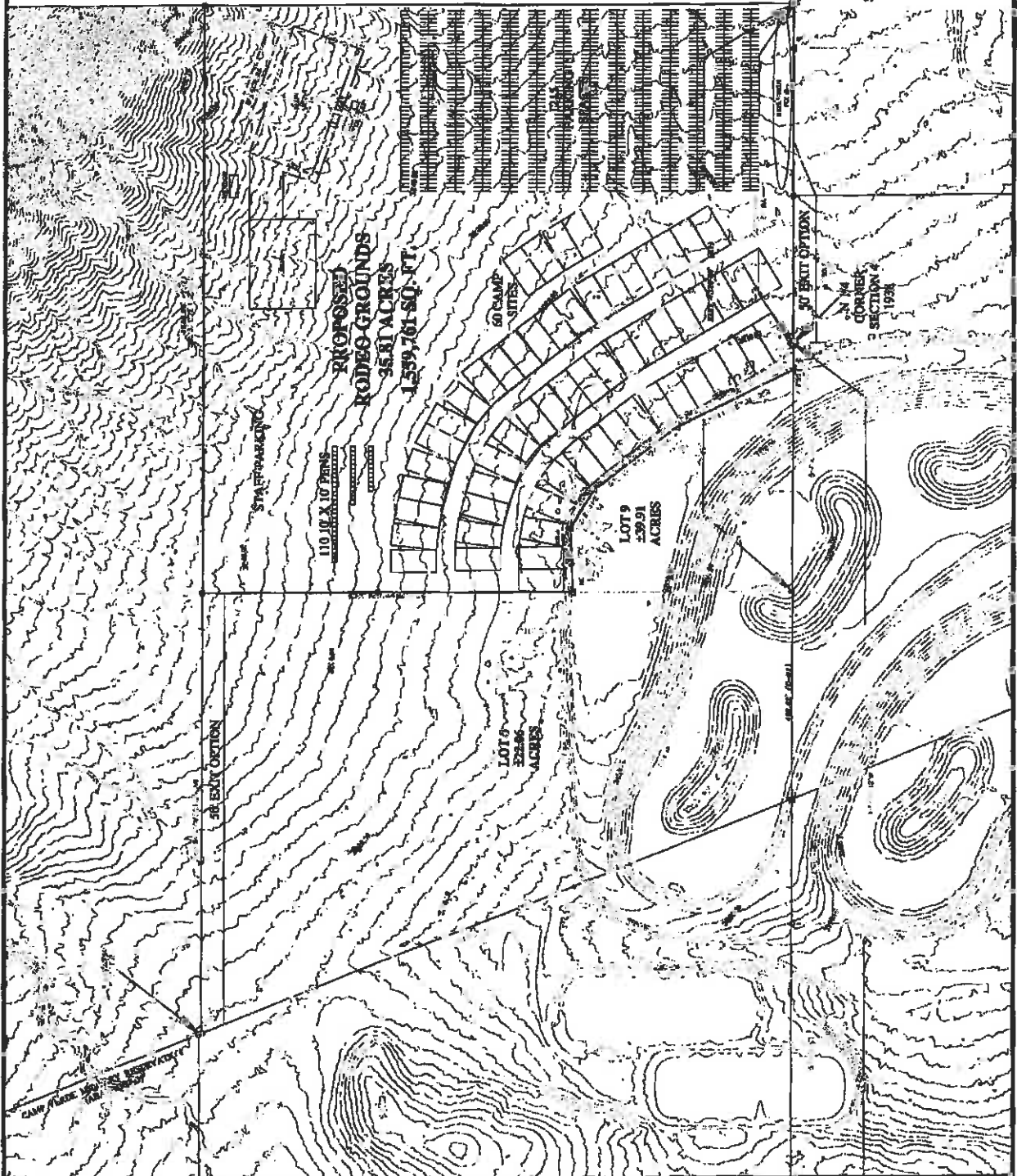
William J. Sims, Town Attorney

EXHIBIT A
MAP OF RODEO GROUNDS

EXHIBIT DRAWING

A PARCEL OF LAND LYING IN
SOUTHWEST 1/4 OF SECTION 33,
TOWNSHIP 14 NORTH, RANGE 5 EAST,
GILA & SALT RIVER BASIN & MERIDIAN,
YAVAPAI COUNTY, ARIZONA

- 1. ALL RIGHTS RESERVED
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HERITAGE
LAND SURVEYING & MAPPING, INC.
RUSSELL & MARSHALL A.S.C.
CAMP BULLOCK, ARIZONA
908-877-5174

EXHIBIT "A"

The following is a description of a parcel of land located within the Southeast Quarter of the Southeast Quarter of Section 33, Township 14 North, Range 5 East, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, Said parcel being more particularly described as follows:

BEGINNING at found GLO brass Cap marking the South Quarter corner of said section 33; From which a found GLO brass cap marking the Southeast corner of said section 33 Bears, South 89° 59' 53" East, [Basis of Bearing] at a distance of 2644.23 feet;

Thence North 00° 02' 46" East, a distance of 1315.51 feet, along the mid section line of section 33, to a found plastic cap atop a ½" rebar stamped L.S. 26925, marking the Center South 1/16 corner of section 33;

Thence North 89° 52' 20" West, a distance of 1320.00 feet, to a found plastic cap atop a ½" rebar stamped L.S. 26925, marking the Center Southwest 1/16 corner of section 33;

Thence South 00° 02' 15" West, a distance of 824.82 feet, to a calculated corner;

Thence North 87° 45' 47" East, a distance of 144.27 feet, to a calculated corner;

Thence South 58° 24' 41" East, a distance of 102.57 feet, to a calculated corner;

Thence South 36° 57' 39" East, a distance of 230.69 feet, to a calculated corner;

Thence South 26° 11' 36" East, a distance of 291.38 feet, to a calculated corner;

Thence South 89° 55' 12" East, a distance of 59.07 feet, along the South line of section 33, to a GLO brass cap, marking the North Quarter corner of section 4 Township 13 North Range 5 East;

Thence North 89° 58' 30" East, a distance of 761.57 feet, along the North line of said section 4 also being the South line of said section 33, to a found GLO brass cap marking the South Quarter corner of section 33; and the TRUE POINT OF BEGINNING;

Subject parcel of land contains 35.81 acres more or less, and is subject to all exceptions, easements and other items of the public record that may be pertinent to the subject parcel.

Exhibit "B"
EXPENSES THAT THE TOWN HAS APPROVED AS OF THE EFFECTIVE DATE

EXHIBIT B

WW MFG
8332 HWY 54
Thomas, OK. 73088
800-908-1214

Date	11/26/2018			10/25/2018	Salesman	Butch		
Sold To								
Company	City of Camp Verde							5/16/2018
Address								
City								
State	AZ							
Zip								
Contact	Bob Weir							
Ph#								
Fax#								
	QTY	PART #	DISCRPTION	COST	TOTAL	DWG	HAVE	
	ORDER							
3311-604-000			604					
3311-606-600	1	2-270	606	\$195.00	\$0.00	1	1	
6348-306-830	2	2-000	606-B	\$228.00	\$228.00	1		
3311-508-000	13	2-216	608	\$349.00	\$682.00	4	2 ??	
3311-510-100	4		610 Half Sheeted	\$266.00	\$3,484.00	16	3	
3311-612-000	6	2-216	612	\$278.00	\$1,800.00	6	1	
3311-614-330	1	2-219	614	\$306.00	\$2,193.00	104	88	
6348-510-000	2		610G6 RC Gate	\$444.00	\$444.00	1		
3316-510-000	1	2-228	610 G4	\$691.00	\$1,762.00	2	??	
3314-506-088	21	2-231	608 HPG 8"5"	\$589.00	\$606.00	1		
3314-508-088	1		608 HPG 8"6"	\$762.00	\$16,002.00	21		
3318-200-000	41	2-236	2WP 6"	\$1,052.00	\$1,062.00	1		
3318-300-000	63	2-236	3WP 8"	\$76.00	\$3,116.00	139	98	
3318-300-200	10	2-237	4WP 8"	\$90.00	\$5,870.00	69	6	
3319-101-000	3	2-268	PRB Left	\$101.00	\$1,010.00	11	1	
3319-102-000	3		PRB Right	\$76.00	\$328.00	3		
3332-130-001	258	2-247	POST P&D	\$76.00	\$228.00	3		
6348-028-000	1		25" ACF CLASSIC	\$17.00	\$6,846.00	255	?	
6348-128-000	2		20" ACF CLASSIC	\$293.00	\$293.00	1	?	
3313-132-000	2	2-244	32" ACF	\$472.00	\$944.00	2	?	
6341-602-000	2		90,7, Sht Metal, 90'-5,603,32" ccf	\$432.00	\$984.00	6	2	
6310-101-000	1		Steer Strip Chute (KJrbys)	\$1,373.00	\$2,746.00	2		
3341-602-400	1	2-000	6 X 2'-4"	\$1,106.00	\$1,106.00	1		
3341-608-000	1	2-292	6X8	\$134.00	\$134.00	1		
3341-610-300	8	2-205	6X10	\$261.00	\$261.00	1		
3341-612-000	3	2-294	6X12	\$298.00	\$2,144.00	155	147	
6244-616-600	2	2-000	6X16-6 RC Panel Pin on End	\$298.00	\$1,770.00	42	36	
	2	2-000	6X12 RC Gate Panel 133" OSM	\$606.00	\$1,210.00	2		
3341-612-086	1	2-287-96	6X12 HPG 8"6"	\$284.00	\$568.00	2		
6329-100-000	4	6-118	Pin to Pin adaptors	\$736.00	\$736.00	1		
3332-310-300	20	2-570	Triple Sockets	\$18.00	\$72.00	4		
	2		Sets Post Pins and Clips	\$14.00	\$280.00	20		
6313-100-000	1		C6X8 CT for Arrow	\$17.00	\$34.00	2		
6313-200-000	4		C6X8 GIF CT for Arrow	\$279.00	\$279.00	2	1	
				\$343.00	\$1,372.00	12	8	
					\$0.00			
					\$0.00			
					\$0.00			

					\$0.00
					\$0.00
				TOTAL	\$68,324.00
				DISC	0.7
				Frt rate may change at time of shipping	\$40,826.80
				FOB	\$40,826.80
					Plus Frt.



Camp Verde Arena Association

112 W Fort McDowell PI

Camp Verde, AZ 86322

www.campverdearena.com campverdearena@gmail.com

Town of Camp Verde,

Due to most recent events, this letter comes to you all with better understanding and information. As you know, CVAA signed a 25 year lease to host and to have multi-different events held through out the year. Such as, demolition derbies, tractor pulls, festivals, concerts, carnivals, and go-kart races to name a few. As part of our lease in section **9. Premises Multiple Use** (page 5) its states the following:

During the term of this lease, or any renewal term thereof, the parties acknowledge that the subject property will be a recreational area for multiple users, including, but not limited to, the Town of Camp Verde, Camp Verde FFA/PALS, various roping associations, Camp Verde Calvary, the High School Rodeo Association, the production of a regular summer rodeo and various special events in the community, as a Town Fair, festivals, concerts, tractor pulls, and to the general public. When scheduling the use of the use of the rodeo grounds, CVAA shall secure dates for the Town of Camp Verde's Annual Fort Verde Days in October and make all reasonable efforts necessary to provide such multiple usage. Notwithstanding the foregoing, in the unlikely event of a direct scheduling conflict between users, priority shall be given first to Town uses, and then to western and/or livestock activities. It is understood and agreed that the use of the premises by CVAA, and policies governing such use, shall conform to all applicable federal, state, county and local laws, rules, ordinances and regulations. CVAA use or management of the leased premises in violation of this section shall be deemed a material breach of this Lease.

I point this paragraph out because it seems that due to the most recent article in the paper about go-kart races coming to the Equestrian is frowned upon by a person or persons with the town. Based on this paragraph mentioned above CVAA is doing just that. We are opening our facility for multi-use and to the public. No, where in are lease states, no go-karts. We made it very known that we will be putting on or leasing property out to others to put on said events.

Northern Arizona Karting Alliance reached out to myself and our board about needing to find a different location to put on a go-kart race at least once a month. With the property we have and the "use" that fits our lease, with said paragraph mentioned above.

Let's look at part **4. Duties of CVAA Section e** (page3)

CVAA shall make the rodeo grounds available to all user groups as provided herein, and so far as may be practicable, and shall be responsible for the oversight and preservation of the Premises by virtue of such use. Any fees collected by CVAA for the subletting of or authorized use of the premises by third parties

("Third Party Event Sponsors") shall be retained by CVAA for the maintenance and future structural repairs, new construction, private road maintenance and growth of said "rodeo grounds".

CVAA made said Rodeo Grounds available to said group "the public" for a venue for their events. Which is why, in order to have said events, one, their club has to become members of the CVAA with a annual fee of \$250.00 and they must provide a list of members for their club. They are to schedule their events with us to make sure there is no conflict with other said events. They are to provide certificate of insurance naming CVAA and Town of Camp Verde as an additional insured and hold harmless. CVAA, will be collecting a gate fee from all spectators and as well as a \$10.00 per kart that will be racing.

Now, lets look at **Part 4 Section f** (page 3)

Prior to authorizing use of the premises, CVAA shall consult with the Town's Parks and Recreation Department to determine those uses which will require Town approval through its special events process e.g. major events that will generate significant off-site traffic or noise impacts or require special police and/or EMS support.

But, this is new to us and new to you all, new period. There is no scheduled Events at this time, we are only still clearing land so that we can have an area for said type of event. Which again, is why we have not filled out a special events application at this time. We are months away of having anything on the calendar for such said event. Again, the Northern Arizona Karting Alliance must get with us on the schedule of said events.

Last but not least last section that I need to point out is **Part 4 section g** (page 3)

CVAA shall inform any user group (the "Indemnifying Party") who will be renting or otherwise using the said "Rodeo Grounds" that it must obtain and maintain a special events liability insurance for their said event and hold CVAA and Town of Camp Verde, and its officials, officers, agents and employees (collectively, the "indemnified Parties") harmless from and shall defend and indemnify the Indemnified Parties from and against any and all liability for injuries to or deaths of persons or damage to property arising from the Indemnifying Party's activities and obligations. The obligations under this provision shall be included in each contract with a user group and shall survive the termination of lease.

Again, this too was given to the Go-Kart alliance that they must list us and the Town as additional insureds and the verbiage mentioned above. This has to be in place before any said event is scheduled.

Again, CVAA is doing their due diligence and wanting to see that this place be successful and bring revenue and families to the community. We understand that there is a step that we have to do and follow. As mentioned from Michael Marshall, "CVAA is in a unique situation. The special event application is intended for groups using our TOWN facilities briefly and to make sure all the various Departments have the opportunity to have their focus areas addressed. I certainly don't need or want to be involved in every event you have. The permit process also makes sure the organizers, especially the new ones, don't forget to address the small things that are always not readily apparent. The arena is designed and constructed to do what you are doing. It doesn't affect surrounding parking and business access, it doesn't need to be scheduled around other facility use that you don't know about and you're not using facilities that could be damaged by your use. I could support not using the Special Event form

but we need to ensure the required departments get the info they need about large tent and food vendors. Such as a "Standing Permit".

***CVAA is requesting that we take out **Part 4 Section F** on page 3 since what has been established in paragraph **Part 9 Premises Multiple Use** on page 5. As for providing on **Part 4 section H** page 4 states that we provide the Town Manager a schedule, we can also provide Parks and Recs so that all can stay informed.



Agenda Report Form – Section I

Meeting Date: October 7, 2019

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

Requesting Department: Economic Development Department

Staff Resource/Contact Person: Steve Ayers

Agenda Title (be exact): Presentation, discussion and possible approval of a Quitclaim Deed to the Trust of Public Land relative to APN 404-20-024C, a parcel of land approximately .95 acres in size owned by the Town of Camp Verde, that would clarify title to the property by reason of abutment to meanderland.

List Attached Documents: 1) Copy of the Quitclaim Deed, 2) Surplus Land Deed recorded 10-1-2002, 3) TPL Property Survey Sheet 2y, 2018, 4) Title Commitment, 5) General Land Office Survey, 6) ToFCV Resolution 2017-983

Estimated Presentation Time: 5

Estimated Discussion Time: 5

Reviews and comments Completed by:

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

Background Information: The Trust for Public Lands is working with the Coconino National Forest to transfer ownership of approximately 60 acres, known as the Toy Property, located at the confluence of the Verde River and Beaver Creek. Directly adjacent to the Toy property lies a triangular parcel owned by the Town of Camp Verde, APN 404-20-024C. During the negotiations to transfer the land, the Forest Service objected to an exception in the Title Commitment (Exception #13) which reads, "The rights or claims of title, if any, by the Town of Camp Verde to that portion of Parcel 9 lying Southwesterly of Lot 5, as described in Deed recorded in Book 3892, page 667 of Official Records, by reason of abutment to meanderland."

The title company will delete Exception 13 from the TPL-USFS commitment based upon TPL receiving a quitclaim deed from the Town of Camp Verde, whereby the Town Quitclaims any portion of Parcel 9 lying northwesterly of the centerline of Beaver Creek. The request would not be for any of Parcel 404-20-024C, but ensure there is no cloud on the title for what the Trust for Public Lands purchased from the Toy family. The Town Attorney reviewed Quitclaim Deed and suggested an addition (in red on the attached document). The Trust for Public Land and the Title Company accepted the Town Attorney's addition to the Quitclaim Deed.

The federal funding to purchase the Toy property for the Coconino National Forest was unanimously supported by the Common Council of the Town of Camp Verde in September 2017 through Resolution 2017-983.

Explanation of property Docs:

In the Surplus Land Deed recorded in Book 3892, page 667 (attached), the State Land Department granted to Town of Camp Verde "that portion of General Land Office Lot 5 lying westerly of the centerline of Beaver Creek as it existed on June 14, 1973, containing 0.950 acres more or less". General Land Office Lot 5 is shown on the survey recorded in Book 2 of Land Surveys, pages 195 and 196 (attached), and the 0.950-acre portion acquired by the Town is identified on the tax assessor's maps as #404-20-024C.

Parcel 9 referred to in the title commitment (the meanderland parcel) is shown on Sheet 2 of the 2018 survey obtained by TPL (attached), with tax parcel 404-20-024C adjacent along the northeastern corner of Parcel 9.

Recommended Action (Motion): Move to approve a Quitclaim Deed to the Trust of Public Land relative to APN 404-20-024C, a parcel of land approximately .95 acres in size owned by the Town of Camp Verde, with the Town Attorney's suggested addition.



**ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)**

**COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY’S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the “Company”), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company’s liability and obligation end.

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Empire West Title Agency LLC, issuing agent for
Westcor Land Title Insurance Company
By: Tim Muse
Title Department

WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell
President
Attest: [Signature]
Secretary

Please direct all inquires and correspondence to:
Empire West Title Agency LLC
Escrow Officer: Penny Fincher
Phone: 928-778-5044

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and signed by the Company or its issuing agent that may be in electronic form.



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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) “Title”: The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) signed by the Company or its issuing agent that may be in electronic form.

4. COMPANY’S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company’s liability under Commitment Condition 4 is limited to the Proposed Insured’s actual expense incurred in the interval between the Company’s delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured’s good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company’s written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company’s liability shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company’s liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

COMMITMENT FOR TITLE INSURANCE

Issued by
Westcor Land Title Insurance Company

SCHEDULE A

Address Reference: **240 E. Toy Road, Camp Verde, AZ**

1. Commitment Date: **July 30, 2020, 7:30 am**
2. Policy to be issued:
 - (a) 2006 ALTA® Standard Coverage Policy
Proposed Insured: **United States of America**
Proposed Policy Amount:
- 3A. The estate or interest in the land described in this Commitment and covered herein is **fee as to Parcels 1, 2, 3, 4, 5, 6, 7, 9; easement as to Parcels 1A & 8** and title thereto is at the effective date hereof vested in:
The Trust for Public Land, a California nonprofit benefit corporation
- 3B. Title to the estate herein described upon issuance of the Policy shall be vested in:
United States of America
4. The land referred to in this Commitment is described as follows:
SEE ATTACHED EXHIBIT "A"

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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EXHIBIT "A"

PARCEL NO. 1

A TRACT OF LAND IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA AS DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT ON THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER THAT LIES SOUTH, 1095.6 FEET FROM THE NORTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER;
THENCE SOUTH 50 FEET ALONG SAID EAST LINE;
THENCE WEST 100.0 FEET;
THENCE SOUTH 18° 22' WEST, 242.0 FEET;
THENCE SOUTH 12° 13' EAST, 714.9 FEET;
THENCE EAST, 25.0 FEET TO THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER;
THENCE SOUTH, 66.0 FEET ALONG SAID EAST LINE;
THENCE WEST, 854.3 FEET TO A POINT IN BEAVER CREEK;
THENCE NORTH 211.5 FEET UP BEAVER CREEK;
THENCE NORTH 14° 54' EAST, 512.6 FEET UP BEAVER CREEK;
THENCE NORTH 70° 01' EAST, 557.3 FEET;
THENCE NORTH 29° 40' EAST, 169.3 FEET;
THENCE EAST 115.0 FEET TO THE POINT OF BEGINNING.**

PARCEL NO. 1A

AN EASEMENT FOR INGRESS AND EGRESS, 50 FEET IN WIDTH, LYING TO THE LEFT OF A SIDELINE DESCRIBED THUS:

**BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED TRACT;
THENCE NORTH 1095.6 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF THE WEST HALF OF THE NORTHWEST QUARTER;
THENCE NORTH 89° 55' WEST, 1329.3 FEET TO THE NORTHWEST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER.**

PARCEL NO. 2

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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*Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule A*

A TRACT OF LAND IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

**BEGINNING AT A POINT ON THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER THAT LIES SOUTH 1145.6 FEET FROM THE NORTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER;
THENCE SOUTH 928.4 FEET ALONG SAID EAST LINE;
THENCE WEST, 25.0 FEET;
THENCE NORTH 12° 13' WEST, 714.9 FEET;
THENCE NORTH 18° 22' EAST, 242.0 FEET;
THENCE EAST 100 FEET TO THE POINT OF BEGINNING.**

PARCEL NO. 3

A PORTION OF LOT 5, SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING FOR REFERENCE AT THE WEST QUARTER CORNER OF SAID SECTION 29;
THENCE NORTH 89° 33' 20" EAST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 29, A DISTANCE OF 267.30 FEET TO THE CENTERLINE OF WET BEAVER CREEK AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID MID-SECTION LINE, NORTH 89° 33' 20" EAST, 1,058.43 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29;
THENCE LEAVING SAID MID-SECTION LINE, SOUTH 0° 26' 19" EAST, ALONG THE EAST LINE OF THE SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, 550.00 FEET TO A POINT ON SAID EAST LINE;
THENCE LEAVING SAID EAST LINE, SOUTH 89° 33' 20" WEST, 1,044.76 FEET TO A POINT ON THE NORTHERLY MEANDER LINE OF THE VERDE RIVER;
THENCE NORTH 27° 30' 00" WEST, ALONG SAID NORTHERLY MEANDER LINE, 266.58 FEET TO A POINT AT WHICH THE NORTHERLY MEANDER LINE AND THE CENTERLINE OF WET BEAVER CREEK INTERSECT;
THENCE LEAVING SAID NORTHERLY MEANDER LINE, NORTH 18° 33' 28" EAST, ALONG THE SAID CENTERLINE OF WET BEAVER CREEK, 330.60 FEET TO THE TRUE POINT OF BEGINNING;**

EXCEPT ANY PORTION NOT LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH 550.00 FEET OF LOT 5, SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA;

EXCEPT THAT PART LYING WEST AND SOUTHWESTERLY OF BEAVER CREEK.

PARCEL NO. 4

A PORTION OF LOT 5, SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING FOR REFERENCE AT THE WEST QUARTER CORNER OF SAID SECTION 29
THENCE NORTH 89° 33' 20" EAST, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 29, A DISTANCE OF 1,325.73 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29;**

THENCE LEAVING SAID MID-SECTION LINE, SOUTH 0° 26' 19" EAST, ALONG THE EAST LINE OF THE SAID NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, 550.00 FEET TO A POINT ON SAID EAST LINE AND THE TRUE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID EAST LINE, SOUTH 0° 26' 19" EAST, 262.30 FEET TO A POINT ON THE NORTHERLY MEANDER LINE OF THE VERDE RIVER;
THENCE LEAVING SAID EAST LINE, NORTH 27° 45' 00" WEST, ALONG SAID NORTHERLY MEANDER LINE, 32.54 FEET TO AN ANGLE POINT ON SAID NORTHERLY MEANDER LINE;
THENCE CONTINUING ALONG SAID NORTHERLY MEANDER LINE NORTH 82° 30' 00" WEST, 111.16 FEET TO A POINT ON SAID NORTHERLY MEANDER LINE;
THENCE LEAVING THE MEANDERS OF THE VERDE RIVER, NORTH 0° 26' 19" WEST, 218.02 FEET TO A POINT;
THENCE NORTH 89° 33' 20" EAST, 125.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT ANY PORTION NOT LYING WITHIN THE EAST 125 FEET OF SAID LOT 5.

PARCEL NO. 5

A TRACT OF LAND IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID WEST HALF OF THE NORTHWEST QUARTER;
THENCE NORTH 89° 55' WEST 931.5 FEET ALONG THE SOUTH LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER TO A POINT IN BEAVER CREEK;
THENCE NORTH 10° 10' 30" EAST, 436.9 FEET UP BEAVER CREEK;
THENCE NORTH 68.5 FEET UP BEAVER CREEK;
THENCE EAST 854.3 FEET TO THE EAST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER;
THENCE SOUTH 500.0 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

ALL THAT PORTION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHWEST QUARTER THAT LIES EAST 322.50 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 29;
THENCE NORTH 26 DEGREES 34 MINUTES 00 SECONDS EAST, 257.70 FEET MORE OR LESS TO A POINT ON A LINE WHICH LIES NORTH 89 DEGREES 55 MINUTES 00 SECONDS WEST, 931.50 FEET AND NORTH 10 DEGREES 10 MINUTES 30 SECONDS EAST FROM THE SOUTHEAST CORNER OF SAID WEST-HALF OF NORTHWEST QUARTER;
THENCE SOUTH 10 DEGREES 10 MINUTES 30 SECONDS WEST, TO A POINT ON THE SOUTH LINE OF SAID WEST-HALF OF THE NORTHWEST QUARTER THAT LIES NORTH 89 DEGREES 55 MINUTES 00 SECONDS WEST, 931.50 FEET FROM THE SOUTHEAST CORNER THEREOF;
THENCE NORTH 89 DEGREES 55 MINUTES 00 SECONDS WEST, TO THE TRUE POINT OF BEGINNING.

(FROM: PARCEL III OF THAT WARRANTY DEED FILED FOR RECORD 12/24/2012 IN BOOK 4927 AT PAGE 477, OFFICIAL RECORDS OF YAVAPAI COUNTY (WITH CORRECTIONS))

PARCEL NO. 6

A PORTION OF LOT 5, SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT THE WEST QUARTER CORNER OF SAID SECTION 29 FROM WHICH THE NORTHWEST CORNER OF SAID SECTION BEARS NORTH 0°35'42" WEST, A DISTANCE OF 2,639.78 FEET THEREFROM;
THENCE SOUTH 27° 30' 00" EAST ALONG THE NORTHERLY MEANDER LINE OF THE VERDE RIVER, A DISTANCE OF 617.58 FEET TO A POINT ON SAID NORTHERLY MEANDER LINE AND THE TRUE POINT OF BEGINNING;
THENCE LEAVING SAID NORTHERLY MEANDER LINE, NORTH 89° 33' 20" EAST, A DISTANCE OF 919.76 FEET TO A POINT;
THENCE SOUTH 0° 26' 19" EAST, A DISTANCE OF 218.02 FEET TO A POINT ON THE NORTHERLY MEANDER LINE OF THE VERDE RIVER;
THENCE NORTH 82° 30' 00" WEST, ALONG SAID NORTHERLY MEANDER LINE, A DISTANCE OF 878.84 FEET TO AN ANGLE POINT IN THE NORTHERLY MEANDER LINE;
THENCE CONTINUING ALONG SAID NORTHERLY MEANDER LINE, NORTH 27° 30' 00" WEST, A DISTANCE OF 108.42 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE ALSO DESCRIBED AS FOLLOWS;

LOT 5, SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN;

EXCEPT THE EAST 125; AND

EXCEPT THE NORTH 550 FEET

PARCEL NO. 7

A PARCEL OF GROUND LYING IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, G. & S.R.M., YAVAPAI COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 29;
THENCE NORTH 89° 55' EAST (BASIS OF BEARINGS) 1327.85 FEET TO A ¾ INCH PIPE SHOWN AS "FOUND" ON A RESULTS OF SURVEY PLAT PREPARED BY HERITAGE LAND SURVEY COMPANY, SEALED BY DUGAN L. MCDONALD, R.L.S., AND RECORDED BY FIRST AMERICAN TITLE COMPANY IN BOOK 26 OF LAND SURVEYS, PAGE 87 (HEREAFTER REFERRED TO AS "RECORD");
THENCE SOUTH A DISTANCE OF 1095.60 (RECORD) TO A FOUND 5/8 INCH REBAR AND CAP STAMPED "RLS 26925" AT THE TRUE POINT OF BEGINNING FROM WHICH, A FOUND 5/8 INCH REBAR AND CAP STAMPED "LS 7908" LIES NORTH 28° 15' 26" EAST 7.44 FEET;
THENCE WEST A DISTANCE OF 115.04 FEET (RECORD WEST 115.00 FEET) TO A FOUND 5/8 INCH REBAR WITH CAP STAMPED "RLS 26925",
THENCE SOUTH 29° 37' 43" WEST 169.07 FEET (RECORD SOUTH 29° 40' 00" WEST 169.25 FEET) TO A FOUND 5/8 INCH REBAR WITH CAP STAMPED "RLS 26925";
THENCE SOUTH 69° 29' 59" WEST (RECORD SOUTH 70°01'00" WEST) 328.26 FEET TO A POINT ON A FENCELINE FROM WHICH, A FOUND 5/8 INCH REBAR WITH CAP STAMPED "RLS 26925" LIES SOUTH 69° 29' 59" WEST 68.10 FEET;
THENCE ALONG SAID FENCELINE, THE FOLLOWING SUCCESSIVE COURSES:
NORTH 51° 09' 48" EAST 26.32 FEET;
NORTH 69° 45' 45" EAST 142.08 FEET;
NORTH 70° 35' 53" EAST 54.08 FEET;
NORTH 69° 52' 12" EAST 112.18 FEET TO A POINT FROM WHICH, A FOUND 5/8 INCH REBAR WITH CAP STAMPED "LS 7908" LIES SOUTH 19° 22' 58" EAST 0.59 FEET;
THENCE CONTINUING ALONG SAID FENCELINE NORTH 30° 11' 11" EAST 99.76 FEET;
THENCE NORTH 29° 49' 17" EAST 65.04 FEET;
THENCE NORTH 39° 35' 39" EAST 3.95 FEET TO A POINT FROM WHICH, A FOUND 5/8 INCH REBAR

WITH CAP STAMPED "LS 7908" LIES NORTH 32° 47' 43" WEST 0.91 FEET,
THENCE CONTINUING ALONG SAID FENCELINE, NORTH 89° 30' 24" EAST 87.44 FEET;
THENCE SOUTH 89° 15' 09" EAST 16.75 FEET;
THENCE NORTH 89° 55' 31" EAST 6.73 FEET;
THENCE SOUTH A DISTANCE OF 6.55 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 8

A NON-EXCLUSIVE PERPETUAL EASEMENT FOR INGRESS AND EGRESS OVER AND ALONG A STRIP OF LAND 20 FEET WIDE OVER AND ACROSS:

THAT PART OF LOT 5, SECTION 29, TOWNSHIP 14 NORTH, RANGE 5 EAST, G & S R B & M IN YAVAPAI COUNTY, STATE OF ARIZONA LYING WESTERLY OF THE CENTER LINE OF BEAVER CREEK AS IT EXISTED ON JUNE 14, 1973. SAID 20 FOOT WIDE STRIP OF LAND IS LOCATED 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT A POINT ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 29, 11 FEET NORTH 89° 37' 24" EAST FROM THE WEST QUARTER SECTION CORNER OF SAID SECTION 29, AND RUNNING:

THENCE SOUTH 2° 03' 06" EAST, 194.71 FEET TO THE BEGINNING OF A 100 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67° 42' 48" AN ARC DISTANCE OF 118.18 FEET TO THE BEGINNING OF A 100 FOOT RADIUS REVERSE CURVE;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 50° 59' 03" AN ARC DISTANCE OF 88.98 FEET TO THE END OF SAID CURVE;

THENCE SOUTH 18° 46' 51" EAST 130.94 FEET TO THE BEGINNING OF 100.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 71° 35' 45" AN ARC DISTANCE OF 124.96 FEET TO THE END OF SAID CURVE, BEING A POINT ON THE 1893 MEANDER LINE OF THE LEFT BANK OF THE VERDE RIVER; AND

THENCE PROLONGING THE SOUTHERLY LINE OF THIS EASEMENT NORTH 89° 37' 24" EAST TO SAID VERDE RIVER MEANDER LINE AND THE END OF THIS DESCRIPTION.

AND OVER THE WEST ONE FOOT OF THE NORTH 10 FEET OF SAID LOT 5.

PARCEL NO. 9

A parcel of land located in the Southwest Quarter of Section 29, Township 14 North, Range 5 East of the Gila and Salt River Meridian, Yavapai County, Arizona, being southerly of Parcel No. 4 and No. 6, and southwesterly of Parcel No. 3, all per Instrument No. 2017-0043121, Yavapai County, Arizona, henceforth referred to as (R), and northerly of the approximate centerline of the Verde River as located in December 2017, the Verde River being a natural waterway is subject to change over time, described as follows:

Beginning at the locally accepted West Quarter corner of said Section 29, per Book 2 of Land Surveys, Pages 195-196, Yavapai County, Arizona, monumented by a found 1 inch iron pipe with no cap or tag, from which the locally accepted Northwest corner of said Section 29, per Book 149 of Land Surveys, Page 89, Yavapai County, Arizona, lies North 00°21'29" West, used as the Basis of Bearings for this description, a measured distance of 2639.86 feet, recorded as North 00°21'29" West, a distance of 2639.81 feet per Book 2 of Land Surveys, Pages 195-196, Yavapai County, Arizona, monumented by a found 5/8 inch rebar with no cap or tag in pavement;

THENCE, from said West Quarter corner of Section 29, South 27°30'00" East a distance of 293.37 feet, bearing recorded as South 27°30'00" East per (R), to the approximate centerline of Wet Beaver Creek as located in December 2017, Wet Beaver Creek being a natural waterway is subject to change over time, also being a point on the westerly line of said Parcel No. 3 per (R);

THENCE, continuing, South 27°30'00" East, along the westerly line of said Parcel No. 3 per (R), a distance of 432.74 feet, bearing recorded as South 27°30'00" East per (R), to a point on the southerly line of said Parcel No. 6

per (R);

THENCE, South 82°30'00" East, along the southerly line of said Parcel No. 6 per (R), a distance of 980.20 feet, recorded as South 82°30'00" West a distance of 990.00 feet per (R), to a point on the southerly line of said Parcel No. 4 per (R);

THENCE, South 27°45'00" East, along the southerly line of said Parcel No. 4 per (R), a distance of 35.20 feet, recorded as South 27°45'00" East a distance of 32.54 feet per (R), to a point on the southerly line of said Parcel No. 4 per (R);

THENCE, South 00°18'53" East a distance of 470.15 feet, to the approximate centerline of the Verde River as located in December 2017;

THENCE, North 62°27'34" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 116.48 feet;

THENCE, North 60°18'32" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 114.30 feet;

THENCE, North 65°13'18" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 113.69 feet;

THENCE, North 66°05'27" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 129.00 feet;

THENCE, North 77°59'24" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 88.90 feet;

THENCE, North 88°18'00" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 56.68 feet;

THENCE, South 87°01'21" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 195.06 feet;

THENCE, South 83°39'02" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 235.13 feet;

THENCE, South 70°27'50" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 111.75 feet;

THENCE, South 61°47'02" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 110.71 feet;

THENCE, South 81°10'07" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 40.36 feet;

THENCE, North 81°16'48" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 39.52 feet;

THENCE, North 73°51'21" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 44.47 feet, to a point on the west line of said Section 29;

THENCE, North 00°16'58" West, along the west line of said Section 29, a distance of 1156.42 feet, to the True Point of Beginning.

COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

**SCHEDULE B, PART I
Requirements**

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

- 1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**
- 2. Pay the agreed amount for the estate or interest to be insured.**
- 3. Pay the premiums, fees, and charges for the Policy to the Company.**
- 4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.**
- 5. Payment of any and all assessments.**
- 6. Furnish a certified copy of a resolution by the Board of Directors of The Trust for Public Land, attested to by its secretary, authorizing this transaction and naming the officers authorized to execute the instruments necessary to complete this transaction.**
- 7. Record Reconveyance of Deed of Trust securing an original indebtedness in the amount of \$1,363,500.00 recorded October 2, 2018 as Document No. 2018-0051195 of Official Records:**

Trustor: The Trust for Public Land, a California nonprofit benefit corporation
Trustee: Empire West Title Agency, LLC
Beneficiary: Catena Foundation

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part I

8. **Record Deed from The Trust for Public Land, a California non-profit public benefit corporation authorized to do business in Arizona as TPL-Arizona, Inc. who acquired title as The Trust for Public Land, a California nonprofit benefit corporation to United States of America.**

NOTE: See attached tax sheet(s) for the following Parcel Number(s):404-20-001A.

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Deed recorded October 2, 2018 in Document No. 2018-0051194, of Official Records.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

End of Schedule B, Part I

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part I

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. **Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.**
2. **Water rights, claims or title to water, whether or not shown by the public records.**
3. **Reservations or exceptions contained in the Patent (Certificate No. 770) from the United States of America signed on March 1, 1904, and in the Patent (Certificate No. 645926) from the United States of America signed on August 22, 1918, according to the provisions of the Act of Congress of May 20, 1862.**
4. **Easement(s) for smoke and incidental purposes, recorded in Book 145, page 165 of Deeds.**
5. **Easement(s) for telephone and telegraph lines and incidental purposes, recorded in Book 154, page 414 of Deeds.**
6. **Easement(s) for electric lines and incidental purposes, recorded in Book 283, page 203 of Official Records.**
7. **The terms, conditions and provisions contained in the document entitled Easement for Access recorded November 1, 1982 as Book 1494, page 951 of Official Records.**
8. **The terms, conditions and provisions contained in the document entitled Easement for Access recorded November 12, 1982 as Book 1497, page 704 of Official Records.**
9. **REMOVED**
10. **Matters as shown on survey recorded in Book 2 of Land Surveys, page(s) 195 & 196.**

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part II

11. **Matters as shown on survey recorded in Book 26 of Land Surveys, page(s) 87.**
12. **Matters as shown on survey recorded in Book 149 of Land Surveys, page(s) 89.**
13. **The rights or claims of title, if any, by the Town of Camp Verde to that portion of Parcel No 9 lying Southwesterly of Lot 5, as described in Deed recorded in Book 3892, page 667 of Official Records, by reason of abutment to meanderland..**
14. **The rights or claims of title, if any, by the United States of America and/or State of Arizona to any portion of the property described in Schedule A being located in the bed of any river or dry wash.**
15. **Any changes in boundary lines due to accretion or avulsion changes of the Verde River and Beaver Creek.**
16. **Matters as shown on survey recorded in Document No. 2018-0045276 of Official Records.**
17. **Taxes for the full year of 2020. (The first half is due October 1, 2020 and is delinquent November 1, 2020. The second half is due March 1, 2021 and is delinquent May 1, 2021).**

End of Schedule B, Part II

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part II



Notice of Privacy Policy
of

Westcor Land Title Insurance Company

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

Who is Covered

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

Information Sharing

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can also be found on WLTIC's website at www.wltic.com.

WHEN RECORDED MAIL TO:

Empire West Title Agency
600 W. Gurley Street, Suite 200
Prescott, AZ 86305

SPACE ABOVE THIS LINE FOR RECORDER'S USE

QUITCLAIM DEED

The undersigned declares:

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged in order to clarify title to property by reason of abutment to meanderland; **TOWN OF CAMP VERDE**, a political subdivision of the State of Arizona ("**Grantor**"), hereby RELINQUISHES, RELEASES AND FOREVER QUITCLAIMS to **THE TRUST FOR PUBLIC LAND**, a California nonprofit public benefit corporation authorized to do business in Arizona as TPL-Arizona, Inc. ("**Grantee**"), all of Grantor's right title and interest in and to that certain real property located in Yavapai County, State of Arizona, and more particularly described below (the "**Property**"):

Any portion of the following parcel lying northwesterly of the centerline of Beaver Creek:

A parcel of land located in the Southwest Quarter of Section 29, Township 14 North, Range 5 East of the Gila and Salt River Meridian, Yavapai County, Arizona, being southerly of Parcel No. 4 and No. 6, and southwesterly of Parcel No. 3, all per Instrument No. 2017-0043121, Yavapai County, Arizona, henceforth referred to as (R), and northerly of the approximate centerline of the Verde River as located in December 2017, the Verde River being a natural waterway is subject to change over time, described as follows:

Beginning at the locally accepted West Quarter corner of said Section 29, per Book 2 of Land Surveys, Pages 195-196, Yavapai County, Arizona, monumented by a found 1 inch iron pipe with no cap or tag, from which the locally accepted Northwest corner of said Section 29, per Book 149 of Land Surveys, Page 89, Yavapai County, Arizona, lies North 00°21'29" West, used as the Basis of Bearings for this description, a measured distance of 2639.86 feet, recorded as North 00°21'29" West, a distance of 2639.81 feet per Book 2 of Land Surveys, Pages 195-196, Yavapai County, Arizona, monumented by a found 5/8 inch rebar with no cap or tag in pavement;

THENCE, from said West Quarter corner of Section 29, South 27°30'00" East a distance of 293.37 feet, bearing recorded as South 27°30'00" East per (R), to the approximate centerline of Wet Beaver Creek as located in December 2017, Wet Beaver Creek being a natural waterway is subject to change over time, also being a point on the westerly line of said Parcel No. 3 per (R);

THENCE, continuing, South 27°30'00" East, along the westerly line of said Parcel No. 3 per (R), a distance of 432.74 feet, bearing recorded as South 27°30'00" East per (R), to a point on the southerly line of said Parcel No. 6 per (R);

THENCE, South 82°30'00" East, along the southerly line of said Parcel No. 6 per (R), a distance of 980.20 feet, recorded as South 82°30'00" West a distance of 990.00 feet per (R), to a point on the southerly line of said Parcel No. 4 per (R);

THENCE, South 27°45'00" East, along the southerly line of said Parcel No. 4 per (R), a distance of 35.20 feet, recorded as South 27°45'00" East a distance of 32.54 feet per (R), to a point on the southerly line of said Parcel No. 4 per (R);
THENCE, South 00°18'53" East a distance of 470.15 feet, to the approximate centerline of the Verde River as located in December 2017;
THENCE, North 62°27'34" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 116.48 feet;
THENCE, North 60°18'32" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 114.30 feet;
THENCE, North 65°13'18" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 113.69 feet;
THENCE, North 66°05'27" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 129.00 feet;
THENCE, North 77°59'24" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 88.90 feet;
THENCE, North 88°18'00" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 56.68 feet;
THENCE, South 87°01'21" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 195.06 feet;
THENCE, South 83°39'02" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 235.13 feet;
THENCE, South 70°27'50" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 111.75 feet;
THENCE, South 61°47'02" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 110.71 feet;
THENCE, South 81°10'07" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 40.36 feet;
THENCE, North 81°16'48" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 39.52 feet;
THENCE, North 73°51'21" West, along the approximate centerline of the Verde River as located in December 2017, a distance of 44.47 feet, to a point on the west line of said Section 29;
THENCE, North 00°16'58" West, along the west line of said Section 29, a distance of 1156.42 feet, to the True Point of Beginning.

TOGETHER with any and all improvements, entitlements, fixtures, timber, water and/or minerals located thereon, and any and all rights appurtenant thereto, including but not limited to timber rights, water rights, access rights, development rights and mineral rights;

TO HAVE AND TO HOLD, all and singular, the said Property, together with the appurtenances and privileges thereto incident, unto the Grantee, its successor and assigns forever.

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as set forth below.

TOWN OF CAMP VERDE

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF YAVAPAI)

THIS INSTRUMENT was acknowledged before me this ____ day of _____, 2020,
by _____, the _____ of TOWN OF CAMP VERDE, on behalf
of said Town.

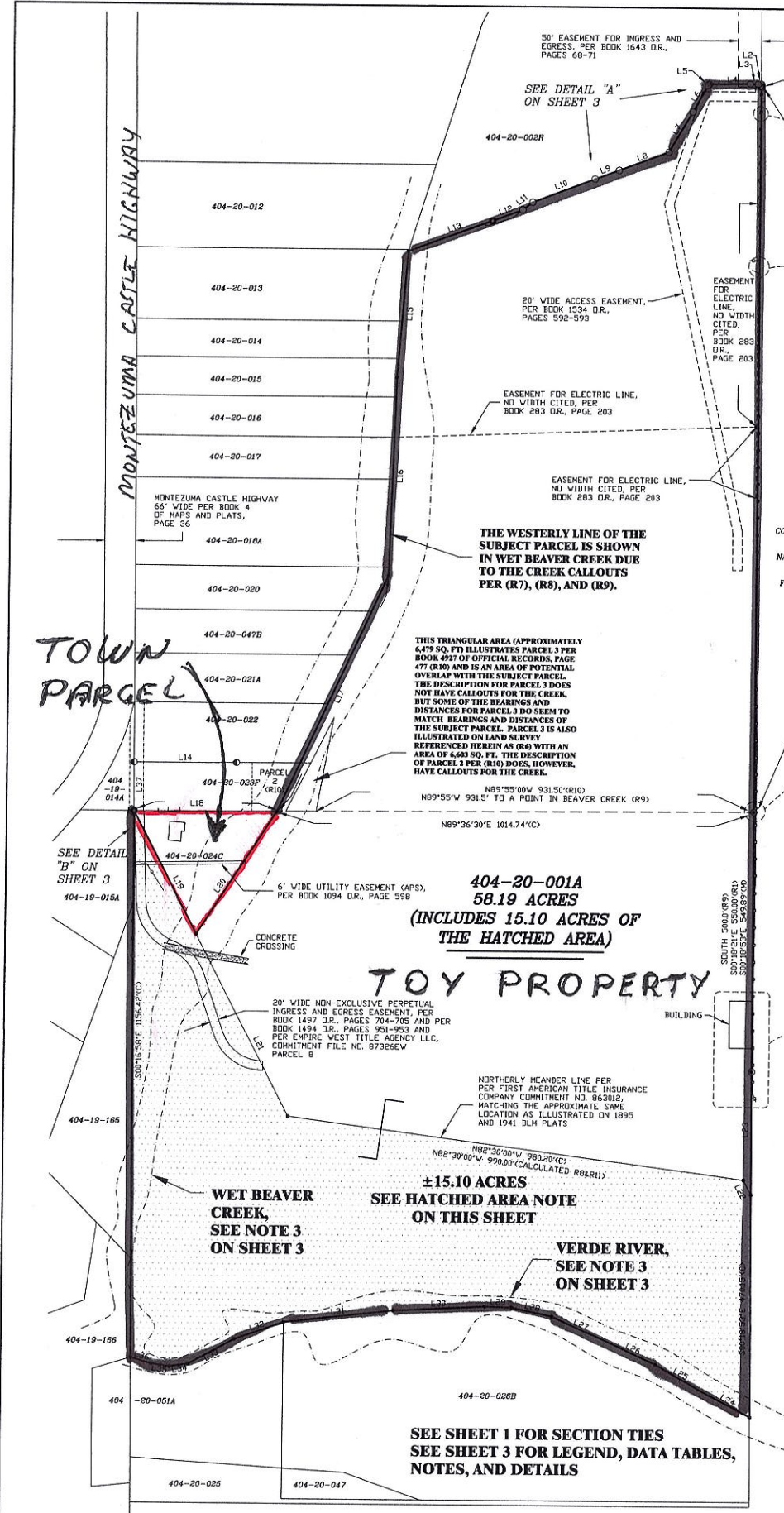
{seal}

NOTARY PUBLIC

My commission expires: _____

RESULTS OF SURVEY

A PORTION OF THE
WEST HALF OF SECTION 29, T.14N.,
R.5E., GILA & SALT RIVER MERIDIAN,
YAVAPAI COUNTY, ARIZONA
ASSESSOR PARCEL 404-20-001A
TOWN OF CAMP VERDE
(SUBJECT PARCEL)



HATCHED AREA NOTE:

The hatched area, ±15.10 acres, represents an area that Yavapai County GIS shows as bound on the south by the approximate centerline of the Verde River. The subject parcel as it is described in the provided Schedule A Legal Description and provided Chain of Title does not have callouts to the centerline of the Verde River, but there are callouts for the "northerly meander line of the Verde River". This northerly meander line is illustrated herein by the northerly line of the hatched area, which also lines up with the north side of the Verde River as illustrated on 1895 and 1941 BLM Plans.

An additional part of the scope of services for this Survey was to review a chain of title for the subject parcel as well as the two southerly adjacent parcels in order to see if any of the previous legal descriptions cited the centerline of the Verde River as illustrated on County GIS. For the area comprising the two southerly adjacent parcels, south of the centerline of the Verde River as shown on County GIS, some documents from the Chain of Title do in fact cite the centerline of the Verde River, for example, Book 711 of Official Records, Page 414, so parphrases says, "...lying between the North line of the property described and the Center line of the Verde River, commonly known as meander lands." In addition, Book 1057 of Official Records, Page 758, says, "...along the approximate centerline of the Verde River...". This is reported in Book 1057 of Official Records, Page 766, Book 1047 of Official Records, Page 167, Book 1057 of Official Records, Page 749, and also in Judgment document Book 1051 of Official Records, Page 979.

Due to the callouts of the northerly meander line of the Verde River for the subject parcel, suggesting that the river moves and changes, coupled with the callouts of the centerline of the Verde River of the areas comprising the two southerly adjacent parcels, it is logical that the hatched area would run with the subject parcel and would seemingly be in harmony with the two southerly adjacent parcels. Similarly, on the westerly side of the hatched area, the adjacent parcel legal descriptions either call out, "river centerline, meander parcel, or section line", also appearing to be in harmony with the westerly side of the hatched area. The subject parcel, 404-20-001A, as shown herein, including the hatched area of ±15.10 acres, generally matches the configuration of the subject parcel as shown on County GIS and the hatched area of ±15.10 acres appears to be included in the tax bill of the subject parcel.

404-20-001A
58.19 ACRES
(INCLUDES 15.10 ACRES OF
THE HATCHED AREA)

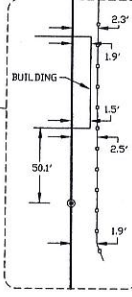
TOY PROPERTY

±15.10 ACRES
SEE HATCHED AREA NOTE
ON THIS SHEET

WET BEAVER CREEK,
SEE NOTE 3
ON SHEET 3

VERDE RIVER,
SEE NOTE 3
ON SHEET 3

SEE SHEET 1 FOR SECTION TIES
SEE SHEET 3 FOR LEGEND, DATA TABLES,
NOTES, AND DETAILS



SCALE: 1" = 100'
0' 50' 100' 200'



SEC Inc.
825 COWE PARKWAY, SUITE A
COTTONWOOD, ARIZONA 86226
(928) 634-5889
www.sec-landmgt.com

TRUST FOR PUBLIC LAND

RESULTS OF SURVEY
SECTION 29
T.14N., R.5E.

DATE 02/16/18	DRAWN B.L.S.	SHEET 2 OF 3
SCALE 1" = 100'	CHECKED M.J.F.	DATE 7/20/18

Council Regular Session

10-07-2020

REVISED 03/13/18 PER CLIENT'S REQUEST.
REVISED 05/18/18 PER NEW TITLE COMMITMENT.

NOTICE: These plans/documents have been prepared using electronic knowledge and skills that would be applied by other qualified registrants who practice the same profession in the same area and at the same time. Efforts have been made to be as accurate as possible. However, plan/documents could contain unintentional technical inaccuracies, typographical errors or omissions. Users of these plans/documents should understand that it is highly probable that errors and omissions will occur in any plan/document preparation process.

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Town of Camp Verde
P.O. Box 710
Camp Verde, AZ 86322

FEE
\$3
\$4
\$5
\$1
328
\$

3420569 BK 3892 PG 667
 Yavapai County
 Patsy Jenney-Colon, Recorder
 01/10/2002 02:07P PAGE 1 OF 3
 TOWN OF CAMP VERDE
 RECORDING FEE 3.00
 SURCHARGE 0.00
 POSTAGE 0.00

**STATE OF ARIZONA
 SURPLUS LAND DEED**

Deed No. 51-102787
 ISSUED IN ACCORDANCE
 WITH A.R.S. § 37-610.02

**NO TRANSFER FEE NECESSARY
 EXEMPT UNDER ARS 11-1134**
 A-3

For Surplus Sovereign Lands

IN ACCORDANCE with the provisions of law, the State of Arizona through its State Land Department "Grantor" does hereby grant and convey unto,

THE TOWN OF CAMP VERDE

"Grantee" real property situated in the County of **Yavapai**, State of Arizona, as described in Attachment "A" for the purpose of:

**Maintaining area for open space for the benefit of plant and wildlife;
 removing potential injury causing conditions including home foundations
 left after past flooding; and possible development of a trail system along Clear Creek**

containing 11.97 acres, more or less, subject to existing reservations, easements, or rights-of-way heretofore legally obtained and now in full force and effect and subject to the following specific reservations:

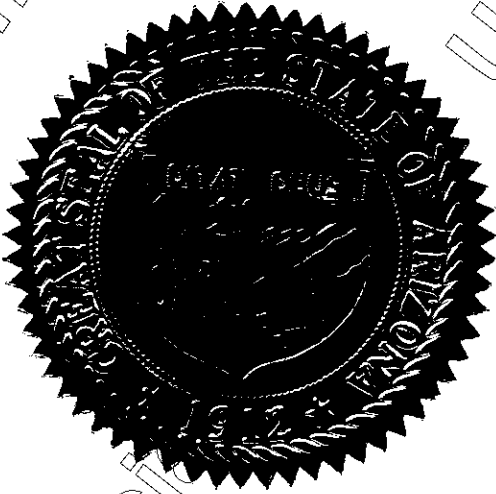
- (1) If the transferred land is not put to the public use or purpose for which it was conveyed within a reasonable time after the transfer or if it ceases to be used for that public purpose, the land shall revert to the State Land Department.

Said reversion shall be effected through judicial proceedings instituted by or on behalf of any officer or employee of the State of Arizona in a court of general jurisdiction of the State;

- (2) To the extent legally permissible the Grantee herein, for itself, its successors and assigns, does hereby agree to indemnify, save and hold harmless the Governor of Arizona, the State Land Commissioner of the State of Arizona, the Board of Appeals of the State Land Department and the members thereof, the State Land Department of the State of Arizona, its agents, officers, employees and servants and the State of Arizona against any and all loss, damage, liability, expense, cost or charge of the value of said lands.

TO HAVE AND TO HOLD said property together with all the rights, privileges, immunities and appurtenances of whatsoever nature thereunto belonging unto said Grantee, successors and assigns forever.

IN TESTIMONY WHEREOF, I, Jane Dee Hull, Governor of the State of Arizona, have caused these letters to be made patent, and the Great Seal of the State of Arizona to be hereunto attached.



Given under my hand at the City of Phoenix, Arizona, this 13 day of December A.D., 2001

Jane Dee Hull
Governor of the State of Arizona

Attest:

Betsy Boyles
Secretary of State of the State of Arizona

11/15/2001

ATTACHMENT "A"

Lots 84 and 85 of Verde Lakes Estates located within Township 13 North, Range 5 East, Section 11, Gila and Salt River Meridian, Yavapai County, Arizona, containing 0.480 acres more or less;

Lots 68, 99, 110 and 112 of Clear Creek West located within Township 13 North, Range 5 East, Section 13, Gila and Salt River Meridian, Yavapai County, Arizona, containing 0.930 acres more or less;

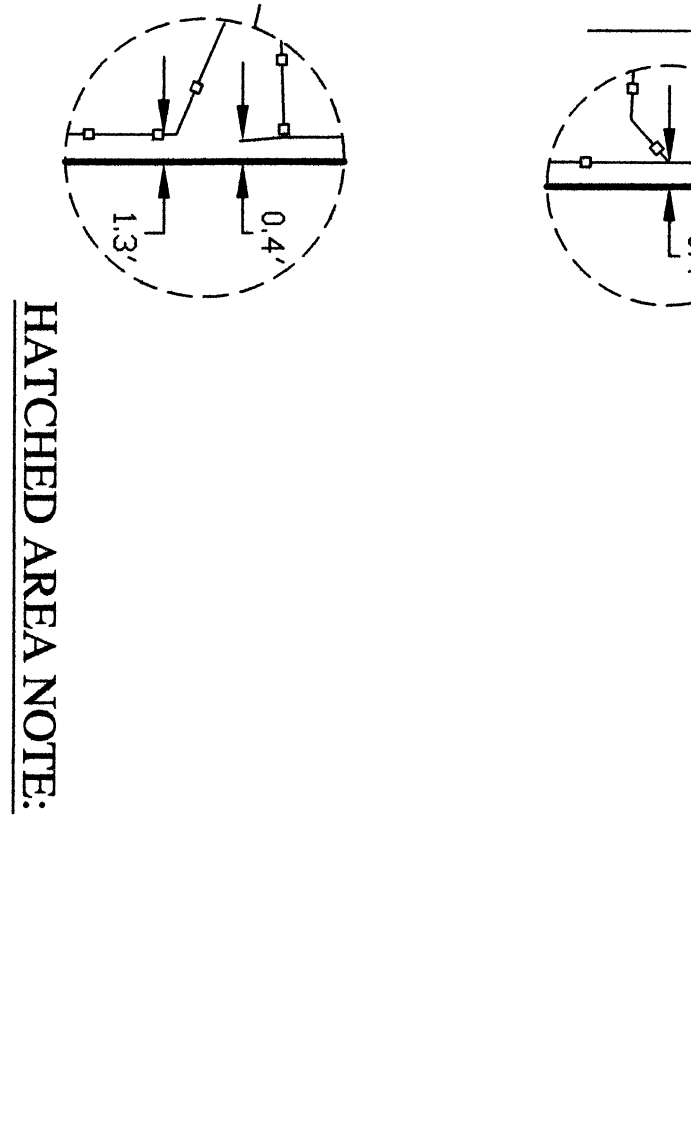
Lots 87, 151, 192, 194, 201, 221, 223, 257, 260, 265, 266, 267, 279, 280, 282, 305, 307, 309, 310, 311 Verde Lakes Estate, Lots 568, 569, 584 Verde Lakes, Unit II, Lots 1048, 1069 Verde Lakes Unit III all located within Township 13 North, Range 5 East, Section 14, Gila and Salt River Meridian, Yavapai County, Arizona, containing 9.010 acres more or less;

Lots 1410 and 1415 of Verde Lakes Unit IV located within Township 13 North, Range 5 East, Section 15, Gila and Salt River Meridian, Yavapai County, Arizona, containing 0.600 acres more or less;

That part of General Land Office Lot 5 located within Section 29 of Township 14 North, Range 5 East, Gila and Salt River Meridian, Yavapai County, Arizona lying westerly of the centerline of Beaver Creek as it existed on June 14, 1973, containing 0.950 acres more or less.

RESULTS OF SURVEY

A PORTION OF THE
WEST HALF OF SECTION 29, T.14N.,
R.5E., GILA & SALT RIVER MERIDIAN,
YAVAPAI COUNTY, ARIZONA
ASSESSOR PARCEL 404-20-001A
TOWN OF CAMP VERDE
(SUBJECT PARCEL)



HATCHED AREA NOTE:

The hatched area, 415.10 acres, represents an area that Yavapai County GIS shows as bound on the south by the approximate centerline of the Verde River. The subject parcel as it is described in the provided Schedule A Legal Description and provided Chain of Title does not have callouts to the centerline of the Verde River, but there are callouts for the *northerly meander line of the Verde River*. This northerly meander line is illustrated herein by the northerly side of the hatched area, which also lines up with the north side of the Verde River as illustrated on 1893 and 1941 BLM Plats.

An additional part of the scope of services for this Survey was to review a chain of title for the subject parcel as well as the two southerly adjacent parcels in order to determine if the previous legal descriptions cited the centerline of the Verde River as illustrated on County GIS. For the area comprising the two southerly adjacent parcels, south of the centerline of the Verde River as shown on County GIS, some documents from the Chain of Title do in fact cite the centerline of the Verde River, for example, Book 711 of Official Records, Page 414, to paraphrase says, "...*lying between the North line of the property described and the Center line of the Verde River; commonly known as meander lands*". In addition, Book 1057 of Official Records, Page 738, says, "...*along the approximate centerline of the Verde River*". This is repeated in Book 1057 of Official Records, Page 766, Book 1047 of Official Records, Page 167, Book 1057 of Official Records, Page 749, and also in Judgment document Book 1091 of Official Records, Page 979.

Due to the callouts of the northerly meander line of the Verde River for the subject parcel, suggesting that the river moves and changes, coupled with the callouts of the centerline of the Verde River of the area comprising the two southerly adjacent parcels, it is logical that the hatched area would run with the subject parcel and would seemingly be in harmony with the two southerly adjacent parcels. Similarly, on the western side of the hatched area, the adjacent parcel legal descriptions either call out, "*River centerline, meander parcel, or section line*", also appearing to be in harmony with the westerly side of the hatched area. The subject parcel, 404-20-001A, as shown herein, including the hatched area of 415.10 acres, generally matches the configuration of the subject parcel as shown on County GIS and the hatched area of 415.10 acres appears to be included in the tax bill of the subject parcel.

THE WESTERLY LINE OF THE SUBJECT PARCEL IS SHOWN IN WET BEAVER CREEK DUE TO THE CREEK CALLOUTS PER (R7), (R8), AND (R9).

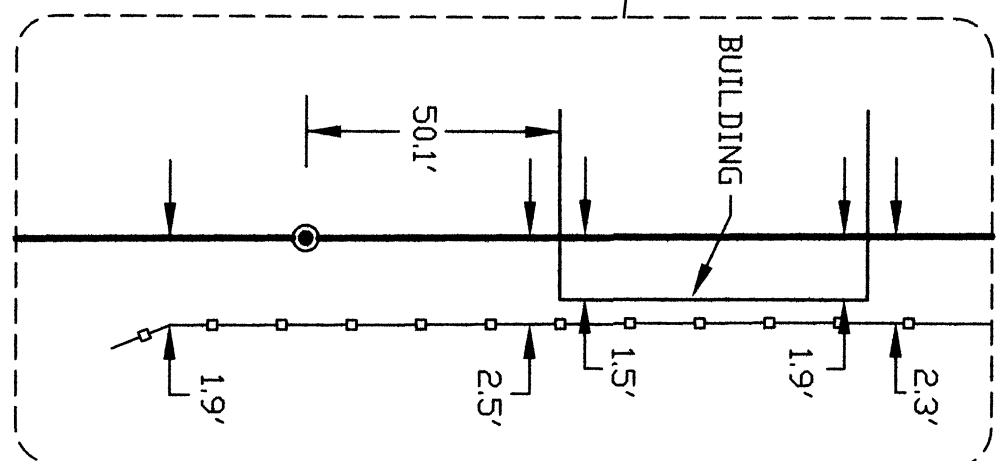
**404-20-001A
58.19 ACRES
(INCLUDES 15.10 ACRES OF THE HATCHED AREA)**

**WET BEAVER CREEK,
SEE NOTE 3
ON SHEET 3**

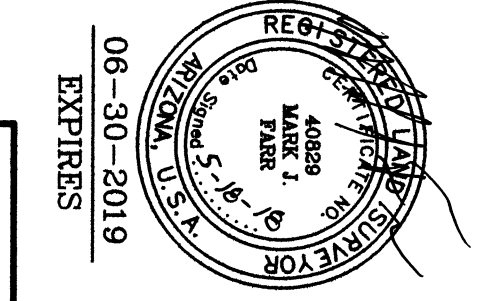
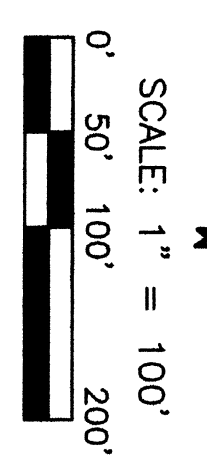
**SEE HATCHED AREA NOTE
ON THIS SHEET**

**VERDE RIVER,
SEE NOTE 3
ON SHEET 3**

**SEE SHEET 1 FOR SECTION TIES
SEE SHEET 3 FOR LEGEND, DATA TABLES,
NOTES, AND DETAILS**



SOUTH 500.0'(R9)
S00°18'21"E 550.00'(R1)
S00°18'53"E 549.89'(M)



825 COVE PARKWAY, SUITE A
COTTONWOOD, ARIZONA 86326
(928) 634-5889
www.sec-landmg.com

REVISED 03/13/18 PER CLIENT'S REQUEST.
REVISED 05/18/18 PER NEW TITLE COMMITMENT.

TRUST FOR PUBLIC LAND			
RESULTS OF SURVEY			
SECTION 29			
T.14N., R.5E.			
DATE	DRAWN	SHEET	
02/16/18	B.L.S.	2 OF 3	
SCALE	CHECKED	17-1021GCS	
1" = 100'	M.J.F.	TrustorPublicLand	
		KOS:dmg	

DISCLAIMER: These plans/documents have been prepared using technical knowledge and skills that would be applied by other qualified registrants who practice land surveying. The registrants are not responsible for any errors or omissions in the plans/documents. Unintentional technical inaccuracies, typographical errors or omissions. Users of these plans/documents should understand that it is highly probable that errors and omissions will occur in any plan/document preparation process.



RESOLUTION NO. 2017-983

A RESOLUTION SUPPORTING THE ACQUISITIONS OF LAND ON THE VERDE RIVER BY THE U.S. FOREST SERVICE AND FEDERAL FUNDING FOR THOSE ACQUISITIONS

WHEREAS, the Verde River is an important natural resource for the Town of Camp Verde and other communities along the River and contains important habitat for numerous species of birds and fish including those designated as federally endangered and threatened; and

WHEREAS, the Town of Camp Verde supports the protection and restoration of land along the Verde River to protect important wildlife habitat, to protect the water supply of the river and to enhance recreational opportunities supported by the river (such as hiking trails, kayaking, canoeing, fishing, and birdwatching) for both residents and visitors; and

WHEREAS, the Town of Camp Verde developed and approved the Verde River Recreation Master Plan in 2016 that described a number of important goals for recreation along the Verde River including connecting the Town's residents with the River and supporting economic development through tourist activities; and

WHEREAS, the U.S. Forest Service is interested in acquiring both a private property within the Town of Camp Verde limits at the confluence of the Verde River and Beaver Creek (including portions of both creek and river) from a willing seller as an additional to the Coconino National Forest (the "Confluence Property") and a private property in the upper portion of the Verde River containing an important stretch of the river from a willing seller as an addition to the Prescott National Forest ("Rio Verde Ranch"), and would plan to manage those properties for wildlife habitat and public recreation uses within those National Forests.

WHEREAS, the U.S. Forest Service is seeking federal funds through the Land and Water Conservation Fund in order to acquire these private lands.

NOW, THEREFORE, at a regular meeting of the Council of the Town of Camp Verde, Arizona duly called, noticed, and held on the ____ day of September 2017, upon motion duly made and seconded, it is unanimously:

RESOLVED that the Town of Camp Verde strongly supports the acquisitions by the U.S. Forest Service of the Confluence Property and Rio Verde Ranch along the Verde River from willing sellers by the U.S. Forest Service and the appropriation of federal funds for such acquisitions.

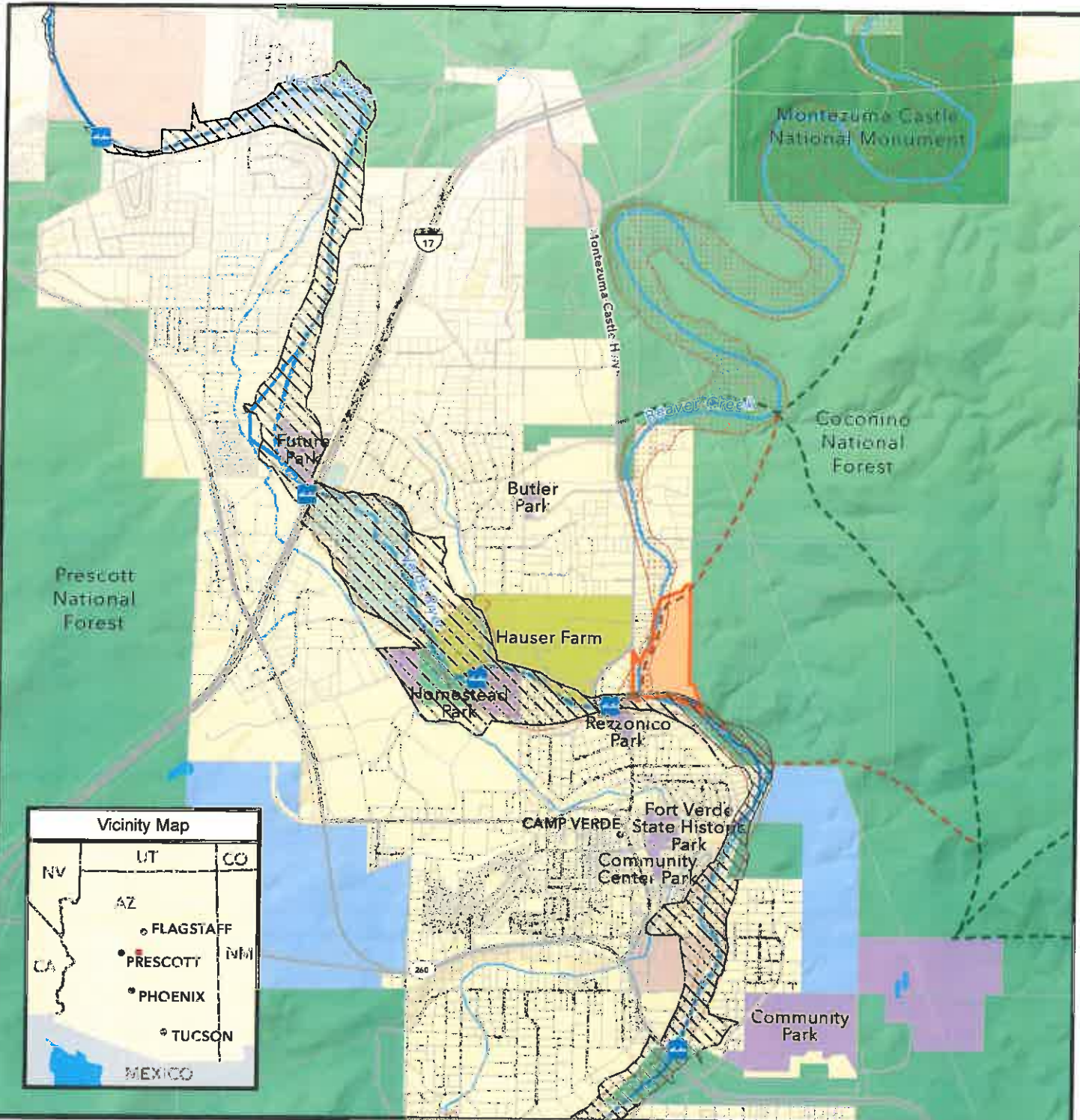
PASSED AND ADOPTED AT A REGULAR SESSION OF THE COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA ON SEPTEMBER 6, 2017.

Charles C. German 9/6/17
Charles C. German, Mayor Date:

Attest:

Judy Morgan 9/6/17
Judy Morgan, Town Clerk Date:

Approved As To Form:
William J. Sims
Town Attorney



References

Land surface ownership data provided by BLM, 2015.



Disclaimer

The USDA Forest Service makes no warranty, expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify, or replace this information without notification.



Map Creation Date - July 18, 2017

Legend

- Proposed LWCF Acquisition
- Public river access
- Proposed White Hills trails network
- Other proposed trails
- Parcel boundary
- Razorback Sucker critical habitat
- Southwestern Willow Flycatcher critical habitat
- Proposed Yellow-billed Cuckoo critical habitat

Land Ownership

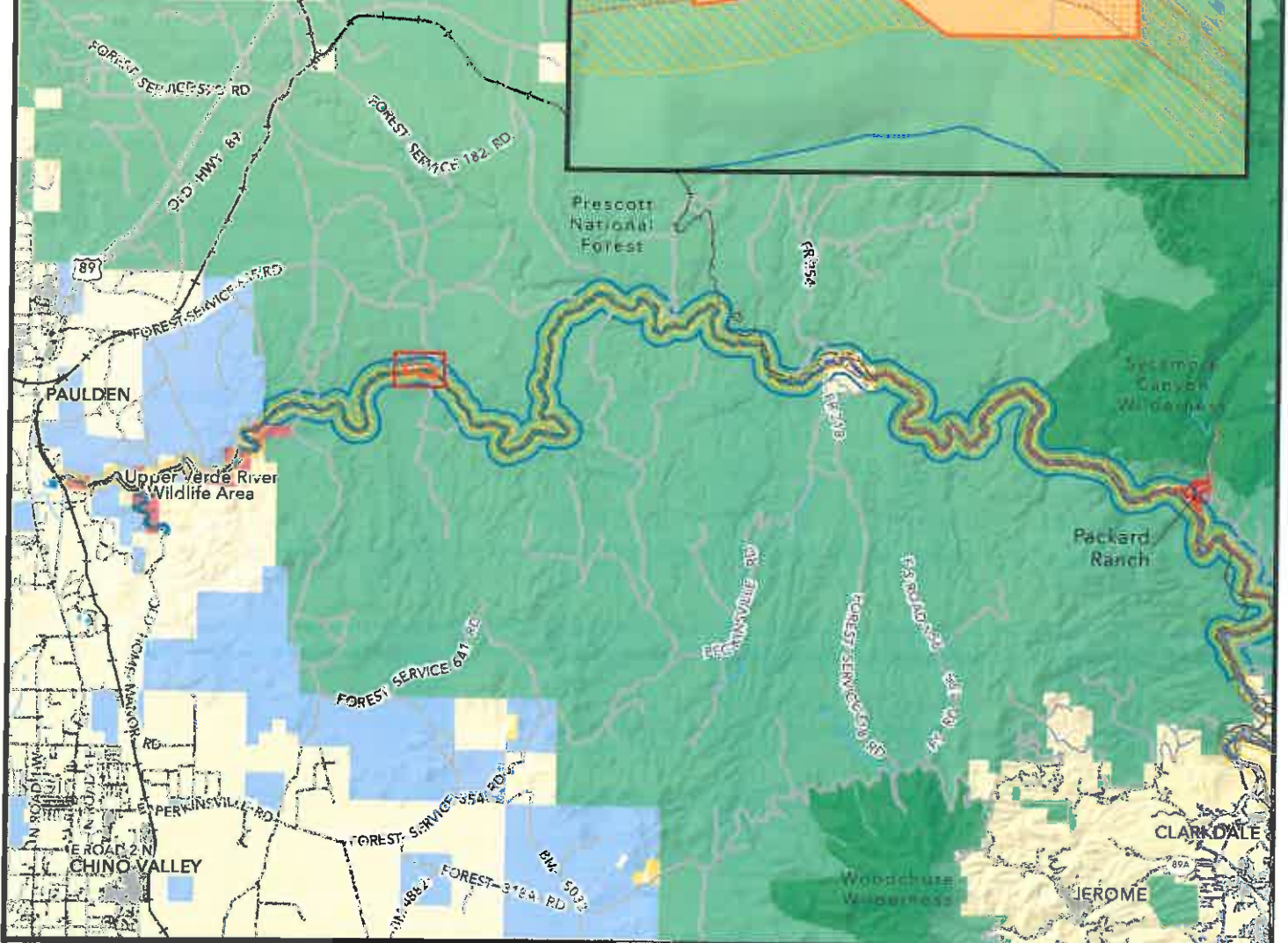
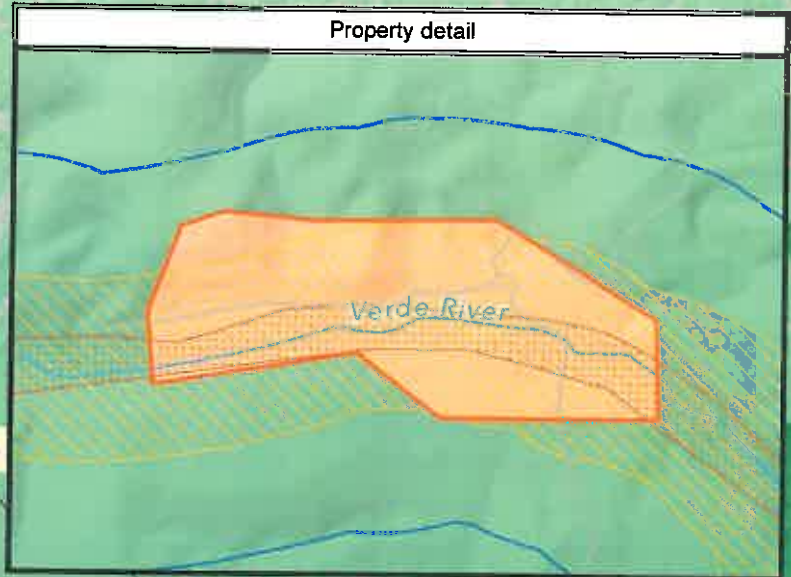
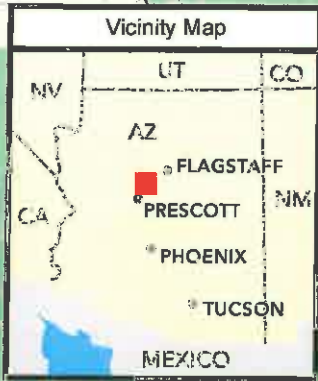
- National Park Service land
- US Forest Service land
- Local or State park
- State Trust land
- Conservation easement
- Riparian Preserve (Salt River Project)
- Tribal land

VERDE RIVER - BEAVER CREEK CONFLUENCE

61 acres located in Sections 29
T14N, R5E
Yavapai County, Arizona

U.S. Forest Service Region 3
Coconino National Forest
Congressional District: AZ-1

Copies of this map are available for public inspection in the Office of the Regional Forester, Region 3, Albuquerque, New Mexico.



References

Land surface ownership data provided by BLM, 2015.



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Legend

- Proposed LWCF Acquisition
- Previous USFS/The Trust for Public Land project
- Eligible Wild and Scenic River corridor
- Critical habitat**
- Narrow-headed Garter Snake and Northern Mexican Garter Snake
- Spikedace and Loach Minnow
- Razorback Sucker, Spikedace, and Loach Minnow
- Southwestern Willow Flycatcher
- Yellow-billed Cuckoo
- Land Ownership**
- Bureau of Land Management
- US Forest Service
- Wilderness (USFS)
- Arizona Game and Fish
- State Trust land
- Tribal land



Map Creation Date - August 11, 2017

RIO VERDE RANCH

84 acres located in Sections 34 and 35
T18N, R1E
Yavapai County, Arizona

U.S. Forest Service Region 3
Prescott National Forest
Congressional District: AZ-4

Copies of this map are available for public inspection in the Office of the Regional Forester, Region 3, Albuquerque, New Mexico.



Agenda Item Submission Form – Section I

Meeting Date: October 7, 2020

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

Requesting Department: Marshal's Office

Staff Resource/Contact Person: Marshal Corey Rowley

Agenda Title (be exact): Discussion, consideration and possible approval of a budget adjustment of up to an additional \$50,000 in the Capital Improvement line item for the additional costs to equip 5 replacement vehicles for the Marshal's Office

List Attached Documents:

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 10 minutes

Reviews and comments Completed by:

- Town Manager: _____
- Department Head: Corey Rowley
- Town Attorney Comments: _____
- Risk Management: _____
- Finance Department
Fiscal Impact:
Budget Code: Presented by Mike Showers _____ Amount Remaining: _____

Comments:

Requesting additional monies for purchasing necessary equipment for new patrol vehicle not included in original purchase price of vehicles.

Background Information: CVMO was originally approved to purchase new patrol vehicles at a cost of \$300,000.00. The final vehicle pricing came in at 316,727.33. The vehicles were ordered in an exigency situation due to low manufacture inventory. Due to the rush ordering, an oversight for additional necessary emergency equipment such as Toughbook computers for 4 vehicles totally \$14,301, 4 e-ticket Scanners totaling \$160.00, 4 Printers totaling 1,500.00, 4 docking stations totaling \$1,360.00 and 5 car radios \$11,100.34. With the oversight of the essential emergency equipment normally included in the original combined purchase request, we are seeking

an additional \$45,148.67 above the original 300K approved from the Cares act. These requested funds will completely outfit 4 of the 5 vehicles purchased.

Recommended Action (Motion): Move to approve \$45,148.67 from CARES act monies.

Instructions to the Clerk: