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**AGENDA  
REGULAR SESSION  
MAYOR AND COUNCIL  
COUNCIL CHAMBERS · 473 S. Main Street, Room #106  
WEDNESDAY, NOVEMBER 2, 2011  
6:30 P.M.**

1. **Call to Order**
2. **Roll Call**
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 – October 19, 2011
  - b) **Set Next Meeting, Date and Time:**
    - 1) November 16, 2011 at 6:30 p.m. – Regular Session/Council Hears P&Z Matters (Tentatively Combined)
    - 2) November 23, 2011 at 6:30 p.m. – Council Hears Planning & Zoning Matters – **CANCELLED**
    - 3) December 7, 2011 at 6:30 p.m. – Regular Session
    - 4) December 21, 2011 at 6:30 p.m. – Regular Session – **CANCELLED**
    - 5) December 28, 2011 at 6:30 p.m. – Regular Session/Council Hears P&Z Matters combined
  - c) **Possible approval of and authorization for the Mayor to sign the 2011/12 Intergovernmental Agreement and all other documents necessary to comply with the terms of the agreement with Yavapai County Free Library District for Library Services.** The Town will receive \$88,992 for library services in this budgeted item. Staff Resource: Gerry Laurito
5. **Special Announcements & Presentations.**
  - ❖ **Possible approval of proclamation declaring October 29, 2011 as "Ralph Showers Day" in the Town of Camp Verde.**
6. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are Camp Verde Schools Education Foundation; Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, Yavapai County Water Advisory Committee, and shopping locally. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.
7. **Call to the Public for items not on the agenda.**
8. **Public hearing, discussion, consideration, and possible recommendation for approval of a liquor license application for Casa de Las Margaritas, LLC located at 77 General Crook Trail (owner Yolanda R. Olmedo).** Staff Resource: Deborah Barber
9. **Presentation and possible discussion of the quarterly report from Fort Verde State Park.**
10. **Discussion, consideration, and possible direction to staff to proceed with the CIP Planning Process.** Staff Resource: Russ Martin
11. **Discussion, consideration, and possible approval of a Notice of Intent Not to Renew the Agreement for Contracted Services between the Town of Camp Verde and the Camp Verde Chamber of Commerce per direction from the October 19, 2011 Council meeting.** Staff Resource: Russ Martin.

12. **Discussion, consideration, and possible approval of a Notice of Intent to Not Renew the Lease Agreement between the Town of Camp Verde and the Camp Verde Chamber of Commerce per direction from October 19, 2011 Council Meeting.** Staff Resource: Russ Martin
13. **Call to the Public for items not on the agenda.**
14. **Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.
15. **Adjournment**

Posted by:

*Virginia Jones*

Date/Time:

*10-27-2011*

*1:30 p.m.*

*Note: Pursuant to A.R.S. §38-431.03.A.2 and A.3, the Council may vote to go into Executive Session for purposes of consultation for legal advice with the Town Attorney on any matter listed on the Agenda, or discussion of records exempt by law from public inspection associated with an agenda item.*

The Town of Camp Verde Council Chambers is accessible to the handicapped. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk.

4 a.1

MINUTES  
REGULAR SESSION  
MAYOR AND COUNCIL  
COUNCIL CHAMBERS  
WEDNESDAY, OCTOBER 19, 2011  
6:30 P.M.



Minutes are a summary of the actions taken. They are not verbatim.  
Public input is placed after Council motions to facilitate future research.  
Public input, where appropriate, is heard prior to the motion

1. **Call to Order**  
The meeting was called to order at 6:30 p.m.
  
2. **Roll Call**  
Mayor Burnside, Vice Mayor Kovacovich, Councilors Buchanan, George, Whatley, Baker and German were present.  
  
**Also Present:** Town Manager Russ Martin, Public Works Director Ron Long, Community Development Director Mike Jenkins, Special Projects Administrator Melissa Preston, and Recording Secretary Margaret Harper.
  
3. **Pledge of Allegiance**  
The Pledge was led by George.
  
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 – October 5, 2011
  - b) **Set Next Meeting, Date and Time:**
    - 1) October 26, 2011 at 6:30 p.m. – Council Hears Planning & Zoning Matters
    - 2) November 2, 2011 at 6:30 p.m. – Regular Session
    - 3) November 16, 2011 at 6:30 p.m. – Regular Session/Council Hears Planning & Zoning Tentatively Combined
    - 4) November 23, 2011 at 6:30 p.m. – Council Hears Planning & Zoning Matters - **CANCELLED**
  - c) **Possible recommendation relative to the approval of applications for a Wine Festival License/Wine Fair License from Javelina Leap Estate Vineyard and Alcantara Vineyard for the Verde Fall Festival event to be held at Jackpot Ranch on October 21-23, 2011.** Staff Resource: Debbie Barber  
On a motion by Kovacovich, seconded by Buchanan, the Consent Agenda was unanimously approved as presented.
  
5. **Special Announcements & Presentations.**
  - ❖ **Welcome to New Businesses:**
    - **Building & Engineering Contractors SW – Flagstaff**
    - **T&G Landscaping – 366 S. 3rd, Camp Verde**
    - **Home Tech Foundation Systems – Prescott Valley**
    - **Grommisch, Inc. – Prescott**
    - **Princess Fairy Mama Boutique – Cottonwood**
    - **Nick's Keen Edge – 81 W. Head St., Camp Verde**
    - **Redbox Automated Retail, Inc. – Oakbrook Terrace, IL**
    - **Best Yard & Home Care – 723 Finnie Flat, Spc. 57, Camp Verde**
    - **Northern Arizona Home Improvements – Prescott Valley**
    - **TLP Plumbing – Sedona**
    - **Affinity RV Sales & Service – Prescott**
    - **Pretty Hair Things & More – Phoenix (Special Event)**
    - **Novelty Wizard – Phoenix (Special Event)**
    - **S&S Metals Inc. – Phoenix**
    - **The Cakestress LLC – 491 E. Cocktail Trl., Camp Verde**
    - **Advanced Cleaning Technologies – Sedona**
    - **Builders Wholesale, LLC – Prescott**

- **Frozen Fun Shaved Ice – Tempe**
- **Dr.'s Sweet Tea & Lemonade – Chandler (Special Event)**
- **Northern AZ Pump, Inc. – Cornville**

Mayor Burnside announced the new businesses as listed, and welcomed them to the Town of Camp Verde.

**6. Council Informational Reports.**

**Whatley** reported on her attendance at the October 7<sup>th</sup> Art Show Opening and the great time she enjoyed during Fort Verde Days. She participated in the Grand Opening of The Horn, visited the Fort, played Bingo and went to the Bull Bash. Whatley attended the Chamber Mixer on October 13, followed by the Sanitary District meeting, and reminded everyone of the upcoming Trick or Treat Main Street event on October 31, as well as the Kingdom of the Spiders event on October 29.

**George** said that he helped over at Fort Verde, adding that they always can use more volunteers, especially on the current painting projects; he also went to the Chamber Mixer last Thursday, and commented on the poor turnout at that event. George attended the Verde Watershed Association monthly meeting this morning, and enjoyed an interesting presentation on Sustaining Populations in Prehistoric Southwest.

**Kovacovich** attended Fort Verde Days, and also enjoyed his 40-year high school reunion; Lynda Moore has asked the Council members if they would dress in costumes for the upcoming Trick or Treat Main Street event.

**German** also commented on participating in Fort Verde Days; on Monday, accompanied by Councilor Baker, she attended the Governor's Regional Educational Symposium in Prescott, by invitation; it was hosted by the Governor and the County Superintendent of Schools. Verde Valley was well represented there, with Cottonwood and Clarkdale.

**Buchanan** said he had also attended the Fort Verde Days Parade, a great event. This morning he attended a meeting of the Chamber regarding the Visitors Center; at which some progress has been made on its operation; this afternoon involved a Water Authority Commission meeting in Prescott through the Supervisors Center in Cottonwood.

**Baker** commented on the Governor's Symposium on Education, and said she would echo all that Whatley said about Fort Verde Days, a great event every year.

**Burnside** noted that he also enjoyed Fort Verde Days.

**7. Call to the Public for items not on the agenda.**

(Comments from the following individuals are summarized.)

**Charlotte Salsman** reported on the new Trailhead that is being constructed; over the weekend the road crew had left a loader on the project, and on Monday found that a battery and the lights on the machine had been stolen, which means that a host is truly needed for security purposes. She requested that the Town consider working with the Forest Service in that regard. Ms. Salsman also commented on the Visitors Center at the Interstate; there were no Camp Verde brochures and the emphasis was only on selling tours in Sedona, not promoting Camp Verde at all.

**Linda Buchanan** announced that on October 6 Yavapai College held its annual Fundraiser to benefit scholarships and programs; attendance from the Camp Verde community, including members of the Council and staff, was great, and it appears that the event netted almost \$20,000.

**Steve Goetting**, Chairman of the Board of Trustees for the Archaeological Center, announced the addition of Dr. Todd Bostwick who will serve as the first Executive Director, and described his impressive qualifications and experience in the field of archaeology, Goetting believes this will enhance the prestige of the Center and its growth. He also commented on the upcoming Kingdom of the Spiders event on October 29 and related entertainment.

There was no further public input.

**8. Presentation and possible discussion of the quarterly reports from the following:**

**a. Board of Adjustments**

**b. Planning & Zoning Commission****c. Chamber of Commerce**

There was no action taken.

Community Development Director Mike Jenkins presented the reports on both the Board of Adjustments and the Planning and Zoning Commission, adding that the item heard by the Commission on Temporary Signs will be presented to the Council for approval shortly.

Tracie Schimikowsky distributed copies of magazines containing some of the ads that the Chamber has been publishing, followed by a detailed Power Point presentation of the quarterly report for the Visitor Center by the Chamber of Commerce, noting a 20% increase in the visitor count over last year, and reviewing the estimated benefits to the community from the visitor spending.

9. **Presentation by and discussion with Thomas Combrink, Northern Arizona University, W.A. Franke College of Business, concerning the Arizona Wine Tourism industry. Mr. Combrink served as senior researcher for the Arizona Office of Tourism study that included 11 wineries across the State. This report was released in June 2011 and has been presented to other Councils. Staff Resource: Melissa Preston**  
There was no action taken.

Special Projects Administrator Melissa Preston introduced Thomas Combrink, adding that she first saw the subject presentation last July at the Verde Valley Wine Consortium quarterly meeting. Mr. Combrink then gave a comprehensive Power Point presentation consisting of a summarized version of the study made and sponsored by the Arizona Office of Tourism last year. Eleven wineries and vineyards were surveyed around the State, with 60 percent of them in the north, in the Verde Valley. Mr. Combrink included the demographic detail on the visitors to this region, 40% of which come from out of State, and noted that wine tourism has a great future. Mr. Combrink pointed out that the members have been provided with copies of the complete study consisting of approximately 220 pages.

There was a brief discussion with Mr. Combrink regarding the study, the Camp Verde vineyards, and the potential economic impact on the region from the growing wine industry.

10. **Discussion, consideration, and possible approval of Ordinance 2011-A379, an ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending Town Code Chapter 12, Article 12-3, Parking, Section 3-4, Authority to Erect Signs.** This amendment will allow staff to determine the type of parking that is permitted, restricted, or limited. Staff Resource: Ron Long  
On a motion by **Buchanan**, seconded by **German**, the Council by a **6-1 vote** approved Ordinance 2011-A379, an ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending Town Code Chapter 12, Article 12-3, Parking, Section 3-4, Authority to Erect Signs; **with Burnside opposed.**

Public Works Director Ron Long explained that this item is in response to the September 7, 2011 meeting at which staff was directed by Council to prepare the subject amendment to the Ordinance as discussed; the basic changes would streamline the process, allowing staff to put up or remove Parking signs, without the need to request approval from Council.

Opening the Council discussion, Burnside stated that he was still not in favor of the requested amendment; the ruling in the Town Code as it stands has been in effect forever in order to protect the citizens and the businesses; this gives staff complete control over all the parking requirements; he had understood that the idea was to be able to erect temporary signs, with the Council then making the final decision.

Councilor German requested the following item:

11. **Request for Council direction as to whether or not to prepare and amend the current budget to reallocate funds from the Chamber of Commerce Visitor Center Agreement to the General Fund to be used for economic development activities, such as placing the operation of the Visitor Center Services, marketing, and promotion under the direction of the Town.**

On a motion by **Whatley**, seconded by **Burnside**, the Council **voted 3-4** for Option 1, to continue with the current Visitor Services Center and Lease Agreements; however, the Town and Chamber of Commerce would work more closely to develop and enhance the Chamber's marketing efforts; the Town would be more involved in the Chamber's marketing and planning campaigns and how the Town's funds are spent on these efforts; **with Kovacovich, Baker, Buchanan and German opposed.**

On a motion by **Baker**, seconded by **German**, the Council **voted 5-2** to direct staff to pursue Option 4, which would allow the longest period of time for both entities to transition successfully; **with Burnside and Whatley opposed.**

On a motion by **German**, seconded by **Kovacovich**, the Council **voted 5-2** to amend the last motion to include Work Session with the Chamber; **with Burnside and Whatley opposed.**

Councilor German said that she wanted to keep the focus on the Visitors Center and the Town contracts with the Chamber of Commerce to manage and run the Visitors Center. There have been other talks on this budget item in the past; everyone is aware of what the economic situation is in Town, and it does not look very positive on the horizon. This Council has voted to hire an Economic Development Director for the purpose of getting more economic development in the Town, to try to increase the revenues. As elected officials, the Council has to be concerned about fiscal responsibility and managing taxpayer dollars, and cannot afford to be duplicating services. German reviewed the several ways the Town has had to resort to stringent measures, eliminating services, activities and not filling vacancies on the staff as they occur. Placing the marketing and Visitors Center under the position of the Economic Development Director would appear to be the best use of taxpayer dollars and would also clear up the well-known impression that the Town is supporting the Chamber of Commerce. This suggestion would also allow the Town and the Chamber to work together collectively toward improving the local economy. German said she felt it was time to bring the discussion to Council and to the public for open discussion.

In response to a request for staff input, Town Manager Martin responded that the goal tonight was to get direction from Council following discussion, as to working toward either the same arrangement or a different one now, or at some point in the future. He added that he has prepared some suggested options for the Council to consider in formulating such direction to staff. Burnside said he wanted to clarify that the Council is being asked to consider taking a line item that is in the General Fund for the Visitors Center services performed by the Chamber of Commerce, and reallocate or leave it in the General Fund, and the basis for that is that the money is needed to offset the hiring of the new Economic Development Director; German said that basically it is the marketing, under that direction of the Chamber. Burnside then invited public input.

#### **PUBLIC INPUT**

(Comments from the following individuals are summarized.)

**Dave Freeman** said he believes that what German said is very important, and that everyone needs to look seriously at the best way that Camp Verde can move forward, not just for certain interested parties, but the businesses and citizens as well. He spoke at length to explain his statement, stressing that a vital discussion needs to be held on all the assets in the Town, and all the valuable ideas and talents, to find the vision and better path that everyone is looking for. No decision should be made at this time without all the right facts and information, as well as input from all the stakeholders. Mr. Freeman strongly recommended that this item be tabled tonight and then taken up in a Work Session, or even a series of Work Sessions, bringing in all outside interested entities and parties who comprise the stakeholders.

**Cindy Walker** spoke briefly to offer to relinquish her time back to Mr. Freeman. *(In response to a concern about protocol, Burnside proposed that so long as other input is not repetitive and is civil, individual speakers may continue with their full statements, without a time limit; Council members agreed. Mr. Freeman then completed his statement.)*

**Rabbi Roy Birnbaum**, in Camp Verde since May 1, 2011 said he has met with the Town Manager off and on discussing ways to reduce the expenses of the Town while creating a different environment of cooperation between the Council and all members of this community. Every decision made here tonight affects all the 11,000-plus residents of Camp Verde. The media have created a perception of divisiveness and arguing within the community, but he believes everyone has the same interest, which is a good and vibrant Town.

**Nancy Floyd** said she completely agrees with Mr. Freeman and hopes the Council will table this item and get more information. She commented on the requirement for the Visitors Center to operate a certain number of hours per week, and questioned the limited number of hours that Town personnel would be available, if that were to be considered.

**Linda Buchanan** said she agrees with the previous speakers, that this is an item better handled in Work Session. However, she commented on the existence of the contract that the Town entered into with the Chamber and the long-range planning made by the Chamber depending upon that agreement. She recommended that the issue of a budget allocation be brought back to the public when the Town has a better plan.

**Kyle French** asked if the Council would break from protocol at this time and vote on the question of deciding on a Work Session so that the remainder of the material would not have to be addressed. *(Burnside said he would prefer to hear those who wanted to speak; he suggested that everyone should plan to attend and participate in Work Sessions.)*

**Ramona Aldridge**, a member of the Chamber Board, outlined a comprehensive list of problems and unforeseen costs that the Town would face if the Council no longer funded the Visitors Center.

**Gary Thompson**, a member of the Chamber Board, reviewed and refuted what he considered incorrect statements that were part of the background information accompanying the agenda involving the working relationship between the Town and the Chamber; he agreed that changes are necessary, but questioned the Town considering taking over the Center to start with.

**Ashton Powell**, from Out of Africa Wildlife Park, said that she and her husband have always tried to promote Camp Verde and the Verde Valley and encourage visitors to come back to stay longer in order to enjoy all that there is to do in this area. Everyone has the opportunity to participate together for the greater good of all.

There was no further public input.

**A recess was called at 7:59 p.m.; the meeting was called back to order at 8:07 p.m.**

Burnside said he appreciated the civility, the kindness, and the concerns shown this evening, and thanked everyone for their input. The discussion commenced with German pointing out that the Town Manager has been in contact with the Chamber on this issue so it has come as no surprise. George said he feels the contract should be honored since the Chamber has already pre-spent a good amount of the funding for marketing, and he would be in favor of a Work Session to try to solve any issues of concern. Buchanan said that after listening to the public, he agrees that Work Sessions would be warranted, and feels that there does need to be a change for the good, for the Town. Baker wanted to make clear that the discussion between the Town and the Chamber is not some argument or controversy; the issue at hand is the Visitors Center and the contract with the Town, and the goal of getting the greatest benefit from the public funds by perhaps going in a different direction at this time; economic development should be the focus for the Town of Camp Verde; Baker suggested that she would be in favor of Option 3, and if necessary would also agree on holding Work Sessions. Kovacovich said that Council does want to see some changes made, and that Work Sessions would be in order to see what changes can be worked out; it would be premature to cancel the contract right now. Whatley does not agree that a Work Session is needed; the Town signed a contract with the Chamber, and it should be honored. Whatley said she would be in favor of Option 1, and perhaps discuss changes when the end of the lease is up. German commented that she would go along with the suggestion to have Work Sessions, but they should take place as soon as possible, and the focus should be on more than just this one contract. In further discussion and in response to concern about canceling the contract, it was pointed out that the termination clauses were purposely built in for the benefit of either party to the contract.

Burnside commented on the importance of keeping one's word; when the Town has made a commitment, that commitment should be fulfilled. The contract is based on "mutual promises" of the parties. The funds have been budgeted; one-half of the year has already been paid. Burnside said that the Town Manager needs time to come up with a plan on which the Council could make a decision; if a Work Session is considered, it should be for the purpose of

discussing a plan, a vision, and how to work together, not to discuss dissolving the existing agreement. Burnside said he would be in favor of Option 1 or 4, preferably Option 1, leaving it as it is. Whatley then moved to approve Option 1. That was followed by input from Martin explaining his reasoning for the four options he had proposed, with Option 4 being his personal preference since it would allow both entities the time necessary to come up with an alternate agreement, or some other type of plan that would allow both entities to be healthy and moving forward July 1, 2012. If Work Sessions are to be held, it is imperative that the products, the type of representation that the funding covers, be addressed. Something different needs to be arrived at for both entities, to the ultimate benefit of the community. Martin said he had his own ideas of what would be necessary, but needs the input from both sides of this particular issue in order to come up with a plan to bring to Council. Martin confirmed that Options 1 and 4 are basically the same, but Option 4 gives a definitive approach to the different type of relationship that is being discussed; Option 1 does not provide the opportunity to negotiate a different option than what is in the current agreement. After further discussion of the proposed options, the motion made by Whatley to approve Option 1 was voted upon and failed; the ensuing motions were made, discussed, and carried by majority vote.

Councilor George requested the following:

12. **Discussion, consideration, and possible authorization to place the Verde River Basin Partnership back into the Council Committee Assignments, and if approved, possible appointment of a Council member to serve on the committee. Councilor George has volunteered to serve as the representative for the Town in this organization.** On a motion by **Buchanan**, seconded by **German**, the Council unanimously approved authorization to place the Verde River Basin Partnership back into the Council Committee Assignments, and appoint Bruce George to serve on the Verde River Basin Partnership committee through May 2012.

Councilor George explained that he has gone to several of the Verde River Basin Partnership meetings, and found that the Town has a voting right to be on the Partnership, but the seat is vacant at this time, and he believes it would be good to have Camp Verde represented. The members discussed the history of the Town's participation in the VRBP meetings, the decision to discontinue because of a funding issue, and a question of what the voting right consists of. After further discussion, it was generally agreed that it would be helpful for the Town to have a place at the table, and Baker volunteered to serve as an alternate if needed.

13. **Call to the Public for items not on the agenda.** **Ramona Aldridge** said that, in the interest of economic development, she is expanding her current business, Healthy Thymes, in Camp Verde; it will be a first for the Town and is called "Healthy Pleasures Adult Boutique," for adults only, selling toys, gels, DVDs, and party novelties; it will open on Monday.

**Sheila Stubler** thanked everyone for all the hard work contributed during Fort Verde Days, and invited volunteers to participate in the upcoming annual Tom Sawyer fence-painting day this Saturday. A flag-retirement ceremony is being planned, and anyone who wishes to retire a flag should bring it to the Fort; two new youth have become involved at the Fort; this Friday there will be a group of tourists coming through; she is looking forward with optimism to the future.

There was no further public input.

14. **Manager/Staff Report**  
Martin said he wanted to update the Council on the ongoing Redistricting saga with the State, and that he had some maps that might be of interest. The group that spoke to the Town earlier has requested that the Council consider a new Resolution that would be more relevant to one of the options that is being considered by the IRC, and Martin said to let him know if anyone wanted to sponsor an agenda item to bring that forward. Martin outlined the currently proposed Legislative redistricting, and the proposed Congressional districts. Martin said that staff is working on plans for the 25-year party to celebrate the December 8, 1986 date of incorporation of Camp Verde, possibly scheduling December 10 to coincide with all the other events being planned for that date. A staff potluck is being considered for the following Friday, the 16<sup>th</sup>, in the Gym.

Burnside requested that Martin include the IRC issue on the Agenda for next Wednesday, and asked that Martin do some research on just what is the Town's official logo in order to be consistent.

15. **Adjournment**

On a motion by German, seconded by Baker, the meeting was adjourned at 9:17 p.m.

\_\_\_\_\_  
Bob Burnside, Mayor

\_\_\_\_\_  
Margaret Harper, Recording Secretary

**CERTIFICATION**

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on the 19<sup>th</sup> day of October 2011. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Debbie Barber, Town Clerk

4.C



Town of Camp Verde

**Agenda Item Submission Form – Section I**

**Meeting Date:**

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

**Requesting Department:** Library

**Staff Resource/Contact Person:** Gerry Laurito

**Agenda Title (be exact):** Possible approval of and authorization for the Mayor to sign the FY 2011/12 Intergovernmental Agreement and all other documents necessary to comply with the terms of the agreement with Yavapai County Free Library District for Library Services. The Town will receive \$88,992 for library services in this budgeted item. Staff Resource: Gerry Laurito

**List Attached Documents:** Yavapai County Free Library District Library Service Agreement  
**Estimated Presentation Time:** 1 minute

**Estimated Discussion Time:** 1 minute

**Reviews Completed by:**

- Department Head:       Town Attorney Comments:

Finance Review:  Budgeted     Unbudgeted     N/A

**Finance Director Comments/Fund:**

**Fiscal Impact:** The Town will receive \$88,992 in FY 11/12 for library operations.

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

**Comments:**

**Background Information:** This is a renewal of an agreement that allows the county to contribute funding to the operation of our library. Yavapai County acted as grant recipient for us (and other County public libraries) to receive new computers and related equipment to improve public access with the BTOP I (Broadband Technology Opportunities Program) Grant. The BTOP II Grant is anticipated in the near term. The BTOP II will address the technology needs and the development of job skills for job seekers. The Camp Verde Library expects to receive a computer and an all-in-one printer to serve as a virtual workforce workstation for our citizens. The Mayor will be signing this agreement upon its receipt to allow the Library to take possession of the equipment, with staff preparing reports relative to its use.

***Recommended Action (Motion):*** Approve the 2011 / 2012 IGA with The Yavapai County Free Library District for library services and authorize the Mayor to sign the agreement and all other documents necessary to comply with the terms of the agreement.

***Instructions to the Clerk:*** Process the agreement and forward the recorded copy upon completion.

YAVAPAI COUNTY FREE LIBRARY DISTRICT  
LIBRARY SERVICE AGREEMENT

This agreement is entered into between the **YAVAPAI COUNTY FREE LIBRARY DISTRICT**, hereinafter referred to as the "District," and the **Town of Camp Verde**, hereinafter referred to as the "Town," and shall be for a period commencing July 1, 2011 to June 30, 2012.

WHEREAS, the Yavapai County Board of Supervisors has established a County Library District, pursuant to A.R.S. 48-3901, on June 1, 1987; and

WHEREAS, the District has an agreement with the Department of Library, Archives and Public Records of the State of Arizona, hereinafter referred to as the "State Library," to provide library services within Yavapai County and the State of Arizona; and

WHEREAS, the District and the Town recognize the need to cooperate in the provision of library services to the citizens of the District; and

WHEREAS, the Town has taken action and officially notified the District that it desires to be a part of the District, and therefore is entitled to the benefits of the District; and

WHEREAS, the Town operates and maintains a library and the District desires to contract with the Town for library services for the benefit of the citizens of the District; and

NOW THEREFORE, IT IS AGREED by and between the District and the Town as follows:

1. Equal access and use of the library facilities and services shall be made available to all citizens of the County.
2. The Town and the District shall cooperate in planning and implementing resource sharing activities acceptable to the District and the Town.
3. All library materials purchased with District funds are the property of the Town.
4. It is understood by both parties that officials, employees and agents of the District remain the sole responsibility of the District. It is further understood that the officials, employees and agents of the Town remain the sole responsibility of the Town.

5. Except as expressly specified in this agreement, the District shall save, hold harmless and indemnify the Town and the Town's officials, employees and agents against all expenses, liabilities and claims of every kind arising from any intentional or negligent act or omission by the District or the District's officials, employees and agents.
6. Except as expressly specified in this agreement, the Town shall save, hold harmless and indemnify the District and the District officials, employees and agents against all expenses, liabilities and claims of every kind arising from any intentional or negligent act or omission by the Town or the Town's officials, employees and agents.
7. The Town agrees to the following conditions:
  - A. Required monthly statistics are maintained and submitted to the District within five (5) calendar days of the month's end.
  - B. The annual Arizona Public Library Data Report is submitted to the District as required by the State Library.
  - C. District funds are used specifically and solely for library materials, services and operating expenses. District funds may not be accumulated from year to year. An annual written accounting shall be made to the District describing the manner and use of District funds as required by the District.
  - D. The Town is responsible for all terms and conditions of this agreement. District funds may not be transferred to any other agency without prior written agreement with the District.
  - E. Resource sharing is supported by participating in interlibrary loan services as a borrower and lender of library materials.
8. The District will provide the following benefits and support services to the library:
  - A. Professional assistance and consultation services.
  - B. Continuing education opportunities for staff and volunteers.
  - C. Coordination of county-wide library services.

9. The Town and the District acknowledge that the services to be performed by the Town have a value to the District and to the Town. In consideration of that value, the District agrees to provide financial resources for the operation of the Camp Verde Community Library as follows:
  - To pay the Town the amount of **\$88,992.00**: in two (2) installments of **\$44,496.00**, November and May: **\$64,992.00** for library services, **\$20,000.00** for library materials, and **\$4,000.00** for automation.
10. This agreement may be renewed from year to year by mutual agreement of the parties and stipulation as to the consideration to be paid as between the parties.
11. This agreement contains the entire agreement of the parties with respect to the subject matter hereof and, it may be amended, modified or waived only by an instrument in writing signed by both parties.
12. Pursuant to A.R.S. Section 38-511, the Town may cancel this agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the Town is, at any time while the agreement or any extension of the agreement is in effect, an employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement. In the foregoing event, the Town further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this agreement on behalf of the Town from any other party to the agreement arising as a result of this agreement.
13. The parties shall comply with Executive Order #99-4 (dated January 29, 1998) concerning non-discrimination in employment.
14. The parties agree that it is their intention that this Agreement be effective on and from July 1, 2011, even if the date varies from the dates of actual signature.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials on the aforementioned date.

TOWN OF CAMP VERDE

YAVAPAI COUNTY FREE LIBRARY DISTRICT

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Chairman, Board of Directors

ATTEST:

ATTEST:

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Pursuant to A.R.S. Section 11-952(B)&(D), the foregoing agreement has been reviewed by the undersigned attorney for the Town, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to the Town.

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

Pursuant to A.R.S. Section 11-952(B)&(D), the foregoing agreement has been reviewed by the undersigned attorney for the Yavapai County Free Library District, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of the State to Yavapai County.

\_\_\_\_\_  
Deputy County Attorney



**PROCLAMATION  
DECLARING OCTOBER 29, 2011**

**Ralph Showers Day**

**Whereas, Ralph Showers** is a Native Son of Arizona and descendant of the Pioneer Families of Daniel Showers Cotton Grower in rural Phoenix and J.C. Reed, Territorial Representative and Merchant in Wickenburg.

**Whereas, Ralph Showers** and his family have been good citizens of the Town of Camp Verde since 1973.

**Whereas, Ralph Showers** has been an active member of churches in the community, the Camp Verde Board of Education, Coaching Little League Baseball, Fundraising Committee for Butler Park, Rotary Club of the Verde Valley, and many other organizations.

**Whereas, Ralph Showers** set out in 1973 to fulfill a life-long dream to create a ranch community in rural Arizona, to serve adults with developmental disabilities.

**Whereas, Ralph Showers** overcame the tragic loss of his arms and other setbacks in developing the ranch facilities.

**Whereas, Ralph Showers** gave inspiring, visionary and sacrificial leadership in the founding of Rainbow Acres in 1974.

**Whereas, Ralph Showers'** credo of Tender Loving Care and Unconditional Love, grounded in the Whole Life Concept, ushered in a new era of acceptance, esteem and confidence in adults with developmentally disabilities.

**Whereas, Ralph Showers** served Rainbow Acres as Founder and President from 1974-1994. This was formative in the history of Rainbow Acres, and it serves as the legacy of his passion, dedication, sacrifice and vision.

**Whereas, Ralph Showers** shares his story of triumph over adversity; he has challenged, inspired and transformed the lives of men and women at Rainbow Acres, the Citizens of Camp Verde and the Verde valley, the Citizens of Arizona, across the Nation and around the world.

**THEREFORE**, the Mayor and Common Council of the Town of Camp Verde, Camp Verde, Arizona, do hereby congratulate Dr. Ralph K. Shower on being named Founder Emeritus of Rainbow Acres and his lifetime of achievements and proclaim October 29, 2011 as **Ralph K. Showers Day**.

**DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.**

\_\_\_\_\_  
Bob Burnside, Mayor  
Town of Camp Verde

ATTEST:

\_\_\_\_\_  
Deborah Barber, Town Clerk



Town of Camp Verde

**Agenda Item Submission Form - Section I**

**Meeting Date: November 2, 2011**

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

**Requesting Department: Manager**

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

**Agenda Title (be exact): Public Hearing, followed by discussion, consideration, and possible approval of liquor license application for Yolanda R. Olmedo-Casa De Las Margaritas LLC located at 77 General Crook Trail in Camp Verde.**

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

**Estimated Presentation Time: 3minutes**

**Estimated Discussion Time: 1**

**Reviews Completed by:**

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

**Fiscal Impact: None**

**Budget Code: N/A      Amount Remaining: \_\_\_\_\_**

**Comments:**

**Background Information: Yolanda R. Omedo has submitted a liquor License Application that the Town Received and posted on October 6, 2011 for 20 days. Staff has not received any comments regarding the Liquor License Application.**

**Recommended Action (Motion): Move to approve the liquor license application for Yolanda R. Olmedo-Casa De Las Margaritas LLC located at 77 General Crook Trail in Camp Verde.**

**Instructions to the Clerk: Section II not required**

Arizona Department of Liquor Licenses and Control

800 West Washington, 5th Floor
Phoenix, Arizona 85007
www.azliquor.gov
602-542-5141

APPLICATION FOR LIQUOR LICENSE
TYPE OR PRINT WITH BLACK INK

Notice: Effective Nov. 1, 1997, All Owners, Agents, Partners, Stockholders, Officers, or Managers actively involved in the day to day operations of the business must attend a Department approved liquor law training course or provide proof of attendance within the last five years. See page 5 of the Liquor Licensing requirements.

SECTION 1 This application is for a:

- MORE THAN ONE LICENSE
INTERIM PERMIT Complete Section 5
NEW LICENSE Complete Sections 2, 3, 4, 13, 14, 15, 16
PERSON TRANSFER (Bars & Liquor Stores ONLY) Complete Sections 2, 3, 4, 11, 13, 15, 16
LOCATION TRANSFER (Bars and Liquor Stores ONLY) Complete Sections 2, 3, 4, 12, 13, 15, 16
PROBATE/WILL ASSIGNMENT/DIVORCE DECREE Complete Sections 2, 3, 4, 9, 13, 16 (fee not required)
GOVERNMENT Complete Sections 2, 3, 4, 10, 13, 15, 16

SECTION 2 Type of ownership:

- J.T.W.R.O.S. Complete Section 6
INDIVIDUAL Complete Section 6
PARTNERSHIP Complete Section 6
CORPORATION Complete Section 7
LIMITED LIABILITY CO. Complete Section 7
CLUB Complete Section 8
GOVERNMENT Complete Section 10
TRUST Complete Section 6
OTHER (Explain)

SECTION 3 Type of license and fees LICENSE #(s): 12133501

1. Type of License(s): 12-RESTAURANT

2. Total fees attached:

Department Use Only
\$

APPLICATION FEE AND INTERIM PERMIT FEES (IF APPLICABLE) ARE NOT REFUNDABLE.
The fees allowed under A.R.S. 44-6852 will be charged for all dishonored checks.

SECTION 4 Applicant

1. Owner/Agent's Name: Mr. Olmedo Hernandez Yolanda Olmedo Margarita Olmedo
(Insert one name ONLY to appear on license) Last First Middle

2. Corp./Partnership/L.L.C.: CASA DE LAS MARGARITAS LLC
(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: CASA DE LAS MARGARITAS
(Exactly as it appears on the exterior of premises)

4. Principal Street Location: 77 GENERAL CROOK TRAIL CAMP VERDE YAVAPAI 86322
(Do not use PO Box Number) City County Zip

5. Business Phone: (928)567-2435 Daytime Contact: YOLANDA ROCIO OLMEDO (928) 451-9321

6. Is the business located within the incorporated limits of the above city or town? YES NO

7. Mailing Address: 77 GENERAL CROOK TRAIL, CAMP VERDE, AZ 86322
City State Zip

8. Price paid for license only bar, beer and wine, or liquor store: Type N/A \$ Type \$

DEPARTMENT USE ONLY
Fees: Application 100.00 Interim Permit 100.00 Agent Change Club 24.00 Finger Prints \$ 224.00
TOTAL OF ALL FEES
Is Arizona Statement of Citizenship & Alien Status For State Benefits complete? YES NO
Accepted by: Date: 9/26/2011 Lic. # 12133501

**SECTION 5 Interim Permit:**

1. If you intend to operate business when your application is pending you will need an Interim Permit pursuant to A.R.S. 4-203.01. 11 SEP 26 Ligr. Lic. # 4 63
2. There **MUST** be a valid license of the same type you are applying for currently issued to the location.
3. Enter the license number currently at the location. 12133348
4. Is the license currently in use?  YES  NO If no, how long has it been out of use? \_\_\_\_\_

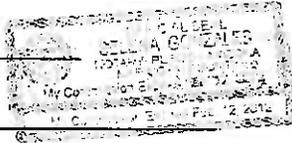
**ATTACH THE LICENSE CURRENTLY ISSUED AT THE LOCATION TO THIS APPLICATION.**

*X* 1. Apolinar Olmedo Lopez declare that I am the CURRENT OWNER, AGENT, CLUB MEMBER, PARTNER, MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

(Print full name)

MEMBER, STOCKHOLDER, OR LICENSEE (circle the title which applies) of the stated license and location.

*X* [Signature]  
(Signature)



My commission expires on: \_\_\_\_\_

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

26 day of September 2011  
Day Month Year

[Signature]  
(Signature of NOTARY PUBLIC)

**SECTION 6 Individual or Partnership Owners:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Individual:

Last	First	Middle	% Owned	Mailing Address	City State Zip

Partnership Name: (Only the first partner listed will appear on license) \_\_\_\_\_

General-Limited	Last	First	Middle	% Owned	Mailing Address	City State Zip
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						
<input type="checkbox"/>						

(ATTACH ADDITIONAL SHEET IF NECESSARY)

2. Is any person, other than the above, going to share in the profits/losses of the business?  YES  NO  
If Yes, give name, current address and telephone number of the person(s). Use additional sheets if necessary.

Last	First	Middle	Mailing Address	City, State, Zip	Telephone#

DO NOT WRITE ABOVE THIS LINE, FOR ACC USE ONLY

### ARTICLES OF ORGANIZATION

Select one. This form may be used for:

ARIZONA LIMITED LIABILITY COMPANY (A.R.S. §29-632)

ARIZONA PROFESSIONAL LIMITED LIABILITY COMPANY (A.R.S. §29-841.01)

DO NOT PUBLISH THIS SECTION  
NOTE: A professional limited liability company is an LLC organized for the purpose of rendering one or more categories of professional service. Professional service is defined as a service that may be lawfully rendered only by a person licensed in this state to render the service.

1. The name of the organization:

A. \_\_\_\_\_  
 LLC Name Reservation File Number (If one has been obtained). If not, leave this line blank

B. CASA DE LAS MARGARITAS L.L.C.  
 Limited Liability Company Name

1. The LLC name must contain the words "limited liability company" or "limited company" or the abbreviations "L.L.C.", "L.C.", "LLC", or "LC". The Professional LLC name must contain the words "professional limited liability company" or the abbreviations "P.L.L.C.", "P.L.C.", "PLLC", or "PLC."

2. Known place of business in Arizona (if address is the same as the street address of the statutory agent, write "same as statutory agent". DO NOT LEAVE THIS SECTION BLANK)

Address 77 GENERAL CROOK TRAIL

City CAMP VERDE State ARIZONA Zip 86322

2. Must be an Arizona address. DO NOT LEAVE THIS SECTION BLANK

3. The name and street address of the statutory agent in Arizona

Name YOLANDA ROCIO OLMEDO

Address 1240 E. CRESTVIEW DR

City COTTONWOOD State ARIZONA Zip 86326

3. If the statutory agent has a PO BOX then they must also provide a physical address or description of the location.

The agent must sign the articles or provide written consent to acceptance of the appointment.

Acceptance of Appointment by Statutory Agent:

I YOLANDA ROCIO OLMEDO, having been designated to act as  
(Print Name of the Statutory Agent)

Statutory Agent, hereby consent to act in that capacity until removed or resignation is submitted in accordance with the Arizona Revised Statute.

Agent Signature: Yolanda Olmedo

If signing on behalf of a company, please print the company name here.

4. Purpose of this (Professional) Limited Liability Company is to provide the following (professional) service(s): (Only required for a Professional LLC Company)

[Empty box for professional services]

5. The latest date, if any, on which the Company must dissolve. If a dissolution date should include the month, day and year. Perpetual means continuing forever or indefinitely

5. Dissolution: The latest date of Dissolution

[ ] The latest date to dissolve \_\_\_/\_\_\_/\_\_\_ (Please enter month, day and four digit year)
[ ] The Limited Liability Company is Perpetual

6. Check which management structure will be applicable to your company. Provide name, title and address for each person.

6. Management Structure: (Check one box only) A.R.S. §29-632(5)

A. [ ] RESERVED TO THE MEMBER(S)
B. [ ] VESTED IN MANAGER(S)
Name YOLANDA ROCIO OLMEDO
[ ] Member [ ] Manager
Address: 1240 E. CRESTVIEW DR
City, COTTONWOOD State, AZ Zip: 86326

6A. If reserved to the member(s), check the member's box and provide the name(s) and address(es) of each member. NOTE: if reserved to the member(s) you cannot list any manager.

6B. If vested in manager(s) check the manager's box and provide the name(s) and address(es) of each manager and each member who owns a twenty (20%) percent or greater interest in the capital or profits of the LLC/ PLLC.

The person (s) executing this document need not be a manager or member of the company.

Your phone and fax are optional.

Executed this 22 day of SEPTEMBER, 2011
Executed by: [Signature] Print Name YOLANDA ROCIO OLMEDO
If signing on behalf of a company, please print the company name here.

Phone Number: (928)451-9321 Fax Number: 602-535-3129

**SECTION 7 Corporation/Limited Liability Co.:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD. \*11 SEP 26 11:47 LIC. PH 418

- CORPORATION **Complete questions 1, 2, 3, 5, 6, 7, and 8.**  
 L.L.C. **Complete 1, 2, 4, 5, 6, 7, and 8.**

1. Name of Corporation/L.L.C.: CASA DE LAS MARGARITAS LLC  
 (Exactly as it appears on Articles of Incorporation or Articles of Organization)
2. Date Incorporated/Organized: 9-26-2011 State where Incorporated/Organized: ARIZONA
3. AZ Corporation Commission File No.: \_\_\_\_\_ Date authorized to do business in AZ: \_\_\_\_\_
4. AZ L.L.C. File No: PENDING L-1709157-0 Date authorized to do business in AZ: \_\_\_\_\_
5. Is Corp./L.L.C. Non-profit?  YES  NO
6. List all directors, officers and members in Corporation/L.L.C.:

Last	First	Middle	Title	Mailing Address	City State Zip
OLMEDO	YOLANDA	R <del>REBE</del>	MANAGER <i>Member</i>	1240 E. CRESTVIEW DR, COTTONWOOD, AZ	86326

(ATTACH ADDITIONAL SHEET IF NECESSARY)

7. List stockholders who are controlling persons or who own 10% or more:

Last	First	Middle	% Owned	Mailing Address	City State Zip
OLMEDO	YOLANDA	R <del>REBE</del>	100	1240 E. CRESTVIEW DR, COTTONWOOD, AZ	86326

(ATTACH ADDITIONAL SHEET IF NECESSARY)

8. If the corporation/L.L.C. is owned by another entity, attach a percentage of ownership chart, and a director/officer/member disclosure for the parent entity. Attach additional sheets as needed in order to disclose personal identities of all owners.

**SECTION 8 Club Applicants:**

EACH PERSON LISTED MUST SUBMIT A COMPLETED QUESTIONNAIRE (FORM LIC0101), AN "APPLICANT" TYPE FINGERPRINT CARD, AND \$24 PROCESSING FEE FOR EACH CARD.

1. Name of Club: \_\_\_\_\_ Date Chartered: \_\_\_\_\_  
 (Exactly as it appears on Club Charter or Bylaws) (Attach a copy of Club Charter or Bylaws)
2. Is club non-profit?  YES  NO
3. List officer and directors:

Last	First	Middle	Title	Mailing Address	City State Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

**SECTION 9 Probate, Will Assignment or Divorce Decree of an existing Bar or Liquor Store License:**

1. Current Licensee's Name: \_\_\_\_\_  
 (Exactly as it appears on license) Last First Middle  
 \*11 SEP 26 Lign. Lic. PH 4 09
2. Assignee's Name: \_\_\_\_\_  
 Last First Middle
3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_ Date of Last Renewal: \_\_\_\_\_
4. ATTACH TO THIS APPLICATION A CERTIFIED COPY OF THE WILL, PROBATE DISTRIBUTION INSTRUMENT, OR DIVORCE DECREE THAT SPECIFICALLY DISTRIBUTES THE LIQUOR LICENSE TO THE ASSIGNEE TO THIS APPLICATION.

**SECTION 10 Government: (for cities, towns, or counties only)**

1. Governmental Entity: \_\_\_\_\_
2. Person/designee: \_\_\_\_\_  
 Last First Middle Contact Phone Number

**A SEPARATE LICENSE MUST BE OBTAINED FOR EACH PREMISES FROM WHICH SPIRITUOUS LIQUOR IS SERVED.**

**SECTION 11 Person to Person Transfer:**

Questions to be completed by CURRENT LICENSEE (Bars and Liquor Stores ONLY-Series 06,07, and 09).

1. Current Licensee's Name: \_\_\_\_\_ Entity: \_\_\_\_\_  
 (Exactly as it appears on license) Last First Middle (Indiv., Agent, etc.)
2. Corporation/L.L.C. Name: \_\_\_\_\_  
 (Exactly as it appears on license)
3. Current Business Name: \_\_\_\_\_  
 (Exactly as it appears on license)
4. Physical Street Location of Business: Street \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_
5. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
6. If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
7. Current Mailing Address: Street \_\_\_\_\_  
 (Other than business) City, State, Zip \_\_\_\_\_
8. Have all creditors, lien holders, interest holders, etc. been notified of this transfer?  YES  NO
9. Does the applicant intend to operate the business while this application is pending?  YES  NO If yes, complete Section 5 of this application, attach fee, and current license to this application.

10. I, \_\_\_\_\_, hereby authorize the department to process this application to transfer the  
 (print full name)  
 privilege of the license to the applicant, provided that all terms and conditions of sale are met. Based on the fulfillment of these conditions, I certify that the applicant now owns or will own the property rights of the license by the date of issue.

I, \_\_\_\_\_, declare that I am the CURRENT OWNER, AGENT, MEMBER, PARTNER  
 (print full name)  
 STOCKHOLDER, or LICENSEE of the stated license. I have read the above Section 11 and confirm that all statements are true, correct, and complete.

\_\_\_\_\_  
 (Signature of CURRENT LICENSEE)

State of \_\_\_\_\_ County of \_\_\_\_\_  
 The foregoing instrument was acknowledged before me this

\_\_\_\_\_  
 Day Month Year

My commission expires on: \_\_\_\_\_

\_\_\_\_\_  
 (Signature of NOTARY PUBLIC)

**SECTION 12 Location to Location Transfer: (Bars and Liquor Stores ONLY)**

APPLICANTS CANNOT OPERATE UNDER A LOCATION TRANSFER UNTIL IT IS APPROVED BY THE STATE <sup>111 SEP 26</sup> Lic. Lic. PM 4 09

1. Current Business: Name \_\_\_\_\_  
(Exactly as it appears on license) Address \_\_\_\_\_
2. New Business: Name \_\_\_\_\_  
(Physical Street Location) Address \_\_\_\_\_
3. License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
4. If more than one license to be transferred: License Type: \_\_\_\_\_ License Number: \_\_\_\_\_
5. What date do you plan to move? \_\_\_\_\_ What date do you plan to open? \_\_\_\_\_

**SECTION 13 Questions for all in-state applicants excluding those applying for government, hotel/motel, and restaurant licenses (series 5, 11, and 12):**

A.R.S. § 4-207 (A) and (B) state that no retailer's license shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building. The above paragraph DOES NOT apply to:

- a) Restaurant license (§ 4-205.02)
- b) Hotel/motel license (§ 4-205.01)
- c) Government license (§ 4-205.03)
- d) Fenced playing area of a golf course (§ 4-207 (B)(5))

1. Distance to nearest school: 0.15 MILES ft. Name of school AMERICAN HERITAGE ACADEMY  
Address 132 W. GENERAL CROOK TRL, CAMP VERDE AZ 86322  
City, State, Zip \_\_\_\_\_
2. Distance to nearest church: 0.41 MILES ft. Name of church CALVARY CHAPEL OF CAMP VERDE  
Address 514 S. MAIN ST, CAMP VERDE AZ 86322  
City, State, Zip \_\_\_\_\_
3. I am the:  Lessee  Sublessee  Owner  Purchaser (of premises)
4. If the premises is leased give lessors: Name KEVIN KLEIN  
Address 2729 VERDE VALLEY SCHOOL RD, SEDONA, AZ 86351  
City, State, Zip \_\_\_\_\_
- 4a. Monthly rental/lease rate \$ 3,643.50 What is the remaining length of the lease 2 yrs. 0 mos.
- 4b. What is the penalty if the lease is not fulfilled? \$ PAY IN FULL or other \_\_\_\_\_  
(give details - attach additional sheet if necessary)
5. What is the total **business** indebtedness for this license/location excluding the lease? \$ 0  
Please list debtors below if applicable.

Last	First	Middle	Amount Owed	Mailing Address	City	State	Zip

(ATTACH ADDITIONAL SHEET IF NECESSARY)

6. What type of business will this license be used for (be specific)? RESTAURANT

**SECTION 13 - continued**

7. Has a license or a transfer license for the premises on this application been denied by the state within the past one (1) year?

YES  NO If yes, attach explanation.

8. Does any spirituous liquor manufacturer, wholesaler, or employee have any interest in your business?  YES  NO

9. Is the premises currently licensed with a liquor license?  YES  NO If yes, give license number and licensee's name:

License # 1213334 8 (exactly as it appears on license) Name APOLINAR OLMEDO VASQUEZ

**SECTION 14 Restaurant or hotel/motel license applicants:**

1. Is there an existing restaurant or hotel/motel liquor license at the proposed location?  YES  NO

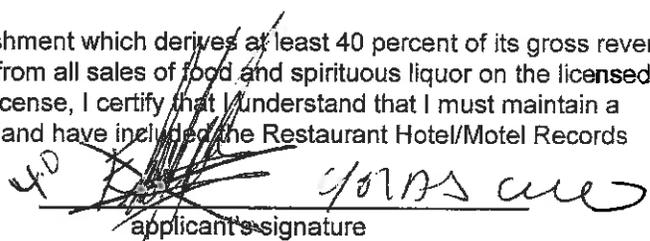
If yes, give the name of licensee, Agent or a company name:

VASQUEZ APOLINAR OLMEDO and license #: 1213334 8  
Last First Middle

2. If the answer to Question 1 is YES, you may qualify for an Interim Permit to operate while your application is pending; consult A.R.S. § 4-203.01; and complete SECTION 5 of this application.

3. All restaurant and hotel/motel applicants must complete a Restaurant Operation Plan (Form LIC0114) provided by the Department of Liquor Licenses and Control.

4. As stated in A.R.S. § 4-205.02.G.2, a restaurant is an establishment which derives at least 40 percent of its gross revenue from the sale of food. Gross revenue is the revenue derived from all sales of food and spirituous liquor on the licensed premises. By applying for this  hotel/motel  restaurant license, I certify that I understand that I must maintain a minimum of 40 percent food sales based on these definitions and have included the Restaurant Hotel/Motel Records Required for Audit (form LIC 1013) with this application.

*40*  
  
applicant's signature

As stated in A.R.S § 4-205.02 (B), I understand it is my responsibility to contact the Department of Liquor Licenses and Control to schedule an inspection when all tables and chairs are on site, kitchen equipment, and, if applicable, patio barriers are in place on the licensed premises. With the exception of the patio barriers, these items are not required to be properly installed for this inspection. Failure to schedule an inspection will delay issuance of the license. If you are not ready for your inspection 90 days after filing your application, please request an extension in writing, specify why the extension is necessary, and the new inspection date you are requesting. To schedule your site inspection visit [www.azliquor.gov](http://www.azliquor.gov) and click on the "Information" tab.

*E.H. 90*  
applicants initials

**SECTION 15 Diagram of Premises: (Blueprints not accepted, diagram must be on this form)**

1. Check ALL boxes that apply to your business:

- Entrances/Exits       Liquor storage areas      Patio:  Contiguous
- Service windows       Drive-in windows       Non Contiguous

2. Is your licensed premises currently closed due to construction, renovation, or redesign?  YES  NO

If yes, what is your estimated opening date? 09/21/2011  
month/day/year

3. Restaurants and hotel/motel applicants are required to draw a detailed floor plan of the kitchen and dining areas including the locations of all kitchen equipment and dining furniture. Diagram paper is provided on page 7.

4. The diagram (a detailed floor plan) you provide is required to disclose only the area(s) where spirituous liquor is to be sold, served, consumed, dispensed, possessed, or stored on the premises unless it is a restaurant (see #3 above).

5. Provide the square footage or outside dimensions of the licensed premises. Please do not include non-licensed premises, such as parking lots, living quarters, etc.

As stated in A.R.S. § 4-207.01(B), I understand it is my responsibility to notify the Department of Liquor Licenses and Control when there are changes to boundaries, entrances, exits, added or deleted doors, windows or service windows, or increase or decrease to the square footage after submitting this initial drawing.

*E.H. 90*  
applicants initials

**SECTION 15 Diagram of Premises**

4. In this diagram please show only the area where spirituous liquor is to be sold, served, consumed, dispensed, possessed or stored. It must show all entrances, exits, interior walls, bars, bar stools, hi-top tables, dining tables, dining chairs, the kitchen, dance floor, stage, and game room. Do not include parking lots, living quarters, etc. When completing diagram, North is up ↑.

If a legible copy of a rendering or drawing of your diagram of premises is attached to this application, please write the words "diagram attached" in box provided below.

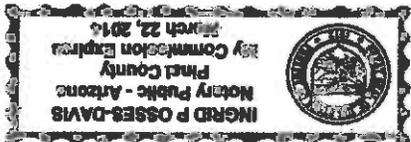
SEE ATTACHMENT

11 SEP 26 10:47:11 AM '11

**SECTION 16 Signature Block**

I, Yolanda R Olmedo  
~~ELVIA MARGARITA HERNANDEZ~~, hereby declare that I am the OWNER/AGENT filing this application as stated in Section 4, Question 1. I have read this application and verify all statements to be true, correct and complete.

X [Signature]  
 (signature of applicant listed in Section 4, Question 1)

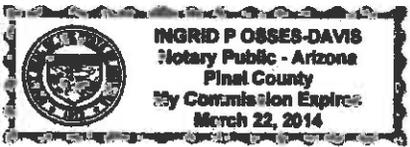


State of ARIZONA County of YAVAPAI

The foregoing instrument was acknowledged before me this  
22 of SEPTEMBER, 2011  
 Day Month Year

[Signature]  
 signature of NOTARY PUBLIC

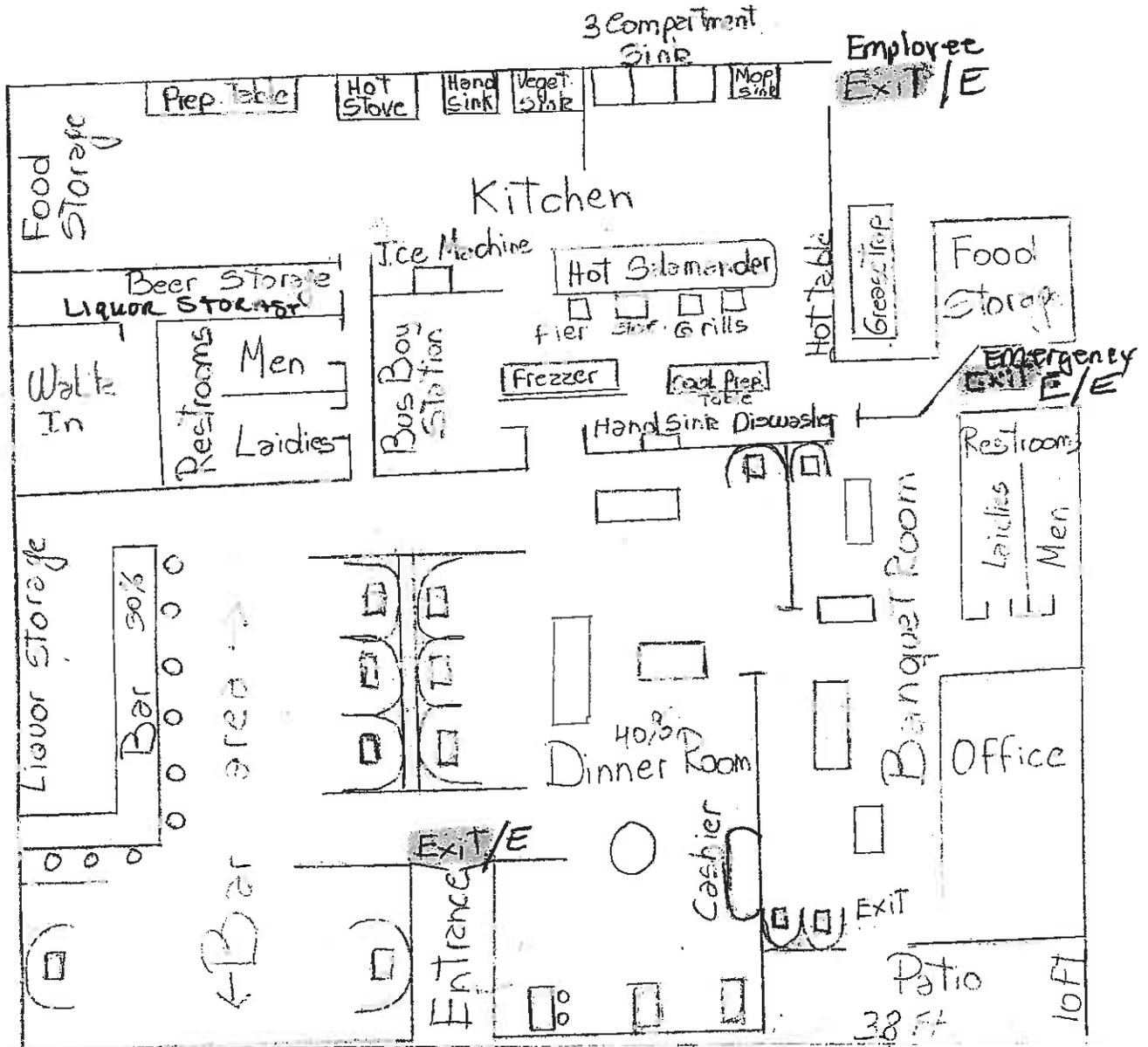
My commission expires on: 03/22/2011  
 Day Month Year



Square Footage - 4720 SF.

11 SEP 26 Liq. Lic. # 4 83

Casa De Las Margaritas



2/3

11 SEP 26 Lic. Lic. PM 4 09

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

300 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

RESTAURANT OPERATION PLAN

LICENSE # 12133501

1. List by Make, Model and Capacity of your:

Grill	Stratus 1101P 24'x6'
Oven	none
Freezer	True
Refrigerator	Green Word 6x6
Sink	NFF 2'x 7.6
Dish Washing Facilities	UNKNOWN AFC-3A
Food Preparation Counter (Dimensions)	6 1/2 X 2 1/2 in 3x2 1/2
Other	Salamander US Ranger , ICE MACHINE (MONITOWOC)

2. Print the name of your restaurant: CASA DE LAS MARGARITAS

3. Attach a copy of your menu (Breakfast, Lunch and Dinner including prices).

4. List the seating capacity for:

- a. Restaurant area of your premises [ 68 ]
- b. Bar area of your premises [ +29 ]
- c. Total area of your premises [ ~~68~~ 97 ]

5. What type of dinnerware and utensils are utilized within your restaurant?

- Reusable
- Disposable

6. Does your restaurant have a bar area that is distinct and separate from the restaurant seating? (If yes, what percentage of the public floor space does this area cover).  Yes 25 %  No

7. What percentage of your public premises is used primarily for restaurant dining? (Does not include kitchen, bar, cocktail tables or game area.) 40 %

\*Disabled individuals requiring special accommodations, please call (602) 542-9027



11 SEP 26 11:41 AM '09

## ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor

Phoenix, AZ 85007-2934

www.azliquor.gov

(602) 542-5141

### RECORDS REQUIRED FOR AUDIT

#### **SERIES 11 (HOTEL/MOTEL/RESTAURANT AND SERIES 12 (RESTAURANT)**

#### **MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS**

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of *all* food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
  - A. Sales Journals/Monthly Sales Schedules
    - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
    - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
    - 3) Dated Guest Checks
    - 4) Coupons/Specials/Discounts
    - 5) Any other evidence to support income from food and liquor sales
  - B. Cash Receipts/Disbursement Journals
    - 1) Daily Bank Deposit Slips
    - 2) Bank Statements and canceled checks
11. Tax Records
  - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
  - B. Income Tax Return - city, state and federal (copies)
  - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
  - A. Copies of all reports required by the State and Federal Government

11 SEP 26 11:41 AM 4 139

- B. Employee Log (A.R.S. §4-119)
- C. Employee time cards (actual document used to sign in and out each work day)
- D. Payroll records for all employees showing hours worked each week and hourly wages
- 13. Off-site Catering Records (must be complete and separate from restaurant records)
  - A. All documents which support the income derived from the sale of food off the license premises.
  - B. All documents which support purchases made for food to be sold off the licensed premises.
  - C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

**REVOCAION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**

**A.R.S. §4-210(A)7**

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

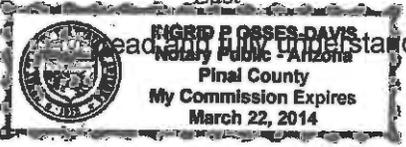
**A.R.S. §4-205.02(G)**

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food.
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises, regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any other license that has been issued for the premises pursuant to this article.

I, (print licensee name):

OLMEDO                      YOLANDA                      ~~RODRIGUEZ~~ R  
 Last                                      First                                      Middle



I read and fully understand all aspects of this statement.

State of ARIZONA County of YAVAPAI  
 The foregoing instrument was acknowledged before me this

x YOLANDA OLMEDO  
 (Signature of Licensee)

22 day of SEPTEMBER, 2011  
 Day                      Month                      Year

My commission Expires on: 03/22/2014  
 Day                      Month                      Year

[Signature]  
 (Signature of NOTARY PUBLIC)

**MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS**

Welcome  
11 SEP 26 11:11 AM Lic. PH 4 039  
Soft Drinks

Pepsi, Diet Pepsi, Sierra Mist, Dr. Pepper, Ice Tea, Milk, Hot Tea  
 Pink Lemonade, Raspberry Tea, Root Beer, Mountain Dew.

Appetizers

Nachos Green or Red Salsa ..... 5.75    Cheese Crispy..... 4.95  
 Quesadilla ..... 5.95    Chicken Wings (10)..... 6.95

Appetizer for 4    **Botana Special**    Dinner or Lunch for 2

1 Quesadilla, 3 Chicken Taquitos, 6 Shrimp wrapped in Bacon  
 Guacamole, Sour Cream and Lettuce.    19.95

Side Orders

Taco ..... 2.75    Enchilada ..... 2.75  
 Chile Relleno ..... 3.25    Tamale ..... 3.25  
 Chimi ..... 4.25    Taquito ..... 2.50  
 Sopito Thick Corn Tortilla ..... 2.95    Ceviche Tostada ..... 3.50  
 Seafood Chimi ..... 5.95    Chalupa Taco With Flour Tortilla ..... 5.50

Burritos

Carne Asada Burrito ..... 5.95    Carnitas Burrito..... 5.95  
 Chicken Burrito ..... 5.25    Shredded Beef Burrito ..... 5.25  
 Ground Beef Burrito ..... 5.25    Bean and Cheese Burrito ... 4.25  
 Beans ..... 2.95    Rice ..... 2.95  
 Guacamole ..... 4.50    Sour Cream ..... 0.95

Grill Cheese With Fries ..... 4.95    Cheese Burger and Fries ..... 5.75

Burger Supreme and Fries ..... 7.35

( Topped with Grilled Onions, Mushrooms, and Bacon )

Desserts

Flan A Light Mexican custard ..... 2.25    Deep Fried Ice Cream ..... 2.95  
 Sopapilla (3) ..... 2.95    Cheese Cake New York Style ..... 2.95  
 Chimi Peach or Strawberry ..... 3.25

A flour tortilla Stuffed with Peach or Strawberry Deep Fried With Scoop of ice Cream

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# Seafood Dishes

Served With Rice and Beans.

- Arroz Con Camarones** ..... 12.95  
*Jumbo Shrimp cooked with mushrooms and sauteed with special sauce.*
- Camarones al Mojo de Ajo** ..... 12.95  
*Jumbo Shrimp cooked with mushrooms, bell peppers, and onions sauteed in a garlic sauce.*
- Camarones a la Diabla** ..... 12.95  
*Jumbo Shrimp cooked with bell peppers, onions, mushrooms and sauteed in a spicy salsa.*
- Apretalados** ..... 13.95  
*Jumbo Shrimp wrapped in bacon and fried . Served over a bed of peppers, onions topped with melted cheese.*
- Pescado Frito** ..... 11.25  
*Tilapia Fish refried in our special way and garnished with slice of avocado, onions, and lemon.*
- 7 Mares (Soup)**..... 12.95  
*Shrimp, octopus, crab legs, carrots, onions, tomatoes, and potatoes.*
- Tostadas de Ceviche (2 tostadas)**..... 12.50  
*Baby shrimp, jalapeno, tomatoes, cilantro, onions on top of deep fried corn tortilla.*
- Crab Legs and Shrimp** ..... 13.95  
*Crab legs, shrimp, mushroom, onions, and bell peppers sauteed in a buttered marinated in special sauce.*
- Coctel de Camarones (soup)**..... 11.25  
*Jumbo shrimp in a soup. With chopped onions, tomatoes, celery, potatoes, avocados and tomatoes juice.*

## Pork Dishes

- Carnitas** ..... 10.50      **Chile Verde**..... 10.50  
*Pieces of deep fried pork with a dash of seasoning.*      *Chunk of pork cooked in green sauce.*

## Chicken Dishes

- Arroz con Pollo** ..... 11.35  
*Boneless breast of chicken sauteed with mushrooms, bell peppers, onions, and cooked with special sauce.*
- Pollo a la Cazuela** ..... *Good* ..... 11.35  
*Sliced boneless breast of chicken, sauteed mushrooms, onions, bell pepper and cooked in a creamy sauce.*
- Pollo Asado** ..... 11.35  
*A fillet of chicken Breast marinated in a special way and grilled. Garnished with onions and tomatoes.*
- Pollo en Mole** ..... *Delicioso* ..... 11.35  
*sliced boneless breast of chicken cooked in a tasty sweet sauce.*

## Tapatia

A flat crisp flour tortilla layered with beans, your choice of meat topped with lettuce, tossed with mayonnaise and garnished with guacamole, sour cream, and tomatoes.

6.95

# Los Burritos

Served with rice & beans. Enchilada Style

Super Burrito (Red sauce)	Guacamole and sour cream	9.25
<small>Flour tortilla filled with rice, beans, and ground beef. Garnished with lettuce and tomatoes</small>		
Carne Asada (Red Sauce)		9.25
Carnitas (Red Sauce)	Deep fried pork	9.25
Chicken (Ranchera Sauce)		8.00
Ground beef (Red Sauce)		8.00
Shredded Beef (Red Sauce)		8.00
Chile Verde (Green Sauce)	Chunk of pork in Green sauce	8.50
Chile Colorado (Red Sauce)	Chunk of beef in red sauce	8.50
Beans & Cheese (Red Sauce)		6.75
Seafood (Ranchera Sauce)	Baby shrimp and crab	9.25
Veggie (bell pepper, onions, mushrooms, tomatoes, & Cilantro)		7.75

## Tostadas

Chicken	6.25
Shredded or Ground Beef	6.25
Carne Asada	6.95
Carnitas	6.95
Chile Colorado or Chile Verde	6.95
Bean Tostada	4.95

## Salads

Dinner Salad	3.25
Seafood Salad	(Baby shrimp and crab) 7.75
Avocado Salad	Avocado tomatoes and lettuce 6.25
Grill Chicken Salad	8.25

Juice breast of chicken strips on top of a crisp bed of lettuce. Garnished with cheese and tomatoes.

### Thank you for you patronage.

# Combinations

11-28-26 Liq. Lic. #1403

Served With Rice and Beans

Your Choice of Fillings are: Chicken, Ground Beef, Shredded Beef, and Cheese

# 1 Choice of One Item ..... 6.75

Taco, Enchilada, Chile Relleno, Tamale, Chimi or Sopito > (thick corn Tortilla)

# 2 Choice of Two Items ..... 8.95

Taco, Enchilada, Chile Relleno, Tamale, Chimi or Sopito > (thick corn tortilla)

# 3 Choice of Three ..... 9.95

Taco, Enchilada, Chile Relleno, Tamale, Chimi or Sopito > (thick corn tortilla)

Enchiladas Verdes ..... 9.75

Two Corn Tortillas stuffed with cheese, topped with green salsa, guacamole, and sour cream served with rice & beans.

Enchiladas Suizas ..... 9.75

2 corn tortillas stuffed with chicken, topped with green salsa and sour cream served with sweet corn and beans.

Seafood Enchilada (Baby Shrimp & Crab) ..... 9.25

Two corn tortillas smothered with ranchera sauce and cheese served with rice and beans.

Taquitos de Pollo ..... Sour cream and guacamole ..... 9.95

3 flour tortillas stuffed with chicken, cut and served with rice and beans.

Taquitos Rancheros ..... Guacamole and sour cream. ..... 9.95

3 corn tortillas stuffed with shredded beef, served with rice and charro beans.

Tacos al Pastor ..... Two large tacos ..... 11.25

Flank steak marinated and cut into small pieces in a tortilla served with rice, charro beans and pico de gallo.

Tacos Mexicanos ..... 2 Large tacos *Muy Buenos* ..... 11.25

2 soft tacos filled with Steak or Carnitas or Grill Chicken served with rice, charro beans and pico de gallo.

Tacos de Pescado ..... 2 Fish tacos ..... 9.95

2 soft flour tortillas filled with grilled fish, tartar sauce and served with rice and charro beans.

Tacos de Camaron ..... 9.95

2 soft flour tortillas filled with shrimp and jalapeno sauce and served with rice and charro beans.

## House Specials

Steak Relleno ..... *Delicioso try* ..... 15.95

Juice New York Steak stuffed with bell peppers, tomatoes, onions, and ham. Wrapped with bacon and grilled.

Topped with a delicious sauce and garnished with avocados.

Steak and Shrimp ..... *Muy Bueno* ..... 15.95

Your choice of Rib Eye Steak or New York steak cooked over charcoal plus 4 Shrimp, with bell peppers, onions, mushrooms sauteed in butter, and garlic sauce. Served with rice and beans.

Las Margaritas Special ..... 13.95

7 Shrimp sauteed in special sauce Cooked with bell peppers, onions, topped with green sauce, served with rice & beans.

Garnished with avocados.

We are not responsible for any lost or missing items and belongings.

# Steak Dishes

SEP 26 Lic. Lic. PM 4 139

Served with rice, beans, & tortillas

**Steak Ranchero .....13.95**

T-Bone Steak Marinated & Broiled in A very Special Way. Garnished With Guacamole and onions

**Rib Eye Steak .....13.95**

Rib-Eye Steak broiled over Charcoal & garnished with Guacamole and Onions

**New York Steak .....13.95**

10 oz. of a perfect cut of New York Steak. Grilled to Perfection.

**Carne Asada .....11.50**

Slices of Skirt Steak cooked over charcoal. Served with guacamole and onions

**Steak Picado .....11.95**

Dashed steak with bell pepper, onions, tomatoes, & a delicious sauce.

**Steak & Crab Leg .....16.95**

Juicy New York Steak and succulent crab legs cooked in a hot melted butter.

**Chile Colorado .....10.25**

Chunks of beef served in a very good red sauce.

**La Parillada .....24.95**

Slices of Skirt Steak, Grill Chicken, and Shrimp Cooked with mushrooms, onions, bell pepper and sauteed in garlic.

## Sizzling Fajita Dishes

Served with Rice, Beans.

Cooked with bell peppers, onions, tomatoes and cilantro.

**Steak Fajitas**

12.95

**Chicken Fajitas**

12.95

**Shrimp Fajitas**

13.95

**Mixed Fajitas**

12.95

**Fajitas For Two**

\$ 23.25

**Veggie Fajitas**

11.95

Bell peppers, onions, mushrooms, cilantro, and tomatoes.

*Muy buenas las fajitas*

09 JAN 9 Lic. Lic. PM1052

**ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL**  
 800 W Washington 5th Floor  
 Phoenix AZ 85007-2934  
 (602) 542-5141

**QUESTIONNAIRE**

802,723  
 P1059457 Am.

Attention all Local Governing Bodies: Social Security and Birthdate Information is Confidential. This information may be given to local law enforcement agencies for the purpose of background checks only but must be blocked to be unreadable prior to posting or any public view.

Read carefully. This instrument is a sworn document. Type or print with BLACK INK.  
 An extensive investigation of your background will be conducted. False or incomplete answers could result in criminal prosecution and the denial or subsequent revocation of a license or permit.

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD WHICH MAY BE OBTAINED AT DLLC. FINGERPRINTING MUST BE DONE BY A BONA FIDE LAW ENFORCEMENT AGENCY OR A FINGERPRINTING SERVICE APPROVED BY DLLC. THE DEPARTMENT DOES NOT PROVIDE THIS SERVICE.

Effective 10/01/07 there is a \$24.00 processing fee for each fingerprint card submitted.

Liquor License #

12133501

The fees allowed by A.R.S. § 44-6852 will be charged for all dishonored checks.

(If the location is currently licensed)

1. Check appropriate box →  Controlling Person (Complete Questions 1-19)  Agent (Complete All Questions except # 14, 14a & 21)  Manager (Only) (Complete All Questions except # 14, 14a & 21)  
 Controlling Person or Agent must complete #21 for a Manager. Controlling Person or Agent must complete # 21

2. Name: OLMEDO YOLANDA R ROSE Date of Birth: [REDACTED]  
 Last First Middle (NOT a Public Record)

3. Social Security Number: [REDACTED] Drivers License: [REDACTED] State: ARIZONA

4. Place of Birth: ROSARITO BAJA CALIFORNIA MEXICO Height: 5.3 Weight: 130 Eyes: Green Hair: BLACK  
 City State Country (not county)

5. Marital Status  Single  Married  Divorced  Widowed Daytime Contact Phone: 928-451-9321

6. Name of Current or Most Recent Spouse: OLMEDO APOLINAR Date of Birth: [REDACTED]  
 (List all for last 5 years - Use additional sheet if necessary) Last First Middle Maiden (NOT a public record)

7. You are a bona fide resident of what state? ARIZONA If Arizona, date of residency: 07/12/2005

8. Telephone number to contact you during business hours for any questions regarding this document. 928-451-9321

9. If you have been an Arizona resident for less than three (3) months, submit a copy of your Arizona driver's license or voter registration card

10. Name of Licensed Premises: CASA DE LAS MARGARITAS Premises Phone: 928-567-2435

11. Physical Location of Licensed Premises Address: 77 GENERAL CROOK TRAIL CAMP VERDE AZ 86322  
 Street Address (Do not use PO Box #) City County Zip

12. List your employment or type of business during the past five (5) years. If unemployed part of the time, list those dates. List most recent 1st.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
07/2011	CURRENT	OWNER	Casa de las Margaritas/ 77General Crook, Camp Verde, AZ 86322
04/2006	07/2011	WAITRESS	Margaritas Grill. LLC/ 77General Crook, Camp Verde, AZ 86322

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

13. Indicate your residence address for the last five (5) years:

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENCE Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
04/2006	CURRENT	OWN	1240 E. CRESTVIEW DR.	Cottonwood	AZ	86326

If you checked the Manager box on the front of this form skip to # 15

- 14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?  
If you answered YES, how many hrs/day? 9 HRS, and answer #14a below. If NO, skip to #15.  YES  NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)  
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.  YES  NO
- 15. Have you been detained, cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years (include only traffic violations that were alcohol and/or drug related)?  YES  NO
- 16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved?  YES  NO
- 17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state?  YES  NO
- 18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation?  YES  NO
- 19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, director or manager on any other liquor license in this or any other state?  YES  NO

If any answer to Questions 15 through 19 is "YES" YOU MUST attach a signed statement. Give complete details including dates, agencies involved, and dispositions.  
**SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED**

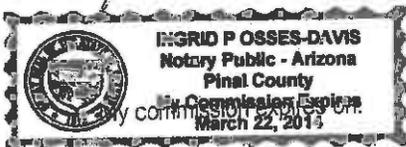
20. I, YOLANDA OLMEDO, hereby declare that I am the APPLICANT/REPRESENTATIVE  
(print full name of Applicant)  
 filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x *YOLANDA OLMEDO*  
(Signature of Applicant)

State of ARIZONA County of YAVAPAI

The foregoing instrument was acknowledged before me this  
9 day of AUGUST 2011  
Month Year

*[Signature]*  
(Signature of NOTARY PUBLIC)



03 / 22 / 2014  
Day Month Year

**COMPLETE THIS SECTION ONLY IF YOU ARE A CONTROLLING PERSON OR AGENT APPROVING A MANAGER'S APPLICATION**

21. The applicant hereby authorizes the person named on this questionnaire to act as manager for the named liquor license  
 The manager named must be at least 21 years of age.

State of \_\_\_\_\_ County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this

\_\_\_\_\_ day of \_\_\_\_\_ Month Year

x \_\_\_\_\_  
 Signature of Controlling Person or Agent (circle one)

\_\_\_\_\_  
(Signature of NOTARY PUBLIC)

\_\_\_\_\_  
 Print Name

My commission expires on: \_\_\_\_\_  
Day Month Year

'11 SEP 26 10:40 AM

August 8, 2011

To whom it might concern:

My name is Yolanda Rocio Olmedo, I was a member on the Liquor License #12133458 of the Las Margaritas Grill II located at 1955 E. Cornville Dr., Rimrock, AZ 86335. I worked there as a waitress from April 2006 until July 2011.

Yolanda Olmedo

11 SEP 26 11:47 AM 4 140



ARIZONA STATEMENT OF CITIZENSHIP AND ALIEN STATUS FOR STATE PUBLIC BENEFITS Professional License and Commercial License Department of Liquor Licenses and Control

Liquor License #: 12133501

Ownership Name: Casa De Las Margaritas LLC (as listed on the current liquor license application or renewal application)

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrants, and certain aliens paroled into the United States are eligible to receive state or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 1-501 requires, in general, that a person applying for a license must submit documentation to the licensing agency that satisfactorily demonstrates that the applicant is lawfully present in the United States.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III. Submit this completed form and copy of one or more documents that evidence your citizenship or alien status with your application for license or renewal.

SECTION I - APPLICANT INFORMATION

APPLICANT'S NAME (Print or type) YOLANDA ROSA-OLMEDO DATE 09/22/2011

TYPE OF APPLICATION (check one) [X] INITIAL APPLICATION [ ] RENEWAL

TYPE OF LICENSE 12-RESTAURANT

SECTION II - CITIZENSHIP OR NATIONAL STATUS DECLARATION

Directions: Attach a legible copy of the front, and the back (if any), of a document from the attached List A or other document that demonstrates U.S. citizenship or nationality. Name of document provided: Resident Card

- A. Are you a citizen or national of the United States? (check one) [ ] Yes [X] No
B. If the answer is "Yes," where were you born? List city, state (or equivalent), and country.
City State (or equivalent) Country or Territory

If you are a citizen or national of the United States, go to Section IV. If you are not a citizen or national of the United States, please complete Sections III and IV.

**SECTION III — ALIEN STATUS DECLARATION**

**Directions:** To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of the front, and the back (if any), of a document from the attached List B or other document that evidences your status. A.R.S. § 1-501. Name of document provided: PERMANENT RESIDENT CARD

**“Qualified Alien” Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))**

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA).
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban and Haitian entrant (as defined in section 501(e) of the Refugee Education Assistance Act of 1980).
- 8. An alien who is, or whose child or child’s parent is a “battered alien” or an alien subjected to extreme cruelty in the United States.

**Nonimmigrant Status (8 U.S.C. § 1621(a)(2))**

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. § 1101 et seq.] Nonimmigrants are persons who have temporary status for a specific purpose. See 8 U.S.C. § 1101(a)(15).

**Alien Paroled into the United States For Less Than One Year (8 U.S.C. § 1621(a)(3))**

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

**Other Persons (8 U.S.C. § 1621(c)(2)(A) and (C))**

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];
- 13. A foreign national not physically present in the United States.

**Otherwise Lawfully Present (A.R.S. § 1-501)**

- 14. A person not described in categories 1–13 who is otherwise lawfully present in the United States. PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

**SECTION IV — DECLARATION**

All applicants must complete this section. I declare under penalty of perjury under the laws of the state of Arizona that the answers I have given are true and correct to the best of my knowledge.

  
APPLICANT'S SIGNATURE

09/22/2011

\_\_\_\_\_  
TODAY'S DATE



STATE OF ARIZONA

DEPARTMENT OF LIQUOR LICENSES  
AND CONTROL  
ALCOHOLIC BEVERAGE LICENSE

License 12133348

Issue Date: 1/3/2007

Issued To:  
APOLINAR OLMEDO VASQUEZ, Agent  
LAS MARGARITAS GRILL LLC, Owner

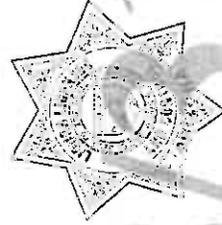
Location:  
LAS MARGARITAS GRILL  
77 GENERAL CROOK TRAIL  
CAMP VERDE, AZ 86322

Expiration Date: 8/31/2012

Restaurant

Mailing Address:

APOLINAR OLMEDO VASQUEZ  
LAS MARGARITAS GRILL LLC  
LAS MARGARITAS GRILL  
77 GENERAL CROOK TRAIL  
CAMPVERDE, AZ 86322



EXP 8/31/2012

POST THIS LICENSE IN A CONSPICUOUS PLACE



Town of Camp Verde

**Agenda Item Submission Form – Section I**

**Meeting Date:** November 2, 2011

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

**Requesting Department:**

**Staff Resource/Contact Person:**

**Agenda Title (be exact):** Presentation and possible discussion of the quarterly report from Fort Verde State Historic Park.

**List Attached Documents:** Quarterly Report from Fort Verde State Historic Park

**Estimated Presentation Time:** 5 Minutes

**Estimated Discussion Time:** 5 Minutes

**Reviews Completed by:**

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

Finance Department N/A

**Fiscal Impact:** N/A

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

**Comments:**

**Background Information:** Fort Verde State Historic Park was overlooked for the normal Council hearing on October 19, 2011

**Recommended Action (Motion):** No action necessary

**Instructions to the Clerk:** N/A

# FORT VERDE STATE HISTORIC PARK

(Quarterly Report FY 12 – July- September 2011)

## VOLUNTEERS:

This past quarter we hosted another volunteer recruitment as our numbers have dropped from what they were the previous year, which is typical of most volunteer programs. During this period, the Town of Camp Verde renegotiated the IGA with Arizona State Parks to keep Fort Verde open to the public another year. With the support from the Town of Camp Verde and our dedicated volunteers, we have kept Fort Verde open to the public and have accomplished numerous tasks, such as completing maintenance projects, and implementation of special events and activities for all to enjoy. We are grateful for all the volunteers who work behind the scenes and for those who work are in direct contact with our customers. You are making a difference!

## SPECIAL EVENTS:

### Corn Fest – July 16, 2011

The annual Corn Fest event was Camp Verde Promotions put on host. While a majority of the activities were held on the Town soccer field, Fort Verde hosted a double header Vintage Baseball game, along with reenactors dressed in period clothing to provide guided tours to our customers. Vintage Baseball is becoming a hit at Fort Verde, as we are trying to establish a Northern Arizona Vintage Baseball League. Other Northern AZ towns/cities that currently have teams include Payson, Flagstaff and Williams. This event helped to boost revenue and attendance for the weekend:

Attendance: 78 Adults/ 12 youth/ 42 volunteers /Revenue: \$345.87 (include pubs /gift shop revenue)



We are grateful to our returning baseball players both from the Phoenix area and right here in Camp Verde, as they are helping to keep the tradition of Vintage Baseball and the Fort Verde Excelsiors alive!



## National Night Out - Tuesday, August 2, 2011



As a community, we celebrated National Night Out, hosted by our local Marshal's office. While most activities were held on the Town's Soccer field, while Fort Verde hosted an open house as part of the National Night Out celebration. Residents enjoyed the free meal provide and toured through the Museum building and historic homes along Officer's Row. Approximately 61 residents attended our open house. We again thank our volunteers for dressing in period clothing and providing living history presentations.



## Colonel's Daughter, September 25, 2011

A Camp Verde tradition ... the Colonels' Daughter Contest, hosted by the Camp Verde Cavalry. The young ladies worked hard in preparation for this contest. Over 95 residents showed their community support and residents attended this successful event.





## **MAINTENANCE PROJECTS:**

During this past quarter our volunteers focused on painting the exterior of the buildings, repairing broken shutters, and replacing fascia boards that were rotting out due to the weathering process over the years. A volunteer crew consisting of George Dvorak, Jim Worthington, Kevin Daley worked primarily on the painting project during this quarter. The fresh coat of paint, along with the new rooftops, makes the buildings look vibrant and inviting!



Other projects that we are catching up on include replacing broken windowpanes, planting the winter garden in the demonstration garden, and maintaining the buildings themselves. We recently discovered that the administration building has termites that we have to get treated ASAP.

It's a never-ending list and we wouldn't be able to do it without the help of our volunteer maintenance Coordinator George Dvorak who has been instrumental in making the badly needed repairs to these homes.

**FUTURE PROJECTS:** Replace broken windows throughout the park, repair of the Indian Scout Video interpretative display, continue painting the interior and exterior of historic homes and structures, renovate two additional rooms in the Surgeon's Quarters, repair of the adobe wall on the Administration building, repair plaster ceiling in Kid's Room of COQ, and other projects.

## **ADDITIONAL INFORMATION:**

- Volunteers assisted with the Town of Camp Verde' Volunteer Fair on September 15<sup>th</sup> and we also had volunteers work the "Best Fest" volunteer event held in Prescott the weekend of September 16-18<sup>th</sup>. We are preparing for upcoming events: Tom Sawyer Days (volunteer fence painting project), Flag Retirement ceremony and Victorian Christmas events
- In September we were able to hire two part-time rangers to fill the existing part-time ranger vacancy. We are fortunate that both rangers are willing to split the 32-hour part-time position (16 hrs/week). This provides us with the stability of having staff available when needed, as we are short-handed.

## REVENUE & ATTENDANCE

- Arizona State Parks began distributing a coupon to our Northern Region Parks (Fort Verde, Jerome, Dead Horse Ranch and Red Rock State Parks), which provides customers with a discount of \$1.00 per adult in their group (with a maximum discount of up to \$4.00 per group). For this reason, we have an increase in our attendance, which may not be reflected in the revenue.
- Comparison from last year's stats is as follows:

### July 2010:

Attendance: 719  
Revenue: \$2469.00  
Publications/Gift Shop Revenue: \$951.36  
Volunteer Hours: 602

### July 2011:

Attendance: 984  
Revenue: \$ 3056.00  
Publications/Gift Shop Revenue: \$1171.70  
Volunteer Hours: 189.5

### August 2010

Attendance: 751  
Revenue: \$ 2503.02  
Publications/Gift Shop Revenue: \$1052.12  
Volunteer Hours: 495

### August 2011:

Attendance: 495  
Revenue: \$ 1736.00  
Publications/Gift Shop Revenue: \$762.92  
Volunteer Hours: 338.5

### September 2010:

Attendance: 861  
Revenue: \$1072.34  
Publications/Gift Shop Revenue: \$1072.34  
Volunteer Hours: 357

### September 2011:

Attendance: 857  
Revenue: \$2558  
Publications/Gift Shop Revenue: \$820.53  
Volunteer Hours: 281.5

### Comments from Fort Verde State Park Staff:

*"The Park Manager would like to thank Town staff for their continued efforts coordinating the volunteer program and supporting Fort Verde. We would like to thank our partners, the volunteers who continue to help keep Fort Verde open, and the re-enactors who travel from near and afar to conduct presentations to draw visitors to Fort Verde and those who remain behind the scene....*

*We are ever grateful.*



Town of Camp Verde

**Exhibit A - Agenda Item Submission Form – Section I**

**Meeting Date: November 2, 2011**

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

**Requesting Department: Town Manager**

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

**Agenda Title (be exact): Request for direction to proceed with CIP Planning Process**

**List Attached Documents: Memo from Melissa Preston, dated September 28, 2011**

**Estimated Presentation Time: 5 minutes**

**Estimated Discussion Time: 10 minutes**

**Reviews Completed by:**

Department Head: Melissa Preston       Town Attorney Comments:

Finance Department

**Fiscal Impact:**

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

**Comments:**

**Background Information:** Staff requested direction from Council on September 28, 2011 with a date of October 20, 2011 set for responses in order to complete the process in a timely manner in coordination with the 2012-13 Budget Planning Process. Thus far, two Councilors have responded with suggested committee members' names, once Councilor suggested a pre-review of the CIP documents before deciding on the process, and one Councilor suggested a survey tool is used to gain citizen input. Staff needs clear direction to proceed with the process.

**Recommended Action (Motion):** Staff preference is to conduct a survey to gain citizen input. This will save the Town money and prevent the process from running concurrently with the 2012-13 Budget Planning Process putting an undue burden on the Council.

**Instructions to the Clerk:**

# Memo

To: Mayor and Town Council  
From: Mel Preston, Special Projects Administrator  
Date: September 28, 2011  
Re: CIP Citizen Planning Committee

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Department heads have been asked to send me information on Capital Improvement Projects they would like to see accomplished within the next 5 years. The next phase of this process is to obtain the detail on the projects; specific requirements and dollar amounts associated with each. I have sent templates for the projects and will be compiling the information over the next month.

The CIP is the backbone for ongoing projects and financial planning and reaching agreement on priorities is a monumental task. It is why we hope for citizen input via a Committee or at minimum, a survey, to help you decide how to plan for and spend tax payer dollars. Ideally, each of you will identify two constituents, with one backup in mind, should one of the two become unable to participate.

While staff works on the project templates, I am asking each Council member to consider options whereby citizen input is obtained. **Please review the following and communicate your preference to me by October 14. If you choose options 1 or 2, I will need the names of your appointees/volunteers no later than October 20.**

1. Each Council member may appoint 2-3 citizens who are willing to serve on our CIP Committee. The Committee will be given project information, and asked to meet 4-5 times to discuss the projects with staff and prioritize them. The final task will be to discuss how the projects will be funded (financing, sale of property, tax increase, use of reserve funds, etc.). Council appointment will require formal agendas and minutes, and discussion of items not on the agenda will not be allowed. This option provides a strong record of the process. Staff time and resources will be needed to complete this process according to open meeting laws.
2. Each Council may recommend 2-3 citizens who are willing to volunteer on our CIP Committee. The Committee will be given project information, and asked to meet 4-5 times to discuss the projects with staff and prioritize them. The final task will be to discuss how the projects will be funded (financing, sale of property, tax increase, use of reserve funds, etc.). The Committee will operate under the direction of Town Manager wherein formal agendas and minutes are not required. Because the discussion is not limited by specific items listed on an agenda, this option will not result in detailed minutes. However, open and spontaneous discussion may foster an environment that is more conducive to the development of new ideas, approaches, collaboration and ownership.

3. A public survey tool will be utilized to gain insight into citizen priorities and consideration of funding. This data will be used to determine which projects will be brought forward to Council and how the projects should be funded.

Please note that for options 1 and 2, the following guidelines would be used:

From a public perception stand point, none of your family members should be appointed to the Committee. This ensures a fair representation of your constituents without compromising your position, and an opportunity for you to identify civic-minded individuals that will be willing to commit to 2-3 meetings over several evenings.

When considering appointing committee members via appointment or by volunteer, please be sure to communicate that 4-5 meetings will be held on Tuesday evenings, from 5 – 8 p.m. in the Town Hall Complex. Please identify and obtain commitment from your 2-3 selections, and let me know the names and contact information of those citizens identified by Thursday, October 20.

If option 1 or 2 is used, the first meeting will be held Tuesday, November 8, and I will have completed project templates to you by Thursday October 27 so your constituents can begin consideration of the projects. The remaining meetings will be held Tuesday, November 15, 29, December 6 and December 13 if needed. After the meetings, the draft will be brought to Council, and the public will have the opportunity to comment.

Below is a tentative calendar for this project if Options 1 or 2 are chosen:

<u>Deadline</u>	<u>Task</u>
October 20, 2011	Council identifies 2-3 Committee Members (volunteer or appointed)
October 27, 2011	Completed project templates will be sent to Committee
November 8, 2011	First CIP meeting: Staff will present project requests and subgroups will be identified. A committee chair/representative will be selected to bring recommendations to Council
November 15, 2011	Second CIP meeting: Subgroups will discuss projects and funding options
November 29, 2011	Third CIP meeting: Subgroups will discuss projects and funding options and finalize priorities
December 6, 2011	Fourth CIP meeting (if needed): Subgroups will discuss projects and funding options and finalize priorities
January 4, 2012	Committee chair/representative presents recommendations to Council
February 1, 2012	Draft CIP placed on Council agenda for Council approval



**Exhibit A - Agenda Item Submission Form - Section I**

**Meeting Date: November 2, 2011**

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

**Requesting Department: Town Manager**

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

**Agenda Title (be exact): Approve attached notice to not renew the Agreement for Contracted Services between the Town of Camp Verde and the Camp Verde Chamber of Commerce per direction from 10/19/11 Council Meeting.**

**List Attached Documents: Actions Taken from 10/19/11 Council Meeting, Agreement for Contracted Services between the Town of Camp Verde and the Camp Verde Chamber of Commerce, Letter of Intent, 10/19/11 Agenda Submission Report**

**Estimated Presentation Time: 5 minutes**

**Estimated Discussion Time: 10 minutes**

**Reviews Completed by:**

Department Head: Melissa Preston       Town Attorney Comments:

Finance Department

**Fiscal Impact:**

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

**Comments:**

**Background Information: Official notification should be given to the Camp Verde Chamber of Commerce relative to the Visitor Center to terminate the Agreement for Contracted Services on June 30, 2011.**

**Recommended Action (Motion): Approve attached notice to not renew the Agreement for Contracted Services between the Town of Camp Verde and the Camp Verde Chamber of Commerce per direction from 10/19/11 Council Meeting.**

**Instructions to the Clerk: If document is approved, please mail letter to the Chamber of Commerce.**



# Town of Camp Verde

## Gateway to the Verde Valley

◆ 473 S. Main Street, Suite 102 ◆ Camp Verde, Arizona 86322 ◆

◆ Telephone: 928.567.6631 ◆ Fax: 928.567.9061 ◆

◆ [www.campverde.az.gov](http://www.campverde.az.gov) ◆

November 2, 2011

Dave Freeman, Chair  
Camp Verde Chamber of Commerce  
385 South Main Street  
Camp Verde, Arizona 86322

RE: Notice of intent to not renew Lease Agreement between the Town of Camp Verde and the Camp Verde Chamber of Commerce

Dear Mr. Freeman:

The Lease Agreement dated June 22, 2011, stipulates that an 18-month cancellation notice to the Chamber is required, however, the Chamber has the option of continuing to offer Visitor Center Services at outlined under Sections 1a of the Lease Agreement until the 18-month period ends, May 2, 2013. Should the Chamber decide not to continue to provide the services beyond June 30, 2012 as outlined, the lease will automatically terminate and the Town will work with you to transition out of the facility as soon as possible.

The Town would appreciate written notice as to the Chamber's intent to either continue offering Visitor Center Services until the 18-month period ends as outlined in the Agreement, or provide a specific date as to when the Chamber intends to cease services and vacate the facility.

Should you have any questions or concerns relative to this letter, please contact Russ Martin at (928) 567-6631 extension 102 or via email at [Russ.Martin@campverde.az.gov](mailto:Russ.Martin@campverde.az.gov).

Sincerely,

Bob Burnside,  
Mayor



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



Code Chapter 12, Article 12-3, Parking, Section 3-4, Authority to Erect Signs; **with Burnside opposed.**

Councilor German requested the following item:

11. **Request for Council direction as to whether or not to prepare and amend the current budget to reallocate funds from the Chamber of Commerce Visitor Center Agreement to the General Fund to be used for economic development activities, such as placing the operation of the Visitor Center Services, marketing, and promotion under the direction of the Town.**

On a motion by **Whatley**, seconded by **Burnside**, the Council **voted 3-4** for Option 1, to continue with the current Visitor Services Center and Lease Agreements; however, the Town and Chamber of Commerce would work more closely to develop and enhance the Chamber's marketing efforts; the Town would be more involved in the Chamber's marketing and planning campaigns and how the Town's funds are spent on these efforts; **with Kovacovich, Baker, Buchanan and German opposed.**

On a motion by **Baker**, seconded by **German**, the Council **voted 5-2** to direct staff to pursue Option 4, which would allow the longest period of time for both entities to transition successfully; **with Burnside and Whatley opposed.**

On a motion by **German**, seconded by **Kovacovich**, the Council **voted 5-2** to amend the last motion to include Work Session with the Chamber; **with Burnside and Whatley opposed.**

#### **PUBLIC INPUT**

(Comments from the following individuals are summarized in the Minutes.)

**Dave Freeman**  
**Cindy Walker**  
**Roy Birnbaum**  
**Nancy Floyd**  
**Linda Buchanan**  
**Kyle French**  
**Ramona Aldridge**  
**Gary Thompson**  
**Ashton Powell**

There was no further public input.

**A recess was called at 7:59 p.m.; the meeting was called back to order at 8:07 p.m.**

Councilor George requested the following:

12. **Discussion, consideration, and possible authorization to place the Verde River Basin Partnership back into the Council Committee Assignments, and if approved, possible appointment of a Council member to serve on the committee. Councilor George has volunteered to serve as the representative for the Town in this organization.**  
On a motion by **Buchanan**, seconded by **German**, the Council unanimously approved authorization to place the Verde River Basin Partnership back into the Council Committee Assignments, and appoint Bruce George to serve on the Verde River Basin Partnership committee through May 2012.

13. **Call to the Public for items not on the agenda.**  
(Comments from the following individuals are summarized in the Minutes.)  
**Ramona Aldridge**  
**Sheifa Stubler**

There was no further public input.

14. **Manager/Staff Report**  
Martin said he wanted to update the Council on the ongoing Redistricting saga with the State, and that he had some

**Agreement for Contracted Services**  
**Between**  
**The Town of Camp Verde**  
**and the**  
**Camp Verde Chamber of Commerce**

This Agreement is entered into this 22nd day of June, 2011 by and between the CHAMBER of Commerce, a non-profit corporation, hereinafter referred to as "CHAMBER" and the Town of Camp Verde, an Arizona municipal corporation, hereinafter referred to as "TOWN." This Agreement is awarded pursuant to Procurement #11-093.

**WHEREAS**, pursuant to A.R.S,§ 9-500.11, the TOWN desires to appropriate funds to enhance tourism by promoting Camp Verde as a destination and by assisting visitors to Camp Verde and Camp Verde residents with information and facilities which improve the quality of their experience when in Camp Verde; and

**WHEREAS**, the TOWN receives a significant portion of its tax revenue from tourist spending in the community and sales tax revenue from businesses; and

**WHEREAS**, the TOWN desires to maintain a strong and vital local economy and to require certain minimum levels of staffing at the Visitor Center located in Town to promote Camp Verde and in order to assist in the retention of existing businesses, the attraction of new businesses, and tourism that are deemed desirable; and

**WHEREAS**, the CHAMBER is qualified and has the expertise, organization to provide visitor services, and promote Camp Verde, and such efforts will generate tax revenue to assist the TOWN in providing facilities and services to all residents of Camp Verde; and

**PURPOSE OF THE AGREEMENT**

TOWN hereby retains the CHAMBER to promote, develop and enhance tourism for the TOWN and its surrounding areas, and to render specific professional and technical services to the TOWN. It is understood and agreed that the CHAMBER, while retained under this Agreement, will also be rendering other services to its members.

**NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS OF THE PARTIES, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

1. **Visitor Center:** Annually the TOWN may allocate funding for the purposes of staffing and operating a Visitor Center. The TOWN agrees to make payment to the CHAMBER following quarterly reports generally in four (4) installments on July 1; October 1, January 1, and April 1, of each fiscal year. Allocations are made from the TOWN.
  - a. In exchange of this value the CHAMBER agrees to spend the amount allocated to maintain and staff the TOWN's Visitor Center within TOWN for such purposes only. The CHAMBER will ensure The Visitor Center will abide by the criteria set forth by the Arizona Office of Tourism to be a state designated LVIC (Local Visitor Information

Center). The Visitor Center will be open to the public during weekdays and weekends to answer all correspondence, telephone or walk-in inquiries for general information relating to Camp Verde. The Visitor Center will be open no less than 44 hours per week, except on weeks which include Christmas, Thanksgiving, or the New Year's holiday.

This shall cover costs such as:

- i. Utilities
- ii. Telephone
- iii. Insurance
- iv. Wages and Benefits for paid visitor center staff
- v. Supplies and Copier
- vi. Postage, mailing costs, freight

2. **Promotion/Marketing:** Annually the TOWN may allocate for tourism in promoting and marketing Camp Verde as a destination. The TOWN agrees to make payment to the CHAMBER following quarterly reports in four (4) installments on July 1; October 1, January 1, and April 1, of each fiscal year allocations are made from the TOWN.
  - a. In exchange of this value the CHAMBER agrees to spend the allocation of the funds received from the TOWN for the following purposes related to marketing activities:
    - i. Website maintenance
    - ii. Website hosting fees
    - iii. Website promotion campaigns
    - iv. PR/Media
    - v. Print advertising campaigns
    - vi. Attend Annual Governor's Conference on Tourism
    - vii. Participation in Sedona Verde Valley Tourism Council (SVVTC)
  - b. The CHAMBER agrees that all printed materials created and distributed by the CHAMBER with funds from the TOWN contain a statement recognizing and acknowledging that funding has been provided by the TOWN for such documents.
3. **Reporting:** The CHAMBER will provide quarterly presentations to the Town Council that minimally include:
  - a. Number of visitors to the Visitor Center broken down by home location.
  - b. Hours to include paid and volunteer staff hours
  - c. Estimated revenue generated from visitors to the community
4. **Coordination:** The TOWN Council Liaison to the CHAMBER and the Town Manager will meet periodically, but not less than quarterly, with the CHAMBER to discuss the coordination between the TOWN and the CHAMBER on items of mutual interest that promotes tourism and provides visitor information.
5. **Annual Financial Audit:** The CHAMBER agrees to provide the TOWN with a copy of its annual financial audit.
6. **Termination:** If and in the event that a dispute between the parties arises as to the service to be provided under this Agreement, then the TOWN and the CHAMBER shall attempt to resolve said dispute. This Agreement is entered into in the State of Arizona and shall be construed and interpreted under the laws of the State of Arizona including, without limitation, the provisions of A.R.S. § 38-511.

7. **Term:** This Agreement will be in force from July 1, 2011. The TOWN will provide use of the Visitor Center to the CHAMBER under the terms and conditions as exist under the current lease. This agreement shall end if no funding is allocated from the TOWN or 12 month written notice given by either party.

8. **Town Duties:**

- a. At the request of the CHAMBER, the TOWN shall disclose to the CHAMBER any information that pertains to the business community that may be legally released; provided that the TOWN shall have no obligation to incur any cost outside the ordinary course of business.
- b. TOWN shall make available TOWN facilities as it deems necessary to accommodate activities associated with CHAMBER business.
- c. TOWN shall endeavor to work with the CHAMBER on a Business Recruitment Program and an Economic Development Program.

9. **Independent Contractor:**

- a. The parties agree that the CHAMBER provides specialized services and that the CHAMBER enters this Agreement with the TOWN as an independent contractor. Nothing in this contract shall be construed to constitute the CHAMBER, nor any of its personnel, volunteers, or directors, as agents, employees, or representatives of the Town of Camp Verde.
- b. As an independent contractor, the CHAMBER is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages, which may arise during the operation of this Agreement.

10. **Insurance, Liability and Indemnity:** The CHAMBER agrees to procure and maintain at its sole expense insurance adequate to meet TOWN Policies currently requiring:

- a. Certificate of Insurance for a General Liability Insurance Policy against claims for bodily injury, death and property damage with limits of at least:
  - 1. Each Occurrence .....\$1,000,000
  - 2. General Aggregate.....\$2,000,000
- b. In addition, the Certificate of Insurance must name the Town of Camp Verde, Arizona as an Additional Insured in connection with the facilities as provided herein and must briefly describe the services being performed, e.g. Lease of TOWN Facilities.
- c. Certificate of Insurance for Workers' Compensation Insurance Policy (Statutory).
- d. All Certificate(s) of Insurance referenced above and completed (signed by all pertinent parties) Services and Lease Agreement as provided herein shall be delivered simultaneously to the TOWN. Upon the TOWN's receipt of both the aforementioned documents the Agreement will be considered fully executed.
- e. CHAMBER liability under this Agreement is not in any way limited by the insurance required by this Agreement.
- f. CHAMBER shall keep said policies in force for the duration of the Agreement and for any possible extension thereof.

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11. **Indemnification:** CHAMBER assumes and agrees to hold harmless, indemnify and defend the TOWN, its officers, agents and representatives from and against all losses, claims, demands, payments, suits, actions, recoveries, judgments and all liability of every kind, nature, and description for injury to persons including wrongful death, or damage to property or both occurring during, or in consequence, of the performance or failure to perform by CHAMBER. The TOWN assumes no liability, obligation or responsibility of any nature whatsoever, in connection with this Agreement except for payment of fees as stated or referred to herein.

12. **Subcontracting:** It is understood and agreed that the CHAMBER is free to contract with other parties or to otherwise provide additional services.

13. **Immigration Law Compliance:**

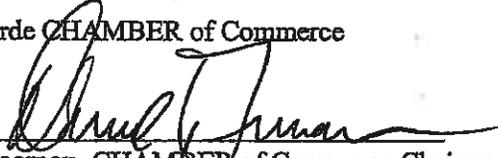
- a. Under the provisions of A.R.S. § 41-4401, the CHAMBER hereby warrants to the TOWN that the CHAMBER and each of its subcontractors (if any) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulation that relate to their employees and A.R.S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty").
- b. A breach of the Contractor Immigration Warranty shall constitute a material breach of this contract and shall subject the CHAMBER to penalties up to and including termination of this contract at the sole discretion of the TOWN.
- c. The TOWN retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this contract to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. The TOWN agrees to assist the TOWN in regard to any such inspections.
- d. The TOWN may, at its sole discretion, conduct random verification of the employment records of the CHAMBER and any subcontractors to ensure compliance with Contractor's Immigration Warranty. The CHAMBER agrees to assist the TOWN in regard to any random verifications performed.
- e. Neither the CHAMBER nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the CHAMBER or any subcontractor establishes that it has complied with the employment verification provision prescribed by sections 274A ad 274B of the Federal Immigration and nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.
- f. The foregoing provisions of subparagraphs a-e of this article must be included in any contract that the CHAMBER enters into with any and all its subcontractors who provide service under this contract or any subcontract.

APPROVAL AND EXECUTION BY CHAMBER

---

PASSED AND APPROVED BY CHAMBER OF COMMERCE ON THE 22nd day of June, 2011.

Camp Verde CHAMBER of Commerce

By:   
Dave Freeman, CHAMBER of Commerce Chairman

ATTEST:

Camp Verde CHAMBER of Commerce

By:   
Print Name: Trace Schimikowsky

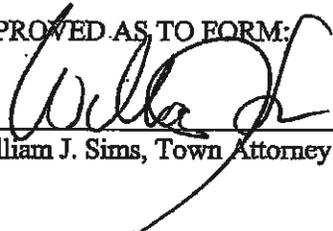
APPROVAL AND EXECUTION BY TOWN

IN WITNESS WHEREOF to be executed by their duly authorized officials on June 22, 2011

  
Bob Burnside, Mayor 6.22.2011

Attest:   
Debbie Barber, Town Clerk

APPROVED AS TO FORM:

  
William J. Sims, Town Attorney

11



Town of Camp Verde

**Agenda Item Submission Form - Section I**

Meeting Date: October 19, 2011

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

Requesting Department: Councilor Carol German

Staff Resource/Contact Person: Russ Martin

**Agenda Title (be exact):** Request for Council direction as to whether or not to prepare and amend the current budget to reallocate funds from the Chamber of Commerce Visitor Center Agreement to the General Fund to be used for economic development activities, such as placing the operation of the Visitor Center Services, marketing, and promotion under the direction of the Town.

**List Attached Documents:**

1. Visitor Center and Marketing Services Agreement
2. Visitor Center Lease Agreement
3. Minutes to joint meetings held in 2010 and 2011

**Estimated Presentation Time: 10 Min**

**Estimated Discussion Time: 20 Min**

**Reviews Completed by: Russ Martin**

Department Head:       Town Attorney Comments:

Finance Review:  Budgeted     Unbudgeted     N/A

Finance Director Comments/Fund:

**Fiscal Impact:**

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

**Comments:**

**Background Information:** The Town entered into an agreement for contracted Visitor Center Services and a Visitor Center Lease Agreement on June 22, 2011. The Town has had a relationship with the Chamber of Commerce since 1989 whereby the Chamber of Commerce provided such services to the Town at a cost varying from year to year. The fee for fiscal year 2011/12 is \$55,000, with an additional \$25,000 fee for marketing purposes. To date, the Town has paid the Chamber of Commerce \$20,000 this fiscal year under the contract. The Chamber of Commerce uses the Town's facility for the Visitor Center at a nominal annual charge under the Lease Agreement. The Chamber of

relationship would cease effective June 30, 2012. However, due to the 18-month required cancellation notice, the Chamber of Commerce would have the option of continuing to offer Visitor Center Services at outlined under Sections 1a of the Lease Agreement until the 18-month period ended, April 30, 2013. Should the Chamber of Commerce decide not to continue to provide the services beyond January 1<sup>st</sup> as outlined, the lease would terminate and the Town would work with the Chamber of Commerce to transition it out of the facility as soon as possible.

**Comparative Analysis:**

It is important to recognize the amount of effort this relationship has taken to maintain over the years. The Chamber of Commerce has worked to keep the Visitor Services Center open seven days per week with smaller amounts of money coming in each year. Whatever direction Council provides, the Town must continue to foster a good relationship with the Chamber of Commerce with the goal of promoting and helping our businesses in the community. This will require frequent communication and enhanced working relationships.

**Fiscal Impact to the Town:**

Dependent upon the option selected, the adopted 2011/12 Budget could be amended. Any action taken is for the sake of impacting businesses positively this fiscal year and beyond.

**Other Impacts:** The relationship between the Town and the Chamber of Commerce will be strained as a result of any change implemented. It is important that adequate consideration is given to the Chamber of Commerce and its need for transitional time as a result of any of these options. The current relationship is defined as a Contractor/Contractee. It is critical to the community that the Town/Chamber of Commerce relationship is maintained in a manner that exhibits a cooperative effort and assists the business community positively.

**Conclusion:**

Staff is preparing for your direction. We anticipate much discussion on the future of the Visitor Services Center. Your direction must be clear so that the option selected shines a professional and positive light on the Town of Camp Verde and the community it represents. Both organizations desire enhanced success for our businesses. It is our hope that common goals will lead us to a better way of interacting with one another and supporting the residents of Camp Verde.

**Recommendation:** Direct staff to pursue Option 3 or 4 which would allow the longest period of time for both entities to transition successfully. Staff is willing to work with the Chamber of Commerce to make the transition occur with as little difficulty as possible.

***Statement of the Problem or Opportunity:***

The Town must make strides toward aggressively pursuing opportunities which will bring business and tourism to the Town. It appears that we may have an opportunity to work toward a different partnership in the future, not only with Fort Verde State Park, but also with the Chamber of Commerce. While changes must occur, allowing for ample planning will ensure a smoother transition.

***Alternatives/Options/Solutions:***

- Option 1  
Continue with the current Visitor Services Center and Lease Agreements. However, the Town and Chamber of Commerce would work more closely to develop and enhance the Chamber's marketing efforts. The Town would be more involved in the Chamber's marketing and planning campaigns and how the Town's funds are spent on these efforts.
  
- Option 2  
Notify the Chamber of Commerce of the Town's intent to terminate the Visitor Center Agreement, and pay the Chamber of Commerce a pro-rated portion of the second quarter \$20,000 fee based upon the date of termination (approximately less than one-third of the amount reliant upon date of notice of termination). Amend and reallocate the remaining 2011/12 budget to the Economic Development Department. The Chamber of Commerce, under the current Lease Agreement, would receive required notice of the Town's 18-month notice of intent to terminate the Agreement. If the Chamber of Commerce continued to provide Visitor Center Services as outlined in Section 1a of the Lease Agreement, the Chamber of Commerce would be allowed to continue to occupy the facility until the 18 month-period ended, April 30, 2013. Should the Chamber of Commerce decide not to continue to provide the services as outlined, the lease would terminate and the Town would work with the Chamber of Commerce to transition it out of the facility as soon as possible.
  
- Option 3  
Continue to fund the Chamber of Commerce for Visitor Center Services throughout the remainder of the calendar year, and pay the Chamber of Commerce the second-quarter \$20,000 payment for those services. Amend and reallocate the remaining 2011/12 budget to the Economic Development Department. The Chamber of Commerce, under the current Lease Agreement, would receive required notice of the Town's 18-month notice of intent to terminate the Agreement. If the Chamber of Commerce continued to provide Visitor Center Services as outlined in Section 1a of the Lease Agreement, the Chamber of Commerce would be allowed to continue to occupy the facility until the 18 month-period ended, April 30, 2013. Should the Chamber of Commerce decide not to continue to provide the services beyond January 1<sup>st</sup> as outlined, the lease would terminate and the Town would work with the Chamber of Commerce to transition it out of the facility as soon as possible.
  
- Option 4  
Continue to fund the Chamber of Commerce for Visitor Center Services throughout the remainder of the fiscal year, and pay the Chamber of Commerce the second, third, and fourth-quarter \$60,000 payment for those services. The Visitor Center Services and Lease Agreements would not be renewed and the

Commerce contributes approximately \$20,000 annually toward Visitor Center Services as well for operations and marketing.

The Chamber of Commerce has repeatedly stated that it cannot take direction from Town under the current services agreement as a contracted provider. The Town believes that marketing and cross promotion is not actively pursued by the Chamber of Commerce in its current role as contractor for the Visitor Center at a value of \$55,000. Additionally, the money provided to the Chamber of Commerce for marketing and promotion does not appear to be attracting visitors and generating revenue at a value of \$25,000. In an effort to get more for the amounts spent on these two activities it is believed these services could be better managed internally under an Economic Development Department where staff may be better equipped to aggressively seek out partnerships with neighboring organizations. Cross promotion, pursuing relocation of the Visitor Center service to a more visible location, and a tourism business incubation program are just a few of the concepts being considered if termination of this agreement is directed by Council.

The Town is not convinced that official designation by the Arizona Office of Tourism enhances the Town's ability to cross promote and partner with other Verde Valley chambers and destinations nor does it bring the Town additional tourism revenue. The official designation requires a minimum 44 hours of operation per week, among other specific requirements, and there are other more cost effective opportunities to better showcase our Town.

The Chamber of Commerce, by its very nature, represents businesses that have chosen membership with the organization, and encourages non-members to join. Since the Chamber of Commerce is unable to promote businesses that are not members, both the Town and Chamber of Commerce have difficulty explaining how \$80,000 goes towards promotional efforts that may not fairly represent all members of the business community. A conflict of interest exists which prohibits the Chamber of Commerce from fully and fairly marketing all Camp Verde businesses. This is a common problem which has occurred in many cities across the state and nation and in many cases, has resulted in the two distinctly different organizations operating independently of one another.

While the Town is appreciative of the services provided in the past, it is time to try something different to entice visitors and business and bring in desired tourism revenue and jobs. This change would allow the Chamber of Commerce to focus on its membership exclusively and not be bogged down with the responsibility of the Visitor Services Center.

**Recommended Action (Motion):** Move to direct staff to proceed with options 1, 2, 3 or 4 and prepare the necessary documents for Council approval.

**Instructions to the Clerk:** None.

#### **Agenda Item Submission Form – Section II (Staff Report)**

**Department:** Administration

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

**Contact Information:** Russ @ ext. 102; russ.martin@campverde.az.gov

**Background:**

Same as above.



Town of Camp Verde

**Exhibit A - Agenda Item Submission Form - Section I**

**Meeting Date: November 2, 2011**

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

**Requesting Department: Town Manager**

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

**Agenda Title (be exact): Approve notice to vacate document related to the Lease Agreement between the Town of Camp Verde and the Camp Verde Chamber of Commerce per direction from 10/19/11 Council Meeting.**

**List Attached Documents: Actions Taken from 10/19/11 Council Meeting, Lease Agreement between the Town of Camp Verde and the Camp Verde Chamber of Commerce.**

**Estimated Presentation Time: 5 minutes**

**Estimated Discussion Time: 10 minutes**

**Reviews Completed by:**

Department Head: Melissa Preston       Town Attorney Comments:

Finance Department

**Fiscal Impact:**

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

**Comments:**

**Background Information: Official 18-month advance notice must be given to the Camp Verde Chamber of Commerce in order for the Chamber to determine if it will continue to operate as a Visitor Center or to quit services as of June 30, 2012 once the contracted services agreement ends. Regardless, the 18-month notice would take effect once the notice is approved by Council. At most, the Chamber would continue to occupy the facility until May 2, 2013; unless another agreement is reached prior to that date.**

**Recommended Action (Motion): Approve notice to vacate document related to the Lease Agreement between the Town of Camp Verde and the Camp Verde Chamber of Commerce per direction from 10/19/11 Council Meeting.**

**Instructions to the Clerk: If document is approved, please mail letter to the Chamber of Commerce.**



# Town of Camp Verde

## Gateway to the Verde Valley

◆ 473 S. Main Street, Suite 102 ◆ Camp Verde, Arizona 86322 ◆

◆ Telephone: 928.567.6631 ◆ Fax: 928.567.9061 ◆

◆ [www.campverde.az.gov](http://www.campverde.az.gov) ◆

November 2, 2011

Dave Freeman, Chair  
Camp Verde Chamber of Commerce  
385 South Main Street  
Camp Verde, Arizona 86322

RE: Notice of intent to not renew Agreement for Contracted Services between the Town of Camp Verde and the Camp Verde Chamber of Commerce

Dear Mr. Freeman:

Per Council direction on October 26, 2011, the Town will not be renewing the current Services Agreement with you for the operation of the Visitor Center moving ahead into fiscal year 2013. The Agreement, as written, expires on June 30, 2012. The Town wishes to provide ample notice to allow both parties to plan for a change.

Should you have any questions or concerns relative to this letter, please contact Russ Martin at (928) 567-6631 extension 102 or via email at [Russ.Martin@campverde.az.gov](mailto:Russ.Martin@campverde.az.gov).

Sincerely,

Bob Burnside,  
Mayor



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



Code Chapter 12, Article 12-3, Parking, Section 3-4, Authority to Erect Signs; **with Burnside opposed.**

Councilor German requested the following item:

11. **Request for Council direction as to whether or not to prepare and amend the current budget to reallocate funds from the Chamber of Commerce Visitor Center Agreement to the General Fund to be used for economic development activities, such as placing the operation of the Visitor Center Services, marketing, and promotion under the direction of the Town.**

On a motion by **Whatley**, seconded by **Burnside**, the Council **voted 3-4** for Option 1, to continue with the current Visitor Services Center and Lease Agreements; however, the Town and Chamber of Commerce would work more closely to develop and enhance the Chamber's marketing efforts; the Town would be more involved in the Chamber's marketing and planning campaigns and how the Town's funds are spent on these efforts; **with Kovacovich, Baker, Buchanan and German opposed.**

On a motion by **Baker**, seconded by **German**, the Council **voted 5-2** to direct staff to pursue Option 4, which would allow the longest period of time for both entities to transition successfully; **with Burnside and Whatley opposed.**

On a motion by **German**, seconded by **Kovacovich**, the Council **voted 5-2** to amend the last motion to include Work Session with the Chamber; **with Burnside and Whatley opposed.**

#### **PUBLIC INPUT**

(Comments from the following individuals are summarized in the Minutes.)

**Dave Freeman**  
**Cindy Walker**  
**Roy Birnbaum**  
**Nancy Floyd**  
**Linda Buchanan**  
**Kyle French**  
**Ramona Aldridge**  
**Gary Thompson**  
**Ashton Powell**

There was no further public input.

**A recess was called at 7:59 p.m.; the meeting was called back to order at 8:07 p.m.**

Councilor George requested the following:

12. **Discussion, consideration, and possible authorization to place the Verde River Basin Partnership back into the Council Committee Assignments, and if approved, possible appointment of a Council member to serve on the committee. Councilor George has volunteered to serve as the representative for the Town in this organization.**

On a motion by **Buchanan**, seconded by **German**, the Council unanimously approved authorization to place the Verde River Basin Partnership back into the Council Committee Assignments, and appoint Bruce George to serve on the Verde River Basin Partnership committee through May 2012.

13. **Call to the Public for items not on the agenda.**  
(Comments from the following individuals are summarized in the Minutes.)  
**Ramona Aldridge**  
**Sheila Stubler**

There was no further public input.

14. **Manager/Staff Report**  
Martin said he wanted to update the Council on the ongoing Redistricting saga with the State, and that he had some

## Lease Agreement

**LANDLORD:** Town of Camp Verde ("LANDLORD"), an Arizona municipal corporation, 473 South Main Street, Ste. 102, Camp Verde, AZ 86322

**TENANT:** Camp Verde Chamber of Commerce ("TENANT"), a non-profit corporation, 385 South Main Street, Camp Verde, AZ 86322

WHEREAS, the LANDLORD and TENANT agree it would be in the public interest to establish larger facilities for use by the TENANT and other related public agencies, for promotion of tourism as a visitor's center; and

WHEREAS, the LANDLORD has provided a remodeled building at 385 South Main Street, formerly known as "Custards", and adjoining parking areas, located at the entrance to Fort Verde State Historic Park, from Main Street, that would serve as a gateway center for future development connecting the downtown area and the Fort; together the remodeled building and adjoining parking areas shall be referred to as the "Premises"; and

WHEREAS, the parties have entered into an Agreement for Contracted Services as of the date of this Lease ("Services Contract") for promotion of tourism and economic development.

*NOW, THEREFORE, THE LANDLORD AGREES TO EXECUTE THIS LEASE WITH THE TENANT ON THE FOLLOWING MUTUALLY AGREEABLE TERMS AND CONDITIONS:*

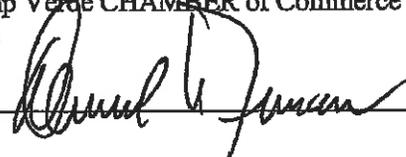
1. **Property and Use:** TENANT shall lease the Premises other than areas reserved by the LANDLORD for municipal use, for Tenant's office facility both to fulfill the terms of the Services Contract, and its role as the administration center for its member businesses and the public. TENANT shall allow other public agencies, as authorized by the Town Manager, space for displays and volunteers from those agencies that will present tourist and related information to visitors. A conference room will be available for LANDLORD's use to be scheduled by the Town Manager (or his/her designee), through the Chamber Director. The TENANT will be responsible for all scheduling and coordinating use of the building.
2. **Term and Use of Visitor's Center:** The term of the lease shall continue until written notice is given by either party to the other. The LANDLORD will provide use of the Visitor Center (as that term is defined in the Services Agreement) to the TENANT under the terms and conditions as exist under this lease. This lease shall terminate:
  - a. eighteen (18) months following proper notice in writing in order to allow the TENANT to continue to operate as a Visitor Center and/or make plans for its operation at another location; or
  - b. at any time that Tenant ceases to use the Premises for visitor services to the benefit of the citizens of the TOWN.

3. **Improvements:** TENANT will not make any modifications or improvements to the property without the prior consent of the LANDLORD. Any office equipment, supplies, or other fixtures brought to the property shall remain the property of the TENANT.
4. **Rent:** In consideration of the leasehold interest granted hereby, Tenant shall perform its obligations for the benefit of the Town as set forth in the Services Agreement, and Tenant shall payof rent during the term of the lease in the amount of \$1.00 per year, acknowledging that the occupancy and use of the premises for visitor services will be a benefit of the citizens of the TOWN and the surrounding communities. Also the TENANT, in exchange for the use of the Premises, Tenant will pay the following to offset the estimated benefit of its use of office spaces, storage and conference room currently estimated at as allocated in the annual budget:
  - a. Wages, benefits & workers compensation
  - b. Utilities
  - c. Office supplies
  - d. Phone ??
5. **Utilities:** Costs of the utilities to the premises such as electrical service and any separate heating/cooling costs, where they may be prorated, shall be the responsibility of the TENANT.
6. **Sublease:** TENANT will not sublease any portion of the Premises without the written consent of the Landlord.
7. **Maintenance:** TENANT will maintain the Premises in the condition of the facility at the time of initial occupancy, and Landlord shall maintain the heating/cooling and other services.
8. **Signs:** TENANT will not install any exterior signage on the Premises without the prior approval of the Landlord.
9. **Remodeling:** The building and surrounding property are an integral part of Main and Hollamon Street and will link the historic areas of the TOWN with Fort Verde State Historic Park. Therefore, the LANDLORD reserves the right to effect changes in the building structure, parking, and access consistent with the surrounding parking areas that indicates the primary uses of the facility.

APPROVAL AND EXECUTION BY CHAMBER

PASSED AND APPROVED BY CHAMBER OF COMMERCE ON THE 5<sup>th</sup> day of July, 2011.

Camp Verde CHAMBER of Commerce

By: 

Dave Freeman, CHAMBER of Commerce Chairman

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ATTEST:

Camp Verde CHAMBER of Commerce

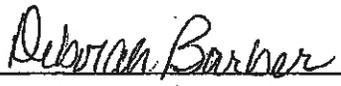
By: 

Print Name: Tracee Schimkorsky

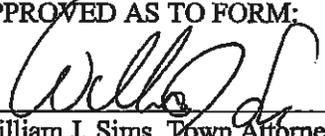
APPROVAL AND EXECUTION BY TOWN

IN WITNESS WHEREOF to be executed by their duly authorized officials on 6-22-2011,  
2011

  
Bob Burnside, Mayor 6-22-11

Attest:   
Debbie Barber, Town Clerk

APPROVED AS TO FORM:

  
William J. Sims, Town Attorney

