



It's in your hands ~ "Build a stronger community – Shop Locally"

**AGENDA  
REGULAR SESSION  
MAYOR AND COUNCIL  
COUNCIL CHAMBERS · 473 S. Main Street, Room #106  
WEDNESDAY, OCTOBER 17, 2012  
6:30 P.M.**

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

1. **Call to Order**
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 3, 2012
    - 2) Work Session – September 26, 2012
  - b) **Set Next Meeting, Date and Time:**
    - 1) Friday, October 19, 2012 at 8:00 a.m. – Work Session – CIP
    - 2) October 24, 2012 at 9:00 a.m. – Joint Meeting with Yavapai-Apache Nation Council Members
    - 3) October 24, 2012 at 5:00 p.m. – Work Session with Camp Verde Sanitary District Board
    - 4) October 24, 2012 at 6:30 p.m. – Council Hears Planning & Zoning Matters
    - 5) Friday, October 26, 2012 at 8:00 a.m. – Work Session - CIP
  - c) **Possible approval of applications for Wine Festival License/Wine Fair License for Fire Mountain Wines.** The applicant will participate in the Verde Valley Fall Festival being held on October 19, 20, and 21, 2012, to be held at Jackpot Ranch, located at 2025 Reservation Loop Road. Staff Resource: Debbie Barber
  - d) **Possible approval of Resolution 2012-870 declaring October 22-26, 2012 as "Arizona Cities & Towns Week."** Staff Resource: Debbie Barber
  - e) **Possible approval of the Library Support Agreement Membership in the Yavapai Library Network.** Staff Resource: Kathy Hellman
  - f) **Possible approval of recommendations for FY 2011/2012 year-end adjustments to the budget and fund transfers.** Staff Resource: Mike Showers
5. **Council Informational Reports.** Council 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.
6. **Special Announcements & Presentations –**
  - **Welcome to new businesses:**
    - ❖ One Way Electric Inc. – Phoenix
    - ❖ Body Art 4 Fun-Camp Verde
    - ❖ Fairway Homes West, Inc. – Fife, WA
7. **Call to the Public for items not on the agenda.**

8. **Presentation and possible discussion of Quarterly Reports from the following**
  - a) Board of Adjustments and Appeals
  - b) Planning & Zoning Commission
  - c) Fort Verde State Historic Park
  
9. **Discussion, consideration, and possible approval of a defined area in the downtown identified as an Entertainment District, pursuant to A.R.S. §4-207 allowing the Town of Camp Verde to approve on a case-by-case basis, exemptions from the distance restrictions for the issuance of certain liquor licenses for establishments in relation to public, private or charter schools or places of worship.**  
Staff Resource: Mel Preston
  
10. **Call to the Public for items not on the agenda.**
  
11. **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.
  
12. **Adjournment**

Posted by: *O Jones*

Date/Time: *10-11-12* *8:45 am*

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

**DRAFT**  
**MINUTES**  
**REGULAR SESSION**  
**MAYOR AND COUNCIL**  
**COUNCIL CHAMBERS**  
**WEDNESDAY, OCTOBER 3, 2012**  
**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 Whatley, George, Baker, Jones and German were present.  
  
**Also Present:** Town Manager Russ Martin, Town Marshal Nancy Gardner, Public Works Director Ron Long, Town Clerk Debbie Barber, and Recording Secretary Margaret Harper
  
3. **Pledge of Allegiance**  
The Pledge was led by Bruce Turner.
  
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) Special Session – September 19, 2012
    - 2) Executive Session – September 19, 2012 (recorded)
    - 3) Regular Session – September 19, 2012
    - 4) Work Session – September 12, 2012
  - b) **Set Next Meeting, Date and Time:**
    - 1) October 10, 2012 at 5:00 p.m. – Work Session - FOG
    - 2) October 17, 2012 at 6:30 p.m. – Regular Session
    - 3) Friday, October 19, 2012 at 8:00 a.m. – Work Session - CIP
    - 4) October 24, 2012 at 9:00 a.m. – Joint Meeting with Yavapai-Apache Nation Council Members
    - 5) October 24, 2012 at 5:00 p.m. – Work Session with Camp Verde Sanitary District Board
    - 6) October 24, 2012 at 6:30 p.m. – Council Hears Planning & Zoning Matters
    - 7) Friday, October 26, at 8:00 a.m. – Work Session - CIP
  - c) **Possible approval of applications for Wine Festival License/Wine Fair License for: Burning Tree Cellars, LLC, Arizona Stronghold Vineyards, Oak Creek Vineyards & Winery, and Grand Canyon Cellars, LLC.** The applicants will participate in the Verde Valley Fall Festival being held on October 19, 20, and 21, 2012, to be held at Jackpot Ranch, located at 2025 Reservation Loop Road. Staff Resource: Debbie Barber
  - d) **Possible authorization to transfer the remaining \$17,829.53 from Activity #1 (Administration Costs) of the CDBG Contract #100-11 to Activity #2 (Project Construction Costs) in order to complete the Hollamon Street Improvement Project.** This will have the effect of increasing the total available project-specific funds from \$319,448 to \$337,277.53. Staff Resource: Ron Long
  - e) **Possible approval of the lease agreement between the Town of Camp Verde and Rod L. Proper Rentals for lease of 3 large dog kennels (runs) from Montezuma Veterinary Services building located at 100 S. Montezuma Castle Hwy.** Staff Resource: Marshal Nancy Gardner

On a motion by Kovacovich, seconded by Baker, the Consent Agenda was unanimously approved as presented, and pulling Item 4.d).

Mayor Burnside requested that Item 4.d) be pulled.

**4.d) Possible authorization to transfer the remaining \$17,829.53 from Activity #1 (Administration**

**Costs) of the CDBG Contract #100-11 to Activity #2 (Project Construction Costs) in order to complete the Hollamon Street Improvement Project. This will have the effect of increasing the total available project-specific funds from \$319,448 to \$337,277.53.**

On a motion by Kovacovich, seconded by Baker, the Council unanimously approved Item 4.d) with the change in the dollar amount.

Burnside explained that he had pulled Item 4.d) after being informed by the Finance Director that some additional funds had been found that were expended, such that the true dollar amount that will be transferred is now \$17,279.53.

5. **Council Informational Reports.**

**Whatley** said she and the Mayor and Councilor German had talked with a gentleman about pursuing a survey for the business incubator issue, and also attended the Native American Festival held by the Archaeological Society last weekend, a very enjoyable, informative event.

**George** reported on his attendance at the Verde Valley Transportation meeting; Ron Long gave a presentation on the ongoing projects in the Town nearing completion. George said he also attended the Colonel's Daughter competition. He also reported on attending the Verde River Basin Partnership Coordinating Committee meeting, followed by a general meeting with a presentation on more efficient ways to use water for irrigation and community needs.

**Baker** said she attended the Yavapai-Apache Nation Council meeting, and congratulated the new Council members; the Council now consists of six women and three men. Baker also went on an interesting field trip with some staff members to a recycling plant in Prescott Valley.

**German** reported that she also attended the meeting regarding the feasibility study, and joined the public meeting on the proposed Entertainment District. She commented that the Colonel's Daughter event on Saturday and Sunday was wonderful.

**Burnside** also commented on the nice turnout for the Colonel's Daughter competition, and the coming change in those who will be heading up the annual event. Burnside said he enjoyed the tour to the recycling plant; it was very interesting and presents opportunities for jobs. He also attended the swearing-in at the Yavapai-Apache Nation, and went with Councilors Whatley and German, to the meeting on the Entertainment District, and enjoyed the input by Jim Greenwald.

6. **Special Announcements & Presentations –**

- **Presentation of a certificate to honor 10-year old Camp Verde resident Bruce A. Turner, son of Sharon Turner for his act of heroism in saving a child from drowning at Fain Lake in Prescott Valley. Boy Scout Troop 7193 recommended Bruce to the Boy Scouts of America for the Heroism Award and a Medal of Merit.**

Mayor Burnside announced the presentation of the subject honors to Bruce Turner in recognition of the young man's heroism, and personally presented the certificate to Bruce. All of the boy scouts who were present at the meeting came forward and introduced themselves, followed by statements from two District Executives who explained the significance and extreme honor of the Heroism Award and Medal of Merit, both of which were then presented to Bruce, who gave his account of his action in saving the life of his friend.

Burnside thanked everyone for their attendance, and called a short recess to enjoy the refreshments that had been provided to celebrate the occasion.

**A recess was called at 6:50 p.m.; the meeting was called back to order at 7:00 p.m.**

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

(Comments from the following individuals are summarized.)

**Justin Wertz** spoke regarding the safety aspects of the project he is pursuing, and his efforts to continue to develop community concern.

**Barb Goetting** reminded everyone that the third annual presentation of the film, "Kingdom of the Spider," will be scheduled for October 27.

**Steve Goetting**, current Chairman of the Chamber of Commerce, said that they have now moved into their new building at the White Hills Stagecoach shop, with an Open House planned during the Fort Verde Days Weekend. He thanked the Town for joining the Chamber and said he looks forward to developing a strong partnership with the Town.

**Renee Bartlett-Webber**, speaking on behalf of the Verde Valley Archaeology Center, also commented on the recent Native American Film Festival and Arts Fair. An event is coming up on October 18, 19 and 20, the Verde Valley Archaeology Symposium, ending with a Gala dinner and silent auction on the 20<sup>th</sup>.

**Robert Dodd** commented on the continuing problem of overgrown weeds on vacant lots and some homes; he understands that the Town has financial constraints, but stressed that the weeds present a fire hazard and it is the Town's responsibility to keep the Town cleaned up. *Burnside suggested that the Town Manager look into the problem and perhaps enlist some volunteer participation.*

**Stephanie Peters** appeared on behalf of the Camp Verde Arts Council and announced the Art Show and Artists Reception that will be a part of the upcoming Fort Verde Days, and distributed a flyer listing the dates and times.

There was no further public input.

8. **Discussion, consideration, and possible direction to staff to work with the Arizona Department of Transportation and Northern Arizona Council of Governments to move forward with the funding, design, and construction of either Option A – a roundabout or Option B – a signal to provide enhanced traffic circulation, connectivity, and pedestrian movement at the intersection of SR 260 and Goswick Way/Industrial Drive.** Staff Resource: Ron Long

There was no action taken.

Public Works Director Long reminded everyone of the existing problems on SR 260 near the fast food area, some of which are created by drivers who do not obey the traffic signs, resulting in some accidents. ADOT has determined that the intersection qualifies it for a project to correct the problems. Long described the two available options; one, a roundabout, which is the option preferred by ADOT, and, two, a regular traffic signal. Long noted that this is a good opportunity for the Town to partner with ADOT to get the project on fast track, a move that Long thinks should be considered. To consider installing a traffic signal, ADOT has estimated that the Town would need to contribute approximately \$175,000 for a third of the project; for a roundabout, ADOT would be looking for a contribution of \$450,000, which would be about one-quarter of the project. The cost of the two-lane roundabout would be close to \$2 million. Long explained that there would be a NACOG funding allotment available to the Town in the year 2015 in the sum of approximately \$830,000; the funding to pay for either the signal or the roundabout could be borrowed from that allotment. That funding is for the planned work on the tri-intersection at Circle K, the majority of which will be needed for that project, which is currently in the study phase, with design anticipated in 2013. Whatever amount is pledged for the SR 260 project can be replenished from some of the HURF funds between now and 2015.

The Council discussed with Long the funding possibilities that he had outlined, and the reason for the Town contributing to a partnership, which would get the project done right away; otherwise the project would be

relegated to the five-year plan, if not longer. Long pointed out that participating in a partnership would also be a good opportunity to demonstrate that the Town is serious about the requested improvements to SR 260 from I-17 to Thousand Trails.

After further discussion of the financial issues presented, and the existing Homestead Parkway signal, it was generally agreed that in order to make a decision on which option to consider, Long should come back with drawings to illustrate the project, as well as perhaps arrange a presentation by ADOT so that the area businesses would have full input and an understanding of the impact on them, and an estimate of the full costs involved, as well as an analysis of the impact on HURF funding in the next few years. Also requested was an estimate of the construction time frame that would be involved. Martin urged the Councilors to keep staff fully informed by communicating questions and ideas that come up, all of which would assist Long in presenting as much comprehensive understanding of what can be researched at this point. Martin added that the sooner the Town can decide on the action to follow, including an IGA, the sooner ADOT can put to work the funds they have set aside for the project .

9. **Discussion, consideration, and possible approval of a contract with Marathon Public Affairs to proceed with pursuing the expansion of State Route 260 to four lanes between I-17 and Cottonwood.**  
Staff Resource: Russ Martin

On a motion by Whatley, seconded by George, the Council **voted 5-2** to direct staff to pursue Option 1, engaging Marathon Public Affairs for a period not to exceed five (5) months to expressly work on bringing the communities together on a common strategy to successfully expand the scope of the project on Highway 260 before next year's five-year plan is adopted by ADOT; **with Baker opposed, for the reasons she stated, and German opposed.**

Martin said that meeting with friends and neighbors in the County and Cottonwood had proven to be unsuccessful in getting them to participate financially. Both of them were very interested and understand why we would consider using a consultant, but do have budget constraints at this time, or at least until next July. Martin said that, rather than wait until next fiscal year, the next five or six months could prove to be helpful in pursuing opportunities to push the ball forward more quickly. This promises to be not a small project, so acting now would mean the better chance the Town will have to get the project actually constructed in 2015. Martin therefore recommends that the Town utilize the funds that had been earmarked for a Fall election, which did not happen, to engage Marathon Public Affairs for a short-term contract not to exceed six months, and after that, reassess the situation to determine what resulted from that expenditure. That will give the Marathon group the opportunity to perform, and at that point, other options can be considered, depending upon the outcome. Martin added that the two principals of Marathon are present to answer questions, and would like to make a presentation. He also confirmed that it would be a term of not to exceed five months, for a total of \$15,000.

Michael Mandell and Janet Regner each spoke in detail, again outlining how the experience of Marathon Public Affairs would demonstrate in the short term how it could be helpful in furthering the efforts to bring the communities together and begin to overcome the past issues that had created problems, working not only with the communities, but with ADOT and the County and Legislative bodies. Martin confirmed that updates on their progress would be given on a regular basis .

#### **PUBLIC INPUT**

There was no public input.

Baker said she had understood that Council was only willing to move forward on the consulting proposal if other Verde Valley communities would be participating in a concerted effort, which she would prefer to see at this time. Baker said the Town now has a new Engineer, a new Council, a new staff and Economic Development Director who is involved in discussions with other communities and agencies; and therefore she cannot support the proposed expenditure. George said he feels it is a great opportunity for Camp Verde

to take the lead in working with the other communities, and is willing to see what the consultants can do in that short term.. German expressed concern over the expenditure of more unbudgeted funds from the Town's restricted budget; she would prefer to wait and continue working with other communities and with ADOT, and understands that ADOT does have this issue in its radar. Whatley said it is not a case of having the "find" the money; it is already in there; she sees no reason not to do it. George believes the Town should "give it a shot." Jones feels every opportunity should be explored, and is in favor of it. Kovacovich commented that there is finally some momentum going, and the Town should stick with it. Burnside said the Town needs to do this, to move forward; let the professionals do what they do best. The Town cannot afford to wait and be faced with yet another massive accident in the interim, when it had an opportunity to show the citizens that at least it was trying to move ahead and keep the momentum going.

Mayor Burnside requested items #9&10:

10. **Discussion, consideration, and possible approval of Resolution 2012-871, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, supporting the repeal of Arizona House Bill 2826.** HB 2826 established election dates in the Fall for local elections of Mayor and Council members.

On a motion by Burnside, seconded by German, the Council unanimously approved the letter presented as a Resolution 2012-871, Now therefore be it resolved by the Mayor and Common Council that the Town of Camp Verde expressly disapproves of House Bill 2826 and its usurpation of local control over the timing of local candidate elections as well as the timing and continuity of alternative expenditure limitation elections.

Burnside said he sponsored this item in support of GAMA, the Greater Arizona Mayors Association, to help show solidarity to benefit our communities as well as the Northern Arizona communities.

11. **Discussion, consideration, and possible approval of Resolution 2012-872, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona supporting the repeal, accelerated sunset and/or nonrenewal of Arizona House Bill 2643.** HB 2643 requires cities and towns to establish a supplemental benefits plan and expend significant additional funds to compensate public safety employees who meet eligibility for the supplemental benefits plan.

On a motion by Burnside, seconded by German, the Council unanimously approved Resolution 2012-872.

Burnside confirmed that all the members had reviewed the subject issue and the Resolution; there was no further discussion.

12. **Call to the Public for items not on the agenda.**  
(Comments from the following individual are summarized.)

**Howard Parrish** expressed his appreciation for the support shown by the Council members who attended the recent Colonel's Daughter competition.

There was no further public input.

13. **Manager/Staff Report**

Martin advised the Council that he will be out of the office next week, attending the International City Managers Association meeting this year in Phoenix, with two of the days devoted to family activities. Marshal Gardner will be physically present, but Martin will be available by cell phone, if needed. Martin outlined the diligent efforts on the part of staff regarding the weed overgrowth and Code enforcement issues. Martin also gave an update on the phone changeover project.

14. **Adjournment**

On a motion by German, seconded by Jones, the meeting was adjourned at 8:02 p.m.

Bob Burnside, Mayor

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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 3<sup>rd</sup> day of October 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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Debbie Barber, Town Clerk

MINUTES  
WORK SESSION  
MAYOR AND COUNCIL  
COUNCIL CHAMBERS · 473 S. Main Street, Room #106  
WEDNESDAY, SEPTEMBER 26, 2012  
5:30 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**

Mayor Burnside called the meeting to order at 5:30 p.m.

2. **Roll Call**

Mayor Burnside, Vice Mayor Kovacovich, and Council members Baker, George, German, Jones, and Whatley

**Also Present**

Town Manager Russ Martin, Public Works Director Ron Long, and Town Clerk Deborah Barber

3. **Pledge of Allegiance**

Ron Long led the pledge.

Burnside allowed let Howard Parrish speak about the Colonel's Daughter event. He said that he would like to see all of Council at the event, noting there are nine girls competing this year. The event is on September 29, 2012 at 2:00 p.m. He said that they would appreciate a donation, as well.

4. **Discussion, consideration, and possible identification and prioritization of specific projects for staff to prepare presentations for upcoming Capital Improvement Work Sessions.** Staff Resource: Russ Martin

Martin explained that Council had the CIP that was approved on 4-18-12 and that the point of this meeting was to categorize projects that will be considered on a future agenda. He advised that he would go through all the CIP projects and if two or more Council members agree, further information would be gathered for a presentation and discussion. Otherwise, staff would place them in the CIP based upon Council priorities.

Martin read the project titles in the CIP. Council requested additional information and discussion on the following projects in addition to a general discussion about street equipment purchases:

p.40 Streets Equip/GIS Mapping & IT

p.41 Urban trail system

p.43 Community Park, Butler Park, and Rezzonico Park

p.74 Archives & Public Records Storage Facility/System – 200 Building

p.77 Council Chambers/Council Office – 200 Building

p.95 New Animal Shelter

p.101 Hwy 279 Improvements

p.102 Town transit system

5. **Discussion of and setting goals for the Manager for the upcoming year.** Staff Resource: Mayor & Council

Burnside noted that Martin had provided a suggested list of performance goals. Martin briefly discussed his proposed goals and accomplishments, which are part of the agenda packet. He said that he was seeking direction from Council with regard to their expectations. Council agreed with the goals and encouraged him to keep them informed. Burnside added and Council agreed that they would like to see a strong effort

toward the 260 widening. Burnside also asked that he continue with Town Code revisions as needed and to bring them to Council as soon as possible. Council members agreed that this was always an on-going process.

Martin asked Council how they would like him to formalize the goals and what items they would like to see him accomplish in conjunction with their election campaigns. Jones said that her focus would be on the development of parks.

**6. Adjournment**

On a motion by Jones, seconded by German, the meeting was adjourned at 6:49 p.m.

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

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

**CERTIFICATION**

I hereby certify that the foregoing Minutes are a true and accurate accounting of the discussion and direction of the Mayor and Common Council of the Town of Camp Verde during the Work Session of the Town Council of Camp Verde, Arizona, held on September 26, 2012. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

H,C



Town of Camp Verde

**Agenda Item Submission Form – Section I**

**Meeting Date: October 17, 2012**

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

**Requesting Department:** Clerk's Office

**Staff Resource/Contact Person:** Deborah Barber

**Agenda Title (be exact):** Possible approval of applications for Wine Festival License/Wine Fair License for Fire Mountain Wines. The applicant will participate in the Verde Valley Fall Festival being held on October 19th, 20th, and 21st, 2012, to be held at Jackpot Ranch, located at 2025 Reservation Loop Road.

**List Attached Documents:** Application for Fire Mountain Wines

**Estimated Presentation Time:** 0

**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:**

**Recommended Action (Motion):** Approve applications for Wine Festival License/Wine Fair License for Fire Mountain Wines. The applicant will participate in the Verde Valley Fall Festival being held on October 19th, 20th, and 21st, 2012, to be held at Jackpot Ranch, located at 2025 Reservation Loop Road.

**Instructions to the Clerk:** Section II not required. Process applications.

1895

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

**APPLICATION FOR WINE FESTIVAL LICENSE/WINE FAIR LICENSE**

FEE = \$15.00 per event

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. 44-6852)

A separate license is needed when days are not consecutive. Only twenty-five (25) licenses per calendar year for up to seventy-five calendar days may be issued, excluding sanctioned county or state fair licenses.

1. Applicant's Name: Fallmer Jamie L.  
Last First Middle

2. Business Name: Five Mountain Wines D.F.W. Lic#: 13133027  
(Domestic Farm Winery License #)

3. Location of Festival: 2025 Reservation Loop Rd Camp Verde Yavapai 86322  
(Physical location - Do not use PO Box) City County Zip

4. Mailing Address: Same As Above  
City State Zip

5. Date and hours of festival:

DATE	DAY OF WEEK	HOURS FROM	HOURS TO
<u>10/19/2012</u>	<u>Friday</u>	<u>12:00pm</u> a.m./p.m.	<u>8:00pm</u> a.m./p.m.
<u>10/20/2012</u>	<u>Saturday</u>	<u>10:00am</u> a.m./p.m.	<u>8:00pm</u> a.m./p.m.
<u>10/21/2012</u>	<u>Sunday</u>	<u>10:00am</u> a.m./p.m.	<u>6:00pm</u> a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
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_____	_____	_____ a.m./p.m.	_____ a.m./p.m.
_____	_____	_____ a.m./p.m.	_____ a.m./p.m.

6. Name and address of site owner: Shuster Foundation (Shuster, Gary J.)  
Last First Middle  
2200 N. Central Ave. Ste 205 Phoenix AZ 85004  
Address City State Zip

7. Phone Numbers: (602) 253-1812 ( ) ( ) ( )  
Site Owner Applicant's Business Applicant's Residence

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

8. Has the festival site owner given permission for use of the site and for the sale of spirituous liquors? YES  NO

9. Are the spirituous liquors to be sold or served Arizona Domestic Farm Winery Products ONLY? YES  NO

10. How many wine festival licenses have you applied for this calendar year, including this one? 1

Give the total number of days you have held licensed wine festivals this year 0

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

2 # Police  Fencing  
6 # Security personnel  Barriers

Driver's Licenses will checked and wrist bands given to attendees that are 21 years of age or over.

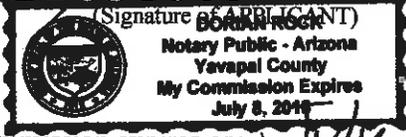
Property is fenced and no beverages will be allowed to pass across the fenced area.

12. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your wine festival/fair licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

I, Jamie Fuller, hereby declare that I am the APPLICANT filing this application. I  
(Print full name)  
have read the application and the contents and all statements are true, correct and complete.

X [Signature]

State of Arizona County of Yavapai  
The foregoing instrument was acknowledged before me this



08th day of October, 2012  
Day Month Year

My commission expires on: July 08, 2016

[Signature]  
(Signature of NOTARY PUBLIC)

\*\*\* FOR USE BY LOCAL GOVERNING AUTHORITY ONLY \*\*\*

I, \_\_\_\_\_, hereby  APPROVE  DISAPPROVE this application on behalf of  
(Government Official)

\_\_\_\_\_  
(City, Town, or County) (Title) X (Signature of OFFICIAL)

\*\*\* FOR USE BY DLLC ONLY \*\*\*

APPROVED  DISAPPROVED

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

**WINE FESTIVAL/FAIR LICENSED PREMISES DIAGRAM**  
**(This diagram must be completed with this application)**

NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.  
(Show dimensions, serving areas, and label type of enclosure and security positions)



Hd



**RESOLUTION 2012-870**

**DECLARING OCTOBER 22-26, 2012, ARIZONA CITIES & TOWNS WEEK**

**WHEREAS;** THE CITIZENS OF THE TOWN OF CAMP VERDE RELY ON LOCAL GOVERNMENT TO EXPERIENCE A HIGH QUALITY OF LIFE IN OUR COMMUNITY; AND

**WHEREAS;** LOCAL GOVERNMENTS AROUND THE STATE OF ARIZONA WORK 24 HOURS A DAY, SEVEN DAYS A WEEK TO DELIVER CITY SERVICES SUCH AS FIRE, POLICE AND EMERGENCY MEDICAL SERVICES TO CREATE SAFE COMMUNITIES; AND

**WHEREAS;** THE METHODS OF FUNDING THESE VITAL CITY SERVICES ARE NOT ALWAYS CLEARLY UNDERSTOOD BY CITIZENS; AND

**WHEREAS;** IT IS ONE OF THE RESPONSIBILITIES OF CITY/TOWN OFFICIALS TO ENSURE THAT LEGISLATORS, MEDIA AND CITIZENS UNDERSTAND THEIR LOCAL GOVERNMENT THROUGH OPEN AND FREQUENT COMMUNICATION USING VARIOUS AVENUES AND MEANS; AND

**WHEREAS;** IT IS IMPORTANT TO WORK TO ENCOURAGE THIS CONNECTION AND INFORM CITIZENS AND STATE LEGISLATORS OF THE IMPORTANCE OF STATE SHARED REVENUES IN ORDER TO PRESERVE THE EXCELLENT DELIVERY OF SERVICES THAT OUR CITIZENS HAVE COME TO EXPECT IN OUR CITY; AND

**WHEREAS;** THROUGH EDUCATION AND AWARENESS, CITIZENS, COMMUNITY LEADERS AND CITY STAFF CAN WORK TOGETHER TO ENSURE THAT SERVICES PROVIDED BY THE TOWN OF CAMP VERDE CAN REMAIN EXCEPTIONAL ELEMENTS OF THE QUALITY OF LIFE OF OUR COMMUNITY.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF THE TOWN OF CAMP VERDE JOINS WITH THE LEAGUE OF ARIZONA CITIES AND TOWNS AND FELLOW MUNICIPALITIES ACROSS THE STATE OF ARIZONA IN DECLARING OCTOBER 22-26, 2012, ARIZONA CITIES & TOWNS WEEK.

**PASSED AND APPROVED** by the Mayor and Common Council of the Town of Camp Verde, Arizona, this 17<sup>th</sup> day of October, 2012.

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

\_\_\_\_\_  
Date

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Bill Sims, Town Attorney

4.9



Town of Camp Verde

**Agenda Item Submission Form – Section 1**

**Meeting Date: October 17, 2012**

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

**Requesting Department:** Library

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

**Agenda Title (be exact):** Consideration and approval of the *Library Support Agreement: Membership in the Yavapai Library Network*

**List Attached Documents:**

- Library Support Agreement Yavapai Library Network
- Library Support Agreement Membership in the Yavapai Library Network
- Attachment D

**Estimated Presentation Time:** 1 minute

**Estimated Discussion Time:** 1 minute

**Reviews Completed by:**

- Department Head:**                       **Town Attorney Comments:** You are good to go.

**Finance Review:**     Budgeted     Unbudgeted     N/A

**Finance Director Comments/Fund:**

**Fiscal Impact:**

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

**Comments:**

**Background Information:** This agreement replaces the former Intergovernmental Agreements between the Town of Camp Verde and the Yavapai County Free Library District as well as between the Town of Camp Verde and the City of Prescott. It addresses the issue of those Yavapai Library Network members who are private entities and therefore

not legally bound by an IGA. It is a result of the restructuring of the Yavapai Library Network so that it falls under the authority of the Yavapai County Free Library District instead of the City of Prescott and simplifies the billing process.

***Recommended Action (Motion):*** That the Library Support Agreement Membership in the Yavapai Library Network be approved and that the Mayor be authorized to sign the document on the town's behalf.

***Instructions to the Clerk:***

# **LIBRARY SUPPORT AGREEMENT**

## **Yavapai Library Network**

THIS AGREEMENT is made and entered into this \_\_\_\_\_, 2012, by and between Yavapai County Free Library District (hereinafter the "DISTRICT") and \_\_\_\_\_, (hereinafter the "MEMBER LIBRARY").

### **RECITALS**

**WHEREAS**, the DISTRICT was established in 1987 pursuant to ARS § 48-3901 for the purpose of supporting and facilitating the provision of library services within the boundaries of Yavapai County; and

**WHEREAS**, the DISTRICT is a political taxing subdivision of the State of Arizona and has all the powers, privileges and immunities granted generally to municipal corporations by the constitution and laws of this state; 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 various municipalities, boards and other entities recognize the need to cooperate in the provision of library services to the residents of the Yavapai County; and

**WHEREAS**, these same parties have historically formed a partnership known as the Yavapai Library Network (YLN) which was established in 1985 to better serve the needs of the residents for library services in Yavapai County through the use of technology having common standards; and

**WHEREAS**, these same parties acknowledge the value derived in the provision of services from economies of scale that are created by mutual cooperation and resource sharing bind themselves together with the DISTRICT to form a consortium of public, school, academic, and special Libraries (hereinafter the "NETWORK"); and

**WHEREAS**, the Parties have determined that it is in their mutual interest to enter into an agreement whereby the DISTRICT shall provide equipment, data services and support and related library services to the MEMBER LIBRARY subject to the terms and conditions set forth herein.

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

- 1. Responsibilities of the District.** The DISTRICT hereby agrees to
  - a. Act as host and fiscal agent to ensure continued delivery of library services to the MEMBER LIBRARY and to facilitate the stability and operation of the NETWORK.
  - b. Assign, within budgetary and resources limitations, technical and management staff as deemed sufficient to meet the normal service requirements of the NETWORK and the MEMBER LIBRARY. Examples of such services include routine system maintenance, upgrades, backups and recovery.
  - c. Timely notify all MEMBER LIBRARIES of system changes and scheduled system outages.
  - d. Work cooperatively with vendors, MEMBER LIBRARIES and other involved parties to ensure compliance with industry standards and to ensure the success of on-going system operations.
  - e. Provide dedicated hardware and software resources to be housed in a secure environment and incorporating sufficient network bandwidth to allow MEMBER LIBRARIES to readily access the resources of the NETWORK.
  - f. Provide periodic operational status reports as required to fully inform MEMBER LIBRARIES of the nature, type and status of services being rendered by the DISTRICT.
  - g. Provide individual data, not covered under normal operation of the NETWORK, to any MEMBER LIBRARIES, subject to additional charges as set forth in Attachment A.
  - h. Provide for all operational costs of the NETWORK.
  - i. Gather statistics and other information as required for establishing fiscal-year based billing amounts payable by MEMBER LIBRARIES to ensure the continuity of the NETWORK. Statistics will be based on a complete calendar year.
  - j. Provide MEMBER LIBRARIES an estimated annual cost of operation assessment with anticipated benefits for the MEMBER LIBRARY no later than January 15 of each year during the initial term of this Agreement or renewals thereof.
  - k. Provide to each MEMBER LIBRARY, no later than March 15 of each year during the initial term of this agreement or renewals thereof an annualized invoice for services to be rendered to reflect allocation of costs as shown in the Formula for Shared Costs (Attachment A - Model for Annual Assessment).
  - l. Provide technical management services for NETWORK systems including maintenance and systems administration that support the operation of the ILS (Integrated Library System).
  - m. With the advice and recommendations of the NETWORK STEERING Committee apply enhancements to the ILS as deemed necessary.
  - n. Notify the MEMBER LIBRARIES of any decision by the DISTRICT to withdraw from oversight of and/or participation in the NETWORK no less than 1 year prior to the effective date of any such decision.
  - o. Except as expressly specified in this agreement, the DISTRICT shall save, hold harmless and indemnify the MEMBER LIBRARY and its 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.

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

- 2. Responsibilities of the MEMBER LIBRARY.** The MEMBER LIBRARY hereby agrees to
- a. Adhere to all duly established rules and guidelines governing the functioning of the NETWORK STEERING Committee.
  - b. Comply with Executive Order #99-4 (dated January 29, 1998) concerning non-discrimination in employment.
  - c. Protect the security and access to the catalog and further agrees to comply with the Yavapai Library Network protocols with regard to cataloging as outlined in the YLN Cataloging Manual; to requirements for conversion and authority control and to supplemental inclusion of foreign or locally constructed databases; and comply with industry cataloging standards and techniques in order to ensure compatibility with the standards and practices of the DISTRICT and the NETWORK.
  - d. To adhere to Intra-library loan document delivery procedures as outlined in the YLN Circulation Manual.
  - e. Maintain the privacy and confidentiality of Library users and comply with all privacy laws including those specifically applicable to students as covered under by Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) . Violations of user privacy may be subject to civil penalties and criminal prosecution.
  - f. Contribute bibliographic and holdings data into the ILS.
  - g. Provide access to its catalog of shared items that will be available for use by the MEMBER LIBRARIES.
  - h. Participate in the functions and activities of the NETWORK STEERING Committee which shall act as a general oversight and guidance body.
  - i. Allocate financial resources as determined to be necessary for the stability, growth and enhancement of the Network and its MEMBER LIBRARIES pursuant to the provisions of (Attachment A - Model for Annual Assessment)
  - j. Pay promptly any/all fees and charges as established herein no later than 30 days following receipt of an invoice for said fees or charges.
  - k. Work cooperatively with staff assigned by the DISTRICT, pursuant to this Agreement, and collaborate prior to the acquisition by the MEMBER LIBRARY of any/all hardware or software intended to interface with the NETWORK systems. This is to ensure proper functionality and compatibility for the MEMBER LIBRARY. The DISTRICT shall reserve the right to decline to connect any hardware and/or software determined by the DISTRICT, in its sole discretion, to be out of compliance with the functionality specifications or compatibility requirements of the NETWORK.
  - l. Designate an individual who can maintain computer problems resolution and who is responsible for consulting with the YLN support staff in regard to matters relating to the operation of the automated system. This person shall be referred to as the TECHNICAL CONTACT.
  - m. Purchase, operate and maintain at its sole expense its own circulation, cataloging, and public access stations as well as telecommunications equipment. All equipment that interfaces directly with the NETWORK services shall be evaluated by NETWORK staff to ensure compatibility.
  - n. Provide its own Internet connection with sufficient bandwidth to meet its own needs and any requirements as established by the DISTRICT or the NETWORK pursuant to this Agreement.
  - o. Except as expressly specified in this agreement, the MEMBER LIBRARY shall save, hold harmless and indemnify the DISTRICT and the DISTRICT officials, employees and agents

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

against all expenses, liabilities and claims of every kind arising from any intentional or negligent act or omission by the MEMBER LIBRARY or the MEMBER LIBRARY's officials, employees and agents.

3. **Annual Assessment.** In consideration of the DISTRICT's provision of services pursuant to Section 1 of this Agreement, the MEMBER LIBRARY shall pay an annual assessment to the DISTRICT with the amount to be determined annually as set forth in (Attachment A - Model for Annual Assessment).
4. **NETWORK STEERING Committee.** The MEMBER LIBRARY shall designate a representative to serve on the committee. The composition and function of the NETWORK STEERING Committee is described in greater detail in (Attachment C – Network Steering Committee).
5. **Additional Responsibilities of certain MEMBER LIBRARY.** A MEMBER LIBRARY that is a Public Library associated with an incorporated municipality shall in addition to the assumptions of responsibilities as in section 2 hereby agree to the following additional conditions:
  - a. Provide equal access to use the library facilities and services to all the residents of the County and provide core services free of charge to the same. These free core services shall include: borrowing privileges and computer use if available.
  - b. The Public Library and the District shall cooperate in planning and implementing resource sharing activities acceptable to the District and the Public Library. Shared resources shall be free of cost to the residents except in the case of inter-library loans where the lender is outside of the NETWORK. In that case postage recovery costs for library materials sent to any and from any library may be passed on to the Library user limited to a total cost of \$6.00 per item or transaction.
  - c. All library materials purchased with DISTRICT funds for the Public Library are the property of the Public Library.
  - d. All DISTRICT funds, including contributions, that are declared for a specific purpose are to be used solely for that purpose. An annual written accounting shall be made to the DISTRICT by the MEMBER LIBRARY describing the manner and use of DISTRICT funds by the end of the fiscal year. Funds unused within the given fiscal year shall be forfeit to the DISTRICT.
6. **Annual Contribution Eligibility for Certain Public Libraries.** A MEMBER LIBRARY that is a public Library associated with an incorporated municipality may be eligible to participate in the distribution of funds and services from the portion of jurisdiction's tax levy according to the formula as set forth in (Attachment B - Model for Annual Contribution to Public Libraries).
7. **Term of Agreement.** The initial term of this Agreement shall commence on \_\_\_\_\_ 2012, and shall terminate on June 30, 2013. Thereafter, it shall be automatically renewed for successive one-year terms unless terminated or non-renewed as provided herein.

LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK

**8. Termination/Non-Renewal**

- a. **Early Termination.** This Agreement may be terminated at any time by mutual agreement of the parties.
- b. **Termination for Breach.** In the event of a breach of any term or condition of this Agreement by any Party, the Party claiming breach shall provide written notice to the Breaching Party, said notice setting forth the factual basis for the determination that a breach has occurred. If the breach is not remedied within fifteen (15) days of the Breaching Party's receipt of notice, this Agreement shall terminate, at the option of the Party alleging breach.
- c. **Non-Renewal.** Except as otherwise expressly provided herein, written Notice of Intent not to renew this Agreement shall be provided by the non-renewing Party to the other Party no later than thirty (30) days before the specified termination date.
- d. **Residual Obligations.** Unless otherwise expressly agreed by the Parties all obligations of the Parties, including payment of charges and fees, for the fiscal year during which termination or non-renewal is effective shall remain in full force and effect and binding on the respective Parties, except where covered under A.R.S. Section 38-511.

**9. Miscellaneous Provisions**

- a. **Entire Agreement.** This Agreement contains the entire agreement between the parties and no modifications to the terms and conditions of the lease shall be binding upon the Parties unless evidenced by a written agreement approved and executed by the MEMBER LIBRARY and the DISTRICT.
- b. **Severability.** The invalidity of any provision of this Agreement as determined by a Court of competent jurisdiction, shall in no way effect the validity of any other provision hereof, so long as the original intent of the parties is not defeated thereby.
- c. **Applicable Law.** The terms and conditions of this agreement shall be construed and governed in accordance with the laws of the State of Arizona.
- d. **Notices.** Notices to be sent pursuant to this Agreement shall be sent certified mail, postage prepaid to the following addresses:

**District:**

Yavapai County Free Library District  
1971 Commerce Center Circle, Suite D  
Prescott, AZ 86301

**Member Library:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other addresses as the parties may officially designate in writing.

- e. **Assignment.** Neither Party shall assign or otherwise convey any right or obligation as set forth in this Agreement or any interest thereof without the express written consent of the other Party.
- f. **Conflict of Interest.** This Agreement is subject to cancellation in accordance with ARS §38-511, the pertinent provisions of which are incorporated herein.

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

- g. Governing Law.** Any disputes regarding this agreement shall be governed by and construed in accordance with the laws of the state of Arizona, excluding its choice of law provisions.

The parties shall comply with all laws, ordinances, and regulations of any applicable federal, state, county, or city government, bureau, or department applicable to the performance of the services described herein and agree to provide all cooperation reasonably necessary for such compliance.

- h. Scrutinized Business Operations.** Pursuant to A.R.S. §35-391.06 and 35-393.06, the Parties certify that they do not have a scrutinized business operation in Sudan or Iran. For the purposes of this paragraph the term “scrutinized business operation” shall have the meanings set forth in A.R.S. §35-391 or and 35-393, as applicable. If either Party determines that the other Party submitted a false certification, the Party may impose remedies as provided by law including cancellation or termination of this Agreement.

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

**IN WITNESS WHEREOF**, the Parties have caused this instrument to be executed as of the date first above written.

**APPROVALS**

**County: Yavapai County Free Library District**

By \_\_\_\_\_  
Chairman, Board of Directors                      Date

**ATTEST:**

\_\_\_\_\_  
Clerk, Board of Supervisors                      Date

**APPROVED AS TO FORM:**

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

**Member Library:** \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Clerk                      Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Counsel for Member Library                      Date

LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK

Attachment A

**Model for Annual Assessment**

The annual assessment calculation is in five parts: **Annual Capital Assessment, Annual Project Assessment, Total Annual Assessment, Overall NETWORK Assessment Proportions, and Individual Library Assessment Ratios.** Each part is reflected in tables A-1 thru A-5. An example scenario is illustrated in tables A-6 thru A-9.

The first part is calculating the base amount that will be assessed to the MEMBER LIBRARIES that constitute the NETWORK for future technological needs. This value shall be hereafter the base annual assessment.

This amount is calculated based upon the anticipated financial needs of the NETWORK for some future technology pursuant to the annual technology plan as provided by the COUNTY as part of the annual assessment and benefit statement to be provided to the MEMBER LIBRARY each January 15.

This annual assessment shall in effect act as a sinking fund to ensure the stability and future viability of the NETWORK.

Therefore, the base annual contribution amount shall be based upon the following formula:

*Table A-1- Capital Assessment*

<b>Calculations for Capital Assessment</b>	<b>Formula</b>
Total estimated future costs (Capital expenses such as an ILS upgrade)	Amount
Number of years in the future between this year and the year of the anticipated expense	Years
<b>Annual Capital Assessment Amount</b>	<b>Capital = Amount / Years</b>

The NETWORK STEERING COMMITTEE may elect to implement special projects planned for the subsequent year(s) in the future or form a contract to implement a special service over several years through the DISTRICT. All estimated expenses associated with these projects, as approved by the NETWORK STEERING COMMITTEE, shall be assessed in the year the expense is incurred as part of the annual assessment. These costs shall be treated as planned and budgeted for the upcoming fiscal year with the understanding that the NETWORK shall reimburse the DISTRICT for all costs during that year as they are deemed above and beyond the operation of the NETWORK and shall be apportioned by adding these estimated and approved costs to the Annual Capital Assessment.

*Table A-2- Projects Annual Assessment*

<b>Calculations for Project Assessment</b>	<b>Formula</b>
Total estimated Project costs	Amount
Number of years in the future between this year and the year of the anticipated expense or the number of years the project is anticipated to continue	Years
<b>Annual Project Assessment Amount</b>	<b>Project = Amount / Years</b>

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

The Total Annual Assessment is determined by combining Annual Capital Assessment and the Annual Project Assessment.

*Table A-3 Total Annual Assessment*

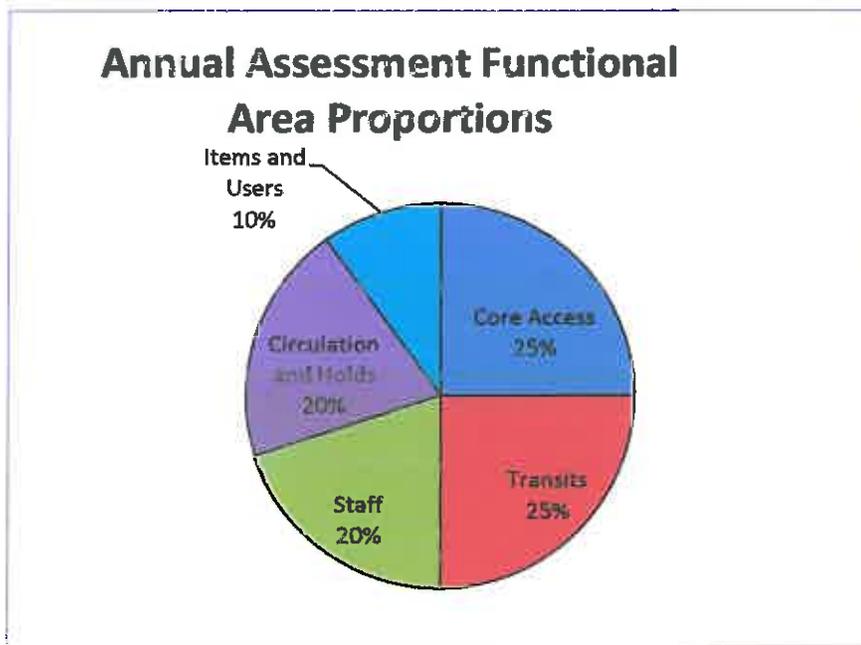
<b>Calculations for Total Annual Assessment</b>	<b>Formula</b>
Annual Capital Assessment	Base
Annual Project Assessment	Projects
Total Annual Assessment	Total Annual = Base + Projects

The Annual Assessment then is allocated to the individual MEMBER LIBRARIES according to a combination of proportions (weights) and ratios that reflect the size and activity of the MEMBER LIBRARY relative to the other members of the NETWORK. The purpose of this allocation method is to best possible allocating costs in an equitable manner based upon library performance and access.

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

*Table A-4- FUNCTIONAL AREA PROPORTIONSs*

<b>Calculations for Annual Assessment Amount</b>	<b>Proportions</b>																		
<b>Core Access</b> – basic access to the ILS (Integrated Library System)	25%																		
<b>Transits (intra-library loans) between MEMBER LIBRARIES</b>	25%																		
<p><b>Staff</b> - The number of staff includes: paid staff, volunteers, and students using the ILS (Integrated Library System) to perform staff functions such as check in, check out, user registration, etc. Staff not performing system functions such as custodians will not be considered in the equation. In this hypothetical example, volunteers, student workers, and employees of Library A combine to equal 2 FTE.</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;"><u>Position</u></th> <th style="text-align: center;"><u>Hours</u></th> <th style="text-align: center;"><u>FTE</u></th> </tr> </thead> <tbody> <tr> <td>Volunteers</td> <td style="text-align: center;">10</td> <td style="text-align: center;">0.25</td> </tr> <tr> <td>Student Helper</td> <td style="text-align: center;">10</td> <td style="text-align: center;">0.25</td> </tr> <tr> <td>Part-time employee</td> <td style="text-align: center;">20</td> <td style="text-align: center;">0.50</td> </tr> <tr> <td>Full-time Employee</td> <td style="text-align: center;">40</td> <td style="text-align: center;">1.0</td> </tr> <tr> <td><b>Total</b></td> <td style="text-align: center;"><b>80</b></td> <td style="text-align: center;"><b>2.0</b></td> </tr> </tbody> </table>	<u>Position</u>	<u>Hours</u>	<u>FTE</u>	Volunteers	10	0.25	Student Helper	10	0.25	Part-time employee	20	0.50	Full-time Employee	40	1.0	<b>Total</b>	<b>80</b>	<b>2.0</b>	20%
<u>Position</u>	<u>Hours</u>	<u>FTE</u>																	
Volunteers	10	0.25																	
Student Helper	10	0.25																	
Part-time employee	20	0.50																	
Full-time Employee	40	1.0																	
<b>Total</b>	<b>80</b>	<b>2.0</b>																	
<b>Circulation/Holds</b> – items checked out and renewed (circulated) items and filled holds (library user or staff requested reservations) placed on library items.	20%																		
<b>Collection/Users</b> - the number of items in the collection held and the number of active users of the MEMBER LIBRARY	10%																		
<b>Total of all proportions.</b>	<b>100%</b>																		



**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

Each MEMBER LIBRARY then is assessed based upon their relative ratio of each of these areas.

*Table A-5- INDIVIDUAL LIBRARY AREA SPECIFIC RATIOS*

<b>Calculations for Annual Assessment Amount</b>	<b>Ratio</b>
<b>Core Access</b>	CoreRatio = 1 / Total Number of Libraries
<b>Transits</b>	TransitsRatio = Member Transits / Total Transits
<b>Staff</b>	StaffRatio = Member Staff / Total Staff
<b>Circulation/Holds</b> – items checked out and renewed (circulated) items and filled holds (library user or staff requested reservations) placed on library items.	CircHoldRatio = (Member Circulation + Member Holds) / (Total Circulation + Total Holds)
<b>Collection/Users</b> - the number of items in the collection held and the number of active users of the MEMBER LIBRARY	CollectionUserRatio = (Member Collection + Member Users) / (Total Collection + Total Users)

The annual assessment amount that will be distributed among the MEMBER LIBRARIES shall be assessed based upon this formula yearly and MEMBER LIBRARIES notified pursuant to this Agreement, Section 1 and subsection k.

This formula is subject to change based upon the dynamic nature of emerging technologies and their impact on the libraries. For example the shifts from tangible to intangible assets, such as going from physical books to electronic books (eBooks).

This formula is also subject to change based upon requests for additional resources and services from recommendations of the Network Steering Committee. These additional resources and services may impact the need for additional funds in the current year and in the future.

Changes to this formula will be communicated during the annual renewal period through written notification from the DISTRICT to the MEMBER LIBRARY.

The annual assessment for each MEMBER LIBRARY would be decided according to the following formula:

$$\begin{aligned}
 & \text{INDIVIDUAL MEMBER LIBRARY ASSESSMENT} \\
 & = \text{Sum of the } ( \text{TOTAL ANNUAL ASSESSMENT} \\
 & \quad \times \text{FUNCTIONAL AREA PROPORTION} \\
 & \quad \times \text{INDIVIDUAL LIBRARY AREA SPECIFIC RATIO} )
 \end{aligned}$$

Example: using the formula as given above with fictional values the result is as follows.

Step 1) Calculate the Annual Capital Assessment

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

*Table A-6- Example Annual Capital Assessment*

ILS Upgrade in FY15-16	\$ 600,000
Number of years	4
Net annual assessment	\$ 150,000

Step 2) Calculate the Annual Project Assessment

*Table A-7- Example Approved Project with a Multi-Year Annual Project Assessment*

Ebook subscription until FY15-16	\$ 100,000
Number of years	4
Net annual assessment	\$ 25,000

Step 3) Calculate the Total Annual Assessment

*Table A-8- Example Total Annual Assessment*

Net Annual Assessment	\$ 150,000
Projects	\$25,000
Total annual assessment	\$ 175,000

Step 4) Calculate the individual library assessment.

*Table A-9- Example Library Assessment for their portion of the \$175,000*

<b>Example Library Assessment</b>						
Functional Area	Overall Proportion of Annual Assessment	Overall Annual Assessment	NETWORK Functional Area Totals	LIBRARY Functional Area Inputs	LIBRARY Ratio	LIBRARY Assessment
Core Access	25%	\$ 43,750.00	40	1	2.500%	\$ 1,093.75
Transits	25%	\$ 43,750.00	236,701	1707	0.721%	\$ 315.51
Staff	20%	\$ 35,000.00	144.185	10	6.936%	\$ 2,427.44
Circulation and Holds	20%	\$ 35,000.00	2,580,605	17235	0.668%	\$ 233.75
Items and Users	10%	\$ 17,500.00	1,306,893	46805	3.581%	\$ 626.74
<b>Total</b>	<b>100%</b>	<b>\$175,000.00</b>				<b>\$ 4,697.19</b>
<b>LIBRARY % of Total</b>						<b>2.684%</b>

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

**Attachment B**

**Model for Annual Contribution to Public Libraries**

The Municipality for the given Public Library and the DISTRICT acknowledge that the services to be performed by the Public Library have a value to the residents of Yavapai County. The DISTRICT while under no obligation may provide a monetary contribution to the Public Library pursuant to A.R.S. 11-904. The amount of the contribution that the DISTRICT may provide to assist in the operation of the Public Library is as follows:

The annual contribution calculation is in two parts. The first part is calculating the amount that will be available to the Public Libraries. This amount is calculated as being the total taxes collected less the costs of operating the DISTRICT and the operation of the NETWORK.

Therefore, the general annual contribution total amount shall be based upon the following formula:

<b>Calculations for Funds Available</b>	
Total Tax Revenue Collected	Taxes
Operating Costs of the DISTRICT	District
Operating Costs of the NETWORK	Network
Total Funds Available	Taxes - (District + Network)

The formula for distribution shall be as presented in the following matrix that is applied to the funds available.

1. Five percent (5%) of the total funds available will be the base amount and apportioned to the Public Library based on the ratio of the number of Public Libraries associated with incorporated municipalities participating.
2. Five percent (5%) of the total funds available and apportioned based on the population of the incorporated municipality that is responsible for the Public Library divided by the total population of the County.
3. Fifty percent (50%) is based on total net assessed value of the property of the incorporated municipality that is responsible for the Public Library divided by the total net assessed value of the County.
4. Twenty percent (20%) is based on total amount of the circulation including renewals and intra-library loans received by the Public Library divided by the total number of the same for all of the libraries.
5. Ten percent (10%) of contribution is based on total number of active users of the Public Library divided by the total number of the same for all of the libraries.
6. Ten percent (10%) of contribution is based on total number of items held by the Public Library divided by the total number of the same for all of the libraries.

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

The MEMBER LIBRARY may choose to have the DISTRICT withhold a portion of the contribution for special projects that will be funded by the DISTRICT through reimbursement. Monies not expended by the MEMBER LIBRARY at the end of the April shall be forfeit back to the DISTRICT. The DISTRICT shall withhold from the contribution the annual assessment as defined in Attachment – A.

The annual contribution shall be distributed one-half in November and the balance in May less any withholding. The DISTRICT will provide a statement with the estimated contribution amount to the MEMBER LIBRARY no later than February of each year.

This formula is subject to change based upon the changing natures of emerging technologies and their impact on the libraries, shifts in population and changes in local governance.

Changes to this formula will be communicated during the annual renewal period through written notification from the DISTRICT to the MEMBER LIBRARY.

Therefore the contribution matrix is as follows:

<b>Contribution Ratios</b>	<b>Weight</b>	<b>Member Library Ratio</b>	<b>Resultant</b>
Basic Amount of Contribution	5%	1 / Total Number of Public Libraries Participating	Weight * Ratio * Funds Available
Population	5%	Member Population / Total Population of County	Weight * Ratio * Funds Available
Assessed Value	50%	Member Total Assessed Value / Total Assessed Value of County	Weight * Ratio * Funds Available
Circulation + Intra-Library Loans	20%	Member Circulation/Total Circulation	Weight * Ratio * Funds Available
Active Number of users	10%	Member users / Total users	Weight * Ratio * Funds Available
Items In MEMBER LIBRARY Collection	10%	Member Items / Total Items	Weight * Ratio * Funds Available
<b>TOTAL</b>	<b>100%</b>		<b>Sum is the Member Annual Contribution</b>

**LIBRARY SUPPORT AGREEMENT  
MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK**

Example: using the formula as given above with fictional values the result is as follows.

<b>Calculations for Funds Available</b>	
Total Tax Revenue Collected	\$ 2,500,000
Operating Costs of the DISTRICT	\$ 1,000,000
Operating Costs of the NETWORK	\$ 300,000
<b>Total Funds Available</b>	<b>\$ 1,200,000</b>

<b>Number of Public Libraries: 5</b>	<b>Total</b>	<b>Member Library</b>
Population	211,000	36,250
Assessed value	\$ 200,000,000	\$ 25,000,000
Circulation	2,500,000	500,000
Users	150,000	25,000
Items	1,250,000	100,500

The resulting contribution for the Public Library would then be as follows:

<b>Contribution Ratios</b>	<b>Weight</b>	<b>Member Library Ratio*</b>	<b>Resultant</b>
Basic Amount of Contribution	5%	$(1 / 5) = 20\%$	\$ 12,000
Population	5%	$(36,250 / 211,000) = 17\%$	\$ 10,308
Assessed Value	50%	$(25,000,000 / 200,000,000) = 13\%$	\$ 75,000
Circulation = (loans + Inter-Library Loans)	20%	$(500,000 / 2,500,000) = 20\%$	\$ 48,000
Active Number of Users	10%	$(25,000 / 150,000) = 17\%$	\$ 20,000
Items In MEMBER LIBRARY Collection	10%	$(100,500 / 1,250,000) = 8\%$	\$ 9,648
<b>TOTAL</b>	<b>100%</b>		<b>\$ 174,956</b>

\* Percentages are rounded for simplicity in this example.

# LIBRARY SUPPORT AGREEMENT MEMBERSHIP IN THE YAVAPAI LIBRARY NETWORK

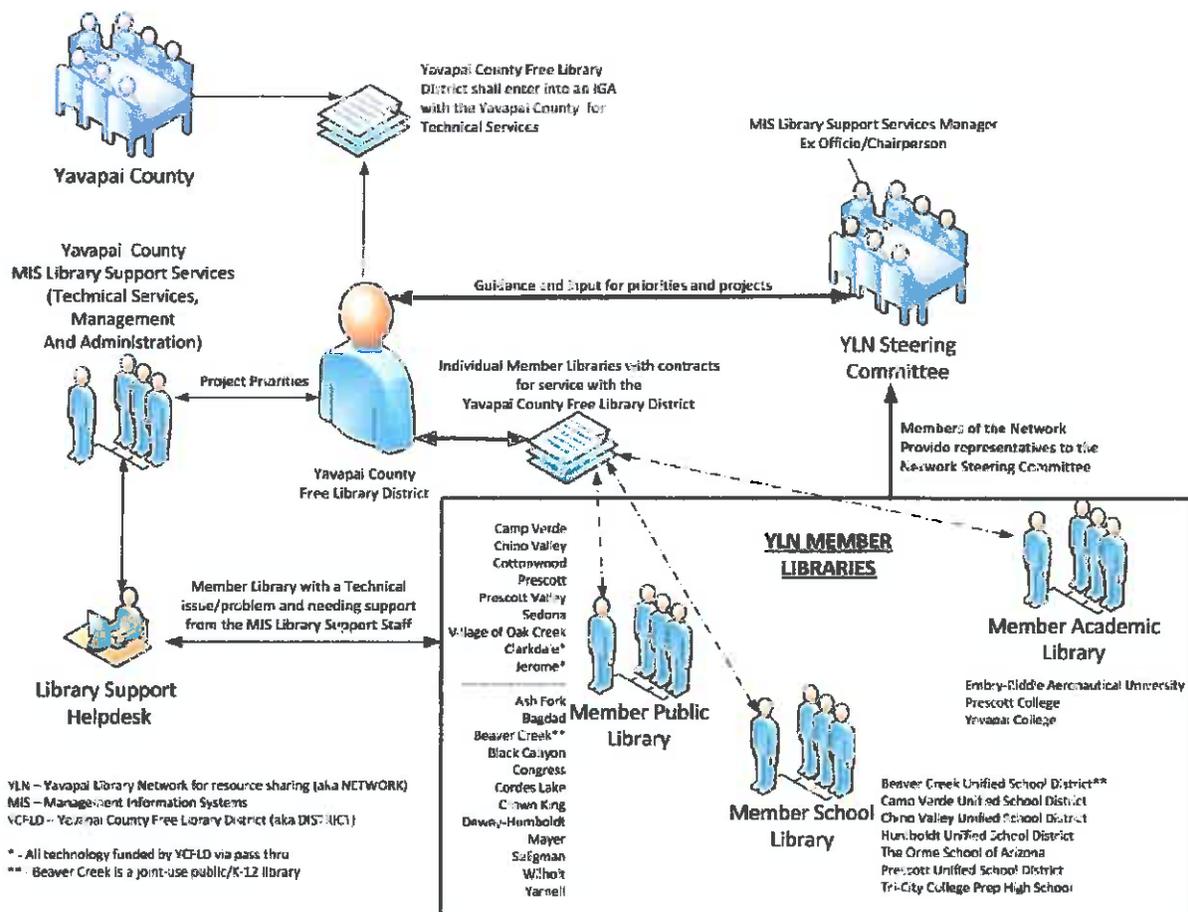
**Attachment C**

## NETWORK STEERING COMMITTEE

The NETWORK STEERING Committee is a body that serves the needs of all the MEMBER LIBRARIES. It is composed of representatives of the Library District, Public Libraries, Public and Private Schools, Colleges and Universities. Each MEMBER LIBRARY (signatory on this agreement) has a single representative seat on the committee. This representative is selected by the MEMBER LIBRARY to represent their interests and needs for library services.

The MIS Library Network Manager and the County MIS Director are ex-officio officers of the board.

This body is advisory in nature and helps the Library District Director in establishing priorities and the direction of the NETWORK. All decisions of the Committee must be ratified by the Library District Director who has sole authority over spending.



# Sample School District Agreement - informational purpose

## Attachment D

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, between the Governing Board of \_\_\_\_\_ of YAVAPAI County, a political subdivision of the State of Arizona (SCHOOL DISTRICT), and YAVAPAI COUNTY FREE LIBRARY DISTRICT ("Contractor") for the purpose of sharing information between the parties in a manner consistent with the Family Education Records Privacy Act of 1974 ("FERPA"), 20 U.S.C. §1232g, Code of Federal Regulations Title 34, Section 99, *et all*.

### Data Required

The following student information may be transferred to Contractor:

Last Name	Internet Permission	Homeroom Teacher
First Name	Graduation Year	Homeroom room number
Middle Name	Current School Grade	Homeroom time
Student ID	Mailing Address	School Code
SAIS	Email	Date of Birth
Interlibrary loan status	Phone Number	

### Agreement for Sharing of Data

FERPA describes circumstances under which the SCHOOL DISTRICT is authorized to release confidential data regarding individual students, teachers, and schools without prior parental consent in 20 U.S.C. §1232g(b). Confidential information may be disclosed to a contractor, consultant, volunteer or other party to whom an agency or institution has outsourced institutional services or functions as long as the information is released to no one other than the organization and is destroyed when no longer needed.

The following terms further specify the manner in which the SCHOOL DISTRICT agrees to share data with Contractor, subject to FERPA regulations:

I. PARTIES. The SCHOOL DISTRICT is a state Educational authority authorized to share information with contractors, consultants, volunteers, or other parties to whom an agency or institution has outsourced institutional services or functions, subject to FERPA, as authorized by 34 CFR Section 99.31(a)(1)(i)(B) *et all*. Contractor is contractor authorized to receive information to perform an institutional service or function subject to FERPA, as authorized by 34 C.F.R. Section 99.31(a)(1)(i)(B). To perform this function, the SCHOOL DISTRICT needs to share student data with the Contractor, some of which may allow the identification of individual students.

II. COMPLIANCE WITH FERPA. To effect the transfer of data subject to FERPA, Contractor agrees to:

1. In all respects comply with the provisions of FERPA. For purposes of this agreement, "FERPA" includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.
2. Use the data shared under this agreement for no purpose other than the contracted services pursuant to Section 99.31(a)(1)(i)(B) of Title 34 of the Code of Federal Regulations. Contractor further agrees not to share data received under this Agreement with any other entity without the SCHOOL DISTRICT approval. Contractor agrees to allow the Office of the State Auditor, subject to FERPA restrictions, access to data shared under this agreement and any relevant records of Contractor for purposes of completing authorized audits of the parties.
3. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal laws with respect to the data shared under this agreement. Contractor agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the work authorized under this Agreement.
4. Maintain all data obtained pursuant to this agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this agreement shall not under any circumstances transfer from the Contractor to any other institution or entity.
5. Not to disclose any data obtained under this agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. Contractor specifically agrees to abide by all SCHOOL DISTRICT policies and procedures regarding student records, and to require all employees, contractors and agents of any kind to also abide by those policies and procedures.
6. Not to provide any data obtained under this agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Section 99.31(6)(iv) of Title 34, Code of Federal Regulations.
7. RESERVED
8. Destroy all data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this agreement authorizes either party to maintain data beyond the time reasonably needed to complete the purpose of the request.

All data no longer needed shall be destroyed or returned to the SCHOOL DISTRICT in compliance with 34 CFR Section 99.31(6)(ii)(C)(4). Contractor agrees to require all employees, contractors, or agents of any kind to comply with this provision.

**III. DATA REQUESTS.** The SCHOOL DISTRICT may decline to comply with a request if it determines that providing the data requested would not be in the best interest of current or former students. All requests shall include a statement of the purpose for which it is requested and an estimation of the time needed to complete the project for which the data is requested. Data requests may be submitted by post, electronic mail or facsimile.

**IV. AUTHORIZED REPRESENTATIVE.** Contractor shall designate in writing a single authorized representative able to request data under this agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this agreement, including confirmation of the completion of any projects and the return or destruction data as required by this agreement. SCHOOL DISTRICT or its agents may upon request review the records required to be kept under this section.

**V. RELATED PARTIES.** Contractor represents that it is authorized to bind to the terms of this contract, including confidentiality and destruction or return of student data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or used in any way. This Agreement takes effect only upon acceptance by authorized representatives of Contractor, by which that institution agrees to abide by its terms and return or destroy all student data upon completion of the research for which it was intended or upon the termination of its current relationship with SCHOOL DISTRICT.

**VI. TERM.** This Agreement takes effect upon signature by the authorized representative of each party and will remain in effect until \_\_\_\_\_. The parties further understand that the SCHOOL DISTRICT may cancel this agreement at any time, upon thirty (30) days notice. The SCHOOL DISTRICT specifically reserves the right to cancel this agreement should the SCHOOL DISTRICT, in its sole discretion, determine that confidential student information has been released in a manner inconsistent with this agreement, has not been maintained in a secure manner, or that substantially similar data access has become generally available for research purposes through any other mechanism approved by the SCHOOL DISTRICT.

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

Accepted on behalf of the \_\_\_\_\_

By \_\_\_\_\_  
Authorized Representative

Entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Contractor

By \_\_\_\_\_  
of the Contractor

4 f



Town of Camp Verde

**Agenda Item Submission Form – Section I**

**Meeting Date:** October 17, 2012

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

**Requesting Department:** Finance

**Staff Resource/Contact Person:** Mike Showers

**Agenda Title (be exact):** Possible approval of Recommendations for FY12 year-end adjustments to the Budget and fund transfers.

**List Attached Documents:** 1) Recommendations for FY12 Year-end Adjustments.

**Estimated Presentation Time:** N/A

**Estimated Discussion Time:** N/A

**Reviews Completed by:**

- Department Head:                       Town Attorney Comments:

Finance Review:  Budgeted     Unbudgeted     N/A

**Finance Director Comments/Fund:**

**Fiscal Impact:** The General and HURF Funds will be reduced by \$38,632.78 and \$1,800.15 respectively.

**Comments:** These adjustments will remove fund deficits in the CIP and Debt Service Funds and better represent budget to actual comparisons. This will not create any issues with expenditure limitations for the year.

**Background Information:** None

**Recommended Action (Motion):** Approval of recommendations.

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

# **Recommendations for FY12 Year-end Adjustments**

## **Budget Adjustments**

- 1) Move \$83,058.45 in wages and ERE into the Economic Development department from various other departments to cover the planned expense of new ED Director.  
*Budget transfers will come from areas that were predetermined during the process of creating the Economic Development Director position. Moving the budget numbers will give a truer picture comparison of actual to budget expenses.*
- 2) Move Construction Tax Allocation budgets to new account locations.  
*The current accounts for these allocations are somewhat arbitrary and misleading. I have moved the accounts to fit within the established account structure.*
- 3) Move \$8,500 of budgeted operational expenses in Maintenance department from capital expense lines to operational expense lines.  
*Operational expenses have been coded to proper operational expense lines but the budgets were initially set within capital expense lines. This will give a better budget comparison for these lines.*
- 4) Move the budgeted \$13,021 Operating Transfer Out from YAN Fund to the General Fund.  
*The \$13,021 was actually made during last year's audit, however to the General Fund instead of the Library Fund. Though budgeted for this year already, it is in the wrong Fund.*

## **Operating Transfer Adjustments**

- 1) Increase the Operating Transfer from HURF Fund to Debt Fund by \$1,800.15 to cover actual interest expense of public works yard payments.  
*An annual account maintenance charge of \$1,800 was not budgeted for. The Debt services fund will have negative equity without the adjustment.*
  
- 2) Approve an increase of \$14,258 in Operating Transfers from the General Fund to the Library Fund.  
*This transfer was budgeted and made last year, however it was made to the General Fund instead of the Library Fund. This needs to be made to correct that adjustment.*

- 3) Approve Operating Transfer of \$5,566.07 from General Fund to Non-Federal Grant Fund to cover the budgeted shortage of funds from the LTAFII grant.

*Council approved a contract with NACOG in June of 2011 which required payments to NACOG in excess of LTAF II funding, effectively setting up the need for the General Fund transfers. The transfer was simply not budgeted.*

- 4) Approve Operating Transfer of \$18,808.71 from General Fund to CIP Fund to cover FY11 deficit.

*The FY11 budget created an 18,808.71 deficit in the CIP Fund as shown on the FY11 Audit. This transfer will bring the fund up to a zero/positive balance.*

***Net Operating Transfer Adjustments:***

*General Fund: Increase transfers out by.....\$19,824.07*  
*Non-Fed Grant Fund: Increase transfers in by...\$5,566.07*  
*Debt Service Fund: Increase transfers in by .....\$1,800.15*  
*Library Fund: Increase transfers in by.....\$14,258.00*  
*HURF Fund: Increase transfers out by.....\$1,800.15*

0/08/2012 9:17 AM  
LICENSES: 0002 THRU ZZZZZZZZZZ  
AID STATUS: ALL  
IC CODES: ALL

B U S I N E S S L I C E N S E L I S T  
SORTED BY: LICENSE NUMBER

PAGE:  
ORIGINATION DATES: 9/01/2012 TO 9/30/  
EFFECTIVE DATES: 0/00/0000 TO 99/99/  
EXPIRATION DATES: 0/00/0000 TO 99/99/

ID	CODE	NAME	MAILING ADDRESS	PROPERTY ADDRESS
401	CONT	ONE WAY ELECTRIC INC	KEVIN POCO 1625 W PARSONS RD PHOENIX, AZ 85085	1625 W PARSONS RED
402	SERV	BODY ART 4 FUN	MARY VOGEL 491 DAKOTA DR CAMP VERDE, AZ 86322	491 DAKOTA DR
403	ALDINC	FAIRWAY HOMES WEST INC	PAULA RIIPPINEN 1308 ALEXANDER AVE E FIFE, WA 98424	

TOTAL LICENSES: 3

7\*

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**QUARTERLY REPORT  
Board of Adjustments  
July - September 2012**

**REGULARLY SCHEDULED MEETINGS: 3**

July 10, 2012 – Regular Session  
CANCELLED, NO BUSINESS BEFORE BOARD

August 14, 2012 - Regular Session  
CANCELLED, NO BUSINESS BEFORE BOARD

September 11, 2012 - Regular Session  
CANCELLED, NO BUSINESS BEFORE BOARD

**SPECIAL SESSION MEETINGS:0**

**WORK SESSIONS: 0**

**THE FOLLOWING APPLICATIONS WERE APPROVED:**

No Applications were approved.

**THE FOLLOWING APPLICATIONS WERE DENIED:**

There were no applications denied.

**THE FOLLOWING APPEALS WERE DENIED:**

There were no appeals denied.

**THE FOLLOWING ITEMS WERE DISCUSSED BY BOARD:**

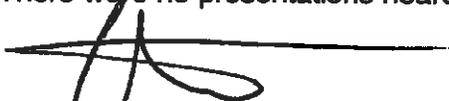
There were discussion of Use Permits, their purpose and function.

**THE FOLLOWING ITEMS WERE DISCUSSED IN WORK SESSIONS:**

There were no items discussed in work sessions.

**THE FOLLOWING PRESENTATIONS WERE HEARD BY THE BOARD:**

There were no presentations heard by the board.

  
Chairman Doug Stevens

8b.

**QUARTERLY REPORT  
Planning and Zoning Commission  
July - September 2012**

**REGULARLY SCHEDULED MEETINGS:** 1

**JOINT WORK SESSIONS:** 0

**SPECIAL SESSIONS:** 2

**THURSDAY JULY 12, 2012 – SPECIAL SESSION**

Roll call: Chairman Joe Butner, Commissioners Parrish, Freeman and Hough were present; Commissioner Hisrich arrived at 6:32 p.m.; Vice Chairperson Blue and Commissioner Norton were absent.

Also attending: Community Development Director Mike Jenkins, Building Official Robert Foreman and Recording Secretary Margaret Harper

**THURSDAY AUGUST 02, 2012 – SPECIAL SESSION**

No business scheduled before the Commission

**THURSDAY SEPTEMBER 06, 2012 – REGULAR SESSION**

Roll Call: Chairman Joe Butner, Vice Chairman Greg Blue, Commissioners, Howard Parrish, Chip Norton, and Freeman were present.

Also attending: Community Development Director Mike Jenkins, Building Official Robert Foreman and Recording Secretary Margaret Harper.

**THE FOLLOWING RECOMMENDATIONS WERE MADE TO COUNCIL:**

**July 12, 2012**

**Public Hearing, Discussion and Possible Recommendation to Council for Text Amendments to the Town of Camp Verde Planning & Zoning Ordinance under Part Three, Section 306, Item B (Mobile/Manufactured Home and Recreational Vehicle Park Standards), Item B.1.4, B.2.a & B.2.b changing the agency responsible for using a mobile home rehabilitation permit from the Town of Camp Verde to the Arizona Department of Fire, Building and Life Safety, Office of Manufactured Housing and removing the allowance to move a Mobile Home that was previously outside the Town Limits into the Town. (This item has been continued from the Planning and Zoning Commission Hearing of June 7, 2012)**

On a motion by Hough, seconded by Hisrich, the Commission unanimously voted to continue this Item 6 to the next meeting for further discussion.

Community Development Director Jenkins, said he was following up on a request from the Commission at the June 7<sup>th</sup> meeting for some input from the Town Attorney. He noted that the Town Attorney has provided some case law material for the members to read, together with his opinion that it appears that the Town would have the ability to at least prohibit mobiles that were previously outside the Town from being brought into the Town. Jenkins said that other communities have imposed the same prohibition, and to date there have been no court actions in protest. Jenkins also noted that Building Official Robert Foreman is in attendance. Foreman had crafted some of the language for the proposed text amendments, in particular the statement that "no mobile home may be moved into the Town of Camp Verde," which was the issue brought back for further discussion.

The Commission discussion on the proposed text amendments commenced with clarification from Foreman that even though a mobile home has been refurbished and inspected by the Housing Authority, it gains no different nomenclature but is still a mobile home; the plumbing, electrical wiring and mechanical have not been brought up to current code, and cosmetic repairs are not a part of the rehab. The discussion, with input from Foreman and Jenkins, included the measures available for keeping track of where mobiles are situated, and the requirements for moving a mobile out of the Town, or replacing it. And under no circumstances would that same mobile be allowed to be returned to the Town.

Item 2c, on Page 4, was addressed, and it was determined that language be added to specify "within the Town of Camp Verde" in connection with moving a mobile home from one property or park to another. There was a suggestion to add a section to Item 2, possibly 2f, regarding the

Butner suggested adding the following language: "This section is not applicable to the mobile home that is occupied by the owner, and will remain occupied by the owner after it has been moved, for at least one year." After further discussion, it was agreed to continue consideration of this item to a later date; Jenkins confirmed that no time limit has been imposed on arriving at the subject text amendments for presentation to the Council.

**THE FOLLOWING PRESENTATIONS WERE HEARD BY THE COMMISSION:**

There were no presentation heard by the Commission.

**THE FOLLOWING ITEMS WERE TABLED, POSTPONED OR CONTINUED BY THE COMMISSION:**

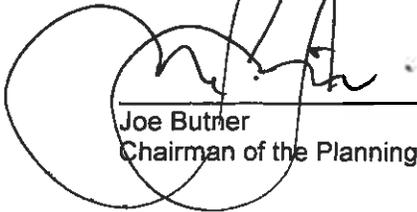
Meeting of July 12, 2012 was continued to September 6, 2012. The meeting of September 6, 2012 was continued to October 4, 2012.

**THE FOLLOWING ITEMS WERE DISCUSSED BY THE COMMISSION:**

**TRAINING:** None

**COMMENTS:**

There were no comments.

A handwritten signature in black ink, appearing to read "Joe Butner", is written over a horizontal line. The signature is stylized and somewhat cursive.

Joe Butner  
Chairman of the Planning and Zoning Commission

8 c

## FORT VERDE STATE HISTORIC PARK

(Quarterly Report FY 13 – July- September 2012)

**VOLUNTEERS:** During this period, the Town of Camp Verde has an extension of the current IGA. In September the extension was extended another three months until December of 2012. Our partnership has allowed us to continue the operations at Fort Verde.

### SPECIAL EVENTS:

**Corn Fest – July 20-21st, 2012** The annual Corn Fest event was held primarily on the Town soccer field. We normally host a Vintage Baseball game in conjunction with this event, but there were a few glitches as we were waiting on the new uniforms and the opposing team from Phoenix had to cancel due to unforeseen circumstances.

**FY 13 Stats:** Attendance: 109 / Revenue: \$ 585.38 (includes pubs & gift shop)

**National Night Out - Tuesday, August 7, 2012** - 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 Museum building and historic homes along Officer's Row. We again thank our volunteers for dressing in period clothing and providing living history presentations.

**Free Fourth Fridays – July 27<sup>th</sup>, August 24<sup>th</sup> and September 28<sup>th</sup>** - During the summer months Fort Verde was open to the public for the Free Fourth Fridays series. Attendance averaged less than 10 customers per night. A suggestion was made by some volunteers that maybe the FFF should focus on kids programming for the summer and reopens the fort when there are cooler temperatures, from Sept –May, to also save money

**Colonel's Daughter, September 30, 2012: A Camp Verde tradition ... the Colonels' Daughter Contest**, hosted by the Camp Verde Cavalry. The young ladies worked hard in preparation for this contest. This year they have over 9 young ladies compete for the Title of "Colonel's Daughter". Over 75 residents showed their community support and residents attended this successful event.



## MAINTENANCE PROJECTS:

During this past quarter our volunteers painted the interior of the Men's public restroom, as well as the walls in the administration building. All summer long we also painted the interior trim in the administration building.

Arizona State Parks contracted out Adobe Specialist Reggie McKay to complete the restoration of the Kid's Room, located upstairs in the Commanding Officer's Quarters (COQ).

**Kid's Room Before Restoration**



**Reggie applying lime plaster**



**Restoration project is almost complete**



Reggie is also completing the restoration / lime plaster of the adobe walls on the East side of the Bachelor's Officer's Quarters and the Surgeon's Quarters. Historically, lime plaster is what was used on these adobe walls.

**BEFORE**



**AFTER**



**FUTURE PROJECTS:** Complete a plethora of painting projects in the restrooms and throughout the park, replace broken window panes/rotted out wood in the public restrooms and the park, build Indian Scout Video frame, ridge cap kiosk repairs, restore rooms in the Surgeon's Quarters and plant the winter garden.

**ADDITIONAL INFORMATION:**

- Park Manager Stubler attended several Regional meetings, as Arizona State Parks is going through a new "Personnel Reform" that is being mandated by ADOA (AZ Department of Administration).
- We have been extremely short on volunteers due to summer vacations, family emergencies, etc. With the FY13 budget, we have a few more seasonal hours, which will allow us to hire a part-time ranger 500 hours/year. Our goal is to operate this park, not in survival mode, but in a way, in which we can have staff and/or volunteers to lead guided tours, conduct presentations and enhance the customer's experience. It's going to take time to get to where we want we want to be.
- We were asked to remove the ASP/Fort Verde Exhibits from the old Chamber Center and are currently looking for other locations to help promote the park(s). See attached photos of exhibits.



**REVENUE & ATTENDANCE - Comparison from last year's stats is as follows:**

**July 2011**

Attendance: 984  
 Revenue: \$ 3,056.00  
 Pubs/Gift Shop Revenue: \$1,171.70  
 Volunteer Hours: 189.5

**July 2012**

Attendance: 800  
 Revenue: \$3,593.00  
 Pubs/Gift Shop Revenue: \$1,106.18  
 Volunteer Hours: 126.50

**August 2011**

Attendance: 495  
 Revenue: \$1,736.00  
 Pubs/Gift Shop Revenue: \$762.92  
 Volunteer Hours: 338.5

**August 2012**

Attendance: 477  
 Revenue: \$2,196.02  
 Pubs/Gift Shop Revenue: \$1,609.44  
 Volunteer Hours: 239

**September 2011**

Attendance: 857  
 Revenue: \$2,558.00  
 Pubs/Gift Shop Revenue: \$820.53  
 Volunteer Hours: 281.5

**September 2012**

Attendance: 900  
 Revenue: \$3,761.02  
 Pubs/Gift Shop Revenue: \$1,648.63  
 Volunteer Hours: 311.50

*"We thank Town staff and volunteers for their continued efforts at Fort Verde"*



Town of Camp Verde

**Meeting Date: October 17, 2012**

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

**Requesting Department:** Economic Development

**Staff Resource/Contact Person:** Mel Preston, Director

**Agenda Title (be exact):** Discussion, consideration and possible approval of a defined area in the downtown identified as an Entertainment District, pursuant to A.R.S. §4-207 allowing the Town of Camp Verde to approve on a case-by-case basis, exemptions from the distance restrictions for the issuance of certain liquor licenses for establishments in relation to public, private or charter schools or places of worship.

**List Attached Documents:**

1. A.R.S. §4-207
2. HB 2596
3. Map outlining proposed boundaries

**Estimated Presentation Time:** 10 minutes

**Estimated Discussion Time:** 10 minutes

**Reviews Completed by:**

**Department Head: Russ Martin**

**Comments:** Other than defining areas of Entertainment, Artistic and Cultural Venues, the Entertainment District only applies to liquor licenses that are restricted from locating within 300 feet, which is measured, as a straight line, from the property of the business to the property of the Church or Public or Charter School. In the case of recreational fencing on churches and schools, the fencing is considered the edge of the property.

Currently certain types of liquor licenses such as those for restaurants and hotels/motels are able to locate next to any church or school throughout the Town. This legislation allows for Cities, on a case by case basis, to approve the location of additional types of liquor licenses near churches, public or charter schools only if they are located in an Entertainment District.

The Town of Clarkdale intends to pursue designation of an Entertainment District sometime during the upcoming year, as they have experienced issues with new businesses seeking liquor licenses in the downtown. The Town sees it as a need to encourage planned growth and redevelopment of the downtown. In addition, other Arizona cities and towns have established designated Entertainment Districts and include: Scottsdale, Peoria, Phoenix, Glendale, and Prescott Valley.

The proposed boundaries are identified on Attachment 3. Primarily, the areas encompassed in the district will include Main Street businesses and extend onto Montezuma Castle Highway to Zellner Lane, town facilities, and Fort Verde State Historic Park. Smaller adjacent areas are included and identified on the map.

**Town Attorney Comments:**

**Finance Department**

**Fiscal Impact:** N/A

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

**Comments:**

**Background Information:**

On April 26, 2010 the State Legislature approved HB 2596 which allows for Cities to designate an entertainment district – defined as an area with a significant number of Entertainment, Artistic and Cultural Venues, including Music Halls, Concert Facilities, Theaters, Arenas, Stadiums, Museums, Studios, Galleries, Restaurants, Bars and other related facilities.

Any person seeking a liquor license would follow the normal procedure - this does not interfere with any aspect or requirement to obtain a liquor license. The application for exemption will only be needed if: 1) the place the applicant would like to locate is within 300 of a church, public or charter school, 2) they are requesting a type of license that is currently restricted from being located there, and 3) the location is within the map boundaries. We expect very few requests that meet all these conditions. For applications that do meet these conditions the applicant would have to meet all of the liquor license requirements and obtain Mayor and Council approval for the license, and also obtain Mayor and Council approval for the location/use as well. Businesses can continue the liquor license application with the state without approval; however, they must go through an appeal process to do so. The state relies heavily upon local recommendation or denial of any liquor license and notes it as a requirement on the liquor license application. The Department of Liquor Licenses and Control Web site states,

*“if the local governing body;*

- disapproves the application, or*
- offers a “no recommendation”, or*
- if protests have been filed with the Department of Liquor Licenses and Control, the application must be set for a hearing before the State Liquor Board.*

*f) hearings may be conducted by the board or a designated hearing officer. The purpose of a hearing is to consider all evidence and testimony in favor of or opposed to the granting of a liquor license. The applicant for a new license bears the burden of demonstrating his or her “capability, qualification, and reliability”. In addition, the applicant for a new license bears the burden of demonstrating that the granting of a license is in “the best interest of the community”. In a person-to-person transfer of a liquor license, the applicant of a new liquor license need only prove his or her “capability, qualification, and reliability”. In a location-to-location transfer of a liquor license, the applicant of a new liquor license need only prove that the license is in “the best interest of the community”.*

A legislative change was made since last year. Public schools are exempt, as well as charter and private schools and churches. Previous legislation excluded public schools from the statute, thus many towns and cities adopted resolutions that do not include public schools in their language.

On September 24, 2012, a public meeting was held to discuss designation of the area. Two additional meetings were held with concerned citizens, one on October 3 and another on October 4. Comments, considerations and boundary modifications were included in the drafting of this document.

**Recommended Action (Motion):** Approve the defined area in the downtown identified as an Entertainment District, pursuant to A.R.S. SS4-207 allowing the Town of Camp Verde to approve on a case-by-case basis, exemptions from the distance restrictions for the issuance of certain liquor licenses for establishments in relation public and charter schools or places of worship.

**Instructions to the Clerk:** None at this time.

the same premises shall be owned by and issued to the same licensee. The limitation set forth in subsection F **OF THIS SECTION** with respect to the off-sale privileges of the beer and wine bar licenses shall be measured against the on-sales of beer and wine sales of the establishment. For purposes of compliance with section 4-205.02, subsection H, paragraph 2, it shall be conclusively presumed that all on premises sales of spirituous liquors are made under the authority of the restaurant license.

J. An applicant for a liquor store license or **A BEER AND WINE STORE LICENSE AND** the licensee of a liquor store license **OR A BEER AND WINE STORE LICENSE** may apply for sampling privileges associated with the license. **A BEER AND WINE STORE PREMISES SHALL CONTAIN AT LEAST FIVE THOUSAND SQUARE FEET IN ORDER TO BE ELIGIBLE FOR SAMPLING PRIVILEGES.** A person desiring a sampling privilege associated with a liquor store license shall apply to the director on a form prescribed and furnished by the director. The application for sampling privileges may be filed for an existing license or may be submitted with an initial license application. The request for sampling approval, the review of the application and the issuance of approval shall be conducted under the same procedures for the issuance of a spirituous liquor license prescribed in section 4-201. After a sampling privilege has been issued for a liquor store license **OR A BEER AND WINE STORE LICENSE**, the sampling privilege shall be noted on the license itself and in the records of the department. The sampling rights associated with a license are not transferable. **UNTIL JANUARY 1, 2015, THE DIRECTOR MAY CHARGE A FEE FOR PROCESSING THE APPLICATION FOR SAMPLING PRIVILEGES AND A RENEWAL FEE AS PROVIDED IN THIS SECTION. A CITY OR TOWN SHALL NOT CHARGE ANY FEE RELATING TO THE ISSUANCE OR RENEWAL OF A SAMPLING PRIVILEGE.** Notwithstanding section 4-244, paragraph 19, a liquor store licensee that holds a license with sampling privileges may provide spirituous liquor sampling subject to the following requirements:

1. Any open product shall be kept locked by the licensee when the sampling area is not staffed.
2. The licensee is otherwise subject to all other provisions of this title. The licensee is liable for any violation of this title committed in connection with the sampling.
3. The licensed retailer shall make sales of sampled products from the licensed retail premises.
4. The licensee shall not charge any customer for the sampling of any products.
5. The sampling shall be conducted under the supervision of an employee of a sponsoring distiller, vintner, brewer, wholesaler or retail licensee.
6. Accurate records of sampling products dispensed shall be retained by the licensee.
7. Sampling shall be limited to three ounces of beer or cooler-type products, one ounce of wine and one ounce of distilled spirits per person, per brand, per day.
8. The sampling shall be conducted only on the licensed premises.

K. If a beer and wine bar license and a beer and wine store license are issued at the same premises, for purposes of reporting liquor purchases under each license, all spirituous beverages purchased for sampling are conclusively presumed to be purchased under the beer and wine bar license and all spirituous liquor sold off-sale are conclusively presumed to be purchased under the beer and wine store license.

**L. THE DIRECTOR MAY ISSUE A BEER AND WINE STORE LICENSE TO THE HOLDER OF A BAR LICENSE SIMULTANEOUSLY AT THE SAME PREMISES. AN APPLICANT FOR A BEER AND WINE STORE LICENSE AND A BAR LICENSE MAY CONSOLIDATE THE APPLICATION AND MAY APPLY FOR BOTH LICENSES AT THE SAME TIME. THE HOLDER OF EACH LICENSE SHALL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THIS TITLE. A BEER AND WINE STORE LICENSE AND A BAR LICENSE ON THE SAME PREMISES SHALL BE OWNED BY AND ISSUED TO THE SAME LICENSEE. IF A BEER AND WINE STORE LICENSE AND A BAR LICENSE ARE ISSUED AT THE SAME PREMISES, FOR PURPOSES OF REPORTING LIQUOR PURCHASES UNDER EACH LICENSE, ALL OFF-SALE BEER AND WINE SALES ARE CONCLUSIVELY PRESUMED TO BE PURCHASED UNDER THE BEER AND WINE STORE LICENSE.**

**A.R.S. §4-207. Restrictions on licensing premises near school or church buildings; definitions**

A. A retailer's license shall not be issued for any premises which are, at the time the license application is received by the director, within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building. This section does not prohibit the renewal of a valid license issued pursuant to this title if, on the date that the original application for the license is filed, the premises were not within three hundred horizontal feet of a



church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building.

B. Subsection A of this section does not apply to a:

1. Restaurant issued a license pursuant to section 4-205.02.
2. Special event license issued pursuant to section 4-203.02.
3. Hotel-motel issued a license pursuant to section 4-205.01.
4. Government license issued pursuant to section 4-205.03.
5. Fenced playing area of a golf course issued a license pursuant to this article.

C. Notwithstanding subsection A of this section:

1. A spirituous liquor license which is validly issued and which is, on the date an application for a transfer is filed, within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building may be transferred person to person pursuant to sections 4-201, 4-202 and 4-203 and remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

2. A person may be issued a spirituous liquor license pursuant to sections 4-201, 4-202 and 4-203 of the same class for premises which have a nontransferable spirituous liquor license validly issued if the premises are, on the date an application for such license is filed, within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building and the license remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

3. A person may be issued a liquor store license pursuant to sections 4-201, 4-202, 4-203 and 4-206.01 for premises which have a beer and wine store license validly issued if the premises, on the date an application for such license is filed, are within three hundred horizontal feet of a church, within three hundred horizontal feet of a public or private school building with kindergarten programs or any of grades one through twelve or within three hundred horizontal feet of a fenced recreational area adjacent to such school building and the license remains in full force until the license is terminated in any manner, unless renewed pursuant to section 4-209, subsection A.

4. The governing body of a city or town, on a case-by-case basis, may approve an exemption from the distance restrictions prescribed in this section for a church or charter school that is located in an area that is designated an entertainment district by the governing body of that city or town. A city or town with a population of at least five hundred thousand persons may designate no more than three entertainment districts within the boundaries of the city or town pursuant to this paragraph. A city or town with a population of at least two hundred thousand persons but less than five hundred thousand persons may designate no more than two entertainment districts within the boundaries of the city or town pursuant to this paragraph. A city or town with a population of less than two hundred thousand persons may designate no more than one entertainment district within the boundaries of the city or town pursuant to this paragraph.

**5. A PERSON MAY BE ISSUED A BEER AND WINE STORE LICENSE PURSUANT TO SECTIONS 4-201, 4-202, 4-203 AND 4-206.01 FOR PREMISES THAT HAVE A LIQUOR STORE LICENSE VALIDLY ISSUED IF THE PREMISES, ON THE DATE OF AN APPLICATION FOR WHICH SUCH LICENSE IS FILED, ARE WITHIN THREE HUNDRED HORIZONTAL FEET OF A CHURCH, WITHIN THREE HUNDRED HORIZONTAL FEET OF A PUBLIC OR PRIVATE SCHOOL BUILDING WITHIN KINDERGARTEN PROGRAMS OR ANY OF GRADES ONE THROUGH TWELVE OR WITHIN THREE HUNDRED HORIZONTAL FEET OF A FENCED RECREATION AREA ADJACENT TO SUCH SCHOOL BUILDING AND THE LICENSE REMAINS IN FULL FORCE UNTIL THE LICENSE IS TERMINATED IN ANY MANNER, UNLESS RENEWED PURSUANT TO SECTION 4-209, SUBSECTION A.**

D. For the purposes of this section:

1. "Church" means a building which is erected or converted for use as a church, where services are regularly convened, which is used primarily for religious worship and schooling and which a reasonable person would conclude is a church by reason of design, signs or architectural or other features.

2. "Entertainment district" means a specific contiguous area that is designated an entertainment district by a resolution adopted by the governing body of a city or town, that consists of no more than one square mile, that is no less than one-eighth of a mile in width and that contains a significant number of

entertainment, artistic and cultural venues, including music halls, concert facilities, theaters, arenas, stadiums, museums, studios, galleries, restaurants, bars and other related facilities.

**A.R.S. §4-207.01. Submission of floor plan required; alteration of licensed premises; ingress and egress to off-sale package sales in on-sale licensed premises**

A. No licensee of premises approved for transfer or an original location of on-sale spirituous liquor license shall open such licensed premises to the public for sale of spirituous liquor until the licensee shall first have filed with the director floor plans and diagrams completely disclosing and designating the physical arrangement of the licensed premises, including whether the licensee intends to sell spirituous liquor by means of a drive-through or other physical feature of the licensed premises that allows a customer to purchase spirituous liquor without leaving the customer's vehicle, and shall have secured the written approval of the director to so open and operate such premises.

B. No licensee shall alter or change the physical arrangement of his licensed premises so as to encompass greater space or the use of different or additional entrances, openings or accommodations than the space, entrance or entrances, openings or accommodations offered to the public at the time of issuance of the licensee's license or a prior written approval of the licensed premises, without first having filed with the director floor plans and diagrams completely disclosing and designating the proposed physical alterations of the licensed premises, including the addition of a drive-through or other physical feature to the licensed premises that allows a customer to purchase spirituous liquor without leaving the customer's vehicle, and shall have secured the written approval by the director. **UNTIL JANUARY 1, 2015, THE DIRECTOR MAY CHARGE A FEE FOR REVIEW OF FLOOR PLANS AND DIAGRAMS SUBMITTED BY A LICENSEE PURSUANT TO THIS SECTION.**

C. The provisions of this section shall not be construed to prohibit in any way off-sale package sales in on-sale licensed premises, but the permission to open the premises to the public under subsections A and B shall not be granted if the licensee under the privilege provided for off-sale under an on-sale license proposes to maintain an off-sale operation with ingress and egress directly from the outside of such premises to such off-sale operation other than the ingress and egress provided for the on-sale operation of the licensed premises.

D. The provisions of this section shall apply to all applications, transfers and alterations.

**A.R.S. §4-208. Rejection as to location**

A. The director shall not accept an application nor issue a license to sell or deal in spirituous liquors at a location for which a prior application has been rejected until twelve months after the date of the prior rejection.

B. No application for a license to deal in spirituous liquors shall be filed with nor accepted by the director within five years after the date of the rejection of the last of two previous applications at the same location has been rejected by the board or the director on the basis of lack of public convenience and necessity or denied on appeal pursuant to section 4-211. It shall be incumbent upon the applicant for a license filed after the expiration of the five-year period to establish that there have been significant changes of fact in respect to the location which justify the issuance of a license to deal in spirituous liquor.

**A.R.S. §4-209. Fees for license, application, issuance, renewal and transfer; late renewal penalty; seasonal operation; surcharges**

A. A fee shall accompany an application for an original license or transfer of a license, or in case of renewal, shall be paid in advance. Every license expires annually. A licensee who fails to renew the license on or before the due date shall pay a penalty of one hundred fifty dollars which the licensee shall pay with the renewal fee. A license renewal that is deposited, properly addressed and postage prepaid in an official depository of the United States mail on or before the due date shall be deemed filed and received by the department on the date shown by the postmark or other official mark of the United States postal service stamped on the envelope. If the due date falls on a Saturday, Sunday or other legal holiday, the renewal shall be considered timely if it is received by the department on the next business day. The director may waive a late renewal penalty if good cause is shown by the licensee. A licensee who fails to renew the license on or before the due date may not sell, purchase or otherwise deal in spirituous liquor until the license is renewed. A license which is not renewed within sixty days after the due date is deemed terminated. The director may renew the terminated license if good cause is shown by the licensee. An application fee for an original license or the transfer of a license shall be one hundred dollars, which shall be retained by this state.

Senate Engrossed House Bill

State of Arizona  
House of Representatives  
Forty-ninth Legislature  
Second Regular Session  
2010

## HOUSE BILL 2596

AN ACT

AMENDING SECTIONS 4-207 AND 41-1493, ARIZONA REVISED STATUTES; AMENDING TITLE 41, CHAPTER 9, ARTICLE 9, ARIZONA REVISED STATUTES, BY ADDING SECTION 41-1493.03; RELATING TO THE FREE EXERCISE OF RELIGION.

(TEXT OF BILL BEGINS ON NEXT PAGE)

1 Be it enacted by the Legislature of the State of Arizona:

2 Section 1. Section 4-207, Arizona Revised Statutes, is amended to  
3 read:

4 4-207. Restrictions on licensing premises near school or church  
5 buildings: definitions

6 A. A retailer's license shall not be issued for any premises which  
7 are, at the time the license application is received by the director, within  
8 three hundred horizontal feet of a church, within three hundred horizontal  
9 feet of a public or private school building with kindergarten programs or any  
10 of grades one through twelve or within three hundred horizontal feet of a  
11 fenced recreational area adjacent to such school building. This section does  
12 not prohibit the renewal of a valid license issued pursuant to this title if,  
13 on the date that the original application for the license is filed, the  
14 premises were not within three hundred horizontal feet of a church, within  
15 three hundred horizontal feet of a public or private school building with  
16 kindergarten programs or any of grades one through twelve or within three  
17 hundred horizontal feet of a fenced recreational area adjacent to such school  
18 building.

19 B. Subsection A of this section does not apply to a:

- 20 1. Restaurant issued a license pursuant to section 4-205.02.
- 21 2. Special event license issued pursuant to section 4-203.02.
- 22 3. Hotel-motel issued a license pursuant to section 4-205.01.
- 23 4. Government license issued pursuant to section 4-205.03.
- 24 5. Fenced playing area of a golf course issued a license pursuant to

25 this article.

26 C. Notwithstanding subsection A of this section:

27 1. A spirituous liquor license which is validly issued and which is,  
28 on the date an application for a transfer is filed, within three hundred  
29 horizontal feet of a church, within three hundred horizontal feet of a public  
30 or private school building with kindergarten programs or any of grades one  
31 through twelve or within three hundred horizontal feet of a fenced  
32 recreational area adjacent to such school building may be transferred person  
33 to person pursuant to sections 4-201, 4-202 and 4-203 and remains in full  
34 force until the license is terminated in any manner, unless renewed pursuant  
35 to section 4-209, subsection A.

36 2. A person may be issued a spirituous liquor license pursuant to  
37 sections 4-201, 4-202 and 4-203 of the same class for premises which have a  
38 nontransferable spirituous liquor license validly issued if the premises are,  
39 on the date an application for such license is filed, within three hundred  
40 horizontal feet of a church, within three hundred horizontal feet of a public  
41 or private school building with kindergarten programs or any of grades one  
42 through twelve or within three hundred horizontal feet of a fenced  
43 recreational area adjacent to such school building and the license remains in  
44 full force until the license is terminated in any manner, unless renewed  
45 pursuant to section 4-209, subsection A.

1 3. A person may be issued a liquor store license pursuant to sections  
2 4-201, 4-202, 4-203 and 4-206.01 for premises which have a beer and wine  
3 store license validly issued if the premises, on the date an application for  
4 such license is filed, are within three hundred horizontal feet of a church,  
5 within three hundred horizontal feet of a public or private school building  
6 with kindergarten programs or any of grades one through twelve or within  
7 three hundred horizontal feet of a fenced recreational area adjacent to such  
8 school building and the license remains in full force until the license is  
9 terminated in any manner, unless renewed pursuant to section 4-209,  
10 subsection A.

11 4. THE GOVERNING BODY OF A CITY OR TOWN, ON A CASE-BY-CASE BASIS, MAY  
12 APPROVE AN EXEMPTION FROM THE DISTANCE RESTRICTIONS PRESCRIBED IN THIS  
13 SECTION FOR A CHURCH OR CHARTER SCHOOL THAT IS LOCATED IN AN AREA THAT IS  
14 DESIGNATED AN ENTERTAINMENT DISTRICT BY THE GOVERNING BODY OF THAT CITY OR  
15 TOWN. A CITY OR TOWN WITH A POPULATION OF AT LEAST FIVE HUNDRED THOUSAND  
16 PERSONS MAY DESIGNATE NO MORE THAN THREE ENTERTAINMENT DISTRICTS WITHIN THE  
17 BOUNDARIES OF THE CITY OR TOWN PURSUANT TO THIS PARAGRAPH. A CITY OR TOWN  
18 WITH A POPULATION OF AT LEAST TWO HUNDRED THOUSAND PERSONS BUT LESS THAN FIVE  
19 HUNDRED THOUSAND PERSONS MAY DESIGNATE NO MORE THAN TWO ENTERTAINMENT  
20 DISTRICTS WITHIN THE BOUNDARIES OF THE CITY OR TOWN PURSUANT TO THIS  
21 PARAGRAPH. A CITY OR TOWN WITH A POPULATION OF LESS THAN TWO HUNDRED  
22 THOUSAND PERSONS MAY DESIGNATE NO MORE THAN ONE ENTERTAINMENT DISTRICT WITHIN  
23 THE BOUNDARIES OF THE CITY OR TOWN PURSUANT TO THIS PARAGRAPH.

24 D. For the purposes of this section:

25 1. "Church" means a building which is erected or converted for use as  
26 a church, where services are regularly convened, which is used primarily for  
27 religious worship and schooling and which a reasonable person would conclude  
28 is a church by reason of design, signs or architectural or other features.

29 2. "ENTERTAINMENT DISTRICT" MEANS A SPECIFIC CONTIGUOUS AREA THAT IS  
30 DESIGNATED AN ENTERTAINMENT DISTRICT BY A RESOLUTION ADOPTED BY THE GOVERNING  
31 BODY OF A CITY OR TOWN, THAT CONSISTS OF NO MORE THAN ONE SQUARE MILE, THAT  
32 IS NO LESS THAN ONE-EIGHTH OF A MILE IN WIDTH AND THAT CONTAINS A SIGNIFICANT  
33 NUMBER OF ENTERTAINMENT, ARTISTIC AND CULTURAL VENUES, INCLUDING MUSIC HALLS,  
34 CONCERT FACILITIES, THEATERS, ARENAS, STADIUMS, MUSEUMS, STUDIOS, GALLERIES,  
35 RESTAURANTS, BARS AND OTHER RELATED FACILITIES.

36 Sec. 2. Section 41-1493, Arizona Revised Statutes, is amended to read:  
37 41-1493. Definitions

38 In this article, unless the context otherwise requires:

39 1. "Demonstrates" means meets the burdens of going forward with the  
40 evidence and of persuasion.

41 2. "Exercise of religion" means the ability to act or refusal to act  
42 in a manner substantially motivated by a religious belief, whether or not the  
43 exercise is compulsory or central to a larger system of religious belief.

44 3. "Government" includes this state and any agency or political  
45 subdivision of this state.

1           4. "NONRELIGIOUS ASSEMBLY OR INSTITUTION" INCLUDES ALL MEMBERSHIP  
2 ORGANIZATIONS, THEATERS, CULTURAL CENTERS, DANCE HALLS, FRATERNAL ORDERS,  
3 AMPHITHEATERS AND PLACES OF PUBLIC ASSEMBLY REGARDLESS OF SIZE THAT A  
4 GOVERNMENT OR POLITICAL SUBDIVISION ALLOWS TO MEET IN A ZONING DISTRICT BY  
5 CODE OR ORDINANCE OR BY PRACTICE.

6           5. "PERSON" INCLUDES A RELIGIOUS ASSEMBLY OR INSTITUTION.

7           ~~4.~~ 6. "Political subdivision" includes any county, city, including a  
8 charter city, town, school district, municipal corporation or special  
9 district, any board, commission or agency of a county, city, including a  
10 charter city, town, school district, municipal corporation or special  
11 district or any other local public agency.

12           7. "RELIGION-NEUTRAL ZONING STANDARDS":

13           (a) MEANS NUMERICALLY DEFINABLE STANDARDS SUCH AS MAXIMUM OCCUPANCY  
14 CODES, HEIGHT RESTRICTIONS, SETBACKS, FIRE CODES, PARKING SPACE REQUIREMENTS,  
15 SEWER CAPACITY LIMITATIONS AND TRAFFIC CONGESTION LIMITATIONS.

16           (b) DOES NOT INCLUDE:

17           (i) SYNERGY WITH USES THAT A GOVERNMENT HOLDS AS MORE DESIRABLE.

18           (ii) THE ABILITY TO RAISE TAX REVENUES.

19           8. "SUITABLE ALTERNATE PROPERTY" MEANS A FINANCIALLY FEASIBLE PROPERTY  
20 CONSIDERING THE PERSON'S REVENUE SOURCES AND OTHER FINANCIAL OBLIGATIONS WITH  
21 RESPECT TO THE PERSON'S EXERCISE OF RELIGION AND WITH RELATION TO SPENDING  
22 THAT IS IN THE SAME ZONING DISTRICT OR IN A CONTIGUOUS AREA THAT THE PERSON  
23 FINDS ACCEPTABLE FOR CONDUCTING THE PERSON'S RELIGIOUS MISSION AND THAT IS  
24 LARGE ENOUGH TO FULLY ACCOMMODATE THE CURRENT AND PROJECTED SEATING CAPACITY  
25 REQUIREMENTS OF THE PERSON IN A MANNER THAT THE PERSON DEEMS SUITABLE FOR THE  
26 PERSON'S RELIGIOUS MISSION.

27           9. "UNREASONABLE BURDEN" MEANS THAT A PERSON IS PREVENTED FROM USING  
28 THE PERSON'S PROPERTY IN A MANNER THAT THE PERSON FINDS SATISFACTORY TO  
29 FULFILL THE PERSON'S RELIGIOUS MISSION.

30           Sec. 3. Title 41, chapter 9, article 9, Arizona Revised Statutes, is  
31 amended by adding section 41-1493.03, to read:

32           41-1493.03. Free exercise of religion; land use regulation

33           A. GOVERNMENT SHALL NOT IMPOSE OR IMPLEMENT A LAND USE REGULATION IN A  
34 MANNER THAT IMPOSES AN UNREASONABLE BURDEN ON A PERSON'S EXERCISE OF  
35 RELIGION, REGARDLESS OF A COMPELLING GOVERNMENTAL INTEREST, UNLESS THE  
36 GOVERNMENT DEMONSTRATES ONE OF THE FOLLOWING:

37           1. THAT THE PERSON'S EXERCISE OF RELIGION AT A PARTICULAR LOCATION  
38 VIOLATES RELIGION-NEUTRAL ZONING STANDARDS ENACTED INTO THE GOVERNMENT'S LAWS  
39 AT THE TIME OF THE PERSON'S APPLICATION FOR A PERMIT.

40           2. THAT THE PERSON'S EXERCISE OF RELIGION AT A PARTICULAR LOCATION  
41 WOULD BE HAZARDOUS DUE TO TOXIC USES IN ADJACENT PROPERTIES.

42           3. THE EXISTENCE OF A SUITABLE ALTERNATE PROPERTY THE PERSON COULD USE  
43 FOR THE EXERCISE OF RELIGION.

1           B. GOVERNMENT SHALL NOT IMPOSE OR IMPLEMENT A LAND USE REGULATION IN A  
2 MANNER THAT TREATS A RELIGIOUS ASSEMBLY OR INSTITUTION ON LESS THAN EQUAL  
3 TERMS WITH A NONRELIGIOUS ASSEMBLY OR INSTITUTION, REGARDLESS OF A COMPELLING  
4 GOVERNMENTAL INTEREST.

5           C. GOVERNMENT SHALL NOT IMPOSE OR IMPLEMENT A LAND USE REGULATION IN A  
6 MANNER THAT DISCRIMINATES AGAINST AN ASSEMBLY OR INSTITUTION ON THE BASIS OF  
7 RELIGION, REGARDLESS OF A COMPELLING GOVERNMENTAL INTEREST.

8           D. GOVERNMENT SHALL NOT IMPOSE OR IMPLEMENT A LAND USE REGULATION IN A  
9 MANNER THAT COMPLETELY EXCLUDES A RELIGIOUS ASSEMBLY OR INSTITUTION FROM A  
10 JURISDICTION OR UNREASONABLY LIMITS RELIGIOUS ASSEMBLIES, INSTITUTIONS OR  
11 STRUCTURES WITHIN A JURISDICTION, REGARDLESS OF A COMPELLING GOVERNMENTAL  
12 INTEREST.

**"Proposed Entertainment District"  
Camp Verde, Arizona  
September 24, 2012**



# Proposed Entertainment District Downtown Camp Verde, AZ

October 17, 2012



## **What is a Downtown Entertainment District?**

On April 26, 2010 the State Legislature approved HB 2596 which allows for cities and town to designate an entertainment district – defined as an area with a significant number of Entertainment, Artistic and Cultural Venues, including Music Halls, Concert Facilities, Theaters, Arenas, Stadiums, Museums, Studios, Galleries, Restaurants, Bars and other related facilities.



## What is the purpose of an Entertainment District?

Other than defining areas of Entertainment, Artistic and Cultural Venues, the Entertainment District only applies to liquor licenses that are restricted from locating within 300 feet, which is measured, as a straight line, from the property of the business to the property of the Church or Public or Charter School. In the case of recreational fencing on churches and schools, the fencing is considered the edge of the property. Legislation changed since last year, and “public schools” was added to the statute as an exemption.



## What is the purpose of an Entertainment District?

Currently certain types of liquor licenses such as those for restaurants and hotels/motels are able to locate next to any church or school throughout the Town. This legislation allows for cities, on a case by case basis, to approve the location of additional types of liquor licenses near churches or charter schools only if they are located in an Entertainment District.



## What are the benefits of an Entertainment District?

***MORE CONTROL AT LOCAL LEVEL, vs. the state making the decision for us.***

Having an Entertainment District designation provides more local control to what kinds of liquor licenses can locate next to Churches or Charter Schools. The district provides options for the development of businesses downtown, vacant buildings and areas that have been hard to revitalize due to the current restrictions. New business ventures such as grocery stores, wine bars, and vendors would be possible on a case by case exemption process that only the Town can grant, whereas the state cannot.



## What are the benefits of an Entertainment District?

**NO COST MARKETING TOOL.**

*“Camp Verde has an Entertainment District? Wow, we need to check that out!”*

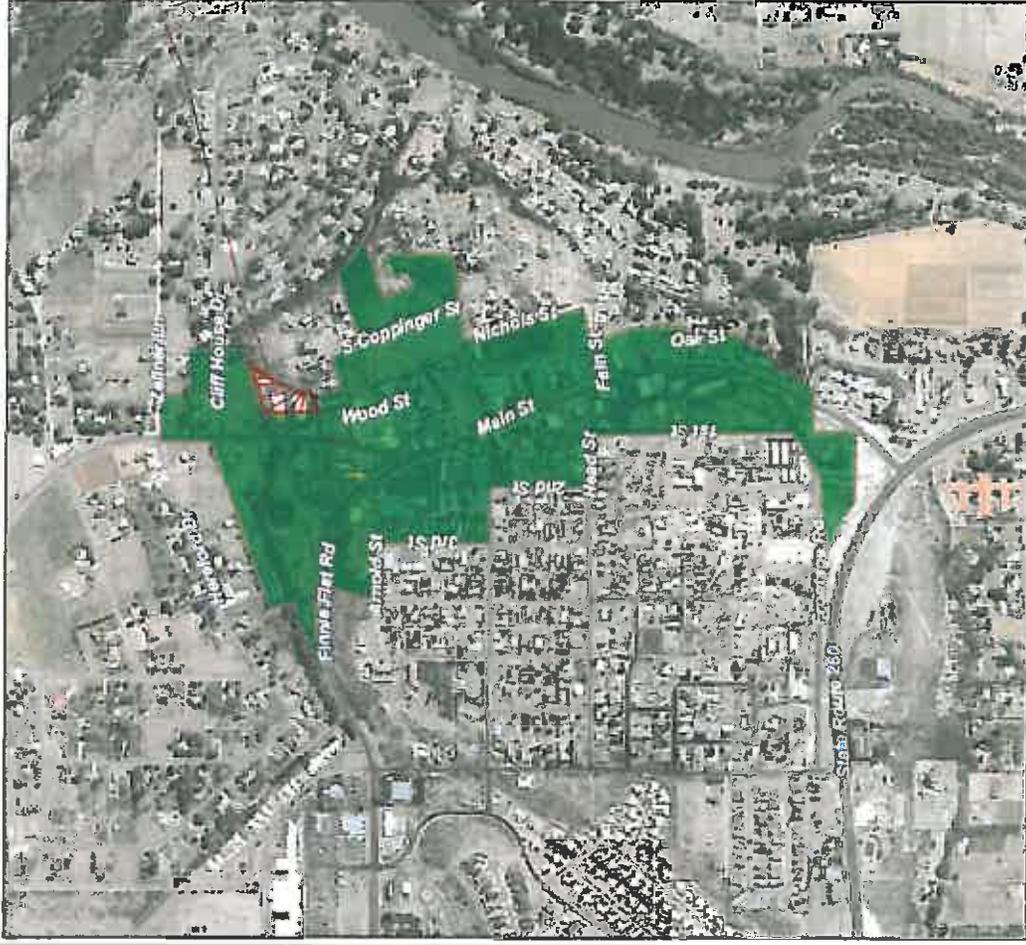
Staff may come to the public proposing other designations in the future to include a Historic District or Heritage Area, for the purpose of drawing attention to the cultural components of the downtown visitor destinations.



# Proposed boundaries for downtown entertainment district



"Proposed Entertainment District"  
Camp Verde, Arizona  
September 24, 2012



# Proposed boundaries for downtown entertainment district



## "Proposed Entertainment District" Camp Verde, Arizona September 24, 2012



## How were the boundaries of the district determined?

Keeping Main Street as the focus, staff identified commercial property within the restricted *under-one-square-mile* designation. This map shows *PROPOSED* boundaries. Public input and Council direction will determine final area designation.



Thank you!

Comments/Questions?

