



AGENDA
SPECIAL SESSION FOLLOWED BY WORK SESSION
MAYOR AND COMMON COUNCIL
Of the TOWN OF CAMP VERDE
COUNCIL CHAMBERS · 473 S. Main Street, Room #106
WEDNESDAY, DECEMBER 9, 2015 at 5:00 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. **Discussion, consideration and possible approval of Camp Verde Water System, Inc. Franchise Agreement.** Note: Council may vote to go into Executive Session pursuant to ARS 38-431.03 (A)(3) for legal advice.
5. **Discussion, consideration and possible approval of Resolution 2015-944, a Resolution of the Mayor and Town Council of the Town of Camp Verde, Yavapai County, Arizona, deeming the granting of a franchise to Camp Verde Water System, Inc. beneficial to the Town, and calling a Special Election set for March 8, 2016 to submit the question to the qualified electors as to whether or not the franchise shall be granted.** Staff Resource: Russ Martin
6. **Discussion with Street Supervisor Stacy Perry, and possible direction to staff regarding, but not limited to, inventory of roads, future plans moving forward, the current road conditions, maintenance of private roads, what is allowed and what is not allowed.**
7. **Adjournment**

Posted by:

Date/Time:

12/03/15 4:02 PM

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.



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: August 26, 2015

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

Requesting Department:

Staff Resource/Contact Person:

Agenda Title (be exact):

Discussion, consideration and possible approval of Camp Verde Water System, Inc. Franchise Agreement.
Note: Council may vote to go into Executive Session pursuant to ARS 38-431.03 (A)(3) for legal advice.

List Attached Documents:

Copy of Franchise Agreement

Estimated Presentation Time:

Estimated Discussion Time:

Reviews Completed by:

Department Head: _____ Town Attorney Comments: N/A

Finance Department N/A

Fiscal Impact: None

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

Comments:

Background Information:

Recommended Action (Motion):

Instructions to the Clerk: None

FRANCHISE AGREEMENT

FOR

CAMP VERDE WATER SYSTEM, INC.

TOWN OF CAMP VERDE, ARIZONA

Section 1 – Grant of Franchise

There is hereby granted to Camp Verde Water System, Inc., a corporation organized and existing under and by virtue of the laws of the State of Arizona (herein called “Grantee”), the right, privilege, and franchise to construct, maintain, and operate upon, over, along, across, and under the present and future public rights-of-way, (including, but not limited to streets, alleys, ways, highways, and bridges), in the Town of Camp Verde, Arizona (herein called “Municipality”) water lines, pipes, and mains, together with all necessary or desirable appurtenances, (including, but not limited to valves, fittings, valve boxes, risers, fire hydrants, manholes, control devices, meters, meter boxes, and meter vaults) for its own use (herein called “Franchise”), for the purpose of supplying water to the Municipality, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof, for all purposes allowable under state law.

Any water service furnished by the Grantee to the Municipality itself or to any water improvement district within the Municipality shall be the subject of a separate agreement and shall not be governed by the provisions of this Franchise and Franchise Agreement.

The Franchise hereby granted may not be transferred in whole or in part by the Grantee, its successors and assigns, without the prior consent of the Council of the Municipality, which consent shall not be unreasonably or arbitrarily withheld. No consent shall be required in connection with an assignment made as security pursuant to a mortgage or deed of trust in connection with subsequent transfers made pursuant to any such instrument. No consent by Municipality shall be required in the case of transfers of controlling interest in the utility or controlling interest in the utility’s operating plant among members of the Bullard family, or involving trusts whose beneficiaries are members of the Bullard family. Upon the occasion of any transfer subject to review by the Municipality, Grantee shall make disclosure and application to the Municipality for consent. The Municipality shall promptly act on any application so received.

Section 2- Grantee’s Compliance with Municipality Practice; Plans Submitted for Approval; Municipality Construction Near Grantee’s Facilities

All construction under this Franchise shall be performed in accordance with established practices

of the Municipality with respect to such public rights-of-way and road standard ordinances. Before Grantee makes any installations in the public rights-of-way, Grantee shall submit for approval a map showing the location of such proposed installations to the Municipality's Director of Public Works or Council.

If the Municipality undertakes either directly or through a contractor any construction project adjacent to or near the Grantee's facilities pursuant to this Franchise and Franchise Agreement, the Municipality shall include in all such construction specifications, bids, and contracts, a requirement that, as part of the cost of the project, the contractor or his designee shall compensate the Grantee for the temporary removal, barricading or draining of Grantee's lines, mains or equipment, the location of which may create an unsafe condition in view of the equipment to be utilized or the methods of construction to be followed by the Municipality or its contractor or his designee. Municipality or its contractor or his designee shall also compensate the Grantee for the temporary removal, barricading or draining of Grantee's lines, mains, or equipment for a time period of more than four (4) hours for the Grantee to provide alternative water service to its affected customers. Such temporary removal, barricading or draining of Grantee's lines, mains, or equipment shall only be undertaken by Grantee or its designee. This requirement will not apply to construction by third parties that may affect the Grantee's facilities where Municipality is not undertaking the construction pursuant to this Franchise and Franchise Agreement.

Further, such construction as referenced herein shall conform to any and all applicable federal, state, and local laws and regulations, including but not limited to those of the Arizona Corporation Commission and the Arizona State Department of Health Services.

Section 3- Construction and Relocation of Grantee's Facilities; Payment

The lines or related facilities installed or constructed pursuant to this Franchise shall be so located or relocated and so erected as to minimize the interference with traffic, or other authorized uses over, under or through the public rights-of-way. Those phases of construction of Grantee's facilities relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of lines and related facilities herein provided for shall be subject to established practices with respect to such public rights-of-way by the Council or the Municipality. The Grantee shall keep accurate records of the location of all facilities in the public rights-of-way and furnish them to the Municipality upon request. Upon completion of new or relocation construction of underground facilities in the public rights-of-way, the Grantee shall provide the Director of Public Works or Council with corrected drawings showing the actual location of the underground facilities in those cases where the actual location differs significantly from the proposed location approved in the plans on file with the Municipality.

A Municipality shall bear the entire cost of relocating Grantee's facilities located within public rights-of-way, a relocation of which is necessary for Municipality's carrying out its functions. Further, such construction and/or relocation shall conform to any and all applicable federal, state, and local laws and regulations, including but not limited to those of the Arizona Corporation Commission and the Arizona Department of Health Services.

B. If the Municipality relocates the Grantee's facilities for any reason, the cost of relocation to the Municipality shall not include any upgrade or improvement of Grantee's facilities as they existed prior to relocation.

C. The Municipality shall not exercise its right to require Grantee's facilities to be relocated in an unreasonable or arbitrary manner. The Municipality shall consult with the Grantee in the planting of trees or the construction of structures in the public rights-of-way where Grantee's underground water lines or other appurtenances currently exist. The Grantee and the Municipality may agree to cooperate on the location and the relocation of other facilities in the public rights-of-way.

D. In the event of a proposal by the Municipality to purchase the assets of Grantee, the Municipality shall be liable for reimbursement of any expense incurred within the previous twelve (12) months for relocations demanded or directed by the Municipality, as well as for the interim period from the Municipality's proposal to the time of the actual conveyance of the assets.

Section 4: Indemnification

The Municipality shall indemnify and hold the Grantee, its officers, directors, agents, and employees harmless from any and all claims, demands, causes of action, damages, liability, costs, losses, or expenses incurred by the Grantee as a result of the failure of the Municipality to comply with the requirements of Sections 2, 3, and 14 of this Franchise and/or Franchise Agreement. Except as provided in this Section's preceding sentence, the Grantee shall save the Municipality harmless from any expenses and losses incurred as a result of injury or damage to third persons occasioned by the exercise of this Franchise by Grantee.

Section 5: Restoration of Rights-of-Way

Whenever the Grantee shall cause any opening or alteration whatever to be made for any purpose in any public right-of-way, the work shall be completed with due diligence within a reasonably prompt time, and the Grantee shall, upon completion of such work, restore the property to meet applicable road standard ordinances.

Section 6: Fees

Grantee agrees to pay Municipality in consideration of the grant of this Franchise, a sum equal to two percent (2%) of the gross receipts of Grantee from the sale by it of water at retail for residential and commercial purposes, as determined by Grantee's revenue of the previous month, or if such time occurs that revenues should be adjusted during the franchise period for reasons other than a change in the standard of 2% of the gross receipts for retail residential and commercial purposes as a fee, within the present and any future corporate limits of Municipality that are within the Grantee's Certificate of Convenience and Necessity, as shown by Grantee's billing records ("Franchise Fee"). This Franchise Fee shall be due and payable monthly and shall be in lieu of all fees or charges for permits or licenses issued for the construction of Grantee's facilities hereunder or for inspections thereof. For the purpose of verifying the amounts payable hereunder, the books and records of Grantee shall be subject to inspection by duly authorized officers or representatives of Municipality at reasonable times.

Grantee may deduct from the Franchise Fee any tax or license paid by it or levied by Municipality exclusively upon utilities, up to the amount payable under the terms of this Section, unless Municipality's tax ordinances authorize the utility tax to be offset by the amount of any Franchise Fee paid pursuant to a Franchise and Franchise Agreement, in which event the entire 2% Franchise Fee shall be paid and the utility tax offset thereby.

The amount payable under the Franchise Fee shall not be reduced by reason of the payment of any general ad valorem taxes, assessments for special improvements, general sales or transaction privilege license taxes, or any similar general levy measured by Grantee's receipts or sales within Municipality, provided the amount of such sales tax or similar levy may be lawfully and specifically added to Grantee's customer's bills.

Notwithstanding any provision contained herein to the contrary, the total amount of taxes, levies, assessments, and Franchise Fees paid by Grantee shall not exceed five (5%) percent of gross receipts of Grantee from the sale by it of water at retail for residential and commercial purposes within the corporate limits of Municipality.

Section 7: Scope of Information

Unless otherwise specified, all of Grantee's recordkeeping and disclosure obligations under this Franchise Agreement and Franchise include and are limited to information relating to this Franchise Agreement and Franchise or to Grantee's rights or obligations under this Franchise Agreement and Franchise.

Section 8: Business License

Notwithstanding any provision to the contrary, the Grantee shall, in addition to the payment provided in section 6, pay any occupation tax established by the Municipality, provided the tax is a flat fee per year and that the annual amount of such fee does not exceed the amount of fees paid by any other similar business operated within the Municipality.

Section 9: Term

This Franchise shall continue and exist for a period of twenty-five (25) years from the date this Agreement is signed by the Municipality and Grantee, provided, however, that either party may terminate this Franchise on its tenth (10th) anniversary by giving written notice of its intentions to do so not less than one (1) year before the date of termination. If such notice is given for the purpose of negotiating a new franchise and such negotiation is successful, the party giving the notice of termination shall be responsible for the costs of the resulting franchise election.

If the Municipality's election, verification by the Municipality of the results of the franchise election or the sixty (60) day timeframe for filing of written acceptance by Grantee does not occur prior to the ending date in the current Franchise Agreement, the current Franchise Agreement's terms shall extend until sixty (60) days after the Municipality's verification of the franchise election results to allow Grantee sufficient time to file its written acceptance of the new Franchise Agreement with the clerk of the Municipality.

This Franchise Agreement and Franchise shall become effective and completely terminate and supersede the prior franchise agreement and franchise as of the date of this Franchise Agreement and Franchise.

This Franchise and Franchise Agreement shall be void and of no effect if written acceptance thereof by the Grantee is not filed in the office of the Clerk of the Municipality until sixty (60) days after the Municipality's verification of the franchise election results.

Section 10: Non-Exclusive Franchise

This Franchise is not exclusive, and nothing herein contained shall be construed to prevent the Municipality from granting other like or similar grants or privileges to any other person, firm or corporation.

Section 11: Conflicting Ordinances

All ordinances and parts of ordinances in conflict with the provisions hereof, to the extent applicable to a franchised water public service corporation, are hereby repealed.

Section 12: Independent, Severable Provisions

If any section, paragraph, clause, phrase or provision of this Franchise and Franchise Agreement, other than Section 6, shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise and Franchise Agreement as a whole or any part of the provisions hereof other than the part so adjudged invalid or unconstitutional. If Section 6 shall be adjudged invalid or unconstitutional in whole or in part by a final judgment of a court of law, after all appeals have been exhausted, this Franchise and Franchise Agreement shall immediately terminate and shall be of no further force or effect.

Section 13: Condemnation; Right Reserved by Municipality

The Municipality reserves the right and power to purchase and condemn the plant, which includes distribution facilities and other property of the Grantee within the corporate limits or any additions thereto, as provided by law.

Section 14: Municipality Use of Facility

In consideration of this Franchise and Franchise Agreement and the rights granted hereby, the Municipality shall have the right to place, maintain, and operate on the lines of the Grantee, its successors, and assigns, erected and maintained upon and along the public rights-of-way any and all pipes, brackets and appurtenances (other than steps or climbing devices), which the Municipality may install and/or own during the term and period of this Franchise and Franchise Agreement, for its municipal fire alarm and police telephone or other municipal communications services utilized for a governmental function, free of any charges for the use of the Grantee's lines; provided, however, all such systems, the installation and maintenance thereof, shall comply with the applicable requirements of the Occupational Safety and Health Act and the National Water Safety Code, as amended, and any applicable requirements of the Arizona Corporation Commission and the Arizona Department of Health Services, in addition to any and all applicable federal, state, and local laws and regulations, and only after written notice to the Grantee; provided however that the Grantee shall assume no liability nor be put to any additional expense in connection therewith and provided, further, that the Municipality's use thereof shall be in such manner as not to interfere with the Grantee's use of its facilities.

Section 15: Expiration

The Municipality and Grantee hereby expressly agree that the following provision shall survive the termination or expiration of this Franchise and Franchise Agreement:

Upon the termination or expiration of the Franchise and Franchise Agreement, if the Grantee shall not have acquired and accepted an extension or renewal hereof or acquired or accepted a franchise license agreement from Municipality, it may remove its facilities and system within the Municipality or at its option, may continue operating its facilities and system within the Municipality, but it shall be required to obtain proper permits each time it makes additional extensions upon, over, along, across and under the public rights-of-way within the Municipality unless or until such time as a new franchise or franchise license is obtained or the system and facilities are removed or are acquired by the Municipality through the exercise of its power of eminent domain. Grantee's and Grantor's right to its plant, facilities and its operation thereof shall be as their respective interest shall then appear.

Section 16: Election

Grantee shall pay all costs associated with the franchise election required under A.R.S. § 9-501 et seq. by reimbursement to the Municipality if it is a special election duly and regularly called by the governing body of the Municipality for that purpose, excepting the referenced franchise election in Section 9 hereunder.

TOWN OF CAMP VERDE

CAMP VERDE WATER SYSTEM, INC.

Mayor

President

ATTEST:

Town Clerk

Secretary

APPROVED AS TO FORM:

Town Attorney

Attorney for Camp Verde Water System, Inc.



RESOLUTION 2015-944

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE
TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA,
DEEMING THE GRANTING OF A FRANCHISE TO
CAMP VERDE WATER COMPANY, INC
BENEFICIAL TO THE TOWN, AND CALLING A
SPECIAL ELECTON SET FOR MARCH 8, 2016
TO SUBMIT THE QUESTION TO THE QUALIFIED ELECTORS
AS TO WHETHER OR NOT THE FRANCHISE SHALL BE GRANTED**

WHEREAS, Camp Verde Water System, Inc., a corporation organized and existing under and by virtue of the laws of the State of Arizona, has presented a Franchise Agreement to the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, for the granting to Camp Verde Water System, Inc. of a utilities franchise, pursuant to A.R.S. 9-502(A); and

WHEREAS, the Town Council has reviewed said Franchise Agreement and find that said franchise is deemed to be in the best interest of the public health, welfare and safety of the Town and its citizens, pursuant to A.R.S. 9-502(B); and

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

Section 1: That the question of whether or not the franchise shall be granted to Camp Verde Water System, Inc. will be determined at a Special Election scheduled set for March 8, 2016. Said election shall be held in compliance with A.R.S. 16-204 by submitting the following question to the voters of the Town of Camp Verde.

CAMP VERDE WATER SYSTEM, INC FRANCHISE

SHALL A FRANCHISE BE GRANTED TO CAMP VERDE WATER SYSTEM, INC., AN ARIZONA CORPORATION, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE A WATER UTILITY SYSTEM IN THE TOWN OF CAMP VERDE, ARIZONA, AND FUTURE ADDITIONS THERETO, IN ACCORDANCE WITH THE FRANCHISE AGREEMENT THAT WAS SUBMITTED TO THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, BY SAID CAMP VERDE WATER SYSTEM, INC. AND IS FILED IN THE RECORDS OF SAID TOWN.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF
CAMP VERDE THIS __ DAY OF DECEMBER, 2015.

Charles German, Mayor

ATTEST:

APPROVED AS TO FORM:

Virginia Jones, Town Clerk

William Sims, Town Attorney



Agenda Item Submission Form – Section I

Meeting Date: December 9, 2015

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

Requesting Department:

Staff Resource/Contact Person:

Agenda Title (be exact):

Discussion with Street Supervisor Stacy Perry, and possible direction to staff regarding, but not limited to, inventory of roads, future plans moving forward, the current road conditions, maintenance of private roads, what is allowed and what is not allowed.

List Attached Documents:

- Minutes dated 01-10-2001-Establishing a policy to cease public maintenance on private roads.
- Minutes dated 03-14-2001-Public Hearing concerning Public Maintenance of private roads.
- Minutes dated 05-23-2001-Possible acceptance of pre-1950 roads and maintenance.

Estimated Presentation Time:

Estimated Discussion Time:

Reviews Completed by:

- Department Head: _____
 Town Attorney Comments: N/A
 Finance Department N/A
 Fiscal Impact: None
 Budget Code: N/A Amount Remaining: _____
 Comments: _____

Background Information:

Recommended Action (Motion):

Instructions to the Clerk: None

MINUTES
EXECUTIVE/SPECIAL/WORK SESSIONS
COUNCIL CHAMBERS
473 S. Main, Room 106
WEDNESDAY, JANUARY 10, 2001
5:00 P.M.

I. EXECUTIVE SESSION:

1. Call to Order

Mayor Miller called the meeting to order at 5:03 p.m.

2. Roll Call

Mayor Miller, Vice Mayor Hauser, Councilors Baker, Dickinson, Giola and Redinger were present. Councilor Eberhard was absent.

Discussion of the Following:

3. Interviews of Applicants for the Magistrate Position per A.R.S. 530-431.03 (A)(1)
Council interviewed Mr. Dan Bell and Mr. Lyndall McElhanev for the Magistrate position.

4. Adjournment

The meeting was adjourned at 6:27 p.m.

II. SPECIAL SESSION:

1. Call to Order

Mayor Miller called the Special Session to order at 6:30 p.m.

2. Possible Appointment of Magistrate

On a motion by Redinger, seconded by Hauser, the Council voted to offer the position to Lyndall McElhanev with staff to negotiate a contract. Baker and Dickinson voted no, the motion carried.

3. Adjournment

The meeting was adjourned at 6:35 p.m.

III. WORK SESSION

1. Call to Order

Mayor Miller called the meeting to order at 6:37 p.m. Manager Roberts, Attorney Ron Ramsey, Finance Director Dane Bullard and Parks & Recreation Director Bill Lee were present at the Work Session.

2. Establishing a policy to cease public maintenance of private roads.

Manager Roberts advised that Council needed to establish a consistent policy with regard to maintenance of private roads. He said that the Town was not only in violation of laws by spending public monies to improve private property, but that the policy was exposing the Town to the probability of legal action if someone were hurt.

Council discussed the need to advise the property owners and residents of any public hearings that would be held on the roads, road standards and various methods of notification including GIS, mail and door hangers. Mayor Miller opened the item for public input.

Public Input:

Perry Hayden advised that he lives on Doug's Park Road. He thanked the Building Department staff for their inspection efforts. He said that he disagreed with the liability issue and that the property owners were Camp Verde citizens, tax payers, and entitled to the same benefits. He also said that the road should be kept in its rural state, without a 60' right-of-way.

Bullard stated he was concerned that the funds allocated to the CIP committee went from \$750 to \$5,000. He also noted that GADA was a very competent organization.

Eberhard noted that the point of this CIP is to get public input and the consultant did not place enough value on this criterion.

Council took no action on this item.

Baker summarized that it is very important to be a member of the team and to let those in charge be in charge and to avoid dominating the other members.

Public Input:

Linda Welsch stated she was concerned that the committee had digressed to just two of the members making the decisions rather than a number of members.

5. **Possible Approval of the General Plan Update Process**

Roberts stated that staff needs direction for this process and suggested a Joint Work Session.

Miller stated that a meeting needs to be scheduled as mandated and that it would be helpful to work together.

Eberhard stated that according to statute/Growing Smarter Act that Planning and Zoning is responsible for effectuation of Plan.

On a motion by Eberhard, seconded by Redinger, the Council voted unanimously to set a joint Work Session with the Planning and Zoning Commission on March 29th at 6:30 p.m.

6. **Public Hearing concerning Public Maintenance of Private Roads**

Manager Roberts stated that the Town needs to do something as Court cases have set a precedence whereby private streets cannot be paved with public funds unless those streets have been maintained for more than ten years prior to 1960.

Lee explained that some private roads have been maintained for more than ten years and gave the example of Black Bridge Loop Road.

Public Hearing:

Doug's Park Road;

Perry Haden asked if the Town would be required to accept Doug's Park Road for maintenance.

Richard Allen who is in a wheel chair stated he had calluses on his hands from traveling on Town roads that were not bladed.

Lee Harvey stated that there are safety concerns on this road.

McGinn stated that the Town is currently required to maintain 50 feet of right-of-way and 24 feet of paved road.

Roberts stated that Council has the authority to establish different standards.

Wallace Dickinson stated that the Town has been maintaining roads for 15-16 years and asked why it was now against the law.

An unknown speaker asked why property owners won't dedicate these roads to the Town. He also asked why the County maintained the roads and the Town does not.

Roberts stated that the County should not have done this and this situation is common in rural areas. He provided the scenario; citizen's private lawns are not mowed by the Town.

Hoser Lane;

Karen Barr stated Black Bridge Loop Road has been there since 1960 and it is maintained and used by the Camp Verde Marshal's Office and the library and it should be turned back to a dirt road.

Lee Halsey stated that when the Town incorporated that committee promised better-maintained roads.

WD Lane;

Wayne Dickinson requested that the Town maintain this road as both the Town and the County had done so in the past.

Que Pasa;

Donna Hromada requested courtesy blading as there is a very dangerous intersection on this road.

Private (2nd 1/2);

Mr. Kirkendahl stated that the 1877 USGS maps indicated this was is was a private drive.

S. Middle Verde Rd.

Bill Allen stated that maintenance on this road was traded out when he was ditch manager.

Zellner;

Harold Kilby stated this road has been maintained since 1965 and that nine residents have been there since the 1950's.

Peterson/Wilson Rd.

Kay Stokes stated that this road had been maintained since the 1950's and wanted her taxes refunded.

Roberts responded that no taxes are directly associated with roads and any funds available for paving are used for public roads.

Dickinson Circle;

An unknown individual stated that Dickinson Circle is used by UPS, Federal Express and emergency vehicles, so it should be maintained as it is a benefit to the community. He also stated that property owners in Prescott all pay to have their roads maintained.

Wot Evans; no comment

Newton Lane;

Carol Ferguson stated that school busses, mail service, emergency vehicles and garbage trucks are impacted by the new road closure. This has also caused additional traffic on Horseshoe Bend Dr.

Bronco Road;

Pauline Freeman stated that she was also concerned about emergency vehicles having access to that neighborhood since Larkey, Jr. closed the road due to lack of maintenance.

Monroe Menjarez stated he was concerned about the liability on private property and asked the Town to check into safety issues.

Mustang/Newton;

Greg McCarthy stated these roads have good access and understands the liability concerns that Larkey, Jr has with private property.

Wilson Road/Court;

Sharon Doran requested a courtesy blading on this road since APS maintains one of the oldest electrical lines across this road and prior to incorporation, residents were assured the roads would be maintained.

Dorset Lane;

Grace Cooper stated that this road is cut off when the area is flooded.

Milton Pate stated that the County maintained a 50' right-of-way when there were floods from the mountains and the Town must do that also.

Thomas Paine Circle, McCracken, Montezuma Heights, Mahoney, Surprise; No public input

Boyer;

Vice Mayor Hauser noted that this was an old historic road.

Club House Drive;

Joann Hendrickson stated that numerous citizens use Verde Lakes Drive.

Oasis Road;

Don Miller asked who owned Oasis Road (formerly Ralstons Road) as the Town has continued to maintain this road.

Reaves Arena;

Mark Coppinger stated that the Town owns 264' of roadway which has potholes and emergency vehicles can not quickly travel on this road.

Sullivan Road;

An unknown individual stated that sales tax generates more revenues than it costs to maintain roads.

Judy Gilbert stated that the funds used to purchase the mattress shop should have spent on paving roads.

Mr. McCarthy stated that businesses support this Town and the roads should be maintained to help support growth.

Dodge;

Rick Tackitt stated that we all pay HURF taxes thus courtesy blading should be done.

Grippen Road E.;

Pete Menke stated that we all pay taxes and years ago the County took care of all the roads.

Sylvia Terry stated this road has two gullies and ruts on the big hill and is a hazard.

Henry Shill suggested having a Work Session to address four or five roads at a time and then bring a completed document back to the table.

Hardy Ln;

Bill Miller stated that this road was laid out in a subdivision in the 1950's and is a dedicated road.

Manny Menjarez stated that it appears that Camp Verde is a poor Town and as a former Council Member, he knows you have to keep asking the Town for road maintenance.

Wanda Hardy noted that the roads need to be maintained for the citizens.

Pearce Lane;

Henry Shill stated that this is part of the historical ranch road and was maintained by the County.

Bill Helm stated that the County did a better job of maintaining the roads than the Town.

Grippen Road W;

James Gundelach stated that the Town needs impact fees.

Larry Darr stated the road was in terrible condition.

Manager Roberts responded to comments that this process is not about money, it is a property rights and liability issue. He also stated that the Town has the legal authority to change standards, there needs to be reasonable expectations of road maintenance and numerous issues need to be resolved. He reminded those present that individuals either need to keep their road private or dedicate the roads to the Town (allowing the public on these roads. Thus, the Town would accept the liability.

7. **Direction to Staff concerning Public Maintenance of Private Roads**
Eberhard stated that this issue is more complex than the anyone thought and the Town needs the following: 1) proper standards for existing roads; 2) the dollar amount involved; 3) the areas/streets broken into clear categories; 4) identification of standards; 5) determination of the legality on having property owners dedicate private roads to the Town.

Council took no action on this item.

- a. **Adjournment**
The meeting was adjourned at 8:25 p.m.

Barbara Miller
Barbara Miller, Mayor

Carol J. Brown
Carol J. Brown, 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 Special Session of the Town Council of Camp Verde, Arizona, held on the 14th day of March 2001. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 16th day of March 2001.

Deborah Barber
Deborah Barber, Town Clerk

c. Possible approval of 'Code of Conduct' for public officials.

Mayor-elect Hauser requested that item c. be removed from the Consent Agenda for discussion.

Councilor Dickinson requested that the Work Session with the Historical Society scheduled for May 29th at 5:00 p.m. be combined with the Work Session with the Main Street Beautification Committee on May 30th at 6:30 p.m.

On a motion by Miller, seconded by Redinger, the Council voted unanimously to approve the Consent Agenda, as amended.

Hauser expressed concern with the parameters by which the Council will operate under the proposed Code of Conduct. She suggested that this item be stricken from the agenda.

On a motion by Miller, seconded by Redinger, the Council voted unanimously to strike item c. - Possible approval of 'Code of Conduct' for public officials from the agenda.

5. Call to the Public for Items not on the Agenda.

Leon Raper commented that he would attend every Council meeting until something is done about putting signage on the Verde Overland Transit System Bus. Gioia advised that the owner of the bus is planning to add a wide white stripe with signage on the bus.

Barbie Bridge advised Council that the Chamber of Commerce was awarded a Team Funding Grant in the amount of \$41,800 for a partnership with the Yavapai-Apache Nation, Cottonwood and the Village of Oak Creek.

6. Possible acceptance of pre-1950 roads for maintenance. Roads appearing to meet the criteria are Boyer Lane, Zellner Lane, Reeves Arena Road, Wilson Road/Court, Doug's Park Road, Mozier Lane, Private Drive and Pearce Lane.

Roberts explained that under State law, the Town may, but is not required, to maintain private roads in existence and used by the public prior to 1950. He advised that based on testimony provided during a recent public hearing, roads that appear to meet the pre-1950 criteria are Boyer Lane, Zellner La Reeves Arena Road, Wilson Road/Court, Doug's Park Lane, Mozier Lane, Private Drive and Pearce Lane. He recommended that Council authorize Staff to provide routine maintenance on the identified roads as time and materials permit. He advised that this was not a final list, and any additional information received from the public regarding pre-1950 roads would be brought back to Council, and in addition, property owners of roads that are not pre-1950 will be contacted to determine if there is any interest in dedicating those roads to the Town.

Hauser requested staff explore information on Griffin Road.

On a motion by Gioia, seconded by Baker, the Council voted unanimously to authorize staff to provide routine maintenance on the identified roads.

On a motion by Eberhard, seconded by Dickinson, the Council voted unanimously to amend the motion to include 'so long as the roads remain open to the public'.

Public Input:

Heathmoth urged Council to provide increased public notification of this issue.

Lee Osey expressed appreciation for staff's work on this issue and asked Council to consider providing maintenance on all roads in Camp Verde.

7. Possible approval of Ordinance 2001-A183, "An Ordinance of the Town Council of the Town of Camp Verde, Yavapai County, Arizona, Designating Town Staff as Planning Agency."

Roberts explained that when the planning staff was researching the State's Growing Smarter Legislation, it was discovered that while a Planning Commission was established in 1987 after the Town incorporated, a Planning Agency was never designated. He commented that the duties have been handled by a combination of the Planning and Zoning Commission and Town staff. He advised that to avoid any confusion, staff recommends Council designate the Community Development Department as the Town's planning agency to coincide with the intent of the Growing Smarter Legislation.

A discussion ensued regarding the duties and responsibilities of the Planning Agency and their relation to the Planning and Zoning Commission, during which concerns were raised on the lack of clarity on the role of the proposed Planning Agency.

Ramsey gave a history of how the Planning and Zoning Commission was established.

Baker suggested striking 'any future administrative positions as directed by the Town Manager' from item #1 - Designation of Planning Agency on Ordinance No. 2001-A183.

On a motion by Eberhard, seconded by Gioia, the Council voted to direct staff to develop a list of the duties of the Planning Agency and Planning and Zoning Commission according to ARS and the Town statutes and where they may overlap, and bring back to Council. Baker voted no.

Public Input:

Marshall Whitmire suggested a future agenda item be the delineation of the responsibilities of both the Planning Agency and Planning and Zoning Commission.