



Town of Camp Verde Vision Statement

"Camp Verde is welcoming, a safe community, a vibrant economy, thoughtfully growing, and offering an exceptional quality of life."

**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, OCTOBER 21, 2026 at 6:00 P.M.**

ZOOM MEETING LINK:

<https://us02web.zoom.us/j/81210034612?pwd=fSbhJJF0PY1UUWJbye2Eapka3M5YF.1>

one Tap Mobile: 1-253-215-8782 or 1-346-248-7799

Meeting ID: 812 1003 4612

Passcode: 204803

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

- 1. Call to Order**
- 2. Roll Call.** Council Members Brian Bolton, Robert Foreman, Robin Godwin, Jessie Murdock, Patricia Seybold, Vice Mayor Wendy Escoffier, and Mayor Marie Moore.
- 3. Pledge of Allegiance**
- 4. Consent Agenda** – All those items listed below may be approved by one motion 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 (Public Portion) – October 7, 2026 at 5:00 p.m.
 - 2) Regular Session – October 7, 2026 at 6:00 p.m.
 - b) Set Next Meeting, Date and Time:**
 - 1) Regular Session – November 4, 2026 at 6:00 p.m.
 - 2) Regular Session – November 18, 2026 at 6:00 p.m.
 - 3) Regular Session – December 2, 2026 at 6:00 p.m.
- 5. Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be

put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to ARS §38-431.01(I))

6. **Summary of Current Events.** The Town Council and the Town Manager may provide brief summaries of current events and activities. These summaries are strictly for informing the public of such events and activities. The Council will not propose, discuss, deliberate or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda. Summaries may include committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai-Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Sustaining Flows, Earth Day, Camp Verde School District, Friends of the Verde River and Verde Valley Housing Advisory Committee.
7. **Special Announcements and Presentations.** All presentations are limited to 15-minutes.
 - **Proclamation declaring November 2-6, 2026 as Municipal Courts Week.** Staff Resource: Court Administrator Veronica Pineda.
 - **Proclamation declaring the month of October 2026 as Domestic Violence Month.** Staff Resource: Town Clerk Leah Rhodes.
 - **Proclamation declaring the month of October 2026 as Fort Verde State Historic Park Month.** Staff Resource: Town Clerk Leah Rhodes.
 - **Proclamation declaring November 1, 2026 as Extra Mile Day.** Staff Resource Town Clerk Leah Rhodes.
8. **Public Hearing:** Discussion and possible approval of Resolution No. 2026-1216, approving Use Permit 2026-008, with conditions, for Jackpot Ranch RV Park. Staff Resource: Development Services Director Christian Green.
9. **Discussion and possible action to approve Resolution No. 2026-1226, establishing the Camp Verde Equestrian Center Commission and appointing seven inaugural members to the Commission.** Staff Resource: Interim Town Manager Charlie Cassens.
10. **Discussion and possible approval of Resolution No. 2026-1225, designating the Town of Camp Verde as the Destination Marketing Organization for the Community of Camp Verde for the purpose of coordinating tourism promotion with the Arizona Office of Tourism.** Staff Resource: Development Services

Director Christian Green.

11. **Discussion and possible approval of the purchase of a new Building Maintenance Department Vehicle.** Staff Resource: Building Maintenance Lead Juan Ochoa.
12. **Progress update regarding interior renovations of Heritage Pool.** Staff Resource: CIP Manager Martin Smith.
13. **Update and discussion regarding the progress to the Inter-Governmental Agreement (IGA) between the Town and Camp Verde Unified School District specific to Heritage Pool.** Staff Resource: Parks and Recreation Manager Shawna Figy.
14. **Discussion and possible action regarding a commercial lease of the Town-owned property located at 385 S. Main Street, Camp Verde, Arizona, and the adjacent vacant property for parking.** Staff Resource: Interim Town Manager Charlie Cassens.
15. **Adjournment**

Note: Upon a public majority vote of a quorum of the Town Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the purpose of discussion or consultation for legal advice with the Town Attorney as permitted by A.R.S. § 38-431.03(A)(3). Any other executive sessions will be separately included on the agenda above if an executive session will be held at the meeting.

Pursuant to A.R.S. §38-431.01 Meetings shall be open to the public - All meetings of any public body shall be public meetings and all persons so desiring shall be permitted to attend and listen to the deliberations and proceedings. All legal action of public bodies shall occur during a public meeting. Pursuant to Town Code, Section 2-3-7.1 the Mayor shall call for a vote of the Council to allow the meeting to continue past the deadline of 10:00 p.m. The Town of Camp Verde Council Chambers is accessible to persons with disabilities. Those with special accessibility or accommodation needs, such as large typeface print, may request these at the Office of the Town Clerk at 928-554-0021.

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Town of Camp Verde and Bashas on October 15, 2026 at 6:00 p.m. in accordance with the statement filed by the Camp Verde Town Council with the Town Clerk

Leah Rhodes

Leah Rhodes, Town Clerk



DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL SESSION (PUBLIC PORTION)
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, OCTOBER 7, 2026 at 5:00 P.M.

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

1. Call to Order

Mayor Moore called the meeting to order at 5:02 p.m.

2. Roll Call.

Councilor Brian Bolton, Councilor Robert Foreman, Councilor Robin Godwin, Councilor Jessie Murdock, Councilor Patricia Seybold, Vice Mayor Wendy Escoffier and Mayor Marie Moore.

Also Present

Interim Town Manager Charlie Cassens, Town Attorney Trish Stuhan, and Town Clerk Leah Rhodes.

3. Pledge of Allegiance

Councilor Murdock led the Pledge.

Mayor Moore read Agenda Items 4 and 5.

A **motion** was made by Councilor Foreman to go into Executive Session for Items 4 and 5 at 5:04 p.m. Councilor Seybold seconded the motion.

Roll Call Vote:

Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye

Motion Carried 7-0.

4. An executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) for discussion or consultation for legal advice with the Town Attorney and to consider its position

in pending litigation. The purpose of the executive session is for the Town Attorney to update Council regarding the status of pending notices of claims and litigation matters commenced against the Town. Resource: Town Attorney Trish Stuhan.

5. **An executive session pursuant to A.R.S. § 38-431.03(A)(3), (A)(4), and (A)(7) for discussion or consultation for legal advice and to instruct the Town Attorney regarding contracts that are the subject of negotiations, all related to the purchase, sale or lease of real property generally located at 385 S. Main Street, Camp Verde, Arizona.** Staff Resource: Interim Town Manager Charlie Cassens and Town Attorney Trish Stuhan.

Mayor Moore reconvened the Regular Session at 5:27 pm.

Mayor Moore stated no direction was given to staff for Item 4 and direction was given to staff for Item 5.

6. **Adjournment**

Mayor Moore adjourned the meeting at 5:28 p.m.

Mayor Marie Moore

Attest: Leah Rhodes, Town Clerk

CERTIFICATION

I, Town Clerk Leah Rhodes, 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 October 7, 2026. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2026.

Leah Rhodes, Town Clerk



Agenda Item 4.a.2

Town of Camp Verde Vision Statement

"Camp Verde is welcoming, a safe community, a vibrant economy, thoughtfully growing, and offering an exceptional quality of life."

DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, OCTOBER 7, 2026 at 6:00 P.M.

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

1. Call to Order

Mayor Moore called the meeting to order at 6:00 p.m.

2. Roll Call. Council Members Brian Bolton, Robert Foreman, Robin Godwin, Jessie Murdock, Patricia Seybold, Vice Mayor Wendy Escoffier, and Mayor Marie Moore.

Also Present

Interim Town Manager Charlie Cassens, Town Attorney Trish Stuhan, and Town Clerk Leah Rhodes.

3. Pledge of Allegiance

Vice Mayor Escoffier led the Pledge.

4. Consent Agenda – All those items listed below may be approved by one motion 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 (Public Portion) – September 16, 2026 at 5:30 p.m.
- 2) Regular Session – September 16, 2026 at 6:00 p.m.

b) Set Next Meeting, Date and Time:

- 1) Regular Session – October 21, 2026 at 6:00 p.m.
- 2) Regular Session – November 4, 2026 at 6:00 p.m.
- 3) Regular Session – November 18, 2026 at 6:00 p.m.
- 4) Regular Session – December 2, 2026 at 6:00 p.m.

c) Approval of the Professional Service Agreement with the Greater Verde Valley Chamber of Commerce. Staff Resource: Development Services Director Christian Green.

d) Approval of Resolution No. 2026-1223, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, establishing specific payment timelines for Mayor and Council monthly stipends as established in Resolution 2022-1089. Staff Resource: Finance Director Michael Showers.

Vice Mayor Escoffier requested Item 4.d be pulled for discussion.

Town Attorney Trish Stuhan stated the sample resolution was reviewed with the Finance Director, and Interim Town Manager and added clarifying language regarding payment terms. The revisions specify that Council Members serving a full four-year term will receive 48 monthly payments and the Mayor serving a full two-year term will receive 24 monthly payments. Payments will begin the first month after officials take office and conclude in the month of their final service.

Vice Mayor Escoffier invited President/CEO Christian Oliva del Rio of the Greater Verde Valley Chamber to speak to the Council. Mr. Oliva del Rio provided updates on the status of memberships, training webinars and workshops.

On a **motion** made by Vice Mayor Escoffier, seconded by Councilor Seybold, the Council **moved to approve** the consent agenda with the changes in the resolution to item 4d and the correction of the typo in the minutes of item 4.a.2 of the Regular Session meeting minutes.

Roll Call Vote:

Councilor Bolton: aye

Councilor Seybold: aye

Councilor Foreman: aye

Councilor Murdock: aye

Councilor Godwin: aye

Vice Mayor Escoffier: aye

Mayor Moore: aye

Motion Carried 7-0.

5. **Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to ARS §38-431.01(I))

Bruce Carlson, Debra Balderas, Kathleen Julson, Sandra Stark, Renee Hall, Jim Hisrich, Cheryl Benefield, and Lori Pedersen spoke out in opposition of the use of ALPR (Automated License Plate Readers).

Stuart Winsor noted he provided information after discussing a potential donation.

Mayor Moore requested staff to get ALPR agendized at a future meeting.

6. **Summary of Current Events.** The Town Council and the Town Manager may provide brief summaries of current events and activities. These summaries are strictly for informing the public of such events and activities. The Council will not propose, discuss, deliberate or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda. Summaries may include committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai-Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Sustaining Flows, Earth Day, Camp Verde School District, Friends of the Verde River and Verde Valley Housing Advisory Committee.

The Mayor, Council and Interim Town Manager Cassens shared updates regarding current events and events they previously attended.

7. **Special Announcements and Presentations.** All presentations are limited to 15-minutes.

- **Parks and Recreation Q3 2026 Update.** Resource: Vice Chair Mary Hughes.

Parks and Recreation Commission Vice Chair Hughes presented the 2026 Quarter Three updates from the Parks and Recreation Commission to the Council.

- **Planning and Zoning Commission Q3 2026 Update.** Resource: Chair Bill Tippet.

Development Services Director Christian Green presented the 2026 Quarter Three updates from the Planning and Zoning Commission to the Council on behalf of Planning and Zoning Commission Chair Tippet.

- **Presentation on lease procurement vehicles:** Staff Resource: Finance Director Michael Showers.

Interim Town Manager Charlie Cassens and Director Michael Showers presented on the Town's current purchase agreement for lease vehicles.

Finance Director Showers and Town Attorney Trish Stuhan responded to questions from the Council.

Mayor Moore recessed the meeting for a break at 7:13 p.m. and resumed the meeting at 7:25 p.m.

8. **Public Hearing:** Discussion, consideration and possible approval of a recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a Series 10, Beer and Wine Store Liquor License for Walgreens, located at 475 W. Finnie Flat Rd, Camp Verde, Arizona, 86322. Staff Resource: Town Clerk Leah Rhodes.

Town Clerk Leah Rhodes provided an overview of the liquor license application request for a Series 10, Beer and Wine Store Liquor License for Walgreens, located at 475 W. Finnie Flat Rd., Camp Verde, Arizona, 86322.

Open Public Hearing: Mayor Moore opened the public hearing at 7:22 p.m. and there were no public comments.

Close Public Hearing: Mayor Moore closed the public hearing at 7:22 p.m.

On a **motion** made by Councilor Godwin, seconded by Vice Mayor Escoffier, the Council **moved to approve** a recommendation to the Arizona Department of Liquor Licenses and Control regarding an application for a Series 10, Beer and Wine Store Liquor License for Walgreens, located at 475 W. Finnie Flat Rd., Camp Verde, Arizona, 86322.

Roll Call Vote:

Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye

Motion Carried: 7-0.

9. **Discussion and possible action regarding the purchasing agreement for two Water Utilities vehicles.** Staff Resource: Utilities Director Lisa Vaughan.

Utilities Director Vaughan presented the request to purchase two replacement water utility vehicles for the Town of Camp Verde. Utilities Director Vaughn explained that the existing vehicles each had more than 165,000 miles and required frequent maintenance, reducing the time available for water utility operators to perform their duties. The replacement vehicles were included in the approved capital plan, and staff intended to retain the existing vehicles.

On a **motion** made by Councilor Bolton, seconded by Vice Mayor Escoffier, Council **moved to approve** the purchasing agreement for the two water utility vehicles at a monthly cost of \$3,152.84.

Roll Call Vote:

Councilor Bolton: aye
Councilor Seybold: aye

Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye

Motion Carried: 7-0.

- 10. Discussion and possible action regarding the purchase of a Town-wide camera system from Oculens, LLC in the amount of \$221,546.60, as approved in the FY27 Capital Plan and giving authority to the Finance Director to sign any and all documents for the procurement of a five-year loan/lease to fund said purchase.**
Staff Resource: CIP Manager Martin Smith.

CIP Manager Smith presented the proposed purchase of a town-wide camera system from Oculens LLC in the amount of \$221,546.60, as approved in the FY2027 Capital Plan. CIP Manager Smith explained that the purchase was for the camera hardware only and that monitoring and data storage would be addressed separately under the following agenda item. The Town currently operates three different camera systems, and the new system would provide a more unified approach to monitoring. CIP Manager Smith noted that vandalism is a persistent and increasing problem in Camp Verde. During the previous year, the Town spent more than \$25,000 remediating vandalism and more than 600 staff hours addressing the issue.

Council discussed the financing of the equipment and clarified that the \$221,546.60 represented the equipment purchase price, while the financing costs would be handled separately through a five-year loan or lease.

CIP Manager Smith and Finance Director Michael Showers responded to questions from the Council.

On a **motion** made by Councilor Godwin, seconded by Councilor Seybold, Council **moved to approve** the purchase of the town-wide camera system from Oculens LLC in the amount of \$221,546.60 as approved in the FY27 Capital Plan and give authority to the Finance Director to sign any and all documents for the procurement of a five-year loan/lease to fund said purchase.

Roll Call Vote:

Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye

Motion Carried: 7-0.

- 11. Discussion and possible action regarding the purchase of a 3-year software**

agreement with Oculens in the amount of \$65,584.70 for the use of proprietary software for monitoring the new camera hardware, as approved in the FY27 Capital Plan and giving authority to the Finance Director to sign any and all documents for the procurement of a three-year loan/lease to fund said purchase. Staff Resource: CIP Manager Martin Smith.

CIP Manager Smith provided an overview of a three-year software agreement with Oculens in the amount of \$65,584.70 for proprietary software needed to monitor and operate the new camera hardware. CIP Manager Smith explained that once the new cameras are installed, the software will provide a unified monitoring system allowing the Town to view the cameras through one platform. The system is expandable and would allow additional cameras to be incorporated in the future.

CIP Manager Smith and Town Attorney Trish Stuhan responded to questions from the Council.

On a **motion** made by Councilor Foreman, seconded by Councilor Godwin, Council **moved to approve** the purchase of a 3-year software agreement with Oculens in the amount of \$65,584.70 for the use of proprietary software for monitoring the new camera hardware, as approved in the FY27 Capital Plan and giving authority to the Finance Director to sign any and all documents for the procurement of a three-year loan/lease to fund said purchase.

Roll Call Vote:

Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: aye
Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye

Motion Carried: 7-0.

12. Discussion and possible direction regarding the Town of Camp Verde Public Art Display Policy. Staff Resource: Development Services Director Christian Green.

Development Services Director Green provided an overview of the proposed policy for displaying artwork in town-owned buildings and public spaces.

Town Attorney Stuhan explained that the policy establishes objective standards for artwork, including size, installation safety, suitability for the intended location, and restrictions on political and commercial speech.

Council expressed concerns about displaying offensive artwork while recognizing the legal limitations restricting artistic expression based on religious content or viewpoint.

Council members also discussed the proposed art working group, including its

membership, term limits, responsibilities, and relationship to existing town committees, such as Parks and Recreation. Moreover, Council discussed ensuring that the policy provides clear, legally defensible guidelines while allowing the town to display artwork that fits its public spaces and community needs.

Town Attorney Stuhan indicated that additional research could be conducted regarding potential restrictions on artwork and bring back to Council at a future meeting.

Public Comment: Sylvia Strobel, representing the Artist Guild of Camp Verde, shared the vision and intent of displaying artwork at Town facilities to provide residents with opportunities to enjoy local art.

13. Discussion and possible action regarding the Northern Arizona Council of Governments (NACOG) U.S. Environmental Protection Agency (EPA) Brownfield Coalition Assessment and Planning Grant for the Camp Verde Downtown Area Wide Plan (AWP). Staff Resource: Development Services Director Christian Green.

Development Services Director Christian Green provided an overview of the \$50,000 grant awarded to the Town of Camp Verde through the Northern Arizona Council of Governments (NACOG) and the Environmental Protection Agency (EPA). The grant will fund a downtown redevelopment and planning study focused on the Heritage Character Area. Development Services Director Green explained that the project was redirected from identifying individual Brownfield sites to developing a broader downtown redevelopment plan that preserves the Town's historic character and supports future development.

Interim Town Manager Charlie Cassens, Town Attorney Trish Stuhan and Development Services Director Green responded to questions from the Council.

On a **motion** made by Vice Mayor Escoffier and seconded by Councilor Foreman, council **moved to approve** the \$50,000 non-matching EPA Brownfield Coalition grant allocation administered through NACOG and authorized staff to execute all necessary agreements and proceed with the scope of work for the Main Street Downtown Area wide plan in partnership with Stantec Engineering.

Roll Call Vote:

Councilor Bolton: aye

Councilor Seybold: aye

Councilor Foreman: aye

Councilor Murdock: aye

Councilor Godwin: aye

Vice Mayor Escoffier: aye

Mayor Moore: aye

Motion Carried: 7-0.

14. Discussion and possible action regarding the Camp Verde Unified School District Investigation Fee Waiver. Staff Resource: Development Services Director Christian

Green.

Development Services Director Green stated that the Camp Verde Unified School District undertook a remodel of the library building. A portion of the remodel had been completed when Town staff became aware that the work had been performed without the required building permit. The Town Code provides that when work is performed without the required permit, an investigation fee shall be charged. Based on the current permit valuation and applicable fees, the investigation fee would be just under \$11,000.

Development Services Director Green clarified that the school district would still obtain the necessary permits and pay the applicable permitting fees, and that the \$11,000 fee was specifically the investigation fee resulting from the work not being properly permitted initially.

Development Services Director Green stated that the school district had been informed that the matter would be coming before the Council.

Interim Town Manager Charlie Cassins, Town Attorney Stuhan and Development Service Director provided clarification on questions from the Council.

On a **motion** made by Vice Mayor Escoffier and seconded by Councilor Foreman to move to approve a waiver of half of the investigative fee based on the circumstances of the project and the district's corporation and bringing the work into compliance. After further discussion and additional questions to staff, Vice Mayor Escoffier retracted her motion and Councilor Foreman retracted his second motion.

On a **motion** made by Councilor Seybold and seconded by Vice Mayor Escoffier, Council **moved to deny** the request from the Camp Verde Unified School District to waive the \$11,000 investigation fee.

Roll Call Vote:

Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: nay
Councilor Murdock: recused
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye

Motion Carried: 5-1.

15. **Discussion and possible re-certification of Ordinance 2026-A513, an ordinance of the Mayor and Council of the Town of Camp Verde, Yavapai County, Arizona, increasing the rate of taxation in Chapter 8 – Transaction Privilege Tax, Article 8-1 – Adoption of Tax Code, relating to an increase in the transient lodging transaction privilege tax levied by the Town of Camp Verde from 3.00% to 8.00%; amending the Town Tax Code; providing for repeal of conflicting ordinances; providing for severability; and providing for penalties for violations thereof. Staff**

Resource: Finance Director Michael Showers.

Finance Director Showers explained that the ordinance had originally been approved on May 27, 2026, Town Council meeting but had not been forwarded to the State within the required timeframe. Although the ordinance remained approved by the Town, the State required the Town to recertify its approval.

Finance Director Michael Showers responded to questions from the Council.

On a **motion** made by Councilor Murdock, and seconded by Vice Mayor Escoffier, Council **moved to recertify** Ordinance 2026-8513, increasing the transient lodging transaction privilege tax from 3% to 8%.

Roll Call Vote:

Councilor Bolton: aye

Councilor Seybold: aye

Councilor Foreman: aye

Councilor Murdock: aye

Councilor Godwin: aye

Vice Mayor Escoffier: aye

Mayor Moore: aye

Motion Carried: 7-0.

16. Adjournment

Mayor Moore Adjourned the meeting at 9:03 p.m.

Mayor Marie Moore

Attest: Leah Rhodes, Town Clerk

CERTIFICATION

I, Town Clerk Leah Rhodes, 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 October 7, 2026. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2026.

Leah Rhodes, Town Clerk



Meeting Date: October 21, 2026

Agenda Item Type:

- ☐ Consent Agenda ☒ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: Municipal Court **Staff Resource:** Court Administrator Veronica

Pineda **Agenda Title:** Proclamation declaring November 2-6, 2026 as Municipal Courts Week.

Attached Documents: Proclamation

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviewed By:

- ☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable): N/A

- Funding Source / GL Account Number:
- Approved in the FY27 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

Municipal judges, court clerks, court administrators, prosecutors, and court- security officers are bound by the law and legal ethics to make decisions and manage operations independently, fairly, and neutrally while preserving public safety and promoting quality of life in our communities.

Question(s) before the Council:

- Does Council have any questions for staff?



Town of Camp Verde Proclamation

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in our communities; and

WHEREAS, more people come into contact with municipal courts than all other courts combined, making the public's impression of our local justice system crucial to preserving public confidence in the judiciary; and

WHEREAS, our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us; and

WHEREAS, municipal judges, court clerks, court administrators, prosecutors, and court-security officers are bound by the law and legal ethics to make decisions and manage operations independently, fairly, and neutrally; and

WHEREAS, Municipal Courts Week serves as a prime opportunity to celebrate the dedication of these professionals and to educate the public about the vital role local courts play in the criminal justice system.

NOW THEREFORE, I, Marie Moore, Mayor, of Camp Verde, on behalf of the Town Council and the residents of Camp Verde and Arizona, do hereby proclaim the week of November 2-6, 2026 as:

“Municipal Courts Week”

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed by the Seal of the Town of Camp Verde on this 21st day of October, 2026.

Marie Moore, Mayor

Attest:

Leah Rhodes, Town Clerk

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Meeting Date: October 21, 2026

Agenda Item Type:

- | | | |
|---|--|--|
| ☐ Consent Agenda | ☒ Informational Presentation | ☐ Discussion Item |
| ☐ Action/Decision Item | ☐ Executive Session Request | ☐ Other: |

Requesting Department: Town Clerk

Staff Resource: Leah Rhodes, Town Clerk

Agenda Title: Proclamation declaring the month of October 2026 as Domestic Violence Awareness Month.

Attached Documents: Proclamation

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviewed By:

- | | | | | |
|--|--------------------------------|--|----------------------------------|---------------------------------|
| ☒ Town Manager | ☐ Legal | ☐ Risk Management | ☐ Finance | ☐ Other: |
|--|--------------------------------|--|----------------------------------|---------------------------------|

Financial Review (if applicable): N/A

- Funding Source / GL Account Number:
- Approved in the FY27 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

Domestic Violence Awareness Month is a nationwide initiative aimed at increasing awareness of domestic violence. Each October, the Town of Camp Verde, organizations and individuals across the country come together to advocate for the needs, voices, and experiences of survivors as part of a collective national effort.

Question(s) before the Council:

- Does Council have any questions for staff?



Town of Camp Verde Proclamation

WHEREAS, Domestic violence is a pattern of coercive control and abusive behaviors in any intimate or familial relationship that are used to gain and maintain power and control over another; and

WHEREAS, Domestic violence can present in many different ways, including: Emotional Abuse, Economic Abuse, Physical Abuse, Using Children, Reproduction Coercion, Isolation, and Sexual Abuse; and

WHEREAS, domestic violence is an issue affecting Arizonans in all communities, regardless of age, race, gender, economic status, religion, nationality, or educational background; and

WHEREAS, more than 12 million women and men are victims of rape, physical violence or stalking by an intimate partner in the United States every year, averaging 24 people per minute; and

WHEREAS, one in four women and one in ten men have experienced contact sexual violence, physical violence, and/or stalking by an intimate partner during their lifetime; and

WHEREAS, 30 percent of children exposed to intimate partner violence had their first exposure before the age of two, and an additional 26 percent had their first exposure between the ages of two and seven; and

WHEREAS, victims of domestic violence are more likely to experience long-term mental and physical health concerns including a higher risk of chronic disease, substance abuse, post-traumatic stress disorder, depression, anxiety, and risky behaviors; and

WHEREAS, promoting healthy, respectful, and nonviolent relationships can help reduce the occurrence of intimate partner violence, support survivors, and lessen short and long-term harm on individuals, families, and communities; and

WHEREAS, Domestic Violence Awareness Month provides an important opportunity to enhance education, prevention and intervention efforts around domestic violence and support organizations and individuals who provide advocacy efforts, services, and assistance to victims.

NOW THEREFORE, I, Marie Moore, Mayor of the Town of Camp Verde, on behalf of the Town Council and the residents of Camp Verde, do hereby proclaim the month of October 2026 to be:

“DOMESTIC VIOLENCE AWARENESS MONTH”

In the Town of Camp Verde and we reaffirm our steadfast and unwavering commitment to helping survivors of domestic violence.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the Town of Camp Verde on this 21st day of October 2026.

Marie Moore, Mayor

Attest:

Leah Rhodes, Town Clerk



Meeting Date: October 21, 2026

Agenda Item Type:

- ☐ Consent Agenda ☒ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: Town Clerk **Staff Resource:** Town Clerk Leah Rhodes

Agenda Title: Proclamation declaring the month of October 2026 as Fort Verde State Historic Park Month.

Attached Documents: Proclamation

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviewed By:

- ☒ Town Manager ☐ Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable): N/A

- Funding Source / GL Account Number:
- Approved in the FY27 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

Fort Verde State Historic Park brings history to life for local communities and visitors alike through engaging educational programs, historical reenactments, a museum of exceptional quality, knowledgeable and dedicated staff, and the support of passionate volunteers. This month is observed as an opportunity to honor the invaluable legacy we inherit as citizens and to strengthen our commitment to preserving our rich culture and heritage, with deep respect for the principles upon which our great country was founded.

Question(s) before the Council:

- Does Council have any questions for staff?



Town of Camp Verde Proclamation

WHEREAS, Fort Verde State Historic Park brings history to life for the communities it serves and beyond with educational programs, reenactments, a museum of exceptional quality, knowledgeable and caring staff, and a host of dedicated volunteers; and

WHEREAS, the members of the Arizona Society of the National Society Colonial Dames, by virtue of their lineal descent from some of these early arrivals, feel an obligation to work for the preservation of the priceless legacy that these individuals left to all American citizens; and

WHEREAS, they continue to convey the true meaning of the inheritance by reminding us that our privilege to live in a free country has stemmed from “loving our country, obeying its laws, respecting its flag, and defending it against all enemies”.

NOW THEREFORE, I, Marie Moore, Mayor of the Town of Camp Verde, on behalf of the Town Council and the residents of Camp Verde, do hereby proclaim the month of October 2026 to be:

“FORT VERDE STATE HISTORIC PARK MONTH”

In the Town of Camp Verde, and encourage all citizens of Camp Verde and beyond, to observe this month as a means of reinforcing the priceless legacy that we inherit with our citizenship, or order to help preserve our rich culture and heritage with deep respect for the principles upon which our great county was founded.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the Town of Camp Verde on this 21st day of October 2026.

Marie Moore, Mayor

Attest:

Leah Rhodes, Town Clerk



Meeting Date: October 21, 2026

Agenda Item Type:

- ☐ Consent Agenda ☒ Informational Presentation ☐ Discussion Item
☐ Action/Decision Item ☐ Executive Session Request ☐ Other:

Requesting Department: Town Clerk **Staff Resource:** Town Clerk Leah Rhodes

Agenda Title: Proclamation declaring November 1, 2026 as Extra Mile Day.

Attached Documents: Proclamation

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviewed By:

- ☒ Town Manager ☒ Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable):

- Funding Source / GL Account Number:
- Approved in the FY27 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

Each year, communities across the nation celebrate Extra Mile Day on November 1st to honor individuals and organizations who go “the extra mile” in service, kindness, and leadership. The Town of Camp Verde is proud to participate in this initiative and recognize all of our citizens that make a meaningful difference in our community through their dedication and generosity.

Question(s) before the Council:

- Does Council have any questions for staff?



Town of Camp Verde Proclamation

WHEREAS, Camp Verde, Arizona is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, Camp Verde, Arizona is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Camp Verde, Arizona is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, Camp Verde, Arizona acknowledges the mission of Extra Mile America to create 500 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2026.

NOW THEREFORE, I, Marie Moore, Mayor of the Town of Camp Verde, on behalf of the Town Council and the residents of Camp Verde, do hereby proclaim November 1, 2026 to be:

“EXTRA MILE DAY”

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the Town of Camp Verde on this 21st day of October 2026.

Marie Moore, Mayor

Attest:

Leah Rhodes, Town Clerk



Meeting Date: October 21, 2026

Agenda Item Type:

- | | | |
|--|---|--|
| ☐ Consent Agenda | ☐ Informational Presentation | ☐ Discussion Item |
| ☒ Action/Decision Item | ☐ Executive Session Request | ☐ Other: |

Requesting Department: Development Services Department **Staff Resource:** Development Services
Director Christian Green and Planner II Cory Mulcaire

Agenda Title **Public Hearing:** Discussion and possible approval of Resolution 2026-1216, approving Use Permit 2026-008, with conditions, for Jackpot Ranch RV Park.

Attached Documents:

- Jackpot Ranch Council Presentation
- Resolution 2026-1216
- Letter of Intent for RV Park Use Permit - April 30 2026_Exhibit A
- Jackpot Ranch- New RV-25-1101CE-LAYOUT 4-SITE PLAN_051426_Exhibit B
- Use Permit #25-0008 Recommended Conditions_P_Z Exhibit C
- 08-27-2026 P&Z Minutes

Estimated Presentation Time: 15 minutes

Estimated Discussion Time: 60 minutes

Reviewed By:

- | | | | | |
|--|---|--|----------------------------------|---------------------------------|
| ☒ Town Manager | ☒ Legal | ☐ Risk Management | ☐ Finance | ☐ Other: |
|--|---|--|----------------------------------|---------------------------------|

Financial Review (if applicable): N/A

- | | | | | |
|---|------------------------------|-----------------------------|---|---------------------------------|
| • Funding Source / GL Account Number: N/A | | | | |
| • Approved in the FY27 Budget? | ☐ Yes | ☐ No | ☒ N/A | ☐ Other: |
| • Is this an approved CIP Project? | ☐ Yes | ☐ No | ☒ N/A | ☐ Other: |

PROJECT INFORMATION:

- **Project Name**
 - Jackpot Ranch RV Park Use Permit
- **Site Location**
 - 2025 W. Reservation Loop Road, Camp Verde, Arizona, 86322
- **Current Zoning**
 - Parcel 403-17-006L, Zoned Rural Residential (RR-2A)
- **General Plan Designation**
 - Middle Verde Character Area
- **Surrounding Zoning Designations**
 - **North Zoning:** RR-2A District (Rural Residential, Developed)
 - **East Zoning:** RR-2A District (Rural Residential, Developed), R1-70 (Residential-Single Family, Developed)
 - **South Zoning:** RR-2A (Rural Residential, Undeveloped)
 - **West Zoning:** Yavapai-Apache Zoning (Agricultural and Residential Single-Family)
- **Acreage**



Town Council

Agenda Information Memorandum

- 72.12 total acreage

BACKGROUND:

It is important to note that, under the current Planning and Zoning Ordinance (Section 302.A.3.b), RVs may be temporarily located on a parcel for up to 10 days without a use permit.

The proposed project is a request by Mark Kite, designated agent for Jackpot Ranch, owned and operated by the Shuster Foundation LTD (Gary Shuster, Cindi Eagleton, Brent Shuster, and Marla Worth). The applicant is seeking approval for Use Permit #2025-0008 to operate a Recreational Vehicle Park (RV Park) under subsections 203.H.3 and 601.C of the Planning and Zoning Ordinance. The applicant submitted the Use Permit application on Thursday, April 3, 2025, to establish a Recreational Vehicle Park with 60 RV spaces, including 2 spaces designated for Park Models, but later reduced the total to 56 RV spaces. Of the 56 spaces, the applicant is seeking approval for 44 spaces under the RV Park Use Permit, which would allow stays to exceed 10 days. The remaining 12 spaces would be limited to 10 days or less, which is permitted in the Town's Planning and Zoning Ordinance (Section 302.A.3.b) for all zones, and as such, would not need to be included in the RV Park Use Permit total.

The requested Use Permit #2025-0008 for the Recreational Vehicle Park is distinct and separate from the existing approved use permits for Jackpot Ranch as this request applies only to specific areas within the larger Jackpot Ranch property, rather than the site as a whole, and includes detailed operational standards and restrictions specific to RV park use. It is also important to note that parcels 403-17-006K, 403-18-001H, and 403-18-107C, referenced in resolution 2014-919, were combined by the property owner or representative in 2024 to create parcel 403-17-006L.

Additionally, the proposed RV Park is located within a residential zoning district. Ordinance 2025-205A prohibits RV Parks in residential zones; however, the Ordinance did not become effective until June 7th, 2025. The Jackpot Ranch RV Park Use Permit application (#2025-0008) was submitted on May 7th, 2025, which was before the Ordinance effective date. Accordingly, the application must be reviewed and evaluated under the prior RV Park regulations that were in effect at the time of submittal.

SITE DESCRIPTION AND PRESENT USE:

The proposed project site parcel 403-17-006L is off West Reservation Loop Road at 3,141,547.2 square feet (72.12 total acres). The proposed project site can be accessed from two (2) points off of West Reservation Loop Road, approximately 385.5 feet apart. There is another possible access point to the proposed project site off West Cimarron Drive. All three (3) access points are gated. The roadway surface within the proposed project site is composed of hard, compacted dirt and/or gravel, with a roadway width of approximately 25 feet. A white picket fence lines the northernmost area of the site, with additional interior and exterior fencing throughout the remainder of the site, including a 6 x 70 concrete retaining wall. Much of the southernmost part of the proposed project site consists of pastureland used for horse grazing along with a dirt roadway, structure, and playground equipment located at the rear of the property nearest the Verde River.

STAFF RECOMMENDATION – USE PERMIT APPLICATION APPROVAL:

Staff recommends approving the motion to recommend **approval of** Resolution 2026-1216, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for Use Permit #2025-008. A Use Permit to operate an RV Park **with the recommended conditions from the Planning and Zoning Commission.**



Town Council

Agenda Information Memorandum

The Use Permit application for the proposed Recreational Vehicle Park has been reviewed for compliance with the Camp Verde Zoning Ordinance, Town Code, and General Plan.

According to Section 601.C of the Zoning Ordinance, Use Permits are intended to ensure the orderly use of land in accordance with the General Plan and applicable Town standards, particularly for uses that may require special conditions for compatibility with surrounding areas. The criteria outlined in the Town's ordinance provide an objective framework for evaluating Use Permit applications for a Recreational Vehicle Park, ensuring that approvals are based on compliance with established standards rather than subjective opinion.

Upon review, Town staff has determined that the applicant **has met the required criteria** for a Use Permit, as follows:

- The proposed use is consistent with the 2016 General Plan, specifically the Middle Verde Character Area, which recognizes recreational vehicle parks as an existing land use.
- The proposed site demonstrates compliance with ingress/egress, road standards, and fire safety requirements as reviewed by Copper Canyon Fire District and the Town Engineer.
- The proposed development meets the traffic and nuisance control criteria outlined in the Use Permit approval standards.
- The proposed use is compatible with surrounding uses, provided mitigation measures are implemented.

Question(s) before the Council:

- Does the Town Council have any questions for staff or the applicant?
- Does the Town Council want to add and/or change any of the Use Permit recommended conditions?

Proposed Motion(s):

Motion to recommend **approval** Resolution 2026-1216, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for Use Permit #2025-008. A Use Permit to operate an RV Park.

OR

Motion to recommend **approval of** Resolution 2026-1216, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for Use Permit #2025-008. A Use Permit to operate an RV Park **with the recommended conditions from the Planning and Zoning Commission**.

OR

Motion to recommend **denial** Resolution 2026-1216, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for Use Permit #2025-008. A Use Permit to operate an RV Park.



Town Council

Agenda Information Memorandum

Jackpot Ranch RV Park Use Permit (#2025-0008)

Public Hearing for Resolution 2026 - 12 16: Application Review, Code Analysis & Potential Conditions of Approval

Project & Parcel Overview

- **Location & Parcel:** 2025 W. Reservation Loop Road (Parcel 403 -17-006L, 72.12 Acres).
- **Zoning & Character Area:** Rural Residential (RR-2A) within the Middle Verde Character Area.
- **Existing Entitlements:** Prior Council Resolutions 2009 -771 & 2014-919 approve retreats, horse motel, event center, and minor assembly.
- **Applicant Request:** Use Permit to operate an RV Park with 56 total designated spaces.
- **Use Permit Scope:** 44 spaces for extended stays (>10 days). Remaining 12 spaces restricted to short -term (≤ 10 days, permitted by-right under Sec 302.A.3.b). Includes 2 Park Model units.

Regulatory Framework & Vesting

Pre-Filing & Vesting Rights

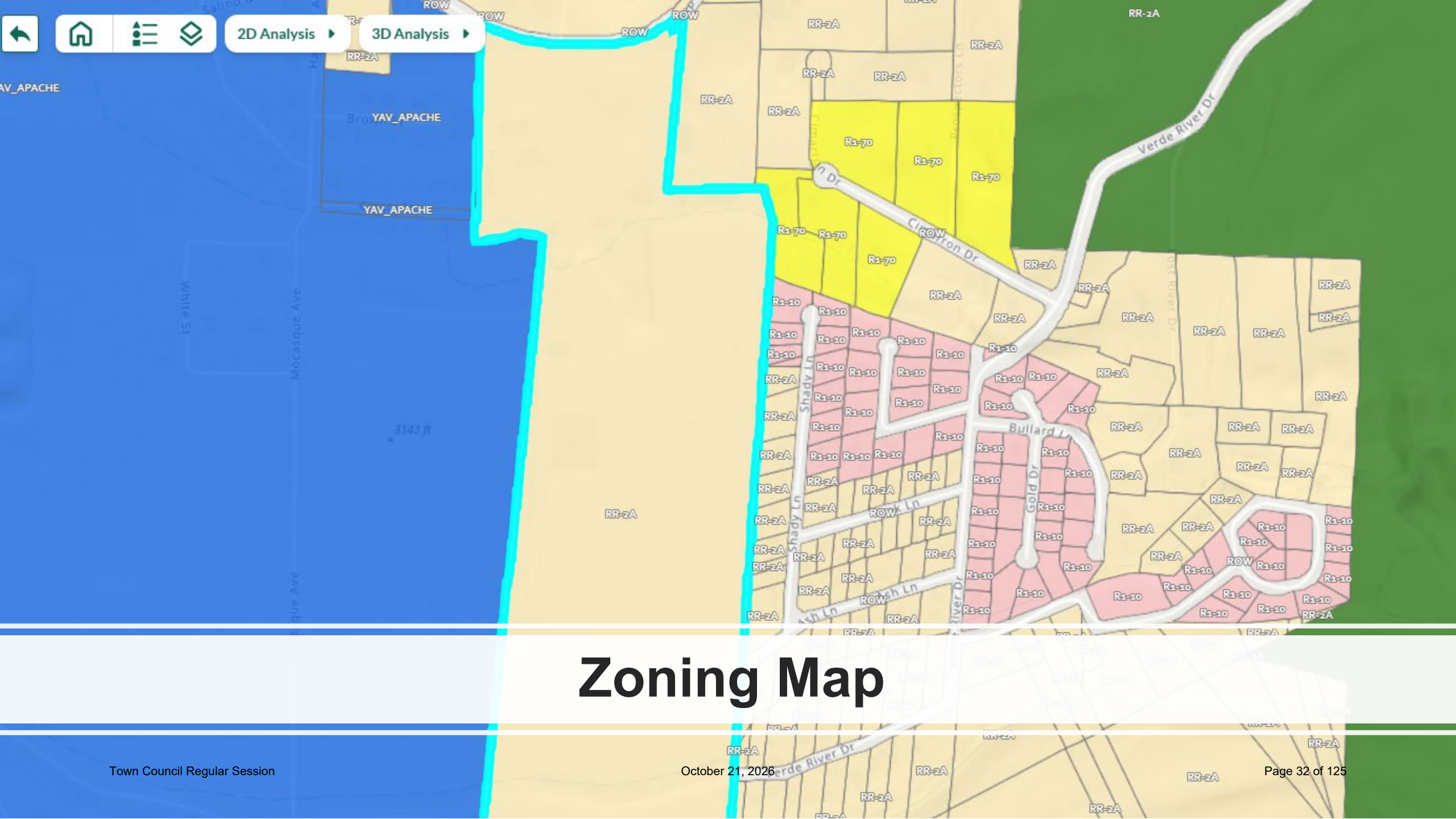
The application was submitted on May 7, 2025. Town Ordinance 2025-205A subsequently removed RV Parks as a permissible Use Permit in residential zones effective June 7, 2025.

Because submittal preceded the effective date, Arizona law requires the application to be evaluated under prior regulations (Section 203.H.3 / 601.C).

Layout & Buffer Adjustments

Original proposal was 60 RV spots dispersed across the ranch. Working with staff and engineers, the plan was consolidated to 56 spaces.

44 spots are concentrated near the equestrian arena to ensure proper 20-foot perimeter buffer compliance, optimized utility connections, and better emergency access.



2D Analysis ▶

3D Analysis ▶

Zoning Map



2D Analysis ▶

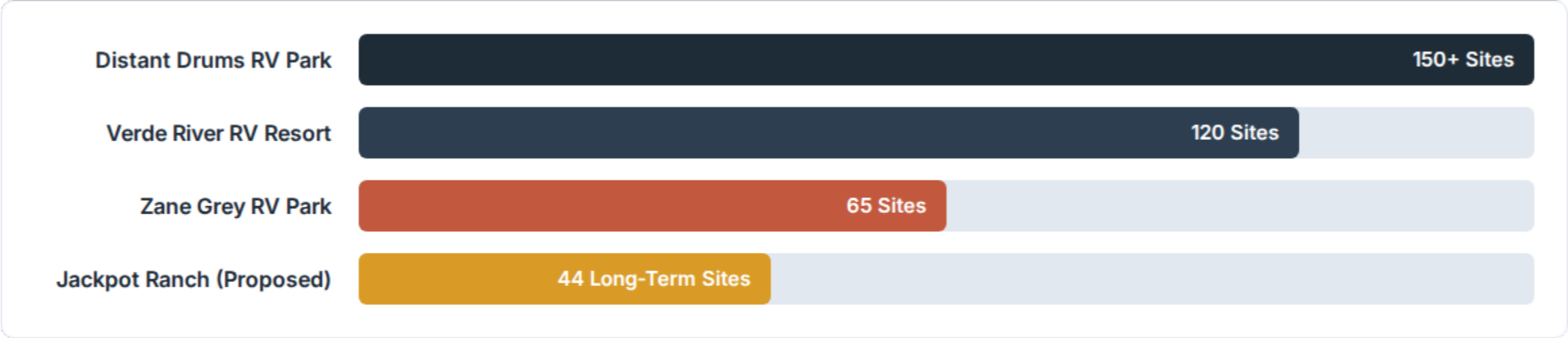
3D Analysis ▶

Aerial Map

Aerial View with Tree Barrier

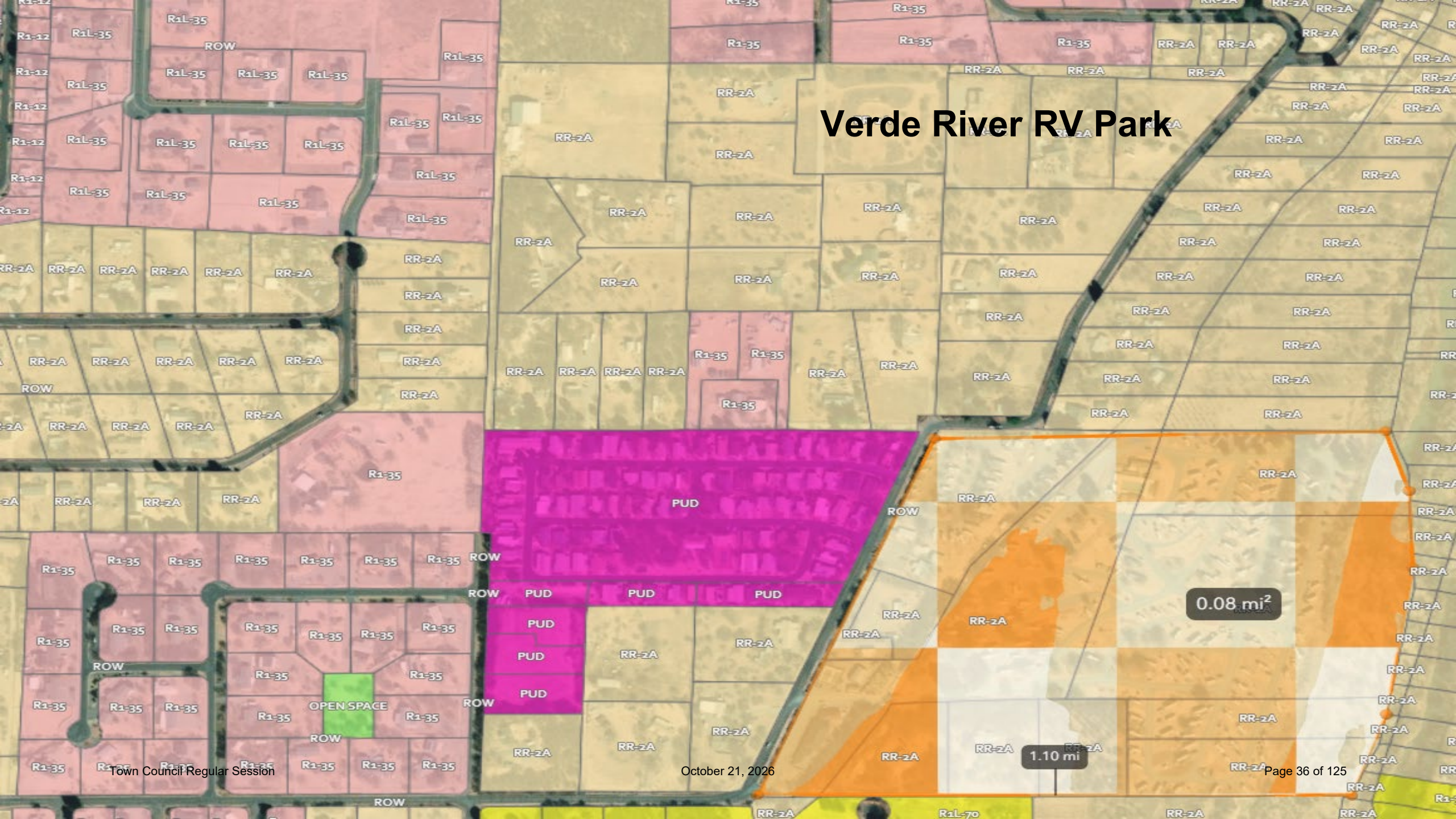


Camp Verde Approved RV Parks



Jackpot Ranch's request for 44 extended stay RV spaces represents a modest scale compared to established RV operations within the Town of Camp Verde jurisdiction.

Verde River RV Park



Zane Grey RV Park



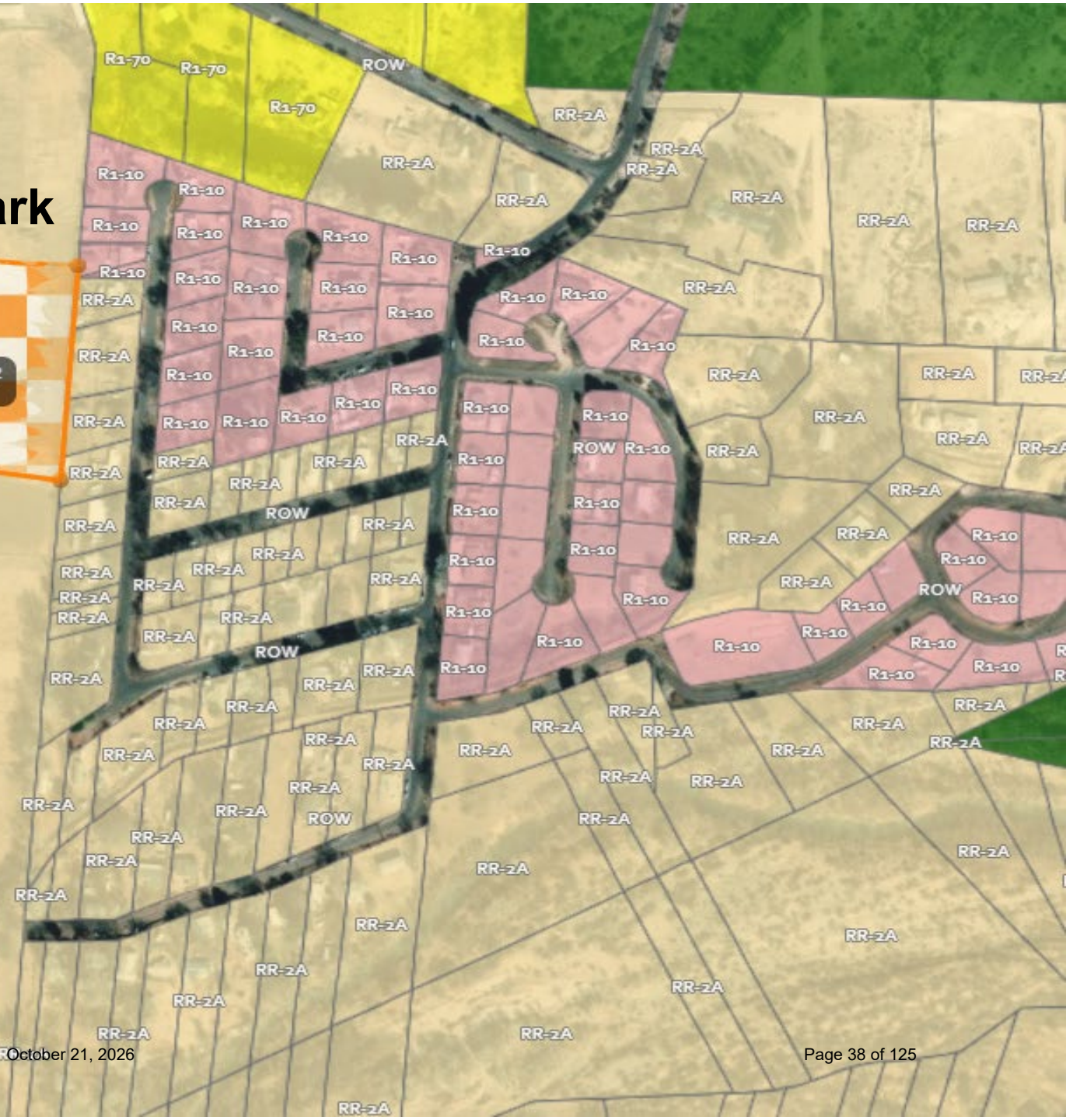
Jackpot Ranch RV Park

0.41 mi



270,503.06 ft²

RR-2A



Site Design & Numerical Metrics

44

Long-Term RV Spaces
Under Use Permit

56

Total Proposed RV Spaces

44 Permitted Long-Term Spaces:	Stays exceed 10 Days, Regulated under Use Permit #2025-008
12 Short-Term Spaces:	Stays limited to 10 days or less (permitted under Sec. 302.A.3.b).
1500 SF Minimum Area:	Each RV space meets/exceeds 30 ft width and 1.5 parking spaces ratio.
20-Foot Landscape Buffer:	Maintained along property lines abutting residential districts.

Neighborhood Input & Risk Mitigation



Noise & Event Hours

Strictly enforced 10:00 PM quiet cut -off time.
On-site management hotline provided to neighbors for immediate issue resolution.



Lighting & Dark Sky

All exterior lighting converting to Dark Sky compliant fixtures. Mandatory annual lumen audit to eliminate light trespass.



Dry Camping & Traffic

Prohibition of dry camping and portable generators. Entry signage added to prevent RV turn-around issues on local roads.

Section 601.C Use Permit Criteria

Standards for Orderly Land Use

- **Traffic Safety:** Access points and fire circulation satisfy Town engineering.
- **Nuisance Controls:** Standards for odor, dust, noise, and light glare met with conditions.
- **General Plan Harmony:** Aligns with Middle Verde Guest Ranch / RV Park character.
- **Compatibility:** Perimeter 20 -ft buffer & consolidated footprint protect neighbors.
- **Behavioral Management:** On-site park management & enforced rules required.

5

Core Code Standards evaluated

Staff Recommendation

- The proposed use is consistent with the 2016 General Plan, specifically the Middle Verde Character Area, which recognizes recreational vehicle parks as an existing land use.
- The Proposed site demonstrates compliance with ingress/egress, road standards, and fire safety requirements as reviewed by Copper Canyon Fire District and the Town Engineer.
- The proposed development meets the traffic and nuisance control criteria outlined in the Use Permit approval standards.
- The proposed use is compatible with surrounding uses, provided mitigation measures are implemented.

Staff and Commission Recommended Conditions: Operational

Maximum Extended-Stay Cap:

Approval limited strictly to 44 extended-stay RV spaces (>10 days). Any expansion requires a formal Use Permit amendment.

20-Foot Perimeter Buffer:

Maintain an unencumbered 20-foot landscaped buffer abutting all exterior property lines per Zoning Section 306.B.7

Natural Screening:

Natural Screening material be used on the eastern edge of the property to address visual concerns by neighbors. Screening shall be no less than 10 feet in height and must represent a 75% screening of the proposed site.

Quiet Hours & Nuisance Enforcement:

Strict 10:00 PM to 7:00 AM quiet hours. Absolute prohibition on portable generator usage.

Dark Sky Lighting Compliance:

All RV park lighting must be fully shielded and Dark Sky compliant. Annual lumen audits submitted to Town Staff.

Staff and Commission Recommended Conditions: Health & Safety

Wastewater & Environmental Permits:

Mandatory ADEQ / Yavapai County 4.23 General Permit approval prior to operation. Enforce 100-foot well setback.

Fire District Approvals:

Maintain 20-foot wide emergency driveways (75,000 lb load capacity) and construct required fire protection water tank & FDC.

Code Violation Resolution:

Complete final inspections for workshop conversion, game room, and fire sprinkler systems before RV park occupancy.

Large Event Advance Notice:

Provide written notice to neighbors and emergency services at least 14 days prior to any event exceeding 300 attendees. Apply for a “Special Event’s Permit” through Development Services.

Council Action Options Today

Recommendation

Option 1:

Motion to recommend **approval** Resolution 2026-1216, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for Use Permit #2025-008. A Use Permit to operate an RV Park.

Option 2: *(Staff Recommended)*

Motion to recommend **approval of** Resolution 2026-1216, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for Use Permit #2025-008. A Use Permit to operate an RV Park **with the recommended conditions from the Planning and Zoning Commission.**

Option 3:

Motion to recommend **denial** Resolution 2026-1216, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for Use Permit #2025-008. A Use Permit to operate an RV Park.

Discussion & Commission Motion

Town Staff recommends approval of Resolution 2026 - 12 16 with conditions.
Open for Council discussion, questions for Staff / Applicant, and public testimony.

Town of Camp Verde • Development Services Department



RESOLUTION NO. 2026-1216

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING USE PERMIT 2025-0008, WITH CONDITIONS, FOR JACKPOT RANCH (JACKPOT RANCH RV PARK) TO BE LOCATED AT 2025 W. RESERVATION LOOP ROAD, CAMP VERDE, ARIZONA, 86322 ASSESSOR'S PARCEL NUMBER (APN) 403-17-006L.

WHEREAS, the Planning & Zoning Ordinance and Subdivision Regulations, provide criteria under Section 601.C, Zoning Decisions, Use Permit Approvals, for the orderly use of the land in conformity with the General Plan and Town standards; and

WHEREAS, a request for approval of Use Permit 2025-0008 was filed by the applicant Mark Kite, designated agent for the Shuster Foundation LTD, owner of parcel 403-17-006L; and

WHEREAS, the purpose of the Use Permit is to allow the applicant and property owner in the RR-2A Zoning District to develop and operate a Recreational Vehicle Park; and

WHEREAS, the applicant filed the request for approval of Use Permit 2025-0008 on May 7, 2025, prior to Ordinance 2025-205A becoming effective on June 7, 2025, prohibiting RV Parks in residential zones; accordingly, the application is reviewed and evaluated under the RV Park regulations in effect at the time of submittal; and

WHEREAS, the applicant held a neighborhood meeting on June 18, 2025, and March 19, 2026, that was advertised and posted according to state law; and

WHEREAS, a public hearing before the Planning and Zoning Commission was advertised and noticed according to state law; including a 300-foot notice mailed to property owners on April 21, 2026; a public hearing notice posted in the Verde Valley Independent & Camp Verde Bugle per state law; and posting of the site on April 21, 2026 for the change of the public hearing date from April 30, 2026 to May 14, 2026; and

WHEREAS, the Planning and Zoning Commission in a Regular Session on April 30, 2026, approved the postponement of the public hearing date to May 14, 2026; and

WHEREAS, the Planning and Zoning Commission considered the Use Permit Application UP25-0008 for the proposed RV Park (Jackpot Ranch), located at 2025 W. Reservation Loop Road, Camp Verde, Arizona 86322, Assessor's Parcel Number 403-17-006L during a regular session on May 14, 2026;

WHEREAS, the Planning and Zoning Commission approved a motion recommending denial of Use Permit Application UP25-0008 to the Mayor and Common Council by a vote of six (6) in favor and zero (0) opposed; and

WHEREAS, the Mayor and Common Council considered Use Permit Application UP25-0008 at a duly noticed public hearing on July 15, 2026, and remanded the application to the Planning and Zoning Commission for further consideration and a complete review of the factual record; and

WHEREAS, the Planning and Zoning Commission held a public hearing on the remanded application during a regular session on August 27, 2026; and

WHEREAS, the Planning and Zoning Commission approved a motion recommending approval of Use Permit Application UP25-0008, with conditions, to the Mayor and Common Council by a vote of five (5) in favor and one (1) opposed; and

WHEREAS, a public hearing before the Town Council was advertised and noticed according to state law, including a 300-foot notice mailed to property owners on October 5, 2026, a public hearing notice posted in the Verde Valley Independent & Camp Verde Bugle per state law, and posting of the site on October 5, 2026; and

WHEREAS, the Mayor and Common Council considered Use Permit Application UP25-0008, together with the recommendation of the Planning and Zoning Commission and all public testimony and evidence presented, at a duly noticed public hearing on October 21, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE:

- A. The Council finds that the use covered by the Use Permit, the manner of its conduct, and any structure that is involved, will not be detrimental to persons residing or working in the vicinity of adjacent property, to the neighborhood, or the public welfare in general, and that the use will be in conformity with any conditions, requirements, or standards prescribed by the Town Code or Council.
- B. The Council finds that the Use Permit is valid and operable for an indefinite period of time, with a review of the Use Permit to be completed six (6) months after the approval of the Use Permit and annually thereafter to ensure the development conforms to the Use Permit conditions, Zoning Ordinance and Town Code and that no use may be modified, changed, altered or increased in intensity, in any manner that conflicts with the Use Permit and/or required conditions of approval, without approval of a new Use Permit.
- C. The proposed Use Permit is in conformity with the Town of Camp Verde General Plan and Planning and Zoning Ordinance and is hereby approved for an indefinite period of time and in accordance with the letter of intent shown in Exhibit A, the site plan shown in Exhibit B, and the conditions shown in Exhibit C.
- D. The conditions of approval set forth in Exhibit C are incorporated herein by this reference and shall be binding upon the applicant, the property owner, and all successors in interest, and shall run with the land as provided in the conditions of approval.

**PASSED AND APPROVED BY A MAJORITY OF THE TOWN COUNCIL OF THE TOWN OF
CAMP VERDE, ARIZONA, ON THIS 21st DAY OF OCTOBER 2026.**

Marie Moore, Mayor

ATTEST:

Leah Rhodes, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman, PLLC



Jackpot Ranch

2025 W Reservation Loop Rd
Camp Verde, AZ 86322

4/30/26

Town of Camp Verde
Community Development Department

Subject: Final Letter of Intent – Use Permit Application for RV Park at Jackpot Ranch

Dear Town of Camp Verde Representatives,

I am submitting this Letter of Intent in support of our Use Permit application for the proposed RV Park at Jackpot Ranch. This submittal reflects a refined plan developed through coordination with Town staff, engineering review, fire safety considerations, and site-specific constraints.

Throughout this process, our objective has not simply been to develop an RV Park, but to arrive at the best possible outcome for all stakeholders—guests, neighboring properties, and the Town of Camp Verde.

Project Overview

The proposed RV Park is designed as a seasonal, professionally managed lodging use, not a permanent residential community. It is intended to support Camp Verde's tourism economy while preserving the rural character of the area.

This approach allows the property to:

- Accommodate visitors in a controlled and well-managed environment
- Support local businesses and tourism
- Avoid adding permanent population or long-term strain on infrastructure

Final Proposed Plan

The current plan reflects the result of iterative refinement and represents the most balanced and workable configuration:

- Area 1 2 Park Models (≤10-day stays)
- Area 2 8 RV sites (≤10-day stays)
- **Area 3 44 sites within the defined RV Park Area (Seasonal Use)**
 - **May 1 – September 30: Maximum stay of 30 days**
 - **October 1 – April 30: Maximum stay of 180 days**
- Area 4 2 RV sites (≤10-day stays)

Total: 56 units



Clarification of Site Count History

Our initial site plan presented at the neighborhood meeting identified a total of sixty (60) RV sites across Areas 1, 2, 3, and 4. The Use Permit application specifically focuses on Area 3, which was originally shown with fifty (50) RV sites.

At that time, Jackpot Ranch was working with the Town of Camp Verde and our engineer to address planning issues identified during the review process. As the design evolved, required buffering, circulation improvements, and other site enhancements were incorporated in coordination with Town staff. These refinements resulted in a reduction of Area 3 to forty-four (44) RV sites, as reflected in the final site plan and this Letter of Intent.

Why This Plan Represents the Best Outcome

Earlier concepts were evaluated and refined through real-world constraints and coordination with Town requirements. The current plan reflects intentional decisions to balance competing priorities.

For Guests

- Clean, safe, and professionally managed accommodations
- Stay durations aligned with seasonal use patterns
- Improved layout and infrastructure

For Neighboring Properties

- Reduced density from earlier concepts
- Consolidated layout to minimize spread and visual impact
- Existing privacy wall, supplemented by additional setback distance, provides effective separation

For the Town of Camp Verde

- Supports tourism and local economic activity
- Avoids creating permanent housing or population increases
- Meets development standards and operational controls
- Creates a more serviceable and manageable site for fire and infrastructure needs



Project Refinement Process

The evolution of this plan has been a necessary and disciplined part of responsible development.

Key refinements were driven by:

- Fire safety and emergency access requirements
- Engineering feasibility and infrastructure constraints
- Town buffering and site design standards
- Operational considerations for long-term management and compliance

The current configuration is not an interim concept—it is the result of resolving these constraints into a cohesive and workable final design.

Compatibility with the Surrounding Area

The project has been specifically designed to integrate with the surrounding rural context:

- Low-intensity, seasonal use consistent with the area
- Existing privacy wall and additional setback distance provide meaningful separation from neighboring properties
- Managed internal circulation to limit external impacts

The seasonal nature of the use helps ensure compatibility without introducing long-term residential pressures.

Operational Commitments

Jackpot Ranch is committed to maintaining a high standard of operation:

- Clearly defined rules governing length of stay and site use
- Active on-site management and oversight
- A clean, orderly, and well-maintained environment
- Ongoing responsiveness to Town and community input

Conclusion

This proposal represents a thoughtful and refined plan that balances the needs of guests, neighbors, and the Town.

The changes made throughout this process were not shifts in direction, but deliberate steps toward achieving the most appropriate and sustainable outcome.



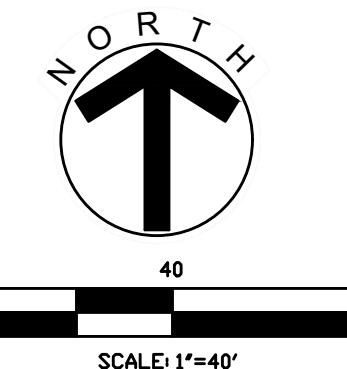
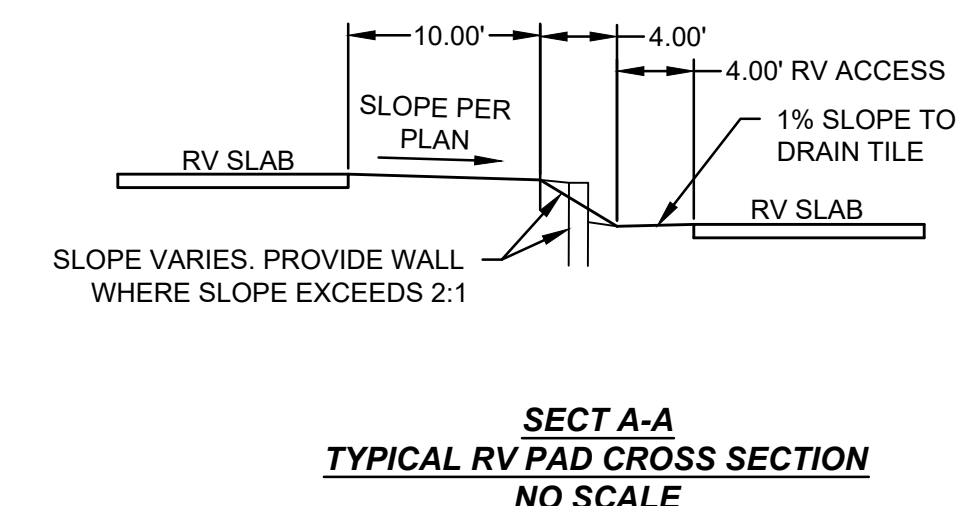
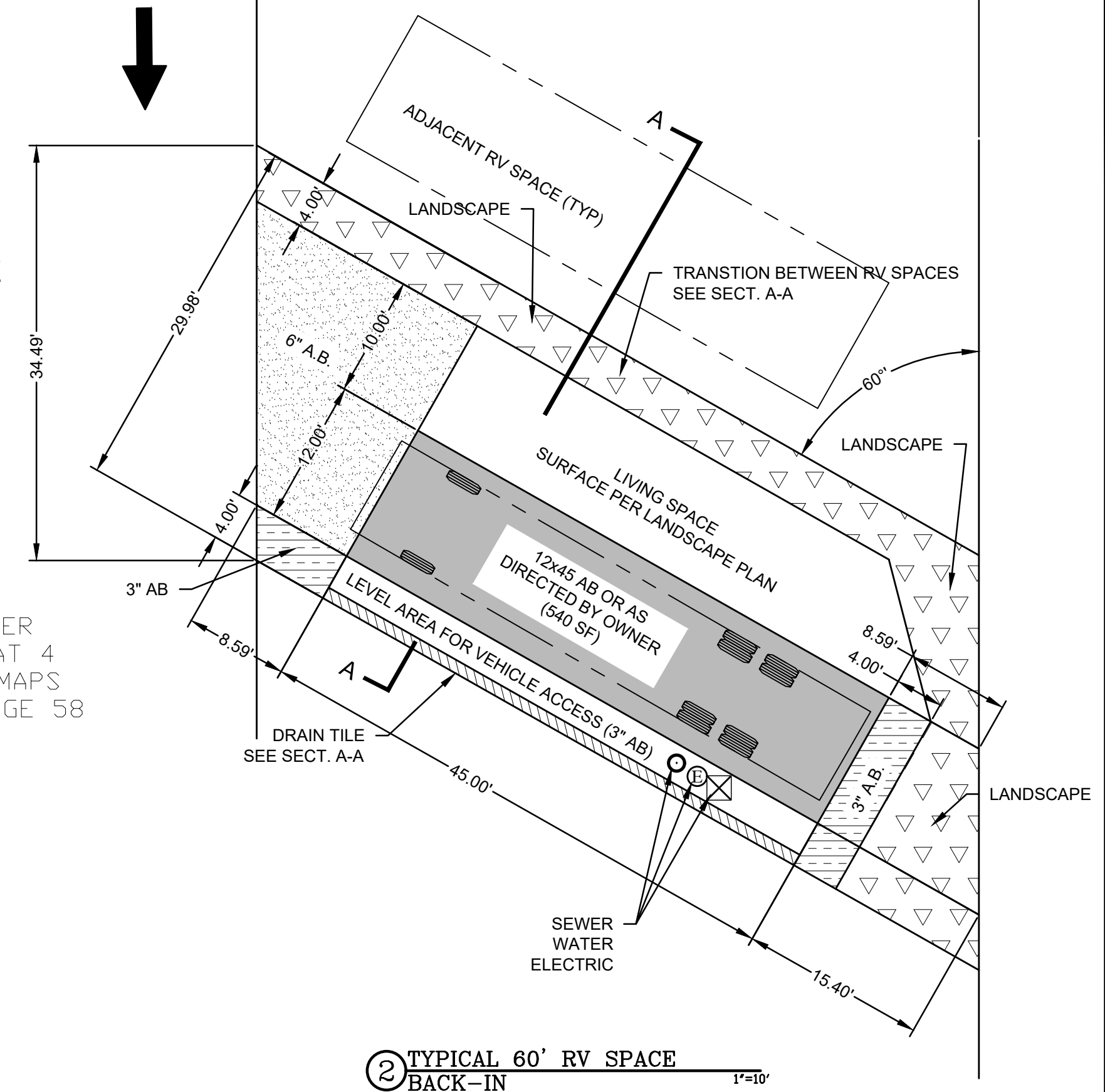
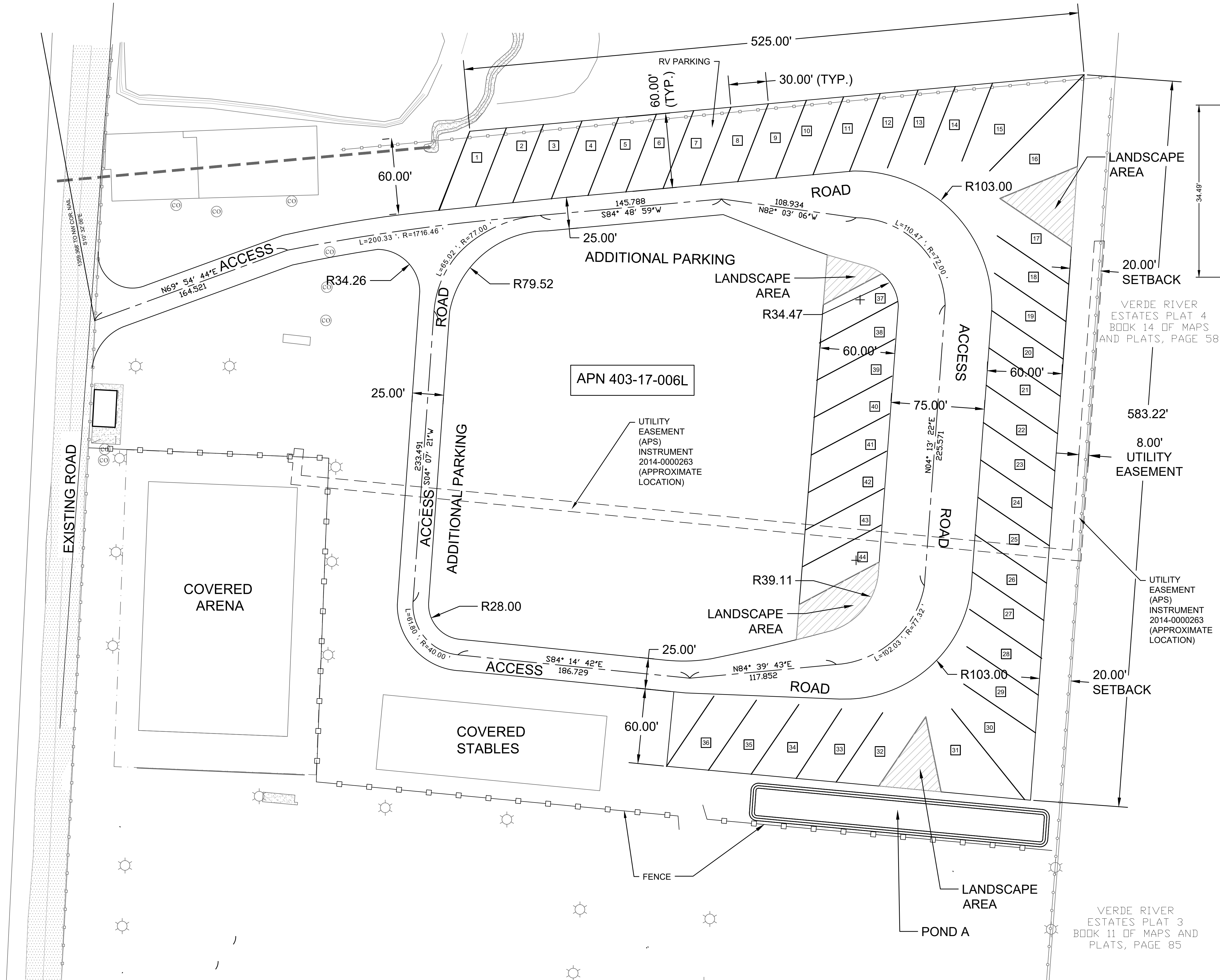
We believe this plan reflects the best possible balance of economic benefit, community compatibility, and responsible land use, and we respectfully request your consideration of this Use Permit application.

Thank you for your time and continued guidance throughout this process.

Sincerely,

A handwritten signature in black ink, appearing to be "Mark Kite", with a long, sweeping horizontal line extending to the right.

Mark Kite
Jackpot Ranch



NOTE:
INSIDE CURVE RADII MUST BE 28' MIN. PER CAMP VERDE FIRE CODE

Exhibit B



PRELIMINARY

SEE NOTE 3.1 PRIOR TO CONSTRUCTION

JACKPOT RANCH RV DEVELOPMENT
GRADING PLAN



825 COVE PARKWAY
COTTONWOOD, AZ 86326
(928) 282-7787

SITE PLAN LAYOUT 4

DATE 4/22/26	DRAWN FD	SHEET 3 OF 6
SCALE AS SHOWN	CHECKED KG	PROJECT NO. 25-1101CE

Exhibit C

USE PERMIT #25-0008 RECOMMENDED CONDITIONS

1. The applicant shall comply with the requirements contained in the letter of intent and site plan specific to the 44 RV spaces.
2. Any changes, modifications, or additions to this project at any time shall be submitted to the Town for review and approval through the Planning & Zoning Commission and Town Council.
3. This permit shall run with the land in perpetuity, unless the use is discontinued for a period of six (6) months, or the permit is voided according to procedures in the Town of Camp Verde Planning and Zoning Ordinance.
4. The use of generators shall be strictly prohibited, except in cases of emergency or in conjunction with a planned and approved event located on the subject site.
5. Unless modified by these conditions, or the narrative and application materials, the applicant shall comply with all Town Code, Zoning Ordinance, approved development standards review, Copper Canyon Fire and Medical standards, and all county, state, and federal agencies and laws and other laws and requirements. This includes obtaining building permits for all new improvements, as required by the Chief Building Official and Building Code.
6. No dry camping will be permitted in the approved RV spots. All vehicles must be connected to utilities.
7. The RV Park shall observe quiet hours between 10pm and 7am, Monday through Sunday. The applicant and/or on-site caretaker shall post a sign advising guests about the quiet hours.
8. The RV Park shall comply with all nuisance, noise, lighting, and refuse collection regulations as provided in the Planning and Zoning Ordinance and the Town Code and all county, state and federal agencies and Laws. All Lighting must be Dark Sky compliant.
9. If the Septic System exceeds 3000 gallons per day, an Engineer will be required to design an On-Site Wastewater Treatment System. This system shall meet the requirements of Arizona Administrative Code R18-9-E323 and the requirements of the Town of Camp Verde Engineering Department. The Town of Camp Verde shall review this system prior

to submitting any building permits and prior to submitting the design to Yavapai County.

10. Mechanical equipment, electrical meter and service components, and similar utility devices shall be screened and/or painted to blend in with adjacent landscaping.
11. Stormwater runoff generated by the RV park shall be managed on-site to prevent discharge onto adjacent properties or public rights-of-way. Responsibility is limited to runoff originating within the boundaries of the subject property. The applicant's stormwater management plan will be reviewed and approved during the Development Standards Review.
12. The RV park shall have an approved water supply capable of supplying the required fire flow for fire protection, which shall be provided to premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved onto or within the Copper Canyon Fire and Medical Department (CCFMD) per section 507 of the Fire Code.
13. The RV Park shall maintain at least one (1) on-site caretaker at all times to ensure compliance with the Zoning Ordinance, Town Code, and these Use Permit conditions.
14. Town staff shall be allowed to enter the property to investigate complaints received that are related to use of the property. These may include, but are not limited to, noise, odor, dust, insects, and other potential nuisances. Town inspections will only be performed to investigate potential violations of the use permit, Zoning ordinance, or other Town ordinances. Town staff shall provide advance notice to and coordinate with the property owner or manager to schedule inspections.
15. Staff shall review this use permit (6) six months after approval and every year thereafter to ensure the project conforms to the use permit conditions, Zoning ordinance, and Town Code. Staff will provide an update to the Town Council on the applicant's compliance with the Use Permit annually.

Planning and Zoning Requested Conditions Agreed Upon:

Operational Conditions:

1. **Maximum Extended Stay Cap:** Approval limited strictly to 44 extended-stay RV Spaces (>10 days). Any expansion requires a formal Use Permit amendment.
2. **Special Events Permit:** Require Jackpot Ranch to provide advance notice of all large events and submit “Special Events Permits” through the Town’s Govwell Portal for all future events (No specific event attendance number was recommended).
3. **Fire Safety:** Open fires and charcoal grills would be prohibited with only gas grills permitted.
4. **Stay Limit:** Requirement that all long-term stay guests renew their stay every 29 days.
5. **20-Foot Perimeter Buffer:** Maintain an unencumbered 20-foot landscaped buffer abutting all exterior property lines per Zoning Section 306.B.7
6. **Natural Screening:** Natural Screening material be used on the eastern edge of the property to address visual concerns by neighbors. Screening shall be no less than 10 feet in height and must represent a 75% screening of the proposed site. Barrier to extend south past the RV Park to minimize impact lots near the RV Park.
7. **Dark Sky Lighting Compliance:** All RV park lighting must be fully shielded and Dark Sky compliant. Annual lumen audits submitted to Town Staff.

Health and Safety Conditions:

1. **Wastewater & Environmental Permits:** Mandatory ADEQ / Yavapai County 4.23 General Permit approval prior to operation. Enforce 100-foot well setback.
2. **Fire District Approvals:** Maintain 20-foot wide emergency driveways (75,000 lb load capacity) and construct required fire protection water tank & FDC.
3. **Code Violation Resolution:** Complete final inspections for workshop conversion, and fire sprinkler systems before RV park occupancy.
4. **Large Event Advance Notice:** Provide written notice to neighbors and emergency services at least 14 days prior to any event exceeding 300 attendees. Apply for a “Special Event’s Permit” through Development Services.



Town of Camp Verde Vision Statement

"Camp Verde is welcoming, a safe community, a vibrant economy, thoughtfully growing, and offering an exceptional quality of life."

**MINUTES
TOWN OF CAMP VERDE – PLANNING & ZONING COMMISSION
REGULAR SESSION
473 S. MAIN STREET, SUITE 106
THURSDAY, AUGUST 27, 2026, at 6:00 P.M.**

1. Call to Order

Chairman Tippettt called the meeting to order at 6:00 p.m.

2. Roll Call. Commissioner Monte Pierce, Commissioner Jane Whitmire, Vice Chair Todd Scantlebury (absent), Commissioner Crisi Clark, Commissioner David Gressly, Commissioner Jack Confer, Chairman Bill Tippettt.

Also Present: Development Services Director Christian Green, Planner II Cory Mulcaire, Town Attorney John Paladini, and Administrative Assistant Conner Bustamante.

3. Pledge of Allegiance

Commissioner Whitmire led the Pledge of Allegiance.

4. Consent Agenda - All 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 a separate item if a member of the Commission requests it.

a. Approval of Minutes:

1) Regular Session – July 9, 2026

b. Set Next Meeting, Date(s) and Time(s):

1) Regular Session – September 10, 2026 at 6:00 p.m.

2) Regular Session – September 24, 2026 at 6:00 p.m.

Chairman Tippettt noted that he would not be attending the September 10, 2026, Regular Session, and that Vice Chair Scantlebury would chair that meeting.

On a **motion** made by Commissioner Whitmire, seconded by Commissioner Clark, the Commission **moved to approve** the consent agenda as presented.

Roll Call Vote:

Commissioner Pierce: aye

Commissioner Gressly: aye

Commissioner Confer: aye



Town of Camp Verde Vision Statement

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Commissioner Whitmire: aye
Commissioner Clark: aye
Vice Chair Scantlebury: absent
Chairperson Tippet: aye
Motion Carried 6-0.

5. **Call to the Public for items not on the agenda** – Residents are encouraged to comment about any matter not included on the agenda. State law prevents the Commission from taking any action on items not on the agenda except to set them for consideration at a future date.

There was no public comment.

6. **Public Hearing** – Use Permit #2025-0008 (Resolution 2026-1216): Discussion, consideration, and possible recommendation to the Town Council regarding Resolution 2026-1216, a request for Use Permit #2025-0008 to allow the operation of an RV park with conditions on property located at 2025 W. Reservation Loop Road (APN 403-17-006L).

Per Town Council direction, this item is remanded to the Planning and Zoning Commission to review its May 14, 2026, unanimous recommendation (6-0) for denial. The Commission is requested to provide updated recommendations, including specific findings of fact for both approval or denial, for Resolution 2026-1216. Staff Resource: Development Services Director Christian Green and Planner II Cory Mulcaire.

The Commission discussed the Conditional Use Permit application for Jackpot Ranch and considered concerns raised by neighboring property owners regarding the proposed RV sites, including proximity to residences, visual and noise impacts, lighting, traffic, fire safety, flooding, wastewater, groundwater, and emergency access. A proposed site-plan modification was discussed that would increase the separation between the RV sites and neighboring properties and provide a landscaped buffer consisting of trees and shrubs. Commissioners also discussed conditions addressing generators, nighttime noise, lighting, landscaping, water use, outdoor cooking and fire restrictions, special-event permits, traffic, and other site and operational requirements.

The Commission also discussed the applicability of the Town's 2025 code amendment restricting RV parks and whether the application was subject to the regulations in effect when it was submitted in April 2025. Town legal counsel explained the distinction between vested-rights issues and diminution-of-value considerations under Arizona law and advised the Commission to focus its recommendation on factual findings regarding land-use impacts and whether proposed conditions would adequately or substantially mitigate those impacts. Questions were raised regarding when the application became complete, payment of fees, and whether subsequent amendments affected the application's filing date.



Town of Camp Verde Vision Statement

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Commissioners discussed the 2016 General Plan and the requirement to maintain the low-density and rural character of the applicable area. One Commissioner stated that, in their view, the proposed use and conditions were inconsistent with the General Plan and indicated an intention to vote against the recommendation. Other Commissioners stated that the proposed conditions would provide the Town with greater oversight and would substantially mitigate the impacts of the identified. The importance of consistent enforcement of the conditions was also discussed, particularly given concerns about past enforcement practices. Staff explained that special-event permitting would provide an additional mechanism for notifying law enforcement, fire personnel, and code enforcement of events occurring on the property.

Chairperson Tippet opened the public hearing at 7:01 p.m.

Public Comment:

Alain Torres spoke in favor of this item.

Ryna Rock, Cheryl Eichhorn, Ty Strout, Kathy Magaña, Aleta Buck, Tim Kendall, and Suzanne L. Martin spoke in opposition of this item.

Chairperson Tippet closed the public hearing at 7:29 p.m.

Following discussion, the Commission recommended approval of the Conditional Use Permit with the previously recommended conditions and additional conditions discussed during the meeting, including enhanced landscaping and buffering, operational restrictions, fire and lighting requirements, special-event permitting, and other mitigation measures.

Town Attorney Paladini and Director Green responded to questions from the Commission.

On a **motion** made by Chairperson Tippet, seconded by Commissioner Clark, the Commission **moved to approve** Resolution 2026-1216, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for Use Permit #2025-008. A Use Permit to operate an RV Park.

Roll Call Vote:

Commissioner Pierce: aye
Commissioner Gressly: aye
Commissioner Confer: nay
Commissioner Whitmire: aye
Commissioner Clark: aye
Vice Chair Scantlebury: absent
Chairperson Tippet: aye

Motion Carried 5-1.

- 7. Current Events** – Individual members of the Commission may provide brief summaries of current events and activities. The Commission will take no discussion, consideration, or action



Town of Camp Verde Vision Statement

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on any such item, except that an individual Commission member may request an item be placed on a future agenda.

The Commission reported on current events and activities.

Commissioner Confer requested that a previous discussion regarding a non-compliance list be placed on a future agenda for review. Staff had previously reviewed individual permits to determine compliance and organized the findings. The Commission agreed that bringing the matter back as a future agenda item would provide an opportunity to review the status of compliance and update newer Commission members.

Staff Comments – Town staff may provide brief summaries of current events, activities and/or projects they are working on. These summaries are strictly for informational purposes. The Commission will take no discussion, consideration, or action on any such item presented by Town staff, except that an individual Commission member may request an item be placed on a future agenda.

Director Green provided updates on upcoming Town events and ongoing projects, including the Town's 40th Anniversary Celebration scheduled for September 12. Director Green and Planner II Mulcaire also reported that the comprehensive code update is approximately 80% complete, with the agricultural and agritourism sections currently being incorporated and reviewed. The Commission is expected to receive the complete ordinance by December 10 for review, with consideration by the Town Council anticipated in January and an effective date in early February. Planner II Mulcaire noted that the timeline has been delayed due to administrative changes in direction but remains close to the revised schedule.

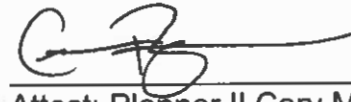
Director Green and Planner II Mulcaire explained that the code update is being developed using examples and best practices from other jurisdictions, including Queen Creek, Prescott, and Virginia, particularly for agricultural and agritourism regulations. A consultant with relevant experience will review the draft after the Commission has provided its comments to help identify any areas that may need additional attention. Staff emphasized that the update is intended to address current land-use issues and provide clearer regulations for matters such as RV uses, agriculture, and agritourism.

Chairperson Tippettt concluded by thanking the Commission members and Mr. Paladini for their participation and work during the meeting.

8. Adjournment

Chairperson Tippettt adjourned the meeting at 9:29PM.


Chairperson Bill Tippettt


for: Attest: Planner II Cory Mulcaire
Administrative Assistant Connor Bustamante



Town of Camp Verde Vision Statement

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CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Planning and Zoning Commission of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on August 27, 2026. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 8 day of October, 2026.

for: 

Cory Mulcaire, Planner II

Administrative Assistant Conner Bustamante



Meeting Date: October 21, 2026

Agenda Item Type:

- | | | |
|--|---|--|
| ☐ Consent Agenda | ☐ Informational Presentation | ☐ Discussion Item |
| ☒ Action/Decision Item | ☐ Executive Session Request | ☐ Other: |

Requesting Department: Town Manager **Staff Resource:** Interim Town Manager Charlie Cassens

Agenda Title: Discussion and possible action to approve Resolution No. 2026-1226, establishing the Camp Verde Equestrian Center Commission and appointing seven inaugural members to the Commission.

Attached Documents:

- Resolution No. 2026-1226

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 15 minutes

Reviewed By:

- | | | | |
|--|---|----------------------------------|---------------------------------|
| ☒ Town Manager | ☒ Legal | ☐ Finance | ☐ Other: |
|--|---|----------------------------------|---------------------------------|

Financial Review (if applicable): N/A

- | | | | | |
|---------------------------------------|------------------------------|-----------------------------|---|---------------------------------|
| • Funding Source / GL Account Number: | | | | |
| • Approved in the FY27 Budget? | ☐ Yes | ☐ No | ☒ N/A | ☐ Other: |
| • Is this an approved CIP Project? | ☐ Yes | ☐ No | ☒ N/A | ☐ Other: |

Background Information

At your August 26, 2026 meeting, the Town Council approved the formal creation of the Camp Verde Equestrian Center Commission, to oversee the development and implementation of the Camp Verde Equestrian Center venue.

Interviews were conducted on October 19 and 20, 2026, by an Interview Committee consisting of Mayor Marie Moore, Councilor Brian Bolton, Mayor-elect Gary Thompson, Development Services Director Christian Green, Parks & Recreation Manager Shawna Figy and Interim Town Manager Charlie Cassens. The applicants were asked a series of structured questions, with responses scored individually. Final scores were then tabulated and averaged.

Following this process, the Interview Committee recommended seven of the ten candidates to serve on the Camp Verde Equestrian Center Commission for 3-seats to serve a 2-year term and 4-seats to serve a 3-year term. The names of those recommended applicants will be provided at this meeting.

Question(s) before the Council

- Does Council have questions for the applicant(s)?
- Does Council have any questions for the Interview Committee?
- Does Council have any questions regarding the resolution?



Town Council Agenda Information Memorandum

Proposed Motion(s)

Motion #1 -- I move to **APPROVE** Resolution No. 2026-1226, establishing the Camp Verde Equestrian Center Commission; prescribing its purpose, powers, duties, membership, and terms of office; and providing for related matters.

Motion #2 -- I Move to **APPROVE** appointing:

1. _____
2. _____
3. _____
4. _____

to the Camp Verde Equestrian Center Commission, to serve a 3-year term ending December 31, 2029

Motion #3 -- I Move to **APPROVE** appointing:

1. _____
2. _____
3. _____

to the Camp Verde Equestrian Center Commission, to serve a 2-year term ending December 31, 2028

Alternative motion – I move to table this action pending additional review and/or



RESOLUTION NO. 2026-1226

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, ESTABLISHING THE CAMP VERDE EQUESTRIAN CENTER COMMISSION; PRESCRIBING ITS PURPOSE, POWERS, DUTIES, MEMBERSHIP, AND TERMS OF OFFICE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the citizens of the Town of Camp Verde own a large parcel of land on the eastern perimeter of the Town that has historically hosted a variety of special events and public uses; and

WHEREAS, this parcel, consisting of approximately 100 acres of land, not including the Town Sports Complex or the Wastewater Treatment facility, is generally known as "The Equestrian Center"; and

WHEREAS, in recognition of the positive value that outdoor recreational, competitive and special event activities bring to the Town's citizens and visitors; and

WHEREAS, the Common Council of the Town of Camp Verde wishes to plan, develop and maximize the potential of the site to include a variety of uses and events, such as concerts, rallies, club gatherings, rodeos, motorsports, fairs, charity fundraisers and like activities through the creation of a commission made up of volunteers dedicated to the development and success of the Equestrian Center property.

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

SECTION 1. ESTABLISHMENT

There is hereby established the Camp Verde Equestrian Center Commission ("Commission") as an advisory body to the Town Council.

SECTION 2. PURPOSE

The purpose of the Commission shall be to provide advice and recommendations to the Town Council and Town staff regarding:

1. Strategic planning and development of the Camp Verde Equestrian Center venue;

2. Equestrian and non-equestrian events, such as, competitions, concerts, rallies, charity events and community programs;
3. Marketing and promotion of the facility;
4. Capital improvements and maintenance priorities;
5. Policies and procedures affecting the use and operation of the facility;
6. Opportunities for partnerships, sponsorships, grants, and economic development; and
7. Other matters referred to the Commission by the Town Council or Town Manager.

The Commission shall serve solely in an advisory capacity and shall have no authority to direct staff, expend Town funds, execute contracts, or obligate the Town.

SECTION 3. MEMBERSHIP

A. The Commission shall consist of seven (7) voting members appointed by the Town Council.

B. Membership should, to the extent practicable, reflect a diversity of perspectives including:

- Equestrian facility users;
- Local community organizations;
- Agricultural and livestock interests;
- Business, economic development and tourism interests;
- Youth program participants or supporters; and
- Event organizers

C. Members shall be residents of Camp Verde, except that the Town Council may appoint non-residents possessing specialized expertise or experience beneficial to the Commission.

SECTION 4. APPOINTMENT AND TERMS

A. Members shall be appointed by the Town Council following the Town's established appointment process for boards and commissions.

B. Regular terms shall be three (3) years.

C. Initial appointments shall be staggered as follows:

- Three members appointed to two-year terms;
- Four members appointed to three-year terms

Thereafter, all appointments shall be for three-year terms beginning on January 1.

D. Members may be reappointed.

E. Vacancies shall be filled by Town Council appointment for the remainder of the unexpired term.

SECTION 5. OFFICERS

A. The Commission shall annually elect from among its members a Chair and Vice Chair.

B. Officers shall serve one-year terms and may be re-elected.

C. The Chair shall preside at meetings and perform such duties as necessary to conduct Commission business.

SECTION 6. MEETINGS

A. The Commission shall meet at least monthly on dates selected by the membership.

B. Meetings shall be conducted in accordance with Arizona Open Meeting Law.

C. A majority of appointed members shall constitute a quorum.

D. Actions and recommendations shall require a majority vote of members present and voting.

SECTION 7. STAFF SUPPORT

The Town Manager shall designate staff support to assist the Commission, prepare agendas, maintain records, and coordinate communication with the Town Council.

SECTION 8. REPORTING

The Commission shall provide recommendations to the Town Council through the Town Manager and may submit written reports regarding:

1. Annual goals and priorities;
2. Facility operations and programming;
3. Capital improvement recommendations; and

4. Other matters as requested by the Town Council.

SECTION 9. ETHICS AND CONDUCT

Commission members shall comply with all applicable laws, conflict-of-interest requirements, ethics provisions, and policies applicable to Town boards and commissions.

SECTION 10. REMOVAL

Commission members serve at the pleasure of the Town Council and may be removed by Council at any time including but not limited to any instances of misconduct, violation of applicable laws or policies, excessive absences, or failure to perform the duties of office.

SECTION 11. SUNSET REVIEW

The Commission shall be reviewed by the Town Council every five (5) years to determine whether its continued existence serves the public interest.

SECTION 12. EFFECTIVE DATE

This Resolution shall become effective immediately upon its adoption.

PASSED, AND APPROVED BY A MAJORITY VOTE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, THIS 21st DAY OF OCTOBER, 2026.

Marie Moore, Mayor

ATTEST:

Leah Rhodes, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman, PLLC



Meeting Date: October 21, 2026

Agenda Item Type:

- | | | |
|--|---|--|
| ☐ Consent Agenda | ☐ Informational Presentation | ☐ Discussion Item |
| ☒ Action/Decision Item | ☐ Executive Session Request | ☐ Other: |

Requesting Department: Development Services **Staff Resource:** Christian Green, Development Services Director

Agenda Title: Discussion and possible approval of Resolution No. 2026-1225, designating the Town of Camp Verde as the Destination Marketing Organization for the community of Camp Verde for the purpose of coordinating tourism promotion with the Arizona Office of Tourism.

Attached Documents:

- Resolution No. 2026-1225
- 2021 - DMO PROCLAMATION

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviewed By:

X Town Manager X Legal ☐ Risk Management ☐ Finance ☐ Other:

Financial Review (if applicable):

- Funding Source / GL Account Number: N/A. The resolution does not appropriate funds. Tourism marketing is funded through the adopted FY27 Economic Development/Tourism budget [Finance to confirm account numbers].
- Approved in the FY27 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

Discussion, consideration, and possible approval of Resolution 2026-1225, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, designating the Town of Camp Verde, acting through its Economic Development Department (Visit Camp Verde), as the Destination Marketing Organization (DMO) for the community of Camp Verde for the purpose of coordinating tourism promotion with the Arizona Office of Tourism (AOT), and designating the position authorized to execute the DMO Affidavit on behalf of the Town.

Tourism is one of the cornerstones of Camp Verde's economy. Visitors come to the Town for Fort Verde State Historic Park, Montezuma Castle National Monument, the Verde River, and the community's outdoor, agricultural, and heritage experiences. Visitor spending supports local businesses and jobs and generates sales and transient lodging (bed) tax revenue that helps fund Town services. The Town carries out its tourism promotion through the Economic Development Department, which operates as Visit Camp Verde and manages the Camp Verde Visitor Center at 435 S. Main Street.

The Arizona Office of Tourism (AOT) partners with local Destination Marketing Organizations (DMOs) to promote Arizona destinations. A DMO designation and signed DMO Affidavit are required for any community partner that intends to participate in AOT programs. *Without a current designation on file, the Town cannot participate in AOT programs or coordinate its marketing with statewide efforts as the community's official tourism partner.*



Town Council Agenda Information Memorandum

AOT DMO REQUIREMENTS:

- A DMO is a not-for-profit organization or governmental unit responsible for the tourism promotion and marketing of a destination on a year-round basis.
- AOT recognizes only one DMO per established community.
- The DMO must be recognized by the leadership of the municipality or county through official action, such as a resolution, ordinance, contract, or other official action.
- The official action must designate a position authorized to execute the DMO Affidavit on behalf of the entity.
- The designation remains valid for the period set by the municipality. Renewal is required only if the designation changes or AOT requests it; annual renewal is no longer required.
- Each year, the DMO must provide AOT with proof of a dedicated tourism marketing budget, a website or microsite, and a social media presence.

CURRENT STATUS:

The Town of Camp Verde appears on AOT's list of designated DMOs, and the Town has publicly identified its Economic Development Department as the community's approved DMO. AOT's annual DMO audit for FY27 asks the Town to identify the type and length of the official action that supports its designation. Adopting this resolution gives the Town a clear, current record to submit with the audit and the DMO Affidavit.

VISIT CAMP VERDE MEETS AOT REQUIREMENTS:

- Year-round promotion: The Economic Development Department conducts tourism promotion and marketing for the community year-round under the Visit Camp Verde brand and operates the Camp Verde Visitor Center.
- Dedicated marketing budget: The adopted FY27 budget includes tourism marketing funds within the Economic Development Department. With the increase in the transient lodging tax from 3% to 8% (Ordinance 2026-A513), Finance estimated that about \$183,000 in FY27 must be directed to tourism-related purposes, including marketing, events, tourist facilities, and partnerships.
- Tourism website: visitcampverde.com is the official tourism website, supported by the tourism pages on selectcampverde.com.
- Social media: Visit Camp Verde maintains active Facebook (Visit Camp Verde) and Instagram (@visitcampverde) accounts.

WHAT THE RESOLUTION DOES:

- Designates the Town of Camp Verde, acting through its Economic Development Department (Visit Camp Verde), as the official DMO for the community of Camp Verde.
- Authorizes the Economic Development Director / Development Services Director, or designee, to execute the DMO Affidavit and related AOT documents on behalf of the Town. Naming a position, rather than an individual, keeps the designation valid through staffing changes.
- Commits the Town to provide AOT with annual proof of a dedicated tourism marketing budget, a tourism website, and a social media presence.
- Takes effect October 21, 2026, and remains in effect until modified or rescinded by official action of the Town. Because AOT renewal is required only when the designation changes, an open-ended term avoids the need for periodic re-adoption.



Town Council Agenda Information Memorandum

BENEFITS:

- Maintains the Town's eligibility to participate in AOT programs as the community's official tourism partner.
- Allows Visit Camp Verde to coordinate with statewide and regional tourism marketing and leverage partnerships that increase Camp Verde's visibility as a destination.
- Supports the effective use of the Town's increased bed tax revenue for tourism promotion.

FISCAL IMPACT:

None. The resolution does not appropriate funds or create a new program. Tourism marketing will continue to be funded through the budget Council adopts each fiscal year.

STAFF RECOMMENDATION:

Staff recommends that Council approve Resolution 2026-1225 designating the Town of Camp Verde, acting through its Economic Development Department (Visit Camp Verde), as the Destination Marketing Organization for the community of Camp Verde, and authorizing the Economic Development Director / Development Services Director, or designee, to execute the DMO Affidavit and related AOT documents.

Connection to the FY27 Strategic Plan

This item supports the Resilient Economy focus area of the FY25–FY30 Strategic Plan by strengthening tourism as part of a diversified local economy, and the Recreation & Activities focus area by supporting the marketing of the Town's amenities, events, and historic culture. It also supports the Effective Government focus area by leveraging Town partnerships with the Arizona Office of Tourism.

Question(s) before the Council:

- Does Council wish to designate the Town of Camp Verde, acting through its Economic Development Department (Visit Camp Verde), as the community's Destination Marketing Organization?

Proposed Motion(s):

I move to approve Resolution 2026-1225, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, designating the Town of Camp Verde, acting through its Economic Development Department (Visit Camp Verde), as the Destination Marketing Organization for the community of Camp Verde for the purpose of coordinating tourism promotion with the Arizona Office of Tourism, and authorizing the Economic Development Director / Development Services Director, or designee, to execute the Destination Marketing Organization Affidavit and related AOT documents on behalf of the Town.

-or-

I move to approve Resolution 2026-1225 with the following modifications: [state modifications].

-or-

I move to continue this item to a future meeting and direct staff to [state direction].



RESOLUTION NO. 2026-1225

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, DESIGNATING THE TOWN OF CAMP VERDE AS THE DESTINATION MARKETING ORGANIZATION FOR THE COMMUNITY OF CAMP VERDE FOR THE PURPOSE OF COORDINATING TOURISM PROMOTION WITH THE ARIZONA OFFICE OF TOURISM

WHEREAS, the Town of Camp Verde, located in the heart of the Verde Valley along the Verde River, is home to important historic, cultural, natural, and recreational assets, including Fort Verde State Historic Park, Montezuma Castle National Monument, and a wide range of outdoor, agricultural, and heritage experiences that draw visitors from across Arizona, the nation, and the world; and

WHEREAS, tourism is a vital part of Camp Verde's economy, supporting local businesses, creating jobs, generating sales and bed tax revenue, and helping fund the public services that benefit residents and visitors alike; and

WHEREAS, the Arizona Office of Tourism (AOT) recognizes one Destination Marketing Organization (DMO) per established community and defines a DMO as a not-for-profit organization or governmental unit responsible for the tourism promotion and marketing of a destination on a year-round basis; and

WHEREAS, AOT requires that a DMO be recognized by the leadership of the municipality through official action, and that such action designate a position authorized to execute the DMO Affidavit on behalf of the municipality; and

WHEREAS, the Town of Camp Verde, through its Economic Development Department, operating as Visit Camp Verde, conducts year-round tourism promotion and marketing for the community, maintains a dedicated tourism marketing budget, operates the official tourism website, and maintains an active social media presence; and

WHEREAS, designation as the community's DMO enables the Town of Camp Verde to participate in AOT programs, coordinate with statewide and regional tourism marketing efforts, and leverage partnerships that strengthen Camp Verde's visibility as a destination.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, THAT:

Section 1. The Town of Camp Verde, acting through its Economic Development Department (Visit Camp Verde), as the official Destination Marketing Organization for the community of Camp Verde, responsible for year-round tourism promotion and marketing and for coordinating tourism promotion with the Arizona Office of Tourism. |

Section 2. The Economic Development Director / Development Services Director, or designee, as the position authorized to execute the Destination Marketing Organization Affidavit and related AOT documents on behalf of the Town of Camp Verde.

Section 3. That the Town, as the designated DMO, shall maintain and present to AOT annual proof of a dedicated tourism marketing budget, a tourism website, and a social media presence, as required by AOT.

Section 4. That this designation shall be effective on October 21, 2026, and will remain in effect until modified or rescinded by official action of the Town of Camp Verde.

PASSED, APPROVED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, THIS 21 DAY OF OCTOBER 2026.

.....
Marie Moore, Mayor

ATTEST:

.....
Leah Rhodes, Town Clerk

APPROVED AS TO FORM:

.....
Trish Stuhan, Town Attorney
Pierce Coleman, PLLC



Town of Camp Verde Proclamation

Designating the Town of Camp Verde as a Destination Marketing Organization for the purpose of coordinating tourism promotion with the Arizona Office of Tourism.

WHEREAS, the Town of Camp Verde has become a tourist destination for domestic and international visitors; and

WHEREAS, the Arizona Office of Tourism ("AOT") is the Destination Marketing Organization ("DMO") for the State of Arizona and is seeking to streamline efforts to coordinate tourism promotion through a local DMO-designation campaign; and

WHEREAS, AOT defines a DMO as "a not-for-profit organization or governmental unit that is responsible for the tourism promotion and marketing of a destination on a year-round basis"; and

WHEREAS, local DMOs must be designated by a municipality, county, or tribal entity (the "Entity"); and

WHEREAS, AOT now requires DMO-designation for participation in AOT programs, including grants, trade shows, and other opportunities for tourism promotion and funding; and

WHEREAS, AOT requires the designated DMO to submit the AOT Designation of Destination Marketing Organization Affidavit, attached hereto as Exhibit A and incorporated herein by reference; the AOT Destination Marketing Organization Affidavit Cover Sheet, attached hereto as Exhibit B and incorporated herein by reference; and an official action by the Entity leadership that authorizes the designation of the DMO; and

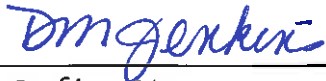
WHEREAS, the official action by the Entity must be effective until July 2022; and

WHEREAS, becoming a designated DMO within the State of Arizona should provide the Town of Camp Verde the benefit of exclusive partnership and grant opportunities with AOT that would serve to promote local tourism, support local businesses, and generate local tax revenue; and

WHEREAS, the Mayor and Town Council of the Town of Camp Verde have determined that it is in the best interests of the Town to become a designated DMO in the State of Arizona; and

NOW, THEREFORE, The Mayor and the Common Council of the Town of Camp Verde hereby recognize the Town of Camp Verde as a designated Destination Marketing Organization for the purpose of recognition by the Arizona Office of Tourism and authorizes the Town Manager to sign the AOT Designation of Destination Marketing Organization Affidavit. This authorization will be effective until revoked by the Town Council but shall be effective at least until July 2022. The Town of Camp Verde Council hereby further authorizes the Town Manager to execute such other documents as may be necessary to carry out the intent of the AOT Designation of DMO Affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the Town of Camp Verde, Arizona, this 6th day of October, 2021.



Dee Jenkins, Mayor

ATTEST:



Cindy Pemberton, Town Clerk

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Meeting Date: October 21, 2026

Agenda Item Type:

- | | | |
|--|---|--|
| ☐ Consent Agenda | ☐ Informational Presentation | ☐ Discussion Item |
| ☒ Action/Decision Item | ☐ Executive Session Request | ☐ Other: |

Requesting Department: Public Works **Staff Resource:** Building Maintenance Lead Juan Ochoa

Agenda Title: Discussion and possible approval of the purchase of a new Building Maintenance Department Vehicle.

Attached Documents:

- FY27 Maintenance Dept. Vehicle Purchase CIP Sheet

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviewed By:

- | | | | | |
|--|--------------------------------|--|----------------------------------|---------------------------------|
| ☒ Town Manager | ☐ Legal | ☐ Risk Management | ☐ Finance | ☐ Other: |
|--|--------------------------------|--|----------------------------------|---------------------------------|

Financial Review (if applicable):

- Funding Source / GL Account Number: 03-420-20-821000
- Approved in the FY27 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☒ Yes ☐ No ☐ N/A ☐ Other:

Background Information:

The Building Maintenance Department is requesting approval to acquire a 2027 Ford F-350 XL 4x4 Super Cab to support the department's daily operations. The proposed vehicle will be configured specifically for Building Maintenance activities and will include an 8-foot top-opening service body, over-cab ladder rack, rear swing-out bar, work lighting, towing equipment, recessed step bumper, and associated installation and equipment necessary for the department's operations.

The proposed vehicle will address both current operational needs and anticipated staffing requirements. Building Maintenance is anticipating the addition of an employee, which will increase the department's need for reliable and appropriately equipped vehicles. The proposed F-350 will provide an additional dedicated work vehicle while also ensuring that the department has the equipment and hauling capacity necessary to perform its work efficiently.

The proposed vehicle will provide Building Maintenance with additional fleet capacity, a properly equipped work platform, and improved reliability as the department expands its staffing. The acquisition is intended to support the department's ability to respond to Town facilities and maintenance needs while reducing reliance on vehicles that are either not appropriately equipped for the work or are requiring increased maintenance.

Connection to the [FY27 Strategic Plan](#)

This item complies with the Community Infrastructure portion of the FY27 Strategic Plan.



Town Council Agenda Information Memorandum

Question(s) before the Council:

- Does Council have any questions for Staff regarding the purchase?

Proposed Motion(s):

Move to approve the lease purchase of a 2027 Ford F-350 XL 4x4 Super Cab for the Building Maintenance Department, in an amount not to exceed \$75,000.00

-or-

Move to approve the lease purchase of a 2027 Ford F-350 XL 4x4 Super Cab for the Building Maintenance Department, in an amount not to exceed \$75,000.00 **with the following stipulations...**

-or-

Move to reject the lease purchase of a 2027 Ford F-350 XL 4x4 Super Cab for the Building Maintenance Department.

TOWN OF CAMP VERDE

FY27 Capital Plan Project Sheet

Project Title: *Public Works Fleet Vehicles*

FY27 Impact: \$75,000

5-Yr Project Cost: \$200,000

New Project or Rollover: *New Project*

Dept/Div: *Public Works*

Contact: *K. Krebbs*

Requested by: *K. Krebbs*

Date Completed: *1/20/26*

Project Summary:

Purchase 2 new Maintenance vehicles and replace the CIP Project Manager vehicle.

Location: 395 S. Main St.



Community Impact:

It is imperative that the CIP Project Manager be accessible to monitor and inspect improvement projects from start to finish. Building and Grounds Maintenance crews need vehicles for daily use and emergency situations/repairs. It is critical to have reliable vehicles for these job functions. The current CIP Manager vehicle is 2-wheel drive and unsuitable for off-pavement project visits. Replacing older vehicles will help reduce repair costs and employee downtime.

Project Title: *CIP Project Manager Replacement Vehicle*

Operational Impact:

Impact on Staffing: Safer, more reliable transportation.

Impact on operational costs: Significant decrease in vehicle maintenance costs. This also extends to staff time spent on making vehicle repairs.

Project Budget:

Fiscal	Activity / Segment	Timeline	Cost
FY27	Building Maintenance Vehicle		\$ 75,000
FY28	CIP Manager Vehicle with toolbox & Light Package		\$ 65,000
FY31	Grounds Maintenance Vehicle		\$ 60,000
	Total		\$ 200,000

Estimated Annual Operational Impact – Cost/(Savings):

Starting Year	Category	Cost
FY27	Annual operational costs	
	Total	

Project Funding:

Tracking Fund: CIP Fund

Funding Source: Lease Financing

Staff Rating Score:

Need	Cost/ Efficiency	Safety	Strategic Plan	Total Points



Meeting Date: October 21, 2026

Agenda Item Type:

- | | | |
|---|--|---|
| ☐ Consent Agenda | ☒ Informational Presentation | ☒ Discussion Item |
| ☐ Action/Decision Item | ☐ Executive Session Request | ☐ Other: |

Requesting Department: Public Works | **Staff Resource:** CIP Project Manager Martin Smith

Agenda Title: Progress update regarding the design of interior renovations of the Heritage Pool.

Attached Documents:

- Conceptual Drawings
- Design Narrative

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 15 minutes

Reviewed By:

- | | | | | |
|--|---|--|----------------------------------|---------------------------------|
| ☒ Town Manager | ☒ Legal | ☐ Risk Management | ☐ Finance | ☐ Other: |
|--|---|--|----------------------------------|---------------------------------|

Financial Review (if applicable):

- Funding Source / GL Account Number: 03-800-20-804001
- Approved in the FY27 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☒ Yes ☐ No ☐ N/A ☐ Other:

Background Information:

On June 17, 2026, at its regular meeting, the Town Council awarded a professional services contract to Landmark Aquatic for the design of the interior renovations to the Heritage Pool. Following the contract award, Town staff has worked closely with Landmark Aquatic through a series of meetings to initiate the design process. These discussions have focused on identifying the necessary improvements, establishing a project schedule, determining which amenities and features are most important to the community, addressing existing deficiencies, and developing a project that can be completed within the Town's established budget.

As a result of this initial design effort, Landmark Aquatic has developed a conceptual layout for the proposed Heritage Pool renovations. The concept is intended to address the existing structural and operational deficiencies of the pool while also improving the functionality, safety, and overall user experience of the facility. The conceptual layout is attached to this memorandum and identifies the primary improvements currently being considered.

One of the significant components of the project will be the removal of the existing valley gutter system and replacement with a skimmer system. Because this work will require modifications to the pool perimeter, the existing concrete decking surrounding the pool will also be removed and replaced. Replacing the decking provides an opportunity to improve the overall condition and functionality of the pool deck while accommodating the new pool circulation system.



Town Council Agenda Information Memorandum

The most substantial change to the existing pool configuration will be the modification of the pool entry. The existing ADA ramps and associated railings will be removed and replaced with a beach entry extending across the front portion of the pool. The beach entry will be extended to the east to align with the existing east wall of the pool. An ADA-compliant handrail system will be incorporated along the east wall to provide accessible assistance into the pool.

The beach entry area is proposed to be finished with Life Floor, a padded, slip-resistant rubber flooring product designed for aquatic environments. The new entry configuration is intended to improve safety and accessibility while providing a larger, shallow-water area for younger patrons, beginning swimmers, and children who are still becoming comfortable in the water. The expanded entry area would provide additional space for supervised play and introductory swimming activities while creating a more functional transition into the deeper portions of the pool.

The existing pool slide will be dismantled and removed as part of the renovation. Staff is currently evaluating the potential incorporation of additional recreational amenities, such as an Aqua-Zip, water basketball hoop, or another similar feature, if the project budget allows. These amenities will be considered as the design progresses and final costs become better defined.

Preliminary Project Cost

Landmark Aquatic has prepared a preliminary cost analysis for the proposed improvements. Based on the current conceptual design, the estimated construction and installation cost is approximately \$1.26 million. The Town has established an available project budget of up to \$1.3 million. Based on the preliminary cost analysis and Landmark Aquatic's current assessment of the project, the proposed improvements can be constructed within the established budget.

As the design progresses, staff and Landmark Aquatic will continue to evaluate project costs and make adjustments as necessary to maintain the project within the available funding. Any optional amenities will be considered only after the required improvements have been adequately accounted for within the project budget.

Next Steps

Upon completion of the design and preparation of the construction documents, Town staff will conduct a competitive public bidding process for construction of the renovations. The bid documents will establish the project scope, construction requirements, anticipated schedule, budget parameters, and other applicable terms and conditions.

It is staff's objective to complete the competitive procurement process, award the construction contract, and complete the renovations in time for the 2027 Heritage Pool season. The goal is to have the renovated facility substantially complete, operational, and ready to open to the public for the first day of the 2027 pool season.

Connection to the [FY27 Strategic Plan](#)

This project complies with the Community Infrastructure focus area of the Strategic Plan

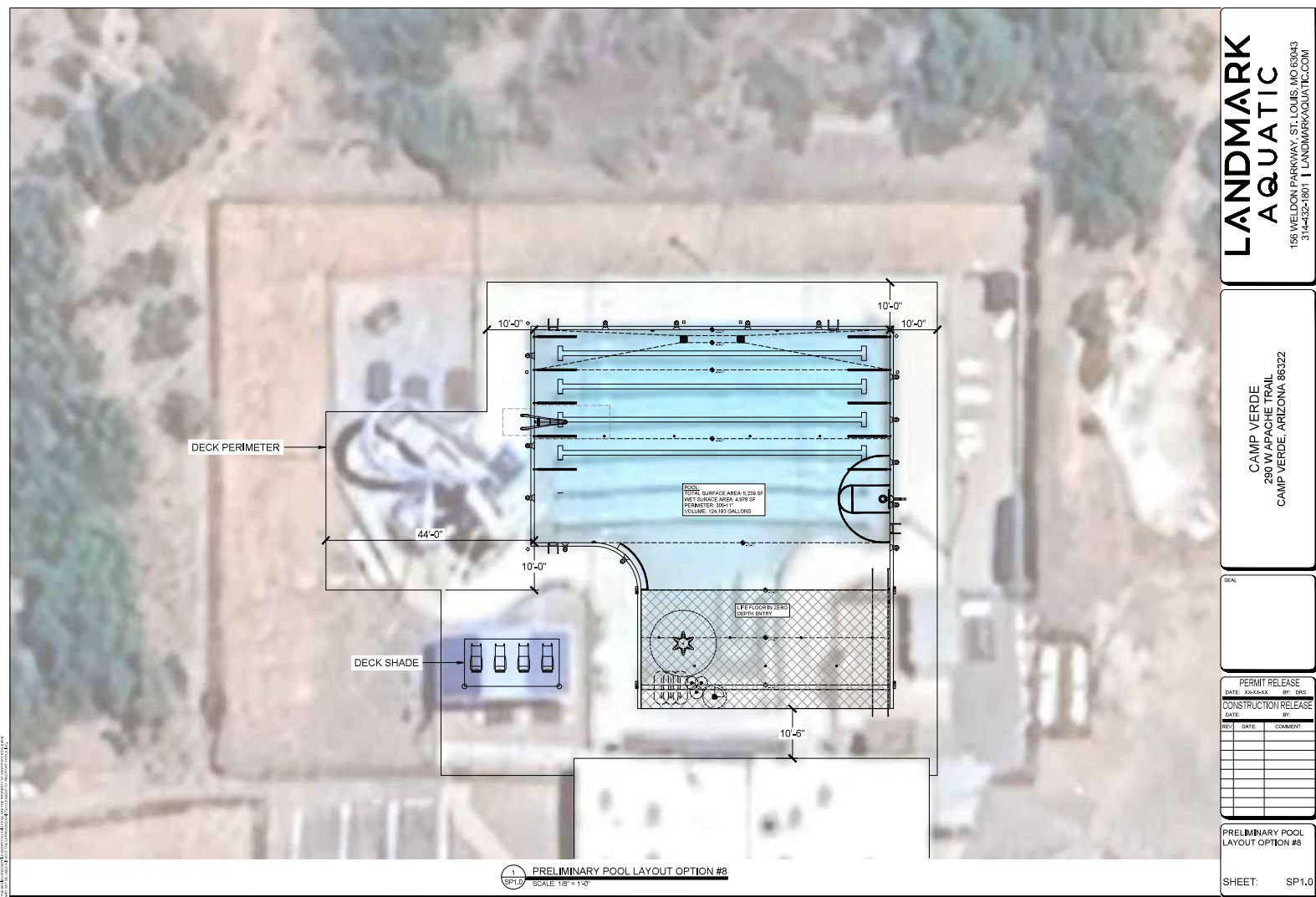


Town Council Agenda Information Memorandum

Question(s) before the Council:

- Does Council have any questions for staff?

Proposed Motion(s): N/A



LANDMARK AQUATIC

158 WELDON PARKWAY, ST. LOUIS, MO 63043
314-821-1801 | LANDMARK-AQUATIC.COM

CAMP VERDE
290 W APACHE TRAIL
CAMP VERDE, ARIZONA 86322

SEAL

PERMIT RELEASE
DATE: 2/28/2024 BY: JPS

CONSTRUCTION RELEASE
DATE: BY:

REV	DATE	COMMENT

PRELIMINARY POOL LAYOUT OPTION #8

SHEET: SP1.0

LANDMARK AQUATIC

Project: Camp Verde Heritage Pool

Thursday, September 24, 2026

Location: Camp Verde, AZ

Landmark Aquatic proposes to provide the labor and materials to renovate the pool and pool deck at the Camp Verde Heritage Pool project in Camp Verde, Arizona. We have prepared this memo with the intention of providing your key stakeholders with essential planning information as you contemplate the project. This memo is intended to give budget guidance from the design created by Landmark Aquatics design team. The budget is also based upon our experience in the aquatics industry and prior actual construction costs of similar facilities throughout the nation. From this information, our budget is **\$1.26 Million** and will include the following:

Additional Allowance for Main Drain Replacement: **\$25,000**

Scope Inclusions

- ✓ Demo of top of pool wall, pool deck, and shallow end of pool
- ✓ Install skimmers, top of pool wall, and associated piping for skimmers.
- ✓ Install zero entry to pool with Life Floor finish.
- ✓ Install new pool deck.
- ✓ Pool system plumbing trenches from pool to mechanical area.(Spoils to be left on site)
- ✓ Back fill pool with clean granular fill material behind pool walls and under new zero entry floor.
- ✓ Back fill pool related plumbing trenches with clean granular fill material.
- ✓ Chip out existing pool plaster and install new plaster.
- ✓ Required equipment for new water features.
- ✓ Deck and maintenance equipment.
- ✓ Low voltage wiring for pool equipment.
- ✓ Provide equipment submittals, operations and maintenance manuals, start up and owner training.

Scope Exclusions

- ✓ Rock breaking and hauling of any rock in pool piping excavations.
- ✓ Hauling of excavation spoils.
- ✓ Slide demolition.
- ✓ Required soil remediation based upon engineer or contractor requirements.
- ✓ Shoring or bracing of adjoining footings for the building structure.
- ✓ Filter room construction, including grates, railings, ladders, backwash pit.
- ✓ Electrical including grounding, wiring underwater lights and pool equipment.
- ✓ Electric panel and sanitary sewer connections in mechanical equipment room.
- ✓ Installation of gas lines and connections to pool heaters and vents.
- ✓ Fencing, parking areas, demolition, site grading, landscaping and shade structures.
- ✓ Fresh water lines to auto fill including backflow preventer, and sewer lines for backwash.
- ✓ Concrete and soils testing.
- ✓ Performance and Payment bond (can be provided at an addition cost of approximately .75% of the contract

Thank You,

Erik Elle

Landmark Aquatic

480-360-1474

LANDMARK AQUATIC

Base Bid Pricing

QTY	Description	Price
1	Pool A - Competition	\$ 95.00
1	Bond	\$ 1.00
	Sales Tax *if required*	\$ 4.00

Alternates

ALT #	Description	Price
A1	Pool A - Competition Timing System Allowance	\$ 250,000.00

Project Notes

Project start up to be a period of 14 days.

Finishes

Coping: No Spec - Natural Stone (\$15/LF Material Allowance)
 Waterline Tile: No Spec - 6" Porcelain (\$15/SF Material Allowance)
 Step Marker Tile: No Spec - 2" Non Slip Porcelain (\$15/SF Material Allowance)
 Plaster: Diamond Brite - Color TBD

Clarifications

Our proposal is based on mutually agreeable terms and conditions. Any terms and conditions included in the bid package are subject to further negotiation if the project is awarded to our firm.

Pricing may be considered firm for a period of 30 days from the date of this proposal.

Pricing is calculated with current market cost. Changes in cost of goods caused by tariffs are not calculated.

Pricing subject to change based on schedule or contract award date.

Cost escalations are estimated at 5% per Calander year.

Pricing may be considered firm for a period of 30 days from the date of this proposal.

Sales tax based on project total at 8.25%. If project to be tax exempt, sales exempt certificate to be provided.

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**Meeting Date:** October 21, 2026**Agenda Item Type:**

- | | | |
|---|---|---|
| ☐ Consent Agenda | ☐ Informational Presentation | ☒ Discussion Item |
| ☐ Action/Decision Item | ☐ Executive Session Request | ☐ Other: |

Requesting Department: Parks & Recreation **Staff Resource:** Parks & Recreation Division Manager
Shawna Figy**Agenda Title:** Update and discussion regarding the progress to the Inter-Governmental Agreement (IGA) between the Town and Camp Verde Unified School District specific to Heritage Pool.**Attached Documents:**

- Latest Heritage Pool IGA Draft Proposal

Estimated Presentation Time: 5 minutes**Estimated Discussion Time:** 20 minutes**Reviewed By:**

- | | | | | |
|--|---|--|----------------------------------|---------------------------------|
| ☒ Town Manager | ☒ Legal | ☐ Risk Management | ☐ Finance | ☐ Other: |
|--|---|--|----------------------------------|---------------------------------|

Financial Review (if applicable):

- Funding Source / GL Account Number: CIP Project
- Approved in the FY27 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☒ Yes ☐ No ☐ N/A ☐ Other:

Background Information:

After several meetings, written requests, and work with Camp Verde Unified School District, it was determined that CVUSD wants to maintain ownership of the property located at 290 Apache Trail containing Heritage Pool and the Skatepark. Both Town Council and CVUSD acknowledged that a new, updated IGA needed to be in place as the previous IGA from 2012 was outdated. Staff and attorneys from both groups began working on an updated IGA. Town Council requested that there be a separate IGA for the pool and a second IGA for the skatepark and other facilities. This project was led by then Town Manager Miranda Fisher as she worked with Pierce Coleman to create draft IGAs.

There were redline versions of the Pool IGA reviewed by the Town Manager and staff at the end of June 2026. With the departure of Miranda Fisher, this project was on hold due to changes in the Town Manager position. On October 8, 2026, Interim Town Manager delegated the IGA task to Parks & Recreation Manager Shawna Figy to ensure that it keeps moving and gets completed so the renovations of the Heritage Pool can proceed.

Question(s) before the Council:

- Does Council have any feedback on the draft IGA?
- Are there any other questions or direction for staff?

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF CAMP VERDE AND
CAMP VERDE UNIFIED SCHOOL DISTRICT NO. 28**

This Intergovernmental Agreement (“Agreement”) is entered into as of this _____ day of _____, 2026 (“Effective Date”), by and between the Town of Camp Verde, an Arizona municipal corporation (“Town”), and Camp Verde Unified School District No. 28 of Yavapai County, Arizona, a political subdivision of the State of Arizona (“District”) (each a “Party,” and collectively, the “Parties”).

RECITALS

A. Pursuant to A.R.S. § 11-951, *et seq.*, the Parties are authorized to enter into intergovernmental agreements for services or for the exercise of joint or common powers. The Parties have previously entered into an intergovernmental agreement addressing joint facilities and equipment use, which included the Heritage Pool located at 290 Apache Trail, Camp Verde, Arizona 86322.

B. The Parties have a history of Town operation of Heritage Pool as a public recreational facility, with scheduling through the Parks and Recreation Division.

C. The Parties recognize the public benefit of the Town’s use, operation, and maintenance of Heritage Pool as a community aquatic facility, including the Town’s provision of operating costs, utilities, chemicals, lifeguards, restroom maintenance, and applicable safety standards.

D. The Parties desire to establish a long-term ground lease and joint use framework under which the Town will lease from the District the real property footprint underlying the Heritage Pool and appurtenant improvements or, alternatively, the District will lease to the Town any District-owned area necessary to operate the Heritage Pool as a public aquatic facility, and to define each Party’s operational roles, financial responsibilities, risk allocation, and rights concerning improvements, for a term of ninety-nine (99) years.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. DEFINITIONS

1.1 “Facility” or “Heritage Pool” means the community swimming pool complex commonly known as Heritage Pool, together with associated appurtenances, restrooms, decks, storage, mechanical/pumphouse, fencing, and other facilities and structures used in connection therewith, within or adjacent to 290 Apache Trail, Camp Verde, AZ 86322.

1.2 “Improvements” means all buildings, structures, fixtures, betterments, renovations, and capital additions constructed upon or affixed to the Premises during the Term.

1.3 “Major or Capital Repair or Replacement” means non-routine work to the pool vessel, mechanical, filtration or heating systems, structures, decks, fencing, or appurtenances that:

(a) is structural in nature or materially extends the useful life or capacity of the affected component; or

(b) requires closure of the Facility or the affected area for more than seven (7) consecutive days; or

(c) requires a building, electrical, plumbing, or similar permit. Routine maintenance, minor repairs, and replacements-in-kind performed in the ordinary course of operations are not Major or Capital Repairs or Replacements.

1.4 “Premises” means the land area underlying the Heritage Pool and immediately adjacent appurtenant areas necessary for continued operation, as depicted and legally described in **Exhibit A**.

1.5 “Promptly” or “as soon as practicable” means within a reasonable time under the circumstances, taking into account the nature of the event and any health, safety, or operational exigencies.

1.6 “School Use Period(s)” means the periods during which District has scheduled and approved curricular, co-curricular, and interscholastic activities at the Facility, including but not limited to physical education, swim practices, meets, and instructional programming during the academic year.

1.7 “Term” means the term of this Agreement as set forth in **Section 3.1**.

1.8 “Town Use Period(s)” means all other times the Facility is operated for public recreational programming by Town, including open swim, lessons, rentals, and special events.

2. LEASE OF PREMISES; PURPOSE

2.1 Lease. District hereby leases to Town, and Town hereby accepts from District, the Premises, together with nonexclusive rights of access, ingress, and egress reasonably necessary to operate the Facility, subject to matters of record and existing easements.

2.2 Purpose. The Premises shall be used for the operation and maintenance of the Heritage Pool and related public aquatic programming, and for District's School Use Periods and related swim programming, consistent with this Agreement. The Parties' objective is to maximize public benefit through community recreation.

3. TERM; RENEWAL; HOLDOVER

3.1 Initial Term. The Term shall commence on the Effective Date and continue for ninety-nine (99) years, unless earlier terminated as provided herein.

3.2 Renewal. Upon mutual written agreement executed not later than twelve (12) months prior to expiration, the Parties may renew or replace this Agreement upon negotiated terms.

3.3 Holdover. Any occupancy beyond the Term without a renewal shall be month-to-month on the same material terms, terminable by either Party on ninety (90) days' written notice.

4. RENT; CONSIDERATION

4.1 Base Rent. The rent shall be one dollar (\$1.00) per year, payable annually within thirty (30) days after the Effective Date and each anniversary thereafter; provided that the Parties acknowledge and agree that the mutual covenants, obligations, and public services provided herein constitute material consideration for this Agreement. District shall issue an annual invoice for Base Rent as a condition precedent to payment.

4.2 Additional Consideration. In addition to rent, the Parties' operational, maintenance, and capital responsibilities in **Sections 6–8** form part of the total consideration.

5. SCHEDULING; PRIORITY; ACCESS

5.1 Scheduling.

(a) The Town's normal operating season shall be established annually by the Town. District School Use Periods outside the Town's normal operating season shall be subject to Town approval and reimbursement of additional operating, chemical, staffing, utility, and maintenance costs associated with opening or operating the Facility outside the normal season.

(b) Town shall manage Facility scheduling during Town Use Periods. District shall have priority for School Use Periods during the school year, with Town accommodating District student use and dedicated team activities during those periods; Facility will be closed to public use during scheduled District-only sessions and District shall provide adequate supervision and lifeguards for such sessions, unless otherwise agreed in writing. Scheduling protocols and staffing expectations applicable to this Section

may be further set forth in **Exhibit B**. If Town provides lifeguards or staffing for District sessions, such staffing shall be provided only to the extent Town personnel are reasonably available. Town shall have no obligation to provide staffing it is unable to supply, and Town shall not be liable for cancellation, curtailment, or rescheduling of any District activity resulting from the unavailability of Town personnel. District shall reimburse Town for any staffing provided pursuant to Section 8.2.

(c) The Parties shall coordinate pre-season and in-season schedules in good faith, publish calendars, and update changes promptly.

(d) Without limitation, District School Use Periods shall include access to the Facility for District physical education instruction conducted as part of the regular school curriculum, and the Town shall schedule Town Use Periods so as not to unreasonably interfere with such physical education use during the academic year.

5.2 Access; Keys. Town shall control Facility access systems. Key or electronic access media shall be limited to authorized Town staff and designated District personnel for School Use Periods only; duplication is prohibited. Lost credentials shall be immediately reported to the Parks and Recreation Division; re-key or reprogramming costs will be borne by the responsible Party. Keys shall only be in the possession of District's authorized coaching staff, not students.

5.3 Public and Event Use. Town may host public programs and events during Town Use Periods; District may host meets and related school events during School Use Periods. Concessions during District events require Town's prior written approval.

5.4 Parking and Event Coordination. If event parking needs extend beyond the Premises into District lots, the Parties shall cooperate in good faith regarding parking management, event access, and traffic control measures reasonably necessary for the safe operation of the Facility.

6. OPERATION; MAINTENANCE; UTILITIES; CHEMICALS

6.1 Town Responsibilities (Primary Operator)

(a) Daily Operations; Industry Standards. Town shall operate the Facility and perform daily maintenance, testing, vacuuming, cleaning, and routine repairs in accordance with applicable health, safety, and industry standards.

(b) Chemicals; Water Quality. Town shall procure and maintain pool chemicals, testing supplies, and related materials and maintain water chemistry compliant with applicable public health standards.

(c) Utilities. Town shall pay utility charges for electricity and solid waste associated with Facility operations during the Term; because the Facility is served by on-

site well and septic, District shall not charge Town separate water or sewer fees. Any future allocation changes must be agreed in writing.

(d) Restrooms and Common Areas. During Town Use Periods, Town shall maintain restrooms and common areas in a clean and sanitary condition and supply consumables.

(e) Program Staffing. Town shall provide certified lifeguards for Town programs in accordance with Facility policy.

6.2 District Responsibilities.

(a) School Use Supervision. During scheduled School Use Periods, District shall supervise its users and ensure adherence to Facility rules. If Town allocates staff or lifeguards for District School Use Periods, such staffing shall be subject to personnel availability and District shall reimburse Town pursuant to Section 8.2.

(b) Restroom Maintenance During School Use. During District-exclusive sessions and meets, District shall maintain restrooms in a clean and sanitary condition and keep them stocked with Town-provided consumables; if Town is called to perform cleaning due to District's failure, Town will do so only to the extent Town personnel are reasonably available, and District shall reimburse Town's reasonable costs at the rates established pursuant to **Exhibit C**.

(c) Chemical Checks Before Entry. Water chemistry testing and chemical handling shall be performed only by qualified Town personnel. District and its users shall not perform chemical testing or handle pool chemicals.

6.3 Shared Responsibilities.

(a) Rules; Compliance. The Parties shall ensure compliance with Facility rules, applicable law, and safety standards at all times. The Parties agree to comply with applicable non-discrimination and ADA requirements.

6.4 Field/Pool Covers and Equipment. Town will set policies for covers, storage, and sanitation; District shall comply with cover use, removal timelines, drying, storage, and algae mitigation directions provided by Town.

6.5 Town Maintenance and Operational Improvements. In addition to routine maintenance and repairs, the Town may, without further approval or consent from the District, perform maintenance, safety, access, circulation, striping, fencing, signage, parking, and other similar operational or site-related work within the Premises that the Town reasonably determines is necessary or desirable for the safe, efficient, or code-compliant operation of the Facility, provided that such work does not materially expand the footprint of the Facility or unreasonably interfere with District School Use Periods. All such work shall be performed in accordance with applicable law and industry standards.

6.6 Water Supply Interruptions. District shall provide Town with at least five (5) business days' advance notice of any planned shutoff, interruption, or material reduction in well, water, or septic service affecting the Facility. In the event of an emergency or unplanned interruption, District shall notify Town as soon as practicable. The Parties shall cooperate to minimize disruption to Facility operations and scheduled programming.

7. ROUTINE, MAJOR OR CAPITAL REPAIRS; IMPROVEMENTS

7.1 Routine and Non-Capital Repairs. Town shall, in its capacity as lessee and primary operator, perform and fund all routine and non-capital repairs required to keep the Facility in safe, operable condition, except to the extent repair is necessitated by District-caused damage under **Section 10.2**.

7.2 Major or Capital Repair or Replacement.

(a) **Operator Control and Funding.** In its capacity as lessee and primary operator, Town shall have sole authority to plan, scope, approve, and perform all Major or Capital Repairs or Replacements. Funding of any Major or Capital Repair or Replacement shall be subject to annual appropriation by the Town Council and the availability of appropriated funds. Nothing in this Agreement shall be construed to require Town to undertake a Major or Capital Repair or Replacement for which funds have not been appropriated. Except as otherwise expressly agreed in a written amendment, no District approval or cost-sharing shall be required or implied for such work.

(b) **Consultation and Coordination.** Town shall consult with District regarding the scope and timing of Major or Capital Repairs or Replacements to reasonably coordinate scheduling, access, and School Use Periods, and shall keep District reasonably informed of anticipated work and any material changes. Consultation shall not be deemed approval and shall not delay necessary work.

(c) **Emergency Conditions.** If an imminent health or safety condition exists, Town may immediately close the Facility, or any portion thereof, and proceed with emergency repairs as authorized by the Town acting through its Manager or other authorized official, with notice to District as soon as practicable under the circumstances.

(d) **Documentation.** Town shall maintain records of Major or Capital Repairs or Replacements for purposes of capital planning, lease administration, and Section 9 (ownership, valuation, and transfer), and shall provide reasonable summaries upon request.

(e) **Funding Limitation.** If Town determines that sufficient appropriated funds are unavailable for a Major or Capital Repair or Replacement, Town may close the Facility or affected portion of the Facility until funding becomes available or another solution is agreed upon by the Parties. Such closure shall not constitute a default under this Agreement.

7.3 Capital Improvements by Town. Town may design and construct capital improvements at its sole cost unless cost sharing is agreed in writing, subject to reasonable coordination with District regarding construction timing, safety, and site access. Ownership shall be as provided in **Section 9**.

7.4 Capital Improvements by District. District may propose improvements or additions; however, no such improvements shall be commenced by District without Town's prior written consent, approval of plans and specifications, and compliance with applicable procurement, permitting, and safety requirements. District shall use licensed and bonded contractors and comply with A.R.S. Title 34, as applicable.

8. COST SHARING; FEES

8.1 Season or Program Fees. District shall reimburse Town for additional costs incurred as a result of District use outside the Town's regular operating season, including chemicals, utilities, staffing, and other documented operational expenses, payable within thirty (30) days of invoice. Applicable fees and charge-back rates, if any, shall be set forth in **Exhibit C**.

8.2 Staffing, Cleaning, Damage. If Town provides lifeguards or additional staffing at District's request, or performs extraordinary cleaning after District events, District shall reimburse Town at the rates established in Exhibit C for lifeguard, staffing, testing, cleaning, and related services. Such rates may include administrative and supervisory costs at no less than one hundred fifty percent (150%) of the applicable employee wage together with any associated administrative or supervisory costs.

8.3 Budget Commitment. Each Party shall budget funds necessary to meet its obligations under this Agreement, subject in all respects to **Section 12.5 (Non-Appropriation)**.

9. TITLE; OWNERSHIP; END OF TERM

9.1 Title to Premises. Title to the Premises remains with District; leasehold rights are granted to Town for the Term.

9.2 Ownership of Improvements.

(a) Existing Facilities and Fixtures. As of the Effective Date, the Heritage Pool complex, including all facilities, structures, and fixtures constructed or installed prior to the Effective Date, shall be subject to this Agreement as existing improvements to the Premises, regardless of whether individually listed.

(b) New Improvements by Town. During the Term, Improvements constructed or installed by Town shall be owned by Town until the earlier of (i) expiration or termination of this Agreement (other than due to Town's default), or (ii) a Party's exercise

of a right of first refusal pursuant to **Sections 9.4 and 9.5**, at which point ownership shall transfer as provided herein. Town-funded Major or Capital Repairs or Replacements that constitute betterments or materially extend useful life shall be treated as Town Improvements under this Section; routine maintenance and minor repairs are not Improvements.

(c) New Improvements by District. Improvements constructed by District shall be owned by District, subject to **Sections 9.4 and 9.5**.

9.3 Transfer at End of Term or Earlier Termination.

(a) End of Term (No Renewal). Upon expiration without renewal, Town shall remove non-fixture personal property and surrender the Facility in good condition, ordinary wear and tear excepted; Improvements shall transfer to District upon payment of fair market value (FMV) of Town-constructed Improvements as of expiration, less any agreed depreciation schedule.

(b) Early Termination for Convenience by District. If District terminates for convenience per **Section 12.1**, District shall pay the FMV of Town-constructed Improvements, as of the effective date of termination, as determined pursuant to subsection (d), less any agreed depreciation schedule, and ownership of such Improvements shall transfer to District upon such payment.

(c) Early Termination for Convenience by Town. If Town terminates for convenience per **Section 12.1**, District shall have no obligation to compensate Town for Improvements, except as expressly provided in subsection (c)(ii).

(i) Town shall retain ownership of the Improvements and shall be responsible, at its sole cost, for removal or disposition of the Improvements and restoration of the Premises to the condition required under this Agreement; provided, however, that

(ii) District may elect, in its sole discretion, to accept transfer of ownership of some or all of the Improvements, in which event District shall pay Town the FMV of the Improvements accepted, as of the effective date of termination, determined pursuant to subsection (d).

(d) Appraisal Process. FMV shall be determined by an MAI-certified appraiser experienced in valuing municipal or educational recreational facilities, mutually agreed-upon by the Parties, who shall value only Town-constructed Improvements, excluding land. FMV shall reflect the physical condition of the Improvements as of the applicable valuation date. If the Parties are unable to agree on an appraiser within thirty (30) days following written notice invoking valuation, then each Party shall select an MAI-certified appraiser within fifteen (15) days thereafter. The two appraisers shall jointly select a third MAI-certified appraiser. The FMV shall be the average of the two closest appraisals, and the cost of the appraisal process shall be shared equally by the Parties. Any payment required under this Section 9.3 shall be made within thirty (30) days after FMV is finally determined pursuant to this subsection. In determining the fair market value of

Improvements, the appraiser may consider documentation maintained by Town pursuant to Section 7.2(d) reflecting Major or Capital Repairs or Replacements and related investments.

(e) Transition Coordination. Following notice of termination or expiration of the Agreement, the Parties shall cooperate in good faith to effect an orderly transition and transfer under this Section.

9.4 Right of First Refusal.

(a) Proposed Transfer Notice. If at any time during the Term, the District intends to sell, convey, or otherwise transfer all or substantially all of its right, title, and interest in the Premises (a “Proposed Transfer”), the District shall first offer the Premises to the Town on the same material terms and conditions as the Proposed Transfer, as set forth in a written notice delivered to the Town (the “Transfer Notice”).

(b) Town Election to Purchase. The Town shall have ninety (90) days after receipt of the Transfer Notice to elect, by written notice to the District, to purchase the Premises on the terms set forth therein. If the Town timely elects to purchase and thereafter completes the purchase in accordance with such terms, the Proposed Transfer shall not be made to any third party.

(c) Failure to Exercise; Third-Party Sale. If the Town does not timely elect to exercise its right of first refusal, or having elected, fails to timely close through no fault of the District, the District may proceed with the Proposed Transfer to the identified third party on terms no more favorable than those set forth in the Transfer Notice, provided that if the material terms change, the District shall re-offer the Premises to the Town pursuant to this Section.

9.5 Purchase Price Adjustment.

(a) Adjusted Fair Market Value. If the Town exercises its right of first refusal under **Section 9.4**, the purchase price for the Premises shall be the FMV of the Premises as of the date of the Transfer Notice, as determined pursuant to the appraisal process set forth in Section 9.3(d), less the aggregate amount of capital, maintenance, operational, and improvement funding contributed by the Town toward the Heritage Pool facility from October 9, 2007 through the date of the Transfer Notice, as reasonably documented by the Town.

(b) Recognition of Town Investment. The Parties acknowledge that this price adjustment reflects the Town’s historical investment in the Facility and is intended to equitably recognize such contributions in the event of a disposition of the Premises.

10. RISK ALLOCATION; DAMAGE; CLOSURE

10.1 Closure for Health or Safety. Town or District may close the Facility if water chemistry or conditions fail to meet applicable health and safety standards, or other conditions render the Facility unsafe, until corrected.

10.2 Damage; Repairs. Town shall coordinate repairs as soon as practical. If District or its users cause damage during School Use Periods, District shall reimburse Town's reasonable repair costs within thirty (30) days of invoice.

10.3 Force Majeure. Performance shall be excused or extended, as applicable, for delays resulting from extraordinary events beyond the reasonable control of the impacted Party, with notice and reasonable efforts to mitigate.

11. INSURANCE; INDEMNIFICATION

11.1 Insurance. Each Party shall maintain, at its sole cost, occurrence-form commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, automobile liability insurance covering owned, hired, and non-owned vehicles with limits of not less than One Million Dollars (\$1,000,000) per accident, and workers' compensation coverage as required by Arizona law. Such coverage may be provided through a public-entity risk pool or trust authorized by Arizona law.

Each Party shall name the other Party as an additional insured with respect to liability arising from its operations under this Agreement and shall provide certificates of insurance, risk pool confirmations, or other evidence of coverage upon request. Carriers shall be authorized to transact business in Arizona and maintain an A.M. Best rating of A- or better, except where coverage is provided through a public-entity risk pool or trust.

Each Party shall endeavor to provide at least thirty (30) days' prior written notice of cancellation or material change in coverage. Each Party shall provide certificates of insurance, risk pool confirmations, or other evidence of coverage upon request.

11.2 Workers' Compensation. Each Party shall maintain statutory workers' compensation and employers' liability coverage for its employees.

11.3 Primary Coverage. Each Party's liability coverage shall be primary for claims arising from its operations, acts, or omissions at the Facility.

11.4 Mutual Waiver of Subrogation. Each Party waives any right of recovery against the other Party for losses covered by property insurance maintained for its own benefit.

11.5 Indemnification. To the fullest extent permitted by law, each Party (as indemnitor) shall indemnify, defend, and hold harmless the other Party, and its officers, officials, employees, and agents (as indemnitees), from and against claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees and costs) to the

extent caused by the indemnitor's negligent acts or omissions or willful misconduct in connection with this Agreement. This Section shall survive termination.

12. TERMINATION; DEFAULT; DISPUTE RESOLUTION

12.1 Termination for Convenience. Either Party may terminate this Agreement for convenience upon 365 days' prior written notice. Any payments or transfers related to Improvements upon such termination shall be made in accordance with **Section 9.3**.

12.2 Default; Cure. If either Party fails to perform a material obligation, the non-defaulting Party shall provide written notice specifying the default. The defaulting Party shall have thirty (30) days to cure, or, if the default is not reasonably curable within thirty (30) days, such additional time as is reasonably necessary provided diligent efforts commence within the initial period.

12.3 Mediation. If a dispute is not resolved through management-level discussions, either Party may request non-binding mediation with a mutually agreed mediator prior to filing any claim.

12.4 Conflict of Interest. This Agreement is subject to A.R.S. § 38-511.

12.5 Non-Appropriation. All payment obligations are subject to annual appropriation by the respective governing bodies; in the event of non-appropriation, the affected Party may terminate on written notice without further obligation beyond amounts then due and owing.

13. COMPLIANCE; LEGAL REQUIREMENTS

13.1 Laws; Policies. Each Party shall comply with applicable federal, state, and local laws, regulations, and codes, including public health standards governing pool operations.

13.2 Immigration Compliance. Each Party warrants compliance with A.R.S. § 41-4401 and A.R.S. § 23-214(A) regarding E-Verify for its employees, and shall flow these requirements to contractors as applicable.

13.3 No Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

13.4 Relationship of the Parties. The Parties are independent public entities; no agency, partnership, joint venture, or employment relationship is created by this Agreement.

14. NOTICES

14.1 Notices. All notices shall be in writing and deemed given when delivered personally, three (3) business days after deposit by certified U.S. mail, return receipt

requested, or one (1) business day after deposit with a nationally recognized overnight courier, to:

Town: Town of Camp Verde
Attn: Miranda Fisher, Town Manager
473 S. Main Street, Ste. 102
Camp Verde, AZ 86322

With a copy to: Town Attorney
Attn: Trish Stuhan
Pierce Coleman PLLC
17851 N. 85th Street, Ste. 175
Scottsdale, AZ 85255

District: Camp Verde Unified School District No. 28
Attn: Steve Hicks, Superintendent
410 Camp Lincoln Road
Camp Verde, AZ 86322

With a copy to: District Counsel
Attn: Dave Pauole
Welker & Pauole PLC
10429 S. 51st Street, Ste. 285;
Phoenix, AZ 85044

15. MISCELLANEOUS

15.1 Entire Agreement; Amendments. This Agreement constitutes the entire agreement regarding the Heritage Pool, the Premises, and the subject matter addressed herein, superseding any prior understandings related to such subject matter, and may be amended only by a written instrument signed by duly authorized representatives of both Parties.

15.2 Supersession of Prior Pool Agreements. Effective upon the Effective Date of this Agreement, the Intergovernmental Agreement dated October 9, 2007 concerning the Camp Verde Heritage Pool is terminated and replaced in its entirety by this Agreement. To the extent the Intergovernmental Agreement between the Parties dated 2012 contains provisions relating to the Heritage Pool, such provisions are likewise terminated and replaced by this Agreement. The Parties acknowledge that non-pool facilities, equipment, transportation, and emergency management matters formerly addressed in prior agreements shall remain governed by existing agreements until superseded by a separate facilities intergovernmental agreement.

15.2 Governing Law; Venue. Arizona law governs; exclusive venue lies in state courts of Yavapai County.

15.3 Severability. If any provision is held invalid, the remainder shall not be affected.

15.4 Headings. Headings are for convenience and do not affect interpretation.

15.5 Time of Essence. Time is of the essence with respect to the performance of obligations.

15.6 Additional Acts. Each Party shall execute and deliver further documents reasonably necessary to carry out this Agreement.

15.7 Filing; Approvals. This Agreement is subject to approval by the governing bodies of the Parties and shall be filed with the County Recorder following approval.

15.8 Third-Party Beneficiaries. No third-party beneficiary rights are created.

15.9 Attorneys' Fees. In any action to enforce this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs as determined by the court without a jury.

16. RULES; ATTACHMENTS; EXHIBITS

16.1 Facility Rules. Town shall promulgate and maintain Facility rules applicable to all users; District shall enforce such rules during School Use Periods.

16.2 Exhibits. The following exhibits are incorporated:

Exhibit A – Legal Description/Depiction of Premises [to be inserted]

Exhibit B – Program Calendar Protocols and Staffing Matrix [to be inserted]

Exhibit C – Fee Schedule and Charge-back Rates [to be inserted]

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their names on the day and date first written above.

CAMP VERDE:

CAMP VERDE UNIFIED SCHOOL
DISTRICT NO. 28:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTEST:

Leah Rhodes, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman PLLC

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Meeting Date: October 21, 2026

Agenda Item Type:

- | | | |
|--|---|--|
| ☐ Consent Agenda | ☐ Informational Presentation | ☐ Discussion Item |
| ☒ Action/Decision Item | ☐ Executive Session Request | ☐ Other: |

Requesting Department: Town Manager **Staff Resource:** Interim Town Manager Charlie Cassens

Agenda Title: Discussion and possible action regarding a commercial lease of the Town-owned property located at 385 S. Main Street, Camp Verde, Arizona, and the adjacent vacant property for parking.

Attached Documents:

- Lease document
- Exhibit A
- Lessee 501(c)3 IRS Letter

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 15 minutes

Reviewed By:

- | | | | | |
|--|---|--|----------------------------------|---------------------------------|
| ☒ Town Manager | ☒ Legal | ☐ Risk Management | ☐ Finance | ☐ Other: |
|--|---|--|----------------------------------|---------------------------------|

Financial Review (if applicable):

- | | | | |
|---|------------------------------|-----------------------------|---|
| • Funding Source / GL Account Number: CIP Project | | | |
| • Approved in the FY27 Budget? | ☐ Yes | ☐ No | ☒ N/A ☐ Other: |
| • Is this an approved CIP Project? | ☐ Yes | ☐ No | ☒ N/A ☐ Other: |

Background Information:

The subject property is the building currently known as the Business Resource and Innovation Center, or BRIC. The building has served a multitude of purposes over many years; the most recent being the Town's Economic Development and Visitor Center functions. The building was vacated earlier this year. The Town Council expressed interest in selling the property, and an appraisal was commissioned. The building and parcel appraised for \$770,000.00.

An opportunity to occupy the building arose when representatives of the Black Canyon Community Health Center (BCCHC) expressed interest in leasing the property to open a new community health clinic in Camp Verde. BCCHC is a nonprofit community health clinic and federally qualified health center (FQHC) that provides primary and preventive healthcare services in Black Canyon City and Spring Valley, Arizona. It is organized as a 501(c)(3) nonprofit organization and serves patients regardless of insurance status, with services that may include primary care, preventive care, and behavioral health services.



Town Council Agenda Information Memorandum

Lease Provisions:

Because the property is publicly owned, a gross lease model was deemed appropriate, which is inclusive of costs, such as property taxes and the property owner's insurance premiums. Gross leases typically charge more than "triple net" leases; therefore, this lease is based on \$20/sf per year, which is \$2 more than the appraised lease value of \$18/sf. The resulting monthly payment is \$5,825.00 beginning November 1, 2026. The term is 2 years, with an option for a third. BCCHC anticipates returning the property to the Town upon completion of a larger, permanent facility within Town limits.

Per the lease agreement, the Town accepts responsibility for the maintenance and repair of:

- The Building Structure and Foundation
- The Roof and Roofing Materials
- The Cooling and Heating Systems
- The Water Heater and Plumbing

The tenant is responsible for landscaping, insurance, and utilities. A security deposit in the amount of \$2,913.00 will be paid to the Town to cover costs of cleaning and repair upon termination of the lease.

Tenant is also responsible for all interior modifications, proper permitting, and inspections.

The lease property includes the vacant lot next door and the parking immediately behind the building. It does not include the rear parking lot commonly used by Town personnel.

Proposed Motion

I move to approve a lease agreement with Black Canyon Community Health Center for the Town-owned property located at 385 South Main Street, with adjacent parking, for a two-year period with an option for a third year, for the purpose of a community health center, and authorize the Interim Town Manager to execute the agreement.

LEASE AGREEMENT

1. **PARTIES.** This Lease Agreement (“Lease”), dated for reference purposes only, _____, 2026 is by and between the Town of Camp Verde, an Arizona municipal corporation and political subdivision of the State of Arizona (“Landlord”), having its principal office located at 473 South Main Street, Suite 102, Camp Verde, Arizona 86322, and Black Canyon Community Health Center, Inc., an Arizona corporation, (“Tenant”), having an address at 19251 East Oasis Drive, Black Canyon City, Arizona 85324. Landlord and Tenant are collectively, the “parties” to this Lease.
2. **PREMISES.** Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Premises (hereinafter defined) known as Business Resource & Innovation Center (“BRIC”), and located at 385 South Main Street, Camp Verde, Arizona 86322 and its adjacent parking lot (“Premises”), described more particularly in “Exhibit A.”
3. **TERM.** The term of this Lease shall be for two (2) years commencing on the 1st day of November 2026 and ending on the 31st day of October 2028 (“Lease Term”), unless sooner terminated as provided under the terms of this Lease.

3.1 Renewal Term. Provided Tenant is not then in default of this Lease Agreement beyond any applicable notice and cure period, Tenant shall have the option to extend the Term for one (1) additional year (the "Extension"). Tenant may exercise the Extension by giving written notice to Landlord of its election to do so no later than sixty (60) days prior to the expiration of the initial Term. Upon timely exercise, the Extension shall become effective without further action, upon all of the same terms and conditions of this Lease, except that the monthly rent during the Extension shall be Five Thousand Eight Hundred Twenty-Five and 00/100 Dollars (\$5,825.00) per month, and there shall be no further right of extension. Upon exercise of the Extension, all references herein to the "Term" shall mean the initial Term as extended.

4. POSSESSION.

- 4.1. If Landlord cannot deliver possession of the Premises to Tenant at the commencement of the term for any reason as a result of causes beyond its reasonable control, this Lease shall not be voidable, nor shall Landlord be liable to Tenant for any loss or damage resulting, nor shall the expiration date of the above term be in any way extended. But in that event, no rent will be due during the period between the commencement of said term and the time when Landlord delivers possession. Notwithstanding the foregoing, if Landlord does not deliver possession of the Premises to Tenant by the 1st day of November 2026, Tenant may terminate this Lease by giving notice to Landlord at any time before the date Landlord delivers possession of the Premises to Tenant.
- 4.2. If Landlord permits Tenant to occupy the Premises prior to the commencement date of the term, such occupancy shall be subject to all the provisions of this Lease. Early possession shall not change the termination date provided under this Lease.

5. RENT AND SECURITY DEPOSIT. Tenant agrees to pay rent to Landlord in the amount of \$5,825.00 per month for the Premises. Tenant shall provide payment on the first day of the month for which rent is being paid, without prior notice or demand. Tenant shall also provide a security deposit to Landlord in the amount of \$2,913.00 to cover costs of cleaning and repair upon termination of this Lease.

5.1. Gross Lease. This Lease is a gross lease. Except as expressly provided in this Lease, the monthly rent is inclusive of all costs and expenses of owning, operating, maintaining, and insuring the building and the Premises, and Tenant shall not be obligated to pay any real property taxes, building insurance premiums, common area maintenance charges, or other operating expense pass-throughs. Tenant's separate obligations are limited to: (a) utilities for the Premises (Section 18); (b) insurance on Tenant's own personal property, contents, and business operations and liability insurance (Section 17); (c) Tenant's improvements and alterations (Sections 6 and 9); and (d) landscaping (Section 12).

6. IMPROVEMENTS AND ALTERATIONS. Except for non-structural interior alterations permitted without consent under Section 9, and with Landlord's prior written approval, Tenant may improve and alter the Premises at Tenant's expense. All improvements and alterations installed or made by Tenant shall be maintained at Tenant's expense. Further, Tenant shall deliver to Landlord the plans, specifications, names and addresses of contractors, copies of proposed contracts and the necessary permits, all in a form and substance satisfactory to Landlord and further furnish indemnification against liens, costs, and damages as may be reasonably required by Landlord.

6.1. Prior to the expiration of the Lease, Tenant shall, at its expense, remove from the Premises all equipment and materials placed on the Premises by Tenant. Tenant shall not be permitted to leave behind or abandon any equipment or materials without the prior written consent of Landlord. Any permanent structures constructed on the Premises shall become the property of Landlord upon the expiration of the Lease. Tenant shall subsequently supply Landlord with copies of any environmental tests or reports generated in connection with such removal, and, if Tenant caused a release of hazardous materials, a certification from a licensed engineer demonstrating that the Premises are free of contamination from such release.

6.2. Tenant agrees, at its expense, to return the Premises at the expiration of the Lease term to Landlord in a condition that is equal to or better than the condition at the inception of the Lease and free from the presence of pollutants, contaminants and Regulated Substances which result from Tenant's use or occupancy of the Premises as defined below in Paragraph 7 of this Agreement.

7. USE. Tenant shall use the Premises for a community health center and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord. Tenant shall not use or allow the Premises to be used for any improper, immoral, unlawful, or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not damage or allow damage to be done to the Premises.

- 7.1. Tenant recognizes that protecting public health, welfare, and the environment from activities upon the Premises during the Lease Term is an important consideration for Landlord, and during the Lease Term the federal, state, and local laws, rules, regulations, and ordinances relating to pollution, protection of the environment, public health, safety, or industrial hygiene (collectively, “Applicable Laws”) may change. Throughout the Lease Term, Tenant shall comply with all Applicable Laws.
- 7.2. Tenant further guarantees that it will not use or allow the use of any substances on the Premises, including liquid, solid, semi-solid or gaseous substances, which are, or during the Lease Term may become, regulated under Applicable Laws (collectively, “Regulated Substances”), unless the Landlord has been informed and agreed to such use. Further, Tenant shall not keep any Regulated Substances on the Premises. Regulated Substances include, but are not limited to, any and all substances, materials or wastes regulated under the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et. seq.*; the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et. seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601, *et. seq.*; the Arizona Hazardous Waste Management Act, A.R.S. § 49-921, *et. seq.*; the Arizona Underground Storage Tank Regulation Act, A.R.S. § 49-1001, *et. seq.*; and the rules and regulations adopted, and guidelines promulgated pursuant to the Applicable Laws.
- 7.3. In addition to the other requirements of this section, Tenant shall not release, discharge, leak or emit, or permit to be released, discharged, leaked or emitted into the atmosphere, ground, soil, sewer system, surface water or groundwater any substance if such substance (as reasonably determined by Landlord, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (a) the environment, (b) the health, welfare or safety of persons whether located on the Premises or elsewhere, or (c) the condition, value, use or enjoyment of the Premises or any other real or personal property. Tenant must have or timely obtain, maintain, and comply with all provisions of all permits, licenses and other authorizations which are required under the Applicable Laws (“Permits”).
- 7.4. Tenant shall immediately notify Landlord, orally and in writing, of any allegations by any governmental authority or other person or entity of any event of non-compliance with the Applicable Laws or Permits of this section. Tenant shall also immediately notify Landlord, orally and in writing, of any allegations by any governmental authority or other person or entity, of any events, conditions, circumstances, activities, practices, incidents, actions or plans that may interfere with or prevent continued compliance with Applicable Laws, Permits or the provisions of this section, or which may give rise to any common law or legal liability, or otherwise form the basis of any claim, action, suit, proceeding, hearing or investigation, based on or related to the generation, manufacture, distribution, use, treatment, storage, disposal, transport, or handling, or the emission, discharge, release or threatened release into the environment, of any pollutant, contaminant or Regulated Substance.

- 7.5. Landlord, or its authorized representative, agent, or contractor, shall have the right, upon reasonable notice, to inspect the Premises and to review and copy documents, records, and data maintained by Tenant relating to substances used and stored on the Premises or disposed of, released, or otherwise removed from the Premises, in order to confirm that Tenant is in compliance with the provisions of this Paragraph.
- 7.6. Landlord has the right, at its expense, to perform periodic environmental inspections as Landlord deems necessary. Landlord shall use the services of qualified and licensed environmental engineers, approved by Tenant but whose approval may not be unreasonably withheld. The engineers shall conduct sampling and testing of soils, water, substances, and emissions as Landlord deems necessary to confirm that Tenant is in compliance with the provisions of this Section. If the results of the inspection indicate a need for further testing and/or remediation due to Tenant's use of the Premises in order to comply with ADEQ or EPA remediation standards or guidelines, then Tenant agrees to reimburse Landlord for its reasonable inspection costs and to pay for such additional testing and remediation that is required due to Tenant's use of the Premises. Should remediation be required due to Tenant's use of Premises, Tenant shall immediately undertake the necessary remediation to restore Premises and diligently complete the work. Failure to do so will be considered a material breach of this Lease, and Tenant's obligations under this Paragraph shall continue beyond the expiration or termination of this Lease. Nothing in this Paragraph shall constitute a waiver of any right of Tenant, including without limitation, the right to receive contribution from any individual or entity responsible for contamination of any part of the Premises.
- 7.7. Any instance of non-compliance with Applicable Laws, Permits or the provisions of this Paragraph shall be grounds for immediate termination of this Lease by Landlord.
- 7.8. To the fullest extent permitted by law, Tenant agrees to indemnify, defend and hold Landlord harmless for any and all costs of legally required remediation of environmental contamination and from any and all claims, demands, actions, suits, proceedings, hearings, investigations, responsibility, liability, orders, injunctions, judgments, fines, damages and losses of any nature whatsoever, arising out of or relating in any way to Tenant's present or future use of, or activities or operations on or at, the Premises, or arising from or relating to any breach of the provisions of this Paragraph. Tenant also agrees to indemnify and hold Landlord harmless for any and all costs and expenses incurred in connection therewith, including without limitation, any and all attorneys' and expert witness fees, investigation, clean up, removal, disposal, remedial, corrective, or mitigating action costs, fines and penalties related in any way to Tenant's use of the Premises. These indemnities shall survive the termination of this Lease.
- 8. COMPLIANCE WITH LAW.** Tenant shall not use the Premises in a way that violates any law, statute, ordinance or governmental rule or regulation now in force or which may be later enacted or promulgated. Tenant is solely responsible at its own costs for complying with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force

or which may later be in force, as well as with any requirements of the board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. Notwithstanding the foregoing, Landlord shall remain responsible for the compliance of the base building structure and systems that Landlord maintains under Section 10 with applicable laws, except to the extent such compliance is triggered by Tenant's particular manner of use, Tenant's improvements, or Tenant's acts or omissions. If a court in a competent jurisdiction finds or Tenant admits to violating any laws, rules, or regulations, this will be considered conclusive evidence of such violation, even if Landlord is not a party to the legal action.

9. ALTERATIONS AND ADDITIONS. At its own cost and without Landlord's consent, Tenant is permitted to make non-structural alterations to the interior of the Premises that are required in order to conduct its business on the Premises. In making any of these alterations:

9.1 Tenant shall submit reasonably detailed final plans and specifications and working drawings of the proposed alterations and the name of its contractor to the Landlord at least five (5) business days before the date it intends to commence the alterations.

9.2 Tenant shall not begin any alterations until two (2) days after Landlord has received notice from Tenant stating the date on which the alterations are scheduled to commence in order to allow Landlord to post and record a notice of non-responsibility.

9.3 The alterations shall be approved by all appropriate government agencies, and all applicable permits and authorizations shall be obtained before commencement of the alterations.

9.4 All alterations shall be completed with due diligence in compliance with the plans and specifications and working drawings and all applicable laws.

9.5 If the estimated cost of any structural alterations exceeds Five Thousand Dollars (\$5,000.00) before the commencement of the alterations, Tenant, at its cost, shall provide Landlord a performance and completion bond issued by an insurance company qualified to do business in Arizona in a sum equal to the cost of the alterations (as determined by the construction contract between Tenant and its contractor) guaranteeing the completion of the alterations free and clear of all liens and other charges, and in accordance with the plans and specifications. Non-structural interior alterations require no bond under this Section or Section 13; Tenant will provide contractor lien waivers instead.

9.6 The alterations shall be performed in a manner that will not interfere with the quiet enjoyment of the other tenants in the building in which the Premises are located.

Any alterations made shall be surrendered with the Premises upon the expiration or termination of the Lease, except that Landlord can elect within thirty (30) days before the expiration of the Lease, or within five (5) days after termination of the Lease, to require Tenant to remove any alterations that Tenant has made to the Premises. If Landlord so elects, Tenant, at its cost, shall restore the Premises to the condition designated by Landlord in its election, before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later.

If Tenant is not in default of any provisions of this Lease, Tenant shall have the right to remove any alterations made to the Premises before the end of the Lease Term or within thirty (30) days after termination of the term. The removal must not cause any structural damage to the Premises, and Tenant, at its cost, must promptly restore any damage caused by the removal.

10. Landlord's Maintenance and Repair Obligations. Landlord shall, at Landlord's sole expense, maintain, repair, and replace as necessary to keep in good, safe, and fully operational working order, the following items, systems, and components of the Premises:

10.1.1 Building Structure & Foundation: The structural integrity of the building, including the foundation, load-bearing walls, exterior walls, floors, ceilings, windows, and doors.

10.1.2 Roofing: The roof, gutters, downspouts, and structural flashing, ensuring the unit remains completely weatherproof and watertight.

10.1.3 Cooling and Heating Systems: The HVAC system, including all central air conditioning units, evaporative (swamp) coolers, and heating systems.

10.1.4 Water Heater & Plumbing: The hot water heater unit, main plumbing lines, sewer connections, and water supply infrastructure.

11. REPAIRS. By taking possession of the Premises, Tenant accepts the Premises as being in good, sanitary order, condition, and repair. Subject to Landlord's maintenance, repair, and replacement obligations under Section 10, Tenant shall, at its cost, keep the interior of the Premises in good condition and repair, besides damages that are outside of the reasonable control of Tenant and ordinary wear and tear. Upon the expiration or termination of this Lease, the Tenant must surrender the Premises to Landlord in good condition, ordinary wear and tear and damages from causes beyond the reasonable control of Tenant excepted. Except for Landlord's obligations under Section 10 and except as specifically provided in an addendum, if any, to this Lease, Landlord shall have no obligation to alter, remodel, improve, repair, redecorate or paint the Premises. The parties affirm that Landlord has made no representations to Tenant regarding the condition of the Premises except as specifically set forth.

12. LANDSCAPING. Tenant is responsible for all landscaping, including, but not limited to, cutting, edging, trimming, weeding, proper watering, fertilizing, and insect control to ensure that the grounds, trees, and shrubs are maintained. If Tenant neglects to maintain the landscaping surrounding the Premises, the Landlord or Landlord's Agent reserves the right to secure services of a professional landscape maintenance company, which will be hired to maintain property at the Tenant's expense.

13. LIENS. Tenant shall keep the Premises and the property in which the Premises are situated free from any liens arising out of any work performed, materials furnished, or obligations incurred by Tenant. Landlord has the right to ask Tenant, at Tenant's own expense, to obtain a lien and completion bond to insure Landlord against any liability for mechanics' and materialman's liens and to insure completion of the work. The bond should be in an amount

that is one and a half (1.5) times the estimated cost of any improvements, additions, or alterations made by Tenant to the Premises.

14. ASSIGNMENT AND SUBLETTING. Tenant shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, and shall not sublet said Premises or any part of the Premises, or any right or privilege appurtenant of the Premises, or suffer any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof without the written consent of Landlord first had and obtained, which consent shall not be unreasonably withheld, and a consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and shall, at the option of Landlord, constitute a default of this Lease.

15. HOLD HARMLESS. Tenant agrees that Landlord shall not be liable or responsible for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Tenant, customers, invitees, or licensees using or coming onto the Premises, except for Landlord and its agents and assigns, and except for loss, theft or damage to property or injury or death of Tenant or other person which results from Landlord's negligence. Tenant agrees to indemnify and hold Landlord harmless from any and all claims, liabilities, losses, damages, costs, and expenses whatsoever, arising from the use of the Premises by Tenant's agents, employees, customers, invitees, or licensees.

15.1. If any person not a party to this Lease shall institute an action against Tenant which is subject to this indemnity in which Landlord involuntarily and without cause shall be made a party defendant, Tenant shall indemnify and defend Landlord through legal counsel reasonably satisfactory to Landlord and shall save Landlord harmless from all liabilities, including reasonable attorneys' fees and all costs incurred by Landlord in such action.

16. WAIVER OF SUBROGATION.

16.1. The parties release each other, and their respective authorized representatives, from any claims for damage to any person or to the Premises and its improvements, and to the fixtures and personal property that are caused by or result from risks covered by insurance policies in effect at the time of such damage.

16.2. Each party is responsible for obtaining insurance policies that protect against damage caused by any risks covered under the policy. The policy must include a waiver of subrogation against either party in connection with any damage covered by the policy. Neither party shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Lease. If the waiver of subrogation cannot be included in the insurance policy, or can only be included at a higher cost, the party responsible for obtaining the insurance shall notify the other party of this fact. The other party shall have ten (10) days after receiving the notice either to place the insurance with a company that is

reasonably satisfactory to the other party and that will carry the insurance with a waiver of subrogation, or to agree to pay the additional cost. If the insurance cannot be obtained or the party in whose favor a waiver of subrogation is desired refuses to pay the additional premium charged, the other party is relieved of the obligation to obtain a waiver of subrogation.

17. INSURANCE.

17.1 Tenant's Insurance. During the entire term of the Lease, Tenant shall keep in full force and effect, at Tenant's sole cost and expense: (a) a policy of commercial general liability insurance with respect to the Premises and the businesses conducted by Tenant, in which the limits of public liability shall not be less than \$1,000,000 per person and \$1,000,000 per occurrence, and in which the property damage liability shall not be less than \$1,000,000 per occurrence; and (b) "all-risk" or "special perils" property insurance covering Tenant's personal property, contents, trade fixtures, and Tenant's leasehold improvements and alterations, in an amount not less than their full replacement value. The liability policy shall name Landlord as an additional insured and shall contain a clause that the insurance company will not cancel or materially change the insurance without giving Landlord thirty (30) days prior written notice. The insurance shall be in an insurance company authorized to do business in the State of Arizona and a copy of the policy or certificate of insurance shall be delivered to Landlord.

17.2 Landlord's Insurance. During the entire term of the Lease, Landlord shall maintain, at Landlord's expense (the cost of which is included in the gross rent), "all-risk" or "special perils" property insurance covering the building and the Premises in an amount not less than their full replacement value, together with commercial general liability insurance covering the building, in commercially reasonable amounts. Landlord may satisfy this obligation through a program of self-insurance maintained in accordance with applicable Arizona law.

18. SERVICES AND UTILITIES. Tenant shall pay, before delinquent, directly to the applicable utility provider for all separately metered water, sewer, gas, and electricity services furnished to or used in or about the Premises during the term of this Lease. To the extent any such utility service is not separately metered, Tenant shall reimburse Landlord for Tenant's use of that service within thirty (30) days after written statement from Landlord. Landlord shall not be liable for, and Tenant shall not be entitled to, any reduction of rental by reason of Landlord's failure to furnish any utility services when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar called beyond the reasonable control of Landlord. Landlord shall not be liable under any circumstances for a loss of or injury to property, however occurring, through or in connection with or incidental to failure to furnish any of the utility services.

19. TAXES. Tenant shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed, and which become payable during the term hereof upon all of Tenant's leasehold improvements, equipment, furniture, fixtures, and personal property located in the Premises. Consistent with the gross lease structure set forth in Section 5.1, Landlord shall be

responsible for any real property taxes or assessments levied against the building and the Premises, and Tenant shall have no obligation to pay or reimburse Landlord for any such real property taxes.

20. EXCISE AND TRANSACTION PRIVILEGE TAXES. The parties acknowledge that this Lease may be subject to the Government Property Lease Excise Tax under A.R.S. § 42-6201 et seq. ("GPLET"), which, if applicable, is levied upon Tenant as prime lessee and collected by the county treasurer. The parties further acknowledge that Tenant's interest may be exempt from GPLET under A.R.S. § 42-6208 (including as property used for a governmental activity or used by an organization exempt under Section 501(c)(3) of the Internal Revenue Code). Any GPLET actually due shall be the obligation of Tenant. Landlord shall timely perform its recording and database obligations under A.R.S. § 42-6202. Any municipal transaction privilege (rental) tax that the Town of Camp Verde imposes on the rent payable under this Lease shall be included in the gross rent.

21. HOLDING OVER. If Tenant remains in possession of the Premises or any part of the Premises after the expiration of the term hereof, with the express written consent of Landlord, such occupancy shall be a tenancy from month to month at a rental in the amount of the last monthly rental, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

22. ENTRY BY LANDLORD.

22.1. Landlord shall have the right to enter the Premises at any reasonable time to inspect the Premises, supply service to Tenant, to submit said Premises to prospective purchasers or tenants and to post notices of non-responsibility. Tenant waives any claim for damages or for any injury or inconvenience to quiet enjoyment of the Premises, and any other loss occasioned that result. Tenant shall provide landlord keys to any structures erected on the Premises.

22.2. Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs of the Premises, of improvements and property of Tenant. Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property or any inconvenience or annoyance occasioned by such damage.

23. DEFAULT. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

23.1. The vacating or abandonment of the Premises by Tenant.

23.2. The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant under the Lease, as and when due, where such failure shall continue for a period of three (3) days after written notice by Landlord to Tenant.

23.3. The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant where such failure

shall continue for a period of thirty (30) days after written notice by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and diligently prosecutes such cure to completion.

- 23.4.** The Tenant makes a general assignment or general arrangement for the benefit of creditors; the Tenant files or has filed against them a petition for bankruptcy, reorganization or arrangement under any bankruptcy law, unless the petition is dismissed within sixty (60) days; or a trustee or a receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, and the possession is not restored to Tenant within thirty (30) days; or substantially all of Tenant's assets located at the Premises or the interest in this Lease is seized by attachment, execution or other judicial and the seizure is not discharged in thirty (30) days.

24. LANDLORD'S REMEDIES IN DEFAULT. In the event of any such material default or breach by Tenant that remains uncured after the applicable notice and cure period, Landlord shall give Tenant notice of intention to cancel this Lease at the expiration of five (5) days from the date of service of the notice. After five days, if Tenant has not cured the default or breach, the term of this Lease shall expire. The notice shall contain a statement of the facts constituting the default or breach by Tenant. Upon the expiration of the five (5) days, Landlord may:

- 24.1.** Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate, and Tenant shall immediately surrender possession of the Premises to Landlord. In such event, Landlord shall be entitled to recover all damage incurred by the Landlord due to Tenant's default from Tenant including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney's fees, any real estate commission actually paid; the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of the leasing commission paid by Landlord and applicable to the unexpired term of this Lease. Unpaid installments of rent or other sums shall bear interest from the date due at the rate of ten percent (10%) per annum. In the event Tenant shall have abandoned the Premises, Landlord shall have the option of (a) taking possession of the Premises and recovering from Tenant the amount specified in this Paragraph, or (b) proceeding under the provisions herein.
- 24.2.** Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under the Lease, including the right to recover the rent as it becomes due under the Lease.

- 24.3.** Pursue any other remedy now or later available to Landlord under the laws or judicial decision of the state in which the Premises are located.

25. TENANT'S REMEDIES AND DEFAULT.

- 25.1.** Landlord shall be in default of this Lease if it fails or refuses to perform any provision of this Lease that it is obligated to perform and if the default cannot reasonably be cured within thirty (30) days after notice of the default has been given by Tenant to Landlord. If the default cannot reasonably be cured within thirty (30) days, Landlord shall not be in default of this Lease if Landlord begins to carry out the default within the 30-day period and diligently and in good faith commences to cure the default.
- 25.2.** Tenant, at any time after Landlord defaults, can cure the default at Landlord's cost. If Tenant at any time, by reason of Landlord's default, pays any sum or does any act that requires the payment of any sum, the Landlord must pay Tenant immediately at the time the sum is paid. If Landlord pays the sum at a later date, a ten percent (10%) interest per annum from the date the sum is paid will be applied and must be reimbursed by Landlord. If Landlord fails to reimburse Tenant as required by this Paragraph, Tenant shall have the right to withhold from future rent due the sum Tenant has paid until Tenant is reimbursed in full for the sum and interest on it.

- 26. ESTOPPEL CERTIFICATE.** Within ten (10) days after written request, the parties shall execute, acknowledge, and deliver a written statement certifying (a) that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease as modified is in full force and effect), and the date to which the rental and other charges are paid in advance, if any, and (b) acknowledging that there are not, to the parties' knowledge, any uncured defaults, or specifying each such claimed default if any are claimed. This statement may be used and relied upon by any prospective purchaser or encumbrancer of all or any portion of the real property of which the Premises are a part.

- 27. DAMAGE AND DESTRUCTION.** If the Premises are damaged or destroyed by fire or other casualty, Tenant shall promptly notify Landlord. Within thirty (30) days after the casualty, Landlord shall deliver to Tenant a good-faith written estimate of the time required to repair and restore the Premises (the "Restoration Estimate"). If the Restoration Estimate is one hundred eighty (180) days or less, Landlord shall repair and restore the Premises (excluding Tenant's personal property, contents, and Tenant's improvements and alterations) to substantially their pre-casualty condition, to the extent of available insurance proceeds, and this Lease shall continue. If the Restoration Estimate exceeds one hundred eighty (180) days, or if the casualty occurs during the last six (6) months of the Term, either party may terminate this Lease by written notice to the other given within thirty (30) days after delivery of the Restoration Estimate. Landlord may also terminate this Lease if the casualty is not substantially covered by insurance or the cost to repair exceeds twenty-five percent (25%) of the full replacement cost of the building. If the Premises are rendered wholly or partially untenable by a casualty not caused by Tenant's negligent or intentional acts or omissions,

rent shall abate in proportion to the portion of the Premises rendered untenable, from the date of the casualty until the Premises are substantially restored.

28. CONDEMNATION. A "Taking" means any taking of all or part of the Premises for a public or quasi-public use by condemnation or eminent domain, or any transfer under threat of such proceedings. If the entire Premises is subject to a Taking, this Lease shall terminate as of the date title vests in the condemning authority. If a portion of the Premises is subject to a Taking and, in the reasonable judgment of either party, the remainder cannot be used by Tenant for its permitted use, either party may terminate this Lease by written notice given within thirty (30) days after the Taking; otherwise, this Lease shall continue as to the remainder and rent shall be proportionately reduced. Landlord shall be entitled to the entire condemnation award, including any award for the value of the leasehold estate; provided that Tenant may separately pursue any award made directly to Tenant for relocation expenses, Tenant's personal property and trade fixtures, and business interruption, so long as it does not reduce Landlord's award.

29. ARIZONA PUBLIC ENTITY PROVISIONS.

29.1. Conflict of Interest; Cancellation. This Lease is subject to cancellation by Landlord pursuant to A.R.S. § 38-511, the terms of which are incorporated herein by this reference.

29.2. Compliance with Immigration Laws. To the extent required by A.R.S. §§ 41-4401 and 23-214, Tenant warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with the E-Verify requirements of A.R.S. § 23-214(A). A breach of this warranty shall be a material breach of this Lease subject to penalties up to and including termination, and Landlord retains the legal right to inspect the papers of any Tenant employee who works under this Lease to ensure compliance.

29.3. Public Purpose; Consideration. The parties acknowledge and agree that this Lease serves a public purpose by supporting the provision of community health services within the Town of Camp Verde, and that the rent and other consideration to be received by Landlord under this Lease represent fair market value for the use and occupancy of the Premises.

30. GENERAL PROVISIONS.

30.1. Plats and Riders. Clauses, plats, and riders, if any, signed by Landlord and Tenant and endorsed on or affixed to this Lease are a part hereof.

30.2. Waiver. The waiver by Landlord of any term, covenant or condition of this Lease shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant, or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted,

30.3. Notices. Each party shall provide all notices and demands to the other party in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally [or regionally] recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier; (c) registered U.S. mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third Business Day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. Arizona time on a Business Day and the original also is sent via overnight courier or U.S. Mail, whereby delivery is deemed to have occurred at the end of the Business Day on which electronic transmission is completed.

To Tenant: Black Canyon Community Health Center
19251 East Oasis Drive
Black Canyon City, Arizona 85324
Attn: [Chief Executive Officer]

- 30.4. Marginal Headings.** The marginal headings and paragraph titles of this Lease are not a part of this Lease and shall not affect the construction or interpretation of any part of the Lease.
- 30.5. Time.** Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.
- 30.6. Successors and Assigns.** The covenants and conditions of this Lease, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties of this Lease.
- 30.7. Recordation.** Neither Landlord nor Tenant shall record this Lease or a short form memorandum hereof without the prior written consent of the other party.
- 30.8. Prior Agreements.** This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties to this Lease or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties of the Lease.

- 30.9. Inability to Perform.** This Lease and the obligations of Tenant shall not be affected or impaired because Landlord is unable to or is delayed in fulfilling any of its obligations under the Lease if caused by strike, labor troubles, acts of God or any other cause beyond the reasonable control of Landlord.
- 30.10. Attorneys' Fees.** In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses including reasonable attorneys' fees as determined by the court.
- 30.11. Sale of Premises by Landlord.** In the event of any sale of the Premises, Landlord shall be entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.
- 30.12. Subordination, Attornment.** Upon request of Landlord, Tenant will in writing subordinate its rights under this Lease to the lien of any first mortgage, or first deed of trust to any bank, insurance company or other lending institution, now or hereafter in force against the land and building of which the Premises is a part, and upon any buildings later placed upon the land of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.
- 30.13. Effect.** The provisions of this Lease shall remain in full force and effect for the full term so long as Tenant is not in default of the Lease.
- 30.14. Severability.** Any provision of this Lease which proves to be invalid, void, or illegal shall not affect, impair, or invalidate any other provision of this Lease and such other provision shall remain in full force and effect.
- 30.15. Cumulative Remedies.** No remedy or election under this Lease shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
- 30.16. Counterparts.** This Lease may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties.
- 30.17. Electronic Signatures.** This Lease and any related documents may be executed and delivered by electronic means, including through scanned signatures, facsimile, or a secure electronic signature platform. Electronic signatures shall have the same legal effect as original signatures and shall be binding and enforceable. Pursuant to A.R.S.

§ 44-7007, this Lease shall not be denied legal effect or enforceability solely because it is in electronic form or because it was signed electronically. Copies of this Lease bearing electronic signatures shall be deemed original and may be used as evidence of execution.

30.18. Choice of Law. The laws of the State of Arizona shall govern this Lease.

[SIGNATURES ON FOLLOWING PAGE.]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

The parties of this Lease executed this Lease on the dates next to their respective signatures:

LANDLORD

TENANT

TOWN OF CAMP VERDE,
HEALTH CENTER, INC.,
an Arizona municipal corporation

BLACK CANYON COMMUNITY

an Arizona corporation

By: _____
Charie Cassens, Interim Town Manager

By:  _____
Name: Mark Mathern
Its: _____

Date: _____

Date: October 8, 2026

ATTEST:

Leah Rhodes, Town Clerk

APPROVED AS TO FORM:

By: _____
Trish Stuhan, Town Attorney
Pierce Coleman PLLC

EXHIBIT “A”
LEGAL DESCRIPTION OF PREMISES



EXHIBIT A
BRIC Site Lease Area
BRIC Parcel ID: 40422124- Side Lot Parking Parcel ID:40422123
Total Combined Lot Lease Area with Parking is Estimated to be 26,872 SF

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 28 2010**

BLACK CANYON COMMUNITY HEALTH
CENTER INC
PO BOX 1958
BLACK CANYON CITY, AZ 85324

Employer Identification Number:
26-2236406
DLN:
17053097322000
Contact Person:
GARY MUTHERT ID# 31518
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
February 28
Public Charity Status:
170(b)(1)(A)(iii)
Form 990 Required:
Yes
Effective Date of Exemption:
April 7, 2008
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)