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**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, JULY 19, 2023 at 6:30 P.M.**

ZOOM MEETING LINK:

<https://us02web.zoom.us/j/89369960756?pwd=eVBXbmQ0N0c3RTIKZHZXZng5d2dsdz09>

One Tap Mobile: 1-669-900-9128 or 1-719-359-4580

Meeting ID: 893 6996 0756

Passcode: 830772

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: Jackie Baker, Wendy Escoffier, Robin Godwin, Cris McPhail, Jessie Murdock, Vice Mayor Marie Moore, and Mayor Dee Jenkins.
- 3. Pledge of Allegiance**
- 4. Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) Approval of the Minutes:**
 - 1) Regular Session – May 3, 2023 Page 5
 - 2) Special Session – July 5, 2023 Page 19
 - 3) Regular Session – July 5, 2023 Page 21
 - b) Set Next Meeting, Date and Time:**
 - 1) Joint Work Session – Wednesday July 26, 2023 at 5:30 p.m.
 - 2) Regular Session – Wednesday August 2, 2023 at 6:30 p.m.
 - 3) Special Session – Wednesday August 9, 2023 at 5:30 p.m.
 - 4) Regular Session – Wednesday August 16, 2023 at 6:30 p.m.
 - c) Approval to staff to submit a Water Conservation Grant application to the Water Infrastructure Financing Authority (WIFA) in an amount up to \$2.5M to fund various Water System Leak Mitigation Projects throughout Town.** Staff Resource: Molly Spangler and Jeff Low Page 31

5. **Call to the Public or items not on the Agenda. (Please complete Request to Speak Card and turn in to the Clerk.)** Residents are encouraged to comment about any matter NOT included on the agenda. State law prevents the Council from taking any action on items not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter or may ask that a matter be put on a future agenda. However, members of the public body shall not discuss or take legal action on matters raised during an open call to the public unless the matters are properly noticed for discussion and legal action. (Pursuant to ARS §38-431.01(H))
6. **Special Announcements and Presentations:**
 - **Presentation from the Small Business Development Center, their work, and how they help Camp Verde businesses.** Staff Resource: Molly Spangler Page 39
 - **Presentation to Town Council on Collection Maintenance program being used with R.H Borden.** Staff Resource: Chet Teague Page 41
 - **Quarterly Report – Parks & Recreation Commission.** Staff Resource: Mike Marshall Page 43
 - **Quarterly Report – Board of Adjustments.** Staff Resource: John Knight Page 45
 - **Quarterly Report – Planning and Zoning Commission.** Staff Resource: John Knight Page 47
7. **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, Phillip England Center for the Performing Arts Foundation.
8. **Discussion, Consideration, and Possible Approval for staff to sign an agreement with the Verde Valley Archaeology Center to provide Town funding up to \$150,000 for the center to complete a grant funded trailhead park project and then reimburse the Town for funding expended.** Staff Resource: Molly Spangler Page 49

9. **Discussion, Consideration, and Possible Approval of an agreement between the Town of Camp Verde and Zonehaven, a Genasys owned company that offers critical communications systems and solutions to help keep people safe during evacuations and other emergency incidents.** Staff Resource: Heather Vinson Page 55
10. **Discussion, Consideration and Possible Approval to purchase supplies and materials for the Sports Complex Water Main installation from Dana Kepner Company, LLC at a cost not to exceed \$96,041.11.** Staff Resource: Jeff Low Page 67
11. **Discussion, Consideration, and Possible Approval of Resolution 2023 – 1107, a Resolution of the Mayor and Common Council for approval of final site plans for two (2) development sites located within High View at Boulder Creek Planned Area Development (PAD), zoned C3-PAD (Commercial: Heavy Commercial – Planned Area Development) and C2-pad (Commercial: General Sales and Services – Planned Area Development) specifically site plans for Zane Grey RV Park located on parcel 403-15-003V (C2-PAD) and Zane Grey Multi-family and Commercial on parcel 403-15-003U(C3-PAD), Camp Verde, Yavapai County, Arizona.** Staff Resource: Cory Mulcaire Page 73
12. **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 Bashes on 07-13-2023 at 6:00 p.m.

Cindy Pemberton

Cindy Pemberton, Town Clerk

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DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, MAY 3, 2023 at 6:30 P.M.

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

1. **Call to Order** Mayor Dee Jenkins called the meeting to order at 6:30 PM.
2. **Roll Call.** Council Members: Jackie Baker, Wendy Escoffier, Robin Godwin, Cris McPhail, Jessie Murdock, Vice Mayor Marie Moore, and Mayor Dee Jenkins.

Also Present: Interim Manager Barbara Goodrich, Town Attorney Trish Stuhan, Town Clerk Cindy Pemberton, Recording Secretary Mary Frewin
3. **Pledge of Allegiance** Councilor Murdock led the Pledge of Allegiance.
4. **Consent Agenda** – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) **Approval of the Minutes:**
 - 1) Special Session – April 12, 2023
 - 2) Special Session – April 19, 2023
 - 3) Regular Session – April 19, 2023
 - 4) Special Session – April 25, 2023
 - b) **Set Next Meeting, Date and Time:**
 - 1) Special Session – Wednesday May 10, 2023 at 5:30 p.m.
 - 2) Regular Session – Wednesday May 17, 2023 at 6:30 p.m. -Cancelled
 - 3) Special Session – Wednesday May 24, 2023 at 5:30 p.m.
 - 4) Regular Session – Wednesday June 7, 2023 at 6:30 p.m.
 - c) **Approval to spend up to \$15K of ARPA funds for a broadband consultant.**
Staff Resource: Molly Spangler

Councilor Escoffier had corrections to the April 12th and April 19th minutes. Additionally, Councilor McPhail submitted some minor corrections.

On a motion by Vice Mayor Moore, seconded by Councilor Baker, Council moved to accept the consent agenda with the corrections from Councilor Escoffier and the cancellation of May 17th.

Roll Call Vote:

Councilor Baker: Aye
Councilor Escoffier: Aye
Councilor McPhail: Aye
Councilor Murdock: Aye
Councilor Whatley: Aye
Vice Mayor Moore: Aye
Mayor Jenkins: Aye
Motion Carried 7-0.

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

Jason Jenkins spoke regarding a notice he received for illegal grading. Additionally, he had a Camp Verde Marshal come to his house for a noise complaint due to riding dirt bikes in his backyard. He feels both instances are unfair and would like to be able to continue using the track he has made in his backyard by making it legal. In the process of trying to make it legal, he was notified by Community Development Director John Knight that it's now a violation to ride dirt bikes on his property.

Cole Martinez spoke regarding arenas and riding motorcycles on private properties. He feels those who are trying to make the decisions against this are interpreting the Town codes the wrong way and changing the culture of the Town in a negative way. He would like to stop getting harassed when he and his family ride in their backyard.

Jennifer Martinez also spoke regarding the new code enforcement of no riding motorcycles or dirt bikes in private residences. She feels this goes against the culture of Camp Verde.

Debbie Roulette spoke regarding dirt bike riding. She feels Camp Verde property owners should be able to do whatever they want to do on their property, as long as it's not a nuisance or offensive. She thinks people who are not from here are trying to change the Town to something that it isn't.

6. **Special Announcements and Presentations:**

- **Presentation of APS Wildfire Safety and Fire Mitigation.** Resource: Brandon Echols and Becky Rudd

Brandon Echols, spoke regarding Wildfire safety and Fire Mitigation. At APS they have a comprehensive fire mitigation plan. During the fire season, they adjust their operations and how they respond to safety. Safety is number one for their community and customers, and they have several safety precautions intact to help prevent and reduce fires. Additionally, he recommended several ideas to the community in order to prepare for Fire season.

- **Presentation of Certificate of Appreciation to Michael Hough for his years of service to the Town of Camp Verde.** Staff Resource: Cindy Pemberton

Town Clerk Cindy Pemberton discussed Michael Hough's history of service in the Town of Camp Verde, which started in 1989. She presented him with a Certificate of Appreciation for his years of service. Mayor Jenkins and Councilor Baker reflected on Mr. Hough and his character, which have been a huge asset to the Town.

- **Presentation of the Town of Camp Verde's FY22 Audit.** Staff Resource: Mike Showers

Finance Director Mike Showers shared that the Town received a clean audit opinion from Colby and Powell LLC. Additionally, he said the Town has received a certificate of achievement for Excellence in Financial Reporting. He discussed what an audit is and what it covers. After discussing what "findings" are, Mr. Showers shared that the Town received two findings. He deferred the discussion to the lead auditor Scott Graff of Colby and Powell LLC.

Mr. Graff commended Mr. Showers for his work on the Finance Report, which ultimately led them to receiving the certificate of excellence. Mr. Graff discussed the audit in depth with the Council. He gave details on the two audit findings. He said their net position is good, as they increased by about \$4.8 million.

Mayor Jenkins had a few questions and comments for Mr. Showers and Mr. Graff. She would like to see a commentary on the statistical section. Additionally, she wondered what staff was going to do to address the findings found in the audit. She felt the audit was more comprehensive than in previous years. Her opinion is that they should switch up audit firms from time to time to get a different opinion and take on the Town. She would like to see current numbers from Community Development for construction revenue and the number of permits, as in this audit they seemed to drop drastically. Councilor Godwin mentioned a grammatical error she'd like to see fixed.

Mr. Showers spoke on the finding for the contracts. He feels all department heads should take ownership of this, as this is a group effort. It's not pointed in just one direction. He has appreciated the input from this audit.

Councilor Escoffier asked a question regarding HURF funds. She noticed it wasn't mentioned in the reporting of the Town's major governmental funds.

Mr. Graff said HURF fell in another category, as it didn't meet the requirement for a major fund.

Mr. Graff said there is benefit in familiarity. He said they can send a whole different audit crew in the future if needed. He commended Mr. Showers for being a detailed and organized Finance Director.

7. **Council Informational Reports.** These reports are relative to the committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai-Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Phillip England Center for the Performing Arts Foundation. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.

Councilor Godwin was unable to attend Earth Day, as she was bowling at Cliff Castle Casino for Big Brothers and Big Sisters. She attended the Verde Lakes Fair. She thought it was very well done.

Councilor McPhail continues to attend Team Game Night at the library on Thursdays. She also attended the Tree City Awards Ceremony at the State Capitol with Ezra Collins, who will be the Tree City Coordinator. At the Ceremony, in the afternoon, there was a networking opportunity. It was a discussion on the inflation reduction act grant opportunity. It is specifically for tree programs. The Yavapai Apache Nation has an extensive Verde River Rehabilitation program, and they are working with them to put in an application for some of these grants to grow native trees create a lot of opportunities at the Verde River. She attended Earth Day, and thought it was amazing. Well over 300 people were fed lunch. She commended and thanked several students who volunteered- Library Group: Melanie Clapara, Trinity Ellison, Bella Sugata, Anastasia Sugata, Allison Ivey, Aminah Smith, Bella Smith, and Tonalí Jimenez. Yavapai Apache Nation Youth Council: Adam, Avery, Jayden, Holly, and Miley Hines, Aminah and Annabella Smith, Marina Lewis, Fernando Sanchez, and Keikilana Lowry. She was invited to be a guest at the last Verde Youth Action Alliance Committee. She attended Spring Fest, which she felt was a fun time. Saturday 5/6, the Tree Advisory Commission is having a sale at the library. Next Tuesday 5/8 at Yavapai College is the budget hearing. She has a proposal for them regarding the tax increase, and how the Town of Camp Verde can receive services.

Vice Mayor Moore wanted to remind the community that The Haven will be holding a job fair on 5/4/23. She also said there will be a craft fair at Verde River RV Resort on 5/6/23. Additionally, the Verde Natural Resource Conservation District Meeting will be 5/12/23 at the Camp Verde Library. The Veterans Benefit is a corn hole tournament, and it will be held at the Agave Highlands Golf Course at 5/21/23.

Councilor Baker wanted to thank Councilor McPhail for her work with Yavapai College and reiterating their position. She attended the NACOG meeting. She would like to keep

these NACOG agendas in a booklet so that Council members or citizens can look through them.

Councilor Escoffier attended the NACOG meeting. She shared bits of information she received from attending the meeting. She also attended the Copper Canyon Fire and Medical District Meetings. She will be serving on one of their interview committees.

Councilor Murdock had nothing.

Mayor Jenkins attended Earth Day. She also attended her regular meetings with the League. She will be presenting at the Finance Committee Meeting, introducing a new policy regarding the improvement of district fees for infrastructure.

- 8. Manager/Staff Report** Individual members of the Staff may provide brief summaries of current events and activities. These summaries are strictly for informing the Council and public of such events and activities. The Council will have no discussion, consideration, or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda.

Interim Town Manager Gayle Mabery presented on the Camp Verde Sports Complex. She said the south field will be ready for play this Saturday, May 6th, and the other field the week after. There are some constraints, as the lights are not up yet.

The Council held a Special Session and approved a contract amendment with Barbara Goodrich. She will be joining the team on May 8th as the new Interim Town Manager. Most of her professional career was with the City of Flagstaff. She will work with the Town until they get their new Town Manager hired.

She reminded the Council that back in March they approved a resolution for the Town to apply for some congressionally directed spending. That is a program through the United States senate that allows senators to request specific projects in their state. Staff worked tirelessly on the applications, specifically Economic Development Director Molly Spangler and Utilities Director Jeff Lowe.

The two projects were a \$2 million-dollar upgrade to the Camp Verde Water Utility to install arsenic treatments on two of the well sites, and a \$5 million project to help fund a phase of the highway 260 northbound sewer collection system expansion. It's a long process, but they've made the first hurdle. Both projects have been recommended for funding. They have not received formal contact from the Senator's office, but they've both posted that status on their website. They expect they'll be contacted soon for more information on what to expect from the process. As a reminder, should they be approved for the projects, it becomes available in the federal fiscal year which starts October 1st. Even though it starts then, it doesn't always get adopted in time. It can drag out for a while.

Mayor Jenkins recessed the meeting at 7:48 PM.

- 9. Discussion, Consideration and Possible Approval of the annual renewal and extension of Resolution No. 2015-939, for High View, LLC's Mining Conditional**

Use Permit, which states, A Resolution of the Common Council of the Town of Camp Verde ("Town"), Arizona, Yavapai County, on Use Permit 20150033, an application submitted by Joe Link – agent for the owner Aultman Land & Cattle III & IV, LLC of a portion of Parcel 403-15-002Y, and a portion of 403-15-003C. Staff Resource: John Knight

Mayor Jenkins resumed the meeting at 7:56 PM.

Town Planner BJ Ratlief presented in place of Mr. Knight. Ms. Ratlief said they've been here every May since 2017 requesting an annual update or extension to the mining use permit. The difference this year is that the mining is done and they're formally in the reservation phase. The mining use permit said that the reclamation needed to be completed within a year, however, there's a lot more going on out there, and they re-did the reclamation plan in October. The bond has been extended for another year as well.

On a motion by Vice Mayor Moore, seconded by Councilor Baker, Council moved to approve the annual renewal and extension of resolution number 2015-939 for High View LLC's Mining Conditional Use Permit which states a resolution of the common council of the Town of Camp Verde ("Town") Arizona, Yavapai County, on use permit 20150033, an application submitted by Joe Link- agent for the owner Aultman Land & Cattle III and IV, LLC of portion of Parcel 403-15-002y, and a portion of 403-15-003c.

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Aye

Councilor McPhail: Aye

Councilor Murdock: Aye

Councilor Whatley: Aye

Vice Mayor Moore: Aye

Mayor Jenkins: Aye

Motion Carried 7-0.

- 10. Presentation and Possible Direction from Council regarding the current code enforcement procedures and possible changes to the procedures. Staff Resource: John Knight and Cliff Bryson**

Community Development Director John Knight presented the topics they would be discussing: the current approach to code enforcement, current challenges and issues within code enforcement, and recommended solutions they have. He turned it over to Code Enforcement Officer Cliff Bryson.

Mr. Bryson began by talking about the current code enforcement processes and how long they are taking. There are current issues on the docket that were also there when he worked for the Town back in 2019-2020.

The current challenges they are facing right now are:

- Large case load (170 cases/ one person), with a lot of square mileage to cover
- Complexity of cases
- Habitual and chronic violators

- Lack of response
- Specific regulations when it comes to code (some of the codes are very vague)
- Small fines

He recommends several solutions and possible changes to the procedures to help eliminate some of the challenges:

- Reduce the steps that it takes to get to voluntary compliance
- Educate the public on the codes
- Hiring a Hearing Officer, which is in the Town Code. Staff gets to recommend the sanctions and fines to the Hearing Officer.
- Increasing the fines and separating them based on residential and commercial violations
- Adopt certain codes out of the international property maintenance code
- Increasing Code Enforcement Staff to help them be more proactive and allow for more education for the public

Right now, there are about five cases reported per day. The average cases that they're closing is about two. The caseloads they are seeing is more than average in the Verde Valley. Their most common violations are general nuisances.

Vice Mayor Moore said they have a lot to digest with this issue. They hear what they're saying, they hear the community.

There was a great deal of dialogue amongst Council and staff on this issue and the best way to help see it resolved. The Council is discussing the idea of doing more with the code, as it was decided in a recent joint session with Council and P&Z the number one priority is to clean up the code. A comprehensive update of the code will help them tackle some of the issues.

Ms. Mabery brought up the fact that the issues Mr. Bryson has brought forward are typical issues that cities and Towns deal with. They are typically things that need to be addressed in communities. These issues are a product of growth in the community.

Mr. Knight commended Mr. Bryson for the fantastic job he's doing in this position.

Additionally, he would really like to see both a Work Session held to discuss this issue further, as well as the process of a hearing officer moving forward. Proactive Code enforcement, in his mind, is when the staff is consistent and right. Code Enforcement isn't just limited to residential. They deal with a lot of commercial as well. He doesn't want to wait to delay what they want to do with code enforcement pending an update of the code.

Janet Anderson spoke regarding selective enforcement. She does not believe they should have selective enforcement. They need to enforce good restrictions on properties and be consistent about it. She also wants to see the community kept as a rural community.

David Dane spoke regarding code enforcement and farm animals permitted on residential properties. He said the people of Camp Verde want consistent enforcement. He is selling his property, because his neighbor is continuing to run a commercial cattle breeding operation in his backyard.

It was decided by the Council to come back to this issue in a Work Session in more detail

so they can sit down and really dive into this and what they can do to change the policies and procedures. They would like to see some details of the hearing officer.

Mr. Bryson agrees that a code revamp would be very effective. He's about educating the public and the good neighbor policy. Sometimes a conversation can lead to some resolution.

11. Discussion, Consideration and Possible Approval of opioid settlement funds to be disbursed to PANT. Staff Resource: Corey Rowley

Mr. Rowley joined the meeting Via Zoom. It is his recommendation for them to disburse this money to PANT to help fight narcotics in the community. He gave information on the background of this money and details of the money disbursement. PANT is a green light funding for this money.

Mayor Jenkins clarified that Mr. Rowley is only asking for a decision for the one-time funding of this money (this year's dollars). Mr. Rowley said that is correct. It won't always be that the money goes to PANT, sometimes they will have other uses for the money to fight narcotics.

Councilor Murdock asked how the state is going to distribute and allocate their money. Mr. Rowley said he assumes it's through their state narcotics divisions. He isn't quite sure how they're doing it. Councilor Murdock wondered if they could ask for more money above and beyond what they'll be receiving, and if so, she would support that.

Councilor Escoffier clarified the wording of the motion before it was made.

Town Attorney Trish Stuhan gave directions on how to modify the motion.

On a motion by Councilor Baker, seconded by Councilor Godwin, Council moved to approve opioid settlement funds in the total amount of \$11,825.19 to be forwarded to PANT by the Town Finance Department.

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Aye

Councilor McPhail: Aye

Councilor Murdock: Aye

Councilor Whatley: Aye

Vice Mayor Moore: Aye

Mayor Jenkins: Aye

Motion Carried 7-0.

12. Discussion, Consideration and Possible Approval of donating two 2007 Ford 500 police vehicles to MATForce for their re-entry program. Staff Resource: Corey Rowley

Town Marshal Corey Rowley gave background to this agenda item. These vehicles that they give to MAT Force are vehicles that are over 100,000 miles and are needing repairs. MAT Force, with the help of Firebird Towing, will repair these vehicles and give these cars to people who have been incarcerated and come back into the community and graduate from a re-entry program. It's a very successful and positive program.

On a motion by Councilor Godwin, seconded by Councilor McPhail, Council moved to approve the donation of two 2007 Ford 500 vehicles to MAT Force re-entry program.

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Aye

Councilor McPhail: Aye

Councilor Murdock: Aye

Councilor Whatley: Aye

Vice Mayor Moore: Aye

Mayor Jenkins: Aye

Motion Carried 7-0.

Councilor Murdock thanked Firebird Towing for their help in repairing these vehicles.

- 13. Discussion, Consideration and Possible Approval of the Intergovernmental Agreement between the Camp Verde Unified School District and the Town of Camp Verde to share the cost of the 2023 School Traffic Improvement project.**
Staff Resource: Ken Krebs and Heather Vinson

Risk Manager, Heather Vinson said that this approval is for the shared cost for the project of the traffic improvement for the drop-off zone. The cost would be shared 50/50 between the Town and school district. Plans for the project are already designed and agreed upon by the school district.

Director of Public Works Ken Krebs shared that this turn lane project would alleviate traffic.

Councilor Godwin asked whether the school board has seen these plans and approved them, as she's heard from a good source that they have not.

Ms. Vinson said that is not correct. The school board gave an approval on this in their minutes back in February. This design was chosen by the school district and has been approved by both the Superintendent and their Attorney.

Ms. Mabery said that the February action taken by the School Board mirrored the action taken by the Council. A consultant gave some concept designs, and the school and the Town chose which concepts they wanted. From that point, they moved forward and contracted with an engineering company that gave the final design for the project. This final design is consistent with the concepts that have been approved and has been given approval by the school district Superintendent and his staff.

Sharon Petrie, School Governing Board Member, said she has not seen the plans that were just held up. When this was voted on, she felt under pressure, because they were

originally told that the Town wasn't going to do anything about the road. She voted in favor of it; however, she was given the impression that the Town did not want to help in this process. The money that must be put in for this is concerning because they don't even know a total amount. As a school, they don't raise revenue. It's set with the budget. Her concern is that this decision has been made hastily, they haven't been given all the information, and more time needs to be spent to determine if the Town has more of a position. She has spoken with two school districts, and neither one has ever paid for a road in front of the school.

Helen Freeman, President of the School Board, said she has never seen the plans either. Yes, they want this road fixed, yes, they want to work with the Town, and they have up to \$300,000 to put forth. They've agreed and are willing to share the cost.

Mayor Jenkins wondered if they have a firm price on the cost of this project. If it ends up exceeding the amount the school board is willing to pay, she understands that the Town will pick up the difference.

Ms. Mabery said yes, that's correct. They won't have exact amounts for the project until it goes out to bid, however, the engineer estimates that it will be \$350,000 total. Costs are continuing to escalate, but they do feel comfortable that they will all be under budget for this. This intergovernmental agreement must be approved by both parties.

Councilor Godwin asked about the start and end date, stating it would make the most sense to start it in the summertime, as there won't be as heavy traffic in the area with the schools closed. She was told by Mr. Krebbs that they are looking at June. They will have updated plans here soon.

Vice Mayor Moore was frustrated as to why Council and School Board members are not on the same page about this. She's confused as to why it's in front of them, but with so much lack of communication. She apologized for the confusion, but she doesn't want to do anything that will jeopardize this item from moving forward, as it's been a long time coming and needs to get done.

Councilor Godwin said she feels comfortable knowing that if they move forward tonight, it doesn't bind the school.

Councilor Baker reiterated what Vice Mayor Moore said. It's disappointing that there's confusion in communication. She hopes there's clear clarification on the amount the Town will be responsible for.

On a motion by Councilor Escoffier, seconded by Councilor Baker, Council moved the approval of the intergovernmental agreement between the Camp Verde Unified School District and the Town of Camp Verde to share the cost of and complete the 2023 school traffic improvement project.

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Aye
Councilor McPhail: Aye
Councilor Murdock: Aye
Councilor Whatley: Aye
Vice Mayor Moore: Aye
Mayor Jenkins: Aye

Motion Carried 7-0.

- 14. Discussion, Consideration and Possible Approval to move the \$168,049.44 of total expenditures for the Marshal's office purchases of digital radios and laptops and the \$180,230.63 expenditure for the Streets portion of the 2023 Mack GR64F dump truck purchase to the ARPA fund.** Staff Resource: Mike Showers

Mr. Showers said the item before them is a better way to cover these funds as their CIP funds are pretty much depleted, and they have a lot of ARPA funds to get out the door. He felt it was a good match.

On a motion by Councilor McPhail, seconded by Councilor Godwin, Council moved to approve moving the \$168,049.44 of total expenditures for the Marshal's Office purchases of digital radios and laptops and the \$180,230.63 expenditure for the streets portion of the 2023 Mack GR 64F dump truck purchase to the ARPA fund.

Roll Call Vote:

Councilor Baker: Aye
Councilor Escoffier: Aye
Councilor McPhail: Aye
Councilor Murdock: Aye
Councilor Whatley: Aye
Vice Mayor Moore: Aye
Mayor Jenkins: Aye

Motion Carried 7-0.

- 15. Discussion, Consideration and Possible Approval of Resolution No. 2023-1109, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona related to commitments of the Camp Verde Sanitary District to carry out requirements of the loan documents with the Water Infrastructure Finance Authority of Arizona and the United States Department of Agriculture- Rural Development for the financing of the design and construction on the Town's wastewater treatment plant.** Staff Resource: Mike Showers

Mr. Showers said this is a housekeeping item brought up by the auditor. It's rather straight forward. It's a document they must have on file.

Councilor Escoffier asked if this does anything to eliminate the sanitary district debt. Mr. Showers said that drawing down this money did impact that total debt, making it be

what was originally approved, but it's not changing the debt and not doing anything against it. It already has gone into the General Fund.

Councilor Baker wondered if they should have known more as trustees regarding the expenses of the money that was drawn out of the sanitary district loan to make repairs to the wastewater treatment plant. As trustees they're supposed to be making those decisions.

Mr. Showers said yes, but that was agreed to when the Town took over the wastewater services. The Council at the time was presented with that information. They were hoping when this all took place that the legal settlement would cover those costs, but it did not. So, it was determined that they would move forward and finish up with the loan. This was 2013.

Councilor Escoffier asked that since the Town Council sits as the Board of Trustees of the Sanitation District, should both entities be acting.

Town Attorney Trish Stuhan said they talked about how to document this as this discussion is about something that's already happened and has already been resolved. They're trying to make a record so if somebody looks at these 10 years from now, they'll know what happened. They have an accounting issue and an audit issue, and she doesn't think they need dual action.

On a motion by Councilor Godwin, seconded by Vice Mayor Moore, Council moved to approve Resolution No. 2023-1109.

Roll Call Vote:

Councilor Baker: Aye
Councilor Escoffier: Aye
Councilor McPhail: Aye
Councilor Murdock: Aye
Councilor Whatley: Aye
Vice Mayor Moore: Aye
Mayor Jenkins: Aye

Motion Carried 7-0.

16. Discussion, Consideration and Possible Direction to staff to Pursue Receipt of Donation of Yavapai County APN 404-32-077 in the Verde Lakes Subdivision, Unit 4. Staff Resource: Jeff Low

Utilities Director Jeff Low presented. He said staff were approached by the property owner to acquire the property. Ownership of the property is consistent with the Town's long-term strategy of acquiring property in the area with the intentions of creating conservation easement and open space within the flood wave of west clear creek. After some conversations with the treasury office, the staff has learned that the property has already been through the tax wound process. It's unnecessary for the Town to open an escrow on the property, as the Town attorney can prepare a quick IUD to transfer the ownership. Using this process will reduce the Town's total cost of transferring ownership from \$1,000

to \$200. In addition, the Town would be required to satisfy the \$197.89 tax lean fee.

Vice Mayor Moore said she doesn't like the fact that they're going to do this, and someone is going to get a tax break on it.

Councilor Escoffier gave background on the property and how the Town was led to acquire it. She thought there ought to be a way to work with the county to acquire these properties before they go into the tax lean process.

Councilor Baker mentioned some sort of deal brought up where they don't have to pay taxes. She wondered if that had been investigated.

Ms. Mabery said there's been discussion with the staff, but they haven't gone all the way up, for a final answer.

On a motion by Vice Mayor Moore, seconded by Councilor McPhail, Council moved to direct staff to work with Yavapai County and the property owner so that the Town of Camp Verde can receive donation of APN 404-32-077 in the Verde Lakes subdivision, Unit 4 with the total acquisition cost not to exceed \$600.

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Aye

Councilor McPhail: Aye

Councilor Murdock: Aye

Councilor Whatley: Aye

Vice Mayor Moore: Aye

Mayor Jenkins: Aye

Motion Carried 7-0.

17. Adjournment Mayor Jenkins adjourned the meeting at 9:34 p.m.

Mayor Dee Jenkins

Attest: Town Clerk Cindy Pemberton

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on May 3, 2023. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2023.

Cindy Pemberton, Town Clerk

DRAFT

DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY JULY 5, 2023 at 5:30 P.M.

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

1. Call to Order

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

2. Roll Call. Council Members Jackie Baker, Wendy Escoffier, Robin Godwin, Cris McPhail, Jessie Murdock (joined the meeting at 5:33 p.m.), Vice Mayor Marie Moore and Mayor Dee Jenkins

Also Present: Interim Town Manager Barbara Goodrich, Town Attorney Trish Stuhan.

3. Pledge of Allegiance

Council Member Baker led the Pledge of Allegiance.

4. RECESS INTO AND HOLD EXECUTIVE SESSION ON AGENDA ITEM 5.

On a motion by Council Member Escoffier, seconded by Councilor McPhail, Council voted to recess into and hold Executive Session on Agenda item 5 at 5:30 p.m.

Roll Call Vote:

Councilor Baker: aye

Councilor McPhail: aye

Councilor Murdock: not present

Councilor Godwin: aye

Councilor Escoffier: aye

Vice Mayor Moore: aye

Mayor Jenkins: aye

Motion carried 6-0.

5. Discussion, Consideration and Possible Direction to Staff Relating to Town Manager Contract Negotiation. Note: Council may vote to go into Executive Session pursuant to ARS §38-431.03(A)(1) Discussion or consideration of personnel matters; ARS §38-431.03(A)(3) Discussion or consultation for legal advice with the attorneys of the public body and ARS §38-431.03(A)(4) Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation; for discussion and legal consultation regarding the draft contract for Tedmond Soltis. No evaluation of any current employee will be conducted. Staff Resource: Barbara Goodrich

RECONVENE OPEN SESSION

Council reconvened Open Session at 6:23 p.m.

Council provided the Town Attorney with direction on final contract.

6. ADJOURNMENT

Without objection Mayor Jenkins adjourned the meeting 6:24 p.m.

Mayor Dee Jenkins

Attest: Interim Manager Barbara Goodrich

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Special Session of the Town Council of Camp Verde, Arizona, held on July 5, 2023. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2023.

Interim Manager Barbara Goodrich.

DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, JULY 5, 2023 at 6:30 P.M.

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

1. Call to Order

Mayor Jenkins called the meeting to order at 6:30 p.m.

2. Roll Call

Mayor Dee Jenkins, Vice Mayor Marie Moore, Councilor Wendy Escoffier, Councilor Jackie Baker, Councilor Jesse Murdock, and Councilor Cris McPhail are present. Councilor Robin Godwin is absent.

Also Present

Interim Town Manager Barbara Goodrich, Town Attorney Trish Stuhan, Town Clerk Cindy Pemberton, Deputy Town Clerk Virginia Jones and Recording Secretary Jennifer Reed.

3. Pledge of Allegiance

Vice Mayor Moore led the Pledge.

4. Consent Agenda – All those items listed below may be enacted upon by one motion and approved as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.

a) Approval of the Minutes:

- 1) Special Session – December 13, 2022
- 2) Work Session – February 22, 2023
- 3) Work Session – March 8, 2023
- 4) Work Session – March 29, 2023
- 5) Special Session – April 5, 2023
- 6) Special Session – June 7, 2023
- 7) Regular Session – June 7, 2023
- 8) Special Session – June 14, 2023
- 9) Special Executive Session – June 15, 2023
- 10) Special Session – June 15, 2023
- 11) Special Session – June 20, 2023
- 12) Special Session – June 21, 2023

b) Set Next Meeting, Date and Time:

- 1) Work Session – Wednesday July 12, 2023 at 5:30 p.m.
 - 2) Regular Session – Wednesday July 19, 2023 at 6:30 p.m.
 - 3) Regular Session – Wednesday August 2, 2023 at 6:30 p.m.
- c) **Approval of Resolution 2023-1114: A Resolution of the Mayor and Common Council of the Town of Camp Verde, Arizona, approving the designation of applicant's authorized representative and alternate authorized representative forms submission to the Arizona Department of Emergency and Military Affairs, which designates the Town's representatives for apply for certain public assistance; and authorizing the applicant's authorized representatives to execute and deliver said application on behalf of the Town of Camp Verde.** Staff Resource: Heather Vinson
- d) **Approval of an amendment to the Town's Salary Plan to include the positions of Quartermaster and Stormwater Specialist.** Staff Resource: Julia Kaiser
- e) **Approval of Resolution 2023-1115, A Resolution of the Mayor and Common Council of the Town of Camp Verde, Arizona, designating the Chief Fiscal Officer to officially submit the FY24 Expenditure Limitation Report to the Arizona Auditor General.** Staff Resource: Mike Showers
- f) **Approval of annual renewal for Use Permit 20210297 for the purpose of operating a Bed and Breakfast on two (2) parcels comprising approximately 3.29 acres. The property is zoned R1-35 (Residential: Single-Family, 35,000 square foot minimum) and located on Schaeffer Lane, just south of East Stolen Boulevard (APNS404-04-047G and 404-04-047H).** Staff Resource: BJ Ratlief
- g) **Approval and Renewal of Facilities Use Agreement between the Town of Camp Verde and Camp Verde Adult Reading Program.** Staff Resource: Kathy Hellman

Councilor McPhail requested to pull Item 4.a.7, the minutes of the Regular Session of June 7th to note a correction.

Vice Mayor Moore would like to clarify that a Special Session is scheduled for Wednesday, July 12th 4:30pm. She also wanted to point out on Agenda Item 4c, it should read, "*and Military Affairs, which designates the Town's representatives for* ~~for~~ *to* *apply for certain public assistance.*"

Mayor Jenkins noted she had submitted some minor corrections to the minutes to the Clerk prior to the meeting.

Councilor Escoffier would like to pull Item 4.d. for further discussion.

On a motion by Vice Mayor Moore, seconded by Councilor McPhail, Council moved to approve everything except for what was pulled.

Roll Call Vote:

Councilor Baker: aye

Councilor McPhail: aye

Councilor Murdock: aye

Councilor Godwin: absent

Councilor Escoffier: aye

Vice Mayor Moore: aye

Mayor Jenkins: aye

Motion carried 6-0.

Councilor McPhail said on the third page of the minutes of June 7th, under the "Call to the Public", it should read, "*Shawn Brooks spoke regarding the display at the Camp Verde Library. He spoke ~~against~~ "in support" of the display and library staff.*"

Councilor Escoffier asked, in regard to Agenda Item 4.d. *Approval of an amendment to the Town's Salary Plan to include the positions of Quartermaster and Stormwater Specialist*, is this something we want to wait until the permanent Manager is in place before we start adding positions? Vice Mayor Moore said we've already discussed it.

On a Motion by Vice Mayor Moore, seconded by Councilor McPhail, Council moved to accept the minutes of June 7th as corrected and Item 4.d.

Roll Call Vote:

Councilor Baker: aye

Councilor McPhail: aye

Councilor Murdock: aye

Councilor Godwin: absent

Councilor Escoffier: aye

Vice Mayor Moore: aye

Mayor Jenkins: aye

Motion carried 6-0.

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(H))**

Bob Kuebler- spoke about library books that promote the sexual objectification of women and children. He would like to see on future agenda, Sexual Objectification of Children in the books in the library and see what needs to be removed and ask why there has been 110% increase since 2020.

JoAnne Jahnke- spoke out against transgender materials in library for children.

Matt Jahnke- spoke about the toxic transgender materials at the library available to children. He would like them removed.

Jason Jenkins is one of the property owners who was affected by a Town's decision regarding riding motocross bikes in his backyard. He was supposed to go to the Board of Adjustment and Appeals meeting but now the meeting has been pushed back to an unknown date. He filed May 12th and was recently informed the appeal has to be delayed because of errors made by the department. He has been working to resolve this over the last 6 months and there is still no date.

6. Special Announcements and presentations

- None

7. Council Informational Reports. *These reports are relative to the committee meetings that Council members attend. The Committees are Camp Verde Schools Education Foundation; Chamber of Commerce, Intergovernmental Association, NACOG Regional Council, Verde Valley Transportation Planning Organization, Yavapai County Water Advisory Committee, and shopping locally. In addition, individual members may provide brief summaries of current events. The Council will have no discussion or take action on any of these items, except that they may request that the item be placed on a future agenda.*

Councilor McPhail attended the Yavapai College Governing Board Meeting, Game Night, and the Yavapai Apache Nation Tribal Council Meeting. She wanted to announce that the Verde Valley Humane Society had a contest for artists and the 1st and 2nd places were won by Camp Verde Students. She also announced that Taylor Lewis Moore of the Yavapai Apache Nation was crowned Ms. Indian Rodeo Arizona and Elizabeth Andre was a semifinalist. She announced that Yavapai Apache Nation received grant funding to develop two dictionaries, (1) Apache and (1) Yavapai.

Vice Mayor Moore attended an Intergovernmental Meeting hosted by the Town of Clarkdale, met with a mix of other Council Members throughout the Verde Valley.

Councilor Baker also attended the Intergovernmental Meeting hosted by the Town of Clarkdale. She also attended a NACOG Meeting.

Councilor Escoffier also attended the Intergovernmental Meeting hosted by the Town of Clarkdale.

Mayor Jenkins said she attended the Intergovernmental Meeting hosted by the Town of Clarkdale. She also attended the Yavapai County Mayors, Managers, Supervisors and Tribal Nations Meeting. Camp Verde will host the next Biannual

Meeting that will be held in December. She would like to co-host with Yavapai Apache Nation.

Interim Manager Barbara Goodrich added updates regarding:

1. The Library has added a website link for public to look at upcoming displays/exhibits. They have also added a poll for the community to weigh in on library displays. The library has also completed the installation of their rainwater catchment system for their educational garden.
2. Reviewed Capital Improvement Projects and the bidding process/progress.
3. Staff has been working on the proposed Code changes to the Animal and Assessor Use. She went over the next steps of this process. They will be working with a consultant when they get to larger code updates.
4. She and staff are looking to schedule a State Legislatures Day for Town Council and County Representative. This will take place sometime in September/October timeframe.
5. They are also working on Broadband for the community. They are looking into grants to help fund this and have been working with the state on maps for broadband coverage.
6. She wanted to recognize Heather Vincent who took the lead on the Town's behalf on the Finnie Flat Fire. She acted as the central point to work with other agencies.

8. **Discussion, Consideration and Possible Approval by Council regarding the contract offer to Tedmond Soltis for the position of Town Manager.** Staff Resource: Barbara Goodrich

Mayor Jenkins stated this item is tabled because the contract is still under negotiations.

9. **Public Hearing followed by Discussion, Consideration and Possible Approval for a Class 6 (Bar) Liquor License Application #247051 for Joshua Allen Horton-Low Places Bar and Grill- located at 564 S Main Street #100, Camp Verde, AZ 86322.** Staff Resource: Cindy Pemberton

Staff Comments

Town Clerk Cindy Pemberton stated that staff received a liquor license application on 06-08-2023 for a Series 6 (Bar) Liquor License and posted the required paperwork. All fees associated with the application have been paid. Staff have not received any comments or concerns from the public regarding the application. Clerk Pemberton clarified should Council move to vote on the agenda item, that it be identified as a series 6 and not a class.

Public Hearing Open: 7:08pm

No public comment.

Public Hearing Closed: 7:09pm

Council Discussion

Councilor Escoffier would like to confirm that there is a current liquor license there, this is just a transfer. She also wanted to confirm this is just a recommendation. Attorney Stuhan confirmed that this is just a recommendation.

On a motion made by Councilor Escoffier, seconded by Councilor Baker Council moved to approve Series 06 (Bar) Liquor License Application #247051 for Joshua Allen Horton-Low Places Bar and Grill- located at 564 S Main Street #100, Camp Verde, AZ 86322. Recommendation to state for approval.

Roll Call Vote:

Councilor Baker: aye

Councilor McPhail: aye

Councilor Murdock: aye

Councilor Godwin: absent

Councilor Escoffier: aye

Vice Mayor Moore: aye

Mayor Jenkins: aye

Motion carried 6-0.

10. **Public Hearing followed by Discussion, Consideration and Possible Approval for a Class 12 (Restaurant) Liquor License Application #247047 for Joshua Allen Horton-Low Places Bar and Grill- located at 564 S Main Street #100, Camp Verde, AZ 86322.** Staff Resource: Cindy Pemberton

Staff Comments

Town Clerk Cindy Pemberton stated that staff received a liquor license application on 06-08-2023 and posted the required paperwork. All fees associated with the application have been paid. Staff have not received any comments or concerns from the public regarding the application. Clerk Pemberton stated the motion should include the word series and not class.

Public Hearing Open: 7:11pm

No public comment

Public Hearing Closed: 7:12pm

Council Discussion-None

On a motion made by Councilor Escoffier, seconded by Councilor Baker, Council moved to approve Series 012 (Restaurant) Liquor License Application #247047 for Joshua Allen Horton-Low Places Bar and Grill- located at 564 S Main Street #100, Camp Verde, AZ 86322.

Roll Call Vote:

Councilor Baker: aye

Councilor McPhail: aye

Councilor Murdock: aye
Councilor Godwin: absent
Councilor Escoffier: aye
Vice Mayor Moore: aye
Mayor Jenkins: aye
Motion carried 6-0.

11. Discussion, Consideration, and Possible Appointment of Council members to serve as Town Representatives and alternates to the Northern Arizona Municipal Water Users Association (NAMWUA). Staff Resource: Barbara Goodrich

Interim Town Manager Barbara Goodrich explained NAMWUA represents a group of northern Arizona municipalities and private water providers that cooperate as a collective voice for water policy. NAMWUA's goal is to work cooperatively to develop a regional water supply. The other Arizona cities and Towns that are members include the following cities or Towns: Prescott, Chino Valley, Sedona, Cottonwood, Clarkdale, and Flagstaff. The meetings are held every other month and a zoom option is available.

Ms. Goodrich was notified NAMWUA had approached Mayor Jenkins, asking her to be the representative. Councilor Baker volunteered to be the alternate.

On a motion made by Vice Mayor Moore, seconded by Councilor McPhail, Council moved to appoint Mayor Jenkins as Council Representative and Counselor Baker as alternative to the Northern Arizona Municipal Water Users Association.

Roll Call Vote:

Councilor Baker: aye
Councilor McPhail: aye
Councilor Murdock: aye
Councilor Godwin: absent
Councilor Escoffier: aye
Vice Mayor Moore: aye
Mayor Jenkins: aye
Motion carried 6-0.

12. Discussion, Consideration, and Possible Appointment of Council members to serve as Town Representatives and alternates to the Reconsideration of Library Materials or Resources Committee. Staff Resource: Barbara Goodrich

Interim Town Manager Barbara Goodrich explained Camp Verde Community Library has a "Reconsideration of Library Materials or Resources Policy". This policy allows a library patron to submit a request for reconsideration of library materials or resources by completing a form and submitting it to the Librarian. The Librarian will review the form and make a determination within 30 days and provide the decision to the patron. Should the patron be dissatisfied with the decision made by the Librarian, the patron may request in writing to have the matter reviewed by a committee. The review request must be received within fourteen (14) days after the

patron receives the Librarian's decision and should include the basis of disagreement with the Librarian's decision. The committee members include voting and non-voting members. The voting members are the Library Director, Town Manager, and a Town Council member. Nonvoting members include the Recording Secretary and the Requestor (member of the community). Councilor McPhail proposed Councilor Escoffier be the representative and volunteered herself as alternate.

On a motion made by Vice Mayor Moore, seconded by Councilor Baker, Council moved to appoint Councilor Escoffier as representative and Councilor McPhail as alternate to the Reconsideration of Library Materials or Resources Committee.

Roll Call Vote:

Councilor Baker: aye

Councilor McPhail: aye

Councilor Murdock: aye

Councilor Godwin: absent

Councilor Escoffier: aye

Vice Mayor Moore: aye

Mayor Jenkins: aye

Motion carried 6-0.

13. Discussion, Consideration, and Possible Direction for Rehabilitation of the Town's Gazebo. Staff Resource: Martin Smith

Capital Improvements Manager Martin Smith reviewed history of gazebo. The wooden gazebo immediately south of the Public Works facility is experiencing structural instability. The support posts are deteriorating, diminishing their structural integrity. The gazebo now has a noticeable tilt to the northwest and has been deemed unsafe for inhabitation by the Town of Camp Verde Building Official. On Monday, June 19th the gazebo was officially condemned by the Building Official and Public Works staff secured the area with metal and plastic fencing. Staff has been in contact with officials administering the State of Arizona JOC contract to secure a scope of work and pricing for the rehabilitation of the gazebo. Four (4) options are currently being explored:

- Removal and replacement of the support posts per the approved plans and addressing electrical work that is out of code. \$0-Vendor chose not to bid this option because of safety concerns.
- Demolition of the gazebo and preserving the existing concrete foundation- bid comes in at \$67,500.
- Demolition of the gazebo and the concrete foundation, installing new sidewalk to connect the existing sidewalk on the west and east sides of the gazebo- bid comes in at \$79,880.
- Demolition of the gazebo and construct a new gazebo utilizing similar architectural appearances. Bid comes in at just under \$280,000.

Staff asks the Town Council for consideration of the four options and their associated costs and advise Staff for direction on which option is to be pursued.

Mr. Martin recommends option #3.

Council discussed the options and JOC. Vice Mayor Moore is concerned about local companies not being able to bid. Director of Public Works Ken Krebs stated the agreement with the local JOC ended in January and they are currently working on a new one. They are considering piggybacking with other Towns and their JOC.

Councilor McPhail suggests working this in two phases. The Town has \$42,000 in the budget. She suggests completing demo in Phase One and leave the slab until Phase 2.

Mayor Jenkins stated direction to staff is to go with Option #3, get rid of the sidewalk and get community feedback as to what they would want to do with this space. Also, go out and get more bids for a lower price and she would like to know where the funds will be coming from for anything over the budgeted amount.

14. Discussion, Consideration and Possible Approval of the FY24 Capital Improvement Plan. Staff Resource: Mike Showers and Barbara Goodrich

Interim Barbara Goodrich introduced the topic. Staff is available if Council has any specific questions.

Finance Manager Mike Showers explained there are only two changes from the document presented to Council on June 14th. A column was added labeled "App'd FY23 to highlight all projects previously approved by Council. Also, a new final park budget has replaced the three previous scenarios. This is only included to highlight what is budgeted for the proposed tentative budget. Council and staff will continue to develop it. Mr. Showers reviewed each fund and the totals in each fund. Mr. Showers explained how the budget works and why he budgets the way he does, specifically for grants.

Councilor McPhail would like to see quarterly and monthly updates.

On a motion made by Councilor McPhail, seconded by Vice Mayor Moore, Council moved to approve the FY24 Capital Improvement Plan.

Roll Call Vote:

Councilor Baker: aye

Councilor McPhail: aye

Councilor Murdock: aye

Councilor Godwin: absent

Councilor Escoffier: aye

Vice Mayor Moore: aye

Mayor Jenkins: aye

Motion carried 6-0.

Meeting break: 8:27pm

Meeting resume: 8:40pm

15. Discussion, Consideration and Possible Approval of the Town of Camp Verde FY24 Proposed Tentative Budget. Staff Resource: Mike Showers

Finance Manager Mike Showers explained the Tentative Budget is not the Final Town Budget but once it is accepted, the total expenses cannot be increased, but rather only decreased or moved. The FY24 Final Budget will be presented in two weeks on July 19th.

Mr. Showers reviewed a handout titled "Updated Budget Lines." He highlighted the different line items, funds and gave the financial statement.

On a motion made by Councilor Murdock, seconded by Councilor McPhail, Council moved to approve the Town of Camp Verde FY24 Proposed Tentative Budget.

Roll Call Vote:

Councilor Baker: aye

Councilor McPhail: aye

Councilor Murdock: aye

Councilor Godwin: absent

Councilor Escoffier: aye

Vice Mayor Moore: aye

Mayor Jenkins: aye

Motion carried 6-0.

16. Adjournment

Mayor Jenkins adjourned the meeting at 9:16 p.m.

Mayor Dee Jenkins

Attest: Town Clerk Cindy Pemberton

CERTIFICATION

I hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on July 5, 2023. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2023.

Cindy Pemberton, Town Clerk



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: July 19, 2023

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

Requesting Department: *Economic Development and Utilities*

Staff Resource/Contact Person: *Molly Spangler / Jeff Low*

Agenda Title (be exact): *Approval to staff to submit a Water Conservation Grant application to the Water Infrastructure Financing Authority (WIFA) in an amount up to \$2.5M to fund various Water System Leak Mitigation Projects throughout Town.*

List Attached Documents:

Estimated Presentation Time: *0 minutes*

Estimated Discussion Time: *0 minutes*

Reviews and comments Completed by:

- ☐ Town Manager: _____ ☒ Department Head: *Molly Spangler / Jeff Low*
☐ Town Attorney Comments: _____
☐ Risk Management: _____
☐ Finance Department
 Fiscal Impact:
 Budget Code: _____ Amount Remaining: _____
 Comments:

Background Information: In 2022, the Arizona Legislature created the Water Conservation Grant Fund to help facilitate conservation projects across the state. As part of a larger investment in Arizona’s water supplies, this fund is targeted to make sure that water across the state is used effectively, efficiently, and sustainably. To that end, the Legislature appropriated \$200 million dollars to be awarded as grants to government entities, like counties, cities, towns, irrigation districts, natural resources conservation districts, and NGOs who partner with one of those entities, to enact a wide variety of water-saving projects in all corners of the state. The maximum request is \$3M with a required 25% match.

Staff has been tracking water system leaks throughout Town. In the summer months Water Division staff are repairing up to 10 leaks a month. The water system is leaking 4 to 5 million

gallons of water a month during the summer and 1 to 2 million gallons of water during the other seasons. The proposed projects will replace outdate water mains, increase water main sizes where needed, loop the water system in various areas, and install new leak detection fire hydrants (to pinpoint future leak locations).

Staff recommends the Town seek a Water Conservation Grant (Round 3) from the Water Infrastructure Financing Authority (WIFA). The grant request will be up to \$2.5M to fund the first initial leak mitigation projects.

The total cost may be around \$3.1M. This grant request requires a match of 25%. The budget could be \$2.5M of grant funds and then the additional \$625,000 to complete the project will more than satisfy the match. Additionally, staff plans to leverage the design and engineering costs, installation of smart water meters and other Utilities Department work as in-kind match. Since the Town currently does not have funding for this, staff will explore other grant and loan opportunities.

Staff seeks Town Council approval to apply for this grant funding with the caveat that more match, potentially a loan, may be needed. The approval would only give staff permission to apply for grant funds and not commit the Town to a loan. If a loan is necessary, that will be a forthcoming presentation to the Town Council.

Recommended Action (Motion): Approval for staff to submit a grant application to the Water Infrastructure Financing Authority (WIFA) in an amount up to \$2.5M to fund various Water System Leak Mitigation Projects throughout Town.

Instructions to the Clerk:

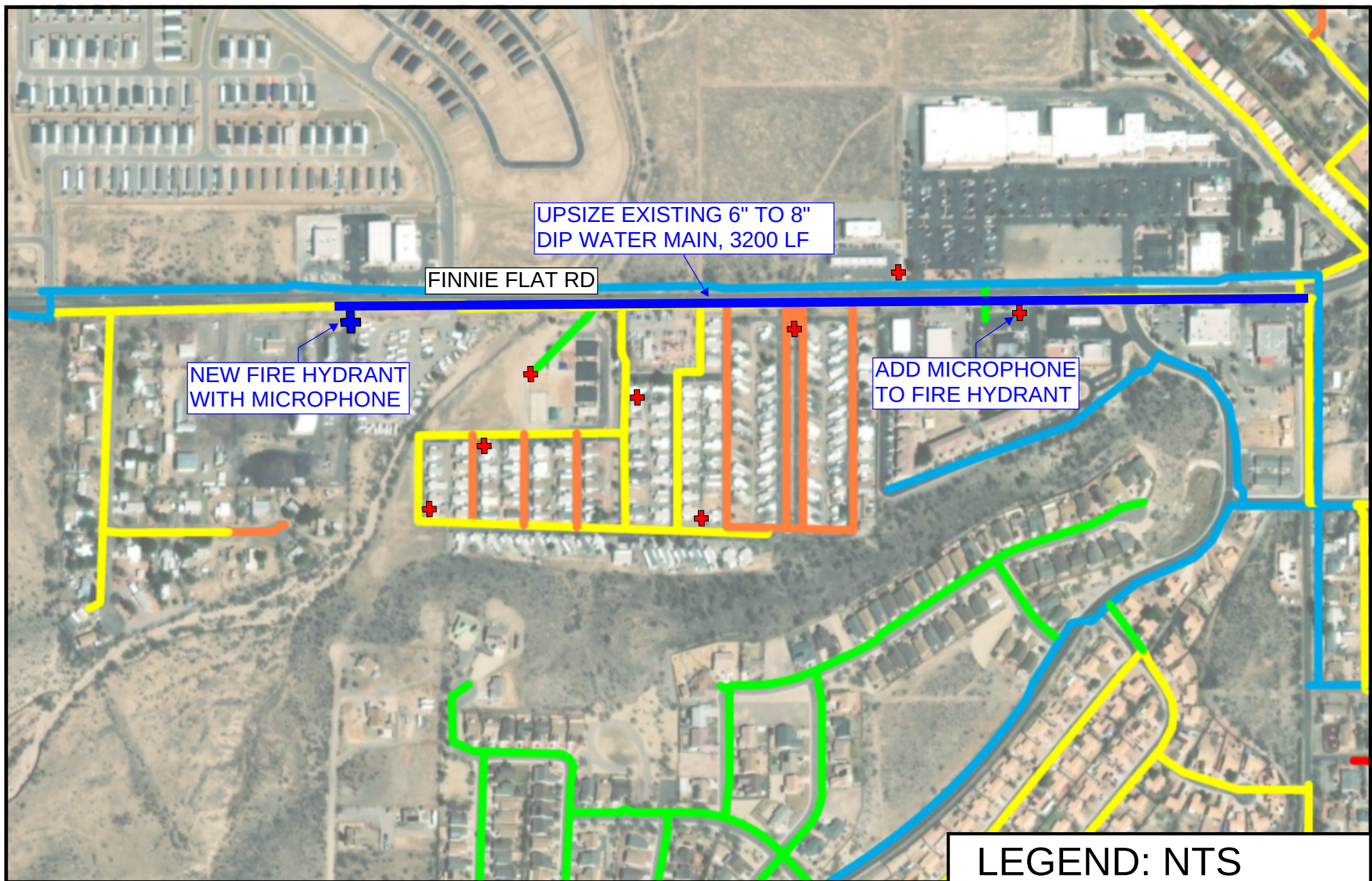


EXHIBIT 1: FINNIE FLAT RD

The water department has experienced at least five (5) water main breaks within this area. This project is to replace 3200 LF of the the water main from a six (6) to an eight (8) inch DIP. This includes replacing nine (9) branch connections, seven (7) service connections, two (2) fire lines and three (3) fire hydrants. Microphones will also be added to the two (2) fire hydrants on either end.

LEGEND: NTS

- 4" PIPE
- 6" PIPE
- 8" PIPE
- 12" PIPE
- NEW 8" DIP PIPE
- + FIRE HYDRANT
- + NEW FIRE HYDRANT



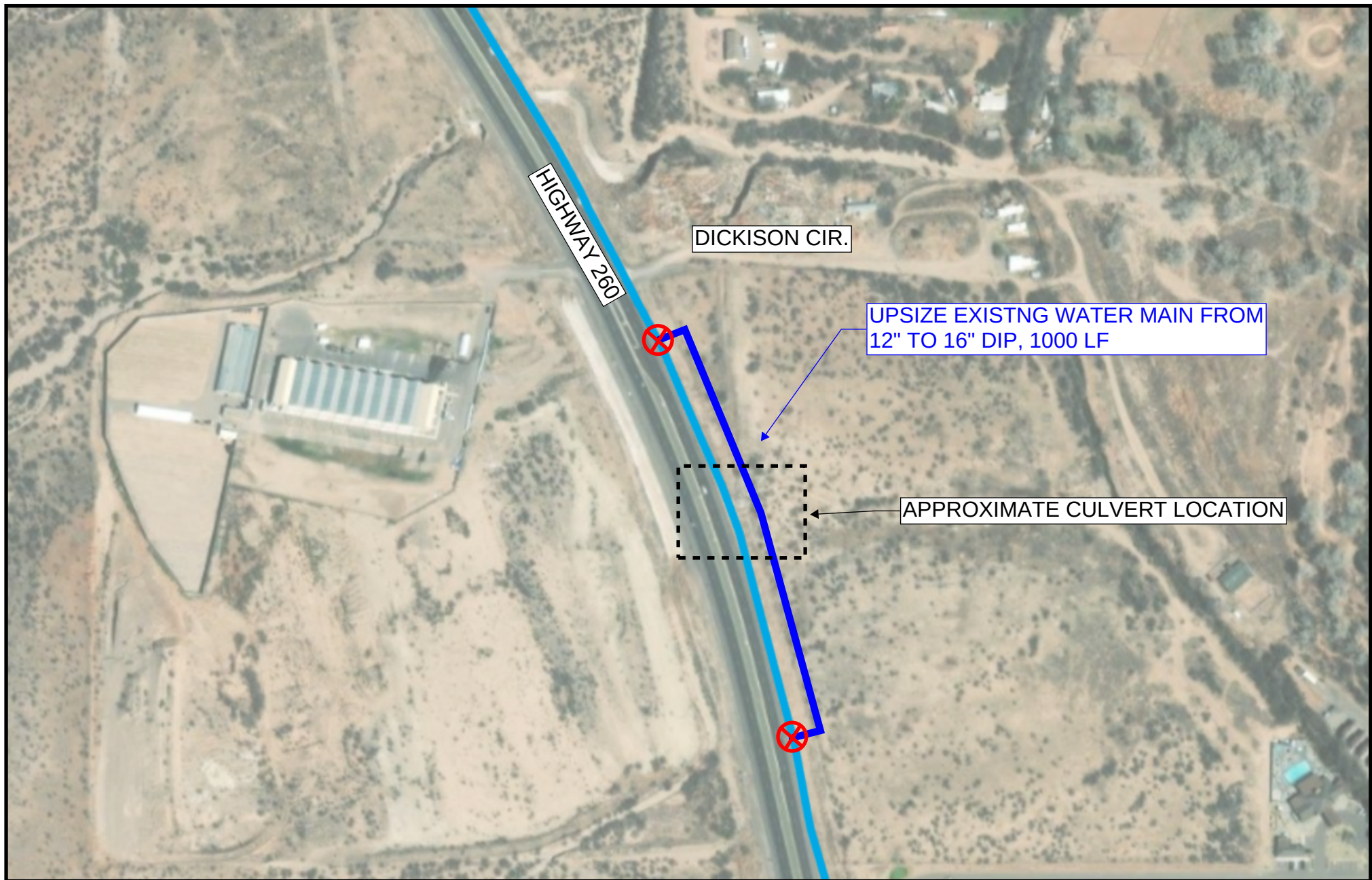


EXHIBIT 2: HIGHWAY 260 CULVERT

The water main off of Highway 260 and South of Dickison Circle is exposed and has a history of leaks in the vicinity. The ADOT culvert near Dickison Circle has undermined the water main on several occasions. Five years ago, ADOT installed gabion baskets to protect the water main. Since this time, the bottoms of the basket have been undermined, exposing the water main. This is the only main line into town and a water main break at this location could be catastrophic.

LEGEND: NTS

-  12" PIPE
-  NEW 16" DIP PIPE
-  ISOLATION VALVE



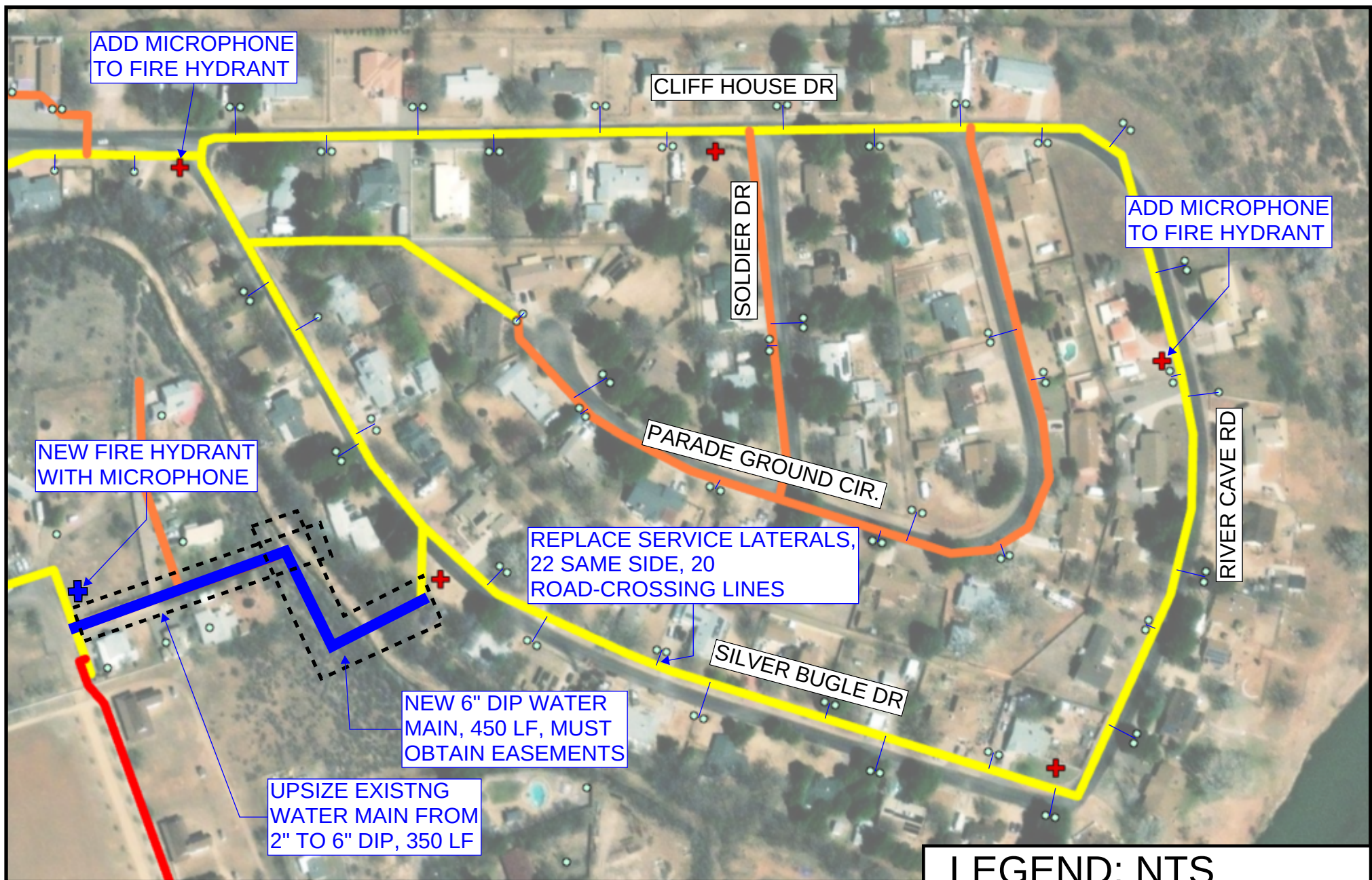


EXHIBIT 3: FORT VERDE CAVES

The Fort Verde Caves Subdivision six (6) and four (4) inch PVC water main was installed in 1976. There have not been any main breaks, but dozens of water service line breaks. This project involves completely replacing all service lines within the subdivision, adding a new six (6) inch DIP water main to improve looping, adding remote read meters to water meters and adding microphones to fire hydrants.

LEGEND: NTS

—	6" PIPE
—	4" PIPE
—	NEW 6" PIPE
+	FIRE HYDRANT
+	NEW FIRE HYDRANT
—	SERVICE LATERALS
●	WATER METER BOX



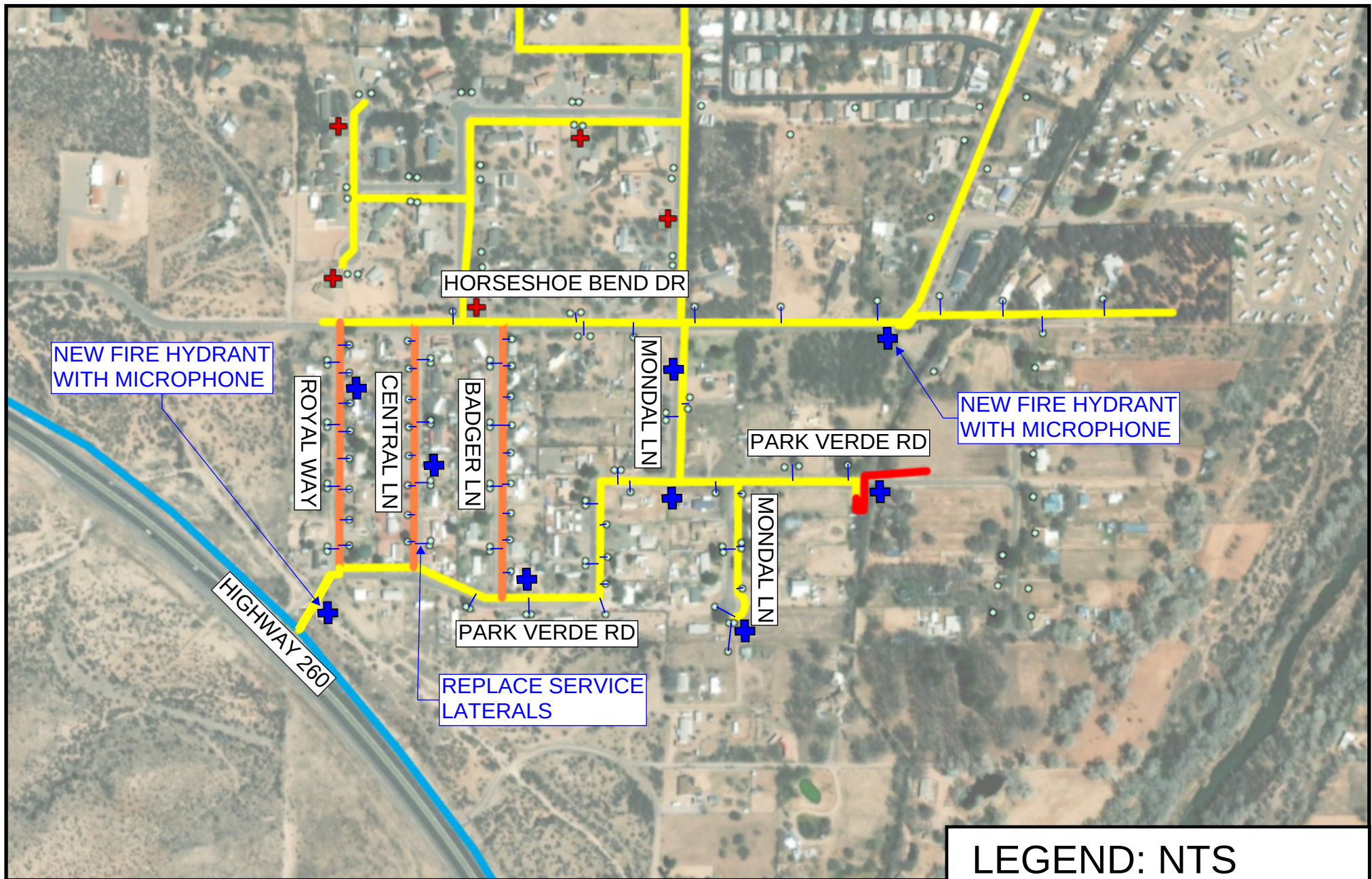


EXHIBIT 4: PARK VERDE ESTATES

The Park Verde Estates four (4) and six (6) inch PVC water main was installed in 1976. There have not been any main breaks, but dozens of water service line breaks. Additionally, the area is lacking sufficient fire hydrants. This project is to completely replace all service lines within the 123 subdivision and add remote read meters.

LEGEND: NTS

—	2" PIPE
—	4" PIPE
—	6" PIPE
+	FIRE HYDRANT
+	NEW FIRE HYDRANT
—	SERVICE LATERALS
●	WATER METER BOX



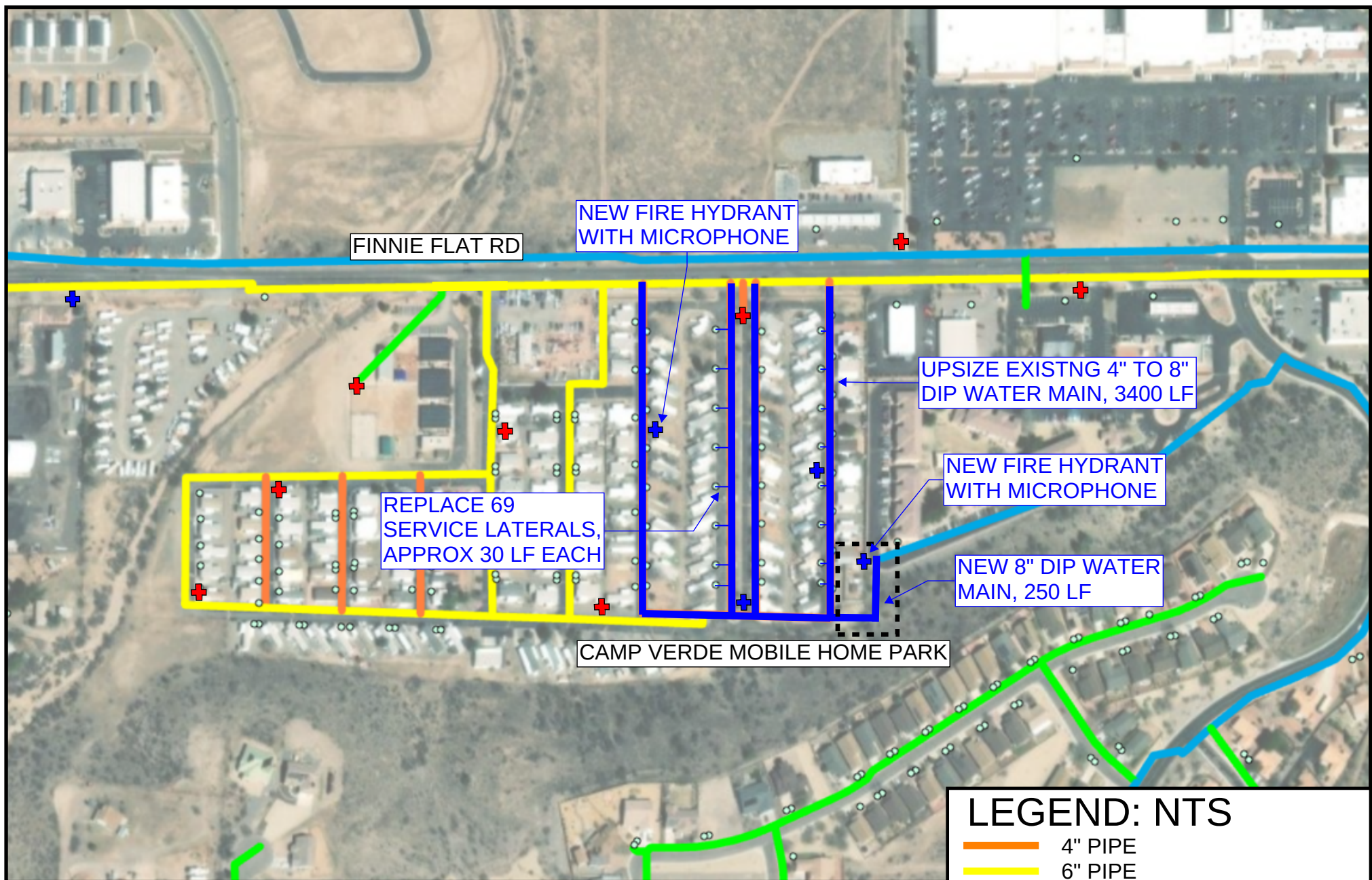


EXHIBIT 5: CAMP VERDE MOBILE VILLAGE

Camp Verde Mobile Park is a low-income mobile home park with a four (4) inch PVC main installed in 1976. There have been several main breaks and dozen of service line breaks. The project is to completely replace the water main, 69 services with remote read meters, and eight (8) valves, The project will also add four (4) additional fire hydrants for the area with microphones on two (2) fire hydrants on either end.

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Agenda Item Submission Form – Section I

Meeting Date: July 19, 2023

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

Requesting Department: Economic Development

Staff Resource/Contact Person: Molly Spangler

Agenda Title (be exact): Presentation from the Small Business Development Center, their work, and how they help Camp Verde businesses.

List Attached Documents:

Estimated Presentation Time: 12 minutes

Estimated Discussion Time: 8 minutes

Reviews and comments Completed by:

- ☐ Town Manager: _____ ☒ Department Head: Molly Spangler
☐ Town Attorney Comments: _____
☐ Risk Management: _____
☐ Finance Department
Fiscal Impact:
Budget Code: _____ Amount Remaining: _____
Comments: _____

Background:

The Business Resource & Innovation Center (BRIC) has many great partners that support our business community. The Small Business Development Center (SBDC) will be providing Town Council and the public an overview of their work, services, and how they can help small business development in Camp Verde. The SBDC provides no-cost confidential consulting services and access to funding to help small business owners start, grow, and/or transition their businesses. This includes business coaching/counseling, business plan development, business training and education, market research data, access to financing, programming, succession planning, and much more. SBDC services are available for all businesses owners from start-up ideas to successfully

operating longer-term businesses. Their team is housed at the Regional Economic Development Center (REDC) at Yavapai College. They are available to work with Camp Verde businesses.

The SBDC team uses the BRIC to meet in person with clients and to have access to a professional workspace and training space. Business owners can often feel vulnerable in sharing private business information especially when they aren't able to meet in their home community or with people they feel understand them and their individual situations. The BRIC provides a bit more comfort for them and helps the SBDC team build trust with clients. The SBDC Director commented that the BRIC also gives the team a reason to visit and explore Camp Verde, in turn providing the opportunity to better understand the unique assets of Camp Verde as well as any specific needs and challenges of the business community.

SBDC client information is confidential and can only share some aggregated data so one can see some of the direct impacts from the previous year. The table shows conservative impact data: keep in mind this only captures some of their impact. It's anticipated these numbers will continue to increase. If anyone is interested in connecting with the SBDC, please reach out to the Economic Development Team.

SBDC Business Client Impacts	
10.1.21 - 9.30.22	
Jobs Created	8
Jobs Retained	10
Business Starts	4
Capital formed	\$1,081,825
Sales increase	\$84,000

Ruth Ellen Elinski, SBDC Director, and Danusia Szumowski, Business Analyst, will likely be the ones in attendance presenting to the Town.

Recommended Action (Motion): N/A

Instructions to the Clerk:



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: July 19, 2023

☐ Consent Agenda ☐ Decision Agenda ☐ Executive Session Requested

☒ Presentation Only ☐ Action/Presentation ☐ Special Session

Requesting Department: Utilities Department / Wastewater Division.

Staff Resource/Contact Person: Chet Teague

Agenda Title (be exact): Presentation to Town Council on Collection Maintenance program being used with R.H Borden

List Attached Documents: PowerPoint and Computer Presentation

Estimated Presentation Time: 30 Minutes

Estimated Discussion Time: 10 minutes

Reviews Completed by:

☒ Department Head: Jeff Low ☐ Town Attorney Comments: N/A

Finance Review: ☐ Budgeted ☐ Unbudgeted ☐ N/A

Finance Director Comments/Fund:

Fiscal Impact: None

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

Comments:

Background Information:

We have completed two years of a three-year program on the collection lines, we have also included MH evaluations.

Presentation by Chet Teague, Wastewater Division Manager, Colton Stewart with R.H Borden the presentation will highlight the past two years of maintenance and our future collection maintenance program.

Recommended Action (Motion): No Action Needed

Instructions to the Clerk:

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Agenda Item Submission Form – Section I

Meeting Date:

☐ Consent Agenda ☐ Decision Agenda ☐ Executive Session Requested

☒ Presentation Only ☐ Action/Presentation ☐ Pre-Session Agenda

Requesting Department: Public Works – Parks & Recreation

Staff Resource/Contact Person: Michael Marshall

Agenda Title (be exact): Presentation and discussion of second Quarter 2023 Parks & Recreation Commission report.

List Attached Documents:

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviews Completed by:

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

☐ Finance Department N/A
Fiscal Impact: None
Budget Code: _____ Amount Remaining: _____
Comments:

Background Information: Required quarterly Commission report.

Recommended Action (Motion): N/A

Instructions to the Clerk: N/A

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Agenda Item Submission Form – Section I

Meeting Date: July 19, 2023

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

Requesting Department: Community Development

Staff Resource/Contact Person: John Knight, Community Development Director

Agenda Title (be exact): Quarterly Report – Board of Adjustments

List Attached Documents: None

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: None

Reviews and comments Completed by:

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

Background Information: None

Recommended Action (Motion): None

Instructions to the Clerk: None

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Agenda Item Submission Form – Section I

Meeting Date: July 19, 2023

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

Requesting Department: Community Development

Staff Resource/Contact Person: John Knight, Community Development Director

Agenda Title (be exact): Quarterly Report – Planning and Zoning Commission

List Attached Documents: None

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: None

Reviews and comments Completed by:

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

Background Information: None

Recommended Action (Motion): None

Instructions to the Clerk: None

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Agenda Item Submission Form – Section I

Meeting Date: July 19, 2023

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

Requesting Department: Economic Development

Staff Resource/Contact Person: Molly Spangler

Agenda Title (be exact): Discussion, consideration, and possible action to approve staff to sign an agreement with the Verde Valley Archaeology Center to provide Town funding up to \$150,000 for the center to complete a grant funded trailhead park project and then reimburse the Town for funding expended.

List Attached Documents: Draft MOU/Agreement

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviews and comments Completed by:

- ☐ Town Manager: _____
 ☒ Department Head: Molly Spangler
☐ Town Attorney Comments: _____
☐ Risk Management: _____
☐ Finance Department
 Fiscal Impact:
 Budget Code: _____ Amount Remaining: _____
 Comments: _____

Background Information:

Background: At the April 6, 2022, Town Council meeting, the Town Council learned about this project and directed staff to prepare an agreement between the Town and the Verde Valley Archaeology Center (VVAC). The purpose of this agenda item is to seek the Town Council's approval for the drafted attached agreement.

The VVAC owns property on Homestead Parkway in Camp Verde, AZ designated as a Native American Heritage Preserve. VVAC installed a trail around the pit house village with interpretive signs and a Native American garden in the center. The adjacent parcel is serving as a dry farming lot. The VVAC intends to use this property to serve as a trailhead and an overflow parking area when Homestead Park is developed. This trail will be open and free to the public. The VVAC was

awarded \$150,000 from Arizona State Parks and Trails (“Grantor”) in 2022 to fund an ADA accessible restroom, trails, and other items to support the Native American Heritage Trail Improvements Grant. The total project cost is \$159,067 and requires a 5.7% match from VVAC.

The grant is reimbursable as funds are expended. The VVAC is the grant recipient and does not have the financial capacity for the upfront costs. The VVAC requested the Town to provide the funding upfront to VVAC until the grant funds are reimbursed. The attached agreement specifies the Town’s role to provide up front funding and VVAC’s role to implement the project and reimburse the town. Below are the roles and responsibilities of the Town and VVAC.

- A. The Town shall:
 - a. Provide upfront funding for this project and will expend no more than \$150,000 as it directly relates to the grant-funded project.
 - b. Process funding requests as timely as possible.
- B. VVAC shall:
 - a. Provide the Town with a copy of the grant agreement between VVAC and Arizona State Parks and Trails.
 - b. Construct and implement the project in accordance with its grant agreement.
 - c. Be responsible for all facets of the grant including matching funds, cost overruns, management, administration, reporting, evaluation, potential changes or modifications, and compliance.
 - d. Send requests to draw down an amount of funds with included invoices or documented request. Demonstrate that the funds received by the Town will be expended within 45 days of receipt.
 - e. Request reimbursement from the AZ State Parks and Trails as soon as allowed. Reimburse the Town within two weeks of receiving the grant reimbursement. By the end of the agreement, reimburse the Town for 100% of all Town funds expended on this grant project.
 - f. Provide the Town with quarterly reports on the project. These may be the same quarterly reports submitted to the AZ State Parks and Trails.
 - g. Share all correspondence that may impact the grant reimbursement or operation to the Town within a week of receiving said correspondence.

Recommended Action (Motion): Approval for staff to sign an agreement with the Verde Valley Archaeology Centers to provide upfront funding not to exceed \$150,000 for the center to complete the grant funded trailhead project and reimburse the Town for all funds expended.

Instructions to the Clerk:

**MEMORANDUM OF UNDERSTANDING
BETWEEN
TOWN OF CAMP VERDE and VERDE VALLEY ARCHAEOLOGY CENTER**

This MEMORANDUM OF UNDERSTANDING (“Agreement”) entered into as of _____, 2023 by and between the Town of Camp Verde, Arizona, an Arizona municipal corporation (“Town”), and the Verde Valley Archaeology Center, a non-profit Arizona organization and 501(c)(3) corporation (“VVAC”).

RECITALS

WHEREAS, the VVAC owns property on Homestead Parkway in Camp Verde, AZ designated as a Native American Heritage Preserve. VVAC installed a trail around the pit house village with interpretive signs and a Native American garden in the center. The adjacent parcel is serving as a dry farming lot. The VVAC intends to use this property to serve as a trailhead and an overflow parking area when Homestead Park is developed. This trail will be open and free to the public.

WHEREAS, the VVAC was awarded \$150,000 from Arizona State Parks and Trails (“Grantor”) in 2022 to fund an ADA accessible restroom, trails, and other items to support the Native American Heritage Trail Improvements Grant #472206 project (“Grant”). The total project cost is \$159,067 and requires a 5.7% match from VVAC.

WHEREAS, the Grant is a reimbursable grant. VVAC is the Grant recipient and does not have the financial capacity for the upfront costs. VVAC requested the Town to provide the funding upfront to VVAC until the Grant funds are reimbursed.

WHEREAS, at its April 6, 2022 Town Council meeting, the Town Council directed Town staff to prepare an agreement between the Town and VVAC. This Agreement will specify the Town’s role to provide up front funding and VVAC’s role to implement the Grant project and reimburse the town.

WHEREAS, this Agreement is entered into for the benefit of the parties, and shall not be construed to be for the benefit of any other party, or to create additional party beneficiary status as to any other person, interest, or entity.

AGREEMENT

1. **Term.** This Agreement will commence upon execution of signatures and terminate on June 30, 2024. The parties may renew this Agreement subject to mutual written consent and the availability of budgeted funds.

2. **Purpose.** The Town will provide upfront funding for the VVAC’s Grant project. A total amount of \$150,000 may be expended for Grant-approved expenditures. The VVAC will reimburse the town for all funds expended in accordance with this Agreement.

3. **Partnership Roles and Responsibilities.**

A. The Town shall:

a. Provide upfront funding for this project and will expend no more than

\$150,000 as it directly relates to the Grant-funded project.

- b. Process funding requests as timely as possible. Typically, there is a two-to-three-week turnaround time from the original funding request.

B. VVAC shall:

- a. Provide the Town with a copy of the Grant agreement between VVAC and Grantor.
- b. Construct and implement the project in accordance with its Grant agreement.
- c. Be responsible for all facets of the Grant including matching funds, cost overruns, management, administration, reporting, evaluation, potential changes or modifications, and compliance.
- d. Send requests to draw down an amount of funds with included invoices or documented request. Demonstrate that the funds received by the Town will be expended within 45 days of receipt.
- e. Request reimbursement from the Grantor as soon as allowed. Reimburse the Town within two weeks of receiving the Grant reimbursement from the Grantor. By the end of the Agreement, reimburse the Town for 100% of all Town funds expended on this Grant project.
- f. Provide the Town with quarterly reports on the project. These may be the same quarterly reports submitted to the Grantor.
- g. Share all correspondence that may impact the Grant reimbursement or operation to the Town within a week of receiving said correspondence.

4. **Payment.** The Town shall pay VVAC a total amount up to \$150,000. Unless otherwise agreed to by the Town in writing, VVAC will submit funding requests to the Town. The Town will process and remit funds within thirty (30) days. Each funding request shall set forth a general description of the work to be performed, in accordance with the details of the approved Grant. Funding requests shall be emailed to the economic development director, Molly Spangler at molly.spangler@campverde.az.gov.

5. **Insurance.** VVAC agrees to provide and maintain general liability insurance coverage of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, name the Town as additional insured on its general liability insurance policy, and deliver to the Town a certificate of insurance in a form satisfactory to the other party. VVAC's general liability insurance policy shall provide for thirty (30) days' prior written notice prior to cancellation.

6. **Indemnification.** The VVAC agrees, to the fullest extent permitted by law, to indemnify, defend, save and hold harmless the Town, its departments, agencies, boards, commissions, and its officers, officials, agents, employees and volunteers (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of VVAC or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific

intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by VVAC from and against all claims. It is agreed that VVAC will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the VVAC agrees to waive all rights of subrogation against the Town, its officers, officials, agents, and employees for losses arising from the work performed by the VVAC for the Town. The obligations under this Section 10 shall survive termination of this Agreement.

7. **Compliance with Federal and State Laws.** VVAC understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. Under the provisions of A.R.S. §41-4401, VVAC hereby warrants to the Town that the VVAC and each of its SubConsultants (“SubConsultants”) will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter “Consultant Immigration Warranty”). A breach of the Consultant Immigration Warranty shall constitute a material breach of the Agreement and shall subject the VVAC to penalties up to and including terminations of this Agreement at the sole discretion of the Town.

The Town retains the legal right to inspect the papers of VVAC or SubConsultant’s employee who works on this Agreement to ensure that the VVAC or any Subconsultant is complying with the Consultant Immigration Warranty. VVAC agrees to assist the Town regarding any such inspections. The Town may, at its sole discretion, conduct random verification of the employment records of the VVAC and any of the SubConsultants to ensure compliance with Consultant’s Immigration Warranty. VVAC agrees to assist the Town regarding any random verification performed.

Neither the VVAC nor any of the SubConsultants shall be deemed to have materially breached the Consultant Immigration Warranty if VVAC or Subconsultant establishes that is has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

8. **No Israel Boycott.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35- 393.

Town of Camp Verde:

Verde Valley Archaeology Center:

Barbara Goodrich, Town Manager

Ken Zoll, Director Emeritus & Interim President

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Agenda Item Submission Form – Section I

Meeting Date:

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

Requesting Department:

Staff Resource/Contact Person: Heather Vinson

Agenda Title: Discussion, consideration, and possible approval of an agreement between the town of Camp Verde and Zonehaven, a Genasys owned company that offers critical communications systems and solutions to help keep people safe during evacuations and other emergency incidents.

List Attached Documents: Proposed SAAS Services Agreement between the town of Camp Verde and Genasys

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 5 minutes

Reviews and comments Completed by:

☒ Town Manager: Barbara Goodrich _____ ☒ Department Head: Heather Vinson _____

☒ Town Attorney Comments: _____

☒ Risk Management: Initiated by Risk Department _____

☒ Finance Department
Fiscal Impact: \$2486.34 annual cost
Budget Code: _____ Amount Remaining: _____
Comments: The cost of this program is based on population. The town is seeking *reimbursement* for this cost through a Department of Forestry and Fire Management (DFFM) grant obtained through Yavapai County Office of Emergency Management.

Background Information: This program would enable the town of Camp Verde to be directly responsible for emergency messaging to residents and others in our geographical area who may be affected by an emergency incident. This would not be used INSTEAD of the Yavapai County Sheriff's Office Everbridge system. It would be used IN ADDITION TO the currently established systems. Cottonwood has approved the program for their residents and if this emergency notification system is approved tonight, Camp Verde would work in conjunction with Cottonwood to implement the program as a collective effort respective to each jurisdiction having responsibility for their own messaging. Other uses for this program are event planning, incident modeling and training exercises, project related road closure notification, evacuation messaging, and a multitude of other data driven projects.

Recommended Action (Motion): Approve the agreement between the town of Camp Verde and Zonehaven, a Genasys owned company that offers critical communications systems and solutions to help keep people safe during evacuations and other emergency incidents.

Instructions to the Clerk: None

SAAS SERVICES AGREEMENT

This SaaS Services Agreement (the "Agreement"), dated effective as of the date signed by both parties below (the "Effective Date") is between **Genasys Inc.**, with a principal address at 16262 W Bernardo Drive, San Diego, CA 92127 ("Genasys") and Town of Camp Verde, with a principal address at 473 S Main Street, Camp Verde, AZ 86322 ("Customer").

RECITALS:

- A. Genasys has developed certain software that is available to access online as a subscription service, together with other software applications, content and materials provided by Genasys as part of the hosted Software system or otherwise.
- B. Customer desires to access and use the Genasys Software, and Genasys desires to provide such rights to Customer, subject to the terms and conditions of this Agreement.

In consideration of the mutual agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Genasys and Customer agree as follows:

AGREEMENTS:

1. General Definitions.

- (a) "Confidential Information" means the Software, Customer Data, technology, business plans and information, trade secrets, written materials marked as confidential and other information that is identified as confidential or proprietary at the time of disclosure or that the receiving party reasonably should understand to be confidential. Confidential Information excludes information that: (i) is or becomes generally available to the public without fault of the receiving party; (ii) was rightfully in the receiving party's possession prior to its disclosure by the other party; (iii) is independently developed without the use of any Confidential Information of the disclosing party; or (iv) is obtained without obligation of confidentiality from a third party who has the right to disclose it.
- (b) "Customer Data" means all content, data and information generated by Customer and provided by Customer and its Users to Genasys, including through inputting into the Software, such as Personal Data and Notification contents. Customer Data does not include Feedback or data created by Genasys.
- (c) "Documentation" means Genasys' written or online user instructions and/or manual for the Software, as updated by Genasys from time to time.
- (d) "Feedback" means any suggestions, enhancement requests, complaints or other feedback from Customer or Users relating to the System or Genasys' Services.
- (e) "Malicious Code" means any virus, worm, trap door, back door, snoopware, spyware, malicious logic, Trojan horse, time bomb or other malicious software functionality that would intentionally erase or render the Software unusable or intentionally interfere with the use of the Software or a User's computer system or software.
- (f) "Notifications" means notifications sent through or provided by the Software at Customer's instruction, such as emergency and safety alerts.
- (g) "Personal Data" means information that identifies a particular individual, such as name, birthdate, address, telephone number, e-mail, identification numbers, financial account information, and personal health information. If applicable law in the jurisdiction where a person resides defines personal information or data, that definition shall apply.
- (h) "Quote" means a quote provided by Genasys and agreed to by Customer, for the provision of the Software and other Services to Customer. Quotes may be attached as an exhibit to this Agreement, but not doing so shall not affect their validity.

- (i) "Services" means Genasys' hosting services for the Software, onboarding services, Software support and maintenance, and any additional consulting, professional, or other services offered by Genasys to its customers as part of or in connection with the Software, including services provided under a separate statement of work ("SOW") or order form for which Genasys may charge a separate fee.
 - (j) "Software" means the hosted Genasys software that Customer is entitled to access and use under this Agreement, including updates, upgrades, enhancements, fixes, additional features, and other modifications provided by Genasys. "Software" also includes any downloadable mobile applications and onsite software provided to Customer and its Users by Genasys.
 - (k) "Term" means the Initial Term of this Agreement together with any and all Renewal Terms, as those terms are defined in Section 6(a).
 - (l) "Third-Party Offerings" means any applications, services, software (open source or proprietary), and other products owned by third parties that are incorporated into or interoperate with the Software.
 - (m) "Users" means individuals whose agency or entity is listed on Exhibit A, and who are authorized by Customer and Genasys to access and use the Software and who have been provided user identifications and passwords by Customer.
2. Subscription to Software; Rights and Restrictions. Genasys grants Customer a non-exclusive, non-transferable right to access and use the Software during the Term, and solely for use by Users who are authorized under Exhibit A or a supplemental order or SOW agreed to by the parties. Customer and its Users will be provided online access to the Software and any related products and Services offered by Genasys that are made available online as part of the hosted Software. Customer is also granted a license to install and use downloadable or onsite Software at Client's location(s), and in the case of mobile apps, a license to download and use such apps on the electronic devices of Client's Users, subject to the terms of the Genasys end user license agreement for the apps. Hosted Software will reside either on Genasys' servers or on the servers of a third party that is in the business of hosting web- or cloud-based software applications (currently AWS). The Software is subject to the following terms and limitations:
- (a) Usage. Use of the Software is limited to Customer's own internal business. Customer may authorize Users to access and use the Software and related materials that Genasys makes available with the Software. Customer and Users are authorized to use the Software only as part of the Software, except as otherwise specifically set forth in this Agreement. Genasys' representations, warranties and commitments set forth in this Agreement are made only to Customer, not to Users.
 - (b) Updates and Modifications. Customer acknowledges and agrees that the Software, Software, Documentation and other materials that may be made available by Genasys as part of the Software may be updated and modified from time to time, in Genasys' sole and reasonable discretion. Updates to the Software will be made available to Customer at no additional charge; this does not include optional features or different versions of the Software for which Genasys has a separate charge. Customer agrees that its purchase of the Services is not contingent on Genasys' delivery of any particular future functionality or features in the Software.
 - (c) Restrictions. Customer will not reverse engineer, disassemble, decompile or otherwise attempt to derive source code, trade secrets, algorithms, data programming methods or Confidential Information from the Software. Customer will not modify or create derivative works of the Software or use it in order to build a competitive product or service, or copy any features, functions or graphics of the Software.
 - (d) Acceptable Use Terms. Customer agrees that it and its Users:
 - will not share the Software or its data with any unauthorized third party or user.
 - will not use the Software in any manner that is unlawful or is prohibited by this Agreement, or that may damage, disable, overburden, or impair the Software or interfere with any other party's use and enjoyment of the Software.
 - will not obtain or attempt to obtain any materials or information on or through the Software through circumventing any access or use restrictions or by any other unauthorized methods, such as hacking or password mining.
 - will not use any bots, spiders, page-scraping or other automated or manual processes or methods to copy or monitor this Software or any of its contents.
 - will not upload to the Software any libelous or unlawful content or any materials or instructions that may cause harm or injury, or that violate any person's right of privacy or any copyright, trademark, or other intellectual property rights.
 - will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any other way use or exploit any of the content of the Software or other Provider Materials other than for their authorized purposes.

- will not delete or alter any proprietary rights or attribution notices in any content or Provider Materials obtained through the Software.

- (e) Customer Responsibilities. Customer agrees to conduct only authorized business on the Software and to limit the number of Users who may send Notifications through the Software to those that are reasonably necessary. Customer is responsible for any breach of these terms by its Users. Customer is responsible for its Users' compliance with the restrictions and other terms of this Agreement, and will promptly notify Genasys of any material breach by any of them. Customer is solely responsible for all content uploaded by it and its Users to the Software and for all Notifications transmitted through the Software. Genasys may monitor the Software to verify compliance with this Agreement.
- (f) Third-Party Offerings. The Software may contain features designed to interoperate with Third-Party Offerings. To use such features, Customer may be required to obtain access to such Third-Party Offering from its provider. If the provider of a Third-Party Offering ceases to make it available for use with the Software on terms acceptable to Genasys, Genasys may cease providing such features without entitling Customer to any refund, credit, or other compensation. If Third-Party Offerings are embedded in the Software (such as open source components) or provided by Genasys as an integrated part of the Software, they are governed by the applicable terms of this Agreement unless Genasys provides a separate third-party license or subscription agreement for such Third-Party Offerings to Customer. Third-Party Offerings are authorized only for use in connection with the Software, unless otherwise permitted under an open source license.

3. Other Services.

- (a) Technical Support and Maintenance. Genasys will provide Customer with technical support and maintenance Services to assist Customer in utilizing the Software. Genasys will provide Customer with telephone, email and/or web-based technical support and maintenance Services to assist Customer in utilizing the Software. Critical requests (Software system is down or unusable) will be addressed by Genasys on a 24/7 basis. Less critical requests will be addressed during Genasys's business hours. Genasys support personnel will use reasonable, good faith efforts to resolve material support issues in a timely manner. Genasys may update its support and maintenance policies from time to time, upon notice to Customer. Genasys is not responsible for problems caused by third-party software or services or by other causes outside of Genasys' reasonable control.
- (b) Professional Services. Upon Customer's request and subject to a separate written order, SOW or Agreement addendum between the parties, Customer may purchase additional Services from Genasys. All such Services are subject to the terms and conditions set forth in such SOW, order or addendum as well as this Agreement. If there is a conflict, such SOW, order or addendum will have priority over the terms of this Agreement.

4. Ownership.

- (a) Genasys Ownership. Genasys owns and retains all right, title and interest in and to the Software, Genasys' trademarks and service marks, Genasys' website and its contents, any custom developments, training and other written or electronic documents and materials provided by Genasys that relate to the Software, and all intellectual property rights in the foregoing ("Genasys IP"), subject to the rights granted in this Agreement. Genasys IP may be used by Customer and Users only for the purposes described in this Agreement. Any rights not expressly granted herein are reserved by Genasys.
- (b) Data Ownership and License. As between the parties, Customer owns all Customer Data provided by it and its Users. Customer shall deliver Customer Data to Genasys as reasonably requested by Genasys. Genasys owns all data and materials developed or created by it in connection with this Agreement, including any GIS-formatted databases. Customer hereby grants to Genasys a non-exclusive, royalty-free, perpetual, irrevocable, worldwide, transferable, fully paid-up license to use, reproduce, modify, prepare derivative works, distribute, sublicense, perform, display, and otherwise exploit Customer Data in connection with the Services and Genasys' business, including without limitation for the purpose of promoting and providing its Softwares and services to others. Genasys may use and share Customer Data with third parties as necessary or appropriate to provide the Services to Customer, to comply with Genasys' legal obligations, and to exercise its legal rights.
- (c) Usage Data. The Software tracks metadata and other usage data and statistics related to Customer's and Users' use of the Software ("Usage Data") and provides such data to Genasys. Genasys shall own such Usage Data and may aggregate, use, distribute and sell Usage Data for any legal purpose, including without limitation to provide services, for marketing, and to improve the Software and Genasys' other products and services. Usage Data does not include any Personal Data, and except as otherwise provided herein, Genasys shall not provide such data to any third party unless it has been anonymized and/or aggregated with other customers' and users' data, so that it is not identifiable as to any particular individual or customer.

- (d) Feedback. Genasys shall have a royalty-free, worldwide, irrevocable, perpetual license to use Feedback and incorporate it into Genasys' software, products and services. Genasys shall exclusively own all right, title and interest in and to any software and intellectual property developed or delivered to Customer in the performance of this Agreement, regardless of whether it is based on or incorporates any Feedback.

5. Fees.

- (a) Fees. Customer's access to the Software is subject to timely payment of the fees specified in the applicable Quote (the "Fees"). Fees for the Services are based on the type of Software for which access rights are purchased, regardless of actual usage. Subscription Fees are due and payable in advance. Invoices are due and payable within thirty (30) days of the date of the invoice.
- (b) Taxes. Customer is responsible for any applicable sales, use or other taxes or duties associated with this Agreement, other than taxes on Genasys' net income. If Customer is a tax-exempt entity, Customer shall provide a tax-exemption certificate to Genasys upon request.
- (c) Past Due Amounts. If any amounts owed by Customer are thirty (30) or more days overdue, Genasys may, without limiting its other rights and remedies: (i) charge interest at the rate of 1.5% per month or the highest rate permitted by law, whichever is less, on the past due amounts; (ii) suspend Customer's access to the Software under Section 6(d); or (iii) terminate this Agreement under Section 6(b) and accelerate Customer's unpaid fee obligations so that all such obligations become immediately due and payable.
- (d) Other. All amounts paid under this Agreement are payable in U.S. dollars. Payment obligations are non-cancellable and payments are non-refundable, other than as expressly set forth in this Agreement. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding, except as may be required by law.

6. Term and Termination; Suspension.

- (a) Term. This Agreement begins on the Effective Date specified above and will continue for the initial term specified in the applicable Quote (the "Initial Term"). At the end of the Initial Term, this Agreement will automatically renew for additional twelve (12) month renewal terms (each a "Renewal Term") at Genasys' then-current rates or as otherwise agreed in writing by the parties, subject to termination as set forth below. Either party may give the other party written notice of non-renewal of this Agreement at least ninety (90) days prior to the expiration of the then-current Initial Term or Renewal Term.
- (b) Termination for Cause. Either party will have the right to terminate this Agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all of its normal business affairs.
- (c) Suspension. Genasys may suspend Customer's and its Users' access to the Software (i) upon ten (10) days' prior written notice and opportunity to cure the breach, if Customer is in material breach of this Agreement, including past-due fees; or (ii) immediately, if improper use of the Software is causing or is likely to cause material harm to the Software or to Genasys, or if there is an actual or suspected violation of law. Genasys will promptly notify Customer of the suspension. Genasys will limit a suspension under subsection (ii) to that which is reasonable under the circumstances.
- (d) Effect of Termination. Upon final termination of this Agreement, Customer will no longer have access to the Software. Customer will promptly pay all outstanding amounts owed to Genasys and, if this Agreement was terminated for cause by Genasys, any unpaid fees covering the remainder of the Term. The termination or expiration of this Agreement for any reason shall not affect a party's rights or obligations that expressly or by their nature continue and survive, including without limitation terms regarding payment, ownership, perpetual licenses, confidentiality, limitations of liability, indemnity and disclaimers.

7. Confidential Information.

- (a) Confidentiality Obligations. The receiving party of Confidential Information (i) shall not disclose any Confidential Information to any person other than its employees and independent contractors who have a need to know such information and who are obligated to keep such information confidential; or (ii) use the Confidential Information for any purpose except as expressly permitted by this Agreement. The receiving party shall give Confidential Information at least the same level of protection as it gives its own information of similar sensitivity, but not less than a reasonable level of protection. Confidentiality obligations shall survive any termination of this Agreement.
- (b) Legally Required Disclosures. The receiving party also may disclose Confidential Information to the extent required under a judicial or legislative order or proceeding or as necessary to comply with a public records act,

open records act or other similar laws or regulations; provided that (i) it gives the disclosing party, if legally permissible, reasonable prior notice of the disclosure request; and (ii) it reasonably cooperates with the disclosing party in any responses to such request, including any reasonable objections to the disclosure request. Where Customer is a governmental agency, Customer may disclose, pursuant to a public records act disclosure request, any information that appears on a publicly available website in static form. The parties acknowledge and agree, however, that the GIS-formatted database developed and made available online by Genasys as part of the Software is dynamic and Genasys' proprietary intellectual property and may be accessed by third parties only through such Software, and is not itself to be provided to third parties unless the parties agree, or it is so ruled by a court of competent jurisdiction, that disclosure of such GIS-formatted database is required by applicable law in a particular case. Where disclosure of the GIS-formatted database is required by law, Customer must obtain the recipient's written agreement to use it only for informational purposes and not for commercial purposes, unless such usage restrictions violate applicable law. The parties further acknowledge and agree that the data contained in this GIS-formatted database pertains to a serious public safety interest, including dynamic evacuation information for humans and animals during a public safety event, and includes data that is critical to the accurate accumulation, management and dissemination of life-saving evacuation information. Thus, where disclosure of the GIS-formatted database is or may be required by law, Customer shall redact or segregate the information contained in the GIS-formatted database to the extent that exact dynamic evacuation information cannot be obtained from the database so as to prevent public confusion on dynamic evacuation information during a public safety event.

8. Data Security.

- (a) Reasonable Safeguards. Each party will collect and process any Personal Data of individuals contained in the Customer Data in compliance with applicable data privacy and protection laws, statutes, and regulations. Genasys agrees to maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, including Personal Data. Customer will also maintain commercially reasonable administrative, physical, and technical safeguards and processes for protecting the security and confidentiality of its Users' passwords and account IDs for the Software. Please refer to Genasys's privacy policy on its website, which informs users of Genasys' policies and practices related to collection, storage, processing, destruction, and other use of Personal Data.
- (b) Breach Notifications. Customer will promptly notify Genasys if any account IDs or passwords are compromised or unauthorized persons are accessing the Software. Genasys will promptly inform Customer if there is a material breach of the security or confidentiality of Personal Data in Genasys' possession or control. Genasys and Customer will coordinate and cooperate regarding informing any affected individuals and competent governmental authorities of a data breach as required under applicable laws and regulations.

9. Customer's Warranties. Customer represents and warrants to Genasys that:

- (a) Customer has full power and authority to enter into this Agreement and make the agreements specified herein.
- (b) Customer has all necessary rights and consents required to upload all Customer Data, including Personal Data, into the Software or otherwise provide such Customer Data to Genasys. Customer Data will not violate any person's right of privacy or copyright, trademark, or other intellectual property rights, and Customer and its Users will not transmit any unauthorized data or content to Genasys or the Software.
- (c) Customer and its Users will use the Software only as permitted by applicable laws and regulations, including without limitation federal and state privacy laws, FCC laws, text messaging laws, and anti-spam laws. Customer shall not send Notifications to emergency phone numbers and other numbers that may not legally be called by an automated Software. Customer agrees that it is Customer's sole responsibility to ensure that Customer and its Users are using the Software in a manner that does not violate any law or regulation.
- (d) The parties acknowledge that a third-party service provider may request that Genasys block Customer's access to certain telephone numbers ("Blocked Numbers") and in such case Genasys may deactivate access to the Blocked Numbers. At Customer's request, Genasys may provide Customer with the ability to unblock the Blocked Numbers so that Customer may send communications to the Blocked Numbers via the Software. In such event, Customer represents and warrants to Genasys that it has all rights, licenses and permits necessary to unblock, access and use the Blocked Numbers for the purposes of this Agreement. At Genasys' request, Customer will cooperate with Genasys and produce evidence of such rights to any third party that challenges the unblocking, access or use of the unblocked Blocked Numbers by Customer. Customer will defend, indemnify and hold harmless Genasys and such service provider(s) from and against any and all claims, suits, proceedings, damages, costs and expenses, including court costs and reasonable attorneys' fees, arising out of or incurred with respect to the unblocking for, access to and/or use of the Blocked Numbers by Customer under this Agreement.

10. Genasys Warranties and Disclaimers.

- (a) Genasys Warranties. Genasys warrants to Customer as follows:
- (i) Genasys has full power and authority to enter into this Agreement and make the agreements specified herein.
 - (ii) Genasys warrants, from and after the go-live date of the Software for Customer, that the Software, when used properly and in accordance with its Documentation and this Agreement, will comply in all material respects with its Documentation.
 - (iii) Genasys will use commercially reasonable, industry-standard efforts and means to keep Malicious Code out of the Software.
 - (iv) Genasys will perform Services in a professional and workmanlike manner and in material compliance with the terms of the applicable Quote.
- (b) Exclusions. Genasys' warranties exclude non-performance issues that result from (i) modification of the Software by Customer or any person or entity other than Genasys; (ii) defects or problems that are outside the reasonable control of Genasys, including defects or damage resulting from use of the Software in other than its normal and authorized manner; (iii) Third-Party Offerings; or (iv) Customer's or its Users' failure to comply with due standards of care.
- (c) Remedies. In the event of a breach of any Genasys warranty, Customer shall contact Genasys within thirty (30) days of Customer's discovery of the breach, specifying the breach in reasonable detail. Customer's sole and exclusive remedies and Genasys' entire liability for breach of any warranty will be:
- (i) in the case of a breach of warranty with respect to the Software, at Genasys' option, Genasys will repair any material, reproducible defect in the Software, or replace the defective part with reasonably equivalent functionality. If Genasys is unable or fails to cure the warranty breach within a reasonable time, Genasys or Customer may, within three months of the initial occurrence of the breach, terminate this Agreement upon fifteen (15) days' prior written notice.
 - (ii) in the case of a breach related to other Services, Genasys shall, at its option, either re-perform the Service at no additional charge to Customer or refund to Customer the applicable fees for such Service.
- (d) Limitation of Warranties. Except as expressly set forth herein, **THE SOFTWARE AND ALL PRODUCTS AND SERVICES ARE PROVIDED BY GENASYS "AS IS" AND GENASYS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE**, whether arising by law, by reason of custom or usage of trade, or by course of dealing. Genasys does not warrant that the Software or its Services are error-free. Genasys is not responsible or liable for any problems or interruptions in the Software due to issues with third-party hosting services or Internet service providers. Open source copyright holders have no liability to Customer for any reason. Warranties are not transferable to a third party, other than in connection with a permitted assignment of this entire Agreement under Section 14.
- (e) Outgoing Software Notifications. Customer acknowledges and agrees that: (i) Notifications sent via SMS and some other channels may not be delivered to the intended telephone if it is not in range of a transmission site or if sufficient network capacity is not available at a particular time; (ii) even within a coverage area, factors beyond the control of Genasys or the wireless or telecom carrier may interfere with Notification delivery, including without limitation Customer's or the intended recipient's equipment, terrain, proximity to buildings, foliage, weather or other conditions; (iii) Notifications to certain numbers may be blocked; and (iv) urgent Notifications may not be timely received. Neither Genasys nor the wireless carrier warrants or guarantees that Notifications will be delivered.

11. Indemnification.

- (a) Mutual Indemnity. Each party (as the "Indemnifying Party") shall defend or settle at its expense any third party claim or action brought against the other party (the "Indemnified Party") arising out of the Indemnifying Party's breach of this Agreement or any grossly negligent acts or willful misconduct of the Indemnifying Party or its personnel.
- (b) Genasys Indemnity. Genasys shall defend or settle at its option and expense any third party claim or action brought against Customer alleging that the Software infringes a U.S. registered patent or copyright or misappropriates a trade secret. Genasys shall have no liability for any infringement claim to the extent such

claim is based on: (i) modification of the Software other than by Genasys personnel; (ii) any open source or other Third-Party Offering; or (iii) the combination, operation or use of the Software with any software, hardware or other materials not furnished by Genasys. In the event of an infringement claim, Genasys may at its option and expense replace or modify the Software with reasonably equivalent non-infringing functionality, or procure for Customer the right to continue using the Software. If neither of these alternatives is available on a commercially reasonable basis, Genasys may terminate this Agreement and refund to Customer any prepaid fees for the period after termination. This Section 11(b) states the entire extent of the liability and obligations of Genasys with respect to any alleged infringement or misappropriation of intellectual property rights.

(c) Customer Indemnity. Customer shall defend or settle at its option and expense any third party claim or action brought against Genasys arising out or relating to (i) any infringement claims or privacy breaches arising out of the Customer Data, other than a security breach for which Genasys is responsible; (ii) use of the Software in violation of law or the terms of this Agreement; or (iii) bodily injury, death of any person or damage to real or tangible, personal property resulting from Customer's use of the Software, including the posting, sending or failure of any Notifications or other notices and information through the Software.

(d) Indemnification Procedure. The Indemnified Party shall promptly notify the Indemnifying Party of the claim, grant the Indemnifying Party sole control of the defense of the claim and all related settlement negotiations, and provide the Indemnifying Party with the assistance, information and authority reasonably necessary to defend the claim, at the Indemnifying Party's expense. The Indemnified Party may, at its option and expense, be represented by separate counsel in any such action. The Indemnifying Party shall pay all damages, costs and expenses, including reasonable attorneys' fees and court costs, payable to the third party claimant.

12. Limitations of Liability. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOST PROFITS, LOST DATA, INTERRUPTIONS OF BUSINESS, OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR OTHER GENASYS MATERIALS, REGARDLESS OF WHETHER SUCH PARTY HAD NOTICE OF THE POTENTIAL FOR SUCH LOSS OR DAMAGE. GENASYS IS NOT RESPONSIBLE FOR ANY DELAYS OR DELIVERY FAILURES WITH RESPECT TO THE SOFTWARE OR NOTIFICATIONS, OR ANY DAMAGES RESULTING FROM SUCH PROBLEMS. AS BETWEEN THE PARTIES, CUSTOMER IS SOLELY RESPONSIBLE FOR ALL DECISIONS THAT IT MAKES IN RELIANCE ON INFORMATION PRESENTED THROUGH THE SOFTWARE. GENASYS SHALL NOT BE LIABLE FOR ANY BODILY INJURY, DEATH, OR PROPERTY DAMAGES RESULTING FROM SOFTWARE NOTIFICATIONS (INCLUDING ANY ERRORS OR DELAYS) OR OTHER USE OF THE SOFTWARE OR SERVICES, INCLUDING ANY ERRORS IN OR UNAVAILABILITY OF THE SOFTWARE. GENASYS'S TOTAL AGGREGATE LIABILITY FOR ANY CLAIM OR DAMAGE ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO GENASYS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.** Genasys' fees reflect this allocation of risk and limitations of liability. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy. The above limitations may be superseded by law in some jurisdictions.

13. Publicity. Any press releases or other public statement regarding this Agreement may be made only with the other party's consent, which shall not be unreasonably withheld, except that a party may make public disclosures to the extent required by law, and Genasys is permitted to include Customer's name on customer lists that may be posted on Genasys' website or provided to potential customers and other third parties.

14. Assignment. Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without prior written consent of Genasys. Genasys may elect to use third-party service providers to perform any of Genasys' obligations under this Agreement. This Agreement is binding on and inures to the benefit of the parties and their respective successors and permitted assigns.

15. General.

(a) Entire Agreement; Amendment; Waiver. This Agreement, including the attached exhibits and any related purchase orders, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or oral agreements or understandings with respect thereto. Any preprinted terms in a purchase order submitted by Customer to Genasys are expressly agreed to be of no force or effect. This Agreement may not be amended except by a writing signed by authorized representatives of both parties. The waiver by either party of any default or breach of this Agreement, or any obligation hereunder, shall be ineffective unless in writing. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party shall constitute a waiver of the right subsequently to exercise such right or power or to insist on strict compliance.

(b) Choice of Law. This Agreement shall be construed in accordance with the laws of the State of California, excluding conflicts of laws provisions. However, if Customer is a governmental agency, the laws of the state where Customer is located will govern. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply.

- (c) Severability. If any provision of this Agreement is deemed invalid or unenforceable by a court or governmental authority, that provision shall be modified, if possible, to the minimum extent necessary to make it valid and enforceable, or if it cannot be so modified, then severed, and the remainder of this Agreement shall remain in full force and effect.
- (d) Notices. All legal notices between the parties shall be in writing and shall be sent by certified or registered mail, with provisions for a receipt, or commercial overnight delivery service, to the address of the other party listed above (or to such other address as a party may furnish to the other in writing). Non-legal written notices in the ordinary course of business may also be sent by email to the other party.
- (e) Independent Contractors. The parties are independent contractors, and neither party shall have any right or authority to make any representations or warranties on the other party's behalf, or to assume or create any obligations or responsibilities, express or implied, on behalf of the other party.
- (f) Injunctive Relief. Each party acknowledges that the other party's intellectual property and Confidential Information is highly valuable to the other party, that any breach of such party's obligations with respect to confidentiality and/or use of the other party's intellectual property, including any breach by Customer of any restrictions on use of the Software or the scope of the rights granted by Genasys herein, may severely damage the other party, the extent of which damage would be difficult to ascertain and, therefore, that the other party is entitled to seek, among other remedies, temporary and permanent injunctive relief and other equitable relief for any such breach, without the necessity of posting bond or other security, to the extent permitted by law.
- (g) Force Majeure. A party shall be excused from delays or failure to perform its duties (other than payment obligations) to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control (a "Force Majeure Event"). The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.
- (h) U.S. Government Restricted Rights. Any software provided as part of the Software for or on behalf of the United States of America, its agencies and/or instrumentalities is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable, and any other applicable federal laws or regulations.
- (i) Electronic Signatures: Signature Authority. A copy of this Agreement signed or delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The person accepting this Agreement and any related purchase orders on behalf of Customer represents that he or she has the authority to bind Customer to this Agreement.

GENASYS, INC.

Town of Camp Verde:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

AUTHORIZED SYSTEM USERS AND AGENCIES

1. Customer's direct employees and consultants who are authorized by Customer to access and use the Software.
2. Customer's affiliates that have agreed to a contract addendum with Genasys, making them subject to the terms of the Agreement.
3. For the Zonehaven Service: if Customer is a county governmental agency and wishes to share access to Zonehaven with other agencies within its county, the agencies listed below are approved by Genasys as Users, provided that such agencies must first agree to a contract addendum with Genasys making them subject to the terms of the Agreement:

Agency Name:

Email Domain:

Town of Camp Verde, AZ

campverde.az.gov

EXHIBIT B

Quote

Cost proposal for Town of Camp Verde AZ

Based on US Census population of 12,244.

(Valid through July 31, 2023)

ZGEM-PS-CL-SYS	Zonehaven EVAC subscription Zonehaven AWARE connector Zonehaven wildfire simulation engine Zonehaven Evacuation Pre-Plan Reports Email notification (up to 100 recipients) SMS notification (up to 100 recipients) Phone notification (up to 100 recipients) IPAWS connector Social Media connector (5 accounts) RSS feed connector Waze connector Premium 24x7x365 support
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SKU	Description	Annual Cost	Years	Final Price
ZGEM-PS-CL-SYS	Zonehaven Foundation	\$2,486.34	3	\$7,459.02
ZH-PS-1k	Zonehaven	N/A	3	Included
Zonehaven Setup	System Setup	WAIVED		0
Total				\$7,459.02



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: July 19, 2023

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

Requesting Department: Utilities and Public Works Department

Staff Resource/Contact Person: Jeff Low

Agenda Title (be exact): Discussion, Consideration and Possible Approval to purchase supplies and materials for the Sports Complex Water Main installation from Dana Kepner Company, LLC at a cost not to exceed \$96,041.11.

List Attached Documents: Quote Dated June 14, 2024, from Dana Kepner Company, LLC

Estimated Presentation Time: 5 Minutes

Estimated Discussion Time: 5 minutes

Reviews Completed by:

- ☒ Department Head: Jeff Low and Ken Krebbs
 ☐ Town Attorney Comments: N/A

Finance Review: ☐ Budgeted ☐ Unbudgeted ☐ N/A

Finance Director Comments/Fund:

Fiscal Impact: None

Budget Code: 04-800-20-804022 Amount Remaining: \$103,958.89

Comments:

Background Information:

Staff have been working with Civiltec Engineering on the design of the water main to service the Sports Complex concession stand. Based off the plans, staff and the project engineer created a list of materials and supplies for the upcoming water main construction. Staff obtained the following quotes for the materials:

<u>Company</u>	<u>Location</u>	<u>Materials Quote</u>
Dana Kepner Company, LLC	Flagstaff, AZ	\$96,041.11
Ferguson Waterworks	Prescott Valley, AZ	\$99,415.02
Fortline Waterworks	Peoria, AZ	\$107,772.12
Core and Main	Flagstaff, AZ	\$108,385.82

Based off the quotes obtained, staff recommends purchasing the materials and supplies from Dana Kepner Company, LLS for \$96,041.11. Staff has confirmed with Dana Kepner that the price quoted is still good and that the materials are currently available in their storage facilities.

Staff will bid out or obtain a Job Order Contract for the construction of the project later this summer.

Recommended Action (Motion): To approve the purchase of supplies and materials for the Sports Complex Water Main Installation from Dana Kepner Company, LLC in an amount not to exceed \$96,041.11.

Instructions to the Clerk:

Quote

Entered Date	Taken By	Customer #	Order #
6/14/23	trah	22640000	9308961-00
Customer PO #	Requested Ship Date	Page #	
VERBAL MARI	6/14/23	1 of 4	

Bill To	Ship To
TOWN OF CAMP VERDE 395 S MAIN ST CAMP VERDE, AZ 86322-7272	MISCELLANEOUS CAMP VERDE WATER CO. 395 S MAIN ST CAMP VERDE, AZ 86322

Correspondence To
Dana Kepner Company, LLC 3905 E Huntington Dr 928- 433-7888 FLAGSTAFF, AZ 86004-9452

Instructions			Ship Point
			Dana Kepner Company, LLC
Ship To #	Via	Shipped	Terms
MISC2264	DELIVERY		Net 30 Days

Notes

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	08S0140BE 1"X20' PVC SCH40 PIPE, BELLED END *WHITE*	1.00	PCS	1.57	/ft	31.40
2	08S0240BE 2"X20' PVC SCH40 PIPE, BELLED END WHITE	1.00	PCS	3.39	/ft	67.80
3	117100DR9PEXA 2"X100' CTS PEX A TUBING	1.00	ROL	8.88	/FT	888.00
4	030650 6"X18'1-1/2" CL50 DI PIP TYTON JOINT, CMNT LINE DUCTILE IRON PIPE-ANSI A21.51	110.00	PCS	25.57	/ft	50,980.19
5	030850 8"X18' 1-1/2" CL50 DI PI PE TYTON JOINT, CMNT LIN DUCTILE IRON PIPE-ANSI A21.51	27.00	PCS	33.67	/ft	16,477.26
6	37S406010 1" SCH 40 PVC 90 BEND, SXS, #406010	1.00	PCS	0.84	PCS	0.84
7	67FB11024NL - NL 1" FB1102-7 FORD CORP STOP NL FB1102-4 1" FORD CORP MIP X PVC PJ	1.00	PCS	102.18	PCS	102.18
8	37S857020 2 SCH 80 PVC UNION, sxs #857020	1.00	PCS	31.99	PCS	31.99
9	67BFA13777WNL NL 2" BFA13-777W FORD ANGLE BALL FLANGE METER FEMALE IRON PIPE THREAD BY METERFLANGE~ WITH PADLOCK WING	2.00	PCS	387.75	PCS	775.50
10	67CF3177NL NL 2" FORD CF31-77 BRONZE METER FLANGE BY FEMALE IRONPIPE THREAD	2.00	PCS	82.35	PCS	164.70

Customer #	Order #	Page #
22640000	9308961-00	2 of 4

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
11	67GT141 2" GT141 RUBBER GASKET DROP-IN FOR 2" FLANGED METER	4.00	PCS	3.96	PCS	15.84
12	867300 2"-3"BOLT PACK CONSISTING OF 4 PLATED BOLTS & NUTS 5/8" x 2-1/2"	2.00	PCS	3.87	PCS	7.74
13	33208NL NL 2 X 8" BRASS NIPPLE	2.00	each	37.56	each	75.12
14	342PCNL 2" CORED PLUG, THREADED, NO LEAD BRASS	1.00	PCS	11.44	PCS	11.44
15	67C8677NL NL 2" C86-77(160)FORD PJ COUPLING MALE IRON PIPE THREAD TOPACK JOINT FOR PE PIPE	4.00	PCS	158.17	PCS	632.68
16	67C8477NL NL 2" C84-77 FORD PJ COUPLING MALE IRON PIPE THREAD TO PACK JOINTFOR COPPER OR PLASTIC TUBING (CTS)	3.00	PCS	103.14	PCS	309.42
17	67FB11007NL NL 2" FB1100 FORD CORP STOP (BALL CORP)	1.00	PCS	343.25	PCS	343.25
18	67I55 #55 FORD INSERT STIFFENER FOR 2" (CTS) POLYETHYLENE TUBING	5.00	PCS	3.29	PCS	16.45
19	41BBV2NL 2" THREADED BRONZE BALL VALVE, NO LEAD	1.00	PCS	63.45	PCS	63.45
20	43DL06ML 6" MJ RW DI OL VALVE, LESS ACCS	3.00	PCS	872.18	PCS	2,616.54
21	43DL06FML 6" MJ X FLG RW DI OL VALVE, LESS ACCS	1.00	PCS	872.18	PCS	872.18
22	43D06FLH 6" FLGD RW DI OL VALVE W/HANDWHEEL	6.00	PCS	905.07	PCS	5,430.42
23	18L06TMF 6" MJX MJXF TEE, CL, SSB, DI, LESS ACCS	6.00	PCS	192.58	PCS	1,155.48
24	18L0622 6" MJ 22-1/2 BEND, CL, SSB, DI, LESS ACCS	4.00	PCS	88.02	PCS	352.08
25	18L0645 6" MJ 45 BEND, CL, SSB, DI, LESS ACCS	4.00	PCS	94.40	PCS	377.60
26	3006CFT2 6X2" TAPPED BLIND FLANGE, 125# STD, DI	6.00	PCS	123.44	PCS	740.64
27	64202B07504I 202B-750X1"IP FORD BRASS SADDLE DOUBLE STRAP TO FIT 6.90 TO 7.50 OD PIPE	1.00	PCS	146.86	PCS	146.86

Customer #	Order #	Page #
22640000	9308961-00	3 of 4

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
28	86FTGR068 6" FLANGE-TYTE RING GAKSET, 1/8"	13.00	PCS	21.34	PCS	277.42
29	867304 6"-8" BOLT PACK CONSISTING OF 8 PLATED BOLTS & NUTS 3/4"X3-1/2"	13.00	PCS	12.18	PCS	158.34
30	311106A 6" DI PIPE MECHANICAL RESTRAINT W/ ACCS	36.00	PCS	61.13	PCS	2,200.68
31	43DL08ML 8" MJ RW DI OL VALVE, LESS ACCS	1.00	PCS	1,363.05	PCS	1,363.05
32	18L08SL 8" LP MJ SOLID SLEEVE, SSB, DI, LESS ACCS	1.00	PCS	174.36	PCS	174.36
33	18L0845 8" MJ 45 BEND, CL, SSB, DI, LESS ACCS	1.00	PCS	137.56	PCS	137.56
34	18L08CT2 8X2" MJ TAPPED CAP, SSB, DI, LESS ACCS	1.00	PCS	108.49	PCS	108.49
35	64202B096271 202B-962 X 2" IP FORD BRASS SADDLE DOUBLE STRAP TO FIT 9.05 TO 9.62 OD PIPE	1.00	PCS	213.73	PCS	213.73
36	311108A 8" DI PIPE MECHANICAL RESTRAINT W/ ACCS	13.00	PCS	85.28	PCS	1,108.64
37	51B24A 24" 6855 V B BOTTOM SECTION, SLIP TYPE	11.00	PCS	58.86	PCS	647.46
38	51T16A 16" VALVE BOX TOP SECTION SLIP TYPE 6855 SERIES, WITH FLANGE	11.00	PCS	37.69	PCS	414.59
39	51LW 5-1/4" VALVE BOX DROP LID, MARKED "WATER"	11.00	PCS	15.19	PCS	167.09
40	51DCMPHH 6X4" CI-PLUG, MUD PLUG FOR CAST IRON VALVE BOX, HARD HAT STYLE	11.00	PCS	7.89	PCS	86.79
41	82CMB1 NO 1 CONCRETE METER BOX, 12X18"	2.00	PCS	31.44	PCS	62.88
42	82CMB1S NO 1 STACKABLE CONCRETE METER BOX 12X18"	2.00	each	31.44	each	62.88
43	82CMBL1B NO 1 BENT STEEL LID	2.00	PCS	40.36	PCS	80.72
44	82CMB4 NO 4 CONCRETE METER BOX, 22X33"	2.00	PCS	83.37	PCS	166.74
45	82CMB4UE #4 CONCRETE METER BOX UPPER EXTENSION	2.00	PCS	83.37	PCS	166.74

Customer #	Order #	Page #
22640000	9308961-00	4 of 4

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
46	82CMBL4B NO 4 BENT STEEL LID	2.00	PCS	177.31	PCS	354.62
47	95CMDW CARSONITE DECAL, BLUE - WATER PIPELINE	11.00	PCS	4.65	PCS	51.15
48	95CMB6 6'CARSONITE UTILITY MARKER, BLUE W/ DECAL CAUTION WATER PIPELINE	11.00	each	41.10	each	452.10
49	95WT12B 12 GAUGE TRACERWIRE BLUE 500' ROLLS	3,000.00	FT	0.28	FT	840.00
50	95TDWB6 6"X1000' DETECTABLE TAPE - WATER - BLUE	3.00	ROL	106.74	ROL	320.22
51	95CHLG5 #5 CHLORINE, GRANULAR	1.00	PCS	35.90	PCS	35.90
52	88TAPEPR 2"X100' POLY TAPE, PRINTED CORROSION	20.00	each	5.83	each	116.60
53	8820440BLK 20"X440' BLACK POLY TUBE (6 -8) 8 MIL NEED 22' PERF.	6.00	ROLL	48.16	/hun	1,271.42
53	Lines Total	Total Order Quantity	3,389.00		Subtotal	93,727.22
					Taxes	2,313.89
					Total	96,041.11



Town of Camp Verde

Agenda Report Form – Section I

Meeting Date: Town Council; Wednesday, July 19, 2023

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

Requesting Department: Community Development

Staff Resource/Contact Person: Cory Mulcaire, Planner

Agenda Title: Discussion, Consideration, and adoption of Resolution 2023 – 1107, a Resolution of the Mayor and Common Council for approval of final site plans for two (2) development sites located within High View at Boulder Creek Planned Area Development (PAD), zoned C3-PAD (Commercial: Heavy Commercial – Planned Area Development) and C2-pad (Commercial: General Sales and Services – Planned Area Development) specifically site plans for Zane Grey RV Park located on parcel 403-15-003V (C2-PAD) and Zane Grey Multi-family and Commercial on parcel 403-15-003U (C3-PAD), Camp Verde, Yavapai County, Arizona.

Staff Resource: Cory Mulcaire

List Attached Documents:

- A. Draft Resolution 2023 – 1107
- B. Excerpt from Draft Minutes, Planning and Zoning Commission, April 13, 2023
- C. Ordinance 2019 - A445, Original PAD
- D. Ordinance 2021 - A461, Amended PAD
- E. May 2019, Approved Site Plan
- F. October 2022, Updated Master Site Plan of entire PAD
- G. Zane Grey at High View RV Park Site Plan
- H. Zane Grey at High View RV Park Landscape Plan
- I. Zane Grey at High View Multi-Family and Commercial Site Plan
- J. Zane Grey at High View Multi-Family Commercial Landscape Plan
- K. C2 Zoning Criteria
- L. C3 Zoning Criteria
- M. PAD (Planned Area Development)
- N. Zoning Map with APN #s

Estimated Presentation Time: 10 minutes

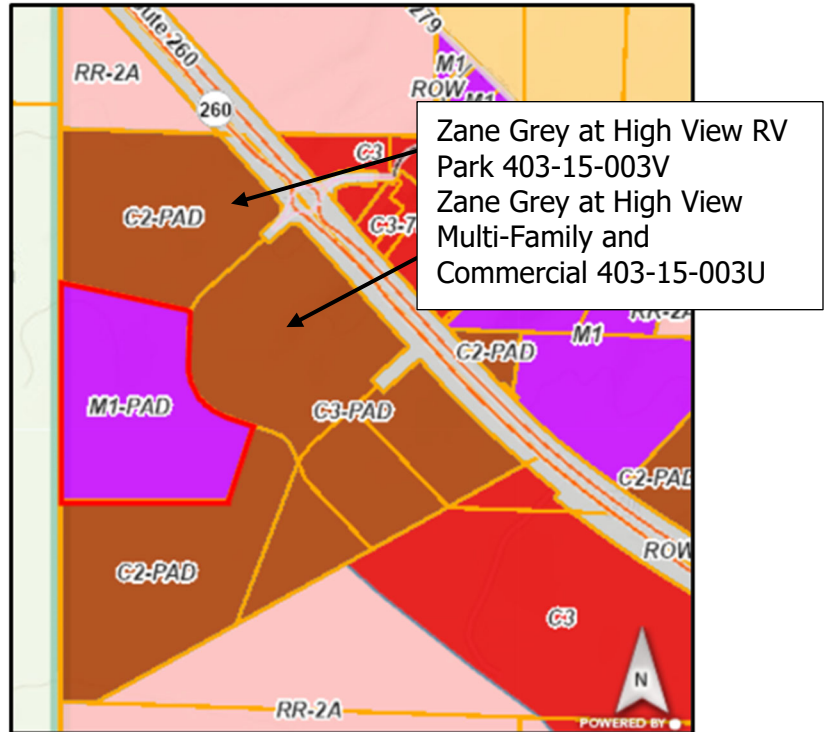
Estimated Discussion Time: 10 minutes

Reviews Completed by:

- ☒ Department Head: John Knight
- ☐ Town Attorney Comments: N/A

Request Summary: Applicant requests review and recommendation to the Mayor and Common Council for Final Site Plan approval of two (2) projects which are a part of High View at Boulder Creek Planned Area Development (PAD).

1. Zane Grey at High View RV Park is located on a 36 +/- acre parcel 403-15-003V. The development includes 248 RV spaces, a clubhouse/office and other amenities.
2. Zane Grey at High View Multi-Family and Commercial is located on parcel 403-15-003U which is 36 +/- acres. Development consists of 474 residential units and four (4) commercial buildings that total 31,319 square feet of retail space.



Background Information: High View at Boulder Creek, approximately 185 acres, was conditionally approved as a C2-PAD Master Planned Community via Ordinance 2019-A445 in May of 2019 (attachment C).

In March of 2021, this PAD was amended via Ordinance 2021-A461, from C2-PAD to be a mixed zone PAD which now includes:

- (1) M1 parcel; 403-15-003W
- (4) C3 parcels; 403-15-009A, 403-15-009B, 403-15-009C, and 403-15-003U
- (2) C2 parcels; 403-15-003X and 403-15-003V

See GIS-Zoning image above and Attachment N for APN #s and current zoning configuration of this PAD.

Both ordinance approvals for this PAD were based upon conceptual site plans and require final site plan recommendations from the Planning and Zoning Commission and approval by the Town Council. Ordinance 2021-A461 (Attachment D) specifically states:

“All future developments within the Planned Area Development will require the approval by the Town Council of a Final Site Plan to be reviewed by the Planning and Zoning Commission, and approved by the Town of Camp Verde Town Council as required by the Town of Camp Verde Planning and Zoning Ordinance

and Subdivision Regulations Section 203 L.2 PAD (Planned Area Development), Scope, and Site Plan requirements, Section 400 D.1 Submittals, prior to issuance of any building permits.”

Both of these projects have completed the predevelopment review process called Development Review Standards. The RV Park meets all C2 zoning criteria, and the multi-family/commercial development meets all C3 zoning criteria.

Brief Overview History of PAD:
• Application for Zoning Map Change from RR-2A & C3 to a C2-PAD, March 2019
• Ordinance 2019-A445 rezone to C2-PAD, Signed May 23, 2019
• Application to amend C2-PAD for some of the PAD parcels to C3-PAD and M1-PAD, November 2020
• Ordinance 2021-A461, Major PAD Amendment - Signed March 17, 2021
• Application to amend PAD to include an additional M1-PAD; September 2021 (WITHDRAWN)
• Request for Final Site Plan approval from P&Z for 3 projects, November 3, 2022
• Request for Major PAD Amendment approval from P&Z on January 19, 2023 (not yet scheduled for Council review)

Discussion Detail:

Projects that were previously approved, via Resolution 2022-1097 include a RV service center, a RV storage facility and a mini storage.

The projects that are currently in for Final Site Plan approval include:

1. Zane Grey at High View RV Park (Site and Landscape Plans Attachment G & H) is a 36 +/- acre development located on parcel 403-15-003V. The RV Park consists of 260 RV spaces, 180, 35x65 pull through spaces and 80, 30X50 perimeter spaces. Other amenities include:
 - a. Pickle Ball/Tennis Courts
 - b. Shuffleboard Area
 - c. Pool/Spa
 - d. Building
 - i. Laundry Facilities
 - ii. Game Room
 - iii. Meeting Rooms
 - iv. Store
 - e. Playground

The applicant requested concurrent review of the Final Site Plan while they proceeded at their own risk through Development Standards Review. Application for Development Standards Review was received in May of 2022 and approved on February 28, 2023. The RV Park was designed and will be built to C2 zoning criteria.

2. Zane Grey at High View Multi-family and Commercial (Site and Landscape Plans Attachment I & J) is a 36 +/- acre parcel, 403-19-003U. The development consists of the following:
 - a. Multi-Family 474 units
 - i. 165 - 3-bedroom units
 - ii. 123 - 2-bedroom units
 - iii. 186 - Efficiency units
 - b. Commercial
 - i. Building A - 9,271 SQ FT
 - ii. Building B - 3,744 SQ FT
 - iii. Building C - 3,203 SQ FT
 - iv. Building D - 5,155 SQ FT

The applicant requested concurrent review of the Final Site Plan while they proceeded at their own risk through Development Standards Review. Application for Development Standards Review was received in May of 2022 and was approved by staff. The multi-family and commercial development was designed and will be built to C3 zoning criteria.

The applicant acknowledges the request to approve these Site Plan(s) are only for a portion of the entire PAD. See Attachment F for the current Master Site Plan for the PAD which also shows the planned future development.

As seen on the October 2022 Updated Site Plan, Attachment F, there are other projects in development for this PAD, however, they are not yet at the same stage of readiness as these projects. The applicant will submit updated Site Plans for review and approval of these future projects in the coming months.

The applicant is currently in the process of finalizing details of a Development Agreement. This will be presented to the Council for approval, sometime in the near future.

Staff Comments:

This project is substantially in conformance with the original PAD approval, along with the November 2021 PAD Amendment.

In addition, this project is in conformance with the 2016 General Plan for the 260 West Character Area.

Planning and Zoning Commission Recommendation:

Planning and Zoning recommended approval of Partial Final Site Plan for the High View at Boulder Creek Planned Area Development in a 5-2 vote on April 13, 2023. See minutes, Attachment B.

Recommended Action: Motion to adopt Resolution 2023 – 1107, a resolution of the Mayor and Common Council for approval of final site plans for two (2) development sites located within High View at Boulder Creek Planned Area Development (PAD), zoned C3-PAD (Commercial: Heavy Commercial – Planned Area Development) and C2-pad (Commercial: General Sales and Services – Planned Area Development) specifically site plans for Zane Grey RV Park located on parcel 403-15-003V (C2-PAD) and Zane Grey Multi-family and Commercial on parcel 403-15-003U (C3-PAD), Camp Verde, Yavapai County, Arizona.

ATTACHMENT A



RESOLUTION 2023-1107

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL FOR APPROVAL OF FINAL SITE PLANS FOR TWO (2) DEVELOPMENT SITES LOCATED WITHIN HIGH VIEW AT BOULDER CREEK PLANNED AREA DEVELOPMENT (PAD), ZONED C3-PAD (COMMERCIAL: HEAVY COMMERCIAL – PLANNED AREA DEVELOPMENT) AND C2-PAD (COMMERCIAL: GENERAL SALES AND SERVICES – PLANNED AREA DEVELOPMENT) SPECIFICALLY SITE PLANS FOR ZANE GREY RV PARK LOCATED ON PARCEL 403-15-003V (C2-PAD) AND ZANE GREY MULTI-FAMILY AND COMMERCIAL ON PARCEL 403-15-003U (C3-PAD), CAMP VERDE, YAVAPAI COUNTY, ARIZONA.

WHEREAS, the property is zoned C3-PAD and C2-PAD by way of Ordinances No. 2019 – A445 and No. 2021- A461 by Zane Grey Investments II, to allow a broader range of land uses; and

WHEREAS, the PAD designation requires approval of a Final Site Plan for each phase by the Town Council prior to issuing building permits; and

WHEREAS, the applicant, Jeremy Bach, has applied for Final Site Plan approval, on behalf of the owner, Zane Grey Investments II; and

WHEREAS, the request includes individual Site Plans for Zane Grey RV Park and Zane Grey Multi-family and Commercial; and

WHEREAS, the Planning and Zoning Commission reviewed the Final Site Plan at a regular Planning and Zoning Commission meeting on April 13, 2023 and recommended approval of the Final Site Plan on a 5 – 2 vote for this phase of the High View at Boulder Creek Development.

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

- A. The proposed Final Site Plan is approved for the Zane Grey RV Park and Zane Grey Multi-Family and Commercial as shown in Exhibit A.
- B. The proposed Final Site Plan will not constitute a threat to the health, safety, welfare, or convenience to the public and should be approved.
- C. The proposed Final Site Plan is in conformance with the Town of Camp Verde Zoning Ordinance and General Plan and is hereby approved.

PASSED AND APPROVED by a majority vote of the Common Council at the regular meeting of July 19, 2023.

Dee Jenkins, Mayor

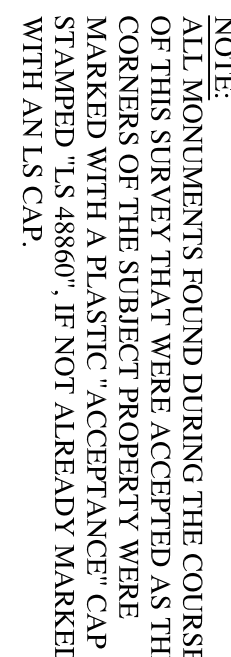
Attest:

Approved as to form:

Cindy Pemberton, Town Clerk

Trish Stuhan-Town Attorney

**"HIGH VIEW AT BOULDER CREEK"
A PORTION OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST,
GILA & SALT RIVER BASE & MERIDIAN,
YAVAPAI COUNTY, ARIZONA**



Attachment B

**FINAL MINUTES
REGULAR SESSION
THE PLANNING AND ZONING COMMISSION
TOWN OF CAMP VERDE 473 S. MAIN STREET
CAMP VERDE, AZ. 86322
COUNCIL CHAMBERS STE. 106
THURSDAY, APRIL 13, 2023
6:00 PM**

6. **Decision Item: Discussion, consideration and possible recommendation to the Mayor and Common Council for approval of Final Site Plan for two (2) development sites located within High View at Boulder Creek Planned Area Development (PAD), zoned C-3 PAD (Commercial: Heavy Commercial – Planned Area Development) and C2-PAD (Commercial: General Sales and Services – Planned Area Development), specifically Site Plans for Zane Grey at High View RV Park located on parcel 403-15-003V, Zane Grey At High View Multi-Family and Commercial on parcel 403-15-003U, Camp Verde, Yavapai County, Arizona.**

Ingrid Osses handed out a document for the Commission.

Town Planner Cory Mulcaire reviewed the site plan, location and details. This meets the C2 PAD criteria and C3 PAD criteria. She also said that Jeremy Bach, with Zane Grey Investments is here to answer any questions that the Commission has.

John Knight added that this item was continued based on 2 questions, Open Space and Sewer and that this is a Final Site Plan Review.

Drew Faiella stated that time can be dedicated, but the time limited for spokesperson is 5 minutes.

Applicant Comment

Jeremy Bach introduced himself and stated that he was here to answer Commission questions.

Todd Scantlebury thanked Jeremy for being here and identified the General Plan's definition of Open Space. He asked Jeremy how he figured out the Open Space. Jeremy stated it was figured by removing all parking area, and it included all green space, landscape, and walking path. There is no pavement included in that calculation.

John Knight clarified that applicants engineer used everything but buildings and asphalt to figure out open space.

Commissioner Foreman asked about how many Aquatec will be required for entire development.

Jeremy Bach stated that there will be two (2) on each end of the development and that final calculations are not complete, but they will install whatever they need to handle

development needs and that they will easily be able to hook into Town sewer when it gets to the development.

Commissioner Blue asked about temperature that information states and prohibited discharges and saying that this may differ. Have you talked to the County about this? Jeremy stated that this has been approved by ADEQ and has been submitted to the County and is moving forward in the permitting process.

Commissioner Osses doesn't understand how it was submitted to the County. Her calculations do not match what he says that he is going to have. She states that this system is not going to work for what he is proposing to develop. Jeremy responded that everything that gets approved through the Town, County and ADEQ everything is sized from a mathematical perspective, and this is what the County is telling him he needs based on his current unit mix. I am going to do what the professionals say and need to be addressed at a permit level. Commissioner Osses asked John does the Town approve this treatment plant or is it just to show us what they are going to put in. John Knight responded that what we are supposed to approve Final Site Plan and not the sewer system, it is not to serve as a lay engineer on the details of the sewer system, we have professionals for that. We will not issue a permit until the County has signed off on the sewer approval. The Commissioners job is to sign off if the requested site plans are in significant conformance with the approved PAD. We included the information because the Commission requested it. It is out of the authority of the Commission.

Chairman Faiella stated that this is important for us to determine the suitability of the project. John replied the County has not approved the septic system yet, but we will not issue a building permit without approval.

Commissioner Osses stated Jeremy "he" says it is approved. Jeremy stated we have our plans turned in. The system is an approved system through ADEQ who the governing body of septic systems are. Now we are designing it in the accordance so that when we submit permits it has already been approved by ADEQ. We are doing this because there is no Town sewer there yet.

Commissioner Osses said but you aren't building it. You are selling parcels. Jeremy responded that he is the developer and doing the building.

Commissioner Blue asked John if he could put a reversionary clause on a site plan. John stated no, this is not zoning it is approval of site plan. Again this is to see if it is in substantial conformance with previously approved PAD.

Commissioner Faiella, asked if RV spaces meet the size required by Town Code. Jeremy responded yes and that we went through Development Standards Review. Commissioner Faiella asked about sewer treatment plant and because away from infrastructure, what happens if a plant breaks down. Jeremy stated that there are redundancy models in place so we can reroute sewage as or if needed. Commissioner Faiella, are there any parks. Jeremy stated yes there are parks and maybe an additional community pool. Jeremy approached and showed it to the Commission.

Any additional Commission discussion.

Drew opened for Public Comment.
There were no Blue Cards and no one on Zoom.

Commission Discussion

Commissioner Foreman stated that no building permits are issued until the applicant demonstrates to ADEQ and the Town that the wastewater system is viable.

Motion was made by Commissioner Hough to recommend to the Mayor and Common Council for approval of Final Site Plan for two (2) development sites located within High View at Boulder Creek Planned Area Development (PAD), zoned C-3 PAD (Commercial: Heavy Commercial – Planned Area Development) and C2-PAD (Commercial: General Sales and Services – Planned Area Development), specifically Site Plans for Zane Grey at High View RV Park located on parcel 403-15-003V, Zane Grey At High View Multi-Family and Commercial on parcel 403-15-003U, Camp Verde, Yavapai County, Arizona. Second was made by Vice Chairman Todd Scantlebury.

Commission Discussion

Commissioner Hough apologized for missing the last meeting. He does not know why we are talking about the sewer when it is not our problem and Open Space is not defined. The applicant is going to make it as attractive as he can to illicit business. He again apologizes.

Commissioner Osses disagrees with Commissioner Hough. She thinks it is part of her job.

Commissioner Scantlebury read the definitions of open space from the General Plan.

Roll Call:

Chairman Faiella: aye
Vice Chairman Scantlebury: aye
Commissioner Blue: no
Commissioner Hough: aye
Commissioner Tippet: aye
Commissioner Osses: no
Commissioner Foreman: aye

Motion passed 5-2

Chairman Faiella poled the Commission on why they voted the way they did.



ORDINANCE 2019 A445

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA FOR A ZONING MAP CHANGE FROM RR-2A (RURAL RESIDENTIAL, 2-ACRE MINIMUM LOT SIZE) AND C3 (COMMERCIAL: HEAVY COMMERCIAL) TO A PLANNED AREA DEVELOPMENT (PAD) WITH C2 (COMMERCIAL: GENERAL SALES & SERVICE) ZONING FOR A PROPOSED MIXED-USE MASTER PLANNED COMMUNITY. THE PROPERTY IS APPROXIMATELY 185 ACRES, LOCATED ON THE SOUTH SIDE OF STATE ROUTE 260 AT AULTMAN PARKWAY, APN 403-15-007B, 403-15-003Q, AND 403-15-003R, IN CAMP VERDE, YAVAPAI COUNTY, ARIZONA, AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE THIRTY (30) DAYS AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, the Town of Camp Verde adopted the Planning and Zoning Ordinance 2011-A374, approved May 25, 2011, and

WHEREAS, Part 6, Section 600(C)(1) of the Planning and Zoning Ordinance allows for the amendment, supplementation or change of zoning boundaries by the Town Council of the Zoning Map of Camp Verde under the Planning & Zoning Ordinance, and

WHEREAS, the Mayor and Council find that the requested re-zoning will be beneficial to the community and is in conformity with the Camp Verde General Plan, and

WHEREAS, the Mayor and Council find that the procedures required by ARS §9-462.03 and 9-462.04 have been complied with in connection with this zoning action, and

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

Section 1. The Town Council hereby finds as follows:

- A. A request for Zoning Map Change 2019-A445 was filed by Dugan McDonald, property owner, to rezone the subject parcels from RR-2A (Rural Residential, 2-Acre Minimum Lot SIZE) AND C3 (Commercial: Heavy Commercial) to a Planned Area Development (PAD) with C2 (Commercial: General Sales & Service) zoning for a proposed mixed-use Master Planned Community FOR the following described real property: The legal description is attached as exhibit "A". The above described parcel contains an area of approximately 185 acres.**

- B. The Planning & Zoning Commission reviewed the request on May 2, 2019 in a public hearing that was advertised and posted according to state law and recommended approval of Zoning Map Change 2019-0065.
- C. The proposed Zoning Map Change Amendment will not constitute a threat to the health, safety, welfare or convenience to the general public and should be approved.
- D. The Waiver of Diminution of Value Claim has been signed by the property owners and is attached as exhibit "B".

Section 2. That this ordinance be hereby expressly conditioned as follows:

- 1. Approval by the Town Council of a Final Development Site Plan to be reviewed by the Planning and Zoning Commission, and approved by the Town of Camp Verde Town Council as required by the Town of Camp Verde Planning and Zoning Ordinance and Subdivision Regulations Section 203 L.2. PAD (Planned Area Development), Scope, Site Plan requirements, Section 400 D.1. prior to issuance of any building permits;

In the event of non-compliance with any of the above conditions, the zoning designation for the described properties may revert from C2-PAD (Commercial: General Commercial/Planned Area Development) back to the original designation of RR-2A (Rural Residential, 2-Acre Minimum Lot SIZE) AND C3 (Commercial: Heavy Commercial) in accordance with the procedures set forth in ARS §9-462.01(E).

Section 3. All ordinances or parts of ordinances adopted by the Town of Camp Verde in conflict with the provisions of this ordinance or any part of the code adopted, are hereby repealed, effective as of the effective date of this ordinance.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5. This ordinance is effective upon the expiration of a thirty 30-day period following the adoption hereof and completion of publication and any posting as required by law.

PASSED AND APPROVED BY A MAJORITY VOTE OF THE TOWN COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA ON THIS 22ND DAY OF MAY, 2019.


Charles German - Mayor

Date: May 23, 2019

Approved as to form:


Attest: 
Judith Morgan, Town Clerk



ORDINANCE 2021 A461

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, FOR AN APPLICATION SUBMITTED BY HIGH VIEW, LLC, FOR A MAJOR AMENDMENT TO THE ZONING DISTRICTS FOR AN EXISTING C2-PAD (COMMERCIAL: GENERAL SALES AND SERVICE, PLANNED AREA DEVELOPMENT), FOR THE BOULDER CREEK MASTER PLAN. THE REQUEST IS TO INCLUDE C3 (COMMERCIAL: HEAVY COMMERCIAL) AND M1 (INDUSTRIAL: GENERAL) DISTRICTS WITHIN THE MASTER PLAN TO ALLOW FOR A BROADER RANGE OF LAND USES. THE PROPERTY IS LOCATED ON PARCELS 403-15-003T, 403-15-003U, 403-15-003V, 403-15-003W, AND 403-15-003X (FORMERLY 403-15-003S), IN CAMP VERDE, YAVAPAI COUNTY, ARIZONA.

WHEREAS, the Town of Camp Verde adopted the Planning and Zoning Ordinance 2011-A374, approved May 25, 2011, and

WHEREAS, Part 6, Section 600(C)(1) of the Planning and Zoning Ordinance allows for the amendment, supplementation or change of zoning boundaries by the Town Council of the Zoning Map of Camp Verde under the Planning & Zoning Ordinance, and

WHEREAS, the Mayor and Council find that the requested re-zoning will be beneficial to the community and is in conformity with the Camp Verde General Plan, and

WHEREAS, the Mayor and Council find that the procedures required by ARS §9-462.03 and 9-462.04 have been complied with in connection with this zoning action, and

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

Section 1. The Town Council hereby finds as follows:

- A. A request for a Major Amendment to an existing C2-PAD was filed by Dugan McDonald, property owner, to include C3 (Commercial: Heavy Commercial) and M1 (Industrial: General) to a Planned Area Development (PAD) with C2 (Commercial: General Sales & Service) zoning to allow a broader range of land uses within the Boulder Creek Master Planned Community.
- B. The new land uses, zoning designations, and land survey are attached as Exhibit "A".
- C. The Planning & Zoning Commission reviewed the request on January 14, 2021, in a public hearing that was advertised and posted according to state law, and recommended approval of the application.

- C. The proposed Major Amendment will not constitute a threat to the health, safety, welfare or convenience to the general public and should be approved.
- D. The Waiver of Diminution of Value Claim has been signed by the property owner and is attached as Exhibit "B".

Section 2. That this ordinance be hereby expressly conditioned as follows:

1. All future developments within this Planned Area Development will require the approval by the Town Council of a Final Site Plan to be reviewed by the Planning and Zoning Commission, and approved by the Town of Camp Verde Town Council as required by the Town of Camp Verde Planning and Zoning Ordinance and Subdivision Regulations Section 203 L.2 PAD (Planned Area Development), Scope, and Site Plan requirements, Section 400 D.1 Submittals, prior to issuance of any building permits;

Section 3. All ordinances or parts of ordinances adopted by the Town of Camp Verde in conflict with the provisions of this ordinance or any part of the code adopted, are hereby repealed, effective as of the effective date of this ordinance.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

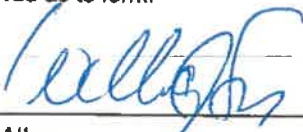
Section 5. This ordinance is effective upon the expiration of a thirty 30-day period following the adoption hereof and completion of publication and any posting as required by law.

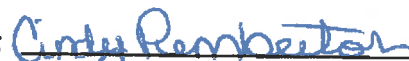
PASSED AND APPROVED BY A MAJORITY VOTE OF THE TOWN COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA ON THIS 3RD DAY OF FEBRUARY, 2021.

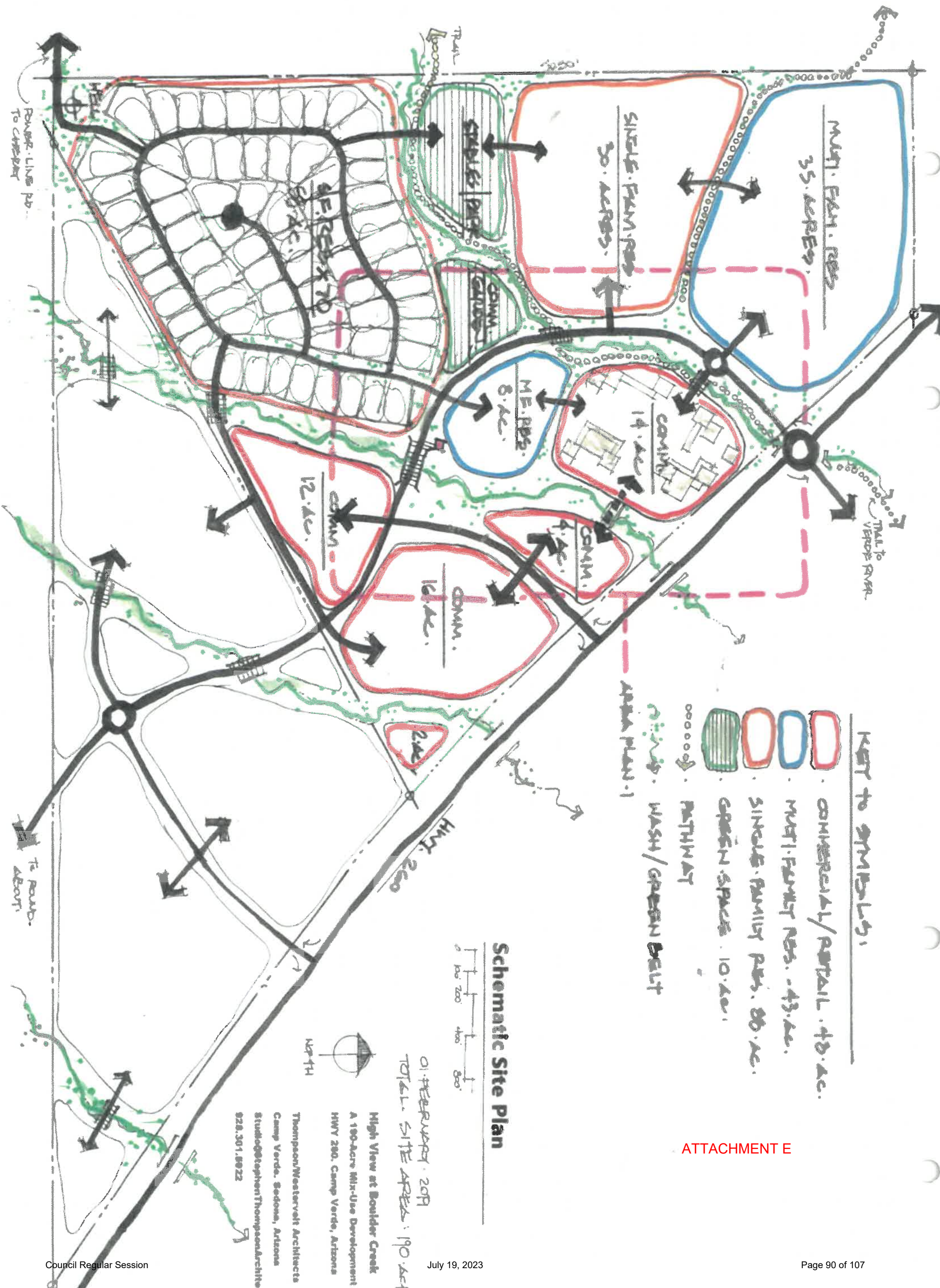

Dee Jenkins, Mayor

Date: March 17, 2021

Approved as to form:


Town Attorney

Attest: 
Cindy Remberton, Town Clerk



ATTACHMENT E

EXHIBIT DRAWING

"HIGH VIEW AT BOULDER CREEK"
A PORTION OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 4 EAST,
GILA & SALT RIVER BASE & MERIDIAN,
YAVAPAI COUNTY, ARIZONA

LEGEND:

- INDICATES FOUND GOVERNMENT MONUMENT AS NOTED
- INDICATES FOUND MONUMENT AS NOTED
- INDICATES SET 1/2" REBAR WITH PLASTIC CAP STAMPED "LS 48860"
- INDICATES FOUND A.D.O.T. ALUMINUM CAP
- INDICATES CALCULATED POSITION
- INDICATES CHORD BEARING
- INDICATES CHORD DISTANCE
- INDICATES MEASURED FIELD DIMENSION
- INDICATES CALCULATED DIMENSION
- INDICATES EASEMENT AS NOTED

LINE TABLE

L1	S84° 07' 17"W 70.66(A)	L12	S41° 57' 08"E 55.13(M)
L2	S03° 10' 39"W 70.71(R3)	L13	S41° 49' 21"E (R3)
L3	S48° 07' 35"W 196.35(M)	L14	S41° 52' 06"E 64.93(M)
L4	S41° 49' 21"E (R3)	L15	N39° 16' 12"E 1.85(M)
L5	N48° 06' 56"E 109.42(C)	L16	N27° 32' 27"E 26.17(M)
L6	N48° 43' 51"E 76.71(C)	L17	S27° 32' 27"W 41.70(M)
L7	S48° 08' 54"E 120.00(R3)	L18	S27° 23' 48"E 107.29(M)
L8	S41° 52' 06"E 120.00(R3)	L19	S71° 10' 22"E 165.67(M)
L9	S41° 49' 21"E 120.00(R3)	L20	S71° 10' 22"E 206.68(M)
L10	N48° 06' 56"E 120.00(R3)	L21	S41° 52' 50"E 45.02(M)
L11	S41° 54' 31"E 120.22(M)	L22	S41° 52' 50"E 45.02(M)
L12	S41° 49' 21"E 120.22(M)	L23	N00° 01' 02"W 49.85(R3)

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THIS EXHIBIT DRAWING MAP AND THE FIELD SURVEY ON WHICH IT IS BASED WERE CONDUCTED UNDER MY DIRECT SUPERVISION, AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS MAP IS SUBMITTED SUBJECT TO ALL CONDITIONS, RESERVATIONS, AND LIMITATIONS OF THE PUBLIC RECORD ON THIS 5TH DAY OF OCTOBER, 2022.

SHANE M. NAUBERT R.L.S.

GRAPHIC SCALE



JOB #HIGH VIEW
DATE: 10/05/2022
SHEET 1 OF 1
DRAWN BY:SMN

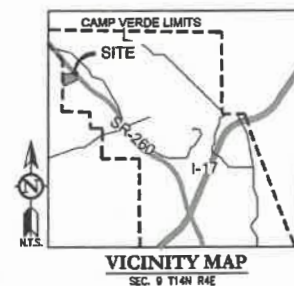
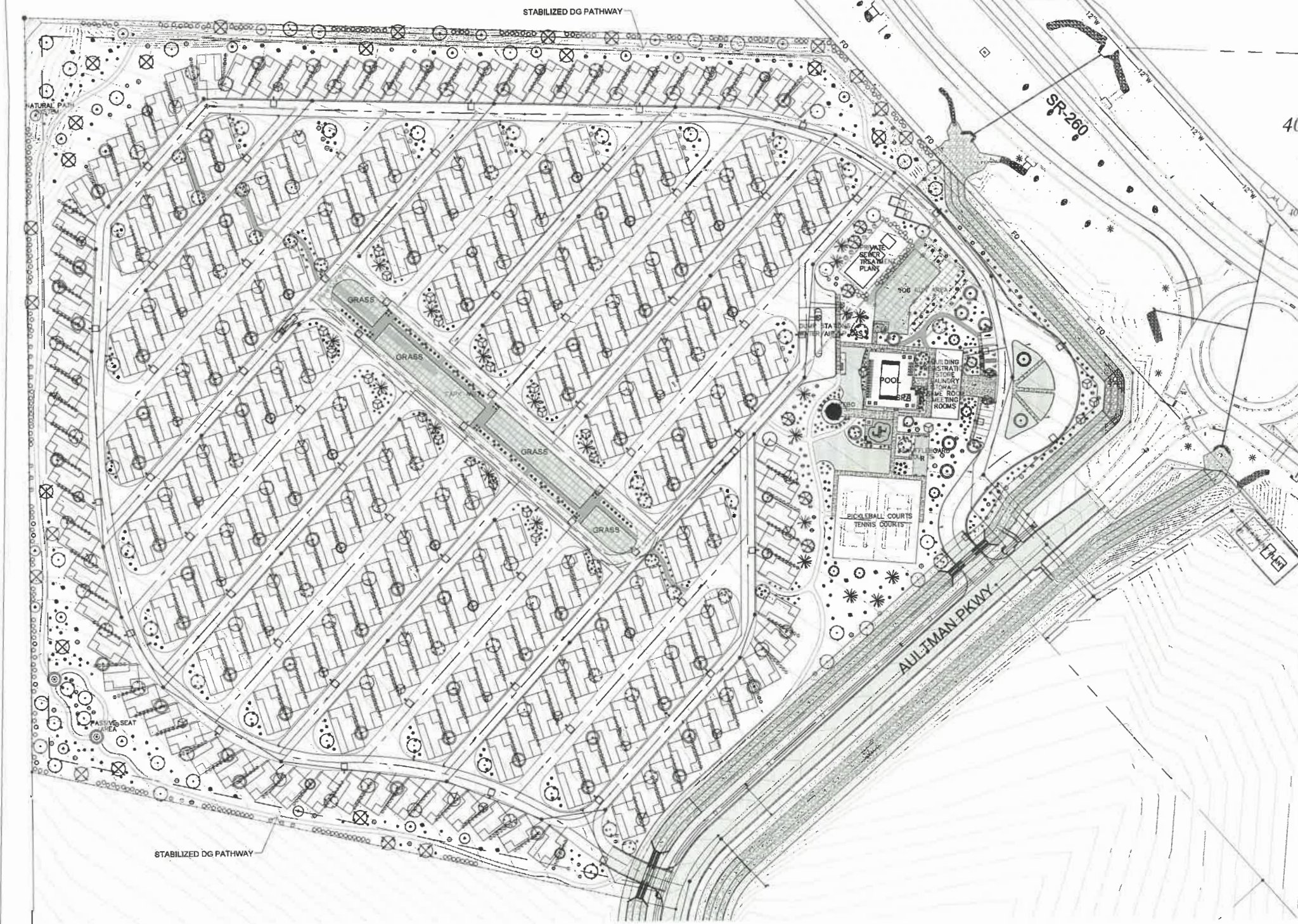
LAND SURVEYING & MAPPING INC.

SHANE M. NAUBERT, R.L.S.

PO BOX 3370

CAMP VERDE, AZ 86322

(928) 867-9170



PLANT LEGEND					
40 SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY	COMMENTS
Deciduous Accent Trees					
	Chilopsis linearis 'Bubba'	Seedless Desert Willow	25 Gal.	28	Multi Trunk, Dense Canopy
	Prunus spp.	Purple Leaf Plum	25 Gal.	51	Multi Trunk, Dense Canopy
	Vitex agnus-castus	Vitex	15 Gal.	22	Multi Trunk, Dense Canopy
Deciduous Shade Trees					
	Fraxinus velutina	Arizona Ash	15 Gal.	11	Standard Trunk, Dense Canopy
	Gleditsia hybrid	Sigline or Shademaster Honey Locust	25 Gal.	30	Multi Trunk, Dense Canopy
	Platanus chinensis	Chinese Platane	15 Gal.	60	Standard Trunk, Dense Canopy
	Platanus 'Bloodgood'	'Bloodgood' Sycamore	25 Gal.	58	Standard Trunk, Dense Canopy
	Prosopis juliflora	Velvet Mesquite	24" Box	27	Multi Trunk, Dense Canopy
EVERGREEN SHADE TREES					
	Quercus spp.	Oak	25 Gal.	53	Standard Trunk, Dense Canopy
EVERGREEN SCREEN TREES					
	Cedrus deodara	Deodar Cedar	6" B&B	6	Standard Trunk, Dense Canopy
	Cupressus arizonica	Arizona Cypress	25 Gal.	39	Standard Trunk, Dense Canopy
	Pinus edulis	Afghan Pine	25 Gal.	21	Standard Trunk, Dense Canopy
SHRUBS					
	Anisacanthus thurberi	Desert Honeycuckle	5 Gal.	19	Per Plan
	Caesalpinia gilliesii	Yellow Bird of Paradise	5 Gal.	28	Per Plan
	Calliandra eriophylla	Pink Fairy Duster	5 Gal.	37	Per Plan
	Dalea pulchra	Bush Daisies	5 Gal.	18	Per Plan
	Leucophyllum Species	Sage	1 Gal.	1,962	Per Plan
	Mahonia aquifolium	Oregon Grape	5 Gal.	49	Per Plan
	Photinia x fraseri	Red Tip Photinia	5 Gal.	228	Per Plan
	Rhus trilobata	Three Leaf Sumac	5 Gal.	21	Per Plan
	Salvia greggii	Autumn Sage	5 Gal.	79	Per Plan
	Simmondsia chinensis	Josua	5 Gal.	31	Per Plan
	Vauquelinia californica	Arizona Rosewood	5 Gal.	18	Per Plan
GRASSES					
	Aristida purpurea	Purple Three Awn	15 Gal.	70	Per Plan
	Muhlenbergia rigens	Deer Grass	5 Gal.	77	Per Plan
ACCENTS					
	Agave spp.	Agave As Selected	5 Gal.	30	Per Plan
	Dasylirion wheeleri	Desert Spoon	5 Gal.	18	Per Plan
	Hesperaloe parviflora	Red Yucca	5 Gal.	227	Per Plan
	Opuntia violacea	Purple Prickly Pear	5 Gal.	12	Per Plan
	Yucca baccata	Barnes Yucca	5 Gal.	7	Per Plan
GROUND COVERS					
	Dalea greggii	Creeping Daisies	1 Gal.	101	Per Plan
	Ericameria laurifolia	Turpentine Bush	1 Gal.	67	Per Plan
	Krascheninnikovia lanata	Winterfat	1 Gal.	12	Per Plan
	Mahonia repens	Creeping Oregon Grape	1 Gal.	16	Per Plan
	Penstemon spp.	Penstemon As Selected	1 Gal.	28	Per Plan
	Rosmarinus 'prostratus'	Creeping Rosemary	1 Gal.	82	Per Plan
MISCELLANEOUS					
	Decomposed Granite - Size: 1/2" Screened Color: 'Mahogany Brown' by RockPross 2" depth in all planting areas (1" top)				
	Stabilized DG Pathway - Size: 1/4" Minus Color: 'Mahogany Brown' by RockPross 2" compacted depth				
	Grass-Sod				
	Turf Playground Soft Fall Surface				

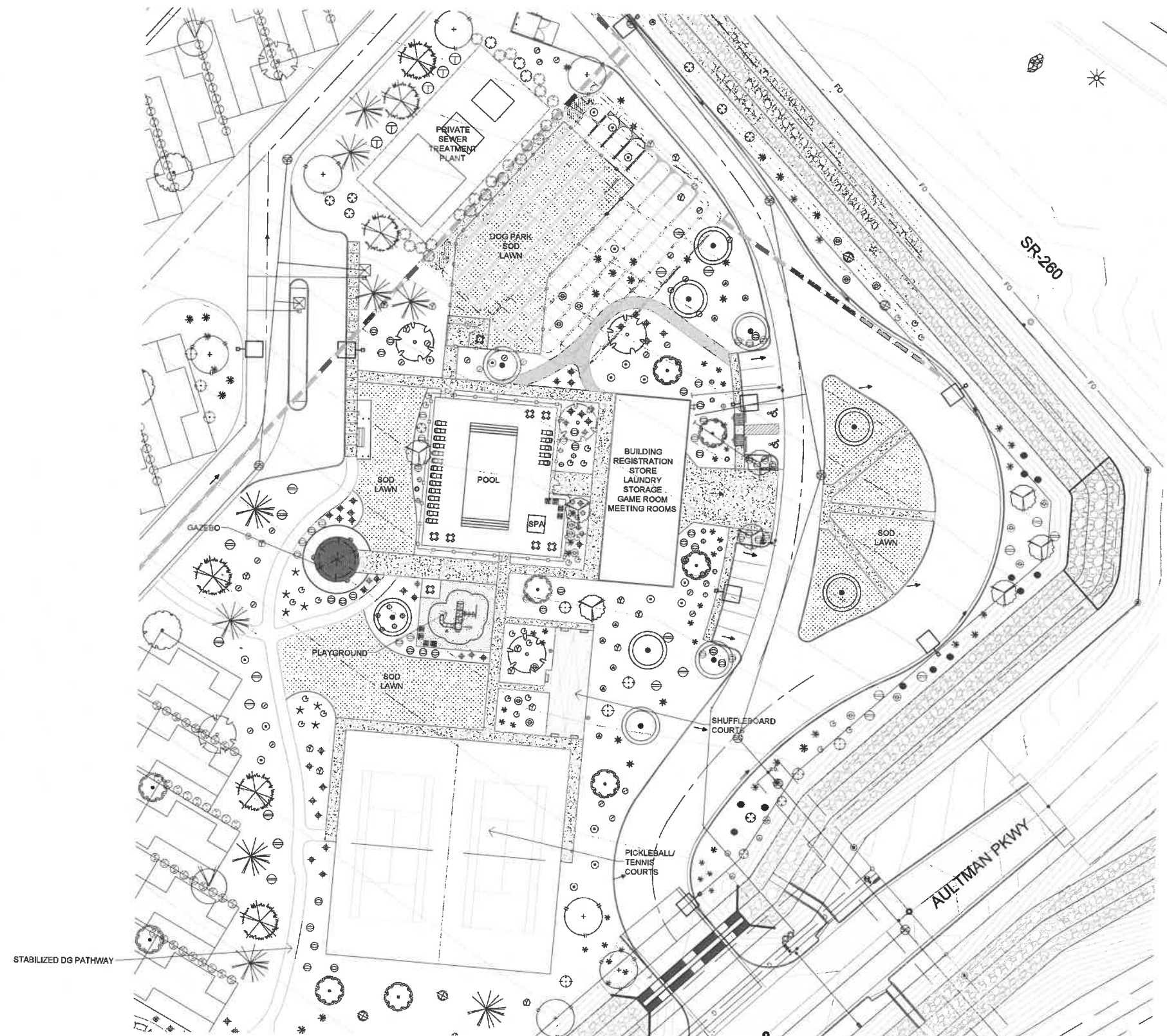


LANDSCAPE AREA
RV PARK LANDSCAPE AREA: 876,407 S.F.

hillman
workshop
landscape architecture
2901 n. highland ave
phoenix, az 85016
480-686-2001

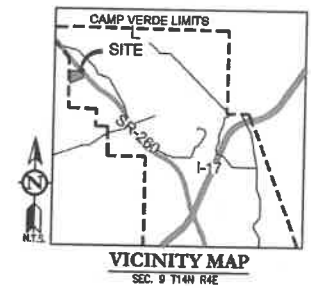
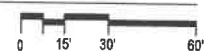
EXPIRES 03/17/23
Entry Update

High View RV Park at Boulder Creek
W. State Route 260, Camp Verde, AZ



PLANTING ENLARGEMENT

SCALE: 1"=30'-0"



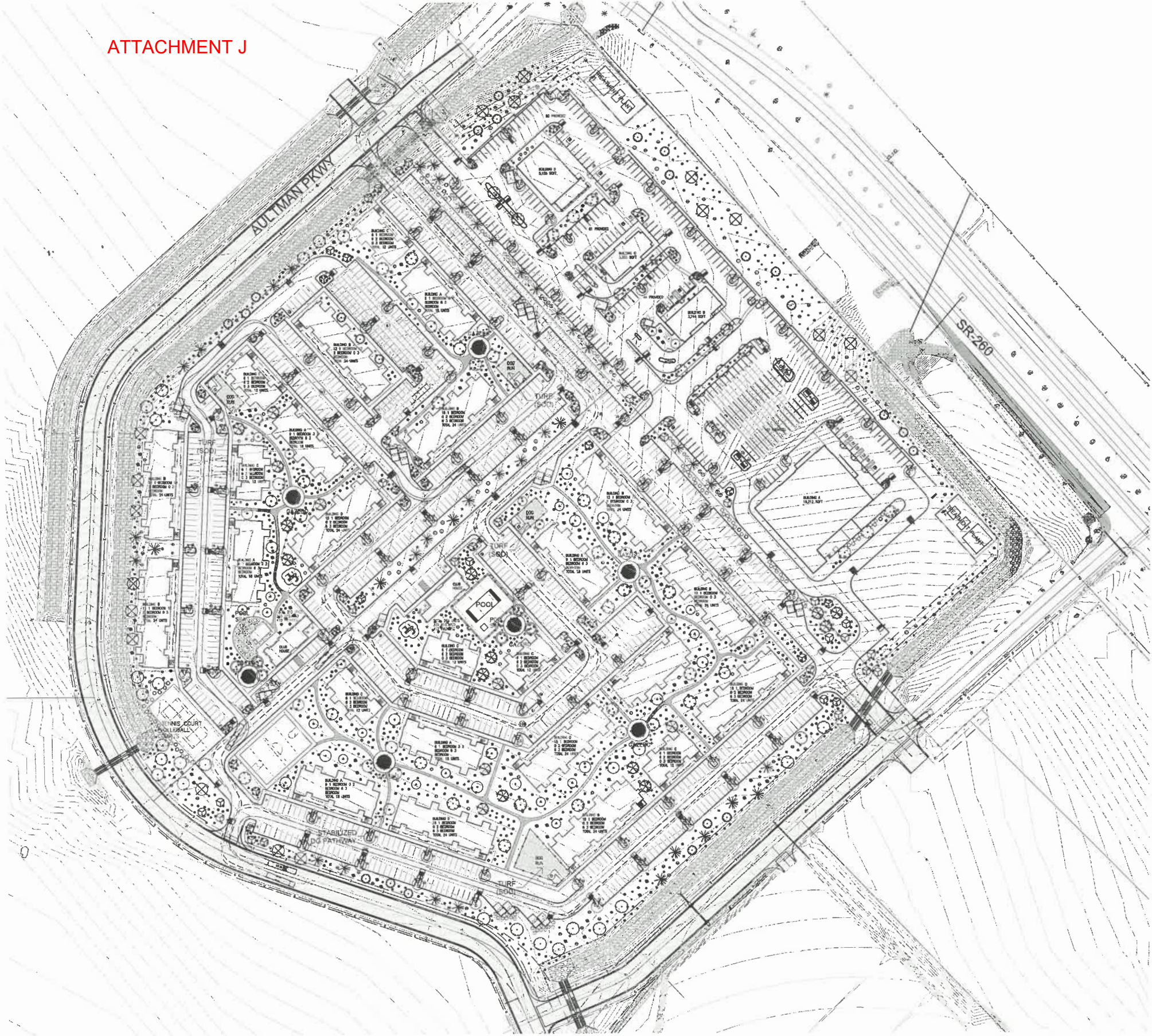
PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY	COMMENTS
Deciduous Accent Trees					
	<i>Chilopsis linearis</i> 'Bubba'	Seedless Desert Willow	25 Gal.	28	Multi Trunk, Dense Canopy
	<i>Prunus</i> spp.	Purple Leaf Plum	25 Gal.	51	Multi Trunk, Dense Canopy
	<i>Vitex agnus-castus</i>	Vitex	15 Gal.	22	Multi Trunk, Dense Canopy
Deciduous Shade Trees					
	<i>Fraxinus velutina</i>	Arizona Ash	15 Gal.	11	Standard Trunk, Dense Canopy
	<i>Gleditsia</i> hybrid	Skyline or Shademaster Honey Locust	25 Gal.	30	Multi Trunk, Dense Canopy
	<i>Pistacia chinensis</i>	Chinese Pistache	15 Gal.	80	Standard Trunk, Dense Canopy
	<i>Platanus</i> 'Bloodgood'	'Bloodgood' Sycamore	25 Gal.	58	Standard Trunk, Dense Canopy
	<i>Prosopis velutina</i>	Velvet Mesquite	24" Box	27	Multi Trunk, Dense Canopy
EVERGREEN SHADE TREES					
	<i>Quercus</i> spp.	Oak	25 Gal.	53	Standard Trunk, Dense Canopy
EVERGREEN SCREEN TREES					
	<i>Cedrus deodara</i>	Deodar Cedar	6" B&B	6	Standard Trunk, Dense Canopy
	<i>Cupressus arizonica</i>	Arizona Cypress	25 Gal.	39	Standard Trunk, Dense Canopy
	<i>Pinus eldarica</i>	Afghan Pine	25 Gal.	21	Standard Trunk, Dense Canopy
SHRUBS					
	<i>Anisacanthus thurberi</i>	Desert Honeysuckle	5 Gal.	19	Per Plan
	<i>Cassia alba</i>	Yellow Bird of Paradise	5 Gal.	28	Per Plan
	<i>Calliandra eriophylla</i>	Pink Fairy Duster	5 Gal.	37	Per Plan
	<i>Dalea pulchra</i>	Bush Dalea	5 Gal.	18	Per Plan
	<i>Leucophyllum</i> Species	Sage	1 Gal.	1,962	Per Plan
	<i>Mahonia aquifolium</i>	Oregon Grape	5 Gal.	49	Per Plan
	<i>Photinia x fraseri</i>	Red Tip Photinia	5 Gal.	228	Per Plan
	<i>Rhus trilobata</i>	Three Leaf Sumac	5 Gal.	21	Per Plan
	<i>Salvia greggii</i>	Autumn Sage	5 Gal.	79	Per Plan
	<i>Simmondsia chinensis</i>	Jojoba	5 Gal.	31	Per Plan
	<i>Vauquelinia californica</i>	Arizona Rosewood	5 Gal.	18	Per Plan
GRASSES					
	<i>Aristida purpurea</i>	Purple Three Awn	15 Gal.	70	Per Plan
	<i>Muhlenbergia rigens</i>	Deer Grass	5 Gal.	77	Per Plan
ACCENTS					
	<i>Agave</i> spp.	Agave As Selected	5 Gal.	30	Per Plan
	<i>Dasylirion wheeleri</i>	Desert Spoon	5 Gal.	18	Per Plan
	<i>Hesperaloe parviflora</i>	Red Yucca	5 Gal.	227	Per Plan
	<i>Opuntia violacea</i>	Purple Prickly Pear	5 Gal.	12	Per Plan
	<i>Yucca beccata</i>	Banana Yucca	5 Gal.	7	Per Plan
GROUND COVERS					
	<i>Dalea greggii</i>	Creeping Dalea	1 Gal.	101	Per Plan
	<i>Ericameria laricina</i>	Turpentine Bush	1 Gal.	87	Per Plan
	<i>Krascheninnikovia lanata</i>	Winterfat	1 Gal.	12	Per Plan
	<i>Mahonia repens</i>	Creeping Oregon Grape	1 Gal.	16	Per Plan
	<i>Penstemon</i> spp.	Penstemon As Selected	1 Gal.	28	Per Plan
	<i>Rosmarinus 'prostratus'</i>	Creeping Rosemary	1 Gal.	82	Per Plan
MISCELLANEOUS					
	Decomposed Granite - Size: 1/2" Screened Color: Mahogany Brown by RockProcs 2" depth in all planting areas (Typ)				
	Stabilized DG Pathway - Size: 1/4" Minus Color: Mahogany Brown by RockProcs 2" compacted depth				
	Grass- Sod				
	Turf Playground Soft Fall Surface				

High View RV Park at Boulder Creek
W. State Route 260, Camp Verde, AZ

DATE: 12.19.22

Planting
Enlargement

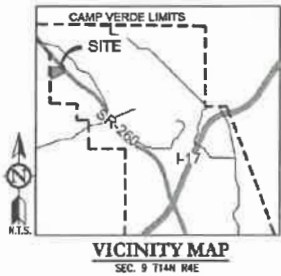


PLANTING PLAN

SCALE: 1"=80'-0"



LANDSCAPE AREAS	498,756 S.F.
MULTI-FAMILY LANDSCAPE AREA	293,214 S.F.
COMMERCIAL LANDSCAPE AREA	



PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY	COMMENTS
Deciduous Accent Trees					
	Chiloopsis linearis 'Bubba'	Seedless Desert Willow	25 Gal.	24	Multi Trunk, Dense Canopy
	Prunus spp.	Purple Leaf Plum	25 Gal.	96	Multi Trunk, Dense Canopy
	Vitex agnus-castus	Vitex	15 Gal.	23	Multi Trunk, Dense Canopy
Deciduous Shade Trees					
	Fraxinus velutina	Arizona Ash	15 Gal.	23	Standard Trunk, Dense Canopy
	Gleditsia hybrid	Skyline or Shademaster Honey Locust	25 Gal.	98	Multi Trunk, Dense Canopy
	Pistacia chinensis	Chinese Pistache	15 Gal.	6	Standard Trunk, Dense Canopy
	Platanus 'Bloodgood'	'Bloodgood' Sycamore	25 Gal.	27	Standard Trunk, Dense Canopy
	Prosopis velutina	Velvet Mesquite	24" Box	18	Multi Trunk, Dense Canopy
EVERGREEN SHADE TREES					
	Quercus spp.	Oak	25 Gal.	34	Standard Trunk, Dense Canopy
EVERGREEN SCREEN TREES					
	Cedrus deodara	Deodar Cedar	6" B&B	19	Standard Trunk, Dense Canopy
	Cupressus arizonica	Arizona Cypress	25 Gal.	13	Standard Trunk, Dense Canopy
	Pinus eldarica	Alghan Pine	25 Gal.	42	Standard Trunk, Dense Canopy
SHRUBS					
	Anisacanthus thurberi	Desert Honeysuckle	5 Gal.	117	Per Plan
	Ceanothus gilliesii	Yellow Bird of Paradise	5 Gal.	79	Per Plan
	Calliandra eriophylla	Pink Fairy Duster	5 Gal.	62	Per Plan
	Dalea pulchra	Bush Dalea	5 Gal.	100	Per Plan
	Leucophyllum species	Sage	1 Gal.	290	Per Plan
	Mahonia aquifolium	Oregon Grape	5 Gal.	25	Per Plan
	Photinia x fraseri	Red Tip Photinia	5 Gal.	69	Per Plan
	Rhus trilobata	Three Leaf Sumac	5 Gal.	33	Per Plan
	Salvia greggii	Autumn Sage	5 Gal.	201	Per Plan
	Simmondsia chinensis	Jojoba	5 Gal.	62	Per Plan
	Vauquelinia californica	Arizona Rosewood	5 Gal.	99	Per Plan
GRASSES					
	Aristida purpurea	Purple Three Awn	5 Gal.	128	Per Plan
	Muhlenbergia rigens	Deer Grass	5 Gal.	243	Per Plan
ACCENTS					
	Agave spp.	Agave As Selected	5 Gal.	72	Per Plan
	Dasylirion wheeleri	Desert Spoon	5 Gal.	110	Per Plan
	Hesperaloe parviflora	Red Yucca	5 Gal.	240	Per Plan
	Opuntia violacea	Purple Prickly Pear	5 Gal.	56	Per Plan
	Yucca beccata	Banana Yucca	5 Gal.	84	Per Plan
GROUND COVERS					
	Dalea greggii	Creeping Dalea	1 Gal.	278	Per Plan
	Encarnetia laricifolia	Turpentine Bush	1 Gal.	109	Per Plan
	Krascheninnikovia lanata	Winterfat	1 Gal.	31	Per Plan
	Mahonia repens	Creeping Oregon Grape	1 Gal.	45	Per Plan
	Penstemon spp.	Penstemon As Selected	1 Gal.	67	Per Plan
	Rosmarinus 'prostratus'	Creeping Rosemary	1 Gal.	60	Per Plan
MISCELLANEOUS					
	Decomposed Granite - Size: 1/2" Screened Color: 'Mahogany Brown' by RockPross				2" depth in all planting areas (Typ)
	Stabilized DG Pathway - Size: 1/4" Minus Color: 'Mahogany Brown' by RockPross				2" compacted depth
	Grass- Sod				
	Turf Playground Soft Fall Surface				

High View Multi-Family & Commercial
W. Highway 260, Camp Verde, AZ

02.13.23

Planting Plan

L1.0

1 of 1

G. C2 DISTRICT (Commercial: General sales and services)

1. Purpose:

The C2 District is intended to permit a broader range of business uses compatible with permitted residential uses in the District and surrounding vicinity.

Permitted Uses and Structures:

- a. Agriculture and cultivation.
- b. Antique Sales.
- c. Automobile & machinery sales (See Section 309 for outside display requirements).
- d. Automobile repair (light).
- e. Automotive service stations.
- f. Baking and confection cooking for on-site sale only.
- g. Bars, tap rooms and nightclubs.
- h. Bed and Breakfast.
- i. Bowling alleys and poolrooms.
- j. Business offices, banks and similar; including drive-through.
- k. Commercial art galleries.
- l. Commercial bath and massage.
- m. Commercial parking facilities.
- n. Community parks, playgrounds or centers.
- o. Custom service and craft shops.
- p. Dancing, art, music, business and trade schools (including permission for public recitals, concerts and dances).
- q. Dwelling unit for one family on any one lot (Manufactured, Modular or Site Built). Mobile Homes Prohibited (See Part 3 Section 306.B.1.b.3).
- r. Educational institutions (including private schools, provided they offer curriculum of general instruction comparable to similar public schools).
- s. Flood control facilities.
- t. Frozen food lockers.
- u. Golf courses with accessory uses such as pro shops, shelters, and rest rooms.
- v. Group or cluster of dwelling units (attached or detached) each having separate individual ownership and providing common services and recreation facilities under unified management.
- w. Historical Landmarks.
- x. Home occupations (See Section 303).
- y. Hospitals, clinics, sanitariums, nursing homes and assisted living care facilities (intermediate, extended and long-term) for the care of humans.
- z. Hotels and motels with five or more guest rooms.
- aa. Keeping of farm animals, limited (See Section 305).

- bb. Launderettes (limited to machines not exceeding 25 pounds capacity according to manufacturer's rating).
- cc. Miniature golf establishment.
- dd. Mortuary.
- ee. Multiple dwelling units and apartment hotels.
- ff. Nursery schools; day care centers (child or adult).
- gg. Offices wherein only professional, clerical or sales services (such as real estate or insurance) are conducted.
- hh. Open land carnival and recreation facilities (religious & educational institutions).
- p. Other accessory uses commonly associated with primary permitted use (See Section 301 C).
- ii. Personal services.
- jj. Pet shops within enclosed buildings for the display and sale of household pets and other small animals.
- kk. Private clubs and lodges operated solely for the benefit of bona fide members.
- ll. Religious institutions (in permanent buildings).
- mm. Restaurants and cafes, including drive-through.
- nn. Retail sales.
- oo. Sales (retail and wholesale) and rentals.
- pp. Theaters, auditoriums, banquet and dance halls.
- qq. Veterinary services.
- rr. Water distillation and bottling for retail sales only.
- ss. Microbreweries or Wineries for the manufacture and processing of beer or wine respectively for onsite consumption or wholesale distribution with the following limitations:
 - 1. All such manufacturing and processing activity shall be conducted within a completely enclosed building along with all materials used for manufacture – processing. Products ready for shipping must be stored within a closed building.
 - 2. A microbrewery in the C2 District may process and produce up to 150,000 U.S. Gallons of beer per year.
 - 3. A winery in the C2 District may process and produce up to 18,000 U.S. Gallons of wine per year.

2. Uses and Structures Subject to Use Permit:

- a. Government facilities and facilities required for the provision of utilities and public services
- b. Outdoor recreation or assembly facilities.
- c. Mobile/manufactured home and recreational vehicle parks subject to the requirements of Section 306.
 - 1) Notwithstanding the foregoing, in the event a Planned Area Development (PAD) District is established per Section 203, this use may be included in any Development Plan thereunder and approved without being subject to a Use Permit application and hearing procedures set forth in Section 601.
- d. Transmitter stations and towers for automatic transmitting.
- c. Revival tents and similar temporary operations (See Section 601.D).

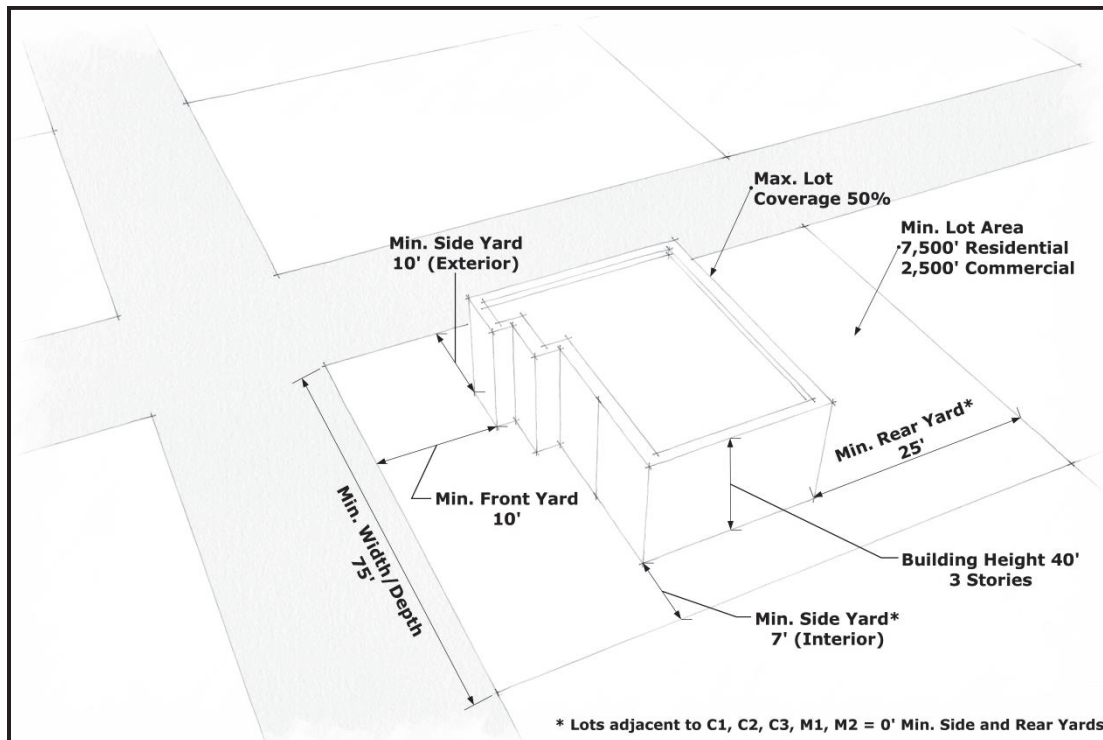
e. Temporary Use Permits, subject to administrative approval (See Section 601.C):

- 1) Occupancy of temporary housing, including travel trailers, during the construction of a permanent dwelling is allowed during the 12-month period after issuance of a building permit.
- 2) Model homes, temporary offices (construction and pre-construction sales offices/showrooms), construction sheds and yards incidental to a recorded residential development or other construction project (subject to District setbacks) for a period not to exceed 12 months.

Table 2-7: C2 Dimensional Standards

Zoning District	"C2"
Minimum Lot Area (sq.ft.)	7,500' Res., 2,500' Com.
Minimum Width OR Depth (feet)	75'
Maximum Bldg Ht (stories)	3
Maximum Bldg Ht (feet)	40'
Maximum Lot Coverage (%)	50%
Minimum Front Yard (feet)	10'
Minimum Rear Yard (feet)	0' (25' adjacent to residential zones)
Minimum Side Yard Interior (feet)	0' (7' adjacent to residential zones)
Minimum Side Yard Exterior (feet)	10'

Figure 2-7: C2 Dimensional Standards



C3 DISTRICT (Commercial: heavy commercial)

1. Purpose:

The C3 District is intended to accommodate a broad range of commercial sales and service uses, excluding certain activities and operations for which Industrial District zoning (PM, M1, M2) is required.

2. Permitted Uses and Structures:

- a. Agriculture and cultivation.
- b. Antique Sales.
- c. Assembly, construction and processing plants.
- d. Automobile & machinery sales. (See Section 309 for outside display requirements.)
- e. Automobile repair (heavy) (Ord 2015 A407).
- f. Automobile repair (light).
- g. Automotive service stations.
- h. Automobile Storage Yard.
- i. Baking and confection cooking for on-site sale only.
- j. Bars, tap rooms and nightclubs.
- k. Body and fender shops including a paint booth within closed building.
- l. Bottling plants confined to closed building.
- m. Bowling alleys and poolrooms.
- n. Business offices, banks and similar; including drive-through.
- o. Caretaker Living Quarters (Manufactured, Modular or Site Built.) Mobile Homes Prohibited (See Part 3 Section 306.B.1.b.3).
- p. Cleaning and dyeing plants within closed building.
- q. Commercial art galleries.
- r. Commercial ballrooms, arenas, gymnasiums, rinks, pools and indoor shooting galleries.
- s. Commercial bath and massage.
- t. Commercial parking facilities.
- u. Community parks, playgrounds or centers.
- v. Custom service and craft shops.
- w. Custom tire recapping.
- x. Custom warehouses within closed building and not including animals.

- y. Dancing, art, music, business and trade schools (including permission for public recitals, concerts and dances).
- z. Educational institutions (including private schools, provided they offer curriculum of general instruction comparable to similar public schools).
- aa. Flood control facilities.
- bb. Frozen food lockers
- cc. Golf courses with accessory uses such as pro shops, shelters, rest rooms.
- dd. Historical Landmarks.
- ee. Hospitals, clinics, sanitariums, nursing homes and assisted living care facilities (intermediate, extended and long-term) for the care of humans.
- ff. Hotels and motels with five or more guest rooms.
- gg. Keeping of farm animals, limited (See Section 305).
- hh. Launderettes (limited to machines not exceeding 25 pounds capacity according to manufacturer's rating).
- ii. Lumber yards (prohibiting sawmill operations).
- jj. Medical Marijuana Dispensary (See Part 3 Section 304), (Definition: See Part 1 Section 103)
- kk. Miniature golf establishment.
- ll. Mortuary.
- mm. Nursery schools; day care centers (child or adult).
- nn. Offices wherein only professional, clerical or sales services (such as real estate or insurance) are conducted.
- oo. Open land carnival and recreation facilities (religious & educational institutions).
- pp. Other accessory uses commonly associated with primary permitted use (See Section 301 C).
- qq. Personal services.
- rr. Pet shops within a closed building.
- ss. Private clubs and lodges operated solely for the benefit of bona fide members.
- tt. Public auction within closed building.
- uu. Religious institutions (in permanent buildings).
- vv. Restaurants and cafes, including drive-through.
- ww. Retail sales.
- xx. Sales (retail and wholesale) and rentals.
- yy. Storage Facility.
- zz. Theaters, auditoriums, banquet and dance halls.

- aaa. Transportation terminal and transfer facilities within closed building.
- bbb. Veterinary services.
- ccc. Water distillation and bottling for retail sales only.
- ddd. Microbreweries or Wineries for the manufacture and processing of beer or wine respectively for onsite consumption or wholesale distribution with the following limitations:
 - 1. All such manufacturing and processing actively shall be conducted within a completely enclosed building along with all materials used for the manufacture – processing. Products ready for shipping must be stored within a closed building.
 - 2. A microbrewery in the C3 District may process and produce up to 300,000 U.S. Gallons of beer per year.
 - 3. A winery in the C3 District may process and produce up to 36,000 U.S. gallons of wine per year.

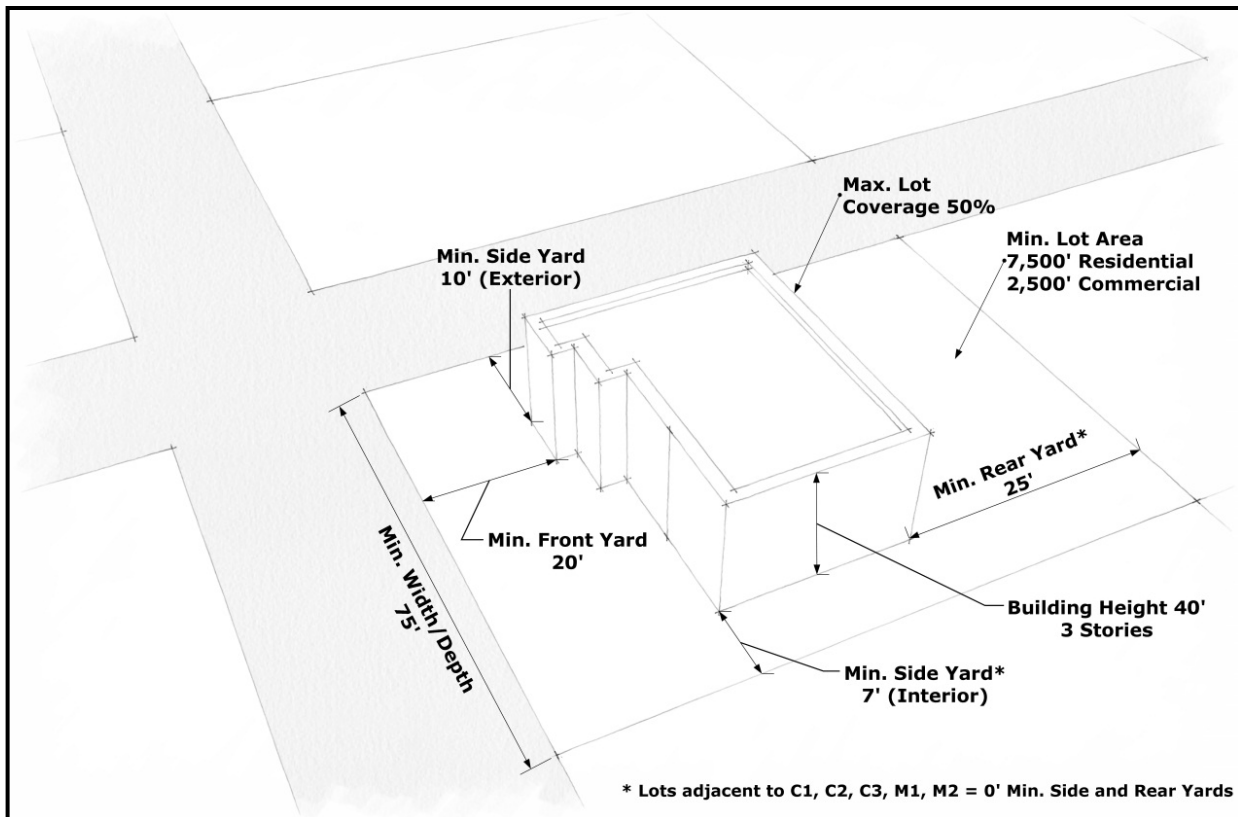
3. Uses and Structures Subject to Use Permit

- a. Government facilities and facilities required for the provision of utilities and public services.
- b. Outdoor recreation or assembly facilities.
- c. Mobile/manufactured home and recreational vehicle parks subject to the requirements of Section 306.
 - 1) Notwithstanding the foregoing, in the event a Planned Area Development (PAD) District is established per Section 203, this use may be included in any Development Plan thereunder and approved without being subject to a Use Permit application and hearing procedures set forth in Section 601.
- d. Transmitter stations and towers for automatic transmitting.
- e. Revival tents and similar temporary operations (See Section 601.D).
- f. Temporary Use Permits, subject to administrative approval (See Section 601.C):
 - 1) Occupancy of temporary housing, including travel trailers, during the construction of a permanent dwelling is allowed during the 12-month period after issuance of a building permit.
 - 2) Model homes, temporary offices (construction and pre-construction sales offices/showrooms), construction sheds and yards incidental to a recorded residential development or other construction project (subject to District setbacks) for a period not to exceed 12 months.
- g. Cemeteries for human or animal internment (See Section 308).
- h. Public stables, livestock breeding, boarding and sales.

Table 2-8: C3 Dimensional Standards

Zoning District	"C3"
Minimum Lot Area (sq.ft.)	7,500' Res., 2,500' Com.
Minimum Area/Dwelling (sq.ft.)	1 Caretaker d.u. only
Minimum Width OR Depth (feet)	75'
Maximum Bldg Ht (stories)	3
Maximum Bldg Ht (feet)	40'
Maximum Lot Coverage (%)	50%
Minimum Front Yard (feet)	20'
Minimum Rear Yard (feet)	0' (25' adjacent to residential zones)
Minimum Side Yard Interior (feet)	0' (7' adjacent to residential zones)
Minimum Side Yard Exterior (feet)	10'

Figure 2-8: C3 Dimensional Standards



E. PAD (Planned Area Development)

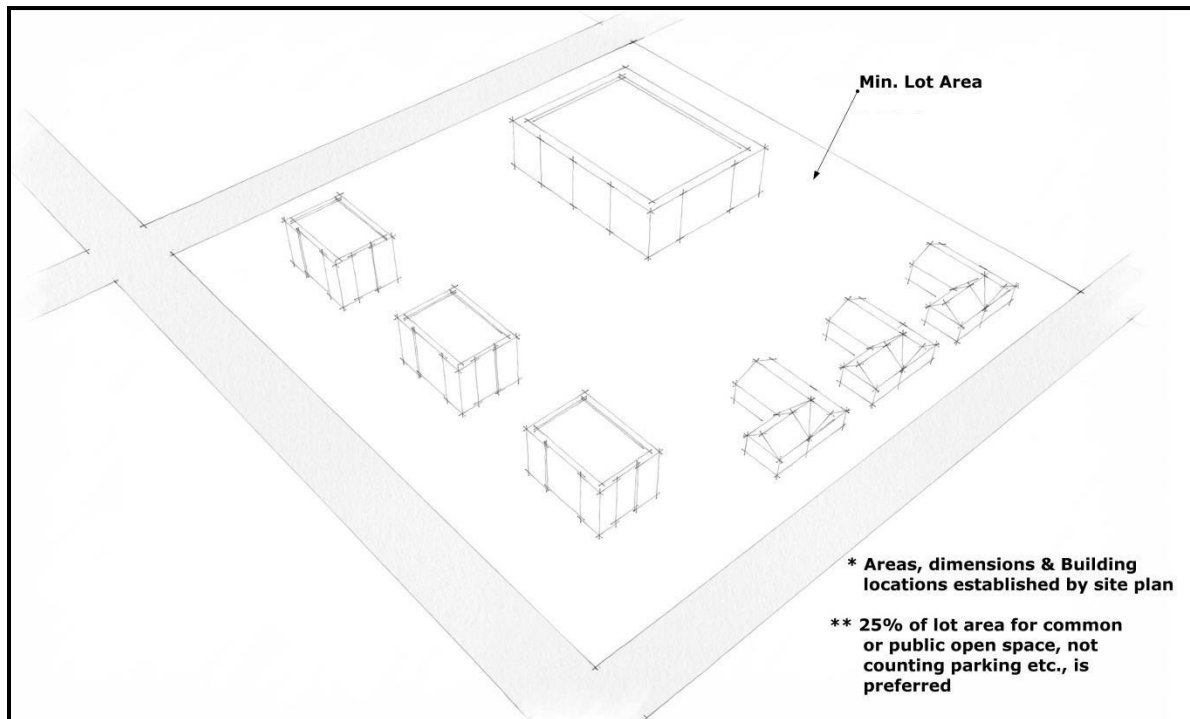
The Planned Area Development designation ensures orderly and thorough planning and review procedures that result in high quality project design and encourages variety in architectural design through techniques including, but not limited to, variations in building style, lot arrangements and site planning.

- 1) Purpose: A parcel of land planned as a unified project rather than as an aggregate of individual lots and may also provide for various types and combinations of land uses (such as single family and or multifamily housing, commercial centers, industrial complexes, and public or common spaces, with increased flexibility in site regulations). The greater flexibility in locating buildings and combining compatible uses make it possible to achieve economies of construction as well as preserving open space.
- 2) Scope: The Planned Area Development regulations that follow shall apply generally to the initiation and regulation of all Planned Area Development Districts. A PAD District may be added to an existing district to meet the intent of this Section or may be processed concurrently with a request to change an underlying zoning district. An approved PAD Development Plan/Site Plan shall be specific to that particular property as approved by Town Council upon recommendation by the Planning and Zoning Commission. A Development Plan/Site Plan must be submitted as per Site Plan requirements, Section 400 D1.
 - a. Where there are conflicts between PAD regulations and the general zoning, subdivision or other regulations, these regulations shall apply in PAD Districts unless the Council shall find, in the particular case, that the provisions herein do not serve the public to a degree at least equivalent to such general zoning, subdivision or other regulations.
 - b. It is intended to permit establishment of new Planned Area Development Districts for specialized purposes where tracts suitable in location, area, and character for the uses and structures proposed are to be planned and developed on a unified basis. Suitability of tracts for the development proposed shall be determined primarily by reference to the General Plan, but due consideration shall be given to existing and prospective character of surrounding development.
 - c. Within PAD Districts, regulations adapted to such unified planning and development are intended to accomplish purposes of zoning and other applicable regulations to an equivalent or higher degree than where such regulations are designed to control unscheduled development on individual lots, and to promote economical and efficient land use, an improved level of amenities, appropriate and harmonious variety, creative design, and a better environment.
 - d. Open Space Dedication: open space shall be included in all developments. A dedication of open space not less than twenty-five percent (25%) of a development project is preferred
- 3) PAD Major Amendments: A request for any major amendment to a PAD including amendments to the Development Phasing Schedule will be deemed major if it involves any of the following and must be approved by the Town Council upon recommendation by the Planning and Zoning Commission:
 - a. An increase in the approved totals of dwelling units or gross leasable area for the PAD District.
 - b. A change in zoning boundaries.
 - c. Any change which could have significant impact on areas adjoining the PAD as determined by the Community Development Director.
- 4) PAD Minor Amendments:
 - a. All request for amendments to a PAD that are not a PAD Major Amendment shall be deemed a PAD Minor Amendment.
 - b. A request for a Minor Amendment to a PAD with an amended site plan may be filed with the Community Development Department if the Community Development Director determines the request is not major, as defined above.
 - c. The request will be routed for comment to any affected Town departments or other agencies for comment.

Table 2-12: PAD Dimensional Standards

Zoning District	"PAD"
Minimum Lot Area (sq.ft.)	Established by Site Plan
Minimum Common/Open Space	25% of Site Area Preferred
Minimum Area/Dwelling (sq.ft.)	Established by Site Plan
Minimum Width OR Depth (feet)	Established by Site Plan
Maximum Bldg Ht (stories)	Established by Site Plan
Maximum Bldg Ht (feet)	Established by Site Plan
Maximum Lot Coverage (%)	Established by Site Plan
Minimum Between Buildings (feet)	Established by Site Plan
Minimum Front Yard (feet)	Established by Site Plan
Minimum Rear Yard (feet)	Established by Site Plan
Minimum Side Yard Interior (feet)	Established by Site Plan
Minimum Side Yard Exterior (feet)	Established by Site Plan

Figure 2-12: PAD Dimensional Standards



October 2022 Zoning Map, High View at Boulder Creek PAD

