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**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, AUGUST 7, 2024 at 6:30 P.M.**

ZOOM MEETING LINK:

<https://us02web.zoom.us/j/89573576170?pwd=T6sa8bvbO5YR2fVadobT4OXcAaEJ6a.1>

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

Meeting ID: 895 7357 6170

Passcode: 423865

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 approved by one motion as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) **Approval of the Minutes:**
 - 1) Special Session – July 10, 2024 at 5:30 p.m. Pg 5
 - 2) Special Session – July 17, 2024 at 6:00 p.m. Pg 7
 - 3) Regular Session – July 17, 2024 at 6:30 p.m. Pg 11
 - b) **Set Next Meeting, Date and Time:**
 - 1) Special/Work Session – August 14, 2024 at 5:30 p.m.
 - 2) Regular Session – August 21, 2024 at 6:30 p.m.
 - c) **Consideration and possible approval for the Town Finance Director to make the attached budget adjustment labeled BAFY24-02 for the FY24 budget year, creating an operating transfer of \$15,128 from the General Fund to the Non-Federal Grants Fund and assigning the amount as State RICO expenses.** Staff Resource: Finance Director Michael Showers. Pg 27
 - d) **Consideration and possible approval of amendments to the Town's Salary Plan.** Staff Resource: Human Resource Director Julia Kaiser. Pg 31
 - e) **Consideration and approval of Brownfields Grant Application from Arizona Department of Environmental Quality for the Brick Building at 546 S 1st Street.** Staff Resource: Stormwater Specialist Patty Mancini. pg37
 - f) **Consideration and approval of Brownfields Grant Application from Arizona**

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))
6. **Summary of Current Events.** The Town Council and the Town Manager may provide brief summaries of current events and activities. These summaries are strictly for informing the public of such events and activities. The Council will not propose, discuss, deliberate or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda. Summaries may include committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai-Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee, Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Phillip England Center for the Performing Arts Foundation.
7. **Special Announcements and Presentations:** pg 109
 - **Planning & Zoning Quarterly Report**
8. **Discussion, consideration and possible adoption of Resolution 2024-1139, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving Use Permit 20240139, with conditions, for Elizabeth and Monte Pierce for property generally located at the South end of Road Ranger Lane (APN 404-02-129A).** Staff Resource: Planner Cory Mulcaire Pg 111
9. **Discussion, consideration and possible adoption or Ordinance 2024-A495, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending the Planning and Zoning Ordinance Section 203.L – Use Districts – PAD (Planned Area Development).** Staff Resource: Planner Cory Mulcaire. Pg 152
10. **Discussion, consideration and possible approval to purchase an HX30A Vacuum Excavator and Trailer and giving authority to the Town Finance Director to sign any and all necessary documents to secure a 5-year lease with US Bank in the amount of \$79,579.82 as per the attached quotes.** Staff Resource: Utilities Director Jeff Low. Page 181

11. **Discussion, consideration and possible approval of Change Order 4 requested by Ligon Excavation for the Camp Verde Sports Complex Watermain Installation Project in the amount of \$27,567.64.** Staff Resource: CIP Project Manager Martin Smith. Page 187
12. **Discussion, consideration and possible approval or Resolution 2024-1147, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona approving the Yavapai-Apache Nation Water Rights Settlement Agreement among the United States of America, the State of Arizona, the Yavapai-Apache Nation, the Salt River Project Agricultural improvement and Power District, the Salt River Valley Water Users' Association, the Central Arizona Water Conservation District, the Town of Camp Verde, The Town of Clarkdale, and the City of Cottonwood and authorizing the Mayor to execute the Settlement Agreement and all documents necessary to carry out the Settlement Agreement.** Staff Resource: Town Manager Miranda Fisher. Page 193
13. **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, Bashas and Camp Verde Library on 07-31-2024 at 4:00 p.m. in accordance with the statement filed by the Camp Verde Town Council with the Town Clerk

Virginia Jones

Virginia Jones Acting Town Clerk

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**DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, July 10, 2024 AT 5:30 P.M.**

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, Vice Mayor Marie Moore and Mayor Dee Jenkins

Also Present: Water Attorney Steve Wene, Town Attorney Tricia Stuhan, Executive Advisor Gayle Mabery (Zoom), Utilities Director Jeff Low, Risk Manager Heather Vinson.

3. Pledge of Allegiance

Councilor Murdock led the Pledge of Allegiance.

4. Call for Executive Session.

- **YAN Water Settlement Agreement:** The Council may convene in executive session pursuant to A.R.S. § 38-431.03(A)(3), (A)(4) and (A)(6) for discussion or consultation for legal advice with the Town Attorney and Special Water Counsel Steve Wene of Moyes, Sellers & Hendricks, related to consideration of international and interstate negotiations or for negotiations by a city or town, or its designated representatives, with members of a tribal council, or its designated representatives, of an Indian reservation located within or adjacent to the city or town. The purpose of the executive session is to receive legal advice and provide direction regarding water settlement agreements which are the subject of negotiations, and to consider tribal negotiations with the Yavapai Apache Nation.
- **Adequate Water Supply:** The Council may convene in executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney and Special Water Counsel Steve Wene of Moyes, Sellers & Hendricks, regarding designation of an adequate water supply for the Town of Camp Verde.
- **SEC Litigation Status:** The Council may convene in executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) for discussion or consultation for legal advice with the Town Attorney and to consider its position and instruct the Town Attorney regarding the Town's position regarding pending litigation and/or settlement discussions in the matter of *Town of Camp Verde v. Southwestern Environmental Consultants, Inc. and Krishan Ginige*, Yavapai County Superior Court, Case No. S1300CV202380281.

- **Quarterly Legal Updates:** The Council may convene in executive session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation with the Town Attorney for legal advice regarding pending notice of claims, lawsuits, and risk management updates.

On a motion by Councilor McPhail, seconded by Councilor Escoffier, Council voted unanimously to recess into Executive Session at 5:36 p.m.

Roll Call Vote:

Councilor Baker: aye
Councilor McPhail: aye
Councilor Murdock: aye
Councilor Godwin: aye
Councilor Escoffier: aye
Vice Mayor Moore: aye
Mayor Jenkins: aye
Motion carried 7-0.

5. Reconvene into Open Session at 7:54 p.m.

6. Council Discussion and/or Action regarding any of the Above Executive Session Items (if Applicable).

No action was taken

7. Adjournment

Without objection Mayor Jenkins adjourned the meeting at 7:55 p.m.

Mayor Dee Jenkins

Attest: Town Manager Miranda Fisher

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 10 2024 I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2023.

Miranda Fisher, Town Manager

**DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, JULY 17, 2024 AT 6:00 P.M.**

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

1. **Call to Order** Mayor Dee Jenkins called the meeting to order at 6:00 PM.
2. **Roll Call.** Council Members Jackie Baker, Wendy Escoffier (arrived at 6:04 p.m.), Robin Godwin, Cris McPhail, Jessie Murdock, Vice Mayor Marie Moore and Mayor Dee Jenkins

Others Present: Town Manager Miranda Fisher, Acting Town Clerk Virginia Jones, Acting Deputy Clerk Jadie Edwards, Finance Director Mike Showers.

3. **Pledge of Allegiance** Councilor Baker led the Pledge of Allegiance.
4. **Discussion, consideration and possible approval of the Town of Camp Verde Fiscal Year 2024/25 Final Budget.** Staff Resource: Finance Director Michael Showers.

Public Hearing for comments on the proposed Fiscal Year 2024/25 Final Budget.

- **Staff Report**

Finance Director Mike Showers gave a brief staff report. Within his staff report, he shared a few changes.

These included:

- Removing the duplicate \$160,000 of Wastewater debt service.
- The actual numbers have been updated from fiscal year 2024.
- There was an operating transfer out amount on the Budget at a Glance page.
- A few other text adjustments were made.
- Staff is in the process of getting all statistics updated through June, so they'll have full Fiscal Year 2024 statistics on the final document.

Additionally, Mayor Jenkins clarified that he will be making the changes that she and another Council member had previously brought to his attention.

Mr. Showers agreed.

Mayor stated they are approving a document that's going to change, and once approved, it will have slight updates included.

- **Public Hearing Open for Comments** Mayor Jenkins opened the Public

Hearing at 6:06 PM.

No public input.

- **Public Hearing Closed** Mayor Jenkins closed the Public Hearing at 6:07 PM.

- **Council Discussion and Possible Approval**

Mayor Jenkins questioned the budget calendar and dates. She felt it would be good for the future Council and the public to know what the whole process is and have a calendar of budget dates.

Mayor Jenkins also noted that the budget increased slightly this year. There are no new hires included, however funds have been set aside for wage increases and will be re-evaluated mid-year. As positions come open, they will be reevaluating whether to replace the position or not. However, if there is an employee who gets a promotion that puts them in a pay grade, their wage will move up to that grade.

Additionally, it was noted by Mayor Jenkins that she felt the budget process went well this year. She enjoyed the CIP sheets.

Councilor Escoffier commended Mr. Showers and staff for their great job with the budget process.

Vice Mayor Moore also agreed that the CIP sheets were so helpful.

On a **motion** by Councilor McPhail, seconded by Vice Mayor Moore, the Council **moved** to approve Fiscal Year 2025 Final Budget.

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Aye

Councilor Murdock: Aye

Mayor Dee Jenkins: Aye

Vice Mayor Moore: Aye

Councilor McPhail: Aye

Councilor Godwin: Aye

Motion Carried 7-0.

5. Adjournment Mayor Dee Jenkins adjourned the meeting at 6:12 PM.

Mayor Dee Jenkins

Acting Town Clerk Virginia Jones

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 17, 2024. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2024.

Virginia Jones, Acting Town Clerk

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DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S MAIN STREET, SUITE 106
WEDNESDAY, JULY 17, 2024 at 6:30 P.M.

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 Cris McPhail, Councilor Jackie Baker, Councilor Jesse Murdock and Councilor Robin Godwin are present.

Also Present

Town Manager Miranda Fisher, Town Attorney Trish Stuhan, Deputy Town Clerk Virginia Jones, Acting Town Clerk Jadie Edwards and Recording Secretary Mary Frewin.

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) Regular Session – May 15, 2024, at 6:30 p.m.
- 2) Special Session – June 5, 2024, at 5:00 p.m.
- 3) Regular Session – June 5, 2024, at 6:30 p.m.
- 4) Special Session – June 20, 2024, at 5:30 p.m.
- 5) Joint Special Session - June 26, 2024 at 5:30 p.m.

b) Set Next Meeting, Date and Time:

- 1) Regular Session – Wednesday, August 7, 2024 at 6:30 p.m.
- 2) Regular Session – Wednesday, August 21, 2024 at 6:30 p.m.
- 3) Work Session – Wednesday, August 14, 2024 at 5:30 p.m.

c) Possible approval for the Mayor to sign a letter supporting the appropriation of \$9.7M FY23 State funding for the University of Arizona's Meat and Poultry Processing facility in Camp Verde. Staff Resource: Mayor Jenkins & Deputy Town Manager/Economic Development Director Molly Davies

d) Possible approval to utilize the \$36,085.68 of grant reimbursements from the Northern Arizona Good Jobs Network grant through Local First Arizona

as unrestricted funds for workforce development, business development, and BRIC expenses; and possible approval of the budget adjustment “BAFY25-01” for the FY25 budget. Staff Resource: Deputy Town Manager/Economic Development Director Molly Davies

e) Possible approval for staff to apply for up to \$50,000 of Arizona Office of Tourism Cooperative Marketing Program grant funds and to provide matching funds up to \$50,000. Staff Resource: Deputy Town Manager/Economic Development Director Molly Davies

f) Possible approval of the ratification of the 3-year contract extension for IT services with Sunstate Technology Group. Staff Resource: Town Manager Miranda Fisher

g) Possible approval of the ratification of the NACOG’S Regional Priority Project List grant application submission with no match required. Staff Resource: CIP Project Manager Martin Smith.

Councilor Baker would like to pull Item 4c for further discussion.

Motion was made by Council Baker to accept the consent agenda excluding Item 4c. Second was made by Councilor Escoffier.

Roll Call Vote:

Councilor Baker: aye
Councilor McPhail: aye
Councilor Murdock: aye
Councilor Godwin: aye
Councilor Escoffier: aye
Vice Mayor Moore: aye
Mayor Jenkins: aye
Motion carried 7-0.

Councilor Baker stated 4c is an example of what the Town and others worked so hard to establish. Mayor Jenkins said she has had conversations with Senator Bennett, Representative Quang Nguyen, and Representative Selina Bliss to sponsor this letter to get the money returned to Camp Verde.

Motion was made by Council Baker to accept Item 4c. Second was made by Councilor McPhail.

Roll Call Vote:

Councilor Baker: aye
Councilor McPhail: aye
Councilor Murdock: aye
Councilor Godwin: aye

Councilor Escoffier: aye
Vice Mayor Moore: aye
Mayor Jenkins: aye
Motion carried 7-0.

5. **Call to the Public for items not on the Agenda. (Please complete Request to Speak Card and turn it 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))

No public comment.

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

Councilor Godwin attended two School Board Meetings.

Councilor McPhail attended Candidate Forums, Meet and Greet, several Prop 476 Meetings, Teen Game Night, the Yavapai Apache Nation Tribal Council Meeting, took a tour of the Frame Tech Building, Coffee with a Cop, Mike Marshall's Retirement Luncheon and she attended a Sustaining Flows Meeting and she voted early. She reminded everyone that Cornfest is Saturday.

Vice Mayor Moore attended Candidate Forums, Meet and Greet, took a tour of Frame Tech, and Coffee with a Cop. She encourages the public to attend Cornfest and the Local Farmers Market held every Saturday.

Councilor Murdock has been active in the community, supporting the youth in their activities as well as participated on an adult co-ed softball team. She gave a shout out to the umpires.

Councilor Escoffier has been fielding a lot of election questions and she attended Mike Marshall's Retirement Party.

Councilor Baker participated and attended some candidate forums, the workshop put on by Community Development, and toured Frame Tech.

Mayor Jenkins attended the candidate forum, the ribbon cutting for the new Hopi Tribe Hotel in Clarkdale, a ribbon cutting for *Screen Time* located on Howard's Road, and ongoing meetings with Supervisor Gregory, Forest Service & State Parks in regards to Salt Mine Road Issues. She also attends the Farmers Market,

Bi-Weekly Mayor and Manager Meetings, she met with Rapheal Chavez Fernandez who is a representative from Congressman Ruben Gallego's Office, and the Sustaining Flows Online Meeting.

Town Manager Miranda Fisher touched on a few topics-

- Acknowledgements
 - Mike Marshal's Retirement
 - Shawna Figy will be stepping into the Acting Parks & Rec Manager, the position is posted and will be screening applicants shortly.
 - Ty Watson promoted to Sergeant.
 - HR Specialist Jen Jacobs received her Society for Human Resources Manager Certification.
- Utility Bill Questions
 - Town will be working with Pay Star for payment services to allow people to pay both bills online, this is planned for fall.
 - Water & Sewer billing will be migrating to one bill. It will be 6-12 month before this happens because it is a process.
- Election
 - Ballots have been mailed out, the last day to request a mail in ballot is Friday, July 19th.
 - Ballot Boxes are open.
 - On Primary Election day, July 30th voting will occur in the gym 6:00 a.m. to 7:00 p.m.
- Boards & Commissions
 - Planning & Zoning Commission and the Livestock Work Group will be meeting Thursday, July 25th at 6:00 p.m to review the current ordinance. There will be no public comment but encourages the public to attend.
 - Parks & Rec Commission has been working on the RFP for the Master Plan and working on a Strategic Plan for Verde Lakes.
- Water Settlement, information is on the website on the utilities page.
- Goals- Enhancing Public Engagement and Community Relations
 - Weekly Town Manager Report is posted every Friday to learn about what each Department is doing.
 - Evaluating Facebook Pages, working on merging some. Staff will use Facebook to encourage the community to attend Town meetings and to participate.
- Overview of her first 8 weeks of service.

Councilor Murdock requested an update on Rockin River Ranch.

7. Special Announcements and presentations- Certificates of Appreciation for the Livestock Ordinance Town Manager Advisory Committee Members. Staff Resource: Town Manager Miranda Fisher

Town Manager Miranda Fisher felt it was really important to acknowledge all of the hard work put into by the committee. The Mayor presented Certificates of Appreciation to each member that was in attendance.

8. **Discussion, consideration, and possible approval of Resolution 2024-1043, a Resolution of the Mayor and Common Council of Camp Verde, Yavapai County, Arizona, approving the 2026 General Plan Public Participation Plan, related to the tentative plan for public outreach to facilitate community involvement in the development of the 2026 General Plan and authorizing the Mayor to execute the agreement on behalf of the Town.** Staff Resource: Community Development Director John Knight & General Plan Consultant Jason Sanks

Community Development Director John Knight explained the Arizona State law requires the General Plan to be updated at least every 10 years. This requires a recommendation by the Planning and Zoning Commission, approval by the Town Council and adoption by the voters. An important part of the process is participation by the public and other interested parties. The details of the outreach process are included in the plan. Mr. Knight said this is a preliminary plan and updates will be posted on the website. A Technical Advisory Group will be appointed by the Town Manager and meet every two weeks.

Motion made by Councilor Escoffier to approve Resolution 2024-1043, a Resolution of the Mayor and Common Council of Camp Verde, Yavapai County, Arizona, approving the 2026 General Plan Public Participation Plan, related to the tentative plan for public outreach to facilitate community involvement in the development of the 2026 General Plan and authorizing the mayor to execute the Resolution on behalf of the Town. Second was made by Councilor Baker.

Roll Call Vote:

Councilor Baker: aye
Councilor McPhail: aye
Councilor Murdock: aye
Councilor Godwin: aye
Councilor Escoffier: aye
Vice Mayor Moore: aye
Mayor Jenkins: aye

Motion carried 7-0.

9. **Discussion, consideration, and possible approval of Contract 2024-189 with Metron Farnier LLC for purchase of advanced cellular read water meters up to an amount not to exceed \$800,000.00.** Staff Resource: Utilities Director Jeff Low

Utilities Director Jeff Low explained that on December 5, 2023, Water Infrastructure Finance Authority of Arizona (WIFA) Water Conservation Grant Fund Agreement

WC3-114-2024 was signed between WIFA and the Town. The total project cost per the Grant Agreement is \$3,100,000. Grant Amount is \$2,325,000 with a 25% grant match requirement of \$775,000. Town expenditure costs are to be expended by June 30, 2026. Expenditure items will include costs for replacing the water main at Dickison Circle area, purchasing Advanced Metering Infrastructure throughout the Town water system and purchasing leak detection sounding fire hydrants at select locations within this project. The approved grant projects will replace outdated water mains, increase water main sizes, loop the water systems, and install new leak detection fire hydrants to pinpoint future leaks. The three project areas were determined based on recorded leaks and the age of water mains, and pipe material (1970's PVC Water Mains). The three areas are:

- Finnie Flat Road and Camp Verde Mobile Village Area
- Park Verde Estates Area
- Fort River Caves Area
-

The Water Main Replacement design Contract No. 2023-186 was awarded by Town Council to Lyon Engineering on February 5, 2024. Town staff have reviewed the 15% preliminary alignment plans and are awaiting the 60% engineering design plans. The project schedule is:

- 60% Design September 2024
- 90% Design October 2024
- Final Design December 2024
- Bid Project to Construction February 2025

To access WIFA project grant funds to pay our design engineer and future contractors, the Town needs to submit a matching funding request at 25% (minimum) of each reimbursement request. The meters are the main 25% match and are required to be procured to meet State Procurement Code. For Contract No. 2024-189, the Town can spend up to \$800,000 depending on our future loan request. The Town can also spend far less than \$800,000. The vendor is aware that significant meter purchases are dependent on the Town securing a loan for the meters. Contract No. 2024-189 is to purchase new advanced cellular read water meters throughout the Town. The new meters send a daily read signal, which is capable of detecting leaks on the customer side of the meter. The new meters will eliminate staff needs to drive out or manual read meters prior to billing.

The Town issued a Request for Statements of Qualifications (RSOQ) in the Verde Independent and Camp Verde Bugle on March 12th, 16th, 19th, and 23rd. The RSOQ, was opened in the Town Council Chambers on Thursday, April 11, 2024 and six Statements of Qualifications were received from different companies.

After receiving the RSOQ's, staff formed a 4-member review committee. The Metron Farnier meters were ranked highest by staff due to low maintenance, meter

accuracy and the straightforward data interface for staff to utilize. The cost is listed in the staff report.

Alex Shuster from Metron Farnier gave an overview via Zoom.

Vice Mayor Moore is concerned about the Town signing a contract before securing the loan. Mr. Low explained the contract is based on financing and has different lenders in mind to reach out to. Ms. Fisher noted that on the last page of the contract there is a "Non-Availability of Funds Clause". She read through this portion of the contract.

Vice Mayor Moore questioned when will this project move forward? Mr. Low stated staff is buying the meters as needed now but needed to bring the contract to Council to get the project started. Ms. Fisher clarified the Town will be seeking to get reimbursement for the meters already purchased but cannot do so without a contract.

Councilor Murdock asked about additional fees. Mr. Shuster reviewed how the system will work for the consumer. There are no additional maintenance fees.

Mr. Low went over the goals of having these meters and the prevention of water loss. Mr. Shuster went over an example how they have done this with other utilities around the country.

Motion made by Councilor Godwin to approve Contract 2024-189 with Metron Farnier LLC for purchase of Advanced cellular read water meters up to in an amount not to exceed \$800,000.00. Second was made by Councilor McPhail.

Roll Call Vote:

Councilor Baker: aye
Councilor McPhail: aye
Councilor Murdock: aye
Councilor Godwin: aye
Councilor Escoffier: aye
Vice Mayor Moore: aye
Mayor Jenkins: aye

Motion carried 7-0.

Meeting break: 7:25 p.m.

Meeting resume: 7:30 p.m.

10. **Discussion, Consideration, and Possible Approval to enter into the Kroger Settlement Agreement (national opioid settlement agreement) by authorizing Town staff to submit the Participation Form releasing all claims against Kroger in exchange for opioid-remediation monies.** Staff Resource: Town Manager Miranda Fisher

Town Manager Miranda Fisher gave an overview of this item. She went on to say that by participating, the Town agrees to the terms of the Settlement Agreement, including the release of claims against Kroger, and acknowledges various legal and financial obligations. The primary consideration is the release of all claims against Kroger in exchange for settlement funds, expected to amount to \$68.5 million for Arizona. If this is approved, Town staff will submit the Participation Form by the deadline. The Governor is requesting submissions by the end of July.

Motion made by Councilor Godwin to approve entering into the Kroger Settlement Agreement (national opioid settlement agreement) by authorizing Town staff to submit the Participation Form releasing all claims against Kroger in exchange for opioid-remediation monies. Second was made by Councilor Escoffier.

Roll Call Vote:

Councilor Baker: aye

Councilor McPhail: aye

Councilor Murdock: aye

Councilor Godwin: aye

Councilor Escoffier: aye

Vice Mayor Moore: aye

Mayor Jenkins: aye

Motion carried 7-0.

11. Discussion, consideration and possible award of FY25 Pavement Preservation Project to Cactus Asphalt in an amount not to exceed \$570,000.00. Staff Resource: CIP Project Manager Martin Smith.

CIP Project Manager Martin Smith stated that in the FY25 budget there is \$570,000 for the installation of chip seal on the Town's roadways. For this project we will be partnering with Cactus Asphalt to complete Area 5. He went over the roadways in Area 5. Pricing has come in, in the neighborhood of \$535,000 so there is a little bit of a cushion for unexpected costs.

Motion made by Councilor McPhail to award the FY25 Pavement Preservation Project to Cactus Asphalt in an amount not to exceed \$570,000. Second was made by Councilor Escoffier.

Roll Call Vote:

Councilor Baker: aye

Councilor McPhail: aye

Councilor Murdock: aye

Councilor Godwin: aye

Councilor Escoffier: aye

Vice Mayor Moore: aye

Mayor Jenkins: aye

Motion carried 7-0.

12. Discussion, consideration and possible approval of Change Order 1 requested by Ligon Excavation for the Camp Verde Sports Complex

Watermain Installation Project in the amount of \$9,577.80. Staff Resource: CIP Project Manager Martin Smith.

CIP Project Manager Martin Smith explained the plans for this project require the Town to cross a small section of Coconino National Forest property adjacent to McCracken Lane to connect to an existing water main. To legally do this a utility easement or special use agreement is needed to be obtained from Coconino National Forest. Staff has been working with the Forest Service for over a year, to obtain this agreement. At that time, it was believed that obtaining this agreement would be a short process and the project could be sent out to contractors for bid. Bids for the water main installation project were received on October 26, 2023, and Council awarded the project to Ligon Excavation at the November Regular Meeting. Navigating the agreement process took much longer than expected as the Town finally received the executed agreement on June 11, 2024. In the 8 months since the project was bid the contractor has been burdened with additional costs fuel and related costs. TOCV staff believe these to be legitimate costs of the contractor that should be added to the cost of the project.

The Council should note that staff currently have an Owner's Allowance (contingency) of \$15,900.53 built into the cost of the project. While this amount would be sufficient to cover these project delay costs it is Staff's recommendation to not utilize the Owner's Allowance for this purpose. These funds allow staff to handle unexpected situations that frequently happen in underground construction that have minimal impact on the project cost without significant delay to the project.

Mr. Smith said funds might be needed to align the water main that will have to be done due to conflicts with other utilities out there that we don't know about. Fifty percent of the cost is reimbursable through the grant.

Motion made by Councilor McPhail to approve Change Order 1 requested by Ligon Excavation for the Camp Verde Sports Complex Watermain Installation Project in the amount of \$9,577.80 Second was made by Councilor Escoffier.

Roll Call Vote:

Councilor Baker: aye

Councilor McPhail: aye

Councilor Murdock: aye

Councilor Godwin: aye

Councilor Escoffier: aye

Vice Mayor Moore: aye

Mayor Jenkins: aye

Motion carried 7-0.

13. **Discussion, consideration and possible approval to purchase the wet well for the proposed lift station project at the Camp Verde Sports Complex from Yavapai Precast in the amount of \$12,176.00.** Staff Resource: CIP Project Manager Martin Smith.

CIP Project Manager Martin Smith explained the proposed lift station and force main project is intended to send raw sewage from the proposed concession stand at the sports complex to the existing wastewater treatment facility. The grade differential between the location of the proposed concession stand and the existing treatment facility makes a gravity sewer system impractical. The waste material must be pumped up to the treatment facility. Materials were competitively quoted and will be purchased separately from reputable suppliers. Work to install these materials will be done by Town staff.

Motion made by Vice Mayor Moore to approve staff to purchase the wet well for the proposed lift station project at the Camp Verde Sports Complex from Yavapai Precast in the amount of \$12,176.00. Second was made by Councilor McPhail.

Roll Call Vote:

Councilor Baker: aye

Councilor McPhail: aye

Councilor Murdock: aye

Councilor Godwin: aye

Councilor Escoffier: aye

Vice Mayor Moore: aye

Mayor Jenkins: aye

Motion carried 7-0.

- 14. Discussion, consideration and possible approval to purchase the lift station pump package for the proposed lift station project related to the Camp Verde Sports Complex from Hennesy Mechanical Sales in the amount of \$53,812.56.** Staff Resource: CIP Project Manager Martin Smith.

CIP Project Manager Martin Smith explained these are the actual pumps that go in the Wet Well that go up to the sewage treatment plant. Mr. Smith explained where this facility will be on the property and what it is expected to look like.

Motion made by Councilor McPhail to approve staff to purchase the lift station pump package for the proposed lift station project at the Camp Verde Sports Complex from Hennesy Mechanical Sales in the amount of \$53,812.56. Second was made by Councilor Godwin.

Roll Call Vote:

Councilor Baker: aye

Councilor McPhail: aye

Councilor Murdock: aye

Councilor Godwin: aye

Councilor Escoffier: aye

Vice Mayor Moore: aye

Mayor Jenkins: aye

Motion carried 7-0.

- 15. Discussion, consideration and possible approval to purchase pipe and fitting**

materials for the proposed force main project at the Camp Verde Sports Complex from Core & Main in the amount of \$68,732.84. Staff Resource: CIP Project Manager Martin Smith.

CIP Project Manager Martin Smith explained this is to get the material from the wet well to the treatment plant. Ms. Fisher explained there will be a dedicated website for the Sports Complex that will future plans, what is going on and financial data. There will also be a QR Code at the property that will take people to the website.

Motion made by Vice Mayor Moore to approve staff to purchase pipe and fitting materials for the proposed force main project at the Camp Verde Sports Complex from Core & Main in the amount of \$68,732.84. Second was made by Councilor Murdock.

Councilor Murdock would like to know more about what is needed. Mr. Smith confirmed this is not adding new infrastructure within the system, we are connecting the infrastructure that is there.

Councilor Escoffier would like to confirm that this is reimbursable through the grant. Mr. Smith confirmed it is 50% reimbursable.

Roll Call Vote:

Councilor Baker: aye

Councilor McPhail: aye

Councilor Murdock: aye

Councilor Godwin: aye

Councilor Escoffier: aye

Vice Mayor Moore: aye

Mayor Jenkins: aye

Motion carried 7-0.

- 16. Discussion, consideration and possible award of bid to purchase pump materials for the proposed irrigation improvements project at the Camp Verde Sports Complex from Pump Man in the amount of \$259,233.64.** Staff Resource CIP Project Manager Martin Smith.

CIP Project Manager Martin Smith explained that as the Town's wastewater treatment facility converts raw sewage into reclaimed water, the water is sent to a storage pond southeast of the plant. Irrigation at the sports complex creates demand for this water, which is then pumped from the storage pond through a temporary pipe on the surface of the ground to a point where it connects with the existing underground reclaimed water line that feeds the irrigation system at the sports complex. This project will remove the temporary overland piping and install a permanent underground connection to the reclaimed water line servicing the sports complex. Staff is seeking approval to purchase the pumps necessary to complete the project. Materials were competitively quoted from reputable suppliers

with extensive experience in this type of equipment and work. Work to install these materials will be performed by a contractor under a separate contract.

Mr. Smith said this is a permanent solution to a temporary work around while the park was being built. This will feed the entire park.

Mayor Jenkins asked what is left after being reimbursed through the grant. Mr. Smith doesn't have additional insight into the budget. Ms. Fisher said she will have to get the clarification back to Council as well as put it on the website.

Motion made by Councilor Baker to award the bid to purchase pump materials for the proposed irrigation improvements project at the Camp Verde Sports Complex to Pump Man in the amount of \$259,233.64. Second was made by Councilor Escoffier. ***Ms. Escoffier requested a running total for this project.***

Roll Call Vote:

Councilor Baker: aye
Councilor McPhail: aye
Councilor Murdock: aye
Councilor Godwin: aye
Councilor Escoffier: aye
Vice Mayor Moore: aye
Mayor Jenkins: aye

Motion carried 7-0.

17. **Discussion, Consideration, and Possible Approval to purchase canopy materials for the proposed irrigation improvements project at the Camp Verde Sports Complex from Bunker Steel in the amount of \$22,290.00.** Staff Resource CIP Project Manager Martin Smith.

CIP Project Manager Martin Smith explained is for a steel canopy that will go over the top of the pumps. It will be used to protect the pumps from the sun and weather to prolong the life of the pumps.

Motion made by Vice Mayor Moore to approve staff to purchase the canopy materials for the proposed irrigation improvements project at the Camp Verde Sports Complex from Bunker Steel in the amount of \$22,290.00. Second was made by Councilor Escoffier.

Roll Call Vote:

Councilor Baker: aye
Councilor McPhail: aye
Councilor Murdock: aye
Councilor Godwin: aye
Councilor Escoffier: aye
Vice Mayor Moore: aye

Mayor Jenkins: aye
Motion carried 7-0.

18. **Discussion, Consideration, and Possible Approval to purchase pipe and fitting materials for the proposed irrigation improvements project at the Camp Verde Sports Complex from Core & Main in the amount of \$113,354.03.** Staff Resource CIP Project Manager Martin Smith.

CIP Project Manager Martin Smith explained this is to connect the proposed pumps to the existing discharge line outside of the treatment plant that feeds the whole irrigation system for the park. The existing pipes are undersized for what we need. These pipes will be sized appropriately to feed the needs of the whole park

Motion made by Vice Mayor Moore to approve staff to purchase pipe and fitting materials for the proposed irrigation improvements project at the Camp Verde Sports Complex from Core & Main in the amount of \$113,354.03. Second was made by Councilor Baker.

Roll Call Vote:

Councilor Baker: aye
Councilor McPhail: aye
Councilor Murdock: aye
Councilor Godwin: aye
Councilor Escoffier: aye
Vice Mayor Moore: aye
Mayor Jenkins: aye
Motion carried 7-0.

19. **Discussion, Consideration, and Possible Award of bid to install a pond liner to the existing reclaimed water storage pond at the wastewater treatment plant to the Camp Verde Sports Complex to Western Liner in the amount of \$34,300.00.** Staff Resource CIP Project Manager Martin Smith.

CIP Project Manager Martin Smith explained this will install a proper liner in the existing irrigation pond. He went on to explain as the Town's wastewater treatment facility converts raw sewage into reclaimed water, the water is sent to a storage pond southeast of the plant. The storage pond has an improvised liner that is proving ineffective. As the reclaimed water is sent to the pond it percolates back into the earth. A proper pond liner is required to prevent the loss of reclaimed water that is ultimately used to irrigate the sports complex. This project will remove the temporary, improvised liner, regrade the pond, and install a new plastic pond liner. The contractor will supply and install the pond liner.

Motion made by Vice Mayor Moore to award the bid to install a pond liner to the existing reclaimed water storage pond at the wastewater treatment plant to Western Liner in the amount of \$34,300.00. Second was made by Councilor McPhail.

Roll Call Vote:

Councilor Baker: aye
Councilor McPhail: aye
Councilor Murdock: aye
Councilor Godwin: aye
Councilor Escoffier: aye
Vice Mayor Moore: aye
Mayor Jenkins: aye

Motion carried 7-0.

20. Discussion, Consideration, and Possible Award of Bid No. 24-194 Sports Complex Concession/Restroom Building to CorWorth Restroom Facilities in the amount of \$676,535. Staff Resource CIP Project Manager Martin Smith.

CIP Project Manager Martin Smith gave a background on this project. He reviewed additional items that will be needed down the road. He expects the total cost for the concession stand to be under \$800,000, saving the Town approximately \$200,000. Mr. Smith went over how the building is set up and how the utilities are connected to the building.

Vice Mayor Moore asked how long will it take to get the website up? Ms. Fisher explained it will be about two weeks to get all information uploaded to the site. Ms. Moore would like drawings, plans, and financials all loaded onto the website so she can point the public to the site for the questions she is getting.

Production of the proposed concession/restroom building could take up to 180 days as they currently have multiple other large concession buildings scheduled for production. Given this timeline, tentative delivery and installation of the building would take place in mid-February 2025. Installation will take 5-6 days to complete.

Motion made by Councilor Escoffier to award Bid No. 24-194 Sports Complex Concession/Restroom Building to CorWorth Restroom Facilities in the amount of \$676,535. Second was made by Councilor Baker.

Roll Call Vote:

Councilor Baker: aye
Councilor McPhail: aye
Councilor Murdock: aye
Councilor Godwin: aye
Councilor Escoffier: aye
Vice Mayor Moore: aye
Mayor Jenkins: aye

Motion carried 7-0.

21. Adjournment

Mayor Jenkins adjourned the meeting at 8:21 p.m.

Mayor Dee Jenkins

Attest: Town Clerk Virginia Jones

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 17, 2024. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2024.

Virginia Jones, Acting Town Clerk

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Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: August 7, 2024

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

Requesting Department: Finance

Staff Resource/Contact Person: Mike Showers

Agenda Title (be exact): Discussion, consideration and possible approval for the Town Finance Director to make the attached budget adjustment labeled BAFY24-02 for the FY24 budget year, creating an operating transfer of \$15,128 from the General Fund to the Non-Federal Grants Fund and assigning the amount as State RICO expenses.

List Attached Documents: 1) Budget entry sheet BAFY24-02, 2) Agenda Item from 4/6/22

Estimated Presentation Time: 5 mins

Estimated Discussion Time: 5 mins

Reviews and comments Completed by:

- ☒ Town Manager: _____ Reviewed _____
 ☐ Department Head: _____
☐ Town Attorney Comments: _____ N/A _____
☐ Risk Management: _____ N/A _____
☒ Finance Department
Fiscal Impact:
Budget Code: _____ Transfer accounts _____
Available Balance: _____ N/A _____
Comments: _____

Background Information: In FY22 (agenda page attached), the Town brought an agenda item before Council requesting a budget adjustment to allow for the purchase and installation of the Town's new Time & Attendance software. The cost of the software was going to be split between HR and CVMO. The Town Manager and Finance Director were under the impression that the CVMO portion of this expense was going to come from CVMO's designated RICO funds. That is also documented within the attached agenda item. However, in January of 2024, an employee at CVMO discovered the expenses and realized that these funds were never preauthorized and could not be used for the software purchase. By this time, the Town's audit was complete, and the expenses can no longer simply be moved to the General Fund.

Staff is requesting Council to approve a budget adjustment that would allow a transfer of \$15,127.90 back into the Non-Federal Grants Fund to replace the full balance of the funds that were expended in FY23 under the RICO project line.

Recommended Action (Motion): Approve the Town Finance Director to make the attached budget adjustment labeled BAFY24-02 for the FY24 budget year creating an operating transfer of \$15,128 from the General Fund to the Non-Federal Grants Fund and assigning the amount as State RICO expenses.

Instructions to the Clerk: None.

Date: June 30, 2024[illegible]Journal Entry #: BAFY24-02

Approved By/Date: _____

Packet #: GLPKT -

Entered By/Date: _____



Town of Camp Verde

Agenda Item Submission Form - Section I

Meeting Date: April 6, 2022

☐ Consent Agenda ☒ Decision Agenda ☐ Executive Session Requested

☐ Presentation Only ☐ Action/Presentation ☐ Special Session

Requesting Department: Administration

Staff Resource/Contact Person: Russ Martin

Agenda Title (be exact): Discussion, Consideration, and Possible Approval of a budget adjustment of \$20,738 to purchase the "Executime" module from our current financial program, Tyler.

List Attached Documents:

1. Quotes to add module

Estimated Presentation Time: 5 Minutes

Estimated Discussion Time: 5 Minutes

Reviews Completed by:

☒ **Department Head:** Russ Martin/Corey Rowley/Mike Showers

☐ **Town Attorney:** N/A

Finance Review: ☐ Budgeted ☒ Unbudgeted ☐ N/A

Finance Director Comments/Fund:

Fiscal Impact: It will not run any department over its budget and will be split between HR and CVMO department operations. \$13,000 CVMO and \$7738 from HR.

Comments:

Background Information:

A time management software is much needed now that the Town has grown significantly. With the significant growth in employees, the old way of manually entering time has become very time consuming for both the employee, the supervisor for the approval process, and finance during the payroll process. By going to the automated electronic system, it will significantly reduce the number of missing time entry submissions, the amount of errors, and the time it takes to review time entries.

For example during the last payroll run, one supervisor spent approximately 3 hours approving time, and an administrative support staff then spent similar time after on phone calls from finance

regarding issues, and still, we had numerous employees who will have to have corrections applied during the next payroll process.

CVMO is willing to contribute to the purchase of the software through RICO funds and the remainder would come from Human Resources.

Recommended Action (Motion):

Move to approve the budget adjustment for use towards purchasing a time keeping module for the Town.



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: August 7th, 2024

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

Requesting Department: Human Resources

Staff Resource/Contact Person: Julia Kaiser, Human Resources Director

Agenda Title (be exact): Consideration and possible approval of amendments to the Town's Salary Plan

List Attached Documents: Salary plan as would be amended

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviews and comments Completed by:

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

Background Information:

This is a revised salary range table to include new updated job titles for the Maintenance Department and the Economic Development Department. Approved amendments and revisions do not constitute hiring of any additional unbudgeted employees but are intended to be a better description of the current work performed by such employees. The HR Department is bringing the revised version of the salary plan table for adoption by the Council.

Recommended Action (Motion): Move to approve the revisions to the Town's Salary Plan.

Town of Camp Verde
Permanent Salary Range Table Effective 8/7/24

New Salary Range	Minimum (Annual/Hourly)		Midpoint (Annual/Hourly)		Maximum (Annual/Hourly)		Job Classifications
	\$ 29,848	\$ 14.35	\$36,564	\$ 17.58	\$43,280	\$ 20.81	Arizona State Minimum Wage
1	\$31,928	\$ 15.35	\$39,112	\$ 18.80	\$46,296	\$ 22.26	Janitor Library Clerk Visitor Center Ambassador
2	\$33,524	\$ 16.12	\$41,067	\$ 19.74	\$48,610	\$ 23.37	Library Clerk, Senior
3	\$35,201	\$ 16.92	\$43,121	\$ 20.73	\$51,041	\$ 24.54	Parks & Rec Leader I
4	\$36,961	\$ 17.77	\$45,277	\$ 21.77	\$53,593	\$ 25.77	Parks & Rec Leader II
5	\$38,809	\$ 18.66	\$47,541	\$ 22.86	\$56,273	\$ 27.05	Maintenance Worker ¹ Grounds Maintenance Worker Building Maintenance Worker Library Specialist I
6	\$40,749	\$ 19.59	\$49,918	\$ 24.00	\$59,086	\$ 28.41	Spanish Outreach Library Specialist Animal Control Officer Administrative Assistant Senior Recreation Leader Administrative Clerk Records Specialist I Library Specialist II Court Clerk Quartermaster Finance Clerk Property & Evidence Custodian Equipment Operator Permit Technician I Utilities Clerk Trainee, Utilities Clerk I
7	\$42,787	\$ 20.57	\$52,414	\$ 25.20	\$62,041	\$ 29.83	Permit Technician II Records Specialist II Water Operator Trainee, Water Operator I Wastewater Operator Trainee, Wastewater Operator I Utilities Clerk II
8	\$44,926	\$ 21.60	\$55,034	\$ 26.46	\$65,143	\$ 31.32	Parks & Rec Coordinator Stormwater Specialist Equipment Operator, Senior Water Operator II Wastewater Operator II
9	\$47,172	\$ 22.68	\$57,786	\$ 27.78	\$68,400	\$ 32.88	Permit Technician III Maintenance Worker, Lead ² Grounds Maintenance Lead Building Maintenance Lead Court Security Officer Dispatcher Utilities Clerk III Water Operator III Wastewater Operator III Building Inspector I Youth Services Supervisor Admin to Town Manager
10	\$49,531	\$ 23.81	\$60,675	\$ 29.17	\$71,820	\$ 34.53	Public Works Analyst Code Enforcement I, II Plans Examiner I, II Planner I Building Inspector II
11	\$52,007	\$ 25.00	\$63,709	\$ 30.63	\$75,411	\$ 36.26	Civilian Investigator Human Resources Specialist Economic Development Specialist
12	\$54,608	\$ 26.25	\$66,894	\$ 32.16	\$79,181	\$ 38.07	Recreation Supervisor Accountant Planner II
13	\$57,338	\$ 27.57	\$70,239	\$ 33.77	\$83,140	\$ 39.97	Streets Maintenance Foreman

Summary of Comments on Permanent Salary Table FY25 Revised July 2024.pdf

Page: 1

 Number: 1 Author: Julia Kaiser Subject: Sticky Note Date: 7/22/2024 10:15:08 AM

This change is necessary for a better description of the current job responsibilities and tasks. This change doesn't constitute the creation of new unbudgeted positions.

 Number: 2 Author: Julia Kaiser Subject: Sticky Note Date: 7/22/2024 10:15:19 AM

This change is necessary for a better description of the current job responsibilities and tasks. This change doesn't constitute the creation of new unbudgeted positions.

							Peace Officer Deputy Town Clerk Maintenance Foreman
14	\$60,205	\$ 28.94	\$73,751	\$ 35.46	\$87,297	\$ 41.97	Dispatch Supervisor PW/ Utilities Admin Support Manager Public Safety Systems Administrator Economic Development Project Manager Court Supervisor
15	\$63,215	\$ 30.39	\$77,439	\$ 37.23	\$91,662	\$ 44.07	CAD Draftsman Wastewater Division Foreman Water Division Foreman Streets Supervisor
16	\$66,376	\$ 31.91	\$81,311	\$ 39.09	\$96,245	\$ 46.27	Accountant, Senior Senior Building Inspector Police Sergeant Library Manager Planner, Senior
17	\$69,695	\$ 33.51	\$85,376	\$ 41.05	\$101,057	\$ 48.59	Parks & Recreation Division Manager Economic Development Division Manager
18	\$73,180	\$ 35.18	\$89,645	\$ 43.10	\$106,110	\$ 51.01	Water Division Manager Wastewater Division Manager
19	\$76,839	\$ 36.94	\$94,127	\$ 45.25	\$111,416	\$ 53.57	Chief Building Official Court Administrator
20	\$80,680	\$ 38.79	\$98,834	\$ 47.52	\$116,987	\$ 56.24	CIP Project Manager Civil Engineer
21	\$84,714	\$ 40.73	\$103,775	\$ 49.89	\$122,836	\$ 59.06	Library Director
22	\$88,950	\$ 42.76	\$108,964	\$ 52.39	\$128,978	\$ 62.01	Risk Manager Town Engineer Town Clerk Lieutenant Public Works Deputy Director
23	\$93,398	\$ 44.90	\$114,412	\$ 55.01	\$135,427	\$ 65.11	Commander Civilian Commander
24	\$98,068	\$ 47.15	\$120,133	\$ 57.76	\$142,198	\$ 68.36	Economic Development Director Human Resources Director Parks & Rec Director Community Development Director
25	\$102,971	\$ 49.51	\$126,139	\$ 60.64	\$149,308	\$ 71.78	Finance Director Public Works Director Utilities Director
26	\$108,120	\$ 51.98	\$132,446	\$ 63.68	\$156,773	\$ 75.37	
27	\$113,526	\$ 54.58	\$139,069	\$ 66.86	\$164,612	\$ 79.14	Town Marshal
28	\$119,202	\$ 57.31	\$146,022	\$ 70.20	\$172,843	\$ 83.10	
29	\$125,162	\$ 60.17	\$153,323	\$ 73.71	\$181,485	\$ 87.25	Deputy Town Manager
30	\$131,420	\$ 63.18	\$160,989	\$ 77.40	\$190,559	\$ 91.61	
31	\$137,991	\$ 66.34	\$169,039	\$ 81.27	\$200,087	\$ 96.20	
32	\$144,891	\$ 69.66	\$177,491	\$ 85.33	\$210,091	\$ 101.01	Town Manager
	\$152,135	\$ 73.14	\$186,365	\$ 89.60	\$220,596	\$ 106.06	
	\$159,742	\$ 76.80	\$195,684	\$ 94.08	\$231,626	\$ 111.36	

	MAX
	45%

Seasonal Staff Starting Wage

MW	Recreation Aide - Scorekeeper
MW	Recreation Aide - Camp Counselor Aide
MW	Pool Cashier
MW+\$1.00	Pool Lifeguard
MW+\$1.50	Head Pool Lifeguard
MW+\$1.00	Camp Counselor
MW+\$1.50	Head Camp Counselor
MW + \$2.50	Camp Supervisor
MW + \$2.50	Pool Supervisor
\$25.00-35.00	Recreation Aide- Sports Official

 Number: 1 Author: Julia Kaiser Subject: Sticky Note Date: 7/22/2024 10:18:56 AM

This change reflects the change in the departmental structure of the Economic Development Department in lieu of the internal promotion of Molly Davies to the Deputy Town Manager/Economic Development Director position. While Molly will continue to support Economic Development as the Director for the time being, it is important to have a Manager in place for that department to help oversee the day-to-day operations. Previously, the Town had an Economic Development Project Manager; however, in evaluating what this position will do as well as comparable pay rates for the Manager position, it was determined that pay grade 17 was more appropriate for the position.

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Agenda Item Submission Form – Section I
Meeting Date: 8/7/2024

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

Requesting Department: Utilities – Stormwater Division

Staff Resource/Contact Person: Patty Mancini, Stormwater Specialist

Agenda Title (be exact): Consideration and Approval of Brownfields Grant Application from Arizona Department of Environmental Quality for the Brick Building at 546 S 1st Street.

List Attached Documents: Grant application and supporting documents

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviews and comments Completed by:
☒ Town Manager: Miranda Fisher
 ☒ Department Head: Jeff Low
☐ Town Attorney Comments: _____

☐ Risk Management: _____

☐ Finance Department

Fiscal Impact:
Budget Code: N/A **Amount Remaining:** N/A
Comments:

Background Information: The brick building located at 546 S 1st Street was approved for purchase on 8/2/23 by Council in the amount of \$790,000.00 and included 2 adjoining parcels. Acquisition occurred on 8/18/23. The building was slated to be the next Yavapai Family Advocacy Center for the Verde Valley Region by the Camp Verde Marshal's Office, however, there were issues found upon inspection of the house. To the best of my knowledge an asbestos test was not performed due to funding issues. Staff is seeking assistance from ADEQ for testing and restoration of this property for use by the Advocacy Center whose mission is to reduce trauma to victims of abuse by providing a safe, supportive environment for forensic interviews, sexual assault exams and providing resources.

Recommended Action (Motion): Move to approve Brownfields Grant Application from Arizona Department of Environmental Quality for the Town-Owned Brick Building located at 546 S 1st Street

Instructions to the Clerk: None.

Patty Mancini
Stormwater Specialist
Town of Camp Verde
395 S Main Street
Camp Verde Arizona 86322
patricia.mancini@campverde.az.gov
928-554-0824
7/18/2024

Travis Barnum
Brownfields Coordinator
Arizona Department of Environmental Quality
1110 W Washington St., 6th floor
Phoenix, Arizona 85007

Dear Mr Barnum,

On behalf of the Town of Camp Verde, I am pleased to submit this application for the Brownfields Grant from the Arizona Department of Environmental Quality (ADEQ) for the restoration of the brick house located at 546 S 1st Street, Camp Verde, Arizona 86322. This project aims to transform this building into a much-needed facility that provides a safe and supportive environment for victims of abuse.

The brick house presents a unique opportunity for adaptive reuse. The current condition of the property requires substantial environmental remediation and renovation to ensure it meets modern safety and health standards. The Brownfields Grant will be instrumental in addressing these challenges, allowing us to restore and repurpose this building to serve as a space of reduced trauma for victims of abuse.

This facility will offer a welcoming and confidential setting where individuals can receive the necessary support and resources to navigate through their traumatic experiences. By providing a safe space for advocacy and investigation, we aim to improve the overall well-being of victims and facilitate the effective prosecution of perpetrators.

The benefits of this project extend beyond the immediate impact on victims of abuse. Restoring the brick house will contribute to the revitalization of our community and will address a critical social issue. The project aligns with the Town of Camp Verde's commitment to creating a safe, healthy, and supportive environment for all residents.

Thank you for considering our application. We look forward to the opportunity to collaborate with ADEQ on this vital project. Please do not hesitate to contact me at 928-554-0824 or patricia.mancini@campverde.az.gov if you require any additional information or have any questions.

Sincerely,

Patricia Mancini
Stormwater Specialist
Town of Camp Verde



Brownfields State Response Grant (SRG) Application

Arizona Department of Environmental Quality
Federal Programs (Brownfields), Sixth Floor
1110 W. Washington St., Phoenix, AZ 85007

The application and information obtained during any investigation conducted by ADEQ is considered a public record.

Preliminary Eligibility Criteria (Choose either Yes or No)	YES	NO
1) Is the Applicant a government entity or non-profit organization?	☒	☐
2) Is the Applicant the owner of the property? (Required for a clean-up grant)	☒	☐
3) Is the Applicant planning to purchase the property?	☐	☒
4) Is the Applicant a private entity?	☐	☒
5) Is the suspected or known contaminant a petroleum product?	☐	☒
6) Is the suspected or known contaminant a hazardous substance?	☐	☒
7) Is the property mine-scarred land?	☐	☒
8) Is the site located in a CERCLA (Superfund) or WQARF area?	☐	☒
9) Is an Arizona Smart Growth card filed? (Give the entity name, if applicable)	☐	☒

Please list suspected or known contaminants of concern on the property:

There is a possibility of Asbestos, however a test has not been performed. There was other testing completed and the results are attached to this application. There are multiple code violations making this an unuseable property as there is no current funding for this project.

Please contact Brownfields Program staff for assistance before completing your application:

Travis Barnum, Brownfields Coordinator
Waste Programs Division
Arizona Department of Environmental Quality
1110 W. Washington Street, 6th Floor, Phoenix, AZ 85007
Direct Line: 602-771-2296
Email: barnum.travis@azdeq.gov
Toll free in AZ: 800-234-5677, Ext. 6027712296

Applicant Name:	Patty Mancini		
Organization:	Town of Camp Verde		
Address:	395 S Main Street Camp Verde, Arizona 86322		
Phone:	928-554-0824	Fax:	n/a
Email:	patricia.mancini@campverde.az.gov		

Proposed Site Information:

Site Address:	546 S 1st Street Camp Verde, Arizona 86322
Current Zoning:	R1-18, C2-4
Assessor's Parcel #:	404-28-062J

Current Owner Information (if different from applicant):

Name:	Town of Camp Verde
Address:	473 S Main Street Camp Verde, Arizona 86322
Phone:	928-554-0000
Email:	utilities@campverde.az.gov

Project Information

Your grant application package must include the following information to assist ADEQ in determining the initial eligibility of your project for an environmental site assessment (ESA) or for a clean-up grant. Provide the following information in a typed narrative of no more than five pages.

- 1 Cover letter requesting SRG funding to perform a Phase I or Phase II ESA or clean-up activities.
- 2 Requested funding amount.
- 3 Description of how grant funding will be used (list properties to be included in the project).
- 4 General description of the property (current owner, location, acreage, and past, current and future use).
- 5 If applicable, list anticipated sources of funding to be used for purchasing and developing the site.
- 6 If possible, sources and amounts of funding already expended on the site.
7. If the applicant is to manage the project instead of ADEQ, include the name of the applicant's project manager, title, address, and a brief description of their qualifications to manage the project.
8. If applicable, documentation of intent to purchase and develop the project site.
9. Identify any development activities within the area that may include the site or surrounding properties.
10. Documentation of site access to accomplish the on-site work.
11. Benefits of site re-development to the public.
12. Statement as to whether the site is located in WQARF or Superfund areas.
13. If a Phase II SA or clean-up is conducted, list past, current, and/or future community outreach activities involving the site.
14. Applicant's key contact person to receive site updates and correspondence from ADEQ.
15. Site parcel map.
16. ProcureAZ Vendor Number. *If you need to register, please go to: <https://procure.az.gov.bso/>

Brownfield Grant Application Narrative

1. Cover letter requesting SRG funding to perform a Phase I or Phase II ESA or clean-up activities.

See attached cover letter.

2. Requested funding amount:

At this time, we do not have a specific funding amount determined for this project. The exact financial needs will be clarified following further assessments and planning.

3. Description of how grant funding will be used:

The grant funding will be used to restore an unused brick building to create an advocacy center for the severely underserved populations of Camp Verde, Cottonwood and Clarkdale . There is currently no place in the Verde Valley that provides a sanctuary of this nature, so victims must endure a long trip, sometimes 30-50 miles away, during a period of intense trauma to the closest location. They will also have to make this trip for ongoing services such as therapy, groups, and other supports for themselves and their children.

The Mission Statement of Yavapai Family Advocacy Center and the Prevent Child Abuse Arizona Mission Statements as well as Letters of Support are provided from agencies that plan to support the Yavapai Family Advocacy Center which include the Camp Verde Marshal's Office, Yavapai County Sheriff's Office, Clarkdale, Jerome, Payson, Sedona and the Yavapai Apache Nation Police Departments are included.

Specifically, the funding will be utilized for:

- Environmental assessment and remediation of the brick house to meet modern safety and health standards.
- Renovation and adaptive reuse of the building.
- Restoration of structural integrity and installation of necessary safety features.
- Purchase of necessary equipment and furnishings to support the operations of the facility.

4. General description of the property:

- **Current owner:** Town of Camp Verde
- **Location:** 546 S 1st Street, Camp Verde, Arizona 86322
- **Acreage:** Approximately 0.75 acres
- **Past use:** The brick house was previously a residential property.

- **Current use:** The property is currently vacant as it has been newly acquired by the Town in August of 2023. Upon inspection, multiple code violations were found as the house was built in the 1960s when codes were quite different than today. To make this building a usable space, it will require mitigation of the issues found during the inspection (report with pictures included) and an asbestos test and mitigation if necessary.
- **Future use:** The site will be repurposed into a facility for victims of abuse, providing a safe and supportive environment.

5. Anticipated sources of funding:

There are currently no Town funds allocated for the renovation of this building, however, there are possibly additional funds that may become available from various organizations that have been requested by the Yavapai Family Advocacy Center staff. Although YFAC has filed grant applications, no funds have been secured at the time of this writing.

6. Sources and amounts of funding already expended:

The parcel was transferred to the Town of Camp Verde under a special warranty deed to the Town for \$10 and was part of a larger acquisition at the time of purchase. The inspection report prepared was paid for by Yavapai Family Advocacy Center.

7. Management of the project:

The project will be managed by Martin Smith, CIP Project Manager for the Town of Camp Verde. With his office, located at 395 S Main Street, Camp Verde, AZ 86322, he will be in close proximity to the site, ensuring immediate access and oversight. Martin will coordinate all aspects of the project, including planning, execution, and compliance with regulations, leveraging his expertise to ensure the project's success.

8. Documentation of intent to purchase and develop the project site:

The Town of Camp Verde owns the property and has passed a resolution to redevelop and revitalize the site for the proposed use.

9. Development activities within the area:

No development activities are planned at this time; however, the Town does own the property to the south and may develop it in the future for a municipal center.

10. Documentation of site access:

The site has clear access from S 1st Street, which connects to the main thoroughfares of Camp Verde. The keys for all Town facilities are accessible through the Maintenance Department Supervisor, Jeff Kobel.

11. Benefits of site redevelopment to the public:

Redeveloping the brick house into a facility for victims of abuse will provide a critical resource for vulnerable individuals, offering a safe space for support and recovery. The project will also:

- Reduce local victim trauma by providing confidential support services that otherwise would not be sought after due to distance to support facilities.
- Provides immediate, local sanctuary for victims of sexual assault to include necessary services such as safe and sanitary exams and incident interview investigation.
- Provide convenient, in-person ongoing emotional support for victims and their families.
- Enhance community safety by facilitating the prosecution of perpetrators.
- Contribute to the revitalization of the neighborhood.

12. WQARF or Superfund status:

The site is not located in a WQARF or Superfund area.

13. Community outreach activities:

Past outreach efforts included consultations with local advocacy groups and public encouragement to provide feedback during Council meetings discussing the acquisition and intended use of the building. Currently, we are fostering partnerships with local non-profits and law enforcement agencies to ensure robust support for the facility. Looking ahead, we plan to continue engaging the community through awareness campaigns and active involvement in the facility's development and operations.

14. Key contact person:

Patricia Mancini, Stormwater Specialist
Phone: 928-554-0824
Email: patricia.mancini@campverde.az.gov

15. Site parcel map:

Attached is the parcel map of the site located at 546 S 1st Street, Camp Verde, AZ. Parcel number: 404-28-062J.

16. ProcureAZ Vendor Number:

The Town of Camp Verde's ProcureAZ Vendor Number is IV0000009864.

Brick Building on 1st Street



Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

Maximized at: 7.22.2024



Legend

- City Boundaries
- Cottonwood
 - Peoria
 - Prescott
 - Sedona
 - Camp Verde
 - Chino Valley
 - Clarkdale
 - Dewey-Humboldt
 - Jerome
 - Prescott Valley
 - Wickenburg
 - County Boundary
 - Counties
 - Parcels
 - Major Roads
 - Interstate
 - State Highways
 - Major Roads
 - Road Centerlines

**(Corrected) DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, AUGUST 2, 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** Vice Mayor Moore called the meeting to order 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 (Zoom)

Also Present. Interim Town Manager Barbara Goodrich, Town Attorney Trish Stuhan, Town Clerk Cindy Pemberton and Assistant Clerk, Jadie Edwards.

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) No minutes to approve

b) Set Next Meeting, Date and Time:

- 1) Work Session – Wednesday August 9, 2023 at 5:30 p.m.
- 2) Regular Session – Wednesday August 16, 2023 at 6:30 p.m.
- 3) Work Session – Wednesday August 23, 2023 at 5:30 p.m.

c) Consideration & possible approval of Resolution 2023-1110, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, adopting fees for Town services for Fiscal Year 2023-24 and superseding Resolution 2022-1090. Staff Resource Mike Showers

On a motion by Councilor McPhail, seconded by Councilor Escoffier, Council moved to approve the consent agenda.

Roll Call Vote:

Councilor Baker: Aye
Councilor Escoffier: Aye
Councilor McPhail: Aye
Councilor Murdock: Aye
Councilor Godwin: 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))

Johnny Sheeley spoke to Council to object to some of the material that has been displayed at the Camp Verde Library. He gave reasons to Council as to why he feels this way.

Danielle Church spoke requesting that content aimed for children at the Camp Verde Library with sexual content and sexual ideology be moved to a separate area. She also would like the staff member who approved those types of materials to be investigated. She brought examples in of the material that she was referencing.

Steven Backus spoke regarding content at the Camp Verde Library. He too feels that there are sexually explicit materials at the library that are being wrongly exposed to children. He invited Council to an event that he's putting on Saturday, August 5, at the library promoting Brave Books. He asked Council to provide armed Marshals at the event.

Candace Hardin spoke regarding the Camp Verde Library. She spoke to Council two months ago regarding the books at the library that were sexually explicit and displayed in a location in which children could see and access them. She feels there has been no action by Council, and wondered if they plan to act. She brought up Council approving a Library Manager position at \$81K, and the correlation to this hire and the recent events taking place.

Matt Jahnke read excerpts from a book that he checked out at the Camp Verde Library. The book was from the young adult section of the library. He felt this book was much too inappropriate to be available to an audience as young as 12. He wondered who approved these books to be displayed in the young adult section of the library.

Interim Town Manager Barbara Goodrich told Council and the audience that the Library Presentation is scheduled for August 23rd. At this presentation, the public can ask questions to receive more information.

Councilor Baker shared that Council has taken action to address some of these library issues, but the meeting on August 23rd will be an opportunity for them to clarify these actions they've taken.

6. Special Announcements and Presentations:

- **None**

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.

Councilor Godwin shared that on September 10th at 3 o'clock, there will be a harmonious celebration with an acapella syndicate at the Phillip England Center for Performing Arts. It's a \$20 fee, or free if you're part of the public school system.

Councilor McPhail said that she continues to attend her usual events in the town. She also wanted to share some insight on the library concerns, however, she decided it was best to save it for a later event.

Councilor Baker attended the NACOG transportation meeting. She shared some details of the meeting and spoke of a grant that has been received for Public Works for street projects that they want to do.

Councilor Escoffier had nothing.

Councilor Murdock shared that Camp Verde Unified School District schools begin on Monday. She said that all positions in the district are full.

Mayor Jenkins attended the Verde Valley Regional and Business Resiliency Forum at Page Spring Cellars.

She also shared that the League had a quick meeting due to concerns of the residential rental tax being increased. They are urging municipalities to be prepared. She attended a water meeting in Flagstaff and shared that Camp Verde was accepted as a voting member of Northern Arizona Municipal Water Users Association.

Vice Mayor Moore had nothing.

Ms. Goodrich shared that on August 3rd, they will be opening the school transportation improvement plan bids. Construction will begin this fall, and they've spoke with the Superintendent to try and reduce any traffic issues this may cause. New striping has been done on Finnie Flat Rd, and new striping projects will continue to be done throughout the town.

At the department head meeting, they did an ALICE training, which is an active shooter training. She offered this training to others.

8. Discussion, Consideration and Possible Direction to the Town Manager to purchase soccer goal posts for placement at the Sports Complex. Staff Resource: Ken Krebbs

Public Works Director Ken Krebbs gave details to Council on the goal posts he is requesting to purchase. He said there are several upcoming sporting events that will be taking place at the Sports Complex. Mr. Krebbs shared that purchasing these goal posts would give them two full sets so they can use the fields properly. The other set that they have was given to them from the school. They fixed it up and have been using it. Eventually, they'd like to replace that set with another new one.

Vice Mayor Moore said that she doesn't like the idea of using a hand-me-down set. She'd like to purchase two sets, so they have brand new, proper goals for the kids. She wondered if 4 goals would be enough.

Yavapai Soccer Club Coach Dave Castillo came up to speak and give clarification to the size of the goals needed for the fields. He said two sets of goals would be enough for his league, however, other leagues might need different goals. Additionally, the sizes they are requesting for purchase are the right size for his team, but other organizations such as AYSO would need small sizes. Mr. Castillo said having other sized goals would be a benefit for the town to host tournaments and bring potential revenue to the town. Right now, his team plays their home games in Prescott, but he's pushing to have their home games be here in Camp Verde.

Councilor Escoffier wondered if the Qty: 2 meant that they'd be buying two sets of goals, or just two goals.

It was clarified that the price provided to them reflected one set of goals, which would be 2 goals. However, the price would double when they buy two sets, to have 4 goals.

Councilor Murdock wondered what budget this would be coming out of.

Mr. Krebbs said he plans to use Mr. Showers' guidance to make sure it's budgeted properly.

Councilor Murdock would also like AYSO to be reached out to in regard to properly equipping them with the right size goals. She would like to approach this with a professional standard to provide organizations with the equipment they need.

Councilor McPhail agreed.

Mayor Jenkins was thrilled that this came before Council. She felt like the right thing to do would be to have two full new sets.

On a motion by Councilor McPhail, seconded by Councilor Godwin, Council moved to authorize staff to purchase two of the Soccer goal sets that were proposed to them.

Roll Call Vote:

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

- 9. Discussion, Consideration and Possible Direction to staff relating to the implementation of Utility Rate Adjustments as outlined in the Town's Water and Wastewater Rate Study/Analysis prepared by Economists.com. Staff Resource: Mike Showers**

Mr. Showers introduced Dan Jackson. Mr. Jackson previously presented the town's Water and Wastewater Rate Study/Analysis, but in taking a second look, and upon Council's request, several different adjustments were made to the rate recommendations. In addition, Town Staff was able to go back and revisit some of the CIP needs, and have added a few projects. Capital projects drive rate plans, but it is his desire to balance keeping rates as low as possible, while investing in the system to make sure it operates adequately. Mr. Jackson said the challenges that are being faced in Camp Verde are challenges that are being faced all over the world. Water rates are going up, and many of the reasons for this are beyond control. Using a PowerPoint presentation, Mr. Jackson shared with council the updated 2023 Water and Wastewater Rate Study/Analysis and Long-Term Financial Plan with the adjustments requested.

He presented to Council two Water Rate Scenarios-

Scenario I- Status Quo, which is based on the rate structure that is currently in place. It doesn't change the rate structure; it just does percentage increases each year.

Scenario II- Conservation Rate, which was presented to Council at the last meeting and has been tweaked a little bit based on feedback given.

In the Status Quo scenario, it was recommended that they do a series of staged increases on the base charge. These staged increases were provided to Council.

In the Conservation Rate scenario, it was recommended to set tiers that would give people an incentive to use less water.

Most customers would see a lesser increase under the conservation scenario.

Additionally, he presented one Wastewater Rate Scenario-

Scenario I- Status Quo (Fixture Units)

He does not believe the data is adequate at this time for them to implement a volume-based wastewater rate, however, he does feel that as a long-term plan, they should consider doing that. It will be heavily depended on having accurate and adequate data.

Mr. Jackson recommended tackling one problem at a time. They'll get the revenue they need right now and come back later with more accurate data to discuss different options for wastewater.

The wastewater increases were also provided to Council. He recommended a five-year plan on these wastewater increases with one ordinance, one public hearing, one adoption, and 5 years of automatic adjustments.

He said realizes that it's never easy to ask rate payers to pay more, but there are many benefits on implementing this plan. Mr. Jackson shared with Council the steps that they would need to take to implement these rate plan changes.

Vice Mayor Moore directed her questions to Utilities Director Jeff Low. She stated that she would like to have a public forum about the water before they move forward with this. She felt the residences need to be onboard with this and be given the information necessary. It's her opinion that the conservation scenario would be the best bet. Her concern is senior citizens on a fixed income.

Councilor Godwin feels there would be a catastrophic fail if rates were kept the way they are today. There is a lot that needs to be done in the town's water, in which she finds the most important is conservation.

Councilor McPhail wondered if grants that have been applied for are received, can they stop/slow the rate increases. Mr. Low said yes. He would like to do a workshop in the 60-day period to educate the public.

Council continued to ask Mr. Low and Mr. Jackson questions to better understand the adjustments in the water and wastewater rates and what the benefits and repercussions would be for the Town of Camp Verde and citizens. Additionally, Council agreed that it's very important to educate the citizens on what's going on and why. They are doing their best to provide a quality service to the Town in both water and wastewater, however, it's a big process to get it there. They are not trying to be "for profit" in any of this but are trying to put all the money back into the systems so they're reliable.

Mayor Jenkins was glad to know that if grants were to be received, rate increases could be amended. Additionally, she thought it was very important for citizens to understand that these increases would be primary tied to infrastructure and not operational issues. She asked Mr. Showers if he gives his blessing on these rates and with them taking effect in January of Fiscal Year 2024.

Mr. Showers said the scenarios were not put in the budget because he recently received these numbers. A very close representation of these numbers was put in the budget from the original presentation to Council from Mr. Jackson. He feels they are just fine budget wise. He had some differing opinions from Mr. Jackson on some of the rate increases, but he does agree in most cases.

Public Comments:

Charlotte Salsman said she liked the idea of water conservation. She wonders why there isn't an option for smaller water usage, at a lower base price. She would also like to see sewer rates be based on water usage. Ms. Salsman feels people should be billed based on the water and wastewater that they're using. It's only fair.

To respond to Ms. Salsman, Vice Mayor Moore, Mr. Low, and Mr. Jackson shared that they will be getting the sewer rate based on water, but for several reasons, will not be done immediately. Additionally, they plan to merge water and wastewater. They do not agree with the fixture amount, but they are holding off to relook at this to make the best decision moving forward to do it right, rather than doing it quickly.

Town Attorney Trish Stuhan told Council they did not have to decide at this meeting which scenario to move forward with; however, they did have to direct staff to proceed with a notice of intent. That would be the next step in moving this process forward.

Councilor Murdock wondered if they were able to change any of the rate structures presented to them after getting feedback from the public. Mr. Jackson told her that they could.

On a motion by Councilor Godwin, seconded by Councilor McPhail, Council moved to direct staff to post a notice of intent to increase water and wastewater utility rates based on the recommended scenarios.

Roll Call Vote:

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

Break: 8:22 P.M.

Resume: 8:32 P.M.

10. Discussion, Consideration, and Possible Approval of Contract No. 23-177 for Engineering services for the 7th Street sidewalk CDBG Improvement Project in and amount not to exceed \$60,000. Staff Resource: Martin Smith

Town Project Manager Martin Smith told Council they have a CDBG grant to improve the sidewalks. Staff is not resourced sufficiently to do the design in house, so they will need a full set of design plans. They are contracting out with an outside agency. They have selected Lions Engineering, as he feels they will be a good fit. Their proposal will be for a rate not to exceed \$60,000, which is just for the design

engineering.

Councilor Escoffier asked the Town Attorney if she had the opportunity to go over the consultant agreement. Town Attorney Trish Stuhan responded and said that she did have the opportunity to look over the agreement and does have some recommendations. She feels the scope of work is great, but she has some revisions to the attachments.

Mr. Martin said they are slightly behind on the process, so he would like to see it moved forward and not be delayed.

Councilor Baker wondered about the CDBG grant and why they have money left over to do this project. Mr. Martin told her it was likely an inconsistency with the grant. They have the money in place, and the entire project needs to be done by October 2024.

On a motion by Councilor McPhail, seconded by Councilor Godwin, Council moved to approve Contract No. 23-177 in the form approved by the town attorney for Engineering services for the 7th Street sidewalk CDBG Improvement Project to Lion Engineering in the amount not to exceed \$60,000.

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Aye

Councilor McPhail: Aye

Councilor Murdock: Aye

Councilor Godwin: Aye

Vice Mayor Moore: Aye

Mayor Jenkins: Aye

Motion Carried 7-0.

Councilor Murdock would like updates on any changes in the contract.

11. **Discussion, Consideration, and Possible Approval of Resolution 2023-1117; A Resolution of the Mayor and Town Council of the Town of Camp Verde, Arizona, authorizing the acquisition of certain real property in the Town located near west Head Street and south First Street, Yavapai County Parcel Nos. 404-28-055N, 404-28-062C, and 404-28-062B, for the purpose of providing municipal services, and authorizing and directing the Mayor, Town Manager, and Town Attorney to acquire title to certain parcels of real property on behalf of the Town by donation, eminent domain or purchase for an amount not to exceed the fair market value of the property, plus acquisition and closing costs. Staff Resource: Barbara Goodrich**

Ms. Goodrich shared with Council that the purchasing of this property would be to ultimately relocate Camp Verde Town Hall as a longer-term growth strategy for the town. This parcel is located next to two other town owned properties. There are no

plans, dates, or budget in place for this property, but rather they are purchasing it now to utilize later.

Councilor Godwin spoke in opposition of relocating Town Hall, Town Offices, and the Town Gazebo on Main Street as they are the cultural center of the town. She feels most towns don't have a city center like Camp Verde does. Additionally, she is not a fan of starting something new before they have other projects completed. She feels the money could be utilized in a better way for the town.

Mayor Jenkins expanded on what Ms. Goodrich previously said. She stated that this opportunity to purchase this property may be something that doesn't pass by them again. She wants to take advantage of the opportunity to grab hold of this property for whatever purpose they choose, as this town and the operations needed to run it are going to grow. She feels it's a good use of funds for the future of the Town of Camp Verde.

Councilor Murdock spoke in support of what Mayor Jenkins said. She doesn't intend on moving off Main Street all together, but she feels purchasing the property would be a smart move for the town.

Councilor Escoffier agreed as well.

Councilor McPhail said that the money is coming from ARPA funds, which is money they may never see again.

On a motion by Councilor Murdock, seconded by Councilor McPhail, Council moved to approve Resolution 2023-1117; A Resolution of the Mayor and Town Council of the Town of Camp Verde, Arizona, authorizing the acquisition of certain real property located near west Head Street and south First Street, Yavapai County Parcel Nos. 404-28-055N, 404-28-062C, and 404-28-062B, for the purpose of providing municipal services, and authorizing and directing the Mayor, Town Manager, and Town Attorney to acquire title to certain parcels of real property on behalf of the Town by donation, eminent domain or purchase for an amount not to exceed the fair market value of the property, plus acquisition and closing costs.

Roll Call Vote:

Councilor Baker: Aye

Councilor Escoffier: Aye

Councilor McPhail: Aye

Councilor Murdock: Aye

Councilor Godwin: Nay

Vice Mayor Moore: Aye

Mayor Jenkins: Aye

Motion Carried 6-1.

- 12. Discussion, Consideration, and Possible Approval of a real estate purchase contract between the Town of Camp Verde, Arizona and Brock and Kate Blevins for the purchase by the Town of certain real property in the Town located near west Head Street and south First Street, Yavapai County Parcel**

Nos. 404-28-055N, 404-28-062C, and 404-28-062B for an amount not to exceed \$790,000.00 and related closing costs. Staff Resource: Barbara Goodrich

Ms. Goodrich said she doesn't have any comments to add regarding the purchase. She did want to let Council know that they do have a handout at their seat. They found some administrative changes from the title company, and they had to correct those. She will give the updated purchase agreement to the clerk.

Councilor Baker wondered if the funding for this purchase was through the federal monies, why are they having to contribute an additional \$10,000 from reserves. To which Ms. Goodrich responded, the appraisal came in at \$10,000 above the amount budgeted out of ARPA funds. She stated that it would come from reserves, but she will review that with Mr. Showers.

On a motion by Councilor Murdock, seconded by Councilor McPhail, Council moved to approve a real estate purchase contract between the Town of Camp Verde, Arizona and Brock and Kate Blevins for the purchase by the Town of certain real property in the Town located near west Head Street and south First Street, Yavapai County Parcel Nos. 404-28-055N, 404-28-062C, and 404-28-062B for an amount not to exceed \$790,000.00 with changes to the real estate purchase contract to purchase price line item number 2, line item 19 Arizona law, and to exhibit A legal description.

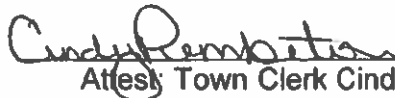
Roll Call Vote:

Councilor Baker: Aye
Councilor Escoffier: Aye
Councilor McPhail: Aye
Councilor Murdock: Aye
Councilor Godwin: Nay
Vice Mayor Moore: Aye
Mayor Jenkins: Aye
Motion Carried 6-1.

13. **Adjournment** Vice Mayor Moore adjourned the meeting at 8:54 PM.



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 August 2, 2023. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this 28th day of August, 2023.

_____

Cindy Pemberton, Town Clerk



Matthew Randall | President CEO

15433 W Dale Lane
Surprise AZ 85387

602-579-9943

Inspection Report Prepared For:

Camp Verde Advocacy Center

Residential to Commercial Conversion Inspection

3/27/2024

Office: office@platinumbuildersaz.com | President: matt@platinumbuildersaz.com



Matthew Randall | President CEO

15433 W Dale Lane
Surprise AZ 85387
602-579-9943

Based on the inspection performed yesterday, please see below for notes we recommend.

Fire Requirements

Fire alarms must be present and wired into an electrical and HVAC system with a shutdown unit also installed. Alarms must be visual and audio per safety standards. Fire exits and signage must be present at all exits for public use. Back-up lighting systems need to be designed into fire plans in case of power outage. Smoke alarms are also missing and must be installed.

Fire suppression system must be designed and installed in single family dwelling conversion to commercial. Fire sprinklers must cover any interior space occupied, bathrooms and storage rooms.

Fire extinguishers must be present in building.

Plumbing

Plumbing is undersized and aged to the point that no warranty can be offered. Supply system and waste system need to be brought in new and up to code standards and ADA height standards. The water heater should be replaced with a commercial unit if possible.

Main drain to sewer recommended to be inspected by licensed plumber before construction.

Main water to have proper grounding.

Mechanical and Air Quality

HVAC system is not up to code for commercial use and will need adequate fresh air supply.

Ducting and fresh air returns insufficient for commercial use.

Commercial ac unit recommended on roof unit.

Office: office@platinumbuildersaz.com | President: matt@platinumbuildersaz.com

Electrical

All wire incorrect for commercial wire size standards of 12/2 wire in casing
Electrical supply panel not sufficient for code compliant breakers and updated system.
Grounding rods need to be installed 10' each direction.

All circuits to be 20 AMP
Back up lighting system integrated.
All systems to in panel with property labeled ID sheet.
Panel must have pad lock to protect from tampering.
All outlets to be tamper resistant.
GFCI to be installed in areas with water 6'.

Electrical system to be replaced.

Flooring to be replaced throughout to commercial use flooring

Structural

Two trusses will need to be engineered to be repaired due to large cracks.
Some ceiling rafters need to be repaired due to the fact they are too short to carry loads properly.
Exterior truss in eaves are rotten and have been repaired improperly
Have structural engineer evaluate home.

Roof

Roof looked to be in fair condition 4-5 years left on life.

Foundation- has erosion present and further evaluation required.

Safety/ADA

Parking- not to ADA requirements
[Accessible Parking Spaces | ADA.gov](#)
Ramps and railing not present to meet ADA
Bathrooms, hallways and doorways not meeting ADA size requirements

[2010 ADA Standards for Accessible Design | ADA.gov](#)

[2018 INTERNATIONAL BUILDING CODE \(IBC\) | ICC DIGITAL CODES \(iccsafe.org\)](#)

Thank you for your consideration,



Matthew Randall

Office: office@platinumbuildersaz.com | President: matt@platinumbuildersaz.com

WHAT IS A

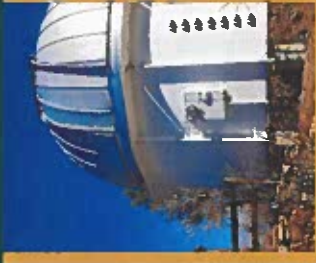
BROWNFIELD?

A site or property that...



- is underused/abandoned
- is contaminated – actual or perceived
- has potential for redevelopment

WELL-KNOWN FORMER BROWNFIELDS:



Lowell Observatory
Flagstaff, AZ



Tempe Marketplace
Tempe, AZ



Standin' On The Corner Park
Winslow, AZ

COMMON SITES



SCHOOLS



FIRE
DEPARTMENTS



HOSPITALS



HOTELS AND
MOTELS



DRY CLEANERS



AGING
COMMERCIAL
BUILDINGS

BROWNFIELDS CLEANUPS STRENGTHEN COMMUNITIES



- Removing environmental hazards
- Creating jobs
- Promoting social opportunities
- Stimulating local economy

COMMON CONTAMINANTS



- Asbestos
- Lead
- Mold
- VOCs (volatile organic compounds)

BROWNFIELDS CLEANUPS

More than

90 sites

(2,056+ acres)
remediated for reuse in

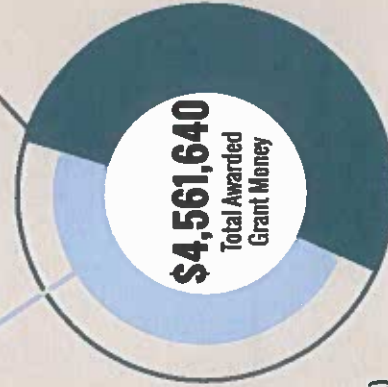
45 AZ cities

since 2005

azdeq.gov

Cleanup:
\$2,380,332

Assessment:
\$2,181,308



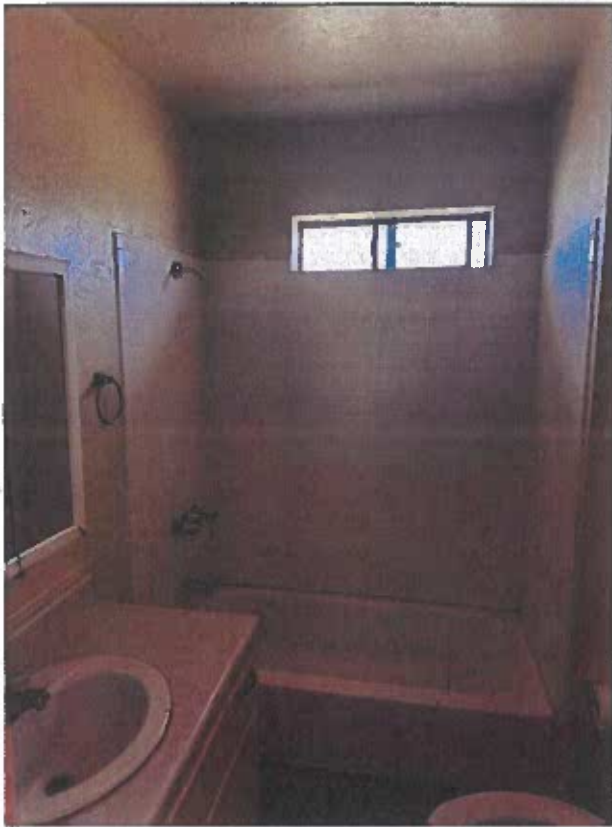
Inspection Report Prepared For:

Camp Verde Advocacy Center

Residential to Commercial Conversion Inspection

3/27/2024

Report Prepared By: Platinum Builders Group, LLC



- Bathroom Not in ADA Compliance



- Water Heater Needs to be Brought up to Code



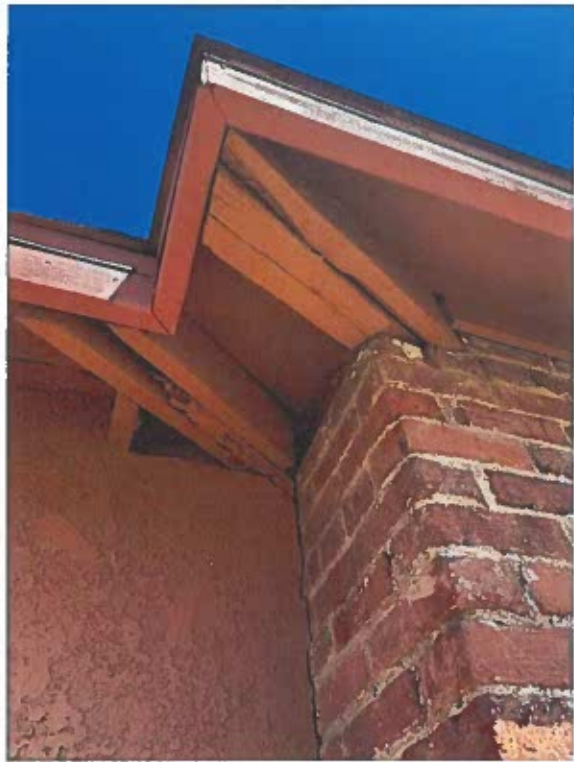
- Kitchen Not Complete for Use Commerically



- P Trap Missing, Sink has Leak, Not up to Code



- Trusses Rotted Under Eaves



- Trusses Rotted and Need to be Replaced



Item needs to be removed from Light Fixture and Brought to Code



Foundation shows signs of deterioration.



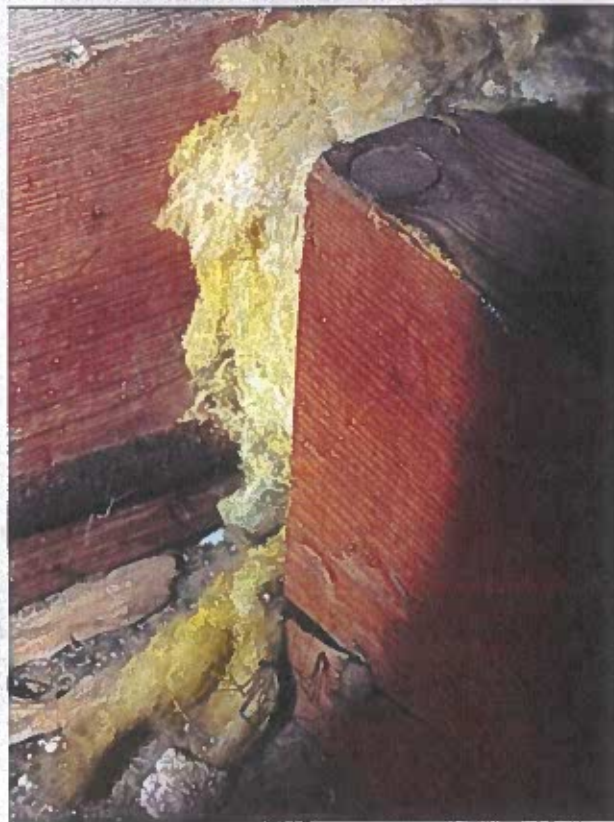
Broken Truss in Attic



Broken Trusses in Attic



Ceiling Joist Cut Too Short



Ceiling Joist Cut Too Short



Electrical Box Not up to Code for Commercial Use



Electrical in Attic Not to Code



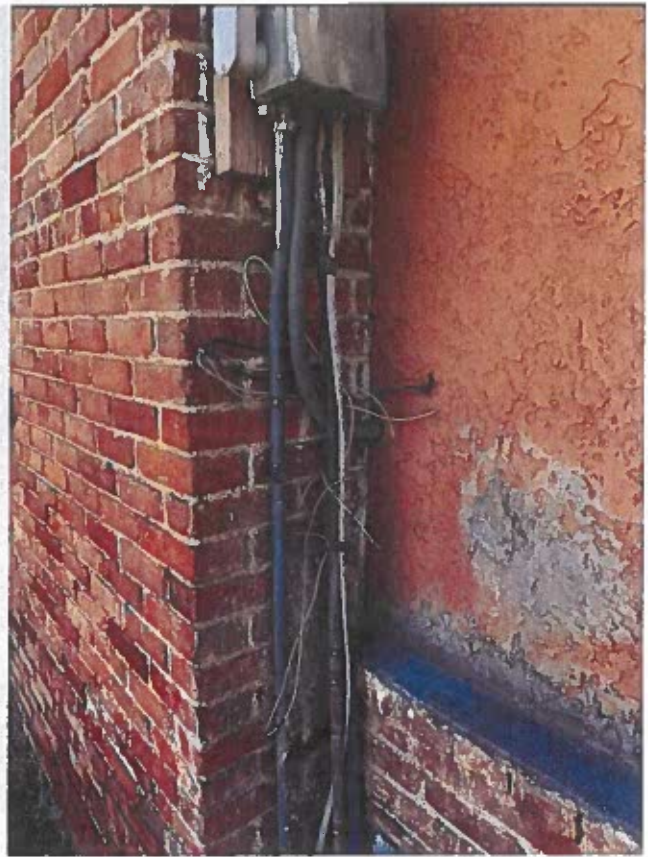
Electrical Not up to Commercial Code



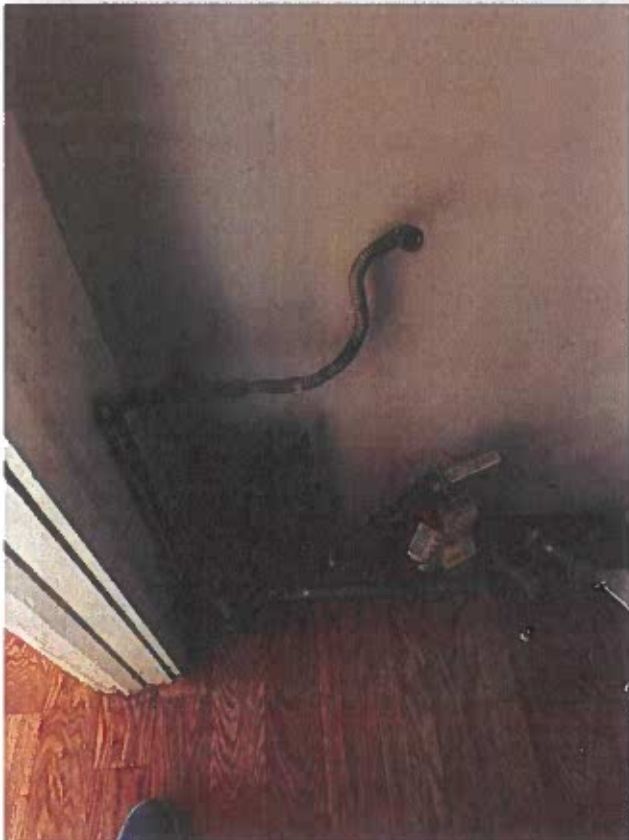
Electrical Panel Needs to be Upgraded



Electrical Panel Not for Commercial Use



Electrical Wires Not Protected – Safety Hazard



Gas Lines Need to be Evaluated by Plumbing Contractor



Gas Pipe – Unknown Origin



HVAC Abandoned Fresh Air Vent Abandoned



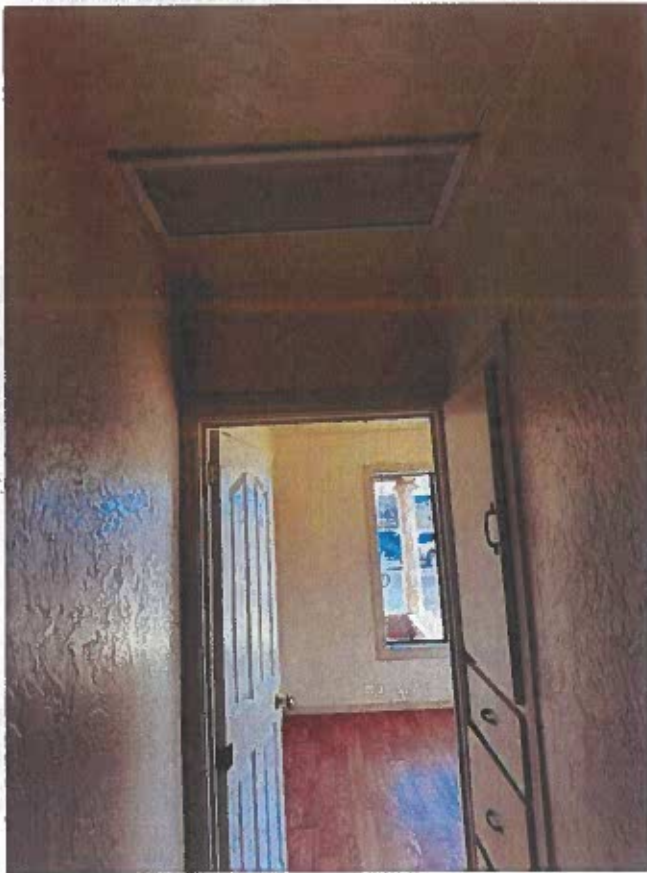
HVAC Fresh Air Return – Needs to be Brought up to Code



HVAC Ducting Not Up to Residential or Commercial Code



HVAC Not up to Code for Commercial Use



Hallway Width Not Wide Enough for ADA Compliance



Possible Structural Issue

Mission Statement

The Yavapai Family Advocacy Center (YFAC) breaks the cycle of abuse by reducing trauma to abuse victims, providing a safe and supportive environment, and facilitating a team approach to advocacy, investigation, and prosecution. Since 2001, YFAC has provided crisis intervention, support groups, referrals and follow-up services to child and adult victims of abuse, neglect, domestic violence, and/or sexual assault in Yavapai County at no cost to the victim.

The Yavapai Family Advocacy Center is a child and family focused facility where professionals in law enforcement, child protection, prosecution, mental health, medical and victim advocacy, work together during the investigation, treatment, management and prosecution of child abuse cases, sexual assault, domestic violence and elder abuse cases.

Prevent Child Abuse Arizona – Mission Statement

(The Yavapai Family Advocacy Center is a program of Prevent Child Abuse Arizona)
Prevent Child Abuse Arizona is dedicated to strengthening families and protecting children through collaboration, education, and advocacy.

Prevent Child Abuse Arizona has been the State's leading child maltreatment prevention organization for over 30 years. Through programs, advocacy, and training, PCA Arizona implements strategies to keep children safe and support families in our communities.



YOU DESERVE TO FEEL SAFE



Yavapai Family Advocacy Center strives to help clients take back their power

By Hilary Dartt • Photo by Trisha Shaffer

The Yavapai Family Advocacy Center's (YFAC) mission statement reads: "to reduce trauma to victims of abuse by providing a safe and supportive environment and facilitating a team approach to advocacy, investigation, and prosecution."

But the people behind the organization describe their work a bit differently; they say they guide their clients to find their voice, take back their power, and rediscover their worth and value (or discover them for the first time).



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About



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"The best part [of our work here] is watching somebody ... become their own hero," said Missy Sikora, Director of YFAC.

Carmen Steward, Advocate Supervisor, said, "This work is rewarding. It's an honor to work with these victims, to help them, and to see the changes in them and their children, as well."

"I'm empowering people," said Ana Sanchez, a YFAC forensic interviewer who previously worked as a victim advocate. "At the beginning, they want you at the front. It's like they're saying, 'You go do it. *You* have the power.' Slowly, I take a step back and give them the power. I show them they have it too, and I help them get to it."

YFAC is a program of Prevent Child Abuse Arizona and serves Yavapai County victims of interpersonal crime (including domestic violence, sexual assault, human trafficking, elder abuse, and stalking, and in cases where a homicide or suicide occurred in the family).

Clients can walk in at the Prescott Valley location or call any time (24/7) to be connected with an advocate.

Missy said she hopes victims will realize: "You deserve better. You deserve respect, and you deserve to feel safe."

YFAC headquarters is a locked facility designed with safety and comfort in mind; it's a warm environment where, upon entry, staff offer people snacks and drinks.

When clients come in (whether law enforcement or Department of Child Safety personnel bring them in, or they walk in on their own), they're assigned an advocate, who works with them for the duration of their case (including legal proceedings).

In what Missy described as a "client-guided" process, advocates listen to clients' stories, share their available options, and help them determine what they want or need (whether it's as simple as support or counseling, or they want to prosecute whoever victimized them).



Shop



Podcast



Subscribe



About



Contact

The YFAC staff includes victim advocates, forensic interviewers, SANE (Sexual Assault Nurse Examiner), and therapists. It offers support groups for teens and adults, and an English as a Second Language class.

And, Ana said, "We educate ourselves on the resources we have in the community," so that once a client calls or comes in, staff can connect them with what they need, even if it's something YFAC doesn't do.

Missy said, "Every year, the population of people we serve grows." In fact, since she came on as director in 2016, the number of people YFAC has served more than doubled, from 550 to 1,300. Not only are community members more aware of YFAC, she said, but also, Yavapai County has followed the nationwide trend of training law enforcement officers to be more trauma-informed, so officers refer people to the center more often.

YFAC is one of 25 similar centers in Arizona and one of 1,000 in the U.S. The advocacy center model is powerful, she said, because each center acts as a safe place where all the helping professionals come to the victim. This instills the sense that the professionals—interviewers, counselors, SANE nurses, legal professionals, and law enforcement officers—care about the victims, and it also removes the stress of having to go to several different offices on what is likely one of the worst days of the victim's life.

A major component of the empowerment YFAC strives for is education.

Missy said that, on average, people in abusive relationships will attempt to leave seven times before they're successful or give up, and Carmen explained that many people don't even realize they're in an abusive situation because it's their "norm." They often call YFAC at the advice of friends or family members.

Similarly, it may take someone ten minutes just to pick up the phone and make the call to ask for help; that's why, Ana said, the team at YFAC does everything in its power to make sure everyone who calls gets an answer to their question or a next step.

For some victims, Carmen said, a conversation with an advocate "is the first time they realize that not everyone lives this way."

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Through education on victimization and the cycle of violence, many victims come to their own realization that they're in an abusive situation, and that's when they find the power to start to change their lives.

"We never tell them what to do," Carmen said. "We provide them with their options. Someone in their lives has always made the decisions for them. We're not going to take the place of their abuser."

Ana spent three years as a victim advocate before becoming a forensic interviewer two years ago, and after some time in her most recent position, she realized that positions enable her to be the voice for someone experiencing trauma.

"I'm providing people with a safe space and empowering them," she said. "It's the best thing ever to be able to be there for people in that way."

"It's a real gift to see people change and realize they have worth and value," Missy said. "They deserve that."

Yavapai Family Advocacy Center Services

YFAC is dedicated to reducing victims' stress and trauma by performing forensic interviews and medical exams in a safe, supportive environment; providing advocacy services including support groups, court accompaniment, transportation assistance, support groups, and education; providing therapy services, helping create a safety plan; and providing legal support and services.

All YFAC services are free to victims; they'll never receive a bill, and YFAC will not ask for their insurance information.

Although YFAC personnel are mandated reporters for crimes against children, adults who do not wish to involve law enforcement can contact the center directly.

For those who know something isn't quite right in their relationship, YFAC's website has a resource page to help determine whether it might be domestic violence or abuse: <https://yfac.org/signs-of-abuse/>

Victims of interpersonal crimes can walk into the YFAC's Prescott Valley location,

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"Serving Since 1864"

April 4, 2024

YAVAPAI COUNTY SHERIFF'S OFFICE

David Rhodes, Sheriff

255 East Gurley Street, Prescott, AZ 86301

(928) 771-3260

www.ycsoaz.gov

Re: Letter of Support – Yavapai Family Advocacy Center in the Verde Valley

Since 1999, the Yavapai Family Advocacy Center (YFAC) has provided direct, trauma focused advocacy alongside therapeutic and forensic services to children and families in a warm, safe, and welcoming environment.

Justice for crime victims is vital, not only from an individual perspective, but for the good of our communities. The YFAC supports the pursuit of justice for victims of crime by providing forensic interviews utilizing a professionally trained "Dedicated Forensic Interviewer". In addition, the YFAC also provides access to S.A.N.E.s (Sexual Abuse Nurse Examinations) at their center in a professionally staffed and fully equipped S.A.N.E. suite. These forensic services are provided at no cost to the victim, and forensic evidence is then provided to the individual law enforcement agency responsible for the investigation of the case and to the prosecutors.

Even with the success and longevity of the YFAC programs and services, the physical location of the center in the Town of Prescott Valley is not convenient, nor does it adequately support the needs of the Verde Valley residents, law enforcement agencies, or community partners. Travel time alone can easily exceed two hours round trip, and inclement weather can affect the ability of law enforcement and victims to reach the facility.

The YFAC is seeking funding to extend the successful services and supports they currently provide in the Prescott Valley area to an additional center in the Verde Valley. Barriers for the Verde Valley communities as they relate to time, availability of services, transportation, forensic, and immediate crisis intervention utilization exist. An additional center, geographically located in the Verde Valley, would bring what the residents need to support their children, families, and victims of crime in their pursuit of justice and healing.

The Town of Camp Verde has generously offered a building that would house the YFAC Verde Valley at the site of their future Camp Verde Municipal Campus. Support for the YFAC in their pursuit of funding for the infrastructure (renovation, furnishings, forensic equipment, computers, technology, and security) is needed, to fully allow them to begin providing critical services and support. Once open, they would serve the citizens of larger communities such as Sedona, Cottonwood and Camp Verde, as well the many small municipalities in between, such as Lake Montezuma, Rimrock, and Cornville.

The incredible benefit to the children, families, victims of crime, law enforcement agencies, and community partners in the Verde Valley cannot be understated. The long-term value this center will provide in the Verde Valley will infinitely outweigh the initial cost of creation.

It is our pleasure to provide this letter of support for the Yavapai Family Advocacy Center in their planned expansion of services to an additional center in the Verde Valley. We look forward to continuing to collaborate with them in supporting our community, and helping victims of crime heal and pursue justice for the crimes committed against them.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Rhodes', is written over the word 'Sincerely,'.

David Rhodes
Yavapai County Sheriff



CAMP VERDE MARSHAL'S OFFICE

646 S. 1st STREET
CAMP VERDE, AZ. 86322
PHONE: (928) 554-8300
Campverde.az.gov



March 29, 2024

Re: Letter of Support – Yavapai Family Advocacy Center in the Verde Valley

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It is our pleasure to provide this letter of support for the Yavapai Family Advocacy Center in their planned expansion of services to an additional center in the Verde Valley. We look forward to continuing to collaborate with them in supporting our community and helping victims of crime heal and pursue justice for the crimes committed against them.

Sincerely,

Corey Rowley
Town Marshal



Clarkdale Police Department

Randy S. Taylor, D.M., Chief of Police

April 3, 2024

Re: Letter of Support – Yavapai Family Advocacy Center in the Verde Valley

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P.O. Box 308, Clarkdale, AZ 86324

Administration 928-649-7700 Fax 928-649-7709 Dispatch 928-634-2921

Website www.clarkdale.az.gov Email Police@clarkdale.az.gov



Clarkdale Police Department

Randy S. Taylor, D.M., Chief of Police

It is our pleasure to provide this letter of support for the Yavapai Family Advocacy Center in their planned expansion of services to an additional center in the Verde Valley.

We look forward to continuing to collaborate with them in supporting our community and helping victims of crime heal and pursue justice for the crimes committed against them.

Sincerely,

A handwritten signature in black ink, appearing to be "R. Taylor".

Randy S. Taylor, D.M.
Chief of Police
Clarkdale Police Department

P.O. Box 308, Clarkdale, AZ 86324

Administration 928-649-7700 Fax 928-649-7709 Dispatch 928-634-2921

Website www.clarkdale.az.gov Email Police@clarkdale.az.gov



JEROME POLICE DEPARTMENT

ALLEN L. MUMA, CHIEF
305 MAIN STREET
POST OFFICE BOX 335
JEROME, ARIZONA 86331
(928) 634-8992
FAX (928) 649-2776



Thursday, April 04, 2024

Re: Letter of Support – Yavapai Family Advocacy Center in the Verde Valley

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Sincerely,

Sincerely,

Allen L. Muma, Chief
Jerome Police Department



Payson Police Department

303 N. Beeline Highway, Payson, AZ 85541
(928) 474-5177

Chief of Police
Ronald J. Tischer
Commander
Jason Hazelo
Commander
Joshua Haines

March 28, 2024

Re: Letter of Support – Yavapai Family Advocacy Center in the Verde Valley

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Sincerely,



Ron Tischer
Chief of Police





100 Roadrunner Dr.
Sedona, AZ 86336
(928) 282-3100
sedonaaz.gov
FAX (928) 282-0622

Sedona Police Department

April 2, 2024

Re: Letter of Support – Yavapai Family Advocacy Center in the Verde Valley

Since 1999, the Yavapai Family Advocacy Center (YFAC) has provided direct, trauma focused, advocacy, therapeutic, and forensic services to children and families in a warm, safe, and welcoming environment. However, even with the success and longevity of the YFAC programs and services, the physical location of the center in the Prescott Valley community does not adequately support the needs of the Verde Valley residents, agencies, or community partners.

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Sincerely,

Stephanie Foley
Chief of Police

YAVAPAI-APACHE NATION



Executive Office

Chairwoman Tanya Lewis

Vice-Chairman Ricardo Pacheco

2400 West Datsi Street, Camp Verde, AZ 86322

Phone (928)567-1021

Fax (928)567-3994

April 8, 2024

Tracy Edwards
Yavapai Family Advocacy Center
tracy@yfac.org

Re: Letter of Support – Yavapai Family Advocacy Center in the Verde Valley

On behalf of the Yavapai-Apache Nation ("Nation"), I write this letter in support of a Yavapai Family Advocacy Center in the Verde Valley. Since 1999, the Yavapai Family Advocacy Center (YFAC) has provided direct, trauma focused, advocacy, therapeutic, and forensic services to children and families in a warm, safe, and welcoming environment.

Justice for victims is vital, not only from an individual perspective, but for the good of our communities as a whole. The YFAC supports the pursuit of justice for victims of crime by providing forensic interviews utilizing a professionally trained "Dedicated Forensic Interviewer". In addition, the YFAC also provides access to S.A.N.E.s (Sexual Abuse Nurse Examinations) at their center in a professionally staffed and fully equipped S.A.N.E. suite. These forensic services are provided at no cost to the victim, and forensic evidence is then provided to the individual law enforcement agency responsible for the investigation of the case and the prosecutors.

Even with the success and longevity of the YFAC programs and services, the physical location of the center in the Prescott Valley community, does not adequately support the needs of the Verde Valley residents, agencies, or community partners.

The YFAC is seeking funding to extend the successful services and supports they currently provide in the Prescott Valley area to an additional center in the Verde Valley. Barriers for the Verde Valley communities as they relate to time, availability of services, transportation, forensic, and immediate crisis intervention utilization exist, and an additional center geographically located in the Verde Valley would bring what the residents and agencies need to support their children, families, and victims of crime in their pursuit of justice and healing.

The Town of Camp Verde has generously offered a building that will house the YFAC Verde Valley at the site of their future Camp Verde Municipal Campus. Support for the YFAC in their

pursuit of the funding for the infrastructure (renovation, furnishings, forensic equipment, computers, technology, and security) needed to provide these services and supports is critical.

The incredible benefit to the children, families, victims of crime, law enforcement agencies, and community partners in the Verde Valley cannot be understated. The value this center will provide in the Verde Valley will infinitely outweigh the initial cost to create it.

It is my pleasure to provide this letter of support for the Yavapai Family Advocacy Center in their planned expansion of services to an additional center in the Verde Valley. The Nation looks forward to continuing to collaborate with them in supporting our community, and helping victims of crime heal and pursue justice for the crimes committed against them.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tanya Lewis", is written over a horizontal line.

Tanya Lewis
Chairwoman



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: 8/7/2024

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

Requesting Department: Utilities – Stormwater Division

Staff Resource/Contact Person: Patty Mancini, Stormwater Specialist

Agenda Title (be exact): Consideration and Approval of Brownfields Grant Application from Arizona Department of Environmental Quality for the Green Building at the Wastewater Treatment Plant

List Attached Documents: Grant application and supporting documents

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviews and comments Completed by:

☒ Town Manager: Miranda Fisher ☒ Department Head: Jeff Low

☐ Town Attorney Comments: _____

☐ Risk Management: _____

☐ Finance Department
Fiscal Impact: _____
Budget Code: N/A **Amount Remaining:** N/A
Comments: _____

Background Information: The Stormwater Division will be occupying the Green Building out by the Wastewater Treatment Plant beginning approximately August 1st. This building has been vacant for a long time and will require work to be done. Staff would like to apply for this grant from the ADEQ which has no match and would be used to renovate the exterior of the building and create a garden area that will include examples of catchment ditches, passive rainwater harvesting and a rain garden using drought-resistant plants and reclaimed water for public and Town employee education purposes.

Recommended Action (Motion): Move to approve Brownfields Grant Application from Arizona Department of Environmental Quality for the Green Building at the Wastewater Treatment Plant

Instructions to the Clerk: None.

Patty Mancini
Stormwater Specialist
Town of Camp Verde
395 S Main Street
Camp Verde Arizona 86322
patricia.mancini@campverde.az.gov
928-554-0824
7/18/2024

Travis Barnum
Brownfields Coordinator
Arizona Department of Environmental Quality
1110 W Washington St., 6th floor
Phoenix, Arizona 85007

Dear Mr Barnum,

I am writing on behalf of The Town of Camp Verde to request funding through the Brownfields Grant Program to support our cleanup and revitalization efforts for a Steel Building on Town Property and its surrounding grounds. This project is important to our community, as it aims to transform a rodent-contaminated and underutilized site into a vibrant, sustainable space that benefits both the environment and local residents.

The building was originally the site of the Wastewater treatment plant offices. Due to growth within the Town this building was abandoned for another office space not far away and the rodents moved in. Our proposed cleanup activities will address the environmental concerns posed by the rodent activity, making the site safe for future use as a regional educational facility on the topics of Stormwater, Wastewater, Water Conservation, Groundwater Recharge, Passive Rainwater Harvesting, the use of Reclaimed Water, etc. The project aligns with the goals of the Brownfields Program by promoting sustainable reuse and fostering economic development in our community.

We plan to implement several innovative and environmentally friendly features as part of the restoration process:

1. **Reclaimed and Passive Rainwater Harvesting:** systems will be installed to pump reclaimed water from the Treatment Plant to the garden for times of drought. Creation of garden areas that will utilize and hold the rain as it passes through the property using passive rainwater harvesting techniques. This allows for maximum absorption and is strategically placed where the rain would naturally collect.
2. **Prototype for Catchment Ditches and Rain Gardens:** To further enhance our stormwater management capabilities, we will develop and implement a prototype for catchment ditches and rain gardens. These features will help to educate the public on the use of these structures to mitigate runoff, reduce erosion, and improve water quality by naturally filtering pollutants before they enter the watershed.
3. **Steel Building Restoration:** The cleanup and restoration activities on the exterior of the building as well as the grounds. We aim to refurbish the building inside and out with the interior remodel to begin on July 29th with move-in expected 2 weeks later. The inside remodel will create a space for an office, a storage space for the Maintenance Department which will eventually become the classroom/meeting room for stormwater

The successful completion of this project will provide numerous benefits to our community, including improved environmental health, and enhanced community engagement through educational opportunities. Additionally, the project will serve as a demonstration site for sustainable practices, inspiring other communities to adopt similar approaches.

We are seeking this grant to support these cleanup and restoration activities. This funding will be instrumental in ensuring the success of our project, allowing us to address the restoration challenges at the site and transform it into a valuable community asset.

Thank you for considering our request. We are excited about the potential of this project to create lasting positive impacts on our community and the environment. Please feel free to contact me at 928-554-0824 or email: patricia.mancini@campverde.az.gov if you require additional information or have any questions regarding our proposal.

Sincerely,

Patty Mancini
Stormwater Specialist
Town of Camp Verde Stormwater Division



Brownfields State Response Grant (SRG) Application

Arizona Department of Environmental Quality
Federal Programs (Brownfields), Sixth Floor
1110 W. Washington St., Phoenix, AZ 85007

The application and information obtained during any investigation conducted by ADEQ is considered a public record.

Preliminary Eligibility Criteria (Choose either Yes or No)	YES	NO
1) Is the Applicant a government entity or non-profit organization?	☒	☐
2) Is the Applicant the owner of the property? (Required for a clean-up grant)	☒	☐
3) Is the Applicant planning to purchase the property?	☐	☒
4) Is the Applicant a private entity?	☐	☒
5) Is the suspected or known contaminant a petroleum product?	☐	☒
6) Is the suspected or known contaminant a hazardous substance?	☐	☒
7) Is the property mine-scarred land?	☐	☒
8) Is the site located in a CERCLA (Superfund) or WQARF area?	☐	☒
9) Is an Arizona Smart Growth card filed? (Give the entity name, if applicable)	☐	☒

Please list suspected or known contaminants of concern on the property:

Rodent inhabitation and fecal/urine materials

Building we want to restore is going to used for Stormwater offices, ADEQ Testing equipment for Citizen Scientist Program, and eventually become a Stormwater/Wastewater/Water Conservation education center for the entire region of Northern Arizona. The Building has been vacant for years and is in need of an overhaul inside and out to become the gem I believe it has the potential to be. Rodent activity continues and will require mitigation to be considered a safe environment.

Please contact Brownfields Program staff for assistance before completing your application:

Travis Barnum, Brownfields Coordinator
Waste Programs Division
Arizona Department of Environmental Quality
1110 W. Washington Street, 6th Floor, Phoenix, AZ 85007
Direct Line: 602-771-2296
Email: barnum.travis@azdeq.gov
Toll free in AZ: 800-234-5677, Ext. 6027712296

Applicant Name:	Patty Mancini		
Organization:	Town of Camp Verde		
Address:	395 S Main Street Camp Verde, Arizona 86322		
Phone:	928-554-0824	Fax:	n/a
Email:	patricia.mancini@campverde.az.gov		

Proposed Site Information:

Site Address:	880 Cowboy Trail Camp Verde, Arizona 86322		
Current Zoning:	RR-2A		
Assessor's Parcel #:	404-30-368A		

Current Owner Information (if different from applicant):

Name:	Town of Camp Verde		
Address:	473 S Main Street Camp Verde, Arizona 86322		
Phone:	928-554-0000		
Email:	utilities@campverde.az.gov		

Project Information

Your grant application package must include the following information to assist ADEQ in determining the initial eligibility of your project for an environmental site assessment (ESA) or for a clean- up grant. Provide the following information in a typed narrative of no more than five pages.

- 1 Cover letter requesting SRG funding to perform a Phase I or Phase II ESA or clean-up activities.
- 2 Requested funding amount.
- 3 Description of how grant funding will be used (list properties to be included in the project).
- 4 General description of the property (current owner, location, acreage, and past, current and future use).
- 5 If applicable, list anticipated sources of funding to be used for purchasing and developing the site.
- 6 If possible, sources and amounts of funding already expended on the site.
7. If the applicant is to manage the project instead of ADEQ, include the name of the applicant's project. manager, title, address, and a brief description of their qualifications to manage the project.
8. If applicable, documentation of intent to purchase and develop the project site.
9. Identify any development activities within the area that may include the site or surrounding properties.
10. Documentation of site access to accomplish the on-site work.
11. Benefits of site re-development to the public.
12. Statement as to whether the site is located in WQARF or Superfund areas.
13. If a Phase II SA or clean-up is conducted, list past, current, and/or future community outreach activities involving the site.
14. Applicant's key contact person to receive site updates and correspondence from ADEQ.
15. Site parcel map.
16. ProcureAZ Vendor Number. *If you need to register, please go to: <https://procure.az.gov.bso/>

Brownfield Grant Application Narrative

1. Cover letter requesting SRG funding to perform a Phase I or Phase II ESA or clean-up activities.

See attached cover letter.

2. Requested funding amount:

We are requesting funding to support the cleanup and revitalization of the Steel Building and its surrounding grounds. Although we do not have a precise dollar figure for the total cost of the project, we anticipate that a significant portion of the work will be performed by our Maintenance staff and Wastewater Treatment Plant Operators. Additionally, there will be opportunities for local citizens to volunteer, which will help offset some of the costs. The grant funding will be instrumental in covering the essential aspects of the project, ensuring its success, and enabling us to achieve our goals effectively.

3. Description of how grant funding will be used:

The grant funding will be pivotal in transforming the Steel Building and its surroundings into a valuable community resource. Our project aims to address environmental concerns and revitalize an underutilized site. The funding will support a series of strategic cleanup and restoration activities designed to enhance the site's functionality and educational value. Specifically, the grant will be utilized for the following key components:

- **Steel Building Restoration:** Comprehensive cleanup and restoration of both the exterior and interior of the building. This includes refurbishing the structure and remodeling the interior to create an office, storage space, and a classroom/meeting room for stormwater education.
- **Reclaimed and Passive Rainwater Harvesting Systems:** Installation of systems to capture and utilize reclaimed water from the Treatment Plant. Additionally, we will develop garden areas incorporating passive rainwater harvesting techniques to maximize water absorption and manage drought conditions effectively.
- **Prototype Development for Catchment Ditches and Rain Gardens:** Development and implementation of innovative prototypes for catchment ditches and rain gardens. These features will not only improve stormwater management but also serve as practical educational tools to demonstrate the benefits of these structures in mitigating runoff, reducing erosion, and improving water quality.
- **Educational Facility Setup:** Transformation of the building into a regional hub for educational programs on essential topics such as stormwater management, wastewater treatment, water conservation, groundwater recharge, and the use of reclaimed water.

The funding will enable us to implement these features, ultimately creating a space that fosters environmental stewardship and serves as a model for sustainable practices in our community.

4. General description of the property:

- **Current owner:** Town of Camp Verde
- **Location:** 880 Cowboy Trail
- **Acreage:** The building is located at a site that is 61.67 acres.
- **Past use:** Historically, the steel building served as the Wastewater Treatment Plant Offices before being abandoned due to the relocation of the offices.

- **Current Use:** The building is currently vacant and has been subject to rodent infestation.
- **Future Use:** The building will be transformed into office space and an educational center offering opportunities on various topics, including stormwater management, wastewater treatment, water conservation, rain gardens, recharge ditches, and the use of low-water plants in gardens. It will also feature a Weather Station.

5. Anticipated sources of funding:

At present, there are no Town funds specifically allocated for the renovation of this building. However, there is potential for a \$5,000.00 grant from The Friends of the Verde to support the design of the passive rainwater harvesting systems. Please note that this grant application has not yet been submitted as of this writing.

6. Sources and amounts of funding already expended:

To date, no funds have been allocated for the exterior restoration of the building. However, approximately \$10,000 has been spent on the interior for hazard mitigation services and remodeling.

7. Management of the project:

The project will be managed by Patricia Mancini, Stormwater Specialist for the Town of Camp Verde. Patricia will coordinate all aspects of the project, including planning, execution, and compliance with regulations, leveraging her expertise to ensure the project's success.

8. Documentation of intent to purchase and develop the project site:

The site, currently owned by the Town of Camp Verde, houses both the steel building and the Wastewater Treatment Plant. At this time, there are no plans for additional development beyond the planned restoration of the existing structures.

9. Development activities within the area:

Currently, there are no planned development activities for the building or its immediate surroundings. While future Town growth may necessitate the expansion of the wastewater treatment facility, such expansion would not affect this site, as it is located south of the facility itself.

10. Documentation of site access:

The site is equipped with a secure, locked gate to ensure the safety and security of the Wastewater Treatment Facility after hours. During normal business hours, and at other times with prior notice, access can be arranged through Patricia Mancini.

11. Benefits of site redevelopment to the public:

The redevelopment of this site will provide significant benefits to both the local community and the broader region. By transforming the site into a model of environmental sustainability, we aim to create a dynamic educational resource that showcases innovative practices and promotes community engagement. Specifically, the development will offer the following advantages:

- **Educational Demonstrations:** The site will serve as a practical example of several key environmental practices, including passive rainwater harvesting, reclaimed water use, rain gardens, drought-resistant plants, and catchment ditches. These features will offer valuable educational opportunities, serving as live demonstrations for workshops on these topics.

- **Regional Educational Hub:** Within the next year, the facility will feature a classroom dedicated to educating students, homeowners associations, and other groups about stormwater management, the water cycle, water conservation, and wastewater treatment. Located just steps away from the Wastewater Treatment Plant, the site is strategically positioned to enhance learning experiences. Our vision is for this facility to become a prominent regional educational resource, extending its benefits beyond local community education.

12. WQARF or Superfund status:

The site is not located in a WQARF or Superfund area.

13. Community outreach activities:

Past outreach efforts have involved consultations with local advocacy groups to gather input on the best educational use of the building. Currently, we are building partnerships with local non-profits and educational organizations to ensure strong support and collaboration for the facility. Moving forward, we plan to actively engage the community through targeted awareness campaigns and interactive educational programs. This will include inviting local schools, HOAs, community groups, and environmental organizations to participate in the development and operation of the facility, ensuring that it serves as a dynamic and inclusive educational resource.

14. Key contact person:

Patricia Mancini, Stormwater Specialist

Phone: 928-554-0824

Email: patricia.mancini@campverde.az.gov

15. Site parcel map:

Attached is the parcel map of the site located at 880 Cowboy Trail, Camp Verde, AZ. Parcel number: 404-30-368A

16. ProcureAZ Vendor Number:

The Town of Camp Verde's ProcureAZ Vendor Number is IV0000009864.

Steel Green Stormwater Building



Disclaimer: Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

Map created on: 7/22/2024

Legend

- City Boundaries
 - Cottonwood
 - Peoria
 - Prescott
 - Sedona
 - Camp Verde
 - Chino Valley
 - Clarkdale
 - Dewey-Humboldt
 - Jerome
 - Prescott Valley
 - Wickenburg
- County Boundary
- Counties
- Parcels
- Major Roads
- Interstate
- State Highways
- Major Roads
- Road Centerlines
- City Boundaries
 - Cottonwood
 - Peoria
 - Prescott
 - Sedona
 - Camp Verde
 - Chino Valley
 - Clarkdale
 - Dewey-Humboldt
 - Jerome
 - Prescott Valley
 - Wickenburg

Legend truncated...



WHAT IS A

BROWNFIELD?

A site or property that...

- is underused/abandoned
- is contaminated – actual or perceived
- has potential for redevelopment



WELL-KNOWN FORMER BROWNFIELDS:



Lowell Observatory
Flagstaff, AZ



Tempe Marketplace
Tempe, AZ



Standin' On The Corner Park
Winslow, AZ

COMMON SITES



SCHOOLS



FIRE
DEPARTMENTS



HOSPITALS



HOTELS AND
MOTELS



DRY CLEANERS



AGING
COMMERCIAL
BUILDINGS

BROWNFIELDS CLEANUPS STRENGTHEN COMMUNITIES



- Removing environmental hazards
- Creating jobs
- Promoting social opportunities
- Stimulating local economy

COMMON CONTAMINANTS



- Asbestos
- Lead
- Mold
- VOCs (volatile organic compounds)

BROWNFIELDS CLEANUPS

More than

90 sites

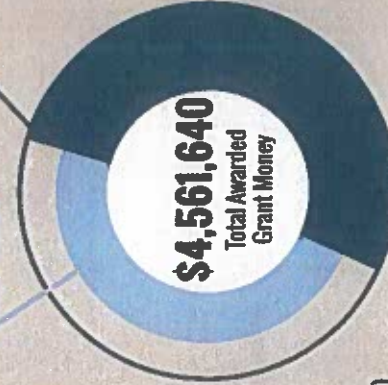
(2,056+ acres)
remediated for reuse in

45 AZ cities

since 2005

Cleanup:
\$2,380,332

Assessment:
\$2,181,308



azdeq.gov



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: 8/07/2024

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

Requesting Department: Public Works

Staff Resource/Contact Person: Martin Smith, CIP Project Manager

Agenda Title (be exact): Discussion, Consideration, and Possible Approval of the Cooperative Purchase Agreement with Cactus Asphalt for the FY25 Pavement Preservation Project.

List Attached Documents: Cooperative purchasing agreement signed by Cactus Asphalt

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviews and comments Completed by:

☒ Town Manager: Miranda Fisher ☒ Department Head: Ken Krebs

☐ Town Attorney Comments: _____

☐ Risk Management: _____

☐ **Finance Department**
Fiscal Impact: _____
Budget Code: 03-480-20-871400 **Amount Remaining:** \$570,000.00
Comments: _____

Background Information: At the July 17, 2024 regular meeting Council awarded the FY25 Pavement Preservation Project to Cactus Asphalt. This agenda item is a follow-up to that decision for the required signatures on the cooperative purchase agreement establishing a relationship of the Town to Cactus Asphalt and creating a link to the 1GPA cooperative contract.

Recommended Action (Motion): Move to approve the Cooperative Purchase Agreement with Cactus Asphalt for the FY25 Pavement Preservation Project.

Instructions to the Clerk: None.

AGREEMENT TO PROVIDE SERVICES/SUPPLIES
PURSUANT TO A
COOPERATIVE PURCHASING CONTRACT
(Bridging Agreement)

This Agreement is made and entered into by and between the Town of Camp Verde, Arizona, a municipal corporation (“Camp Verde”) and Cactus Asphalt (“Contractor”).

Recitals:

- A. Contractor has contracted with 1 Governmental Procurement Alliance (1GPA) to provide asphalt products and services, materials and/or equipment pursuant to Contract No.22-15P-01 (the “Cooperative Purchasing Contract”); and
- B. Pursuant to A.R.S. § 41-2631 *et seq.* and Camp Verde’s Financial Operations Guide, Camp Verde has authority to utilize cooperative purchasing contracts and engage contractors under the Cooperative Purchasing Contract’s terms.

CONTRACTOR AND CAMP VERDE, FOR THE CONSIDERATION SET FORTH IN THIS AGREEMENT, PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. Scope of Work.

1.1 Contractor shall provide the following services, materials and/or equipment:

Town of Camp Verde FY25 Pavement Preservation Project – apply chip seal to selected roadways as described in the Cooperative Purchasing Contract documents attached as **Exhibit A**. As used in this Contract, all references to Town, City, or Municipality shall mean Camp Verde.

1.2 Contractor shall comply with all specific requirements and/or options of Camp Verde, as specified in **Exhibit B**, which shall include the Scope of Work, as applicable.

2. Completion of Work. The Contractor shall complete all work set forth in the Scope of Work on or before September 16, 2024.

3. Payment. The Contract Fee is \$553,127.08. Payment to the Contractor for the services, materials and/or equipment provided, shall be made in accordance with the price list and terms set forth in the Cooperative Purchasing Contract.

4. Terms of Cooperative Purchasing Contract Apply. All provisions of the Cooperative Purchasing Contract documents are incorporated in and shall apply to this Agreement, except as otherwise provided for in this Agreement.

5. Contract Term and Renewal. The term of this Agreement shall commence upon approval and continue through September 30, 2024.
6. Certificates of Insurance. All insurance provisions of the Cooperative Purchasing Contract shall apply, including without limitation, the requirement to name Camp Verde as an additional insured. Prior to commencing work under this Contract, Contractor shall furnish Camp Verde with Certificates of Insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s) as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

[OPTIONAL: ADD ISRAEL AND CHINA IF NOT IN THE UNDERLYING PROCUREMENT DOCUMENTS]

7. Israel. To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Contractor certifies that it is not currently engaged in, and agrees for the duration of Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.
8. China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use:
 - (i) the forced labor of ethnic Uyghurs in the People's Republic of China;
 - (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

“Camp Verde”

TOWN OF CAMP VERDE, ARIZONA,

a municipal corporation

Mayor

Date

ATTEST:

Virginia Jones, Acting Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman PLLC

“Contractor”

Cactus Asphalt

Name: Jeff Abram

Date: 7/29/2024

Signature: *Jeff Abram*

Title: - Director of Sales/Estimating

EXHIBIT A
COOPERATIVE PURCHASE AGREEMENT

BIDDER'S BID AND CONTRACT ACCEPTANCE

The Undersigned hereby certifies understanding and compliance with the requirements in the General Terms and Conditions. Bidder further agrees to furnish the material and/or service in compliance with all terms, conditions, specifications, and amendments in the solicitation and any written exceptions in the Bid.

860-0363424
Federal Employer Identification Number

CACTUS Asphalt
Company Name

BRYAN GLAZER
Printed Name

Managing Partner
Title

gabram@cactusasphalt.com
Primary Email (for Contract Inquiries)

Bryan Glazer
Authorized Signature

8211 W. Sherman St
Address

Tolleson AZ 85353
City, State Zip

623-907-7800
Company Telephone Number

Taylor Thomson
Accounting / AP Contact Name

billing@cactusasphalt.com
Accounting / AP Email

The Contractor shall not commence any billable work or provide any material or service under this contract until Contractor receives a purchase order/contract from a 1GPA member. The Contractor agrees to comply with the requirements of submitting Usage Reports and Purchase Orders and/or Contracts to 1GPA. The contractor shall provide monthly or quarterly (arrangements to be made with 1GPA) reconciliation reports based on all contract activity to 1GPA. Contractor will be invoiced from these reports. Invoices are due upon receipt.

1GPA'S BID AND CONTRACT ACCEPTANCE

The Bid is hereby accepted:

The Contractor is now bound to sell the materials and/or services offered to and accepted by 1GPA in accordance with the solicitation, including all terms, conditions, specifications, amendments, etc.

This contract shall henceforth be referred to as 22-15P- 01, Asphalt Products and Services

Awarded this 31st day of May 2022

This contract shall be effective this 28th day of June 2022

1GPA

Signature: Christy Knorr Date: 5/31/2022

Printed Name: Christy Knorr Title: Vice President

Approved By: Mary C. O'Brien Accommodation School/Pinal County ESA

Signature: Jill M Broussard Date: 5/31/2022

Printed Name: Jill M Broussard Title: Superintendent



Pinal County
School Office
EDUCATION SERVICES

Contract Extension/Amendment

March 11, 2024

Cactus Asphalt
8211 W. Sherman Street
Tolleson, AZ 85353
Attn: Jeff Abram (jabram@cactusasphalt.com)

Re: Extension Agreement for Contract #22-15P-01, Asphalt Products and Services

The above referenced contract is hereby mutually extended for an additional one (1) year period until June 28, 2025. This is the third year of a potential five-year agreement. **Please indicate your desire to extend your contract by completing and emailing back the signed Contract Extension along with the following documentation:**

- ☒ Updated Certificate of Insurance (see terms and conditions of contract to ensure compliance).
- ☒ Proof/Verification of ROC Licensing in good standing (if applicable).
- ☐ Proof of any other applicable licensing related to your contract.
- ☒ Proof/Verification of good standing with Arizona Corporation Commission or other State's comparable Corporations/Business Division or Secretary of State (as applicable).
- ☒ Updated Contact Information Sheet completed.

Please check ONE of the following appropriate boxes regarding pricing:

- ☐ No contract pricing updates. Current price on file is accurate.
- ☐ Our contract pricing is based on a firm-fixed price list. We are providing an updated firm-fixed price list for 1GPA's approval with this extension.
- ☐ Our contract pricing is based on a percentage discount. We are providing new price lists for 1GPA's approval with this extension. *Note: Percentage Discounts remain the same as per contract terms and conditions.*
- ☒ We are aware of new price lists that will be available during the upcoming contract year. We will present those when received. Current price lists will remain on file until updated price lists are received and approved by 1GPA.

Please include a brief description of all the price updates below:

Minor Updates on items that involve trucking, polymers and aggregate. (7-15% average increase) those items have seen a jump in cost the past year.

request to ADD items #32 to #35 (Ultra Thin Bonded Waring Course), Cactus now has the equipment to perform this work

It is the contractor's responsibility to keep all pricing up to date and on file with 1GPA. All price changes must be provided to 1GPA for review and utilizing the same format provided in the contractor's original proposal.

By signing this document, vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

In addition, please verify that your company is providing usage reports as per the terms of your contract. If you have any questions or concerns regarding these reports, please feel free to contact Michelle Aiken by email: maiken@1GPA.org.

Except as otherwise expressly provided in this amendment, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

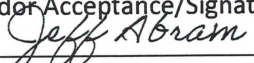
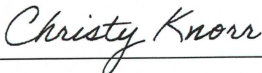
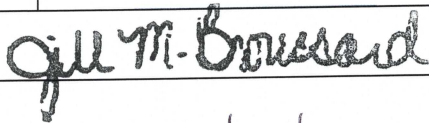
Vendor Acceptance/Signature: 	
Printed Name: Jeff Abram	
Title: - Director of Sales/Estimating	Date: 3/22/2024
1GPA Authorized Signature: 	
Printed Name: Christy Knorr	
Title: President	Date: 04/04/2024
Pinal County ESA Authorized Signature: 	
Printed Name: Jill Broussard	
Title: Superintendent	Date: 4/4/24

EXHIBIT B
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Attached: Quote and Specifications.

Notices: All notices required under the Contract shall be sent to:

Martin Smith
CIP Project Manager
Town of Camp Verde 395 S Main Street
Camp Verde, Arizona 86322



To:	TOWN OF CAMP VERDE	Contact:	Martin Smith
Address:	P.O. BOX 710	Phone:	928-567-6631
	CAMP VERDE, AZ 86322	Fax:	
Project Name:	Camp Verde Fall 2024 Chip Seal (1GPA)	Bid Number:	
Project Location:	Various Roadways, Camp Verde, AZ	Bid Date:	6/7/2024

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
76	Polymer Modified Asphalt Chip Seal - Mobilization	1.00	EACH	\$4,000.00	\$4,000.00
77	Polymer Modified Asphalt Chip Seal (CRS-2P Emulsion, LV Chips)	107,184.00	SY	\$3.92	\$420,161.28
82	Fog Seal Or Tack Seal - Moibilization	1.00	EACH	\$1,000.00	\$1,000.00
83	Fog Seal Or Tack Seal:	964,658.00	SF	\$0.07	\$67,526.06
	Discount This Estimate Only (Regula Price \$0.40/SF)				
241	Asphalt Cleaning/Prep:	964,658.00	SF	\$0.03	\$28,939.74
	Discount This Estimate Only (Regula Price \$0.18/SF)				
242	Traffic Control (Includes Notification)	9.00	DY	\$3,500.00	\$31,500.00
Total Bid Price:					\$553,127.08

Notes:

- **Proposal Based off 1GPA Asphalt Products and Services 22-15P-01**
- **Mobilization not charged if Cactus can start this work after the Yavapai County Project Scheduled during July 2024**
- Standard Terms and Conditions to follow.
- All scheduling contingent upon mutual agreement of Owner and Cactus Asphalt.
- Prices above based on completing each task in one mobilization. If an additional mobilization is required, charges may apply.
- Quoted prices are valid for 14 days unless otherwise noted, PO or letter of intent to award required to lock pricing past 14 days. Final material pricing expires 3 months from quote date with PO or LOI.
- Cactus is not responsible for notification, nor removal of vehicles and property from work areas.
- Cactus will require this proposal with exclusions be included in any contractual agreement.
- Unit prices above include all applicable State, County & City taxes for contracting.
- In the event that quantities differ from above, billing will reflect agreed upon measured quantities.
- **EXCLUSIONS (Unless Otherwise Specified):** Permits, Plans, Engineering, As-Built, Testing, Inspection, Clear & Grub, Grading, Landscape Repairs, Weed Killer, Crack Routing, Crack-Sealing, Curb Line/Joint Sealing, Asphalt Patching, ABC, Landscape Materials, Vegetation Replacement, Preservative Seals, Prime Coats, Concrete Structures, Irrigation/Pipe Work, All Underground Items, Utility Removal or Relocation, Drywells, Rip/Rap, Structural Backfill, Curb Painting, New Signage, Parking Bumpers Removal or Replacement, Import, Export, Excavation, Subgrade Stabilization, Removal of Debris Generated by Other Trades, Erosion Control, SWPPP, Thickened Pavement Edge, Project Information Sign And Any Special Insurance Requirements.
- Asphalt materials pricing is based on the current months ADOT index for Bituminous materials. There are strong indicators that there will be significant increases in asphalt prices going forward. Adjustments to the quoted prices for paving items will be made and finalized 14 days prior to the time of scheduled paving operations with appropriate notification, documentation and communication.
- AZROC 194430-A General Engineering
- As of February 2023 Cactus Asphalt, Southwest Slurry Seal and American Pavement Preservation of Nevada have merged under one banner to form one of the largest and premier pavement preservation groups in the Southwest. If you have received a bid or proposal from Cactus Asphalt, Southwest Slurry Seal and/or American Pavement Preservation of Nevada for the same project, please contact us immediately and deem the second and third proposal "non-responsive".

Terms and Conditions: Due to the complex nature of private utility locating, please review the agreement: Cactus Asphalt will consider our

6/19/2024 3:15:29 PM

Page 1 of 4

Paving • Seal Coating • Crack Sealing • Patching • Chip Sealing • Fabric Overlay • More

Contractors Licenses: AZ – 194430 • NV – 0040581 • NM – 022995 • UT – 944049-5501

t 623-907-2800 f 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353



To:	TOWN OF CAMP VERDE	Contact:	Martin Smith
Address:	P.O. BOX 710	Phone:	928-567-6631
	CAMP VERDE, AZ 86322	Fax:	
Project Name:	Camp Verde Fall 2024 Chip Seal (1GPA)	Bid Number:	
Project Location:	Various Roadways, Camp Verde, AZ	Bid Date:	6/7/2024

performance in any claim that may arise. We are not responsible for any nonconductive line. (Non-Metallic, PVC, Water Line, Etc.) We are not responsible for any conductive lines with no accessible connection point. We are not responsible for conductive lines that do not appear on blueprints, maps, or as-builts provided by customer. We are not responsible for locating lines where no blueprints, maps, or as-builts provided are by customer prior to locating. Cactus Asphalt is not responsible for any damages related from Blue Stake Ticket Services. Owners/Clients are reminded that per AZ One Call Law, AZ Blue Stake Center must be notified, and all affected utility owners must respond prior to commencement of excavation.

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Cactus Asphalt Authorized Signature: _____ Estimator: Jeff Smith
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Page 2 of 4

Paving • Seal Coating • Crack Sealing • Patching • Chip Sealing • Fabric Overlay • More

Contractors Licenses: AZ – 194430 • NV – 0040581 • NM – 022995 • UT – 944049-5501

† 623-907-2800 † 623-907-2900 cactusasphalt.com 8211 W. Sherman St. Tolleson, AZ 85353

TERMS AND CONDITIONS

GENERAL

Owner shall timely notify Cactus Asphalt (Cactus) in writing when the premises will be ready for work to commence, and shall give unobstructed access to all areas where work is to be done. Any necessary towing and costs of delays shall be the responsibility of the owner.

Cactus is not responsible for any utility lines (water, electric, sprinkler, communications, cable, etc.) which may lie within eighteen inches (18") of the surface. Owner is responsible for supplying all known layouts of any such utility lines which are known to exist. Cactus is not responsible for damage to undisclosed, unknown or improperly placed lines.

If Cactus encounters any different site condition or concealed condition, including but not limited to underground utilities, debris, ground water, underground storage tanks, hazardous material, "hard dig" soils, or any material or substance regulated by federal, state, local law, ordinance, or regulation, any other environmental, health or safety issue, or concern, or other conditions, that were unknown to Cactus before submission of this Proposal, the contract price shall be equitably adjusted to compensate Cactus for any additional work performed or damages incurred as a result of any such conditions. At Cactus' sole discretion, Cactus may stop all work on the project, until the parties have reached an agreement, in writing, concerning any such equitable adjustment, and Cactus shall have no obligation to perform any work which, as determined by Cactus, directly or indirectly involves any environmental, health or safety risk or hazard.

The Owner is responsible for ensuring that all surfaces are kept in a condition acceptable to the application of the agreed upon product. This includes ensuring that all automatic sprinklers that may place water on the surface are turned off. Any delay caused by failure to perform the above may result in additional expense to the owner.

Cactus is not responsible for ponding water where grade is less than 2%.

Owner is to provide a water source that is acceptable to Cactus and is sufficient for performing the work.

Cactus is fully licensed and insured. All Cactus employees are covered by Worker's Compensation Insurance.

Unless otherwise agreed in writing, the prices contained within this agreement do not include the costs of permits or bonds.

WARRANTY

All work performed by Cactus is covered by a one year warranty on workmanship. Normal wear and tear, abuse, weather, and other acts of God are excluded.

PAYMENT AND TAXES

By law, taxes may only be waived upon receipt of a valid exemption certificate. Taxes are determined in accordance with the jurisdiction where the work is performed. The owner is responsible for payment of all taxes.

Unless otherwise stated within this agreement, all payment is due upon transmittal of invoice. In addition to other terms contained elsewhere in this proposal, Owner agrees to pay a service charge at the rate of 2% per month on all accounts that become 10 days past due. All costs of collection, as well as attorney's fees, will be added to the balance and interest due.

Cactus reserves the right (without further notice) to suspend or terminate this agreement if work is stopped for 30 or more days because of a failure to make progress payments or other delay not caused by Cactus. In such event Cactus reserves the right to recover payment for all work performed, including reasonable overhead, profit and damages under the contract.

This agreement shall be governed by and construed in accordance with Arizona law, and any lawsuit or arbitration arising from this agreement must be filed in Maricopa County, Arizona. If any provision of this agreement is determined invalid or unenforceable by a court of competent jurisdiction, that provision alone will be deemed stricken and the remainder of the agreement will be enforced.

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Any dispute arising from this agreement, not timely resolved after good faith negotiation, will be submitted, at Cactus's sole discretion, to mediation, binding arbitration, or litigation in state court. If mediation is elected, its completion is an express condition precedent to Cactus's election of binding arbitration or state court litigation. If Cactus elects arbitration, the arbitration will be governed by and conducted in accordance with the Arizona Revised Uniform Arbitration Act at A.R.S. §12-1501, et seq.

A property owner has the right to file a written complaint with the Arizona Registrar of Contractors for an alleged violation of A.R.S. § 32-1154(A). Any such complaint must be filed within the applicable time period set forth in A.R.S. § 32-1155(A). The Registrar's phone number is (602) 542-1525, and its website address is <http://www.azroc.gov/>.



Agenda Item Submission Form – Section I

Meeting Date: Wednesday August 7, 2024 – Town Council Meeting

☐ Consent Agenda ☐ Decision Agenda ☐ Executive Session Requested

☒ Presentation Only ☐ Action/Presentation ☐ Work Session

Requesting Department: Community Development Department

Staff Resource/Contact Person: Drew Faiella, Planning and Zoning Commission Chairman

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: John Knight

☐ Town Attorney Comments: _____

☐ Risk Management: _____

☐ Finance Department
Fiscal Impact:
Budget Code: _____ Amount Remaining: _____
Comments: _____

Background Information:

April 11, 2024 – Regular Session - Cancelled

April 25, 2024 – Regular Session; Work Session

- Review and Discussion of Draft Planned Area Development “PAD” ordinance.

May 23, 2024 – Regular Session

- Use Permit for RV Park on APN 404-02-129A; Tabled until July 11, 2024
- ZMC from PAD to R1-35 for Green Valley Mobile Home Park 403-19-008R; Approved
- Use Permit for Green Valley Mobile Home Park; Tabled until July 11, 2024

June 13, 2024 – Regular Session; **Cancelled**

June 13, 2024 – Open House

- Open House for standards regarding OHV and Motocross in Residential Zoning Districts

June 20, 2024 – Special Session: Site Visit

- Planning and Zoning Commission visited two RV Park Use Permit sites that are scheduled to be heard July 11, 2024.

June 26, 2024 – Joint Work Session

- Presentation from Consultant, Jason Sanks, regarding 2026 General Plan
- Presentation from Town Manager, Miranda Fisher and Town Attorney, Trish Stuhan, regarding the roles of the Planning and Zoning Commission and Town Council

June 27, 2024 – Regular Session

- PAD Ordinance

Recommended Action (Motion): None

Instructions to the Clerk: None



Agenda Item Submission Form – Section I

Meeting Date: Town Council, August 7, 2024

☐ Consent Agenda ☒ **Decision Agenda** ☐ Executive Session Requested

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

Requesting Department: Community Development

Staff Resource/Contact Person: Cory Mulcaire, Planner

Public Hearing: Discussion, consideration and possible adoption of Resolution 2024-1139, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving Use Permit 20240139, with conditions, for Elizabeth and Monte Pierce for property generally located at the South end of Road Ranger Lane (APN 404-02-129A).

List Attached Documents:

RESOLUTION 2024-1139

- A. Letter of Intent
- B. Site Plan
- C. Neighborhood Meeting Notes
- D. Recommended Conditions from Staff
- E. Recommended Conditions from Planning and Zoning Commission
- F. Draft Minutes from July 11, 2024
- G. Relevant Zoning Ordinance Sections
 - 1) Use District
 - 2) Zoning Decisions
 - 3) RV Park Requirements
- H. Relevant 2016 General Plan Sections

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 10 minutes

Reviews Completed by:

X Department Head: John Knight

X Town Attorney Comments: Jenny Winkler (resolution)

X Town Manager: Miranda Fisher

☐

Finance Department N/A

Fiscal Impact: None

Budget Code: _____ **Amount Remaining:** _____

Comments:

Executive Summary: Mr. and Mrs. Pierce applied for a Use Permit to build a RV Park on their property located at the South end of Road Ranger Lane (APN 404-02-129A). The property is zoned C3, which allows an RV Park with a Conditional Use Permit.

Property Information:

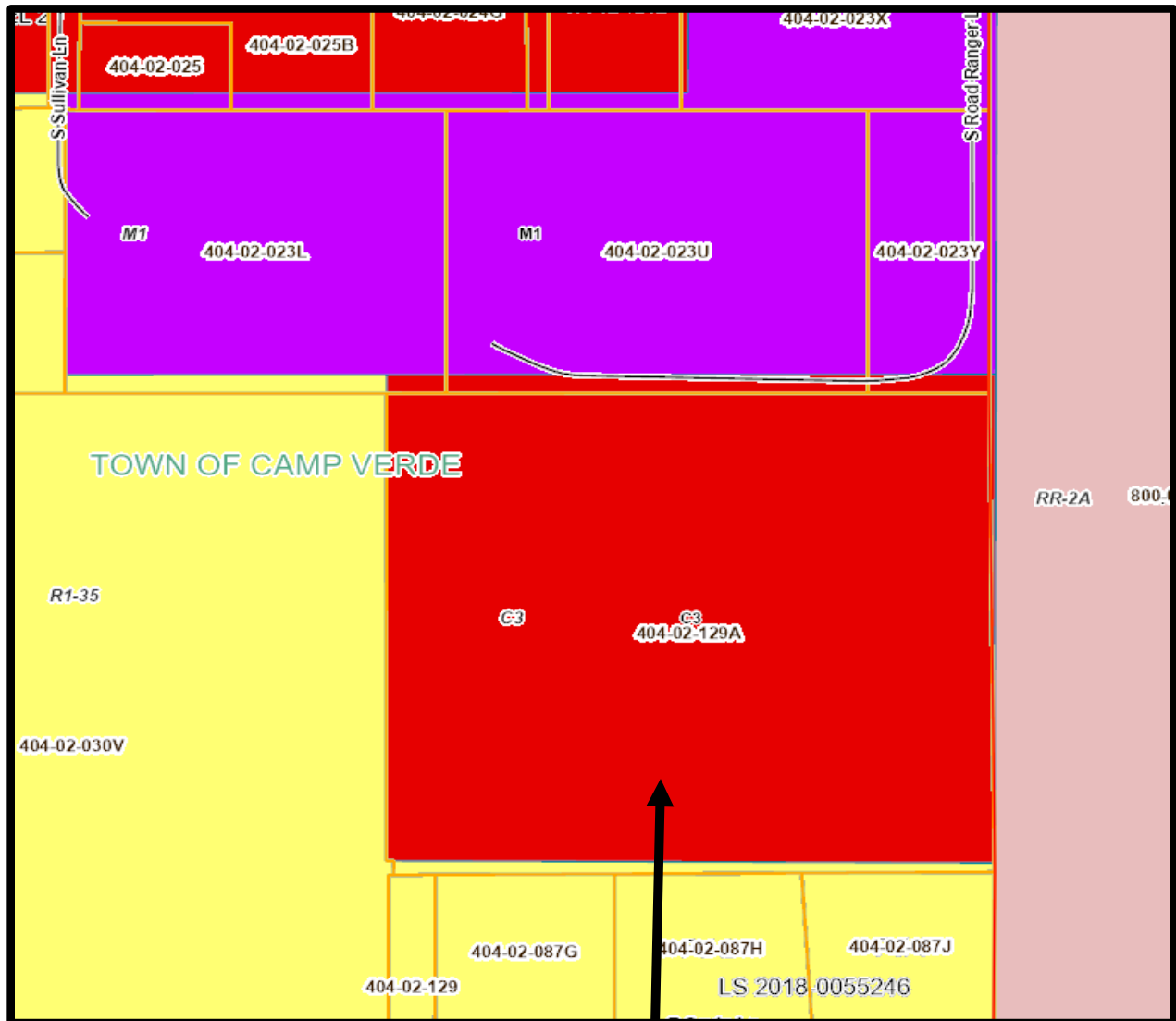
File No.	20230456
Location	South end of Road Ranger Lane
Parcel	404-02-129A
Owner	Monte and Elizabeth Pierce
Applicant/s	Same as Above
Site Size	7.96 acres
Zoning Designation	C3 (Commercial: heavy commercial)
Current Land Use	Vacant
Surrounding Properties	North: Vacant land and Construction yard South: Single Family Residential East: Coconino National Forest West: Vacant

SUBJECT PARCEL

404-02-129A



Zoning Map:



SUBJECT PARCEL
404-02-129A

Background Information:

The subject property is approximately 7.96 acres, generally located on the South end of Road Ranger Lane. The property is zoned C3 (Commercial: Heavy Commercial).

In March of 2024, an application was submitted by property owners Monte and Elizabeth Pierce. The application is for a Use Permit to develop and operate a 48 space RV Park on parcel 404-02-129A.

According to the applicants: *“This commercial property is best suited for this RV resort because it is off the main road and will provide a safe, enjoyable and quiet place for visitors to stay.”*

Planning and Zoning Commission Recommendation:

A Public Hearing was held by the Planning and Zoning Commission on May 23, 2024, and continued on July 11, 2024. There were no public comments received at either public hearing. Note that staff made one correction to the conditions based on legal advice (obtained after the meeting). Condition #7, which would have restricted the maximum number of days someone can stay, has been removed. The staff recommended conditions are included as Attachment D in the packet.

At the July 11, 2024, Planning and Zoning Commission hearing, the Commission unanimously recommended approval of Use Permit 20240139, with additional conditions (Attachment E). The Commission approved a motion to add conditions #11 - #14. These conditions relate to water conserving plants, water harvesting, 25% open space, and restrictions on long-term stays and are shown in red in Attachment E. Town staff do not feel these additional conditions are necessary and maintain that the original recommendation is sufficient. The applicant also does not feel these conditions are necessary. However, with the exception of the restriction on the long-term stays, they have noted that they will comply with the conditions if included in the final use agreement.

At the hearing, the Commission also recommended that this property be the subject of a Development Agreement. This was a recommendation to the Council and was not part of the conditions. Staff does not feel a Development Agreement is necessary for this property. Development Agreements are most commonly used where there are requirements for development of public infrastructure – such as a well, water tank, public street, etc. This development does not include any public infrastructure that would necessitate a Development Agreement.

Zoning Ordinance: There are three (3) sections within the Planning and Zoning Ordinance that are applicable to this permit (Attachment G):

- a) Section 203.H – C3 (Permitted Uses)
- b) Section 306 – Mobile/Manufactured Home Parks (MHP & RV Parks)
- c) Section 601 – Zoning Decisions

These sections are detailed below.

Staff Responses will be written in maroon below.

1. Section 203.H.2.c. – C3 District (Attachment G.1)

2 Uses and Structures Subject to Use Permit

C. Mobile/manufactured home and recreational vehicle parks subject to requirements of Section 306.

Staff Response: Through approval of a Use Permit, a 48 site RV Park would be allowed to develop and operate on parcel 403-23-151D. Note that a RV Park is a conditionally permitted use in a R1, R2, RR, RS, C1, C2, and C3 District with approval of a Use Permit. RV Parks are not allowed with or without a Use Permit in the R1L, PM, M1 or M2.

2. Section 306 – Mobile/Manufactured Home Parks (MHP & RV Parks) (Attachment G.2)

A. Mobile/Manufactured Home and Recreational Vehicle Parks Procedure:

2. Use Permit Required for Constructing and Enlarging Park

- a. *The Use Permit process is required to construct or enlarge a mobile/manufacture home park or RV park by obtaining a recommendation from the Planning and Zoning Commission and approval from the Town Council. 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 procedure set forth in Section 601.*
- b. *Before a Use Permit may be issued:*
 - 1) *There must be a plan for park development or enlargement approved by the Town Council.*
 - 2) *The Town Council may require a performance bond from the operator of the park to assure that the park is constructed in a satisfactory manner.*
 - 3) *The Town Council may require any other improvements and facilities in the interest of public safety, health and welfare, before approving the mobile/manufacture home park or RV park*
 - 4) *The Town Council may accept the proposed plan with recommended changes or reject the plan.*
 - 5) *Utility service shall not be provided to any unit or other building until approved by the Building Official.*

B. Mobile/Manufactured Home and Recreational Vehicle Park Standards:

The following regulations shall apply with respect to mobile/manufactures home parks and all mobile or manufactured homes in a park:

1. *Mobile/manufactured home and Recreational Vehicle parks shall be developed in accordance with the following:*
 - a. *Mobile/manufactured home and Recreational Vehicle parks shall provide for individual mobile/manufactured home or recreational vehicle spaces, access driveways, parking, and open spaces for recreation.*

Staff Response: The proposed RV park meets all of the above criteria.

- b. *Installation permits shall be issued only to those units that qualify under the current codes as a:*

- 1) *Manufactured Home. HUD label, Arizona Department of Housing, (ADOH) Office of Manufactured Housing.*
- 2) *Factory built building used as a dwelling unit.*
- 3) *Mobile Home. (pre June 15, 1976 must have rehabilitation certification issued from the Office of Manufactured Housing. (Ord 2015 A409).*

Staff Response: This section is not applicable to RV parks.

2. *A current valid permit is required before installation or placement of an approved unit on a lot, subject to the following:*
 - a. *Permanent piers, blocks, or foundations are required.*
 - b. *Connections to utilities must be made.*
 - c. *The exterior elements shall be installed in accordance with the current codes and maintained in good condition.*
 - 1) *For the purpose of this section, skirting and retaining walls shall have an eighteen – inch by twenty – four inch (18” x 24”) under floor access.*
 - 2) *Skirting shall be installed around the entire perimeter of the unit, prior to the issuance of a Certificate of Occupancy.*

Staff Response: This section is not applicable to RV parks.

3. *A minimum of two vehicular entrances shall be provided for the mobile/manufactured home and recreational vehicle park. One entrance may be kept closed to the general public if provision is made for emergency access.*

Staff Response: This section of the code is satisfied with the property having a main entrance, as well as emergency exit in the Northwest corner of the parcel. In addition, both ends of Howards Road have access to State Route 260.

4. *All utility lines, cable TV, and electrical transmission lines shall be placed underground. Each mobile/manufactured home space shall be provided with water, sanitary facilities, electric lines, and telephone lines. Fire hydrants installed by the developer in compliance with applicable Town Ordinances.*

Staff Response: All utilities will be required to be placed underground and all will be verified in the Development Standards Review process.

5. *Refuse collection areas shall be centrally located and screened from public view.*

Staff Response: Refuse collection areas are centrally located and screened from public view on the site plan.

6. *Street lighting shall be provided along the park streets for the safety of pedestrians.*

Staff Response: This will be reviewed and confirmed in the Development Standards Review process.

7. *A strip of land at least twenty feet in width shall be maintained as landscaped area abutting all mobile/manufactures home and recreational vehicle park property lines.*

Staff Response: These areas are called out in the site plan but will again be confirmed in the Development Standards Review process.

8. *Mobile/Manufactured Homes: Installation and Maintenance Standards*

- a. *Mobile/manufactured homes shall be installed in compliance with the standards prescribed by the Office of Manufactured Housing, for ground level installation; installation of a fully skirted mobile/manufactured home; or installation on a fully enclosed, permanent site-built foundation.*
- b. *No mobile home (see Section 103 Definitions MOBILE HOME) may be moved into the Town of Camp Verde unless it has been completely rehabilitated pursuant to the requirements of the Office of Manufactured Housing. Upon completion of all rehabilitation work the owner must obtain a certificate of rehabilitation issued by the Office of Manufactured Housing certifying that the mobile/manufactured home was found to comply fully with mobile home rehabilitation standards prescribed by the Office of Manufactured Housing. The certificate and insignia must then be submitted to the Town of Camp Verde for approval prior to issuance of an installation permit.*
- c. *Mobile/manufactured homes existing within the Town limits to be moved from a private property or from one mobile/manufactured home park to another mobile/manufactured home park must be completely rehabilitated pursuant to a rehabilitation permit issued by the Office of Manufactured Housing. Upon completion of all work the owner must obtain a certificate of rehabilitation issued by the Office of Manufactured Housing certifying that the mobile home was inspected on (date) by (qualified inspector named) and found to comply fully with mobile home rehabilitation standards prescribed by the Office of Manufactured Housing. (2015 A409)*
- d. *Mobile/manufactured homes shall be used as dwelling units only.*
 - 1) *No mobile/manufactured home or park model shall be placed on a property for use as an accessory structure or storage unit, nor shall be stored on property unless zoned for such use.*
 - 2) *Permits shall be required for the installation, alteration or repair of accessory structures, additions, and service equipment in a mobile/manufactured home or recreational vehicle park.*
 - 3) *Residential uses in manufactured homes and mobile homes and long term stays in RV Parks, that do not include an enclosed garage, shall provide enclosed storage, attached or detached, of a minimum area of one hundred (100) square feet as an accessory use to such dwellings.*
 - 4) *If the Town Building Official finds that the work described in the permit application conforms with the Town's codes and that the fees have been paid, a permit shall be issued to the applicant.*
- e. *All existing new mobile/manufactured units, and all parts thereof shall be maintained in a safe and sanitary condition.*
 - 1) *All devices or safeguards (including but not limited to smoke alarms and skirting) which are required by applicable codes or by the manufactured home standards to which it was installed shall be maintained in a safe and sanitary condition.*
 - 2) *The exterior elements (including, but not limited to eaves, awnings, stairs, porches, skirting, and heating and cooling units) of the unit shall be painted and maintained in good condition.*

Staff Response: This portion does not apply to RV parks.

- f. *Community Use Area shall be at least ten percent of the total area. Such land may include all land devoted to recreation and service facilities, landscaping not included in individual mobile/manufactured home spaces, and accessory parking areas. Such land shall not include recreational vehicle storage areas, private streets, boundary landscaping areas and refuse areas.*

- 1) *Mobile/manufactured home parks shall provide at least ten percent of their total area for recreation or other open space purposes.*
- 2) *Recreational vehicle storage areas:*
 - i. *If provided, shall be at the minimum ratio of 50 square feet of land for each mobile/manufactured home space and shall be a dust-free surface with crushed rock or similar material.*
 - ii. *If no recreational vehicle storage is provided, recreational vehicles shall not be stored at mobile/manufacture home spaces.*

Staff Response: There is no RV storage proposed for this RV park, so this section does not apply to this Use Permit.

g. Parking Requirements:

- 1) *A minimum of two off-street parking spaces shall be provided for each mobile/manufactured home. The spaces and the drive shall be dust-proofed and surfaced with crushed rock or similar material.*
- 2) *Guest automobile parking shall be provided at a minimum ration of one and one-half parking spaces for each five mobile/manufactured home spaces (See Section 404).*

Staff Response: This section does not apply to RV parks.

9. Certificate of Compliance and Business Licenses:

- a. *No certificate of compliance or business license for the park shall be issued unless and until thirty percent of the mobile/manufactured home spaces planned in any park, or ten such mobile/manufactured home spaces, whichever is greater, shall have been completely prepared, constructed and equipped for use in all respects.*
- b. *No certificate shall be issued unless and until a like portion of the mobile/manufactured home park's community facilities such as driveways, laundry facilities, bath, wash and toilet rooms shall have been completely prepared, constructed and equipped for use in all respects.*

Staff Response: This applies to all businesses and the RV park will be required to maintain a business license.

C. Additional Recreational Vehicle Park Standards

In addition to the requirements of Section 306 B. The following regulations shall apply to all Recreational Vehicle Parks:

- a. *Recreational vehicle parks shall provide for individual recreational vehicle spaces, access driveways and parking.*
- b. *A strip of land at least twenty feet in width shall be maintained as a landscaped area abutting all recreational vehicle park property lines.*
- c. *No certificate of compliance or business license for the park shall be issued unless and until all required improvements have been completely prepared, constructed and equipped for use in all respects.*

Staff Response: Although a majority of the above standards seem to apply to mobile/manufactured home parks, they are inclusive of RV parks as well. The site plan submitted by the applicant meets or exceeds (Attachment B) the Town standards for a RV park.

3. Section 601 – Zoning Decisions, specifically 601.C provides guidance on the application and approval process for all Use Permits (see attachment G.3).

Use Permits are provided to ensure the orderly use of land in conformance with the General Plan and applicable Town standards where uses are proposed that may require special limitations or conditions to provide compatibility with other uses. The application for Use Permit approval is applicable to those uses that are specifically listed as “Uses and Structures Subject to Use Permit” in each Zoning District Part Two Section 203.

A. Review and approval.

- a. Use Permits will be granted only upon finding by the Council that the use covered by the permit, the manner of its conduct, and any structure which is involved, will not be detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public welfare in general, and that the use will be in conformity with any conditions, requirements, or standards prescribed by Town Code or Council.*
- b. Use Permits may contain specific limitations on the scope, nature, and duration of the use, as deemed proper in accordance with the following criteria:*
 - i. Any significant increase in vehicular or pedestrian traffic.*
 - ii. Nuisance arising from the emission of odor, dust, gas, noise, vibration, smoke, heat, or glare at a level exceeding that of ambient conditions.*
 - iii. Contribution to the deterioration of the neighborhood or to the downgrading of property values, which conflicts with the goals, objectives or policies of the General Plan.*
 - iv. Compatibility with existing surrounding structures and uses; and*
 - v. Adequate control of disruptive behavior both inside or outside the premises, which may create a nuisance to the surrounding area or the general public.*
- c. The burden of proof for satisfying the above requirements shall rest with the applicant. A refusal of a Use Permit shall not be interpreted as the denial of right, conditional or otherwise.*
- d. Where an application involves definite development scheme, the applicant must submit a layout and landscape plan, building elevations and other pertinent data as may be requested, and the Council may condition the Use Permit to fully carry out the provisions and intent of the Zoning Ordinance.*
- e. The Use Permit is valid and operable only for the specific use as granted and subject to any specified time limit. No use may be modified, changed, altered or increased in intensity, in any manner that conflicts with the Use Permit and/or required conditions of approval, without approval of a new Use Permit.*

Within 30 days of any change, permittee shall notify the Community Development Department of any changes.

Staff Response: The applicant has satisfied all the requirements for a Use Permit.

General Plan: 2016 General Plan. 260 East Character Area (Attachment H). (pg.57-62)

Businesses:

- General Industrial*
- Retail Sales*
- Storage Facilities*
- Public Facilities*

Staff Response: Although not specifically listed in the General Plan for the 260 East Character Area businesses, a RV park is compatible with the uses in this area.

The following have been completed by staff or the applicant:

- A neighborhood meeting was held by the applicants on February 8, 2024.
- A Planning and Zoning Commission Public Hearing was held on May 23, 2024 and continued to July 11, 2024.
- The Town mailed a letter providing notice of this public hearing and proposed Use Permit to all parcels within 300' of this parcel on July 15, 2024.
- A public hearing notice was placed in the Verde Independent Newspaper on July 23, 2024, and July 27, 2024.
- A public hearing notice was posted at the property on July 22, 2024.

Recommended Action (Motion): Motion to adopt 2024-1139, a resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, approving Use Permit 20240139, with conditions, for Elizabeth and Monte Pierce for property generally located at the South end of Road Ranger Lane (APN 404-02-129A).



RESOLUTION NO. 2024-1139

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA, APPROVING USE PERMIT 20240139, WITH CONDITIONS, FOR ELIZABETH AND MONTE PIERCE FOR PROPERTY GENERALLY LOCATED AT THE SOUTH END OF ROAD RANGER LANE (APN 404-02-129A).

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

WHEREAS, a request for approval of Use Permit 202300139 was filed by Elizabeth and Monte Pierce, owner of parcel 404-02-129A; and

WHEREAS, the purpose of the Use Permit is to allow applicants and property owners in the C3 District to develop and operate Recreational Vehicle Parks; and

WHEREAS, a neighborhood meeting was held by the applicant on February 8, 2024, that was advertised and posted according to state law; and

WHEREAS, a public hearing before the Planning and Zoning Commission was advertised and noticed according to state law; including a 300-foot notice mailed to property owners on May 8, 2024; a public hearing notice posted in the Camp Verde Bugle on May 7 and 11, 2024; and posting of the site on May 8, 2024; and

WHEREAS, a public hearing was held by the Planning and Zoning Commission in a Regular Session on May 23, 2024, and continued to July 11, 2024. The Planning and Zoning Commission approved a motion, to recommend approval to the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for approval of a RV Park Use Permit, with conditions, for Elizabeth and Monte Pierce for property generally located at the South end of Road Ranger Lane (APN 404-02-129A); and

WHEREAS, a public hearing before the Town Council was advertised and noticed according to state law; including a 300-foot notice mailed to property owners on July 15, 2024, a public hearing notice posted in the Camp Verde Bugle on July 23, and July 24, 2024; and posting of the site on July 22, 2024.

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

- A. The Council finds that the use covered by the Use Permit, the manner of its conduct, and any structure which is involved, will not be detrimental to persons residing or working in vicinity to adjacent property, to the neighborhood, or to the public welfare in general, and

that the use will be in conformity with any conditions, requirements, or standards prescribed by the Town Code or Council.

- B. The Council finds that the Use Permit is valid and operable for an indefinite period of time, and that no use may be modified, changed, altered or increased in intensity, in any manner that conflicts with the Use Permit and/or required conditions of approval, without approval of a new Use Permit.
- C. The proposed Use Permit is in conformity with the Town of Camp Verde General Plan and Planning and Zoning Ordinance and is hereby approved for an indefinite period of time and in accordance with the letter of intent shown in Exhibit A, the site plan shown in Exhibit B, and the conditions shown in Exhibit C.

PASSED AND APPROVED BY A MAJORITY OF THE TOWN COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, ON THIS 7th DAY OF August 2024.

Dee Jenkins, Mayor

Attest:

Approved as to form:

Town Clerk

Trish Stuhan-Town Attorney

Letter of Intent

This is a proposal to acquire a use permit for a 60 unit R.V. Resort on 8.35 acres on the east side of Camp Verde. The property is zoned C-3 commercial and is located at the end of Roadranger Lane.

Description of the Project

Summit View Properties propose to develop a 60 unit short-term R.V. Resort with amenities. It will be located on the east side of Camp Verde off Roadranger lane. The property is adjacent to industrial (M-1) property on the north, residential on the west and south, and forest service land to the east. The boundaries of the development which border (residential) R1-L-35 zoned property would be tastefully landscaped with native plants as recommended by Camp Verde Tree Committee and placed on a water conserving drip system to ensure viability. There will be a 25-foot buffer between properties to include the landscaping and dog walk trail. Entrance to the resort development would be via Howards Road, a frontage road for Highway 260, and Roadranger Lane which runs straight into resort development area. There would be no access to the development from Stolen Boulevard to discourage any traffic passing through residential neighborhoods. Lighting for the project would comply to the dark sky ordinance. This commercial property is best suited for this R.V. resort because it is off the main road and will provide a safe, enjoyable and quiet place for visitors to stay.

Benefits to the Community

Development of a clean and quiet business is supported by the vision of the Camp Verde Community Plan. An R.V. Resort in this desired location is much needed as the demand for R.V. spaces continues to increase. We will provide a beautiful, enjoyable space at a fair market price. This well designed and attractive park will preserve the rural character of our community. The enhanced value of the property will provide property tax revenue and the sales from the office will produce sales tax revenue to the community.

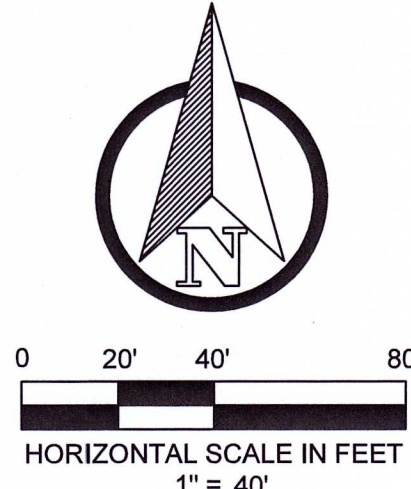
This property is best suited for this R.V. Resort and the prime location will benefit the community. We will draw short term visitors to our area that will support our local businesses. We are also convenient to the new Equestrian Center and the new Town Park Complex.

Outreach to the Community

It is the intent of Summit View Properties to contact each property owner bordering the property, and any others who would have an interest in this development to address all issues that may be of concern. We Desire to create a facility that will enhance the neighborhood while providing a safe place for people to stay and enjoy.

Summary

Summit View Properties feel that developing an attractive, well landscaped R.V. Resort on their property would be the best use of this property. Including a 25 foot buffer zone boundary around the perimeter will provide ample space for neighboring properties to feel unimpeded. We Are willing to discuss and address and concerns to ensure that this project meets all guidelines required for the c-3 zoning. This Development will benefit the community with increased tourism.



8' x 10' STORAGE SHED

ATTACHMENT C

2/15/2024

Re: Summit View R.V. Resort Use Permit Neighborhood Meeting

Cory,

Our neighborhood meeting was held Feb. 8th 2024 at 5 pm. Approximately seven people were in attendance. They were informed of our plan for the RV park. There were a couple concerns which we took into consideration listed below:

1. Water conservation. We will have low water use landscaping and make every effort to be water conservative.
2. Lighting. We will install a six foot block wall on the south end of the property to increase privacy and we will comply to Camp Verde Dark Sky Ordinance.
3. Sewer, Septic System. The septic system will be in compliance to Yavapai County Specifications.

Any other future concerns we are willing to listen to, and hopefully come to mutual agreements.

Sincerely,

Summit View Land Investment, LLC

THURS. FEB 8th 5:00 pm

**Neighborhood Meeting
Sign in Sheet**

PLEASE PRINT

Name	Address	E-Mail
Robert CORCORAN	[REDACTED]	[REDACTED]
Victoria Buhman	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
Mike McLain	[REDACTED]	[REDACTED]
11 Duns	[REDACTED]	
Debbie Jarvis	[REDACTED]	
Kisa Page		

ATTACHMENT D

Staff Recommended Conditions

Recommended Conditions

1. The applicant shall comply with the requirements contained in the submitted Letter of Intent and Site Plan.
2. The Use permit shall run with the land in perpetuity, unless the use is discontinued for a period of six months, or the permit is voided according to the procedures outlined in the Town Planning and Zoning Ordinance.
3. The use of generators shall be prohibited unless there is an emergency.
4. The RV Park shall comply with all noise and lighting regulations as provided in the Planning and Zoning Ordinance and the Town Code.
5. All driving areas shall be surfaced with AB or other hard surfacing approved by the Town Engineer.
6. A block wall shall be constructed abutting all Residential Zoning Districts prior to issuance of Certificate of Occupancy.
- ~~7. The number of spaces dedicated to full time residents shall be limited to no more than 20% of the total number of spaces in the park. The remaining 80% of the spaces shall be restricted to a maximum of 30 continuous days.~~
7. Prior to submitting a Development Standards Review application, the applicant shall contact ADOT to determine if a traffic study is required to mitigate impacts at the intersection of 260. The requirements of the traffic study shall then be provided to the Town. If a traffic study is required, prior to submittal of any building permits, the applicant shall provide a copy of the traffic study for review to the Town of Camp Verde. Any improvements required by the traffic study will need to be completed prior to issuance of a Certificate of Occupancy.
8. Prior to issuance of a Certificate of Occupancy, Road Ranger Lane will need to be improved to meet Copper Canyon Fire and Medical requirements for emergency services. A Geotechnical Engineer will need to determine road structural section, width, and drainage for Road Ranger Lane.
9. If the Septic System exceeds 3000 gallons per day, an Engineer will be required to design an On-Site Wastewater Treatment System. This system shall meet the requirements of Arizona Administrative Code R18-9-E323 and the requirements of the Town of Camp Verde Engineering Department. This system shall be submitted for review by the Town of Camp Verde prior to submittal of any building permits and prior to submittal of the design to Yavapai County.
10. The On-Site water storage/pump shall be designed to meet the requirements of Copper Canyon Fire and Medical for fire protection.

ATTACHMENT E

Planning and Zoning Commission Recommended Conditions

Recommended Conditions

1. The applicant shall comply with the requirements contained in the submitted Letter of Intent and Site Plan.
2. The Use permit shall run with the land in perpetuity, unless the use is discontinued for a period of six months, or the permit is voided according to the procedures outlined in the Town Planning and Zoning Ordinance.
3. The use of generators shall be prohibited unless there is an emergency.
4. The RV Park shall comply with all noise and lighting regulations as provided in the Planning and Zoning Ordinance and the Town Code.
5. All driving areas shall be surfaced with AB or other hard surfacing approved by the Town Engineer.
6. A block wall shall be constructed abutting all Residential Zoning Districts prior to issuance of Certificate of Occupancy.
7. Prior to submitting a Development Standards Review application, the applicant shall contact ADOT to determine if a traffic study is required to mitigate impacts at the intersection of 260. The requirements of the traffic study shall then be provided to the Town. If a traffic study is required, prior to submittal of any building permits, the applicant shall provide a copy of the traffic study for review to the Town of Camp Verde. Any improvements required by the traffic study will need to be completed prior to issuance of a Certificate of Occupancy.
8. Prior to issuance of a Certificate of Occupancy, Road Ranger Lane will need to be improved to meet Copper Canyon Fire and Medical requirements for emergency services. A Geotechnical Engineer will need to determine road structural section, width, and drainage for Road Ranger Lane.
9. If the Septic System exceeds 3000 gallons per day, an Engineer will be required to design an On-Site Wastewater Treatment System. This system shall meet the requirements of Arizona Administrative Code R18-9-E323 and the requirements of the Town of Camp Verde Engineering Department. This system shall be submitted for review by the Town of Camp Verde prior to submittal of any building permits and prior to submittal of the design to Yavapai County.
10. The On-Site water storage/pump shall be designed to meet the requirements of Copper Canyon Fire and Medical for fire protection.
11. Landscaping with shade trees and other water conserving plants, as suggested in the Town pallet or similar, and as promoted by the 2016 General Plan pages 160-169.
12. As stated in the 2016 General Plan, consider water conserving measures such as water harvest and water conserving public facilities.

13. As promoted by the 2016 General Plan, the setback in RV spacing should be per current code with a goal of greater than or equal to 25% open space.
14. No long term (greater than or equal to 30 day) rentals, but rather transient renters subject to (Transaction Privilege Tax) TPT.

Staff Note – Conditions added at the Planning and Zoning Commission Hearing are shown in red above.

Recommendation Legal re: #14: Staff reached out to the Town legal team for advice regarding a condition that restricts stays to 29 days or less to generate TPT. This was requested by the Planning and Zoning Commission at the hearing. The advice from our attorney is that if this is something the Town desires to impose, it should be done by a Code Amendment, not as a condition on a Conditional Use Permit.

ATTACHMENT F



Support your local merchants

**DRAFT MINUTES
TOWN OF CAMP VERDE – PLANNING & ZONING COMMISSION
REGULAR SESSION**

**473 S. MAIN STREET, SUITE 106
THURSDAY, JULY 11, 2024, at 6:00 P.M.**

ZOOM MEETING LINK:

<https://us06web.zoom.us/j/85044215262?pwd=Ylp3ZUFNN0w0RkQ3V0dLVkZiWnFsdz09>

One Tap Mobile: 1-669-900-9128 or 1-253-215-8782

Meeting ID: 850 4421 5262

Passcode: 116183

6. **Continued -Public Hearing:** Discussion, consideration and possible recommendation to the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for approval of a RV Park Use Permit, with conditions, for Elizabeth and Monte Pierce for property generally located at the South end of Road Ranger Lane (APN 404-02-129A). Staff Resource: John Knight

- **Staff Comments** Town Planner Cory Mulcaire led the staff comments. She stated that this is a continuation from the May 23rd meeting. A sight visit took place on June 20th. She noted that in the recommended conditions attachment A page 7, item number 7 and item number 12 say the same thing, so she would like to strike number 12. Additionally, she would like to change the language of item number 7- "20% can be full time residents, but the remaining 80% must only stay a maximum of 29 continuous days".
- **Applicant Presentation** Applicant Monte Pierce did not have any further comments but was available for questions.

Commissioner Hauser clarified with Mr. Pierce that both the south and west side of the property are residential, but there will be block fences on both sides.

- **Open Public Hearing** Chairman Faiella opened the public Hearing at 6:07 PM.
- **Close Public Hearing** Chairman Faiella closed the Public Hearing at 6:07 PM. (*No Blue Cards*)

- **Commission Discussion** Commissioner Foreman and Commissioner Osses expressed approval of this RV Park, as it is the best possible use of the land and zoning, especially with the conditions the applicants have volunteered to meet.

Commissioner Hauser inquired as to what changed since they voted to table this item.

Community Development Director John Knight stated that they have updated and added to the conditions.

Additionally, Ms. Hauser deferred to Vice Chairman Scantlebury, who made the motion at the previous meeting to table this item.

Vice Chairman Scantlebury said that the reason for tabling the item was so that the Commission and Council could take some time in a Work Session to discuss updating the code as it pertains to RV Parks. Unfortunately, this did not happen. He felt that, though they don't have an updated code, in the time that's passed, they've been able to consider what the updated code might look like, and he would like additional provisions to be considered when a motion is made. He also would like staff to make a recommendation to Council that they consider a development agreement for future water and sewer utilities.

On a **motion** from Commissioner Foreman, seconded by Chairman Faiella, the Commission **moved** to recommend approval to the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona for approval of a RV Park Use Permit, with conditions, including a letter of intent, for Elizabeth and Monte Pierce for property generally located at the South end of Road Ranger Lane (APN 404-02-129A), striking number 12 on Attachment A.

Roll Call Vote:

Commissioner Hauser: Nay

Commissioner Tippet: Absent

Commissioner Osses: Nay

Chairman Faiella: Aye

Vice Chairman Scantlebury: Nay

Commissioner Lomeland: Nay

Commissioner Foreman: Aye

Motion Failed 2-4.

On a **motion** from Vice Chairman Scantlebury, seconded by Commissioner Hauser the Commission **moved** to recommend approval to the Mayor and Common Council of the Town of Camp Verde, Yavapai

County, Arizona for approval of a RV Park Use Permit, with conditions, for Elizabeth and Monte Pierce for property generally located at the South end of Road Ranger Lane (APN 404-02-129A), striking number 12 on Attachment A, and with the following additional provisions:

- Landscaping with shade trees and other water conserving plants, as suggested in the town pallet or similar, and as promoted by the 2016 General Plan pages 160-169.

- As stated in the 2016 General Plan, consider water conserving measures such as water harvest and water conserving public facilities.

- As promoted by the 2016 General Plan, the setbacks in RV spacing should be per current code with a goal of greater than or equal to 25% open space.

- No long term (greater than or equal to 30 day) rentals, but rather transient renters subject to TPT.

Roll Call Vote:

Commissioner Hauser: Aye

Commissioner Tippet: Absent

Commissioner Osses: Aye

Chairman Faiella: Aye

Vice Chairman Scantlebury: Aye

Commissioner Lomeland: Aye

Commissioner Foreman: Aye

Motion Carried 6-0

260 East Character Area



*From Top To Bottom: Commercial Complex On Howards Road; Industrial Park On Boyle's Way;
Viewshed Of 260 East Character Area Off State Route 260
Photos Courtesy Of Google Street Map Imagery*

Introduction for 260 East Character Area:

The 260 East character area is a focal industrial area on the east side of Camp Verde. There are commercially zoned areas on both sides of State Route 260 with a developed business park and numerous available commercial lots on the south side of State Route 260 off Howard's Road. This area offers ideal business locations to those businesses that want to be near downtown Camp Verde, yet located on State Route 260 for easy access. South of this commercial development, small to medium density residential neighborhood exist.

In addition to commercial properties, this character area also consists of an 80 acre tract owned by the Camp Verde Unified School District, Town of Camp Verde's Waste Water Treatment Plant, and U.S. Forest Service/National Forest Lands including the Verde Ranger District Office for the Prescott National Forest.

There is also a 118-acre parcel the Town of Camp Verde has designated for a future community park. It has a good deal of potential as a future recreational facility that proposes soccer-football fields, baseball fields, trails, equestrian facilities and other outdoor recreational amenities. Views consist of the White Hills to the north and the Verde River's tree-lined canopy to the west and south.



Aerial Imagery Of A Portion Of The 260 East Character Area
Photo Courtesy Of Yavapai County GIS

260 East Character Area

Legend

-  City Boundaries
-  Parcels
-  Tribal Trust Land
-  Other Character Areas
-  260 East Character Area
-  Hydrology
-  Interstate Highways
-  State Highways
-  Road Centerlines

Miles
0 0.085 0.17 0.255 0.34

1 inch = 0.22 miles

Date: 7/31/2014

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the usability of the information. Yavapai County assumes no responsibility for any errors, omissions, and/or inaccuracies in this mapping product.



TABLE 3.8 - Land Use; 260 East Character Area Reference Chart

PHYSICAL DESCRIPTION	BUILT ENVIRONMENT	CIRCULATION	POINTS OF INTEREST	DENSITY AND NON-RESIDENTIAL DISTRICTS
The 260 East character area is approximately 1.4 square miles in size. The Northern boundary line of this character consists of portions of McCracken Lane and Section Line S05-T13N-R05E. The Eastern boundary line is the Town's boundary line and a small portion of section line S04-T13N-R05E. The Southern boundary line runs along the North side right-of-way of Quarterhorse and Grippen Lane. The Western boundary line runs along the South side of C3 and M1 properties off of Howards Road, and along a small portion of Reeves Arena Road and State Route 260. A significant portion 57.43 % of this character area is comprised of U.S Forest Service Land. The 260 East character area is partially commercial in nature. It includes areas of C3 – Heavy Commercial, PM – Performance Industrial, and M1 – Industrial General. A major portion of the 260 East character area is undeveloped land that includes approximately one hundred and eighteen acres that has been proposed for a future Town park.	Neighborhoods: - Northeast Industries Commerce Park <i>* Metes and Bounds Property not located in platted subdivisions.</i> Businesses: - Agricultural - General Industrial - Home Occupations - Retail Sales	Major Roads: - State Route 260 - McCracken Lane - Old Church Road - Reeves Arena Road - Howards Road Major Interchanges: - State Route 260 McCracken Lane - Howards Road and Reeves Arena Road - State Route 260 and Old Church Road Major Trails: - Bull Pen Loop Trails - General Crook Trail	Community Services: - Camp Verde Sanitary District - US Forest Service - Verde Ranger Station General: Historic Sites: - Camp Verde Airstrip * Various private residences along Howards Road. Parks and Recreation: - Proposed Future Town Park Water Resources: Irrigation Ditches:	Existing Density: - Consists of varying densities ranging from 0 to 1 dwelling per acre. Existing non-residential zoning districts: - C3 on the South side of Howards Road between Reeves Arena Road and McDonald Lane. - M1 along McDonald Lane. - Open Space - Public Facilities Preferred non-residential zoning districts: - Agricultural Use & AG - RS/C1/C2/C3/PM/M1 on the South side of Howards Road between Reeves Arena Road and McDonald Lane. - Open Space - Planned Unit Development (PUD) - Public Facilities

Goals & Implementation Strategies:

In addition to the existing overall land use goals outlined in the land use element of the General Plan, the following goals have also been identified specifically for the 260 East Character Area:

- A Goal: Preserve the valuable natural resources of the hillsides, and protect their aesthetic and habitat amenities to enhance the rural character of the area.**

Implementation Strategy:

- A. 1. Encourage the preservation of dedicated open space areas in their natural state.
- A. 2. Preserve scenic view sheds.
- A. 3. In the event of development, maintain setbacks and height guidelines.
- A. 4. Preserve the natural character of the hillsides and minimize the removal of significant vegetation.
- A. 5. Consistently communicate with the U.S. Forest Service and other stakeholders about the community's desire to maintain scenic view sheds and open space.

- B. Goal: Encourage retaining rural character while encouraging existing and new non-residential development.**

Implementation Strategy:

- B. 1. Locate more intense commercial and quasi industrial uses adjacent to State Route 260 in the current commercially zoned areas.
- B. 2. Encourage new commercial structures to be compatible with the character of the existing community.

- C. Goal: Promote community based recreation and family activities.**

Implementation Strategy:

- C. 1. Enhance multi-modal connectivity through bike lanes, trails and pedestrian pathways.
- C. 2. Support the development of the community park for youth and adult activities.
- C. 3. Support safe access to the community park and recreational activities.

H. 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) (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.2.c
- 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

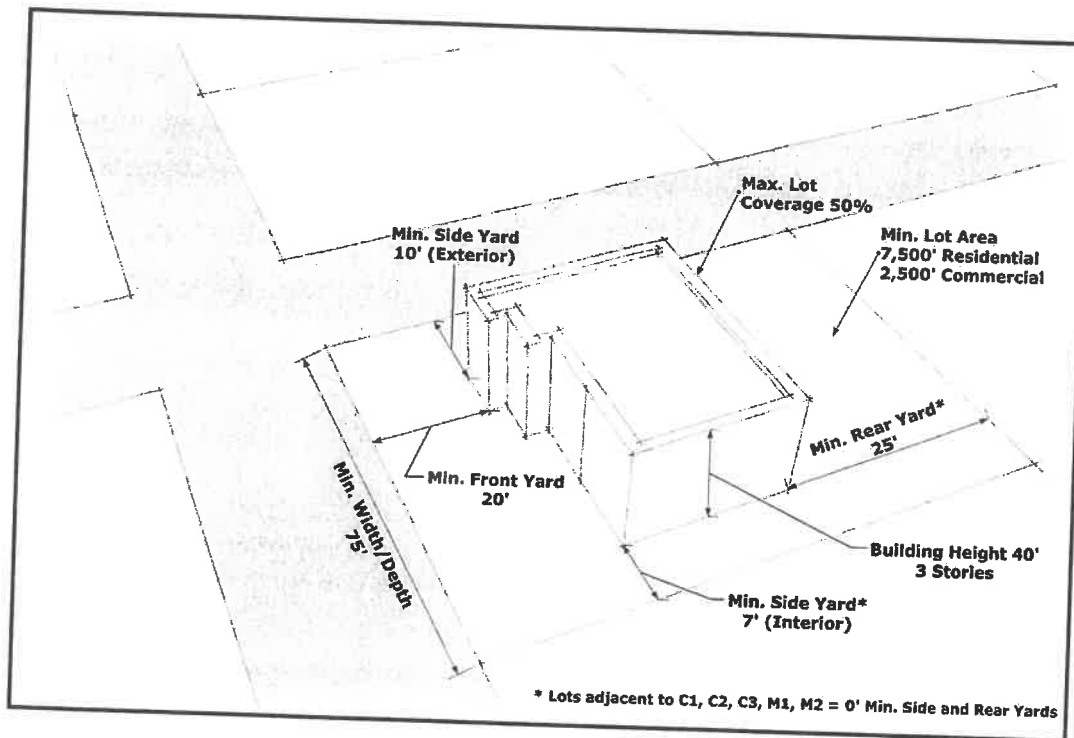
- cc. Golf courses with accessory uses such as pro shops, shelters, rest rooms.
- dd. Historical Landmarks.
- ee. Hospitals, clinics, sanitariums, nursing homes and assisted living care facilities (intermediate, extended and long-term) for the care of humans.
- ff. Hotels and motels with five or more 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. Med Medical Marijuana Dispensary Off-Site Cultivation Location/Facility.(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 interment (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



ATTACHMENT G2

SECTION 306 - MOBILE/MANUFACTURED HOME PARKS (MHP & RV PARKS)

A. Mobile/Manufactured Home and Recreational Vehicle Parks Placement Procedure:

1. **Permits:** Permits shall be required for all mobile and/or manufactured homes installed, placed, kept or stored within the limits of Camp Verde (except for unoccupied units on sales lots or authorized storage facilities). Permits shall be issued only for the placement of mobile homes/manufactured homes within mobile/manufactured home parks.

- a. Permits shall be required for all building and structures within mobile/manufactured home or RV parks. It shall be unlawful for any person to construct, maintain or operate any mobile/manufactured home park or RV park within the limits of Camp Verde unless they hold a valid use permit and valid installation permits issued by the Community Development Department for each specific manufactured home, mobile home, or structure.

The fee for all permits shall be determined by resolution of the Town Council. Issuance of permits shall be made by the Community Development Department and shall be contingent upon compliance with all health laws and regulations of the State of Arizona and the County of Yavapai; and this Zoning Ordinance:

Permit applications shall be received and processed according to the current codes.

- b. Applications for permits to construct or enlarge mobile/manufactured home parks or RV parks shall be made in writing, signed by the applicant who shall file with the application proof of

ownership of the premises or of a lease or written permission from the owner. The application shall contain a complete set of plans drawn to scale, showing the location of the proposed mobile/manufactured home park or RV park, and which shall include:

- 1) The areas and dimensions of the tract of land.
- 2) The maximum number, location and size of all mobile/manufactured home or RV spaces.
- 3) The location of any existing buildings and any proposed structures.
- 4) The location and width of access driveways, roadways, parking areas, walkways, and turn-arounds.
- 5) The location of electrical, water, storm drainage, and sewer lines and the sewage disposal systems.
- 6) The location and elevation of all flood hazard areas.
- 7) A contour map showing the proposed grading of the park.

2. Use Permit Required for Constructing/Enlarging Park

- a. The Use Permit process is required to construct or enlarge a mobile/manufactured home park or RV park by obtaining a recommendation from the Planning and Zoning Commission and approval from the Town Council. 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.
- b. Before a Use Permit may be issued:
 - 1) There must be a plan for park development or enlargement approved by the Town Council.
 - 2) The Town Council may require a performance bond from the operator of the park to assure that the park is constructed in a satisfactory manner.
 - 3) The Town Council may require any other improvements and facilities in the interest of public safety, health and welfare. before approving the mobile/manufactured home park or RV park.
 - 4) The Town Council may accept the proposed plan with recommended changes, or reject the plan.
 - 5) Utility service shall not be provided to any unit or other building until approved by the Building Official.

B. Mobile/Manufactured Home and Recreational Vehicle Park Standards:

The following regulations shall apply with respect to mobile/manufactured home parks and all mobile or manufactured homes in a park:

1. Mobile/manufactured home and Recreational Vehicle parks shall be developed in accordance with the following:
 - a. Mobile/manufactured home and Recreational Vehicle parks shall provide for individual mobile/manufactured home or recreational vehicle spaces, access driveways, parking and open spaces for recreation.
 - b. Installation permits shall be issued only to those units that qualify under the current codes as a:

- 1) Manufactured Home. HUD label, Arizona Department of Housing, (ADOH) Office of Manufactured Housing.
 - 2) Factory built building used as a dwelling unit.
 - 3) Mobile home. (Pre June 15, 1976 must have rehabilitation certification issued from the Office of Manufactured Housing. (Ord 2015 A409).
2. A current valid permit is required before installation or placement of an approved unit on a lot, subject to the following:
 - a. Permanent piers, blocks, or foundations are required.
 - b. Connections to utilities must be made.
 - c. The exterior elements shall be installed in accordance with the current codes and maintained in good condition.
 - 1) For the purpose of this section, skirting and retaining walls shall have an eighteen-inch by twenty-four inch (18" x 24") under floor area access.
 - 2) Skirting shall be installed around the entire perimeter of the unit, prior to the issuance of a Certificate of Occupancy.
 3. A minimum of two vehicular entrances shall be provided for each mobile/manufactured home and recreational vehicle park. One entrance may be kept closed to the general public if provision is made for emergency access.
 4. All utility lines, cable TV, and electrical transmission lines shall be placed underground. Each mobile/manufactured home space shall be provided with water, sanitary facilities, electric lines, and telephone lines. Fire hydrants installed by the developer in compliance with applicable Town Ordinances.
 5. Refuse collection areas shall be centrally located and screened from public view.
 6. Street lighting shall be provided along the park streets for the safety of pedestrians.
 7. A strip of land at least twenty feet in width shall be maintained as landscaped area abutting all mobile/manufactured home and recreational vehicle park property lines.
 8. Mobile/Manufactured Homes: Installation and Maintenance Standards
 - a. Mobile/manufactured homes shall be installed in compliance with the standards prescribed by the Office of Manufactured Housing, for ground level installation; installation of a fully skirted mobile/manufactured home; or installation on a fully enclosed, permanent site-built foundation.
 - b. No mobile home, (see Section 103 Definitions MOBILE HOME) may be moved into the Town of Camp Verde unless it has been completely rehabilitated pursuant to the requirements of the Office of Manufactured Housing. Upon completion of all rehabilitation work the owner must obtain a certificate of rehabilitation issued by the Office of Manufactured Housing certifying that the mobile/manufactured home was found to comply fully with mobile home rehabilitation standards prescribed by the Office of Manufactured Housing. The certificate and insignia must then be submitted to the Town of Camp Verde for approval prior to issuance of an installation permit.
 - c. Mobile/manufactured homes existing within the Town limits to be moved from a private property or from one mobile/manufactured home park to another mobile/manufactured home park must be completely rehabilitated pursuant to a rehabilitation permit issued by the Office of Manufactured Housing. Upon completion of all rehabilitation work the owner must obtain a certificate of rehabilitation issued by the Office of Manufactured Housing certifying that the mobile home was inspected on (date) by (qualified inspector named) and

found to comply fully with mobile home rehabilitation standards prescribed by the Office of Manufactured Housing. (2015 A409)

- d. Mobile/manufactured homes shall be used as dwelling units only.
 - 1) No mobile/manufactured home or park model shall be placed on a property for use as an accessory structure or storage unit, nor shall be stored on the property unless zoned for such use.
 - 2) Permits shall be required for the installation, alteration or repair of accessory structures, additions and service equipment in a mobile/manufactured home or recreational vehicle park.
 - 3) Residential uses in manufactured homes and mobile homes and long term stays in RV Parks, that do not include an enclosed garage, shall provide enclosed storage, attached or detached, of a minimum area of one hundred (100) square feet as an accessory use to such dwellings
 - 4) If the Town Building Official finds that the work described in the permit application conforms with the Town's codes and that the fees have been paid, a permit shall be issued to the applicant.
- e. All existing and new mobile/manufactured units, and all parts thereof shall be maintained in a safe and sanitary condition.
 - 1) All devices or safeguards (including but not limited to smoke alarms and skirting) which are required by applicable codes or by the manufactured home standards to which it was installed shall be maintained in a safe and sanitary condition.
 - 2) The exterior elements (including, but not limited to: eaves, awnings, stairs, porches, skirting, and heating and cooling units) of the unit shall be painted and maintained in good condition.
- f. Community Use Area shall be at least ten percent of the total area. Such land may include all land devoted to recreation and service facilities, landscaping not included in individual mobile/manufactured home spaces, and accessory parking areas. Such land shall not include recreational vehicle storage areas, private streets, boundary landscaping areas and refuse areas.
 - 1) Mobile/manufactured home parks shall provide at least ten percent of their total area for recreation or other open space purposes.
 - 2) Recreational vehicle storage areas:
 - i. if provided, shall be at the minimum ratio of 50 square feet of land for each mobile/manufactured home space and shall be a dust-free surface with crushed rock or similar material.
 - ii. if no recreational vehicle storage is provided, recreational vehicles shall not be stored at mobile/manufactured home spaces.
- g. Parking Requirements:
 - 1) A minimum of two off-street parking spaces shall be provided for each mobile/manufactured home. The spaces and the drive shall be dust-proofed and surfaced with crushed rock or similar material.
 - 2) Guest automobile parking shall be provided at a minimum ratio of one and one-half parking spaces for each five mobile/manufactured home spaces (See Section 404).

9. Certificate of Compliance and Business Licenses:

- a. No certificate of compliance or business license for the park shall be issued unless and until thirty percent of the mobile/manufactured home spaces planned in any park, or ten such mobile/manufactured home spaces, whichever is greater, shall have been completely prepared, constructed and equipped for use in all respects.
- b. No certificate shall be issued unless and until a like portion of the mobile/manufactured home park's community facilities such as driveways, laundry facilities, bath, wash and toilet rooms shall have been completely prepared, constructed and equipped for use in all respects.

C. Additional Recreational Vehicle Park Standards

In addition to the requirements of Section 306 B. The following regulations shall apply to all Recreational Vehicle Parks:

1. Recreational vehicle parks shall provide for individual recreational vehicle spaces, access driveways and parking.
2. Each recreational vehicle space shall be at least 1500 square feet in area, and at least thirty feet in width and have a compacted gravel surface at least ten feet in width and twenty feet in depth.
3. A strip of land at least twenty feet in width shall be maintained as a landscaped area abutting all recreational vehicle park property lines.
4. No certificate of compliance or business license for the park shall be issued unless and until all required improvements have been completely prepared, constructed and equipped for use in all respects.

SECTION 307 - GOLF COURSE DEVELOPMENT ENVIRONMENTAL STANDARDS

Every golf course in the Town of Camp Verde shall be developed and managed with consideration for the unique conditions of the ecosystem of which it is a part and, specifically, to ensure that no depletions to the aquifer occur from the irrigation of golf courses and to encourage the use or reuse of effluent.

A. Golf Course Water Conservation Requirements:

The following requirements shall apply to the planning and development and application processing of golf courses in conjunction with a Planned Area Development proposal or any other golf course development:

1. Applicant shall submit plans that demonstrate that the proposed project meets the standards set by the Arizona Department of Water Resource for golf courses in the Active Management Areas including limiting water usage to no more than five irrigated acres per hole times the turf water allotment presented in the water allotment table (Contact the Town of Camp Verde Community Development Department for Water Allotment information).
2. Applicant shall obtain a report from the Arizona Department of Water Resources of physical availability of water demonstrating an adequate water supply for the entire development including the golf course prior to recording the Final Plat/Final Site Plan and prior to construction of the golf course.
3. Applicant shall demonstrate that the proposed development will be of an appropriate size and scale for a given area to generate sufficient effluent or re-use water to meet the entire irrigation needs of the golf course or demonstrate that an alternative supply of effluent or other renewable source of water will be available.

SECTION 601 - ZONING DECISIONS

A. Zoning Ordinance Amendment Applications and Hearings

Any amendment to this Zoning Ordinance, which changes any property from one zone to another, imposes any regulation not previously imposed, or which removes or modifies any regulation previously imposed shall be adopted in the manner set forth in this section.

1. **Applications for Zoning Ordinance text amendments, rezoning amendments, Use Permits**, or other requests requiring Town Council approval shall be filed in the office of the Community Development Department on a form provided, along with such supplemental information required by the Department, and shall be accompanied by a fee established by approval of the Town Council. No part of any such fee shall be refundable after an application is filed and such fee paid, except at the discretion of the Town Council.
 - a. The Planning and Zoning Commission shall hold a public hearing within 90 days of the date of a complete application submittal. After such hearing the Council may adopt the recommendation of the Planning and Zoning Commission without holding a second public hearing provided there is no objection, request for public hearing or other protest.
 - b. The Town Council shall hold a public hearing if requested by the party aggrieved, any member of the public or of the Town Council, or in any case, if no public hearing has been held by the Planning and Zoning Commission.
2. **Notice of the time and place** of Council or Commission hearing shall be given in the time and manner provided for:
 - a. Notice of public hearing before the Commission or Council for all amendments to the Zoning Ordinance text, the zoning map, Use Permits, or other requests, shall be done in accordance with the provisions of Arizona Revised Statutes 9-462.04 as they exist now or as they are amended from time to time. Such notice includes at a minimum the posting and publishing of public hearing notices as specified in the statute.
 - b. Written protests of any recommendation action taken by the Commission shall be filed in the office of the Community Development Department before noon on the Monday of the week preceding the Council meeting at which such amendment will be considered. If such written protest constitutes twenty percent (20%) or more of the immediate area involved in a request for rezoning as specified in ARS 9-462.04.H, as may be amended, a favorable vote of three-fourths of the Council shall be required.
 - c. A decision made by the Council involving rezoning of land which is not owned by the Town and which changes the zoning classification of such land may not be enacted as an emergency measure and such a change shall not be effective for at least 30 days after the final approval of the change in classification by the Council.
 - d. In the event an application has been denied by the Council, the Commission shall not consider a similar application within 12 months of the application date.
3. **Citizen review and participation process** is required for all zone change applications or Use Permit applications:
 - a. Prior to any public hearing, the applicant or an appointed representative shall arrange a meeting with the planning staff which identifies development issues as well as arrangements and scheduling for the neighborhood meeting described in subsection **b** below.

- b. The applicant or an appointed representative shall conduct a neighborhood meeting designed to inform adjoining residents and property owners about the proposed zone change, specific plan application or Use Permit.
 - c. At least 15 days prior to the scheduled neighborhood meeting, the applicant shall notify all property owners within 300 feet of the subject site by first class mail and post the actual property with meeting date and time. The notification shall include the date, time and place for the neighborhood meeting, as well as a description of the proposed land uses. The applicant shall provide an affidavit attesting to this notification being accomplished.
 - d. It is the responsibility of the applicant or their representative to conduct the meeting, provide an opportunity for a question and answer period by the audience, and identify a point of contact to the public for follow-up questions and comments.
 - e. The applicant shall prepare a written summary of the meeting by way of affidavit, including a list of attendees and the issues and concerns discussed and submit a copy of the summary, with a photo of the posting on the property and a copy of the meeting announcement letter, to the Planning Department within 15 days after the neighborhood meeting.
4. **Zoning Ordinance text amendments:** If the Town adopts any zone change or any amendment that imposes any regulation not previously imposed or that removes or modifies any such regulation previously imposed, it must comply with the citizen review process as set forth in ARS §9-462.03, as may be amended, and the public hearing notice procedures set forth in ARS 9-462.04.A as may be amended.

B. Site Plan Review and Development Standards

Key to obtaining compliance with the regulations of this ordinance and achieving the objectives of the Town's General Plan is the administrative review of Site Plans for new development as regulated in Part 4 Development Standards. The Site Plan entails preparation of drawings for proposed uses and buildings that conform to the Development Standards, depicting adequate grading/drainage and Appearance Compatibility (Section 402), landscape and screening (Section 402), parking and loading (Section 403), signs (Section 404) and outdoor lighting (Section 405) as required in these regulations.

The Site Plan Review process is administered by the Community Development Department in conjunction with other Town departments. The Community Development Director is authorized to approve minor modifications to strict adherence of zoning regulations due to physical constraints of the project site. Appeals may be scheduled for hearing by the Board of Adjustment and Appeals. Major development projects may also be referred to the Commission and Council for a hearing, review and approval, which hearing and review process is mandatory if so stipulated by prior Council action such as rezoning or PAD approval.

For non-residential and multi-family developments as described in Section 400B, additional review of Appearance Compatibility Drawings is required (Section 402 C). Appearance Compatibility Drawings are reviewed by Town staff simultaneously with the Site Plan Review process, in accordance with the process specified in Section 400C.

C. Use Permit Approvals

Use Permits are provided to ensure the orderly use of land in conformance with the General Plan and applicable Town standards where uses are proposed that may require special limitations or conditions to provide compatibility with other uses. The application for Use Permit approval is applicable to those uses that are specifically listed as "Uses and Structures Subject to Use Permit" in each Zoning Use District in Part Two Section 203.

1. Review and Approval

- a. Use Permits will be granted only upon a finding by the Council that the use covered by the permit, the manner of its conduct, and any structure which is involved, will not be detrimental to persons residing or working in the vicinity, to adjacent property, to the neighborhood, or to the public welfare in general, and that the use will be in conformity with any conditions, requirements, or standards prescribed by the Town Code or Council.
- b. Use Permits may contain specific limitations on the scope, nature and duration of the use, as deemed proper in accordance with the following criteria:
 - 1) Any significant increase in vehicular or pedestrian traffic;
 - 2) Nuisance arising from the emission of odor, dust, gas, noise, vibration, smoke, heat, or glare at a level exceeding that of ambient conditions;
 - 3) Contribution to the deterioration of the neighborhood or to the downgrading of property values which, is in conflict with goals, objectives or policies of the General Plan;
 - 4) Compatibility with existing surrounding structures and uses; and
 - 5) Adequate control of disruptive behavior both inside or outside the premises, which may create a nuisance to the surrounding area or general public.
- c. The burden of proof for satisfying the above requirements shall rest with the applicant. A refusal of a Use Permit shall not be interpreted as the denial of right, conditional or otherwise.
- d. Where an application involves a definite development scheme, the applicant must submit a layout and landscape plan, building elevations and other pertinent data as may be requested, and the Council may condition the Use Permit to fully carry out the provisions and intent of the Zoning Ordinance.
- e. The Use Permit is valid and operable only for the specific use as granted and subject to any specified time limit. No use may be modified, changed, altered or increased in intensity, in any manner that conflicts with the Use Permit and/or required conditions of approval, without approval of a new Use Permit.

Within 30 days of any change, permittees shall notify the Community Development Department of any changes.

2. Duration and Voiding of Use Permit

- a. To secure the objectives of this Zoning Ordinance, Use Permits may be for a fixed time period, and a Use Permit does not grant a vested right beyond the term of the permit.
- b. The permittee must obtain building permits within six months from the date the Use Permit was issued. Failure to obtain a building permit or begin the use shall void the permit unless a delay to start the construction has been granted or an extension has been applied for with the Community Development Director prior to the expiration of the six-month period. Additional extensions must go to Council.
- c. If the use or uses for which a Use Permit has been granted are discontinued for a continuous period of six months, the Use Permit is voided.
- d. Violation of the terms of the Use Permit or this Zoning Ordinance voids the Use Permit.
- e. Decisions by the Community Development Director, which result in the voiding of the Use Permit, may be appealed to the Board of Adjustment and Appeals; subject to an application for appeal being on file in the Community Development Department within 30 days of notification of the Use Permit being voided.



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date: Town Council, August 7, 2024

☐ Consent Agenda ☐ Decision Agenda ☐ Executive Session Requested

☐ Presentation Only ☒ Action/Presentation ☐ Work Session

Requesting Department: Community Development Department

Staff Resource/Contact Person: Cory Mulcaire, Planner

Agenda Title (be exact): Discussion, consideration and possible adoption of Ordinance 2024-A495, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending the Planning and Zoning Ordinance Section 203.L – Use Districts – PAD (Planned Area Development).

List Attached Documents:

Ordinance 2024-A495

Exhibit A Draft PAD (Planned Area Development) Ordinance

Exhibit B Redlines from Current Planning and Zoning Ordinance

A. Excerpt from Draft Minutes 6.27.2024

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 15 minutes

Reviews Completed by:

X Department Head: John Knight

X Town Attorney Comments: N/A

X Town Manager Comments: Miranda Fisher

☐ **Finance Department** N/A

Fiscal Impact: None

Budget Code: _____ **Amount Remaining:** _____

Comments:

Background Information: Town Council, along with the Planning and Zoning Commission held a Joint Work Session on April 22, 2023. From that session, staff was directed to update the Planned Area Development District (PAD), making it an overlay district with more stringent requirements.

On June 27, 2024, the Planning and Zoning Commission unanimously recommended approval of the draft PAD Ordinance, updating Section 203.L of the Planning and Zoning Ordinance.

No Public Comments were received on this Item.

Recommended Action (Motion): Motion to adopt Ordinance 2024-A495, an Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona amending the Planning and Zoning Ordinance Section 203.L – Use Districts – PAD (Planned Area Development).



ORDINANCE 2024-A495

An Ordinance of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, amending the Planning and Zoning Ordinance Section 203.L – Use Districts – PAD (Planned Area Development).

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

WHEREAS, Part 6, Section 300, C.1 of the Planning and Zoning Ordinance allows for the amendment, supplementation or change of the zoning text regulations of the Planning and Zoning Ordinance by the Town Council; and

WHEREAS, the Town Council has an abiding interest in protecting the public health, safety, and welfare by establishing requirements for provisions of the Planning and Zoning Ordinance by including definitions and text amendments; and

WHEREAS, Text Amendments may be initiated by the Planning and Zoning Commission, the Town Council, staff of the Town of Camp Verde, or by application of a property owner, per Part 6, Section 600, C.1 of the Planning and Zoning Ordinance. This Text Amendment was initiated by the Planning and Zoning Commission and Town Council in a Joint Work Session held on April 26, 2023; and

WHEREAS, these Text Amendments were reviewed by the Planning and Zoning Commission on June 27, 2024, in a public hearing that was advertised and posted according to state law. The Commission recommended the Mayor and Common Council approve these amendments as presented.

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

Section 1. The Mayor and Common Council hereby finds as follows;

- A. The proposed Text Amendment will not constitute a threat to the health, safety, welfare, or inconvenience to the general public of the Town of Camp Verde.
- B. The proposed Text Amendment is hereby adopted in accordance with Exhibit A and Exhibit B.

Section 2: All ordinance or parts of the ordinances adopted by the Town of Camp Verde in conflict with the provision of this ordinance or any part of the code adopted, are hereby repealed, effective as of the effective date of this ordinance; and

Section 3: If any section, 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 of this ordinance; and

Section 4: This Ordinance shall be effective upon expiration of a thirty (30) day period following the adoption hereof and completion of publication and any posting as required by Arizona State Law; and

Section 5: In accordance with Article II, Sections 1 and 2, Constitution of Arizona, and the laws of the State of Arizona, the Mayor and Common Council has considered the individual property rights and personal liberties of the residents of the Town and the probable impact of the proposed ordinance on the cost to construct housing for sale or rent before adopting this Ordinance.

PASSED AND APPROVED BY A MAJORITY OF THE TOWN COUNCIL OF THE TOWN OF CAMP VERDE, ARIZONA, ON THIS 7th DAY OF August 2024.

Dee Jenkins, Mayor

Attest:

Approved as to form:

Town Clerk

Trish Stuhan-Town Attorney

X.0 Zoning Districts

Section	Content	Page
X.1	Purpose	
X.2	Establishment of Zoning Districts	
X.3	Relationship to General Plan	
X.4	Zoning Map	
X.5	Use Regulations	
X.6	Performance Criteria	
X.7	Planned Area Development Overlay District	
x.8	Manufactured Housing Overlay District	
X.9	Transfer of Development Rights	
X.7	Planned Area Development Overlay District	

A. Purpose.

The purpose of the Planned Area Development Overlay District (PAD) is to provide orderly development of land, consistent with the Town of Camp Verde's General Plan and Zoning Ordinance while permitting flexibility in design, construction, and processing of residential, commercial and/or industrial developments of a quality which could not be achieved by a traditional lot by lot development under conventional zoning concepts. While the conventional zoning districts and the requirement of those districts set forth in the Town of Camp Verde Zoning Ordinance are reasonable, there may be circumstances in which it is in the Town's best interests to allow unique and/or creative designs and techniques that:

1. Ensure orderly planning and reviewing procedures that will result in superior design, with variety in architectural and site design using technique. These shall include but not be limited to variations in building styles, setbacks, lot arrangements, and site planning.
2. Promote the most appropriate use of a parcel or multiple parcels of land.
3. Allow diversification in use.
4. Allow for economic development.
5. Facilitate the adequate and economical provision of streets, parks, open space, schools, storm drainage, sewer, and water facilities.
6. Preserve and utilize open space (floodplains, archaeological sites, wetlands, and hillside areas).
7. Offer recreational opportunities close to residential uses (pedestrian and equestrian trail systems)
8. Enhance the neighborhood's appearance.
9. Counteract adverse effects of urbanization.
10. Provide for unified control of land development.

B. General Requirements and Standards.

1. The land uses and design of the proposed PAD shall be consistent with the goals, objectives, and policies as described in the Camp Verde General Plan.

2. The uses allowed within each PAD shall be limited to those listed in the approved Master Development Plan (MDP) for that development. The number of dwelling units and/or gross commercial/industrial square footage shall also be limited by the approved MDP.
3. In general, a variety of housing types shall be encouraged for residential PADs, to provide for the diverse needs of the community. Parcel densities within the PAD may be flexible provided the maximum number of dwelling units established by the PAD is not exceeded.
4. Commercial development in a PAD may provide for a variety of commercial and/or industrial/employment uses. The total square footage for commercial/industrial uses may be flexible from parcel to parcel within the maximum allowable number of square feet of commercial/industrial usage for the entire PAD as established by the MDP.
5. Development which includes a mix of residential and commercial and/or industrial uses shall include specific standards in the MDP to address the manner in which compatibility of uses is established.
6. There is no minimum size for a proposed PAD; however, the size of a PAD will be reviewed in the context of the property's location and surrounding uses. Any parcel over twenty (20) acres in size will require a PAD and Development Agreement may be required by Council.
7. Proposed standards shall be reviewed and approved based upon compatibility with adjacent land uses, the placement of buildings within the parcel, and conformance with building codes and fire safety requirements.
8. Land uses on the perimeter of the PAD shall be designed and developed to be compatible with and complementary to the existing and planned development reflected on the General Plan in the immediate vicinity of the proposed PAD.
9. PADs located on the perimeter of the Town boundary or abutting National Forest Lands or designated open space shall provide an appropriate approach for transition and/or buffering between abutting land uses to ensure appropriate compatibility of uses. Such transition may be addressed by stepping down the density of residential development, providing additional development setbacks and/or additional open space and landscape buffering between the PAD development and abutting land uses.
10. PADs located adjacent to National Forest Lands, public parks or designated open space shall be evaluated to identify opportunities for providing non-motorized trail access from within the development to abutting public lands. Locations for any such trail routes or access points shown on the PAD site plan shall be coordinated with the abutting land management agency to ensure appropriate planning and approval for their development.
11. All PADs shall be subject to the applicable provisions of the Town of Camp Verde Zoning Ordinance, pertaining to offsite improvements and all other applicable codes, ordinances, and regulations, unless exceptions are specifically granted through the PAD rezoning process.

C. Permitted Uses.

1. The uses permitted in the PAD District shall be governed by the permitted uses in the underlying district or combination of underlying districts. The "underlying zoning district" shall mean those zoning districts which the property is zoned prior to approval of the PAD Overlay District.

D. Master Development Plan Submittal Requirements

1. An application for PAD Zoning shall be submitted in the form of a Master Development Plan (MDP). The MDP shall be a separate document that includes a detailed project narrative, supporting exhibits describing the proposed uses, development standards, design guidelines, project phasing data, maintenance responsibilities and other supporting documentation, as well as detailed graphic exhibits, including proposed site plan, landscape plan, building designs, and other project elements, as required.

2. The MDP shall be submitted in an 8 ½" by 11" ring binder format with the following information included:

a. Title page indicating the project name, location, applicant(s) and master developer(s) contact information and date of submittal.

b. Table of Contents.

c. Project Narrative. A project narrative summarizing the proposed development and identifying the objectives and rationale for the proposal shall include at a minimum the following information:

(1) Proposed name of development.

(2) Name, address, phone numbers and contact information for applicants and property owners.

(3) Description of the location of the proposed project, including parcel numbers, addresses, if available, and closest streets.

(4) Summary of the proposed land use areas and the development standards for each use and/or parcel within the PAD, including:

a) Proposed number of dwelling units, dwelling unit type(s), total land area, gross density of project area and net densities of residential sub-areas.

b) Proposed uses other than residential, total land area, and maximum square footages/floor area ratios associated with commercial/industrial uses.

c) A preliminary parcel data table to include parcel numbers, size of parcels, existing zoning, existing uses and proposed uses.

d) Proposed public streetscape and open space improvements and their relationships to the overall development.

e) Summary of proposed property development standards, including, but not limited to building heights, parking, signage, minimum lot areas, and yard setbacks

f) A conceptual description of architectural theme, colors, and exterior building materials proposed for use in the PAD.

g) A conceptual description of the landscaping treatment, plant materials, fences, walls, and other open space improvements.

h) Proposed location of arterial, collector, or local streets, whether public or private, within a preliminary master circulation plan.

i) Proposed location and use of all lands proposed to be dedicated for public purposes including, but not limited to parks, stormwater retention area, and schools; and

j) Preliminary master water, sewer, and drainage reports for the proposed buildout of the PAD

(5) Project Objectives, A description of the objectives to be achieved by the development concept, including but not limited to:

a) The manner in which the proposed MDP meets or exceeds the intent of the PAD District.

b) The proposed overall design rationale, as well as architectural and site design concepts including style, colors, type of materials, and rationale for placement of structures to maximize views and take advantage of the natural characteristics of the PAD site.

c) Specific concepts by which the proposed MDP will make an orderly transition from existing or planned adjacent development, including varied setbacks and façade treatment, open space elements, screening of parking areas, and landscaping of the public or private open spaces and recreational facilities; and

d) A discussion of visual, traffic, or drainage impacts and compatibility with surrounding land uses and consistency with the General Plan.

e) Analysis of proposed residential density, mixed use issues, neighborhood quality, and other qualitative issues. Include a comparison of the existing zoning regulations in relation to the proposed standards for the PAD, including density, setbacks, and permitted uses.

d. General Plan Review. The General Plan is established, as per state statutes, as a guide for the long-range growth and development of the community. A proposed change of zoning must be in conformance with the Land Use category as designated on the Land Use Map to be approved. Additional policy direction regarding growth and development is provided in each of the General Plan elements, as follows:

(1) Provide a statement indicating how proposed development conforms to the Land Use Category or Categories indicated in the General Plan Land Use Map. Also provide a review of how the proposed development conforms to the narrative text and Local Strategies indicated in the applicable Land Use Planning Area for the proposed development. Indicate and discuss any Special Study Area or other unique features within the applicable Plan Area Map.

(2) Provide a statement indicating how the proposed PAD meets the intent of the General Plan goals, objectives, and policies for each of the General Plan elements, including community vision, housing, economic development, circulation, open space, growth area, environmental planning, and water resources.

e. Graphic Exhibits. Provide 8 ½" by 11" reductions of the proposed site plan, landscape plan, building plans and elevations, and other exhibits necessary to describe the proposed development, including the following:

(1) A conceptual development site plan for the PAD showing existing and proposed parcel boundaries, building locations, pedestrian and vehicular circulation systems, parking areas, landscape areas, right of way and open space areas.

(2) A vicinity map adequately identifying the project location in relation to surrounding development and circulation systems. Indicate the zoning on surrounding parcels.

(3) Aerial photo and 2-foot contour topography of the subject property with the subject property identifies.

Add: Floodplain analysis for all watercourses with drainage areas greater than 50 acres. These drainage areas should be preserved as natural drainageways.

(4) Photographic exhibits of the subject property displaying any existing development or natural resources.

(5) Other exhibits as necessary to describe the project.

f. Property Development Standards. Flexibility with development standards may be considered where superior design quality is provided resulting in a more innovative, creative project. Provide a detailed summary of proposed development standards for the project, including the following:

(1) Lot size, building setbacks, yard standards, maximum height, lot coverage, and similar standards, as applicable.

(2) Describe proposed standards for parking, lighting, signage, and landscaping.

(3) Unique development standards such as buffering and screening between uses, project entry features, or other requirements related to the physical development of the PAD.

g. Design Guidelines. The design guidelines section of the MDP shall describe both the overall development theme and specific design details for buildings and structures, site walls, signage, lighting, landscape features, paving and similar project elements. It is the intent of the PAD standards that each project will be developed with an integrated design theme that defines the character of the PAD. The applicant shall develop and provide proposed design guidelines for the project to include the following.

(1) General Guidelines.

a) Describe the architectural theme for the development and provide graphic examples where necessary to illustrate how the design applies to the various elements of the PAD.

b) Provide design details for buildings, site features, site walls, signage, lighting, landscaping, pavement, or other project elements.

c) For large-scale projects that provide a variety of housing types (such as single-family homes, apartments, and townhouses), housing densities (lot width, depth, and size), and home design (different floor plans, elevations, and orientation to the lot). Residential planned developments shall be encouraged to include a variety of housing types and designs; however, the actual project size where variety needs to be incorporated shall be evaluated based on the General Plan designation, existing conditions, surrounding context and other unique conditions.

d) Provide graphic exhibits, as necessary, to describe specific details related to the design guidelines, including building design, paving, landscaping, site walls, sign structures, lighting, or similar features.

(2) Site Features:

a) Provide details for project entry features, including decorative walls, landscaping, project identification signage, and other design elements.

b) Provide details for perimeter site walls, Walls should be appropriately detailed to enhance the quality and character of the project. Incorporate treatments with adjacent landscaping. See through fences, such as tubular steel, should be utilized adjacent to retention basins, open space, and recreational amenities.

c) Design outdoor lighting to address safety and utility, as well as to enhance the character of the buildings, landscaping, and site features.

(3) Building Design:

a) Provide a summary of proposed materials and colors for the development. Describe exterior materials and color of building components, including walls, windows, doors, and roofs. Reproductions of color samples may be included in the MDP for reference.

b) Although it is the intent of this ordinance to encourage a coordinated design theme for the PAD, variety in design of individual buildings and residences is strongly encouraged, including variety in building massing elements, roofing materials, and exterior details.

(4) Streetscape Design:

a) Provide graphic details and descriptions of streetscape design for various types of streets, including local residential streets, commercial and mixed-use streets, parkways, and connector streets. Indicate pavement details, landscaping, site walls, and unique signage to be incorporated in the typical streetscape design.

b) Provide details of street landscaping, including proposed tree varieties, The landscaping shall be designed to enhance the aesthetic quality of the development and to integrate with the surrounding natural environment.

(5) Neighborhood Design:

a) Indicate how the plan provides a coherent system of neighborhood elements, including interconnected residential blocks, orientation of homes to the street, open space and parks, and safe, convenient, and interconnected pedestrian connections.

b) Provide adequate buffering and/or screening from less compatible neighborhood elements, such as arterial and collector streets, and adjacent non-residential uses.

h. Circulation Standards.

(1) The arrangement, character, extent, grade, width, and location of all roadways, streets, bike paths, or trails shall conform to applicable Town standards, unless adjusted for specific

topographical or developmental conditions in accordance with an approved traffic engineering study.

(2) The need to conduct a Traffic Impact Study shall be based on the land use and size of the development. Residential development with fifty (50) dwelling units or more in total and/or commercial development with 50,000 square feet in gross floor area or greater and/or industrial development with 100,000 square feet in gross floor area or greater, including all development approved for phased development, shall be subject to the requirements for conducting a Traffic Impact Study.

(3) The Town Engineer shall review the Traffic Impact Study based on the following conditions:

- a) Existing traffic problems or congestion.
- b) Public concerns regarding the development;
- c) Negative impacts on adjacent developments.
- d) The circulation conditions propose a deviation from the Town of Camp Verde Streets Master Plan.
- e) Other local issues that may be present.

(4) Where the need for a Traffic Impact Study is identified, this study should be completed and submitted to the Community Development Department for review prior to the Planning and Zoning Commission hearing. The developer shall estimate the number of trips generated by the development and confirm the Category of the study with the Town Engineer before submitting the report. Traffic Impact Studies for the Town of Camp Verde are classified into three (3) categories:

- a) Category I – Developments that generate between 100 and 300 vehicle trips during any peak hour.
- b) Category II – Developments that generate between 300 and 750 vehicle trips during any peak hour.
- c) Category III – Developments that generate more than 750 vehicle trips during any peak hour.

(5) Where such is not shown on the General Plan, adopted transportation plan, specific area plan or preliminary plans, the arrangement of streets, bicycle facilities and trails shall provide continuation or appropriate projection of existing streets. Bicycle facilities and trails shall be designed to make the best use of the land features and open space requirements of this Ordinance, in addition to meeting public safety issues.

(6) Planned development shall provide for adequate traffic circulation that incorporates the adopted Town street functional classification system to handle the projected traffic volumes on the street.

(7) Individual home lots should not front onto collector or arterial streets. Options include orienting the rear of lots to such streets, side orientation at local street intersections, and the creative use of open space, retention areas and screening techniques between the street and the rear of properties.

(8) Neighborhood streets should be designated to enhance neighborhood integrity and safety, encourage pedestrian activity, and provide local connections to major activity centers. The local street pattern should emphasize traffic calming techniques with short loops, cul-de-sacs, and gently curving streets.

(9) Streets and street systems within the proposed development need to be designed to provide interconnection with surrounding development and neighborhood streets. Linear streets that encourage cut-through traffic should be avoided unless they are specifically identified in the General Plan as collector or arterial streets.

(10) The minimum width of right-of-way, measured from lot line to lot line, shall be as established in the MDP based on Town Standards. Proposed streets shall extend or project existing streets at their same or greater width, but not at a width less than prescribed by established standards, unless it can be demonstrated that a narrower street will serve the function of efficient site planning and convenience for the residents/occupants and still satisfy public safety issues.

(11) Access to development fronting on state highways must be in compliance with ADOT standards, including the established access management plans for those routes. Documentation must be provided from ADOT to ensure compliance with standards and requirements.

(12) Traffic calming techniques shall be incorporated in the street layout for planned area developments where such calming of traffic is deemed desirable for supporting neighborhood values and improved quality of life. Effective traffic calming programs combine physical design concepts in the engineering of the street environment with traffic management programs that alter driver behavior, so as to reduce neighborhood traffic speeds and/or cut-through volumes in the interest of improving street safety and general neighborhood values. Traffic calming techniques shall include the following:

a) The incorporation of traffic calming techniques shall be based on carefully considered engineering principles for the design, placement, and spacing of such features, as described in standards and guidelines produced by the Federal Highway Administration (FHWA), the Institute for Transportation Engineers (ITE), or similarly recognized professional standards; and

b) Traffic calming techniques shall include features such as intersection chokers, mid-block swellings, short block design, roadway deflections referred to as chicanes, traffic islands, center island refuges, textured pavement, speed tables, roundabouts, mini-circles and similar measures.

i. Open Space Standards.

(1) Open space shall be provided as "Usable Open Space" this does not include, natural drainage, floodplains, archaeological sites, hillsides, or other natural sites, as described in this ordinance and shall be designed as an integral part of the development. Usable open space includes both undisturbed and natural areas and developed landscape components. Open space should be designated to provide interconnection and continuity between undeveloped areas to the greatest extent possible so as to address the health of the environment, habitat protection and natural process. Additional objectives to be addressed by open space shall include buffering, screening, transition and similar-design based objectives.

(2) Open space shall not be less than twenty-five percent (25%) of the gross acreage, of the parcels within the PAD proposed for residential and mixed-use development, excluding public and private road right-of-way; and not less than ten percent (10%) of the gross acreage of the parcels within the PAD proposed for commercial or industrial development, excluding public and private road right of way

(3) A greater percentage for open space may be required as a condition of approval for PAD Zoning based on the need for additional buffering between uses or the need to address preservation of unique natural aspects of the site, including washes, hillsides, and other features identified as significant. Specific standards for open space shall be as per Article XX, Landscape Requirements of this Ordinance.

j. Landscape Standards. Proposed landscape shall be in compliance with Section XX, Landscaping Requirements, of this Ordinance. Any variation proposed for the PAD must clearly indicate an improvement to the adopted standards. In addition, the following is required:

(1) Provide master plant list for the development indicating trees, shrubs, groundcovers, and other plants. Indicate proposed varieties for street trees and parking lot trees.

(2) Describe techniques to ensure low water use landscaping will be provided, including xeriscape landscape treatment greywater use and rainwater harvesting methods.

(3) In addition to a master landscape plan for the development, provide graphic details for typical landscape installations, including development entry features, parks or common areas, building landscaping, parking lots, pedestrian walkways, typical streetscape and similar applications.

k. Statement of Water Use. For development purposes to exceed the number of dwelling units allowed by the existing zoning classification, provide a statement comparing a likely range of water use for proposed development in comparison to development under the current zoning.

l. Water Conservation Program. A Planned Area Development (PAD) shall propose alternative water conservation systems as part of its Master Development Plan. Factors evaluated may include but are not limited to:

(1) The greater efficiency of a master planned community-wide application of water conservation, re-use and recharge features, demonstrating responsible use of reclaimed water as provided for in the approved Master Development Plan.

(2) That all Town requirements be formalized in the PAD approval, Development Agreement approval and the community's Covenants, Conditions, and Restrictions (CC&Rs).

(3) The installation of any re-use system or reclaimed water system is approved by and installed to all Federal, State, County, and Municipal standards as they apply.

m. Phasing Plan. Describe proposed phasing of the development, if any, and indicate the phase lines on the site plan.

(1) Interconnected public streets, sidewalks, drainage features and infrastructure may be required to be installed with the initial phase of development so as to adequately address public safety access, coherent development and functionality of facilities, The proposed phasing plan

needs to indicate how adequate, safe, convenient and efficient circulation and infrastructure needs will be addressed with the phasing plan.

(2) A PAD plan may be constructed in phases and the PAD narrative shall specify the phases for development, locations, and timing of on-site and off-site improvements for each phase, as well as an estimated range of time for beginning and completion of each phase.

(3) Requests for minor modifications to the phasing plan shall be subject to approval by the Community Development Director with right to appeal to the Board of Adjustments and Appeals.

(4) The applicant may enter into a development agreement with the Town providing for timing, sizing, and funding of phased infrastructure improvements required for the PAD or may use any alternative mechanism acceptable to the Town.

(5) Disturbed areas approved for future phased development with the Town shall include dust free surfacing and/or temporary landscaping. Additional site treatments may be required for future development areas located next to public streets or adjacent to existing development.

n. Operations and Maintenance Responsibilities. Identify the ownership and maintenance responsibility for common areas and landscaping within rights of way and identify the homeowner's association, improvements district, or other mechanism to assure long-term maintenance of common areas and rights of way.

(1) In the event that certain land areas or structures are provided within the PAD for private recreational use or as service facilities, the owner of such land and buildings shall establish an arrangement to assure a continued standard of maintenance consistent with the condition of PAD approval.

(2) All utility lines shall be consistent with the approved Town Master Plans and Town Code requirements.

(3) Development with a PAD shall conform to all conditions and standards of the PAD approval. The PAD Applies to the subject property and change in ownership or successors in interest does not constitute a change in agreed upon standards and requirements.

o. Other Information and Exhibits. Any other documents, letters, photographs, or exhibits that provide information regarding the proposed PAD may be included with the MDP.

E. APPLICATION AND PROCEDURES.

1. Pre-Application Meeting. The applicant shall meet with the Community Development Department to discuss the development concept for the proposed PAD zoning. The Department shall advise the applicant of the specific objectives of this section and the specific procedures, standards, and review process regarding the application.

2. Neighborhood Meeting. The applicant shall host a neighborhood meeting to address citizen participation requirements.

3. Planning and Zoning Application Submittal.

a. Upon completion of the pre-application and neighborhood meeting, the Community Development Director shall provide the developer with the necessary application forms for the PAD submittal.

b. Provide required number of copies of the Draft MDP in a ring binder format, as described in this Ordinance, along with the required filing fee, shall be submitted to the Community Development Department for distribution to various departments and agencies, and for Planning and Zoning Commission members.

c. Additional Application Material.

(1) Full size plans and digital files. Provide required number of complete sets of full size (24" x 36") or (18" x 24") copies of the site plan, landscape plan, color renderings and other graphics and exhibits shall be submitted with the application. Digital files shall also be submitted for the site plan, landscape plan, site photos, and other graphics requested.

(2) Preliminary Traffic Impact Study, if applicable.

(3) Preliminary Grading and Drainage Report.

(4) Preliminary Water and Sewer Design Reports.

(5) Material and color sample. Descriptions and photocopies of material and color samples shall be included in the MDP binder format. Any manufacturer's samples of building materials and/or colors boards should be submitted as a separate exhibit.

4. PLANNING AND ZONING REVIEW PROCESS.

a. The Planning Commission shall hold a public hearing to consider the proposed rezoning and MDP according to the following criteria:

(1) The project is consistent with and implements the Town of Camp Verde General Plan and the provisions of this Ordinance.

(2) The arrangement of all uses and improvements reflects the natural capabilities and limitations of the site as well as the characteristics and limitations of the adjacent property.

(3) Development is compatible with the immediate environment of the site and neighborhood.

(4) Buildings, transportation improvements and open space areas"

a) Arranged on the site so that activities are compatible with the neighborhood and consistent with adopted ordinances and generally accepted planning principles.

b) Designed and arranged to produce an efficient, functionally organized and cohesive development.

c) In favorable relationship to the existing natural topography, natural water bodies, and water courses, exposure to sunlight and wind and long views. Planned building sites are located and designed to minimize their impact on long views; and,

b. The Planning Commission may recommend approval, and recommend conditions, to the Council of request for modifications to the requirements of the underlying zoning districts when the Planning Commission finds:

(1) That the requested modifications to the requirements of this Ordinance and the underlying zoning districts are in the best interests of the Town and are beneficial to the Town in that a higher quality or more appropriate design, or economic benefits (such as employment) can be achieved by not requiring strict adherence to the terms and regulations of this Ordinance.

(2) That strict adherence to the requirements of this Ordinance is not required in order to ensure the health, safety, and welfare of the future occupants of the proposed development.

(3) That the proposed development is consistent with the goals, objectives, and policies of the General Plan.

5. PAD districts shall be approved by an ordinance that states:

a. Finding of fact upon which the approval is based.

b. Any schedule for development for the specific use or uses for which the PAD is being required.

c. Any modifications to the requirements of the underlying zoning district or districts which may be approved; and,

d. A stipulation that the PAD is conditionally approved subject to the approval of a Final Site Plan or Preliminary Plat for each land use parcel within two (2) years of the effective date of the ordinance. The Council may refer the application back to the Planning Commission.

6. The Town Council may approve or deny any application for PAD overlay zoning. An approval may include conditions deemed appropriate by the Council to ensure that all required findings are substantiated. The applicant and the Town may enter into a Development Agreement consistent with A.R.S 9-500.5, in order to effectuate the requirements of this Section.

7. Upon the effective date of this ordinance, the Official Zoning Map shall be amended to designate the affected area with a PAD symbol or symbols on the subject property.

8. All ordinances establishing a PAD Overlay District shall contain, as a condition of rezoning, a requirement for Final Development Plan approval within two (2) years, in accordance with the MDP approved by the Town Council or other standards adopted by the Town Council and adopted as an amendment to the Official Zoning Map.

F. Final Development Site Plan. Within two (2) years of the effective date of the amendment, the applicant shall file with the Planning Commission the following documents:

1. A Final Site Plan or final Plat incorporating a fully dimensioned plan identifying land use parcel dimensions, acreages, locating all proposed streets, structures, parking areas, landscaped areas, walls, sidewalks, and other elements of the first phase of the proposed project.

2. Final Master Water and Sewer Report.

3. Final Master Drainage Report.

4. A Final Open Space and Landscape Plan with representation of the location of all plant materials, hardscape, walkways, and screening walls; a plant materials schedule indicating plan name (Latin and common), number and sizes used in the plan and on-center spacing.

5. Colored, typical elevations for all residential units and specific building elevations for any commercial or recreational buildings.

6. The final site plan or final plat for each land use parcel shall be in substantial conformance with the land use plan and all requirements and conditions of the amendment adopted by the Council.

7. The final site plan or final plat may be submitted separately for each phase of development or as a whole; each submittal shall require a separate public hearing and approval by the Planning Commission and Council prior to the issuing of the zoning and issuance of building permits. When the final development site plan is submitted in phases, the first phase shall be submitted as indicated above and each subsequent phase within two (2) years of approval of the previous phase; and,

8. Where the Planned Area Development Overlay District is used to impose special provisions regarding the design and development of a subdivision, the Final Plat as described in Section XX may constitute the applicant's Final Site Plan for the individual parcel, provided, however, that Final Site Plan/Plat shall be submitted as indicated above and each subsequent phase within two (2) years of approval of the previous phase; and,

G. *Amendments to Approval.* The following adoption of the MDP or Final Development or Final Site Plan, said plan shall not be changed, amended, or altered in any manner except as set forth herein. Any substantial change or alteration in the physical or spatial characteristics of the plan or its configuration shall be considered a rezoning and shall only be accomplished pursuant to this Article. The following PAD Amendment criteria shall be applicable.

1. *Minor Amendment.* Minor changes shall include changes in location of building, parking, or landscape areas and may be authorized by the Community Development Director.

2. *Major Amendment.* Major changes shall consist of a change of land use, changes in proposed roadways, changes in infrastructure, or and changes not listed as a minor amendment. This requires submittal of an application for a rezone amendment to a PAD and processed as a rezone. All major changes shall be submitted to the Planning and Zoning Commission and Town Council for their review and approval in accordance with the requirements set forth in this Ordinance.

H. *Termination of the PAD Classification.* Any zoning ordinance amendment adopted under the provisions of this Ordinance shall terminate and the zoning classification of the affected property shall revert, subsequent to a public hearing conducted by the Town Council, to its prior district classification at the end of the two (2) years following the effective date of said Ordinance, if the Final Site Plan has not been submitted to the Council for approval. When the submittal is phased, each subsequent phase shall be submitted within two (2) years of approval of the previous phase. The Council may grant a one (1) year extension of time not exceeding one (1) year for any phase of the development.

I. *Existence of PAD Districts Prior to Adoption of this Ordinance.* Any Planned Area Development Overlay District (PAD) that was legally authorized by the Camp Verde Town Council prior to adoption of this Ordinance may remain as a permitted PAD. Modifications to previously approved PADs that meet the definition of "Major" will be subject to this ordinance.

DRAFT

EXHIBIT B

SECTION 103 - DEFINITION OF TERMS

For the purposes of this Zoning Ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. Words, phrases, and terms not defined in this Zoning Ordinance shall be given their usual and customary meanings except where the context clearly indicates a different meaning. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not permissive; the word "may" is permissive and not mandatory. Words used in the present tense include the future tense; words used in the future tense include the present tense. The word "person" includes individuals, partnerships, corporations, clubs, and associations and other forms of business enterprise. The following words or terms when applied to this Zoning Ordinance shall carry full force when used interchangeably; lot, plot, parcel, or premises; used, arranged, occupied, or maintained; sold or dispensed; construct, reconstruct, erect, place, or alter (structurally or otherwise), If more than one provision, standard, or requirement of any chapter of this Zoning Ordinance applies in all instances the most restrictive, provision, standard or requirement shall control.

DEFINED TERMS, PHRASES AND WORDS

PLANNED AREA DEVELOPMENT (PAD): ~~For purposes of these regulations, a Planned Area Development is:~~

- ~~a. Land under unified control, to be planned and developed as whole;~~
- ~~b. In a single development operation or a definitely programmed series of development phases, including all lands and buildings;~~
- ~~c. For principal and accessory structures and uses substantially related to the character purposes of the development;~~
- ~~d. According to comprehensive and detailed plans that include not only the locations of streets, utilities, lots, or building sites and the like, but also, site plans and floor plans for all buildings as intended to be located, constructed, used, and related to each other, and detailed plans for other uses and improvements on the land as related to the buildings; and~~
- ~~e. With a program for provision, operation, and maintenance of such area, facilities, and improvements such as will be available for common use by some or all of the occupants or visitors to the development site, but will not be provided, operated, or maintained at general public expense.~~

SECTION 203. L

L. 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: P AD Dimensional Standards

SECTION 204

For ease in comparing Camp Verde's district classifications in each land use category they are illustrated below in tabular form. (Table is provided for reference only, district provisions as specified in Section 203 shall prevail.)

The Letter...	Has the following meaning...
P	Permitted uses: The letter "P" indicates that the listed use is permitted by right within the zoning district. Permitted uses are subject to all other applicable standards of the Planning and Zoning Ordinance.
UP	Use Permit uses: The letters "UP" indicate that the listed use permitted within the respective zoning district only after review and approval of a use permit, in accordance with the review procedures of Section 601.C.
A	Accessory uses: The letter "A" indicates that the listed use is permitted only where it is accessory to another use that is permitted in the district on the same lot.
-	Prohibited uses: A dash indicates that the use is not permitted in the district.

Use/Activity	Zoning District														CF
	R1L	R1	R2	R-R	RS	C1	C2	C3	PM	MI	M2	PAD	OS	AG	
Residential															
Security/caretaker dwelling unit	-	-	-	-	-	-	-	P	P	P	P	P	-	-	-
Mobile/Manuf Home & RV Parks	-	UP	UP	UP	UP	UP	UP	UP	-	-	-	P	-	-	-

Multiple dwelling units	-	-	P	-	P	P	P	-	-	-	-	P	-	P	-
Single family dwelling group units	-	-	P	-	P	P	P	-	-	-	-	P	-	-	-
Single family dwelling unit	-	P	P	P	P	P	P	-	-	-	-	P	-	P	-
Single family dwelling unit (site-built)	P	P	P	P	P	P	P	-	-	-	-	P	-	P	-

Public & Semipublic															
Cemeteries (human or animal interment)	-	-	-	-	-	-	-	UP	P	P	P	P	-	-	UP
Community parks, playgrounds, etc	UP	UP	P	P	P	P	P	P	P	P	P	P	P	UP	UP
Educational institutions	P	P	P	P	P	P	P	P	-	-	-	P	-	UP	UP
Flood control facilities	P	P	P	P	P	P	P	P	P	P	P	P	P	P	UP
Golf courses	P	P	P	P	P	P	P	P	-	-	-	P	P	-	UP
Government & utility facilities	UP	UP	UP	UP	UP	UP	UP	UP	UP	UP	UP	P	UP	UP	UP
Historical landmarks	P	P	P	P	P	P	P	P	P	P	P	P	P	P	UP
Hospitals, clinics, sanitariums, nursing homes, & assisted living care facilities	-	-	-	-	P	P	P	P	-	-	-	P	-	-	UP
Nursery schools & day care centers	-	-	-	-	P	P	P	P	-	-	-	P	-	-	UP
Outdoor recreation or assembly facilities	-	-	-	-	UP	UP	UP	UP	-	-	-	P	P	UP	UP
Private clubs & lodges	-	-	-	-	P	P	P	P	-	-	-	P	-	-	UP
Religious institutions	P	P	P	P	P	P	P	P	P	P	P	P	-	P	-

Revival tents (temporary)	-	-	-	-	UP	UP	UP	UP	-	-	-	P	-	-	-
Transmitter stations & towers	-	-	-	-	UP	UP	UP	UP	UP	UP	UP	P	-	-	UP
Transportation terminal & transfer facilities within closed building	-	-	-	-	-	-	-	P	-	-	-	-	-	-	UP

Use/Activity	Zoning District														
	R1L	R1	R2	R-R	RS	C1	C2	C3	PM	MI	M2	PUD PAD	OS	AG	
Agriculture & Open Space															
Agricultural museums	-	-	-	-	-	-	-	-	-	-	-	P	-	UP	
Agriculture & cultivation	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Agri-Tourism businesses	-	-	-	UP	-	-	-	-	-	-	-	P	-	UP	
Fabrication, storage & repair of agriculture equipment	-	-	-	-	-	-	-	-	-	-	-	P	-	A	
Farm animals/livestock	P	P	P	P	P	P	P	P	P	P	P	P	-	P	
Public facilities for sale of agriculture products		-	-	-	-	-	-	-	-	-	-	P	-	A	
Public stables, livestock breeding, boarding & sales	-	-	-	-	-	-	-	UP	-	-	-	P	-	UP	
Temporary housing for agricultural workers	-	-	-	-	-	-	-	-	-	-	-	P	-	UP	
Commercial															
Antique sales	-	-	-	-	-	P	P	P	-	-	-	P	-	-	
Automobile & machinery sales	-	-	-	-	-	-	P	P	-	-	-	P	-	-	

Automobile repair (light)	-	-	-	-	-	-	P	P	P	P	P	P	-	-
Automotive service stations	-	-	-	-	-	P	P	P	-	-	-	P	-	-
Baking & confection cooking (on-site only)	-	-	-	-	-	P	P	P	-	-	-	P	-	-
Bars, tap rooms & nightclubs	-	-	-	-	-	-	P	P	-	-	-	P	-	-
Bed & breakfast	UP	UP	P	P	P	P	P	P	-	-	-	P	-	-
Bowling alleys & poolrooms	-	-	-	-	-	-	P	P	-	-	-	P	-	-
Business offices, banks similar; including drive-through	-	-	-	-	-	P	P	P	-	-	-	P	-	-
Commercial art galleries	-	-	-	-	-	P	P	P	-	-	-	P	-	-
Commercial ballrooms & arenas	-	-	-	-	-	-	-	P	-	-	-	P	-	-
Commercial bath & massage	-	-	-	-	-	-	P	P	-	-	-	P	-	-
Commercial parking facilities	-	-	-	-	-	-	P	P	P	P	P	P	-	-
Custom service & craft shops	-	-	-	-	-	P	P	P	P	P	P	P	-	-
Dancing, art, music, business & trade schools	-	-	-	-	-	-	P	P				P		
Frozen food lockers	-	-	-	-	-	-	P	P	P	P	P	P	-	-
Hotels & motels (5 or more guest rooms)	-	-	-	-	-	P	P	P	-	-	-	P	-	-
In-plant restaurants including roof or landscaped patio	-	-	-	-	-	-	-	-	A	A	A	A		
Launderettes	-	-	-	-	-	P	P	P	-	-	-	P	-	-
Miniature golf	-	-	-	-	-	-	P					P		
Mortuaries	-	-	-	-	-	-	P	P	P	P	P	P	-	-

Offices (professional)	-	-	-	-	P	P	P	P	-	-	-	P	-	-
Personal services	-	-	-	-	P	P	P	P	-	-	-	P	-	-

Use/Activity	Zoning District														
	R1L	R1	R2	R-R	RS	C1	C2	C3	PM	MI	M2	PAD	OS	AG	
Commercial															
Pet shops	-	-	-	-	-	-	P	P	-	-	-	P	-	-	
Public auction within closed building	-	-	-	-	-	-	-	P	-	-	-	P	-	-	
Restaurants & cafes	-	-	-	-	-	P	P	P	-	-	-	P	-	-	
Retail sales	-	-	-	-	-	P	P	P	-	P	-	P	-	-	
Sales (retail & wholesale) & rentals	-	-	-	-	-	-	P	P	-	-	-	P	-	-	
Theaters, auditoriums, banquet & dance halls	-	-	-	-	-	-	P	P	-	-	-	P	-	-	
Veterinary services	-	-	-	UP	UP	UP	P	P	-	-	-	P	-	-	
Industrial															
Adult oriented businesses	-	-	-	-	-	-	-	-	-	P	P	-	-	-	
Assembly, construction & processing plants	-	-	-	-	-	-	-	P	P	P	P	P	-	-	
Body & fender shops within closed building	-	-	-	-	-	-	-	P	P	P	P	P	-	-	
Bottling plants confined to closed building	-	-	-	-	-	-	-	P	P	P	P	P	-	-	
Cleaning & dyeing plants within closed building	-	-	-	-	-	-	-	P	P	P	P	P	-	-	
Custom tire recapping	-	-	-	-	-	-	-	P	P	P	P	P	-	-	
Custom warehouses within closed building	-	-	-	-	-	-	-	P	-	-	-	P	-	-	

Gasoline/petroleum dispensing storage tanks	-	-	-	-	-	-	-	-	-	-	P	P	P	-	-
--	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

ATTACHMENT A



Support your local merchants

**FINAL MINUTES
TOWN OF CAMP VERDE – PLANNING & ZONING COMMISSION
REGULAR SESSION
473 S. MAIN STREET, SUITE 106
THURSDAY, JUNE 27, 2024, at 6:00 P.M.**

ZOOM MEETING LINK:

<https://us06web.zoom.us/j/85044215262?pwd=Ylp3ZUFNN0w0RkQ3V0dLVkZiWnFsdz09> **One Tap Mobile: 1-669-900-9128 or 1-**

253-215-8782

Meeting ID: 850 4421 5262

Passcode: 116183

- 6. Public Hearing** - Discussion, consideration and possible recommendation to the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to amend the Planning and Zoning Ordinance Section 203.L - Use Districts – PAD (Planned Area Development).
Staff Resource: Planner Cory Mulcaire

• Staff Presentation

Town Planner Cory Mulcaire led the Staff Presentation. She stated that this update came as a directive from Council in order to give the Town more regulated authority in developments. These updates have been through the review of legal and all the entities affected. Very minor corrections or changes were made when reviewed. Staff has worked to draft for the Commission and Council an update to the Planning and Zoning Ordinance Section 203. L- Use Districts-PAD (Planned Area Development), as it was brought up last year that an update to this Ordinance would be beneficial to the Town. Mr. Knight shared with the Commission the definition of a PAD, (Planned Area Development) and also gave information on this amendment. The update to this ordinance will give developers less of a guideline for their developments, and more so standards that need to be reached.

Staff reviewed with the Commission the specifics on the changes they are proposing, answering questions that came up.

Commissioner Osses told staff she was very happy with the Ordinance changes.

- **Open Public Hearing** Chairman Faiella opened the Public Hearing at 6:42 PM.

No Blue Cards.

- **Close Public Hearing** Chairman Faiella closed the Public Hearing at 6:42 PM.

- **Commission Discussion**

Commissioner Tippet asked Commissioner Foreman if he had an opinion on the minimum lot size of a PAD, as right now staff removed a minimum lot size. Commissioner Foreman stated that he did not feel there should be a minimum lot size for a PAD.

On a **motion** by Commissioner Foreman, seconded by Commissioner Lomeland, the Commission **moved** to recommend approval to the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona to amend the Planning and Zoning Ordinance Section 203.L – Use Districts – PAD (Planned Area Development) including the red lines on page 11.

Roll Call Vote:

Commissioner Hauser: Aye

Commissioner Osses: Aye

Commissioner Tippet: Aye

Chairman Faiella: Aye

Vice Chairman Scantlebury: Absent

Commissioner Lomeland: Aye

Commissioner Foreman: Aye

Motion Carried 6-0.



Agenda Item Submission Form – Section I

Meeting Date: August 7, 2024

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

Requesting Department: Utilities/Water

Staff Resource/Contact Person: Jeff Low

Agenda Title (be exact): Consideration and possible approval to purchase an HX30A Vacuum Excavator and trailer and giving authority to the Town Finance Director to sign any and all necessary documents to secure a 5-year lease with US Bank in the amount of \$79,579.82 as per the attached quotes.

List Attached Documents: 1) Invoice for Vacuum Excavator and Trailer, 2) US Bank Lease quote

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviews and comments Completed by:

☒ Town Manager: Miranda Fisher ☐ Department Head: _____

☐ Town Attorney Comments: _____

☐ Risk Management: _____

☒ **Finance Department**
Fiscal Impact:
Budget Code: 33-495-20-800000 **Amount Remaining:** \$80,000

Comments: This debt financed purchase is listed in the approved Capital Improvements Plan and budgeted within the Water fund. The equipment is being purchased off State contract. Council's approval is needed for level 5 Requisition approval per the FOG.

Background Information: The Vac Trailer is needed to provide a safer work environment while locating and working around other utilities, especially power and natural gas. Currently, Water Division staff hand dig areas to find leaks. The Vac Trailer will reduce man hours and other equipment needs, reducing road closures and making for shorter water outages due to leaks. Staff is also planning to utilize the Vac Trailer to find potential utility conflicts for the Water Main Replacement Project design (Verde Village, Park Verde Estates and Fort Verde Caves areas).

Recommended Action (Motion): Approve the purchase of an HX30A Vacuum Excavator and trailer and giving authority to the Town Finance Director to sign any and all necessary documents to secure a 5-year lease with US Bank in the amount of \$79,579.82 as per the attached quotes.

Instructions to the Clerk: N/A



The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617
Email : global@ditchwitch.com

Sold-to Party Address

TOWN OF CAMP VERDE
MEMBER # 39331
473 SOUTH MAIN STREET
CAMP VERDE AZ 86322-7246

Quotation

Information

Quotation No. 20207277
Document Date 05/22/2024
Customer No. 510284
Dealership DITCH WITCH WEST (PHOENIX)
PHOENIX
PO _____
Created by Todd Miller

Global Account Price Quote Quote Valid until : 06/22/2024

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 1 of 2

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	***** SOURCEWELL CONTRACT 110421-CMW ***** HX30A - HX30A With the following configuration: Debris Tank 500 Gallon Water Tank 200 Gallons Filter Cyclonic Separator Controls Right Hand Traffic Reverse Flow No Hose and Tooling 3 Inch HX Boom Jib Water Heater No Options Prospector Digging Lance Options Trailer Tongue Tool Box Prospector Digging Lance Yes Trailer Tongue Tool Box Yes Hydraulic Oil Standard Color Standard Trailer Jack Manual			59,143.35

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



CORPORATE ACCOUNTS

The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617

Sold-to Party Address

TOWN OF CAMP VERDE
MEMBER # 39331
473 SOUTH MAIN STREET
CAMP VERDE AZ 86322-7246

Quotation

Information

Quotation No. 20207277
Document Date 05/22/2024
Customer No. 510284
Dealership DITCH WITCH WEST (PHOENIX)
PHOENIX
PO _____
Created by Todd Miller

Global Account Price Quote
Quote Valid until : 06/22/2024

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 2 of 2

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	HX30A-PREP - HX30A Vacuum Excavator Prep Ass embly			
1EA	025-1040 - VT12 500 GAL STANDARD TRAILER			12,112.32
	Corporate Account Price			71,255.67
	Total Freight			1,493.00
	Total Tax			6,591.15
	Installation Charge			240.00
	Total Amount			\$ 79,579.82

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.

Government Leasing and Finance, Inc.

July 18, 2024

Town of Camp Verde:

U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared the following proposal ("Proposal"), for your consideration **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

Lessor: U.S. Bancorp Government Leasing and Finance, Inc.

Lessee: *Town of Camp Verde*

Equipment: Vacuum Excavator

Expiration: *90 days from proposal date*

Proposed Structure and Payment Options:

Cost	Interest Rate	Payment	Term	Pmts / Yr	Adv / Arr
\$79,579.82	5.14%	\$9,126.04	5 years	2	Arrears

Escrow: If an escrow is required, a one-time fee of \$375.00 will be included to establish an escrow account with U.S. Bank, N. A.

Structure: The Lease will be structured as a tax-exempt municipal lease, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance.

Pre-payment: Permitted after 13 months at 103% of remaining principal.

Documentation: Provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal. *Note – A validity opinion (approved by USBGLF) from Lessee Counsel is required for funding.*

The terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel.

Sincerely,

Francine Neville

Francine Neville
Internal Sales Representative
P: 720-391-7243
Email: francine.neville@usbank.com

ACCEPTED BY:

Name / Title

dated

Payment Table

Assumes lease commencement date of 8/1/2024

	Debt			Termination
Date	Service	Principal	Interest	Balance
8/1/2024	-	-	-	
2/1/2025	9,126.04	7,080.11	2,045.93	n/a
8/1/2025	9,126.04	7,262.14	1,863.91	n/a
2/1/2026	9,126.04	7,448.84	1,677.20	59,522.39
8/1/2026	9,126.04	7,640.34	1,485.70	51,652.84
2/1/2027	9,126.04	7,836.77	1,289.27	43,580.96
8/1/2027	9,126.04	8,038.25	1,087.80	35,301.57
2/1/2028	9,126.04	8,244.90	881.14	26,809.32
8/1/2028	9,126.04	8,456.87	669.17	18,098.74
2/1/2029	9,126.04	8,674.29	451.75	9,164.22
8/1/2029	9,126.04	8,897.30	228.74	-
Total	91,260.43	79,579.82	11,680.61	

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Agenda Item Submission Form – Section I

Meeting Date: 8/07/2024

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

Requesting Department: Public Works

Staff Resource/Contact Person: Martin Smith, CIP Project Manager

Agenda Title (be exact): Discussion, Consideration, and Possible approval of Change Order 4 requested by Ligon Excavation for the Camp Verde Sports Complex Watermain Installation Project in the amount of \$27,567.64.

List Attached Documents: Change Order 4

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 10 minutes

Reviews and comments Completed by:

☒ Town Manager: Miranda Fisher
☒ Department Head: Ken Krebbs

☐ Town Attorney Comments: _____

☐ Risk Management: _____

☐ **Finance Department**
Fiscal Impact: _____
Budget Code: 04-800-20-804022 **Amount Remaining:** \$122,097.23
Comments: _____

Background Information: While excavating for the proposed watermain at the sports complex the contractor has encountered several conflicts with existing utilities. While some of these conflicts were able to be resolved quickly, others have caused the contractor to incur extra expense in relocating the watermain to provide required clearances with the existing utilities. On the second day of construction the contractor encountered a 6" PVC reclaimed water lateral that was not shown on the approved plans. This lateral was at the same elevation as the proposed watermain, causing the contractor to have to excavate deeper to get underneath the existing reclaimed water lateral while providing the required utility separation.

While excavating the trench for the proposed watermain to cross Champion Trail the contractor discovered several conflicts with the existing 8" PVC reclaimed watermain, 6" PVC forcemain, and 8" PVC sewer. While the forcemain was shown in plan view on the plans, it was not shown on the profile and had a direct impact on the design of the proposed watermain. Due to these conflicts the contractor needed to deviate from the design of the proposed watermain to get around the conflicts while providing the required separation from the existing utilities.

Staff will exhaust the remaining Owner's Allowance to offset the effect of this change order; however, there is not enough funding in the allowance to completely cover these costs. Staff is requesting an additional \$17,487.26 to cover the cost of these changes.

Recommended Action (Motion): *Move to approve Change Order 4 requested by Ligon Excavation for the Camp Verde Sports Complex Watermain Installation Project in the amount of \$27,567.64.*

Instructions to the Clerk: *None.*



Town of Camp Verde
Public Works Division
395 South Main Street
Camp Verde, AZ 86322
Tel: (928) 554-0820
www.campverde.az.gov

CHANGE ORDER

PROJECT: TOCV Sports Complex Water Main Installation Project

TOCV Project No. 23-182

Contract Date: 11/16/2023

Change Order No: 4

TO: Ligon Excavation, Inc.
636 S. McCracken Lane
Camp Verde, AZ 86322

Modify the Contract per the following Change Proposal Requests, which are attached to this Change Order.

Original CONTRACT PRICE	\$ 174,905.78
Original Owner's Allowance	\$ 15,900.53
Current Owner's Allowance adjusted by pervious Change Order	\$ 10,080.38
Reduction to Owner's Allowance per this Change Order	\$ 10,080.38
Remaining Owner's Allowance	\$ 0.00
Current Contract Price adjusted by previous Change Order	\$ 184,483.58
The Contract Price due to this Change Order will be (<u>Increased</u>) (Decreased) by:	\$ 17,487.26
The new Contract Price, including this Change Order will be:	\$ 201,970.84

The Contract Time to Substantial Completion will be (increased) (decreased) by 6 calendar days.

The Contract Time to Final Completion will be (increased) (decreased) by 6 calendar days.

The date for Substantial Completion of all Work will be Tuesday, September 4, 2024

The date for Final Completion of all Work will be Thursday, September 19, 2024

Accepted for Contractor by: Terry Ligon Date: 7/30/2024

Approved for Owner by: _____ Date: _____



Reason for Change Order

While excavating for the proposed water line the contractor encountered a 6" reclaimed water lateral that was not indicated on the plans at approximate Sta: 33+22.50. This reclaimed line presented a conflict as it was at the same elevation as the proposed watermain. The contractor spent extra time to further excavate and lower the proposed watermain to provide adequate clearance between the utilities.

While excavating for the proposed watermain across Champion Trail it was discovered that the existing 6" pvc forcemain was approximately 18" below the existing reclaimed line. Although the forcemain was shown in plan view on the plans, it was not located on the profile. It was also found that the gravity sewer was not as deep as originally believed. These conflicts created a situation where the contractor has to deviate from the design to get around these obstructions while providing required clearances with the conflicting utilities. The Town will provide the parts necessary while the contractor provides the equipment and labor.

Utility Conflict at Sta: 33+22.50

No.	Description	Unit	Quantity	Cost	Total
1	Labor costs (4 man crew @ 34 hours)	HR	16	\$ 450.00	\$ 7,200.00
				TOTAL	\$ 7,200.00

Utility Conflict at Champion Trail

No.	Description	Unit	Quantity	Cost	Total
1	Labor costs (4 man crew @ 34 hours)	HR	136	\$ 45.00	\$ 6,120.00
2	Equipment costs	HR	72	\$ 135.00	\$ 9,720.00
3	Materials – Slurry	CY	17	\$ 120.00	\$ 2,040.00
4	Materials – Asphalt	SY	12	\$ 90.97	\$ 1,091.64
5	Materials - Trench Shoring	DAY	4	\$ 134.00	\$ 536.00
6	Materials - Encasement steel and rebar	LF	20	\$ 43.00	\$ 860.00
				TOTAL	\$ 20,367.64

TOTAL: \$27,567.64

Minus Owner's Allowance: \$10,080.38

Contract Amount Change: \$17,487.26

CONTRACT CHANGE ORDER					ORDER NO.	CO 3
					DATE:	7/29/2024
CONTRACT FOR: CV Sports Complex Water Line						
OWNER: Town Of Camp Verde, Attn Martin Smith						
CONTRACTOR: Ligon Excavation, Inc.						
You are hereby requested to comply with the following changes from the contract plans and specifications. The following Bid Items will be revised on the Contractor's Bid Schedule						
Bid Item	Description of Changes (Supplemental Drawings & Specifications Attached)	Qty	Unit	Unit Price	Decrease in Contract Price	Increase in Contract Price
	Four man crew, 2 operated backhoes	16	HRS	450	\$ -	\$ -
					\$ -	\$ 7,200
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
	TOTALS					\$ 7,200.00
	NET CHANGE IN CONTRACT PRICE					
Change Order initiated by:						
JUSTIFICATION:						
Realignment necessary for separation, and clean up due to rain						
The amount of the Contract will be increased/decreased by the sum of:						\$ -
						DOLLARS
The Contract total including this and previous change orders will be:						\$ -
						DOLLARS
The Contract period provided for completion will be (increased)(decreased)(unchanged) by:						+ 2 days
New Completion date:						
This document will become a supplement to the Contract and all provisions will apply thereto.						
Requested (OWNER) _____					Date: _____	
Recommended (ENGINEER) _____					Date: _____	
Accepted (CONTRACTOR) _____					Date: _____	
Approved _____					Date: _____	
Approved _____					Date: _____	

CONTRACT CHANGE ORDER					ORDER NO. CO 2	
CONTRACT FOR: CV Sports Complex Water Line					DATE: 7/29/2024	
OWNER: Town Of Camp Verde, Attn Martin Smith						
CONTRACTOR: Ligon Excavation, Inc.						
You are hereby requested to comply with the following changes from the contract plans and specifications. The following Bid Items will be revised on the Contractor's Bid Schedule						
Bid Item	Description of Changes (Supplemental Drawings & Specifications Attached)	Qty	Unit	Unit Price	Decrease in Contract Price	Increase in Contract Price
	Field Crew, four man crew @ 34 hrs	136	HR	\$45	\$ -	\$ 6,120.00 -
	Operated Backhoe	72	HR	\$135	\$ -	\$ 9,720.00 -
	Additional Slurry	17	CY	\$120	\$ -	\$ 2,040.00 -
	Additional Paving Patch	12	SY	\$ 90.97	\$ -	\$ 1,091.64 -
	Additional Shore Rental	4	days	\$134	\$ -	\$ 536.00 -
	Encasement Materials	20	LF	\$43	\$ -	\$ 860.00 -
					\$ -	\$ -
					\$ -	\$ -
					\$ -	\$ -
TOTALS						\$20,367.64 -
NET CHANGE IN CONTRACT PRICE						
Change Order initiated by:						
JUSTIFICATION:						
Encasement was not called for on sheet 9 to accomodate existing force main. Depth of force main causes new water line to be 4.5' deeper than plans indicate.						
The amount of the Contract will be increased/decreased by the sum of:					\$ -	
						DOLLARS
The Contract total including this and previous change orders will be:					\$ -	
						DOLLARS
The Contract period provided for completion will be (increased)(decreased)(unchanged) by:					+4 working days	
New Completion date:						
This document will become a supplement to the Contract and all provisions will apply thereto.						
Requested (OWNER) _____				Date: _____		
Recommended (ENGINEER) _____				Date: _____		
Accepted (CONTRACTOR) _____				Date: _____		
Approved _____				Date: _____		
Approved _____				Date: _____		



Town of Camp Verde

Agenda Item Submission Form – Section I

Meeting Date:

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

Requesting Department: Town Manager's Office

Staff Resource/Contact Person: Miranda Fisher, Town Manager

Agenda Title (be exact): Discussion, consideration and possible approval of Resolution 2024-1147, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona approving the Yavapai-Apache Nation Water Rights Settlement Agreement among the United States of America, the State of Arizona, the Yavapai-Apache Nation, the Salt River Project Agriculture improvement and Power District, the Salt River Valley Water Users' Association, the Central Arizona Water Conservation District, the Town of Camp Verde, The Town of Clarkdale, and the City of Cottonwood and authorizing the Mayor to execute the Settlement Agreement and all documents necessary to carry out the Settlement Agreement.

List Attached Documents:

- Resolution 2024-1147
 - Water Settlement Agreement
 - Well Protection Protocol
 - Yavapai-Apache Nation Agreement
- (<https://www.campverde.az.gov/home/showpublisheddocument/13568/638563138127030000>)

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 10 minutes

Reviews and comments Completed by:

☐ Town Manager: _____
 ☐ Department Head: _____

☒ **Town Attorney Comments:** No comments. Agreement has been reviewed by Attorney Wene and Attorney Stuhan

☐ Risk Management: _____

☐ **Finance Department**
Fiscal Impact:
Budget Code: _____ **Amount Remaining:** _____
Comments:

Background Information:

At the August 7, 2024 meeting, the Camp Verde Town Council will consider approval of a historic Water Rights Settlement Agreement with the Yavapai-Apache Nation. The agreement is a result of years-long negotiations spanning various Town Council Members, Mayors, Tribal Chairs and Tribal Council Members, and has been recommended for approval by the Town's water rights attorney.

The Agreement between the Town and the Yavapai-Apache Nation ("the Town's Agreement") is an attachment to the larger Settlement Agreement that is being introduced at the request of the Nation as legislation in the United States Congress.

The Town's Agreement will settle water rights claims between the Town of Camp Verde and the Yavapai-Apache Nation. In addition to establishing recognized water budgets that allow for responsible growth and water usage, the Town's Agreement outlines processes that will ensure cooperation in the development of long-term water resources between the parties. Notably, the Town's Agreement is specific to claims between the Town and the Nation, and does not settle claims by individual property owners in Camp Verde that may have their own water rights claims pending in the Gila River Adjudication.

The ultimate enactment of the Town's Agreement will be subject to Congressional approval of the Nation's larger Settlement Agreement. When approved by Congress and other parties, the larger Settlement Agreement will permanently resolve the Nation's water rights claims in the Verde River Watershed.

Recommended Action (Motion): I move to approve Resolution 2024-1147, a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona approving the Yavapai-Apache Nation Water Rights Settlement Agreement among the United States of America, the State of Arizona, the Yavapai-Apache Nation, the Salt River Project Agriculture improvement and Power District, the Salt River Valley Water Users' Association, the Central Arizona Water Conservation District, the Town of Camp Verde, The Town of Clarkdale, and the City of Cottonwood and authorizing the Mayor to execute the Settlement Agreement and all documents necessary to carry out the Settlement Agreement.



RESOLUTION NO. 2024-1147

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAMP VERDE, YAVAPAI COUNTY, ARIZONA APPROVING THE YAVAPAI-APACHE NATION WATER RIGHTS SETTLEMENT AGREEMENT AMONG THE UNITED STATES OF AMERICA, THE STATE OF ARIZONA, THE YAVAPAI-APACHE NATION, THE SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, THE SALT RIVER VALLEY WATER USERS' ASSOCIATION, THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT, THE TOWN OF CAMP VERDE, THE TOWN OF CLARKDALE, AND THE CITY OF COTTONWOOD AND AUTHORIZING THE MAYOR TO EXECUTE THE SETTLEMENT AGREEMENT AND ALL DOCUMENTS NECESSARY TO CARRY OUT THE SETTLEMENT AGREEMENT.

WHEREAS, proceedings to determine the nature and extent of the rights to water in the Verde Valley are pending in the Gila River Adjudication proceedings; and

WHEREAS, recognizing that the final resolution of the Gila River Adjudication may take many years, entail great expense, prolong uncertainty concerning the availability of water supplies, and seriously impair the long-term economic well-being of all parties, the Yavapai-Apache Nation, the Town of Camp Verde, and other neighboring non-Indian communities have agreed to permanently settle the water rights of the Yavapai-Apache Nation through the Yavapai-Apache Nation Water Rights Settlement Agreement ("Settlement Agreement"); and

WHEREAS, the Yavapai-Apache Nation, the United States as trustee for the Yavapai-Apache Nation, and the Town of Camp Verde have agreed to permanently settle and resolve the water rights claims and disputes among them consistent with the terms of the Settlement Agreement; and

WHEREAS, the Mayor and Common Council of the Town of Camp Verde have determined that entering into the Settlement Agreement will further the interests and welfare of the Town's residents.

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Camp Verde, Arizona, as follows:

1. The recitals set forth above are adopted by the Town Council; and
2. The Town Council of the Town of Camp Verde hereby approves the Yavapai-Apache Nation Water Rights Settlement Agreement in substantially the same form as attached in Exhibit A; and
3. The Town Council of the Town of Camp Verde hereby authorizes the Mayor to

execute the Yavapai-Apache Nation Water Rights Settlement Agreement and all documents necessary to carry out the Settlement Agreement on behalf of the Town of Camp Verde and hereby authorizes the Town Manager and Town Attorney to take all actions necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Camp Verde this 7th day of August, 2024.

Dee Jenkins, Mayor

Attest:

Town Clerk

Approved as to form:

Trish Stuhan-Town Attorney

EXHIBIT A

YAVAPAI-APACHE NATION WATER RIGHTS SETTLEMENT AGREEMENT

[See following pages.]

**AGREEMENT
AMONG THE YAVAPAI-APACHE NATION, THE UNITED STATES,
AND
THE TOWN OF CAMP VERDE**

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This Agreement dated as of this ____ day of _____, 2024, is entered into by and among the Yavapai-Apache Nation, the Town of Camp Verde, and the United States of

America in the capacity as set forth in this Agreement.

1.0 RECITALS

1.1 Proceedings to determine the nature and extent of rights to water of the Yavapai-Apache Nation, on behalf of the Nation and the Members of the Nation, the United States acting as trustee for the Nation and the Members of the Nation, the Town, and other claimants are pending in the Gila River Adjudication Proceedings.

1.2 Recognizing that final resolution of the Gila River Adjudication Proceedings may take many years, entail great expense, prolong uncertainty concerning the availability of water supplies, and seriously impair the long-term economic well-being of all Parties, the Yavapai-Apache Nation, the United States, the Nation's neighboring non-Indian communities, and other Arizona Water users have agreed to permanently settle the Water Rights of the Yavapai-Apache Nation on behalf of the Nation and the Members of the Nation (but not Members in the capacity of the Members as Allottees), and the United States acting as trustee for the Yavapai-Apache Nation and the Members of the Yavapai-Apache Nation (but not Members in the capacity of the Members as Allottees).

1.3 In keeping with its trust responsibility to Indian Tribes and to promote tribal sovereignty and economic self-sufficiency, it is the policy of the United States to, wherever possible, permanently resolve Water Rights claims of Indian Tribes without lengthy and costly litigation.

1.4 The Town asserts rights to the Use of Water in Yavapai County, Arizona.

1.5 The Town Diverts Water for M&I Uses from a system of wells, pumps, pipelines, and other water infrastructure located within the Verde River Watershed using the Town's

Water Facilities.

1.6 The Act provides for the settlement of the Water Rights claims of the Nation, and for agreement among the Nation, the United States, the State of Arizona, the Salt River Project, the Town of Camp Verde, the Town of Clarkdale, and the City of Cottonwood, and certain other named Parties.

1.7 Accordingly, the Parties have agreed to permanently settle the Water Rights and damage claims of the Nation as provided for in the Settlement Agreement, and to resolve permanently any disputes between (a) the Yavapai-Apache Nation and the Members of the Yavapai-Apache Nation (but not Members in the capacity of the Members as Allottees) and the United States acting as trustee for the Nation and the Members of the Yavapai-Apache Nation (but not Members in the capacity of the Members as Allottees), and (b) the Town, regarding the Use of Water by the Town as provided in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

2.0 DEFINITIONS

Capitalized terms in this Agreement that are not expressly defined shall have the same meaning as in the Settlement Agreement. For purposes of this Agreement, the following terms shall have the following meanings when capitalized in this Agreement:

2.1 “Act” means the Yavapai - Apache Nation Water Rights Settlement Act of 20___, the form of which is attached as Exhibit 2.2 to the Settlement Agreement.

2.2 “ADWR” means the Arizona Department of Water Resources or its successor agency.

2.3 “AFY” means acre-feet per Year.

2.4 “Agreement” means this agreement and all Attachments hereto, which are

incorporated here by reference.

2.5 “Allottee” means an individual Indian holding an undivided fractional beneficial interest in the Dinah Hood Allotment, or an Indian Tribe holding an undivided fractional beneficial interest in the Dinah Hood Allotment.

2.6 “Attachment” means an attachment to this Agreement.

2.7 “Camp Verde”, “Town of Camp Verde”, or “Town’ means the Town of Camp Verde, Arizona, a municipal corporation.

2.8 “CAP” or “Central Arizona Project” means the reclamation project authorized and constructed by the United States in accordance with Title III of the Colorado River Basin Project Act (43 U.S.C. §1521 *et seq.*).

2.9 “CAP Repayment Stipulation” has the same meaning as set forth in the Settlement Agreement.

2.10 “CAP Water” has the meaning given the term ‘Project Water’ in the CAP Repayment Stipulation.

2.11 “C.C. Cragin Dam and Reservoir” means: (a) the C.C. Cragin Dam and Reservoir located on East Clear Creek in Coconino County, Arizona, owned by the United States and operated by the Salt River Project Agricultural Improvement and Power District; (b) associated facilities located in Gila and Coconino Counties, Arizona, including pipelines, tunnels, buildings, hydroelectric generating facilities and other structures of every kind; transmission, telephone and fiber optic lines; pumps, machinery, tools and appliances; and (c) all real or personal property, appurtenant to or used, or constructed or otherwise acquired to be used, in connection with the C.C. Cragin Dam and Reservoir. The term “C.C. Cragin Dam and Reservoir” does not include the Cragin-Verde Pipeline Project.

2.12 “Clean Water Act” means the laws codified generally in the United States Code in Title 33, Chapter 26.

2.13 “Community Water System Report” means the annual report required to be filed with the Arizona Department of Water Resources by a Public Water System pursuant to A.R.S. Title 45, Chapter 1, Article 14, and all amendments thereto.

2.14 “Cragin-Verde Pipeline Project” or “CVPP” means the water infrastructure project described in section ___ of the Act.

2.15 “Cragin Water” means, for purposes of this Agreement, the amount of Water made available under section ___ of the Act to the Verde Valley Communities from Water stored in C.C. Cragin Dam and Reservoir and delivered to the Verde Valley Communities through the Cragin-Verde Pipeline Project and other future constructed infrastructure, as authorized by the Act and under the terms of a separate agreement with SRP, the Nation, and other affected Parties.

2.16 “Discharge”, “Discharged”, or “Discharging” means to discharge, as authorized by law, highly treated Effluent or another Water source that is not Surface Water to the Verde River or the Verde River Subflow by means of pipe, rapid infiltration, recharge facility, conveyance structure, or any other legal means.

2.17 “Discharge Plan” means a plan developed by the Town pursuant to Subparagraph 5.1.5 or 5.1.6, and any amendments to such plan.

2.18 “Diversion” means the act to Divert.

2.19 “Divert” or “Diverting” means to receive, withdraw or develop and produce or capture Water using: (a) ditch, canal, flume, bypass, pipeline, pit, collection or infiltration gallery, conduit, well, pump, turnout, dam, or any other mechanical device; or (B) any

other human act.

2.20 “Effective Date” means the date the Settlement Agreement, including all exhibits (including this Agreement), is signed by all Parties, other than the United States.

2.21 “Effluent” means water that: (a) has been used in the State for domestic, municipal, or industrial purposes, other than solely for hydropower generation; and (b) is available for reuse for any purpose in accordance with applicable law this Agreement, regardless of whether the water has been treated to improve the quality of the water.

2.22 “Enforceability Date” has the same meaning as set forth in the Settlement Agreement.

2.23 “Exchange” means a trade between one (1) or more persons or entities, of any Water for any other Water, if each person or entity has a right or claim to use the Water the person or entity provides in the trade, regardless of whether the Water is traded in equal quantities or other consideration is included in the trade.

2.24 “Gila River Adjudication Court” means the Superior Court of the State, in and for the County of Maricopa, exercising jurisdiction over the Gila River Adjudication Proceedings and any other judicial body to which jurisdiction or authority over the Gila River Adjudication or the administration of water rights decreed in the Gila River Adjudication has been delegated.

2.25 “Gila River Adjudication Proceedings” means that action pending in the Superior Court of the State, in and for the County of Maricopa, *In re the General Adjudication of All Rights to Use Water In the Gila River System and Source, W-1 (Salt), W-2 (Verde), W-3 (Upper Gila), W-4 (San Pedro) (Consolidated)*.

2.26 “Groundwater” means all water beneath the surface of the Earth within the State

that is not: (a) Surface Water; (b) Effluent; or (c) Colorado River Water.

2.27 “Groundwater Importation Area” means the area depicted on the map in Attachment C where the Town may construct a well to Divert Water from Groundwater sources for importation to the Town under Subparagraph 10.4 that will not count against the Town’s Maximum Average Annual Diversion Amount under Subparagraph 4.1. The GIS shape file for the Groundwater Importation Area is on file with ADWR.

2.28 “Historic Water Right” or “Historic Water Rights” means any valid Surface Water Right, such as an historic Irrigation right, that (a) was perfected prior to June 12, 1919; (b) has not been abandoned, forfeited, or lost under State law; and (c) was Diverted for Use for at least one (1) Year during the five (5) Year period immediately preceding the Effective Date or was enrolled in an approved water conservation plan by the Director of the ADWR prior to the Effective Date pursuant to A.R.S. 45-189.01, now or as amended. The Town’s existing Historic Water Rights are tabulated in Attachment H.

2.29 “Highway 260 Joint Sewer Service Area” is the area depicted on the map in Attachment E where the Town and the Nation intend to jointly fund and develop sewer infrastructure under the Interconnection and Exchange Agreement entered into under this Agreement. The GIS shape file for the Highway 260 Joint Sewer Service Area is on file with ADWR. Attachment E to this Agreement shall be updated by the Town and the Nation from time to time by mutual agreement to correct any errors or reflect any changes or additions to the Highway 260 Joint Sewer Service Area.

2.30 “Imported Water” means Water that is Diverted by or for the Town from a well located within the Groundwater Importation Area as set forth in Subparagraph 10.4 and depicted in Attachment C to this Agreement.

2.31 “Impoundment” means any human-made permanent body of Water on the surface of the Earth, including Stockponds, lakes, Effluent ponds, open-air water storage tanks, irrigation ponds, and gravel pits. For purposes of this Agreement, the term Impoundment does not include recharge basins or swimming pools.

2.32 “Interconnection and Exchange Agreement” means the intergovernmental agreement under Arizona Revised Statutes, Title 11, Chapter 7, Article 3 between the Town of Camp Verde and the Yavapai-Apache Nation that sets forth additional terms and conditions under which the Town and the Nation will interconnect their potable water and sewer systems and Exchange certain Surface Water and other Water sources as provided for in Subparagraph 12.0.

2.33 “Irrigation” or “Irrigate” or “Irrigated” means the application of Water to two or more acres of land for the maintenance of turf or to produce plants or parts of plants for sale or human consumption, or for use as feed for livestock, range livestock or poultry.

2.34 “Joint Recharge Project” means a project that is jointly owned, managed, or operated by the Town and the Nation, or among the Town and the Nation and any other entity, for the recharge and recovery Water as permitted by this Agreement, the Act, the Settlement Agreement, and applicable law.

2.35 “Large-Capacity Production Well” means a production well with a casing diameter of greater than 6 inches and a pumping capacity exceeding 100 gallons per minute.

2.36 “Long-Term Storage Credit” or “LTSC” means a credit or credits from the underground storage of Water for more than a Year in a facility permitted under State law.

2.37 “M&I Use” or “M&I Uses” means the Use of Water by the Town for domestic, municipal, industrial, and commercial purposes.

2.38 "Maximum Average Annual Diversion Amount" means an amount of Water in acre-feet per year as described in Subparagraph 4.1 of this Agreement based on a 5-Year rolling average calculated in accordance with Subparagraph 13.1.

2.39 "Member" means any person duly enrolled as a member of the Yavapai-Apache Nation.

2.40 "Monitoring Well" means a well means that is used to measure or monitor the level, quality, quantity, or movement of Underground Water.

2.41 "Paragraph" means a numbered paragraph of this Agreement including all Subparagraphs in such Paragraph.

2.42 "Party" means a person or entity represented by a signatory to this Agreement and "Parties" means more than one of such persons or entities. Notwithstanding the foregoing, if the term is used specifically with reference to the Settlement Agreement, "Party" means a person or entity represented by a signatory to the Settlement Agreement, and "Parties" means more than one of such persons or entities. The participation of the United States as a Party to this Agreement is in the capacity described in Subparagraph 2.57.

2.43 "Public Water System" means a water system that: (a) provides water for human consumption through pipes or other constructed conveyances; and (b) has at least fifteen service connections or regularly serves an average of at least twenty-five persons daily for at least sixty days a Year.

2.44 "Replacement Well" means a well that: (a) is constructed to replace a well in existence on the Effective Date; (b) is located no more than 660 feet from the well being replaced; and (c) has a pumping capacity and case diameter that does not exceed the pumping capacity and case diameter of the well being replaced.

2.45 “Safe Drinking Water Act” means the Safe Drinking Water Act, P.L. 93-523, 88 Stat. 1660 (1974), and all amendments thereto.

2.46 “Secretary” means the Secretary of the United States Department of the Interior or the Secretary’s designee.

2.47 “Settlement Agreement” means (a) the Yavapai-Apache Water Rights Settlement Agreement, dated _____, 2024; and (b) any amendment or exhibit (including exhibit amendments) to that Settlement Agreement that are (i) made in accordance with the Act, or (ii) otherwise approved by the Secretary and the Parties.

2.48 “SRP” or “Salt River Project” means the Salt River Project Agricultural Improvement and Power District, a political subdivision of the State, and the Salt River Valley Water Users' Association, an Arizona Territorial Corporation.

2.49 “State” means the State of Arizona.

2.50 “Subparagraph” means a numbered subparagraph of this Agreement.

2.51 “Surface Water” means all Water that is appropriable under State law.

2.52 “Tabulation of Town’s Existing Historic Water Rights” means any the Historic Water Rights of the Town existing prior to the Effective Date that are identified by the Town and agreed to by Parties prior to the Enforceability Date and added to Attachment H to this Agreement.

2.53 “Town Existing Sewer Service Area” means the area that is receiving sanitary sewer service from the Town on the Effective Date as show on the map in Attachment B. Attachment B shall be updated by the Town from time to time to correct any errors or reflect any changes or additions to the Town Existing Sewer Service Area.

2.54 “Town Limits” means the municipal boundaries of the Town and any additions to

the Town Limits which may be annexed under applicable law. The Town's existing Town's Limits are depicted on the map in Attachment A to this Agreement, which may be amended from time to time in accordance with Subparagraph 6.2.

2.55 "Town Water Service Area" or "Water Service Area" means the area served Water by the Town for a non-Irrigation Use as provided in A.R.S. § 45-402(31)(a) or under applicable law for Uses inside or outside the Town Limits (but not on the Yavapai-Apache Reservation, YAN Trust Land, or YAN After-Acquired Trust Land). The current Town Water Service Area is depicted on the map in Attachment F to this Agreement, which shall be amended from time to time in to reflect additions or changes to the Town Service Area in accordance with Subparagraph 6.3.

2.56 "Underground Water" means all Water beneath the surface of the Earth, within the State, regardless of its legal characterization as appropriable or non-appropriable under State, Federal, or other law. For purpose of this Agreement, "Underground Water" does not include Water that is accounted for as Long-Term Storage Credits under Paragraph 9.0 of this Agreement.

2.57 "United States" or "United States of America" means the United States acting as trustee for the YAN and the Members of the YAN (but not Members in the capacity of the Members as Allottees), except as otherwise expressly provided in this Agreement. When the term 'United States' or 'United States of America' is used in reference to a particular agreement or contract, the term means the United States acting in the capacity as set forth in such agreement or contract.

2.58 "Use" means any beneficial use recognized as beneficial under State law.

2.59 "Verde River Watershed" means all lands located within the surface water drainage

of the Verde River and its tributaries, depicted on the map attached as Exhibit 2.87 to the Settlement Agreement.

2.60 “Verde River Subflow Zone” or “Subflow Zone” means the area delineated within the Verde River by the ADWR on a map or maps that is approved by the Gila River Adjudication Court.

2.61 “Verde Valley Communities” means the communities, including the Town, located in the Verde River Watershed that have the option to obtain Cragin Water for municipal and domestic purposes as provided for in Section ___ of the Act.

2.62 “Water” when used without a modifying adjective, means; (a) Groundwater; (b) Surface Water; (c) Colorado River Water; or (D) Effluent.

2.63 “Water Budget” means the Maximum Average Annual Diversion Amount permitted to be Diverted and Used by the Town in the Town Water Service Area as described in Subparagraphs 4.1 and calculated in accordance with Subparagraph 13.1.

2.64 “Water Facilities” means all infrastructure and facilities used by the Town to Divert, treat, Use, store, recover, Discharge, or otherwise to develop or provide Water to its customers, and all future infrastructure and facilities used by the Town for this purpose.

2.65 “Water Right” means any right in or to Groundwater, Surface Water, Colorado River Water, or Effluent under Federal, State, or other law.

2.66 “Well Protection Protocol” means the protocol developed by the Nation and the Town under Subparagraph 12.2.6 to protect their respective investments in the development of existing and future wells needed to provide a reliable Water supply to their citizens. The Well Protection Protocol is attached to this Agreement as Attachment G. The geographic area where the Nation and Town shall comply with the obligations set

forth in the Well Protection Protocol when drilling Large-Capacity Production Wells is depicted in Attachment C. The GIS shape file for the Well Protection Protocol Area is on file with ADWR.

2.67 “YAN After-Acquired Trust Land” means land that is taken into trust by the United States for the benefit of the YAN pursuant to applicable federal law after the Enforceability Date.

2.68 “YAN CAP Water” means CAP Water to which the YAN is entitled pursuant to Subparagraph 6.1 of the Settlement Agreement and section ____ of the Act, and as provided in the YAN Amended CAP Water Delivery Contract.

2.69 “YAN Districts” means: (a) the Camp Verde District; (b) the Middle Verde District; (c) the Montezuma District; (d) the Clarkdale District; and (e) the Rimrock District of the YAN Reservation, each of which districts is separately depicted in the Settlement Agreement as Exhibits 2.96A, 2.96B, 2.96C, 2.96D, and 2.96E, respectively, and any additions to a YAN District under applicable law. Exhibits 2.96A, 2.96B, 2.96C, 2.96D, and 2.96E shall be updated before the Enforceability Date to correct any errors or reflect any additions to the YAN Districts.

2.70 “YAN Existing Sewer Service Area” means the area, both on and off the Reservation, that is receiving sanitary sewer service from the Nation, or from the United States on behalf of the Nation, on the Effective date as shown on the map in Attachment D. Attachment D to this Agreement shall be updated by the Nation from time to time to correct any errors or reflect any changes or additions to the YAN Existing Sewer Service Area.

2.71 “YAN Fee Land” means land that, as of the Enforceability Date, is: (a) located

outside the exterior boundaries of the YAN Reservation; (b) owned in fee by the YAN and has not been taken into trust by the United States for the benefit of the YAN; and (c) as described and shown in Exhibit 2.98 of the Settlement Agreement, as updated before the Enforceability Date to correct any errors or reflect any additions or subtractions to YAN Fee Land.

2.72 “YAN Land” means, collectively, the YAN Reservation, YAN Trust Land, and YAN Fee Land.

2.73 “YAN Point of Compliance” means the location of the Verde River proximate to the instream flow measurement device located at Global Positioning System coordinates 34.6116972, -111.8984306 within the Middle Verde District of the Reservation. Currently, the flow measurement device is United States Geological Survey Gage No. 09504950 identified as the “Verde River Above Camp Verde” gage.

2.74 “YAN Trust Land” means land that, as of the Enforceability Date, is (a) located outside the boundaries of the YAN Reservation; (b) held in trust by the United States for the benefit of the YAN; and (c) depicted on the map attached as Exhibit 2.103, as updated before the Enforceability Date to correct any errors or reflect any additions or subtractions to YAN Trust Land.

2.75 “YAN Water Service Area” means the Yavapai-Apache Reservation, YAN Trust Lands, or YAN After-Acquired Trust Lands, where the Nation, or the United States acting as trustee for the Nation, is currently or will in the future provide potable water, directly or by Exchange, using the Water sources listed in Subparagraph 4.1 of the Settlement Agreement.

2.76 “Yavapai Apache Nation”, “YAN”, or the “Nation” means the Yavapai-Apache

Nation of the Camp Verde Indian Reservation, Arizona, a federally recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization Act of June 18, 1934, 48 Stat. 987 (25 U.S.C. § 5123).

2.77 “Yavapai-Apache Reservation” or “YAN Reservation” or “Reservation” has the same meaning as set forth in the Settlement Agreement.

2.78 "Year" means a calendar year. When not capitalized, the term "year" shall have the meaning in the Paragraph or Subparagraph in which the term is used.

3.0 ATTACHMENTS

The following is a list of Attachments to this Agreement, all of which are incorporated herein by reference. Modifications or amendments to the Attachments shall be made in accordance with this Agreement, and shall be consistent with the requirements of the Settlement Agreement and the Act.

Attachment	Description
A	Map of Town Limits
B	Map of the Town Existing Sewer Service Area
C	Map of the Groundwater Importation Area & Well Protection Protocol Area
D	Map of YAN Existing Sewer Service Area
E	Map of Highway 260 Joint Sewer Service Area
F	Town Water Service Area
G	Well Protection Protocol
H	Tabulation of Town’s Existing Historic Water Rights

4.0 TOWN’S WATER BUDGET

4.1 M&I Uses Within Town Water Service Area. Except as otherwise provided for in this Agreement, the Nation on behalf of the Nation and the Members of the Nation (but

not Members in the capacity of the Members as Allottees), and the United States acting as trustee for the Nation and the Members of the Nation (but not Members in the capacity of the Members as Allottees), shall not object to the Town's total Diversion of a Maximum Average Annual Diversion Amount of **7,752.00 AFY** from (a) Underground Water for M&I Uses within the Town Water Service Area, now or as may be extended by the Town; and (b) Historic Water Rights tabulated in Attachment H of this Agreement, if applicable. The Town's Maximum Diversion Amount shall be calculated using a 5-Year rolling calendar average in accordance with Subparagraph 13.1.

4.2 All Water Diverted under Subparagraph 4.1 shall be accounted for pursuant to Paragraph 13.0 of this Agreement.

4.3 The Diversion and Use of the Water sources described in Subparagraph 13.3 shall not be included for purposes of calculating the Maximum Average Annual Diversion Amount set forth in Subparagraph 4.1.

4.4 In no event may the Town Divert or Use Water in excess of the Maximum Average Annual Diversion Amount set forth in Subparagraph 4.1, except (a) as provided for in Subparagraph 4.3; or (b) pursuant to the mitigation requirements described in Subparagraph 5.0.

5.0 MITIGATION FOR EXCEEDANCE OF THE WATER BUDGET

5.1 In recognition of the importance of preserving their shared aquifer, and maintaining flows in the Verde River to the Yavapai-Apache Nation and the Verde Valley Communities, the Town shall provide mitigation for any exceedance of the Maximum Average Annual Diversion Amount set forth in Subparagraph 4.1, no later than December

31 of the Year following the Year when an exceedance has occurred, as follows:

5.1.1 Reduction in Use. The Town may reduce its Diversion and Use of Water for M&I Uses by the amount of the exceedance in the Town's Water Budget.

5.1.2 Recovery and Use of Long-Term Storage Credits. The Town may Divert and Use Long-Term Storage Credits as provided in Paragraph 9.0. The Town shall Divert and Use one (1) acre-foot of Long-Term Storage Credits for each one (1) acre-foot of exceedance in the Town's Water Budget.

5.1.3 Aquifer Recharge. Pursuant to all applicable requirements of State or Federal law, the Town may recharge Effluent, Imported Water, Cragin Water, CAP Water, or any other mutually agreed upon source of Water to support aquifer conditions or well production under a plan agreed to by the Town and the Nation, which may include recharge to a Joint Recharge Facility, that shall, at the minimum, reasonably ensure that (1) acre-foot of Water is recharged to the aquifer for each one (1) acre-foot of exceedance in the Town's Water Budget. Any recharge to the aquifer for mitigation purposes under this Subparagraph 5.1.3 shall not (a) result in the accrual of LTSC for the Town; or (b) be recovered by the Town. The Town's recharge to the aquifer under this Subparagraph 5.1.3 shall not adversely degrade the quality of Water in the aquifer such that future recovery and use of that Water would require additional treatment by the Nation to meet Safe Drinking Water Act standards.

5.1.4 Acquisition of Historic Water Rights. The Town may acquire Historic Water Rights appurtenant to Irrigated lands with points of Diversion located downstream of the YAN Point of Compliance that are not already included in the Tabulation of Town's Existing Historic Water Rights listed in Attachment H to this Agreement and may

temporarily fallow, within one (1) Year following the Town's exceedance, one (1) acre-foot of water associated with the acquired Historic Water Right for each one (1) acre-foot of exceedance in the Town's Water Budget.

5.1.5 Discharge to the Verde River.

5.1.5.1 To meet its mitigation obligation under Subparagraph 5.1.5, if legally permitted by the Clean Water Act and pursuant to all other requirements of State or Federal law, the Town may Discharge Effluent upstream of the YAN Point of Compliance to the surface waters of the Verde River pursuant to a Discharge Plan developed by the Town that will ensure one (1) acre-foot of Effluent is Discharged to the Verde River for each one (1) acre-foot of exceedance in the Town's Water Budget.

5.1.5.2 For any new point of Discharge of Effluent to the Verde River for mitigation purposes under Subparagraph 5.1.5.1, at least six (6) months in advance of Discharging Effluent to the Verde River from a new point of Discharge, the Town shall provide notice and a copy of the Discharge Plan to the Nation in accordance with Subparagraph 20.16. After the first Discharge Plan is prepared, at least 60 days in advance of Discharging Effluent to the Verde River from any new point of Discharge for mitigation purposes or for any amendment to the Discharge Plan, the Town shall provide notice and a copy of any planned amendment to the Discharge Plan in accordance with Subparagraph 20.16.

5.1.5.3 The discharge plan shall, at minimum, include: (a) the location of the point or points of Discharge to the Verde River; and (b) the estimated amount and rate of Discharge at each point of Discharge.

5.1.5.4 In addition to the notice required by Subparagraph 5.1.5.2, the

Town shall provide the Nation with notice and a copy of any application or subsequently amended application for a Pollution Discharge Elimination System permit, in accordance with Subparagraph 20.16, at least 30 days prior to its submission to the Arizona Department of Environmental Quality or the United States Environmental Protection Agency, as applicable, if such permit is required by the Clean Water Act to authorize a Discharge under Subparagraph 5.1.5.1. Thereafter, within 14 days, the Town agrees to meet and confer with the Nation upon request in a good faith effort to resolve any concerns that the Nation may have with the Application.

5.1.6 Discharge to the Subflow Zone.

5.1.6.1 To meet its mitigation obligation under this Subparagraph 5.1.6, if legally permitted by the Clean Water Act and pursuant to all other requirements of State or Federal law, the Town may Discharge Effluent upstream of the YAN Point of Compliance to the Verde River Subflow Zone pursuant to a discharge plan developed by the Town that will ensure one (1) acre-foot of Effluent reaches the Verde River Subflow Zone for each one (1) acre-foot exceedance in the Town's Water Budget.

5.1.6.2 For any new point of Discharge of Effluent to the Verde River Subflow Zone for mitigation purposes under Subparagraph 5.1.6.1, at least six (6) months in advance of Discharging Effluent to the Verde River Subflow Zone from a new point of Discharge, the Town shall provide notice and a copy of the Discharge Plan with the information described in Subparagraph 5.1.6.3, to the Nation in accordance with Subparagraph 20.16. After the first Discharge Plan is prepared, at least 60 days in advance of Discharging Effluent to the Subflow Zone from any new point of Discharge for mitigation purposes or for any amendment to the Discharge Plan, the Town shall provide

notice and a copy of any planned amendment to the Discharge Plan in accordance with Subparagraph 20.16.

5.1.6.3 The Discharge Plan shall include: (a) the location of the point or points of Discharge to the Verde River Subflow Zone; (b) the method of Discharge (e.g. infiltration basin, injection/dry well, etc.); (c) the estimated amount and rate of Discharge at each point of Discharge; and (d) the technical basis and calculation demonstrating how one (1) acre-foot of Effluent will reach the Verde River Subflow Zone for each one (1) acre-foot of exceedance in the Town's Water Budget.

5.1.6.4 Within 30 days of the notice provided by the Town pursuant to Subparagraph 5.1.6.2, the Nation may object to the technical basis and calculation demonstrating how one (1) acre-foot of Effluent will reach the Verde River Subflow Zone for each one (1) acre-foot of exceedance in the Town's Water Budget by providing notice to the Town. If notice is provided to the Town by the Nation under this Subparagraph 5.1.6.4, the Town and the Nation shall meet and confer to consider a means to resolve the objection by mutual agreement of the Town and the Nation. If the objection cannot be resolved, the Nation may seek enforcement of its rights under Subparagraph 5.1.6 in the Gila River Adjudication Court.

5.1.6.5 In addition to the notice required by Subparagraph 5.1.6.2, the Town shall provide the Nation with notice and a copy of any application or subsequently amended application for a Pollution Discharge Elimination System permit, in accordance with Subparagraph 20.16, at least 30 days prior to its submission to the Arizona Department of Environmental Quality or the United States Environmental Protection Agency, as applicable, if such permit is required by the Clean Water Act to authorize a

Discharge under Subparagraph 5.1.6. Thereafter, within 14 days, the Town agrees to meet and confer with the Nation upon request in a good faith effort to resolve any concerns that the Nation may have with the Application.

5.1.7 Mitigation by Mutual Agreement. The Town may undertake other legal mitigation strategies to meet its mitigation obligations under this Paragraph 5.0 upon the written approval and agreement of the Town and the Nation and, if necessary, the approval of any other Party to this Agreement, the Gila River Adjudication Court, or any necessary regulatory agency, government, or authority.

5.2 The Town may select from one or any combination of the mitigation strategies prescribed by Subparagraphs 5.1.1 through 5.1.7 and shall report the use of these mitigation strategies in the annual report described in Subparagraph 14.3.

5.3 The Town may seek to avoid an exceedance by carrying out mitigation pursuant to Subparagraph 5.1 prior to the occurrence of an exceedance. Such mitigation shall be subtracted from the Water Uses accounted against the City's Water Budget in the Year in which it occurs.

5.4 To the extent that the acquisition, Diversion, or Use of any source of Water to be Used for mitigation pursuant to this Paragraph 5.0 is subject to the approval of other persons or entities, or subject to compliance requirements by third parties, the burden of obtaining such approvals or meeting such compliance requirements is solely and exclusively the burden of the Town and not of any other Party.

6.0 FUTURE DEVELOPMENT

6.1 After the date of the enactment of the Act, the Town and the Nation shall:

6.1.1 Encourage the use of water efficient fixtures and the use of native or

drought tolerant plants for outdoor landscaping.

6.1.2 Encourage the Use of Effluent, Historic Water Rights, or a combination thereof, for turf or other landscaping areas not using native or drought tolerant plants, including for schools, parks, cemeteries, golf courses, or common areas;

6.1.3 To the extent permitted by law, neither the Town nor the Nation shall deliver Water (other than Effluent, greywater, or harvested rainwater) for Use in ornamental water features, including ponds and lakes, with a capacity of 0.10 acre-feet or more. For purposes of this Subparagraph 6.1.3, “ornamental water features” does not include swimming pools.

6.2 The Town Limits, as depicted in Attachment A, are expected to change over time. The Town shall include a map of the Town’s then-existing Town Limits in the annual report required by Subparagraph 14.3 and such map shall be automatically addended to Attachment A of this Agreement.

6.3 The Town Water Service Area, as depicted in Attachment F, is expected to change over time. The Town shall include a map of the Town’s then-existing Town Water Service Area in the annual report required by Subparagraph 14.3 and such map shall be automatically addended to Attachment F of this Agreement.

7.0 WELL DEVELOPMENT

7.1 The Nation and the United States acting as trustee for the Nation shall not object, challenge or dispute the construction of future wells by the Town that comply with the Well Protection Protocol attached as Attachment G and the terms of this Agreement.

7.2 The Town shall not construct a well that Diverts Water after the Effective Date that is located within the lateral extent of the Verde River Subflow Zone.

7.2 Notwithstanding Subparagraphs 7.1 and 7.2, neither the Nation or the United States acting as trustee for the Nation shall object to the construction of a Replacement Well by the Town which may or may not be located within the lateral extent of the Verde River Subflow Zone.

7.3 Notice For Well Drilling. In addition to complying with any notice or other requirements of the Well Protection Protocol described in 12.2.6, if the Town seeks to drill a new well after the Effective Date, including a Replacement Well, the Town shall provide the Nation with notice pursuant to 20.16 that includes a copy of any filing required by ADWR to drill the well. Copies of filings provided to the Nation pursuant to this Subparagraph 7.3 shall be provided no later than 30 days after the filing is submitted by the Town to ADWR. Within 30 days of the notice provided by the Town, the Nation may object to the construction of a new well or the Replacement Well by providing notice to the Town. The notice shall specify how, in the Nation's view, operation of the well or Replacement Well would violate the terms of Subparagraphs 7.1 or 7.2. If notice is provided to the Town under this Subparagraph 7.3, the Town and the Nation shall meet and confer to consider a means to resolve the objection by mutual agreement of the Town and the Nation. If the objection cannot be resolved, the Nation may seek enforcement of its rights under Paragraph 7.0 in the Gila River Adjudication Court.

8.0 HISTORIC WATER RIGHTS; CONVERSION TO M&I USE

8.1 If the Town identifies Historic Water Rights for inclusion in the Tabulation of the Town's Historic Water Rights prior to the Enforceability Date, those rights, upon the agreement of the Parties, shall be included in Attachment H to this Agreement and the Town's Diversion of the Water described in the Town's Tabulation of Historic Water Rights

shall be counted against the Maximum Average Annual Diversion Amount set forth in Subparagraph 4.1. If the Town does not identify such Historic Water Rights or agreement on the existence of these Historic Water cannot be achieved prior to the Enforceability Date, Attachment H shall be removed from this Agreement.

8.2 If, after the Effective Date, the Town acquires additional Historic Water Rights, the Town's Diversion of Water pursuant to those additional Historic Water Rights shall not be counted against the Water Budget set forth in Subparagraph 4.1.

8.3 The Nation and the Members of the Nation (but not Members in the capacity of the Members as Allottees), and the United States acting as trustee for the Nation and the Members of the Nation (but not Members in the capacity of the Members as Allottees), shall not object to Town's application filed under State law to: (a) sever and transfer the Historic Water Rights from appurtenant lands with points of diversion located downstream of the YAN Point of Compliance to an M&I Use within its Service Area; or (b) change the point of Diversion or means of Diversion for Historic Water Rights from appurtenant lands with points of diversion located downstream of the YAN Point of Compliance to an existing well or to a well otherwise constructed in conformance with this Agreement, if the well is to facilitate the Town's Use of Historic Water Rights for an M&I Use within the Town Water Service Area.

9.0 UNDERGROUND STORAGE

The Town may participate in the underground storage of Water in storage facilities permitted under State Law for the accumulation and subsequent recovery, Diversion, and Use of Long-Term Storage Credits provided that the Use of the LTSCs is within the Town Service Area. The subsequent Diversion and Use of LTSCs by the Town shall (a) be in

accordance with State law; and (b) not count against the Town's Water Budget set forth in Subparagraph 4.1.

10.0 OTHER WATER PROVISIONS

10.1 Cragin Water. The Town may elect to import and Use Cragin Water for M&I Uses directly or by Exchange as provided for in section ___ of the Act, under terms and conditions reasonably agreed upon by SRP, the Nation, and any other affected Parties to the Settlement Agreement. The Town's importation, Diversion, and Use of Cragin Water shall not count against the Town's Water Budget set forth in Subparagraph 4.1.

10.2 CAP Water. Pursuant to section ___ of the Act and Subparagraph 6.4 of the Settlement Agreement, the Nation may, in its sole discretion and with the approval of the Secretary, enter into contracts or options to lease or to Exchange YAN CAP Water with the Town under terms acceptable to the Nation. The Use of YAN CAP Water for M&I Uses shall not count against the Town's Water Budget set forth in Subparagraph 4.1.

10.3 Acquisition of Public Water Systems by the Town.

10.3.1 After the Effective Date, if the Town purchases or acquires other existing Public Water Systems in the Verde River Watershed, the Town's Diversion of Water for these Public Water Systems shall not be counted against the Maximum Average Annual Diversion Amount set forth in Subparagraph 4.1, provided that the Town does not exceed the maximum of the total "water withdrawn" reported by the Public Water System in its annual Community Water System Report filed with ADWR for the highest one (1) Year of Water Use from the five (5) Years immediately preceding the Effective Date.

10.3.2 Within 90 days of acquiring a Public Water System, the Town shall provide notice to the Nation of such acquisition and shall provide sufficient information for the

Nation to determine the maximum amount of Water withdrawn during the five (5) Year period as required by Subparagraph 10.3.1.

10.3.3 The Town shall account for its Use of Water under this Subparagraph 10.3 pursuant to Paragraph 13.0 and shall include sufficient information in its annual report under Paragraph 14.0 for the Nation to confirm the Town's continued compliance with this Subparagraph 10.3.

10.4 Imported Water. The Town's Use of Imported Water in the Town Water Service Area for M&I Uses shall not be counted against the Maximum Average Annual Diversion Amount set forth in Subparagraph 4.1 if the well is used to Divert the imported Water is located within the Groundwater Importation Area depicted in Attachment C to this Agreement; provided, however, that Groundwater Diverted by the Town for Importation shall not deplete the Verde River Subflow Zone under the standards established by the Gila River Adjudication Court. If the Town plans to develop a well in the Groundwater Importation Area under this Subparagraph 10.4, the Town shall provide the Nation with the notice required by Subparagraph 7.3. Within 30 days of the notice provided by the Town, the Town agrees to meet and confer with the Nation, upon request, to jointly consider (a) the potential for the well to impact the Verde River Subflow Zone; (b) the potential for the well to adversely impact existing springs, seeps, wetlands, or perennial or intermittent surface waters in the area; and (c) opportunities for the Town to avoid the impacts listed in (a) and (b), above. The Town shall account for its importation and Use of Water under this Subparagraph 10.4 pursuant to Paragraph 13.0 and shall include sufficient information in its annual report under Paragraph 14.0 for the Nation to confirm the Town's compliance with the Agreement.

10.5 Maintenance and Development of Town Water Facilities. The Nation, on behalf of the Nation and the Members of the Nation (but not Members in the capacity of the Members as Allottees), and the United States acting as trustee for the Nation and the Members of the Nation (but not Members in the capacity of the Members as Allottees), shall not object to the maintenance and development of the Town's Water Facilities, provided that these activities are in accordance with this Agreement. Without limiting the generality of the foregoing, the Nation, on behalf of the Nation and the Members of the Nation (but not Members in the capacity of the Members as Allottees), and the United States acting as trustee for the Nation and the Members of the Nation (but not Members in the capacity of the Members as Allottees), shall not object to the following maintenance and development activities provided such activities are in accordance with this Agreement: (a) the construction, modification, relocation, and maintenance of conveyance facilities, including infiltration galleries, discharge facilities, Impoundments, flood retention or retardation basins, municipal storage tanks, or other diversion structures; (b) the maintenance, operation, and repair of existing wells or construction of Replacement Wells; (c) the drilling, maintenance, operation, repair, deepening and replacement of future wells, including monitoring wells; (d) changes in points of Diversion of Water Rights; (e) comingling of Water sources, or (f) the development and Use of Water supplies from any or all sources for M&I Uses.

11.0 WATER AND SEWER SERVICE

11.1 Water Delivered by the Town to the Nation.

11.1.1 The Town shall continue to provide potable Water service to the Nation for Uses within the Camp Verde District and Middle Verde District of the Reservation and

may provide additional potable Water service to the Nation for Use on the Reservation, YAN Trust Land, and YAN After-Acquired Trust Land as provided for in this Subparagraph 11.1 and the Interconnection and Exchange Agreement required by Paragraph 12.0.

11.1.2 After the Enforceability Date, all Water delivered by the Town pursuant to the Interconnection and Exchange Agreement for Use on the Reservation, YAN Trust Land, or YAN After-Acquired Land, shall be delivered by Exchange or by other legal arrangement between the Parties and accounted for from the Nation's Water sources as required by the Settlement Agreement.

11.1.3 The Nation on behalf of itself and its Members or the United States acting on behalf of the Nation and its Members, shall account for and report the Water delivered to the Nation under Subparagraph 11.1.2 as required by the Settlement Agreement.

11.1.4 Any Water Rights delivered by Exchange or otherwise from the Town to the Reservation, YAN Trust Land, and YAN After-Acquired Trust Land under Subparagraph 11.1.2 shall not be counted against the Town's Maximum Average Annual Diversion Amount set forth in Subparagraph 4.1.

11.2 Water Delivered by the Nation to the Town.

11.2.1 The Parties recognize that there may circumstances, including emergency circumstances, where the Town would request, and the Nation would deliver, potable Water to the Town for Use in the Town Water Service Area pursuant to the Interconnection and Exchange Agreement provided for in Paragraph 12.0.

11.2.2 The Water sources delivered by the Nation under Subparagraph 11.2.1 for Use in the Town Water Service Area shall be counted against the Town's Water Budget under Subparagraph 4.1, accounted for by the Town pursuant to Paragraph 13.0,

and reported by the Town pursuant to Paragraph 14.0.

11.2.3 In the event the Nation delivers Water from the Nation's Water Rights described in 8.0 or 9.0 of the Settlement Agreement for Use in the Town Water Service Area, the delivery of such Water shall be by Exchange pursuant to the requirements of the Interconnection and Exchange Agreement and in accordance with the Settlement Agreement.

11.2.4 The Nation shall provide sufficient reporting information to the Town for the Water delivered by the Nation for Use in the Town Water Service Area under Subparagraphs 11.2.1, 11.2.2, and 11.2.3 for the Town to account for this Water and meet its reporting requirements under Paragraph 14.0 of this Agreement.

11.2.5 Measurement and Reporting for Water Delivered by the Town to the Nation. All Water delivered to the YAN Reservation, YAN Trust Land, or YAN After-Acquired Trust Land by the Town shall be measured and accounted for by the Town. For the Water delivered by the Town to the YAN Reservation, YAN Trust Land, or YAN After-Acquired Trust Land (a) the Town's meters shall meet manufacturer specifications and industry accepted standards; (b) the Nation shall have access to all water usage data from each meter; (c) on or before **February 1** of each Year, the Town shall provide to the Nation the water usage data for the prior Year for each meter; (d) the Town shall maintain records related to the installation and maintenance of each meter and all water usage data reported from each meter for a period of seven (7) Years, and shall, at the request of a Party, permit inspection and copying of such records during the regular business hours of the Town, or alternatively, the Town may provide such records directly to the requesting party. The Town shall also provide any additional information the Nation

necessary to account for an Exchange of Water pursuant to the requirements of the Interconnection and Exchange Agreement for the Nation and to allow the Nation to account for this Water and meet the Nation's reporting requirements under the Settlement Agreement.

11.3 Sewer Service Areas.

11.3.1 Existing Sewer Service Areas. The Parties agree that the Town and the Nation shall continue to provide sanitary sewer service to their respective customers within the Town Existing Sewer Service Area and the YAN Existing Sewer Service Area. As of the Effective Date, neither Party will, absent mutual written agreement of the other Party, seek to collect wastewater from any customer located within the other Party's Existing Sewer Service Area.

11.3.2 Highway 260 Joint Sewer Service Area. The collection of wastewater and use of Effluent developed from future customers in the Highway 260 Joint Sewer Service Area shall be determined in accordance with Subparagraphs 11.3.3 and 12.2.5, and the Interconnection and Exchange Agreement.

11.3.3 Future Sewer Connections. The Nation and Town recognize that future developers in the Camp Verde region, including the Nation, will seek to connect their developments either to the Town's or to Nation's sewer collection systems, depending on available treatment capacity, the proximity of existing sewer infrastructure, and the costs of connection and service, among other factors. Recognizing the importance of encouraging the collection and treatment of wastewater and the reuse of Effluent to both Parties, the Nation and Town agree to establish generally consistent rates and fees for the connection and treatment of wastewater, and to work together to ensure that

developers and others connect to the closest available sewer system that has the capacity to capture and treat the wastewater. The Parties shall consider additional terms for connecting future wastewater customers that may be needed to avoid competition between the Town and the Nation, maximize the capture and treatment of wastewater, and facilitate the reuse of Effluent for inclusion in the Interconnection and Exchange Agreement under Paragraph 12.0.

12.0 INTERCONNECTION AND EXCHANGE AGREEMENT

12.1 General Purpose. The Parties provide potable Water service and sanitary sewer service for domestic, municipal, industrial, and commercial purposes within their respective service areas. In addition to serving its own customers, as of the Effective Date, the Town provides potable Water to the Camp Verde District of the Reservation and a “back up” supply of potable Water to certain portions of the Middle Verde District of the Reservation. The Nation, in turn, provides (as of the Effective Date) sanitary sewer service for certain domestic, municipal, industrial, and commercial purposes, located both on and off the Reservation. Given the challenges of drought, the potential for equipment failures, and ongoing development pressures being experienced by the Parties, as well as the opportunity through settlement to bring new Water sources, such as Cragin Water and CAP Water, into the Camp Verde area under section ____ of the Act and the Settlement Agreement, the Parties hereby agree to actively interconnect their respective potable Water and sanitary sewer systems as provided for in this Agreement at the locations and under the terms prescribed by the Nation and Town in the Interconnection and Exchange Agreement described in Subparagraph 12.2 in order to protect and enhance the capacity of their respective systems, provide redundancy, and support the efficient and affordable

operation of their water and sewer systems.

12.2 Interconnection and Exchange Agreement Required.

12.2.1 The Nation and Town shall enter into an Interconnection and Exchange Agreement prior to the Enforceability Date under which the Town and the Nation will actively interconnect their potable Water systems and sanitary sewer systems for the mutual benefit of the Parties and their citizens.

12.2.2 In negotiating the terms of the Interconnection and Exchange Agreement, the Nation and Town shall act in good faith and use their best efforts to establish fair, equitable, safe, and cost-effective terms for the interconnection of their potable Water and sewer systems which shall include, but not be limited to (a) reasonable rates and fees for the recovery, Diversion, treatment, delivery and Exchange of Water under this Agreement; (b) the funding and development of shared sewer collection and treatment infrastructure, including in the Highway 260 Joint Service Area; (c) the construction, ownership, and use of mutually beneficial Joint Recharge Projects; and (d) any other matter of importance to the Parties under this Agreement. The Interconnection and Exchange Agreement shall comply with the terms of this Agreement, the Act, the Settlement Agreement, and applicable law.

12.2.3 Without limiting the rights of the Nation and the Town to develop other mutually beneficial terms in the Interconnection and Exchange Agreement, the Parties agree that the Interconnection and Exchange Agreement will include provisions to address the circumstances set forth in Subparagraphs 12.2.4, 12.2.5, and 12.2.6.

12.2.4 Exchange Agreement. The Interconnection and Exchange Agreement shall set forth reasonable terms and conditions under which the Parties will Exchange

Water sources with one another to support the delivery of potable water within the Town Water Service Area and the YAN Water Service Area under Paragraph 12.0, including the responsibility of both Parties, if any, to comply with the Exchange requirements set forth in Arizona Revised Statutes, Title 45, Chapter 4 and the Settlement Agreement.

12.2.5 Highway 260 Joint Sewer Service Area. The Interconnection and Exchange Agreement shall set forth reasonable terms and conditions under which the Parties will jointly fund (including with certain funds allocated to the Nation under section ___ of the Act), develop, and use the sanitary sewer infrastructure necessary to collect, treat, and reclaim wastewater in their respective systems to maximize the use of Effluent for the benefit of both Parties from: (a) new developments along Highway 260 within the “Highway 260 Joint Sewer Service Area depicted in Attachment E both within Town Limits and on the Nation’s lands; and (b) existing residences and other developments through potential septic to sewer conversions. The Interconnection and Exchange Agreement shall also, among other things, establish ownership of the phased sewer infrastructure, allocate wastewater collection and treatment responsibilities between the Parties and the financial costs and burdens associated with such collection and treatment, and provide for the reuse, storage, crediting, and recovery of Effluent developed in the Highway 260 Joint Sewer Service Area for mutually beneficial purposes.

12.2.6 Well Protection Protocol. The Nation and Town recognize their shared interest in protecting Water sources in the Camp Verde area and the need to protect their respective investments in existing and future wells that are used by both Parties to provide a reliable Water supply to their citizens. Considering the foregoing, the Nation and Town developed the Well Protection Protocol set forth in Attachment G that shall be used by

the Town and the Nation when either party develops a Large-Capacity Production Well within the Well Protection Protocol Area illustrated in Attachment C. The Well Protection Protocol set forth in Attachment G may be amended by mutual written agreement of the Nation and the Town, without approval of the Gila River Adjudication Court, unless such approval is required by law; provided, however, that no amendment may violate any provisions of this Agreement, the Act, or the Settlement Agreement. In addition to the foregoing, the Town and the Nation may develop additional details for the Well Protection Protocol by mutual written agreement as part of the Interconnection and Exchange Agreement, so long as such details are consistent with Attachment G, without the necessity of amending this Agreement.

12.2.7 Term of the Interconnection and Exchange Agreement. The term of the Interconnection and Exchange Agreement shall be for a period of fifty (50) years. Upon the expiration of the fifty (50) year term, the Interconnection and Exchange Agreement shall be automatically renewed for a period of fifty (50) years and shall be automatically renewed for successive fifty (50) year periods thereafter, unless terminated pursuant to Subparagraph 12.2.9.

12.2.8 Amendments to the Interconnection and Exchange Agreement. The Interconnection and Exchange Agreement may be amended by mutual written agreement of the Nation and the Town, without approval of the Gila River Adjudication Court, unless such approval is required by law; provided, however, that no amendment of the Interconnection and Exchange Agreement may violate any provisions of this Agreement, the Act, or the Settlement Agreement, or adversely affect the rights under the Settlement Agreement of any Party who is not a signatory to such an amendment.

12.2.9 Termination of the Interconnection and Exchange Agreement. The Interconnection and Exchange Agreement may be terminated only by mutual written agreement of the parties to the Interconnection and Exchange Agreement. Any decision to terminate the Interconnection and Exchange Agreement shall be in writing and signed by the parties to the Interconnection and Exchange Agreement. Unless otherwise required by law, the termination of the Interconnection and Exchange Agreement by mutual written agreement under this Subparagraph 12.2.9 shall not require the approval of the Gila River Adjudication Court.

12.2.10 Waiver. If the Nation and Town are unable to enter into the Interconnection and Exchange Agreement required by Subparagraph 12.2 by the Enforceability Date, the Nation may elect to waive the requirement of Subparagraph 12.2, by providing written notice to the Parties.

13.0 ACCOUNTING

13.1 Calculating the Maximum Average Annual Diversion Amount. At the conclusion of the fifth (5th) full Year after the Enforceability Date, the Town's Maximum Average Annual Diversion Amount pursuant to Subparagraph 4.1 shall be calculated as the average of the Town's total Annual Diversion or Use of Water from the Water sources described in Subparagraph 13.2 for the previous five (5) years, less the reductions under Subparagraph 5.3.

13.2 Water Sources Counted Against the Town Water Budget. The Diversion or Use of the following Water sources shall be permitted by this Agreement and counted in any given Year by the Town as a Diversion or Use against the Town's Water Budget:

13.2.1 For the Maximum Average Annual Diversion Amount set forth in

Subparagraph 4.1, any Diversion of Underground Water for M&I Uses in the Town Water Service Area;

13.2.2 For the Maximum Average Annual Diversion Amount set forth in Subparagraph 4.1, any Diversion or Use of Water in the Tabulation of the Town's Existing Historic Water Rights in Attachment H to this Agreement;

13.2.3 Any Diversion into an Impoundment not otherwise accounted for in this Subparagraph 13.2; and

13.1.4 Any Water that is sold, Exchanged, or transferred by the Town to a third-party, if such Diversion or Use of such Water would otherwise have been counted against the Town's Water Budget set forth in Subparagraph 4.1 notwithstanding such sale, Exchange, or transfer, had it the Diversion or Use been made by the Town.

13.3 Water Sources Not Counted Against the Town's Water Budget. The Diversion or Use of the following Water sources by the Town are permitted by this Agreement and shall not be counted in any given Year as a Diversion or Use against the Town's Maximum Average Annual Diversion Amount set forth in Subparagraph 4.1:

13.3.1 Effluent Diverted or Used by the Town within the Town Water Service Area as permitted by this Agreement;

13.3.2 Historic Water Rights not included in the Tabulation of Town's Existing Historic Rights in Attachment H to this Agreement that are acquired by the Town after the Effective date pursuant to Subparagraph 8.2;

13.3.3 The recovery of Long-Term Storage Credits pursuant to Paragraph 9.0;

13.3.4 Cragin Water under Subparagraph 10.1;

13.3.5 CAP Water under Subparagraph 10.2;

13.3.6 Water Diverted or Used by the Town resulting from the acquisition of a Public Water System after the Effective Date as set forth in Subparagraph 10.3;

13.3.7 Imported Water pursuant to Subparagraph 10.4; and

13.3.8 Water Diverted by the Town for delivery to the Nation by Exchange or any other legal means pursuant to Subparagraph 11.1.

13.3.9 Any other source of Water not described in Subparagraph 13.2.

13.4 Accounting Form. No later than one (1) Year after the date of the enactment of the Act, the Parties shall develop an agreed upon accounting form to account for Diversions and Uses of Water by the Town pursuant to this Paragraph 13.0, which form may be amended from time to time by mutual agreement provided that the amendment is consistent with this Agreement, the Act, and the Settlement Agreement.

13.4 In the event of any ambiguity in calculating the amount of Water Diverted by the Town counted against its Water Budget under Subparagraph 13.2, or in calculating the amount of Water excluded from the Water Budget pursuant to Subparagraph 13.3, the Parties' intention is that such ambiguity be resolved so as to avoid counting against the Town's Water Budget set forth in Subparagraph 4.1 from any particular source of Water more than once in any given Year.

14.0 REPORTING

14.1 Metering. No later than the date of the enactment of the Act, the Town shall commence the installation of metering devices, whose accuracy meets industry standards on all unmetered wells, Impoundments, and other points of Diversion owned or operated by or for the Town sufficient to meet the annual reporting requirements under Subparagraph 14.3. The Town shall complete the installation of such metering devices

and such devices shall be fully operational no later than the Enforceability Date. Thereafter, the Town shall operate and maintain such metering devices in accordance with industry standards.

14.2 Monitoring Devices. In addition to the metering devices required by Subparagraph 14.1, the Town shall undertake monitoring, sampling, testing or other actions, sufficient to meet the annual reporting requirements under Subparagraph 14.3, the Interconnection and Exchange Agreement, or any other obligation of this Agreement.

14.3 Annual Reporting. No later than **May 1** of the second Year following the Year in which the Enforceability Date occurs, and on May 1 of each Year thereafter, the Town shall provide an annual report to the Parties to this Agreement in a form mutually agreed upon by the Town, the Nation, and the United States acting as trustee for the Nation, showing, for the Year immediately preceding the Year in which the report is filed, the following information:

14.3.1 Except for Water delivered to the Nation, which shall be separately accounted for by the Nation under Subparagraph 11.2.5 of this Agreement, the total amount of Water Diverted by the Town, by source, point of Diversion, and place of Use, and (a) counted against the Town's Water Budget under Subparagraph 13.2; (b) not counted against the Town's Water Budget under Subparagraph 13.3; and (c) counted for mitigation due to an exceedance or advanced mitigation pursuant to 5.0. For purposes of reporting pursuant to this Subparagraph 14.3, the place of Use for M&I Uses located within the Town's then-existing Water Service Area shall be reported as "Within Water Service Area."

14.3.2 The total amount of any reduction in M&I Use by the Town in the Year

immediately following an exceedance under Paragraph 5.1.1;

14.3.3 The total amount of Water Diverted for storage in underground storage facilities permitted under State law, and the total amount of Long-Term Storage Credits recovered for Use by the Town as mitigation under Subparagraph 5.1.2;

14.3.4 The total amount of Water recharged to the aquifer to support aquifer conditions or well production for mitigation purposes under a plan agreed to by the Town and the Nation under Subparagraph 5.1.3;

14.3.5 Any Historic Water Rights acquired by the Town and temporarily fallowed in the prior year for mitigation purposes under Subparagraph 5.1.4;

14.3.6 For Discharge of Effluent to the Verde River pursuant to Subparagraph 5.1.5, (a) the total amount of Effluent Discharged at each point of Discharge; and (b) a copy of the current Discharge Plan described in Subparagraph 5.1.5;

14.3.7 For Discharge of Effluent to the Verde River Subflow Zone pursuant to Subparagraph 5.1.6, (a) the total amount of Effluent Discharged at each point of Discharge; (b) the calculated amount of Effluent that has reached the Verde River Subflow Zone from each point of Discharge; and (c) a copy of the current Discharge Plan described in Subparagraph 5.1.6;

14.3.8 Any reporting required for mitigation by mutual agreement under Subparagraph 5.1.7;

14.3.9 The total amount of Water Diverted for storage in underground storage facilities permitted under State law or recovered for Use by the Town if not otherwise reported pursuant to Subparagraph 14.3.3;

14.3.10 The total amount of Water diverted into Impoundments;

14.3.11 The total amount of Water imported from the Groundwater Importation Area under Subparagraph 10.4 in the prior Year and the points of Diversion used for such importation;

14.3.12 The results of any monitoring, testing, or other action conducted to demonstrate compliance with this Agreement;

14.3.13 A current map of the then-existing Town Limits;

14.3.14 A current map of the Town Water Service Area; and

14.3.15 Such other reports as may be mutually agreed upon by the Town and the Nation.

14.4 The Town shall give notice of the annual report by serving a copy of each such report to each Party as provided in Subparagraph 20.16.

14.5 The Town shall maintain records that support the information reported pursuant to Paragraph 14.3, and shall, at the request of a Party, permit inspection and copying of such records during the regular business hours of the Town, or alternatively, the Town shall provide such records to the requesting Party. The records relating to each annual report shall be maintained for a period of seven (7) years.

14.6 The Parties may modify the form of annual report required by Subparagraph 14.3 by mutual agreement, provided that such modification is consistent with this Agreement, the Act, and the Settlement Agreement.

15.0 MUTUALLY BENEFICIAL ARRANGEMENTS. Nothing in this Agreement prohibits the Nation or the Town from entering into additional agreements and any other mutually beneficial arrangements for (a) the storage, treatment, Use, or delivery of Water; and (b) the Use of Water in excess of the rights set forth herein upon mutual consent of the

Town and the Nation; provided that the agreements or arrangements described in this Paragraph 15.0 do not violate the Interconnection Agreement and Exchange Agreement, the terms of this Agreement, the Act, the Settlement Agreement, or applicable law.

16.0 CONFIRMATION OF RIGHTS

16.1 The Nation, on behalf of the Nation and the Members of the Nation (but not Members in the capacity of the Members as Allottees), and the United States acting as trustee for the Nation and the Members of the Nation (but not Members in the capacity of the Members as Allottees), ratify, confirm, declare to be valid, and agree not to object to, dispute, or challenge in the Gila River Adjudication Proceedings, or in any other judicial or administrative proceeding, the Town's rights to Divert or Use Water in conformance with this Agreement.

16.2 The Nation, on behalf of the Nation and the Members of the Nation (but not Members in the capacity of the Members as Allottees), and the United States acting as trustee for the Nation and the Members of the Nation (but not Members in the capacity of the Members as Allottees), agree not to support, in any way, an objection, dispute, or challenge asserted by any entity against the Town's rights to Divert or Use Water in conformance with this Agreement, in the Gila River Adjudication Proceedings, or in any other judicial or administrative proceeding.

16.3 The Nation, on behalf of the Nation and the Members of the Nation (but not Members in the capacity of the Members as Allottees), and the United States acting as trustee for the Nation and the Members of the Nation (but not Members in the capacity of the Members as Allottees), shall not make a call or assert a senior priority Water Right for YAN Land, including for instream flow as described in Paragraph 11 of the Settlement

Agreement, against the Town's priority and right to store, Divert, and Use Water in conformance with this Agreement.

16.4 After the Effective Date, the Nation, on behalf of the Nation and the Members of the Nation (but not Members in the capacity of the Members as Allottees) shall not to object to the adjudication of the Town's Water Rights by the Gila River Adjudication Court, provided that the Town does not claim or assert (a) the right to appropriate Surface Water in the Verde River Watershed that is in excess of **4,000.00 AFY** of Water; or (b) additional points of diversion from wells located in the Verde River Subflow Zone not in existence on the Effective Date.

17.0 WAIVERS, RELEASES, AND RETENTIONS OF RIGHTS

17.1 The Town and the Nation shall be entitled to all waivers and releases of claims and associated retentions of rights described in Paragraph 13.0 of the Settlement Agreement, which shall take effect on the Enforceability Date.

17.2 Nothing in this Agreement shall affect the Water Rights, or claims for Water Rights, of any individual Member of the Nation for the Dinah Hood Allotment or for lands outside the boundaries of YAN Land.

18.0 DISPUTE RESOLUTION

18.1 Subject to the cure provisions set forth in Subparagraph 18.2, any Party may enforce the rights and obligations under this Agreement in the Gila River Adjudication Court.

18.2 In the event any Party to this Agreement fails to fulfill an obligation under this Agreement, such Party shall have 30 days after receiving written notice of such failure from another Party to this Agreement, to cure, or to implement the means to cure, any

such breach before such other Party may seek a remedy for such breach. If appropriate measures to cure such breach are not (a) initiated within the 30-day period, and (b) completed within six (6) months following the notice of a breach, any Party except for the breaching party shall be able to pursue any and all legal and equitable remedies available under Subparagraph 18.1.

19.0 TOWN OF CAMP VERDE - FOREST SERVICE LAND TRANSFER

The Town of Camp Verde has identified approximately 40 acres of U.S. Forest Service land located at the intersection of Interstate 17 and General Crook Trail ("I-17/General Crook Intersection") within the municipal boundaries of the Town of Camp Verde for the development of a public safety and municipal complex. The Yavapai-Apache Nation understands that the development of a public safety and municipal complex at the I-17/General Crook Intersection will benefit the public health, safety, and welfare of citizens of the Town of Camp Verde, including Tribal members of the Yavapai-Apache Nation, as well as the numerous persons that visit and travel through the region. The Nation therefore agrees to support the Town's expeditious acquisition of up to 40 acres at the I-17/General Crook Intersection from the U.S. Forest Service as may be permitted by law and to coordinate with the Town in these efforts, including with the U.S. Congress, the U.S. Forest Service, the State of Arizona, Yavapai County, and other federal and state agencies.

20.0 MISCELLANEOUS

20.1 Amendments to this Agreement. Except as provided for herein, no modification of this Agreement shall be effective unless it is in writing and signed by all Parties, provided, however, that no amendment of this Agreement may violate any provisions of

the Act, the Settlement Agreement, or this Agreement.

20.2 Waiver. No waiver of any breach of any of the terms or conditions of this Agreement shall be construed as a waiver of any subsequent breach of the same or other terms or conditions of this Agreement.

20.3 Severability. If any provision or clause of this Agreement or application thereof to any person or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions, clauses or applications of this Agreement which can be given effect without the invalid or unenforceable provision, clause or application, and to this end, the provisions and clauses of this Agreement are severable; provided, however, that if the severance would deprive any Party to this Agreement of its material benefits under this Agreement, that Party to this Agreement shall be released from this Agreement and no Party shall be entitled to the benefits of the waivers provided herein or in the Settlement Agreement.

20.4 Construction and Effect. This Agreement and each of its provisions are to be construed fairly and reasonably. The Paragraph and Subparagraph titles and numbering used in this Agreement are for convenience only and shall not be considered in the construction of this Agreement.

20.5 Successors and Assigns. Each of the terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and their successors and assigns.

20.6 Benefits of Agreement. No member or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise here from.

20.7 Third Party Beneficiaries. The Parties do not intend that there be any third-party beneficiaries of this Agreement.

20.8 Good Faith Negotiations. This Agreement has been negotiated in good faith for the purposes of advancing the settlement of legal disputes, including pending litigation, and no information exchanged or offered, or compromises made, in the course of negotiating this Agreement may be used as either evidence or argument by any Party to this Agreement hereto in any legal or administrative proceeding other than a proceeding for the approval of this Agreement.

20.9 Conflict with Settlement Agreement. If there is a conflict between the provisions of this Agreement and the provisions of the Settlement Agreement, for purposes of interpreting this Agreement only, the provisions of this Agreement shall control.

20.10 Entire Agreement. This Agreement is the entire agreement between the Parties. All previous agreements, statements contracts and representations by or among the Parties and their agents relating to the subject matter of this Agreement are hereby merged into this Agreement and no evidence of any such agreement, contract, representation or statement shall be admissible to interpret this Agreement. The Parties warrant that they are not relying on any such agreement, contract, representation or statement as a reason for entering this Agreement.

20.11 No Major Federal Action. Execution of this Agreement by the Secretary shall not constitute a major Federal action under the National Environmental Policy Act (42 U.S.C. 1531 *et seq.*).

20.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original and all of which, taken together, shall constitute

one agreement.

20.13 No Prohibition on Objections. Except as expressly provided for in this Agreement, nothing in this Agreement or the Settlement Agreement shall be construed to prohibit or in any way limit any of the Parties from objecting to, or opposing, or seeking to place conditions on any severance, transfer, change of use or exchange of Water in the Verde River Watershed.

20.14 Governing Law. This Agreement shall be construed in accordance with applicable State and Federal law.

20.15 Approval, Consent and Ratification. Each Party, by execution of the signature pages by its duly authorized representative(s), does hereby approve, endorse, consent to and ratify this Agreement.

20.16 Notices. Any notice or report required to be given hereunder shall be noticed to the other Parties to this Agreement pursuant to Subparagraph 17.20 of the Settlement Agreement.

21.0 SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement dated as of the day and year first above written.

YAVAPAI-APACHE NATION

By: _____
Tanya M. Lewis, Chairperson

Dated: _____

Attest: _____
Karla Reimer, Council Secretary

Approved as to form:

Anthony S. Canty
Attorney General for the Yavapai-Apache Nation

THE TOWN OF CAMP VERDE

By: _____
Dee Jenkins, Mayor

Dated: _____

Attest: _____
[insert name], [insert title]

Approved as to form:

[insert name]
Attorney for the Town of Camp Verde

THE UNITED STATES OF AMERICA

By: _____ Dated: _____
[insert name]
Secretary of the Interior

Well Protection Protocol

Definitions: The following definitions shall apply for purposes of this Well Protection Protocol between the Yavapai-Apache Nation and the Town of Camp Verde.

“Alert Level” means the depth to water in a monitoring well corresponding 50% of the anticipated 10-year Drawdown.

“Analytical Model” means a solution to a mathematical equation describing flow through an aquifer, aquifer water level with distance from the pumping well, and aquifer storage change over time.

“Drawdown” means a decline in groundwater level caused by groundwater pumping

“Drawdown Limit” means a 10 feet of decline in groundwater level in a well owned by one Party after 20 years of pumping in a proposed or existing new well owned by the other Party.

“Existing Well” means the wells identified in Schedule 1 and future Large-Capacity Production Wells in then in service, which excludes abandoned wells or wells not used in the previous three (3) years. Schedule 1 shall be updated by the Town and the Nation as new Large-Capacity Production Wells are added.

“Impact” means a Drawdown in one well caused by pumping in another well.

“Large-Capacity Production Well” means a production well with a casing diameter of greater than 6 inches and a pumping capacity exceeding 100 gallons per minute.

“Replacement Well” means a well: (a) constructed to replace a well in existence on the date of enactment of the Act; (b) that is located no more than 660 feet from the well being replaced; and (c) with a pumping capacity and case diameter that does not exceed the pumping capacity and case diameter of the well being replaced.

“Numerical Model” means an industry standard groundwater or integrated hydrologic computer code such as MODFLOW or MIKE SHE.

“Parties” means the Yavapai-Apache Nation and the Town of Camp Verde (and not the United States in any capacity).

“Warning Level” means the depth to water in a monitoring well corresponding 80% of the anticipated 10-year Drawdown.

Pursuant to Subparagraph 12.2.6 of the Agreement, the Town of Camp Verde and the Yavapai-Apache Nation have developed the following Well Protection Protocol:

1.0 Before finalizing the location of a new Large-Capacity Production Well that is not a replacement well, the well-drilling Party shall estimate the potential Impact of its future groundwater withdrawals on the target aquifer or aquifers by using an Analytical Model such as the Theis non-equilibrium radial-flow equation or other analytical solution appropriate to the aquifer conditions at the proposed well site. The pumping rate used in the model shall correspond to two-thirds of the design pump capacity for the proposed well.

2.0 The Parties shall confer and mutually agree on the model and aquifer parameters to be used in the Analytical Model analysis. The model must evaluate a reasonable range of aquifer parameters to develop a range of reasonably expected Impacts to the other Party's well(s). If the average of the Analytical Model results predicts an Impact to the other Party's existing well of less than the Drawdown Limit, then no further analysis or mitigation is necessary.

3.0 If the average of the Analytical Model predictions shows an Impact to the other Party's well or wells greater than the Drawdown Limit, then the well-drilling Party, prior to drilling and operating the proposed well, shall either (a) commit to the Avoidance, Minimization, and Mitigation measures described below; or (b) use a 3-dimensional, calibrated Numerical Model (agreed to by both Parties) to further evaluate the potential Impacts to the other Party's well(s) from pumping in the proposed well.

3.1 If the Numerical Model, using a reasonable and mutually agreed-upon range of aquifer parameters, predicts that the new well's Impacts will not exceed the Drawdown Limit, then no further analysis or mitigation is necessary.

3.2 If the Numerical Model predicts that the proposed new well's Impacts would exceed the Drawdown Limit, then the Parties shall confer and agree upon next steps to avoid, minimize, or mitigate damages, as described in Subparagraphs 4.0, 5.0, and 6.0, below.

4.0 Avoidance and Minimization Measures

The Parties agree that the following actions constitute appropriate avoidance and mitigation measures for purposes of this Well Protection Protocol:

4.1 The well-drilling party shall move the proposed well to a location indicated by the Numerical Modeling where its predicted Impacts would not exceed the Drawdown Limit; or

4.2 The well-drilling party shall propose and commit to various operational controls (e.g., reduced pumping) on the well to prevent anticipated future exceedance of the Drawdown Limit as supported by the Numerical Modeling; or

4.3 The well-drilling party shall install one or more monitoring well(s) to anticipate Drawdown Impacts that may exceed the Drawdown Limit; or

4.4 The well-drilling party shall use a combination of strategies described in Subparagraphs 4.1, 4.2, and 4.3, above.

5.0 Monitoring Well Provisions

The Parties agree that the following procedures shall apply to the use of monitoring wells for purposes of this Well Protection Protocol:

5.1 The monitoring well(s) shall be located between the new proposed production well and the other Party's potentially Impacted well(s).

5.2 Using the existing numerical or Analytical Model, the Parties shall identify an Alert Level and a Warning Level in each monitoring well.

5.3 The monitoring well owner shall, for a minimum of 20 years, collect and record monthly depth-to-water measurements in the monitoring well(s).

5.4 The monitoring well owner shall share all groundwater-level data collected from the monitoring well(s) with the other Party on an annual or more frequent basis.

5.5 If the depth-to-water in the monitoring well reaches or exceeds the Alert Level, the owner of the monitoring well will document the occurrence and report it to the other Party.

5.6 If the depth-to-water in the monitoring well reaches or exceeds the Warning Level, the owner of the monitoring well will document the first date of the occurrence and report it to the other Party as well as immediately implementing one or more of the Mitigation Measures below.

6.0 Mitigation Measures

Mitigation Measures shall be implemented if (a) a Warning Level is documented in one or more monitoring well; or (b) the Drawdown Limit is reached or exceeded. Mitigation measures, may include, but not be limited to, the mitigation measures listed in Subparagraph 6.1, 6.2, 6.3, and 6.4, and 6.5, below.

6.1 The owner of the well shall restrict pumping in the new well to a level that will avoid an exceedance of the Drawdown Limit. If this mitigation measure is selected, the Parties shall work together to recalibrate of the Numerical Model (as needed) to predict the new pumping rate that will protect the other Party's well from an exceedance of the Drawdown Limit.

6.2 The owner of the well shall deliver water from the new well or from other legal source to the other Party in an amount sufficient to reasonably mitigate for the harm to the other Party's well.

6.3 The owner of the well shall financially compensate the other Party for the costs associated with the adverse Impact to the production capability of the other Party's well.

6.4 The owner of the well shall deepen or replace the other Party's well.

6.5 The owner of the well and the other Party may mutually agree to any other method of mitigation.

7.0 Qualified Neutral Third-Party

7.1 In the event of any dispute, question, or disagreement between the Parties arising from or relating to this Well Protection Protocol, the Parties agree to use their best efforts to settle the dispute, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of 60 days, then, upon notice by either Party to the other under Subparagraph 20.16 of the Agreement, the Parties shall select a qualified neutral third-party to mediate the dispute, question, or disagreement.

7.2 If the Parties are unable to agree upon a qualified neutral third party to mediate the dispute, question, or disagreement between the Parties, or if the qualified neutral third party is unable to finally resolve the dispute, question, or disagreement, then the matter shall be resolved under Subparagraph 18.0 of the Agreement.