



Town of Camp Verde Vision Statement

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

**AGENDA
TOWN OF CAMP VERDE
REGULAR SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, NOVEMBER 19, 2025 at 6:00 P.M.
ZOOM MEETING LINK:
<https://us02web.zoom.us/j/87197125911?pwd=9hSdgfu8jhgoaL4V8gGjfuU2jsGFMs.1>
one Tap Mobile: 1-253-215-8782 or 1-346-248-7799
Meeting ID: 871 9712 5911
Passcode: 690981**

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

1. **Call to Order**
2. **Roll Call.** Council Members Brian Bolton, Robert Foreman, Robin Godwin, Jessie Murdock, Patricia Seybold, Vice Mayor Wendy Escoffier, and Mayor Marie Moore.
3. **Pledge of Allegiance**
4. **Consent Agenda** – All those items listed below may be approved by one motion as consent agenda items. Any item may be removed from the Consent Agenda and considered as a separate item if a member of Council requests.
 - a) **Approval of the Minutes:**
 - 1) Council Retreat– November 3, 2025 at 5:00 p.m. Pg. 5
 - 2) Work Session – November 5, 2025 at 5:00 p.m. Pg. 7
 - 3) Regular Session (Public Portion) – November 5, 2025 at 6:00 p.m. Pg. 11
 - 4) Joint Work Session (Public Portion) – November 6, 2025 at 5:00 p.m. Pg 21
 - 5) Special Session (Public Portion) – November 10, 2025 at 6:00 p.m. Pg. 23
 - b) **Set Next Meeting, Date and Time:**
 - 1) Regular Session – December 3, 2025 at 6:00 p.m.
 - 2) Regular Session – December 17, 2025 at 6:00 p.m.
 - c) **Consideration and possible approval to reallocate \$3,000 in Community Outreach Funds awarded to the Senior Citizens of Camp Verde, Inc. for window replacement, in lieu of the originally approved project for fan and screened door installation.** Staff Resource: Town Manager Miranda Fisher. Pg. 25
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, Sustaining Flows, Earth Day, Camp Verde School District, Friends of the Verde River and Verde Valley Housing Advisory Committee.
7. **Special Announcements and Presentations.** All presentations are limited to 15-minutes.
 - **Planning and Zoning Commission Quarterly Update.** Resource: Chair Bill Tippet. Pg. 33
 - **Parks and Recreation Commission Quarterly Update.** Resource: Chair Dave Grondin. Pg. 35
 - **Overview of Animal Control Services in the Town of Camp Verde, including procedures for handling animal-related complaints, recent reorganization transitioning Animal Control out of the Camp Verde Marshal's Office to Community Development, and future funding considerations to strengthen division operations.** Staff Resource: Town Manager / Interim Community Development Director Miranda Fisher and Acting Senior Planner Cory Mulcaire. Pg. 37
 - **Status update on agenda items discussed by Town Council in Q3 2025.** Staff Resource: Town Manager Miranda Fisher. Pg. 43
 - **Discussion, and feedback on the Draft 2026 General Plan.** Staff Resource: Town Manager Miranda Fisher. Pg. 49
8. **Discussion, consideration and possible appointment of one (1) applicant to the Parks and Recreation Commission with a term ending January 1, 2028.** Staff Resource: Town Manager Miranda Fisher. Pg. 51
9. **Public Hearing:** Discussion, consideration, and possible approval of Ordinance 2025-A508, 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.A – R1L District, allowing Wedding Venues with a Use Permit. Staff

Staff Comments

Applicant Comments

Open Public Hearing

Close Public Hearing

Council Discussion

10. **Discussion, consideration and possible approval of a wired telecommunications license and right-of-way use agreement between the Town of Camp Verde and Fatbeam LLC.** Staff Resource: Town Manager Miranda Fisher & CIP Manager Martin Smith. Pg. 79
11. **Discussion, consideration, and possible award of bid for the Community Park Irrigation System Replacement project to Joshua Tree Landscaping in an amount not to exceed \$70,000.** Staff Resource: CIP Manager Martin Smith. Pg. 121
12. **An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration regarding the employment of the Town Manager. Discussion to include a six-month performance evaluation of Miranda Fisher.** Staff Resource: Town Manager Miranda Fisher.
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 and Bashas on November 13, 2025 at 6:00 p.m. in accordance with the statement filed by the Camp Verde Town Council with the Town Clerk

Leah Rhodes

Leah Rhodes, Town Clerk

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DRAFT MINUTES
TOWN OF CAMP VERDE
COUNCIL RETREAT
MAYOR AND COUNCIL
385 S. MAIN STREET
MONDAY, NOVEMBER 3, 2025 at 5:00 P.M.

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

1. Call to Order

Mayor Moore called the meeting to order at 5:00 p.m.

2. Roll Call.

Councilor Brian Bolton, Councilor Robert Foreman, Councilor Robin Godwin, Councilor Patricia Seybold, Vice Mayor Wendy Escoffier and Mayor Marie Moore. Councilor Jessie Murdock arrived at 5:01 p.m.

Also Present

Town Manager Miranda Fisher, Town Attorney Trish Stuhan, and Consultant Nicole Lance.

3. Pledge of Allegiance

Mayor Moore led the Pledge.

4. Presentation, discussion, and possible direction from Council and the Town Manager regarding operational efficiencies, teamwork, and governance alignment. Topics may include the Town's strategic plan, strategies for strengthening collaboration, rebuilding trust, maintaining focus on organizational goals, and fostering respectful and effective interactions between Council, staff, and the Town Manager. Resource: Consultant Nicole Lance.

Consultant Nicole Lance led the Council in a discussion focused around reorientation on the strategic plan, resetting relations between Council, the Mayor, and the Manager as it relates to operational efficiencies and performance expectations, and reenergizing the Council as the Town looks towards the future.

5. Adjournment

Mayor Moore adjourned the meeting at 8:23 p.m.

Mayor Marie Moore

Attest: Miranda Fisher, Town Manager

CERTIFICATION

I, Town Manager Miranda Fisher, 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 Council Retreat of the Town Council of Camp Verde, Arizona, held on November 3, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2025.

Miranda Fisher, Town Manager

DRAFT



DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL SESSION
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, NOVEMBER 5, 2025 at 5:00 P.M.

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

1. Call to Order

Mayor Moore called the meeting to order at 5:00 p.m.

2. Roll Call.

Councilor Brian Bolton (arrived at 5:03 p.m.), Councilor Robert Foreman, Councilor Robin Godwin (arrived at 5:12 p.m.), Councilor Jessie Murdock (arrived at 5:09 p.m.), Councilor Patricia Seybold, Vice Mayor Wendy Escoffier and Mayor Marie Moore.

Also Present

Town Manager Miranda Fisher, Town Attorney Amy Chan, and Town Clerk Leah Rhodes.

3. Pledge of Allegiance

Councilor Foreman led the Pledge.

4. Presentation from APS on the August 2025 power outage incident and the utility's approach to emergency management. Staff Resource: Town Manager Miranda Fisher.

Town Manager Fisher stated that Arizona Public Service (APS) will be providing a recap of the microburst incident that led to the power outage which impacted a large majority of the Town as well as an initial review of general emergency preparedness. Frank Sanderson and Brittan Wilson from APS provided an overview of the August 24, 2025, power outage affecting several distribution lines. Mr. Sanderson discussed how APS monitored and anticipated the potential impacts of the microburst, including the types of damage that could occur. Additionally, Mr. Sanderson outlined the procedures followed by APS crews in responding to power outages. Mr. Wilson reviewed the safety measures implemented to restore electricity to affected residents.

Additionally, Mr. Wilson emphasized the importance of customers keeping their contact information current to ensure they receive timely alerts and updates from APS.

Council Members expressed concerns regarding where residents would go in the event of a town-wide power outage, what contingency plans are in place, and whether the Town has facilities available to accommodate residents in need.

Town Manager Fisher stated that Public Works Director Ken Krebs, Acting Town Marshal Daniel Jacobs are working on an Emergency Operations Plan (EOP) and a Continuity of Operations Plan (COOP) at this time, which will provide an overview of how the Town responds in all those situations. Town Manager Fisher noted that there will be another work session in spring 2026 to do a more in-depth review of how the Town and its partners prepare for emergencies and what the community can do to be more prepared. Additionally, Town Manager Fisher shared that staff will be required to complete mandatory FEMA National Incident Management System (NIMS) training courses.

Town Manager Fisher, Public Works Director Krebs, Frank Sanderson and Brittan Wilson responded to questions from the Council.

5. Presentation from Chief Johnson with the Copper Canyon Fire and Medical District on the potential joint powers agreement between Verde Valley and Copper Canyon Fire Districts and update from Town staff on ways the Town can support the Fire District. Staff Resource: Town Manager Miranda Fisher.

Copper Canyon Fire and Medical District Chief Daniel Johnson led the discussion and provided an overview of a Joint Powers Agreement (JPA), which both districts are currently evaluating. A JPA is a fire authority that allows two or more fire districts to combine leadership, emergency response, and administrative functions while maintaining individual taxing authority. Chief Johnson discussed the distinctions between cost savings and cost avoidance, highlighted opportunities for operational improvements, emphasized community partnership engagement, and outlined how cost-sharing under the JPA could enhance services while balancing local control with increased service efficiency.

Mayor Moore noted that when Chief Johnson and the Copper Canyon Fire and Medical District Board last presented to the Council, they asked if there were any ways that the Town could assist them financially, especially with regard to RVs and not receiving adequate property tax for the number of individuals served on one parcel. Mayor Moore requested that Town Manager Fisher provide an update on what the Town has determined.

Town Manager Fisher shared the following updates:

- If the Town were to limit RV stays to 30 days or less, it is possible that the county may then view those properties as commercial rather than residential. Town Manager Fisher explained that only the county can determine a properties designation and therefore, even with the 30-day limitation, there is no guarantee that the county will change the taxing designation from residential to commercial.
- The Town could seek to change zoning to require all RVs lots to be separate; however, Town staff have concerns about the larger implications of changing yard and bulk standards to smaller minimum lot sizes since that would apply to all zones. Town Manager Fisher stated that staff will be assessing the possibility of an RV overlay district though, which could include modified yard and bulk standards. Town Manager Fisher also shared that through a Planned Area Development, minimum lot sizes could be modified.

- The Town can charge impact fees that would be a pass through to the district. Impact fees must be used for new infrastructure and CIPs. During the Town's development impact fee study, the possibility of charging impact fees for the fire district will be assessed.
- Under Planned Area Developments or Development Agreements, the Town can request developers consider setting aside land for the fire department for their current or future needs.

Town Manager Fisher responded to questions from the Council.

6. Adjournment

Mayor Moore adjourned the meeting at 5:58 p.m.

Mayor Marie Moore

Attest: Leah Rhodes, Town Clerk

CERTIFICATION

I, Town Clerk Leah Rhodes, hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Special Session of the Town Council of Camp Verde, Arizona, held on November 5, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2025.

Leah Rhodes, Town Clerk

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DRAFT MINUTES
TOWN OF CAMP VERDE
REGULAR SESSION (PUBLIC PORTION)
MAYOR AND COUNCIL
473 S. MAIN STREET, SUITE 106
WEDNESDAY, NOVEMBER 5, 2025 at 6:00 P.M.

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

1. Call to Order

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

2. Roll Call.

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

Also Present

Town Manager Miranda Fisher, Town Attorney Amy Chan, and Town Clerk Leah Rhodes.

3. Pledge of Allegiance

Councilor Murdock led the Pledge.

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

a) Approval of the Minutes:

- 1) Special Session (Public Portion) – October 8, 2025 at 5:00 p.m.
- 2) Special Session – October 8, 2025 at 6:00 p.m.
- 3) Special Executive Session – October 23, 2025 at 6:00 p.m.

b) Set Next Meeting, Date and Time:

- 1) Special Session – November 6, 2025 at 5:00 p.m.
- 2) Work Session – November 12, 2025 at 5:00 p.m.
- 3) Regular Session – November 19, 2025 at 6:00 p.m.
- 4) Regular Session – December 3, 2025 at 6:00 p.m.
- 5) Regular Session – December 17, 2025 at 6:00 p.m.

c) Consideration and ratification of the Town Manager's authorization of additional work under the FY26 BRIC Roof Replacement Project, expanding the project scope to include reroofing of the historic jail facility,

for a total project cost not to exceed \$25,000.00, to be completed by Harvey's Roofing. Staff Resource: CIP Project Manager Martin Smith.

- d) **Approval for the Town Finance Director to update the Town's Finance Operations Guide, per the attached updated document, raising the minimum amount required for comparative quotes under the Procurement section II-A-1 from the current \$10,000 to \$20,000.** Staff Resource: Finance Director Michael Showers.
- e) **Consideration and possible approval of Request for Qualifications #25-222 for Defense Attorney services.** Staff Resource: Town Manager Miranda Fisher.

On a **motion** made by Vice Mayor Escoffier, seconded by Councilor Seybold, the Council **moved to approve** the consent agenda.

Roll Call Vote:

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

Motion Carried 7-0.

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

Public Comment:

Melinda Jessop provided material to the Council related to her property as well as a notice of claim to the Town.

6. **Summary of Current Events.** The Town Council and the Town Manager may provide brief summaries of current events and activities. These summaries are strictly for informing the public of such events and activities. The Council will not propose, discuss, deliberate or take action on any such item, except that an individual Council member may request that the item be placed on a future agenda. Summaries may include committee meetings that Council members attend. The Committees are: Copper Canyon Fire & Medical District, Yavapai College Governing Board, Yavapai-Apache Nation, Intergovernmental Association, NACOG Regional Council, Verde Valley Regional Economic Organization (VVREO), League Resolutions Committee,

Arizona Municipal Risk Retention Pool, Verde Valley Transportation Org, Verde Valley Transit Committee, Verde Valley Water Users, Verde Valley Homeless Coalition, Verde Front, Verde Valley Steering Committee of MAT Force, Public Safety Personnel Retirement Board, Sustaining Flows, Earth Day, Camp Verde School District, Friends of the Verde River and Verde Valley Housing Advisory Committee.

The Mayor, Council and Town Manager reported on current and past events.

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

- **Administration of Oath of Office of Newly Hired Town Employees.** Staff Resource: Town Clerk Leah Rhodes.

Town Clerk Leah Rhodes swore in newly hired employees: Robert Brooks, Joshua Grissom, Joshua Hickman, Marat Shkandin, Allison Sinosky, and Oscar Zagoya.

- **Presentation on cesspools in Camp Verde and available abatement funding opportunities.** Staff Resource: Town Manager Miranda Fisher.

Town Manager Fisher reported that staff attended a presentation on cesspools that was later presented to the Yavapai County Board of Supervisors. Town Manager Fisher further stated that the report provided to Council was prepared by Matrix New World in partnership with ADEQ and included an assessment identifying numerous cesspools and the associated potential groundwater contamination risks in Camp Verde. Town Manager Fisher noted that funding is available for property owners for cesspool abatement.

Dawn Capotosti, Environmental Health Unit Manager with Yavapai County Development Services, provided information regarding county funding available for cesspool abatement and explained the application process for residents experiencing financial hardship.

Town Manager Fisher and Dawn Capotosti responded to questions from the Council.

- **Proclamation declaring November 1, 2025 as Extra Mile Day.** Staff Resource: Town Manager Miranda Fisher.

Town Manager Fisher explained that Extra Mile Day provides an opportunity to recognize individuals and organizations that demonstrate exceptional service, kindness, and leadership. The Town invited residents to submit nominations highlighting those who have “gone the extra mile” in the community. Town Manager Fisher noted that this evening’s purpose is to present the nominated individuals and requested guidance from the Council regarding how best to honor them.

Mayor Moore shared the individuals who were nominated and proclaimed

November 1, 2025 as Extra Mile Day.

The Council recommended highlighting the individuals on social media.

- **Proclamation declaring the November 10, 2025 as the United States Marine Corps 250th Birthday.** Staff Resource: Town Clerk Leah Rhodes.

Mayor Marie Moore proclaimed the November 10, 2025 as the United States Marine Corps 250th Birthday.

- **Proclamation declaring the month of November 2025 as National Homeless Youth Awareness Month.** Staff Resource: Town Manager Miranda Fisher.

Town Manager Fisher stated this month is an opportunity to bring awareness of homeless youth and that every young person deserves a safe and stable place to call home.

Mayor Marie Moore proclaimed the month of November 2025 as National Homeless Youth Month and presented the proclamation to Verde Valley Homeless Coalition Executive Director Rhonda Bishop.

- **Update on the emergency purchase of a replacement zero-turn lawnmower for the Maintenance & Grounds Department exceeding approved budget line item.** Staff Resource: Maintenance Division Manager Jeff Kobel.

Maintenance Division Manager Kobel reported that the Town's Maintenance Division is experiencing significant mechanical issues with its primary mowing equipment. Maintenance Division Manager Kobel noted that staff has evaluated options for acquiring a newer mower to support the maintenance of lawns, parks, and other landscaped areas throughout the community.

Town Manager Fisher stated that approval of the new mower falls within her administrative authority; however, Town Manager Fisher wished to inform the Council and the public regarding the allocated funding for the mower purchase because it is above what was budgeted for in FY26.

Maintenance Division Manager Jeff Kobel responded to questions from the Council.

Mayor Moore recessed the meeting for break at 6:58 p.m., and reconvened the meeting at 7:05 p.m.

8. **Discussion, consideration and possible approval to award Request for Qualifications #25-217 and authorize Town Manager Miranda Fisher to enter into a contract with Carrie Montavon to provide prosecutorial services for the Town.** Staff Resource: Town Manager Miranda Fisher.

Town Manager Fisher stated on September 3, 2025 Council approved a Request for

Qualifications (RFQ) for prosecutorial services.

Town Manager Fisher stated the Town received one RFQ submission from Carrie Montavon and strongly recommended awarding the RFQ to secure Carrie Montavon services.

On a **motion** made by Councilor Foreman, seconded by Vice Mayor Escoffier, the Council **moved to approve** awarding the Request for Qualifications #25-217 to Carrie Montavon and authorize Town Manager Miranda Fisher to enter into a contract to provide prosecutorial services for the Town.

Roll Call Vote:

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

Motion Carried 7-0.

9. **Discussion, consideration, and possible approval to award Request for Proposal #25-215 and authorize Town Manager Miranda Fisher to enter into a contract with Axis Culture Group to provide tourism and economic development marketing professional services not to exceed \$72,000.00.** Staff Resource: Economic Development Specialist Crisi Clark.

Economic Development Specialist Clark stated a Request for Proposal for the Town's Tourism Marketing Plan was released and nine proposals were reviewed by a scoring committee. Town staff are seeking approval to contract with Axis Culture Group for professional marketing services.

Joe Klein, Owner of Axis Culture Group, and McKenzie Oakly, Company Growth Director, introduced themselves and expressed their enthusiasm for the opportunity to collaborate with the Town following meetings with Town staff and community members.

On a **motion** made by Vice Mayor Escoffier, seconded by Councilor Foreman, the Council **moved to approve** contracting with Axis Culture Group for Tourism and Economic Development Marketing Professional Services not to exceed \$72,000.

Roll Call Vote:

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

Motion Carried 7-0.

10. **Discussion, consideration and possible direction regarding claim filed by Tierra Verde Builders related to claims that sentiment in Town's water line damaged equipment at 3700 West Cherry Creek Road, which was denied by the Arizona Municipal Risk Retention Pool due to untimely filing, and for which the owners are requesting reconsideration.** Staff Resource: Town Manager Miranda Fisher.

Town Manager Fisher provided an overview and context of the claim and stated the Arizona Municipal Risk Retention Pool (AMRRP) denied the claim. AMRRP denied the claim on the basis that it was not filed withing the required 180-day window, as stipulated under the Pool's policy and Arizona law. Town Manager Fisher stated the claimant, Ben Bassous, owner of Tierra Verde Builders, requested the Council's reconsideration of the claim.

Owner of Tierra Verde Builders Ben Bassous provided an overview of the incident of alleged rocks and sediment in the Town's water line that entered into Mr. Bassous' testing system during a fire pump test, damaging their rotating assembly and impeller. Mr. Bassous stated after ordering, receiving and installing replacement parts he submitted the claim.

Town Manager Fisher, Town Attorney Amy Chan and Ben Bassous responded to questions and concerns from Council.

Mayor Moore recessed the Regular Session at 7:37 p.m. to go into Executive Session.

On a **motion** made by Mayor Moore, seconded by Vice Mayor Escoffier, the Council **moved to convene** into Executive Session to seek legal advice regarding Item 10.

Roll Call Vote:

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

Motion Carried 7-0.

Mayor Moore reconvened the Regular Session at 7:58 p.m.

On a **motion** made by Councilor Godwin, seconded by Councilor Murdock, the Council **moved to deny** Tierra Verde Builders claim.

Roll Call Vote:

Councilor Bolton: aye
Councilor Seybold: aye
Councilor Foreman: abstain

Councilor Murdock: aye
Councilor Godwin: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
Motion Carried 6-0.

11. **Public Hearing:** Discussion, consideration, and possible approval of Resolution 2025-1195 to the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, for Use Permit #2025-0054 for the expansion of the Camp Verde Marshal's Office Evidence Impound Lot located at 646 South 1st Street, Camp Verde, AZ, 86322 Assessor's Parcel number (APN) 404-28-060B with conditions. Staff Resource: Special Initiatives Manager Cliff Bryson.

Staff Comments: Special Initiatives Manager Cliff Bryson stated on behalf of Civilian Commander Darby Martin the use permit for parcel number 404-28-060B is for the expansion of the Camp Verde Marshal's Office evidence impound lot. Special Initiatives Manager Bryson provided an overview of the use permit, surrounding area and zoning maps, site description and present use, surrounding properties and neighborhood, timeline of the use permit application, public participation, use permit review, use permit analysis and staff recommendation.

Open Public Hearing: Mayor Moore opened the public hearing at 8:16 p.m. and there were no speakers.

Close Public Hearing: Mayor Moore closed the public hearing at 8:16 p.m.

Council Discussion: Mayor Moore questioned if the Town is exempt from zoning codes. Town Manager Fisher provided legal advice from Town Attorney Jon Paladini that under Arizona Law, the Town is not required to follow its own zoning code.

Town Manager Fisher and Special Initiatives Manager Bryson responded to questions from Council.

On a **motion** made by Councilor Godwin, seconded by Vice Mayor Escoffier, the Council **moved to approve** Resolution 2025-1195 for Use Permit #2025-0054.

Roll Call Vote:

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

Motion Carried 7-0.

12. **Discussion and possible direction on the amended lease agreement negotiations between the Town and the Camp Verde Arena Association.** Staff Resource: Town Manager Miranda Fisher.

Town Manager Fisher stated at the August 17 Council meeting, there was a work session held with the Camp Verde Arena Association and at that time it was determined by both parties that we were going to work on an amended lease and the Council requested that the amended lease come back before Council on November 5, 2025.

Town Manager Fisher stated on September 22, 2025, she and Town Attorney Suhan met with Camp Verde Arena Association (CVAA) Attorney, Joe Butner, to review the existing lease and discuss and propose revisions.

Town Manager Fisher stated a draft agreement was sent to Attorney Butner on October 1, 2025. Town staff did not receive a response, and a reminder was sent to CVAA's leadership team advising Town staff had not heard back from Attorney Butner. Town Manager Fisher stated that her and Town Attorney Stuhan met with Attorney Butner on November 3rd to work discuss a red-line version of the agreement. A copy of the redlined amended agreement was provided to the Council at the meeting. Town Manager stated CVAA representatives have expressed a desire to move forward with negotiating the amended lease but indicated they need additional time to complete the internal review and finalize the proposed revisions.

Several Council members expressed support for proceeding with a Request for Proposal (RFP) for the Arena, while others favored advancing discussions with CVAA on a final lease agreement amendment, with the intent of bringing it forward for Council approval at the December meeting.

CVAA Representative Mr. Stacey Barker apologized for the delay with the agreement due to Fort Verde Days. Mr. Barker stated the CVAA Membership will meet on November 13, 2025 to review the new redline version of the amended agreement.

Town Manager Fisher stated her recommendation was to bring the final amended lease agreement that reflects the Town's expectations back to Council for approval on December 3, 2025.

Mayor Moore suggested an Executive Session for Council to review the redline version of the draft agreement that was provided that evening.

Town Manager Fisher suggested an Executive Session for Council on November 10, 2025.

The Council agreed to meet in Executive Session on November 10, 2025 at 6:00 p.m.

Town Manager Fisher responded to questions from Council and provided an overview of the process if the CVAA lease agreement was not approved.

13. Adjournment

Mayor Moore adjourned the meeting at 8:51 p.m.

Mayor Marie Moore

Attest: Leah Rhodes, Town Clerk

CERTIFICATION

I, Town Clerk Leah Rhodes, hereby certify that the foregoing Minutes are a true and accurate accounting of the actions of the Mayor and Common Council of the Town of Camp Verde during the Regular Session of the Town Council of Camp Verde, Arizona, held on November 5, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2025.

Leah Rhodes, Town Clerk

DRAFT

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DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL JOINT SESSION (PUBLIC PORTION)
MAYOR AND COUNCIL
PLANNING & ZONING COMMISSION
PARKS & RECREATION COMMISSION
473 S. MAIN STREET, SUITE 106
THURSDAY, NOVEMBER 6, 2025 at 5:00 P.M.

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

1. Call to Order

Mayor Moore called the meeting to order at 5:00 p.m.

2. Roll Call.

- a) Town Council:** Councilor Brian Bolton, Councilor Robert Foreman, Councilor Robin Godwin, Councilor Jessie Murdock, Councilor Patricia Seybold, Vice Mayor Wendy Escoffier, and Mayor Marie Moore.
- b) Planning & Zoning Commission:** Commissioner Andrew Faiella, Commissioner Peter Gutierrez, Commissioner Monte Pierce (absent), Commissioner Todd Scantlebury (absent), Commissioner Renee Hall, Vice Chairperson Cris McPhail, and Chairperson Bill Tippet.
- c) Parks & Recreation Commission:** Commissioner Glenda Duncan (absent), Commissioner Mary Hughes, Commissioner Zach McKay (absent), Commissioner Victoria O'Malley, Vice Chairperson Candra Faulkner (absent), and Chairperson Dave Grondin (arrived at 5:55 p.m.).

Town Clerk Leah Rhodes stated that due to a lack of quorum, the Parks and Recreation Commissioners will be designated as also in attendance.

Also Present

Town Manager Miranda Fisher, Special Initiative Manager Clif Bryson, Acting Senior Planner Cory Mulcaire, Commissioner Mary Hughes, Commissioner Victoria O'Malley, Chairperson Dave Grondin and Town Clerk Leah Rhodes.

3. Pledge of Allegiance

Councilor Murdock led the Pledge.

Mayor Moore read Agenda Item 4.

Mayor Moore recessed the Special Joint Session at meeting at 5:06 p.m. to go into

Executive Session for Item 4.

A **motion** was made by Councilor Murdock to go into Executive Session for Item No. 4. Vice Mayor Escoffier seconded the motion.

Roll Call Vote:

Councilor Bolton: aye
Councilor Foreman: aye
Councilor Godwin: aye
Councilor Murdock: aye
Councilor Seybold: aye
Vice Mayor Escoffier: aye
Mayor Moore: aye
Commissioner Faiella: aye
Commissioner Gutierrez: aye
Commissioner Hall: aye
Vice Chairperson McPhail: aye
Chairperson Tippet: aye

Motion Carried 12-0.

4. **An executive session pursuant to A.R.S. § 38-431.03(A)(2) and (A)(9) for discussion of confidential law enforcement training protocols; the purpose of the executive session is to discuss security plans, procedures, and assessments relating to the safety of public buildings and facilities and provide active shooter training to public officials.** Staff Resource: Special Initiative Manager Cliff Bryson, Sergeant Dustin Richardson, Detective Kristin Robertson, and Deputy Hannah Bowers.

Mayor Moore reconvened the meeting at 7:22 pm. No action was taken.

5. **Adjournment**

Mayor Moore adjourned the meeting at 7:22 p.m.

Mayor Marie Moore

Attest: Miranda Fisher, Town Manager

CERTIFICATION

I, Town Manager Miranda Fisher, 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 Joint Session of the Town Council of Camp Verde, Arizona, held on November 6, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2025.

Miranda Fisher, Town Manager



DRAFT MINUTES
TOWN OF CAMP VERDE
SPECIAL SESSION (PUBLIC PORTION)
MAYOR AND COUNCIL
385 S. MAIN STREET
MONDAY, NOVEMBER 10, 2025 at 6:00 P.M.

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

1. Call to Order

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

2. Roll Call.

Councilor Brian Bolton, Councilor Robert Foreman, Councilor Robin Godwin, Councilor Patricia Seybold, Vice Mayor Wendy Escoffier and Mayor Marie Moore. Councilor Jessie Murdock arrived at 6:01 p.m.

Also Present

Town Manager Miranda Fisher and Town Attorney Amy Chan.

3. Pledge of Allegiance

Mayor Moore led the Pledge.

Mayor Moore read Agenda Item 4.

A **motion** was made by Councilor Foreman to go into Executive Session for Item No. 4. Councilor Seybold seconded the motion.

Roll Call Vote:

Mayor Moore: aye

Vice Mayor Escoffier: aye

Councilor Bolton: aye

Councilor Foreman: aye

Councilor Godwin: aye

Councilor Murdock: aye

Councilor Seybold: aye

Motion Carried 7-0.

- 4. An executive session pursuant to A.R.S. § 38-431.03(A)(3), (A)(4) and (A)(7) for discussion or consultation for legal advice and to instruct its attorneys regarding contracts that are subject to negotiation for the lease of real property; all related to**

an amendment to the Rodeo Grounds Lease Agreement between the Town of Camp Verde and the Camp Verde Arena Association. Staff Resource: Town Manager Miranda Fisher.

The Council returned back to the Special Session at 7:51 pm.

5. Adjournment

Mayor Moore adjourned the meeting at 7:51 p.m.

Mayor Marie Moore

Attest: Miranda Fisher, Town Manager

CERTIFICATION

I, Town Manager Miranda Fisher, 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 November 10, 2025. I further certify that the meeting was duly called and held, and that a quorum was present.

Dated this _____ day of _____, 2025.

Miranda Fisher, Town Manager



Meeting Date: November 19, 2025

Agenda Item Type:

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

Requesting Department: Town Manager

Staff Resource: Town Manager Miranda Fisher

Agenda Title: Consideration and possible approval to reallocate \$3,000 in Community Outreach Funds awarded to the Senior Citizens of Camp Verde, Inc. for window replacement, in lieu of the originally approved project for fan and screened door installation.

Attached Documents:

- Request from Senior Citizens of Camp Verde, Inc.'s Board President Candra Faulkner
- Senior Citizens of Camp Verde, Inc.'s Original Application

Estimated Presentation Time: N/A

Estimated Discussion Time: N/A

Reviewed By:

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

Financial Review (if applicable):

- Funding Source / GL Account Number: Community Outreach Funds
- Approved in the FY25 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

Town Council budgeted \$50,000 in Community Outreach Funds in FY25 to aid non-profits who serve our community. Town Council opted not to distribute these funds right at the start of the fiscal year due to the challenging financial position the Town was in. Since we are nearing the end of FY25, Town staff feel that the Departments have done enough with regard to savings and cutting back on expenditures, that the Council could move forward with distributing these funds.

At the May 7, 2025 meeting, the Town Council approved releasing an application for non-profits to complete requesting funding. The application was released on May 9, 2025 with a due date of June 5, 2025. At the June 16, 2025 meeting, the Town Council determined how they wanted to allocate the funds among the 32 applicants.

The Senior Citizens of Camp Verde, Inc. was one of the organizations awarded \$3,000 in Community Grant Funds. The original proposal identified the installation of fans and a screened door as the intended use of funds. On October 6, 2025, the organization's Board President, Candra Faulkner, submitted a written request to redirect the funds toward a window replacement project instead.



Town Council Agenda Information Memorandum

Mrs. Faulkner's request was forwarded to Town Council for consideration. Mayor Moore directed that the item be placed on the Consent Agenda to allow for an official vote, as the initial allocation of funds was approved through formal Council action.

Connection to the [FY25-FY30 Strategic Plan](#)

This initiative aligns with the Strategic Plan by strengthening support for local non-profits that directly serve Camp Verde residents.

Question(s) before the Council:

- Does the Council approve the Senior Citizens of Camp Verde, Inc.'s request to use the funds for a window replacement?

Miranda Fisher

From: C Faulkner <cf.a1business@gmail.com>
Sent: Monday, October 6, 2025 4:52 PM
To: Miranda Fisher
Subject: Request to Reallocate Grant Funds Toward Window Replacement at the Camp Verde Senior Center

Follow Up Flag: Flag for follow up
Flag Status: Completed

Hi Miranda,

I hope you're doing well.

It was recently discovered that the windows in one section of the Senior Center have developed extensive water damage inside the seals. The seals have failed, allowing moisture to enter the walls, which could lead to further issues if not addressed soon.

Given the urgency of this repair, I'd like to request approval to redirect the \$3,000 grant funds—originally awarded for the installation of fans and screened doors—toward the replacement of the damaged windows. While this wasn't the specific project outlined in our original proposal, the intent of the grant was to improve ventilation and cooling efficiency within the building. Replacing the windows would directly support that same goal while preventing further structural deterioration.

Would it be possible to use the grant funds for this purpose? If so, please let me know if there is any additional information or documentation I can provide at this time to support the request.

Thank you for your consideration and for your continued support of the Camp Verde Senior Center.

Warm regards,
Candra Faulkner
President, Board of Directors
Senior Citizens of Camp Verde, Inc.

RECEIVED*By Town Clerk's Office at 9:09 am, Jun 04, 2025*

Camp Verde Community Outreach Funds Application

The Town of Camp Verde is now accepting applications for Community Outreach Funds. A total of \$50,000 was allocated in the FY25 budget to support non-profit organizations that serve our community. While distribution of these funds was initially delayed due to budgetary constraints, the Town Council is pleased to report that through departmental savings and reduced expenditures, the Town is now in a position to move forward with awarding these funds. Eligible non-profits are encouraged to apply. **Applications are due by 5:00 p.m. on June 5, 2025.**

* Required

1. Application Date *

6/3/2025



2. Organization Name *

Senior Citizens of Camp Verde, Inc.



3. Primary Contact Name *

Candra Faulkner, Board President

4. Primary Contact Email *

cf.a1business@gmail.com

5. Primary Contact Phone Number *

928-301-0904



6. EIN Number *

94-2887595

7. Eligibility Verification: Does your organization directly serve the Camp Verde community? *

☒ Yes☐ No

8. Eligibility Verification: Is your organization in good standing with the State of Arizona? *

☒ Yes☐ No

9. What is your organization's mission statement? *

Our mission is to provide an environment which encourages seniors to keep active in mind, body, and spirit. To meet other friends and to share interests with others who enjoy living their life to its fullest! This will be accomplished by promoting the physical, intellectual, emotional, social, and economic well-being of older



10. Please describe the services your organization provides to the Town of Camp Verde. *

The Senior Citizens of Camp Verde is dedicated to supporting and enriching the lives of adults aged 50 and better. Our center serves as a community hub where seniors can connect, engage, and thrive. We offer a welcoming space for group activities, games, and social interaction.

Our lunch hall provides nutritious weekday meals in a warm, communal setting, fostering both wellness and camaraderie. Throughout the year, we host a variety of special events and holiday celebrations that bring people together and strengthen community bonds.

11. How many households and/or individuals do you serve in Camp Verde? *

While we currently have 48 paid members, the Senior Citizens of Camp Verde Center serves a much broader segment of the community. We are open to the public and welcome anyone aged 50 and over to participate in our programs and services. There is no age restriction to enjoy lunch at the center, and local

12. How much funding are you requesting from the Town of Camp Verde?

(Note: The Town only has \$50,000 to distribute in FY25) *

\$3,000

13. If awarded, how would you use the funds?

(Note: A budget for the proposed project or services must be emailed to the Town as a part of this application - see details below) *

If awarded, the funds would be used to improve airflow and interior comfort at our facility by purchasing and installing three high-quality, commercial-grade screen doors and four durable, energy-efficient wall-mounted fans. These improvements will help ventilate the building and circulate fresh air—particularly important because our facility relies solely on evaporative coolers and lacks traditional air conditioning.

During the hotter months, our current cooling system struggles to keep the space comfortable, creating challenges for the seniors we serve, staff, and volunteers. The addition of screen doors will not only promote healthy cross-ventilation, but they are also vital in keeping flies and other insects out of the facility—an essential

14. What other sources of funding does your organization receive? *

The Senior Citizens of Camp Verde Center is primarily funded through sales from our thrift store, which provides the majority of our operating income. Membership dues and meal sales also contribute to our overall revenue. Additional support comes from community donations, fundraising events, and occasional small grants. We operate on a lean budget and rely heavily on the dedication of

15. Acknowledgements: Please check all the boxes to confirm compliance and understanding. *

- ☒ Our organization is a registered non-profit in good standing with the State of Arizona.
- ☒ Our organization understands that submission does not guarantee funding.
- ☒ Our organization will email a budget for the proposed project or services to the Town of a part of this application. Budgets can be sent to laura.keesler@campverde.az.gov.
- ☒ A representative from our organization will attend the Town Council meeting on Wednesday, June 18th @ 6pm to answer any questions the Council may have regarding our application. (Note: Preference is for in person attendance; however, the representative can join virtually via Zoom if needed).

If awarded, our organization agrees to submit a brief report by the end of the calendar



year 2025 describing how the funds were used and if the funds will need to be carried into a future fiscal year.

16. Confirmation: By initialing below, I understand that in order for my application to be deemed complete, I must email the budget for the proposed project or services and any additional documentation to be shared with Council to Administrative Clerk Laura Keesler laura.keesler@campverde.az.gov by the application deadline of June 5, 2025 @ 5pm. Subject line for the emails should be "Community Outreach Funds Supplemental Documentation - [Organization's Name]". *

Candra Faulkner, Board President



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Meeting Date: November 19, 2025

Agenda Item Type:

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

Requesting Department: Planning & Zoning Commission

Resource: Planning & Zoning Commission Chair Bill Tippet

Agenda Title: Planning & Zoning Commission Quarterly Update

Attached Documents: Q3 2025 Update

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviewed By:

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

Financial Review (if applicable): N/A

- Funding Source / GL Account Number:
- Approved in the FY25 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

Planning & Zoning Commission Chair Bill Tippet will present an update on the Planning & Zoning Commission's activities from July – September 2025.

Connection to the [FY25-FY30 Strategic Plan](#)

Keeping the Town Council and community informed about the work of Boards and Commissions exemplifies Effective Governance.

Question(s) before the Council:

- Does the Council have any questions for Chair Tippet?

TOWN OF CAMP VERDE – PLANNING & ZONING COMMISSION

Q3 2025 Update before Council:

THURSDAY July 10, 2025, at 6:00 P.M. - Canceled

THURSDAY July 24, 2025, at 6:00 P.M. - Regular Session

- Unanimously recommended issuing a Use Permit (#2024-0484M) to operate a Mining operation for the extracting of existing earth material for sale, with conditions, located between State Route 260 and old State Hwy 279 on North Aultman Parkway. As you all know, a great project with good stewards that is extracting the most value from the land and will ultimately be a good piece of developable property.
- Reviewed Circulation and Transportation draft element of the General Plan.

THURSDAY August 14, 2025, at 6:00 P.M. - Regular Session

- Reviewed and discussed a text amendment application that would encompass all properties in the R1L Zoning District that are 40 or more contiguous acres. The purpose of the amendment was to add “wedding venues” as a use subject to a Use Permit under the R1L (Residential – Single Family Limited) zoning district.
 - Motion was made and unanimously approved to deny recommendation to amend text that would allow wedding venues to be reviewed on a case-by-case basis through the Town’s established Use Permit process.
- Reviewed Open Space, Outdoor Recreation, Trails, and Environmental Planning & Land Use draft elements of the General Plan.

THURSDAY August 28, 2025, at 6:00 P.M. - Regular Session

- Review and discussion of HB 2447 regarding the new required administrative review approvals and possible self-certification considerations.
 - Town Attorney Jon Paladini presented to the Commission the legal and procedural implications of HB 2447 for the Town of Camp Verde.
 - The Commission shared their concerns with HB 2447 but acknowledged that this bill was a state legislative decision, and therefore, not within their control. The Commission expressed support for Town staff’s recommendations regarding continuing public notices about applications and not including a self-certification provision.
- Reviewed Water Resource and Historical draft elements of the General Plan.

THURSDAY September 11, 2025, at 6:00 P.M. – Canceled

THURSDAY September 25, 2025, at 6:00 P.M. - Canceled



Meeting Date: November 19, 2025

Agenda Item Type:

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

Requesting Department: Parks & Recreation Commission

Resource: Parks & Recreation Commission Chair Dave Grondin

Agenda Title: Parks and Recreation Commission Quarterly Update

Attached Documents: Q3 2025 Update

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviewed By:

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

Financial Review (if applicable): N/A

- Funding Source / GL Account Number:
- Approved in the FY25 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

Parks & Recreation Commission Chair Dave Grondin will present an update on the Parks & Recreation Commission's activities from July – September 2025.

Connection to the [FY25-FY30 Strategic Plan](#)

Keeping the Town Council and community informed about the work of Boards and Commissions exemplifies Effective Governance.

Question(s) before the Council:

- Does the Council have any questions for Chair Grondin?

Q3 PnR Commission Report to Town

11/19/25

Thank you once again for the opportunity to give you a brief description of the work of the PnR commission for the 3rd quarter.

It is relatively brief due to only having 2 meetings. However the quarter started in July, with a very busy participation in the planning and subsequent on site involvement in the Corn Fest. Commission members were on site to help set up, tear down and control entry points. With a few post Corn Fest ideas for improvement for the 2026 event.

Since then commission members continue to attend various committees and groups as liaison members of the numerous organizations.

We continue to monitor & participate the PnR master plan, the General Plan and relative strategic planning.

As busy as this town is with all the plans and activities it seems the commission is able to, for the most part, stay as active participants.

Thank you once again for your valuable time.

Dave Grondin
Commission Chair



Meeting Date: November 19, 2025

Agenda Item Type:

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

Requesting Department: Community Development

Staff Resource: Town Manager / Interim Community Development Director Miranda Fisher & Acting Senior Planner Cory Mulcaire

Agenda Title: Overview of Animal Control Services in the Town of Camp Verde, including procedures for handling animal-related complaints, recent reorganization transitioning Animal Control out of the Camp Verde Marshal's Office to Community Development, and future funding considerations to strengthen division operations.

Attached Documents:

- Animal Cruelty Investigation Training Flyer
- Town Municipal Code Ch. 6 – Animals:
https://library.municode.com/az/camp_verde/codes/town_code?nodeId=CH6AN

Estimated Presentation Time: 15 minutes

Estimated Discussion Time: 15 minutes

Reviewed By:

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

Financial Review (if applicable):

- Funding Source / GL Account Number: Animal Control budgets have been moved from CVMO to CDD.
- Approved in the FY26 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

The purpose of this presentation is to provide Council with an overview of the Town's Animal Control operations following the transition from the Camp Verde Marshal's Office to the Community Development Department. Staff will discuss the reasons for the organizational change, current functions and procedures, opportunities for future partnerships, and proposed FY27 funding priorities to further strengthen Animal Control services and community support.

REASON FOR TRANSITION

Animal Control was transitioned from the Camp Verde Marshal's Office (CVMO) to the Community Development Department (CDD) in FY26 to better align operations with the Town's code compliance functions.

Animal Control enforces Town codes in a manner similar to Code Enforcement, while the Marshal's Office primarily enforces criminal law. Under CVMO, Animal Control lacked the structural support and



Town Council Agenda Information Memorandum

supervision necessary for long-term operational success. Moving Animal Control to CDD provided stronger leadership, peer collaboration, and direct alignment with staff performing similar enforcement duties.

The transition also enabled the creation of a rotating on-call schedule, ensuring that Animal Control has consistent coverage and can respond to calls or provide after-hours education when needed.

CURRENT OPERATIONS

Animal Control's primary mission is to protect public health and safety by enforcing non-criminal, animal-related ordinances under Town Code Chapter 6 and applicable state laws. The division works to minimize animal incidents, promote responsible pet ownership through education and enforcement, and ensure the humane care, impoundment, and disposition of animals.

Operating under the supervision of the Community Development Senior Planner, and in coordination with the Camp Verde Marshal's Office (CVMO) and the Town Prosecutor, Animal Control has authority to issue warnings, citations, and pursue enforcement actions consistent with due process requirements.

Primary Duties

Animal Control's day-to-day responsibilities include:

- Patrolling for dogs at large and restraint violations (§6-1-2)
- Investigating complaints, including bites and quarantine under ARS §11-1014 and §6-1-9
- Enforcing nuisance and welfare provisions such as:
 - Licensing and vaccination compliance (§6-1-5)
 - Waste removal requirements (§6-1-4)
 - Excessive noise (§6-1-6)
 - Limits on the number of dogs and cats (§6-1-3)
 - Stray livestock and feral animal management (§6-1-7)

Officers humanely capture, transport, and impound animals where appropriate; document each case from intake to release, adoption, or euthanasia per Town policy and state regulations; and lead community education on rabies prevention, licensing, and spay/neuter awareness.

Scope of Authority

Animal Control's scope is intentionally limited to domestic animal enforcement within Town limits.

- The division does not respond to wildlife issues, veterinary emergencies, or rescues outside Camp Verde.
- Feral cats are only taken in when they are injured or ill, consistent with Town policy.
- When cases involve potential criminal conduct (ie: cruelty or reckless endangerment), Animal Control coordinates with CVMO for the appropriate law enforcement response.
- The Town does not operate a full-service shelter; instead, Animal Control partners with humane societies and rescue organizations for temporary care, adoption, and rehoming support.

For vicious, destructive, or dangerous animals (Article 6-2), Animal Control:

- Conducts evaluations and owner notifications (§6-2-4)



Town Council Agenda Information Memorandum

- Issues orders of compliance (confinement, signage, insurance, identification, spay/neuter) (§§6-2-5 – 6-2-6)
- Performs inspections and follow-ups (§6-2-7)
- May impound animals immediately when an imminent danger exists (§6-2-2(G))

Animals at Large

Under Town Code §6-1-2, it is unlawful for an owner to allow a dog to be “at large” within the Town limits. Animal Control officers may respond to calls involving stray or loose domestic animals to protect public safety and minimize nuisance issues.

However, because the Town does not currently operate a full-service shelter, Animal Control is unable to impound every animal at large. The Town’s small quarantine facility must remain available for animals under rabies observation or bite-related confinement, which means there is limited capacity to house general strays.

As a result, Animal Control typically responds to animals at large only when additional factors are present, such as:

- The animal is aggressive, injured, or posing a public safety hazard
- The animal has bitten or attempted to bite a person or another animal
- The animal is creating a traffic hazard or interfering with property
- The animal is in distress or in immediate need of care

For non-aggressive, healthy animals simply found loose, Animal Control may not respond immediately, or at all, especially after hours. After-hours response is reserved for emergency situations involving public safety or animal welfare concerns. During normal business hours, officers will attempt to locate the owner, facilitate voluntary compliance, or coordinate with residents, rescues, or the Humane Society (when space is available).

LEGAL FRAMEWORK

Non-Criminal / Administrative Enforcement (Animal Control – CDD)

Most Chapter 6 matters are civil or administrative in nature and are led by Animal Control. These focus on education, voluntary compliance, and municipal citation authority. Examples include:

- Licensing and vaccination requirements (§6-1-5)
- Dogs at large or restraint issues (§6-1-2)
- Nuisance and noise complaints (§6-1-6)
- Waste removal and sanitation (§6-1-4)
- Animal count/keeping limits (§6-1-3)
- Dangerous-animal declarations and orders of compliance (§6-2-3 – 6-2-8)
- Quarantine administration and impound/boarding fees (§6-1-9, 6-1-12)

Animal Control issues warnings, citations, or orders of compliance and ensures due process through notice, hearing, and appeal rights.



Town Council

Agenda Information Memorandum

Criminal Enforcement (CVMO / Town Prosecutor / County Attorney)

Criminal enforcement involves cases where the offense is classified as a misdemeanor or felony under Town Code or state law. These are led by the Marshal's Office, with Animal Control providing documentation and expert support. Examples include:

- Vicious or destructive animals—Class 1 misdemeanor offenses, daily non-compliance with magistrate orders, and penalties up to \$2,500 fine, six months jail, and three years' probation (§6-2-2, §6-2-9)
- Interference with an Animal Control Officer (§6-1-1(C))
- Animal cruelty, neglect, or fighting—felony/misdemeanor under ARS §13-2910 et seq.
- Obstruction or refusal to comply with lawful orders (ARS §13-2402)
- Reckless endangerment or criminal negligence where animal behavior creates substantial risk (ARS §13-1201)

HUMANE SOCIETY PARTNERSHIP

The Town previously had a contract with the Verde Valley Humane Society, which allowed Animal Control to transport and surrender animals directly to their facility. However, that contract has since lapsed. As a result, the Town currently has no standing agreement for animal intake, meaning each time an animal needs placement, staff must either appeal to the Humane Society to accept the animal at no cost or work with local agencies and rescues to find a temporary solution. This includes the Verde Valley and Sedona Humane Society's as well as ones in the valley, Flagstaff and Prescott.

It is the Town's preference to reestablish a formal contract with a regional shelter to ensure predictable intake and cost structure. Staff are in the process of obtaining financial information from potential partners for consideration during the FY27 budget cycle. Having a contract in place would provide a clear, reliable process for surrendering animals without requiring advance approval each time, improving operational efficiency and animal welfare outcomes.

EDUCATION & OUTREACH

The Town recently partnered with the Arizona Humane Society to host an Animal Cruelty Investigation Training for animal control officers and law enforcement personnel. Following the success of that session, the Arizona Humane Society has offered to provide a community-focused training on the same topic. This public session will take place on Wednesday, December 10, 2025, from 4-7pm at the Cottonwood Community Center.

This training represents one of several educational and outreach initiatives CDD intends to pursue related to animal control education, public awareness, and community engagement.

Connection to the [FY25-FY30 Strategic Plan](#)

By maintaining consistent enforcement of animal-related ordinances and prioritizing cases that pose health or safety risks, Animal Control helps create a safer and more livable community.

Question(s) before the Council:

- Does Council have any questions for staff?

ANIMAL CRUELTY INVESTIGATION TRAINING



December 10, 2025

4 - 7 p.m.

**Cottonwood Recreation
Center**

150 S. 6th St.

Cottonwood, AZ 86326

Experts from the Arizona Humane Society will teach you the basics on conducting animal cruelty investigations, including:

- Arizona animal cruelty code
- Steps in an investigation
- Dog fighting, cock fighting and hoarding investigations
- How forensics can assist in your investigation.

This three-hour course is free to attend and will assist community members in recognizing animal cruelty, and understand how it is investigated.

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Meeting Date: November 19, 2025

Agenda Item Type:

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

Requesting Department: Town Manager

Staff Resource: Town Manager Miranda Fisher

Agenda Title: Status update on agenda items discussed by Town Council in Q3 2025.

Attached Documents:

- Q3 2025 Council Actions & Implementation Status Report

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 5 minutes

Reviewed By:

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

Financial Review (if applicable):

- Funding Source / GL Account Number:
- Approved in the FY25 Budget? ☐ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☐ N/A ☐ Other:

Background Information:

At the request of Councilor Bolton, the Town Manager will provide a quarterly update on the status of agenda items approved in the preceding quarter. The attached report offers a comprehensive summary of actions taken by the Town Council during the third quarter of 2025 (July - September), along with the current status of each initiative.

Connection to the [FY25-FY30 Strategic Plan](#)

This report reflects the Town's continued commitment to advancing Council priorities and achieving strategic goals.

Question(s) before the Council:

- Does the Council have any questions for staff?

Q3 2025 Council Action Status Report

This report provides a comprehensive summary of some of the actions taken by the Town Council in the third quarter of 2025 (July – September) and the current status of those initiatives.

REGULAR SESSION: JULY 2, 2025

Discussion, consideration, and possible approval of a reimbursement request submitted under the Planning Fee Refund, Waiver, and Reduction Policy for Permit #20230388 in the amount of \$4,000.00 for Rob and Sigrid Eberwein, property located at 111 S. River Cave Road.

Status Update: Town Council approved a partial refund to Mr. Bassous on behalf of his client, Rob and Sigrid Eberwein, in the amount of \$2,000. The check request was processed by Finance.

Discussion, consideration, and possible approval of a reimbursement request submitted under the Planning Fee Refund, Waiver, and Reduction Policy for Permit #20240291M in the amount of \$23,958.00 for Laura Kessler, property located at 1424 W Davidson.

Status Update: Town Council denied the refund request submitted by Mr. Bassous on behalf of his client, Laura Kessler. On August 11, 2025, Ms. Kessler contacted Town staff to inquire about the appeal process. Town Manager Miranda Fisher responded, stating: “Council has already voted on your refund request, and there is no mechanism in our policy for an appeal. That said, if you’d like to petition Council for reconsideration, please feel free to write a letter and send it to me so I can distribute it to Council.” To date, no letter requesting reconsideration has been received. Ms. Kessler did request a meeting with Town Manager Fisher; however, the meeting has not yet occurred.

Discussion, consideration, and possible approval of a reimbursement request submitted under the Planning Fee Refund, Waiver, and Reduction Policy for Permit #20230573 in the amount of \$16,000.00 for Teresa Proper, property located at 100 Montezuma Castle Highway.

Status Update: Town Council approved a partial refund to Mr. Bassous on behalf of his client, Teresa Proper, in the amount of \$8,000. The check request was processed by Finance.

Discussion, consideration and possible approval to authorize staff to enter into a contract with Sustainability Partners to construct an extension to the Town’s wastewater system in and around the Black Bridge area.

Status Update: At the meeting, Town Council expressed that the Black Bridge sewer system was not the appropriate project to pursue at this time and directed Town staff and Sustainability Partners to focus instead on evaluating a commercial project to explore this financial partnership under. In response, Town staff and Sustainability Partners are currently assessing potential water projects in the Highway 260/I-17 interchange area.

Council did authorize staff to work with legal counsel to develop a Master Utility Service Agreement to formally engage Sustainability Partners. That agreement is scheduled to be presented to Council on December 3, 2025.

Discussion, consideration and possible approval of Resolution 2025-1186, approving and authorizing the execution and delivery of a financial assistance agreement with the Water Infrastructure Finance Authority of Arizona for the arsenic treatment and electrical infrastructure updates at the Mongini Well site.

Status Update: The necessary documentation to release funding for this project has been completed. Town staff are working with NCS Engineering, the firm whose costs were covered by ADEQ, to design the arsenic treatment system. The design for the Mongini arsenic treatment system is complete; however, questions remain regarding the appropriate media to use and whether the Town should consider coagulation. Staff are currently evaluating the long-term maintenance costs associated with both options.

The WIFA funding also includes the arsenic treatment system for the Verde River Estates well site. That design has been completed and submitted to ADEQ for review. ADEQ has provided follow-up questions, which NCS and Town staff are actively working to address.

Electrical infrastructure updates for both wells will occur at the time of arsenic treatment installation.

SPECIAL SESSION: JULY 9, 2025

Consideration and possible awarding of the Financial Auditing Services contract to CliftonLarsonAllen LLP.

Status Update: CLA LLP has been working with Finance Director Michael Showers over the past few months to complete the FY25 audit. The final audit report is expected to come before Council in the next few months.

Discussion, consideration, and possible award of Bid No. 25-210, Dickison Circle Drainage Improvements Project, to Mulcaire & Son Contracting, LLC in the amount of \$291,059.80.

Status Update: All culverts have been installed and the supporting infrastructure is now in place. The contractor is currently focused on restoring the site.

Discussion and consideration of amending the established hours for Town public facilities.

Status Update: The Town successfully transitioned to closing on Fridays for certain departments and is now operating Monday–Thursday from 7am to 6pm. When Town Council establishes facility hours for 2026, staff would like to revisit the need for 11-hour days and will likely be proposing a shift to 10-hour days, as we are seeing minimal public activity between 5pm and 6pm.

REGULAR SESSION: AUGUST 6, 2025

Consideration and possible approval of the Professional Services Agreement with Matrix Design Group, Inc. for the Town’s Facilities Master Plan not to exceed \$150,000.

Status Update: Matrix Design Group completed their onsite visit and are now working with staff to complete additional facility assessment questionnaires.

Consideration and possible approval of RFP 25-213 for the Town’s Development Impact Fee study.

Status Update: Town Council awarded the RFP to Willdan Financial Services following the conclusion of the solicitation period. Town staff are now working with Willdan to finalize a contract agreement and formally initiate services.

Consideration and possible approval of the purchase and implementation of the Verde Lakes Repeater CIP project in the amount of \$65,418.62.

Status Update: Because the repeater was included in the Town's Congressionally Directed Spending request, staff initially paused the purchase after Senator Kelly's office notified us that the repeaters were being considered for funding. However, the Town's projects were ultimately not selected. The repeater was purchased, installed, and is now fully operational.

WORK SESSION: AUGUST 27, 2025

Presentation, discussion and direction to Town staff regarding the Camp Verde Arena Association Amended and Restated Lease Agreement and Equipment Rental Policies and Practices.

Status Update: Town staff have been working with CVAA on an amended lease agreement. Town Council met on November 5 and November 10, 2025, to review the draft. CVAA will be meeting with its membership on November 13, 2025, to review the proposed lease.

WORK SESSION: SEPTEMBER 3, 2025

Discussion and direction to staff regarding Council meeting processes and procedures, including agenda packet preparation and distribution. Topics will include what information should or should not be included in the packet, the potential transition from printed packets to tablets, and other related meeting logistics.

Status Update: At the work session, it was determined that large Council packets will no longer be printed by default. Instead, Council Members will notify staff if there are specific pages they would like printed. Staff were also directed to assess the feasibility and cost-benefit of providing laptops or tablets for Council use as an alternative to printing. Town staff are currently compiling this information for consideration during the FY27 budget process.

REGULAR SESSION: SEPTEMBER 3, 2025

Consideration and possible approval of a Voluntary Assistance Agreement between the Camp Verde Marshal's Office and the Arizona Rangers.

Status Update: Town staff are continuing to work with the Town's risk pool legal counsel to make the necessary amendments to the Voluntary Assistance Agreement, addressing the concerns raised by the Town Attorney and Vice Mayor Escoffier.

Consideration and possible approval to release the Request for Qualifications #25-217 for the Town's Prosecutorial Services.

Status Update: Town Council awarded the RFQ to current Town Prosecutor Carrie Montavon following the conclusion of the solicitation period.

Public Hearing: Discussion, consideration, and possible approval of Resolution 2025-1191 a Resolution of the Mayor and Common Council of the Town of Camp Verde, Yavapai County, Arizona, for a Use Permit #2024-0484M to operate a surface mining operation for the extracting of existing earth material for sale for Assessor's Parcel numbers (APNs) 403-15-001L, 403-14-004E and 403-14-004C totaling 6.73 Acres with conditions. The parcels are generally located north-

northeast of State Route 260 on North Aultman Parkway and west-southwest of Old State Highway 279.

Status Update: The applicants are working with staff to finalize their operational plans, which include a request to reduce the exterior property line setback from 300 feet to 30 feet. Town Council left this determination to the Town Manager, and the adjustment will be approved.

Discussion, consideration and possible approval to issue a Request for Proposals #25-215 for Tourism and Economic Development Marketing Professional Services.

Status Update: Town Council awarded the RFP to Axis Culture Group following the conclusion of the solicitation period.

Discussion, consideration, and possible award of the FY26 Pavement Preservation Project to Cactus Asphalt for an amount not to exceed \$750,000.

Status Update: Town staff have been working with the Finance Department to finalize the purchase order to complete Area 5 and a portion of Area 6 of the Town's Pavement Preservation Project.

SPECIAL SESSION: SEPTEMBER 11, 2025

Discussion, consideration and possible approval of Contract #2025-214 with Adam and Wendt for professional environmental services to conduct required sampling and oversight of material removal of the sludge lagoons at the Wastewater Treatment Plant not to exceed \$100,000.

Status Update: Adam and Wendt have completed the necessary sampling for the sludge lagoons and continue to support the Town as we work with ADEQ on the Notice of Violation. The Town will be abandoning the lagoons and pursuing clean closure.

Discussion, consideration and possible direction regarding the Town's proposal to the Camp Verde Unified School District Board for the acquisition of a portion of 290 West Apache Trail where the Camp Verde pool and skate park are located.

Status Update: CVUSD is scheduled to meet on November 12, 2025, to discuss the Town's letter and determine whether they would like to hold a joint work session with the Town or authorize the Superintendent and CVUSD's attorney to work with Town Manager Fisher and the Town Attorney on either a property transfer or an amended IGA.

The pool survey was presented to the Parks & Recreation Commission on November 3, 2025, for feedback. Staff are incorporating their comments and plan to release the updated survey in mid-November.

SPECIAL SESSION: SEPTEMBER 24, 2025

Discussion, consideration, and possible award of bid to Western Liner for the purchase of the proposed irrigation pond liner for the Sports Complex in the amount of \$89,906.29, rescinding the previous contract award to Western Liner in the amount of \$34,300.

Status Update: The irrigation improvements are ready to be released for bid; however, the solicitation was temporarily on hold pending soil testing results around the future retention pond.

Adam and Wendt have confirmed that there are no concerns with the soil, and as a result, a pre-permitting meeting request has been submitted to ADEQ.

Discussion, consideration, and possible direction regarding House Bill 2447, a new state law requiring municipalities to allow administrative approvals of development applications and offering an optional self-certification program.

Status Update: The ordinance codifying the requirements of HB 2447 is scheduled to go before the Planning and Zoning Commission on November 13, 2025, and before Town Council on December 3, 2025.

Discussion, consideration, and possible direction regarding requesting a transfer of the Clear Creek Cemetery and surrounding land from the Forest Service to the Town.

Status Update: Town staff need to meet with the Clear Creek Cemetery volunteer group to discuss how best to support their conversations with the Forest Service regarding the cemetery's expansion.



Meeting Date: November 19, 2025

Agenda Item Type:

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

Requesting Department: Town Manager **Staff Resource:** Town Manager Miranda Fisher

Agenda Title: Review and feedback on the Draft 2026 General Plan

Attached Documents: Click here to access the General Plan & Survey: [Camp Verde, AZ](#)

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 5 minutes

Reviewed By:

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

Financial Review (if applicable): N/A

- Funding Source / GL Account Number:
- Approved in the FY26 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

In October, Town staff presented the Draft 2026 General Plan to the Council, and we truly appreciate the thoughtful engagement we've received so far. As the body who will ultimately seek to approve the General Plan to go before the voters, we are still seeking your feedback to ensure the final plan reflects the needs, priorities, and values of our community.

Ways to Provide Input:

- Email:** Send comments directly to GeneralPlan@campverde.az.gov
- Survey:** Share feedback by topic or character area here: <https://forms.office.com/r/z7mjdmhQps>
(All questions are optional—respond only to what's relevant to you.)
- Meeting/Briefing:** Invite a TAG representative to your board, neighborhood, or stakeholder meeting. Email GeneralPlan@campverde.az.gov with your preferred date/time, and we'll coordinate attendance.

Thank you for your continued participation and commitment to helping shape Camp Verde's future. Your perspective is essential in ensuring this plan truly represents our community, so please be sure to share your comments by December 31, 2025.



Town Council Agenda Information Memorandum

Connection to the [FY25-FY30 Strategic Plan](#)

Gathering stakeholder feedback on the Draft 2026 General Plan ensures that future growth and development in Camp Verde align with the community's shared vision, values, and long-term strategic objectives.

Question(s) before the Council:

- Does the Council have any questions for staff?



Town Council

Agenda Information Memorandum

Meeting Date: November 19, 2025

Agenda Item Type:

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

Requesting Department: Town Manager

Staff Resource: Town Manager Miranda Fisher

Agenda Title: Discussion, consideration and possible appointment of one (1) applicant to the Parks and Recreation Commission with a term ending January 1, 2028.

Attached Documents:

- Shane Gerhardt's Applications

Estimated Presentation Time: 5 minutes

Estimated Discussion Time: 10 minutes

Reviewed By:

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

Financial Review (if applicable): N/A

- | | | | | |
|-------------------------------------|------------------------------|-----------------------------|---|---------------------------------|
| Funding Source / GL Account Number: | | | | |
| Approved in the FY25 Budget? | ☐ Yes | ☐ No | ☒ N/A | ☐ Other: |
| Is this an approved CIP Project? | ☐ Yes | ☐ No | ☒ N/A | ☐ Other: |

Background Information:

At the September 8, 2025 Parks and Recreation Commission meeting, Commissioner Charlotte Salsman submitted her resignation to Chairperson Dave Grondin. The resulting vacancy was posted on September 9, 2025, with applications due by 5:00 p.m. on October 8, 2025. The Town received three applications by the deadline:

- Pamela Barton
- Robert (Bob) Benson
- Jack Confer

Shane Gerhardt submitted his application on October 13, 2025 noting that he was travelling for work the previously week and unfortunately had missed the deadline for dropping off his application. Despite being late, Town staff accepted his application and scheduled Mr. Gerhardt for an interview.

Interviews were conducted on October 20, 2025, by an Interview Committee consisting of Vice Mayor Escoffier, Council Member Godwin, Town Manager Fisher, and Parks and Recreation Manager Figy. Each applicant was asked a series of structured questions, with responses scored individually. Final scores were then tabulated and averaged to identify the top candidate.



Town Council Agenda Information Memorandum

Following this process, the Interview Committee recommends the appointment of Shane Gerhardt to the Parks and Recreation Commission to serve the remainder of Commissioner Salsman's term, which expires January 1, 2028.

Question(s) before the Council:

- Does Council have any questions for staff?
- Does Council have any questions for the applicant?
- Does the Council support the recommendation that Shane Gerhardt be appointed to the Parks and Recreation Commission to serve until January 1, 2028?

Proposed Motion:

Move to **APPROVE** appointing Shane Gerhardt to the Parks and Recreation Commission with a term ending January 1, 2028.

Alternative Motion:

Move to **APPROVE** appointing [INSERT NAME] to the Parks and Recreation Commission with a term ending January 1, 2028.



Camp Verde, Arizona

LETTER OF INTEREST

Name: Shane Gerhardt	Date: 10/13/2025		
Home Address: [REDACTED]			
Mailing Address, if different:			
Email Address: [REDACTED]			
Home Telephone: [REDACTED]	Work Telephone: [REDACTED]		
Are you a resident of the Town of Camp Verde? ☒ Yes ☐ No	Do you own commercial property in the Town of Camp Verde ☐ Yes ☒ No		
Length of residency in the Town of Camp Verde: 3 Years	Do you operate a business in Camp Verde? ☐ Yes ☒ No		
Name and address of business (if applicable): [REDACTED]			
If you are not in business in The Town of Camp Verde, please list your occupation; or if retired, please indicate your former occupation or profession: VP, Global HR Operations and Transformation			
Are you now serving, or have you ever served, on a Town of Camp Verde board or commission? ☐ Yes ☒ No If yes, please list names of board/commission and dates served:			
Board & Commission preference (s): Refer to the last page for a list of Boards & Commissions. List your choices in order of preference:			
1. Parks and Recreation Commission	3.		
2.	4.		
Education and Community Service			
Schools Attended: Cochise College	Degree: Assoc	Year: 2011-2012	
Embry-Riddle Aeronautical University	Bachelors	2005-2008	
Grand Canyon University	Masters	2016-2018	
Civic Activities-Service Organizations	Office Held:	Year Begun:	Year Ended:
Army National Guard - Reserves		2011	2018
Realpage RealHeros (Veterans ERG)	Co-Chair	4/2022	Current
Please state why you would like to be appointed to a Town Board, Commission, or Committee: I want to serve because I believe in showing up, speaking up, and helping lead meaningful change for our community.			
What do you believe is the key responsibility of Board, Commission or Committee member to: (a) The Town Council, (b) The citizens of Camp Verde (c) other Board, Commission or Committee members?			
(a) Advise, Report, and Support our Town Council in order to drive to our municipal goals.			
(b) Represent, listen and engage with the citizens of Camp Verde to bridge the gap between the people and the local Government.			
(c) Collaborate, come prepared, and participate in meetings to help drive thoughtful discussion in all topics.			

Please state the reasons why you feel you are qualified to serve on a Board, Commission or Committee:_____

My background—from serving as an Army Intelligence Analyst to leading global HR operations—

has equipped me with strategic insight, discipline, and a deep commitment to service. Combined

with seven years with the City of Peoria Parks and Rec Department and my pilot training, I bring a unique blend

of civic engagement, leadership, and operational focus that would benefit the Parks and Recreation Commission in

Camp Verde.

Applications are kept on file for two years. During that time, your application will be considered when there is an opening for the Board or Commission for which you have applied. As a candidate to a Board, Commission or Committee, your name, address and telephone number will be available to the media and public.

Please notify the Clerk's Office at (928) 554-0025, if you move or no longer wish to be considered for appointment.

If you have a current resume and/or certificate that may be applicable to your Board, Commission or Committee interest, please attach a copy to this application.

Email or deliver your completed application to: Town of Camp Verde, Attn: Clerk's Office, 473 S. Main Street, Camp Verde, AZ 86322 or clerk@campverde.az.gov

If appointed to a Board/Commission/Committee, I understand that Members of boards or commissions may be removed for cause including excessive lack of attendance, absences of three consecutive meetings or more than half of all scheduled meetings in any municipal year, or improper conduct as determined by the Mayor and Council.

Applicant's Signature:  Date: 10/13/2025

	Date:
Date Contacted & Invited to Appear before Council:	
Staff Contacting Individual	
Date Appointed by Council	
Board or Commission appointed to:	

OVERVIEW OF THE TOWN OF CAMP VERDE BOARDS AND COMMISSIONS

Planning & Zoning Commission		
Duties: Analyzes reviews and makes recommendations to Council regarding land use and development-related issues.		
Residency Requirement: 2003-A261 must reside within the corporate limits of the Town		
Membership: Seven members	Term: Three Years	Meetings: Second and Fourth Thursday at 6:00 p.m.
Board of Adjustments & Appeals		
Duties: Hears and decides appeals made by individuals regarding construction codes and decisions made by the Town Building Official. Hears and decides appeals or decisions made by the Zoning Administrator.		
Residency Requirement: 2003-A261 must reside within the corporate limits of the Town		
Membership: Seven members	Term: Three Years	Meetings: Third Tuesday at 3:00 p.m. as needed.
Parks & Recreation Commission		
Duties: Recommends to Council regulations, policies and fees for the use, control and improvements of public parks.		
Residency Requirement: 2003-A261 must reside within the corporate limits of the Town. Council may waive the residency requirements with good cause.		
Membership: Seven members	Term: Three Years	Meetings: First Tuesday at 6:00 p.m.

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Meeting Date: November 19, 2025

Agenda Item Type:

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

Requesting Department: Community Development

Staff Resource: Town Manager / Interim Community Development Director Miranda Fisher

Agenda Title Public Hearing: Discussion, consideration, and possible approval of Ordinance 2025-A508, 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.A – R1L District, allowing Wedding Venues with a Use Permit.

Attached Documents:

- Ordinance 2025-A508 & Exhibit A
- Letter of Intent
- Application
- Application Checklist
- Public Hearing Notification & Affidavit for Newspaper
- Public Notices in Town
- Planning and Zoning Ordinance Section 601.A Zoning Ordinance Amendment Applications and Hearings

Estimated Presentation Time: 10 minutes

Estimated Discussion Time: 30 minutes

Reviewed By:

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

Background Information:

On June 10, 2025, Blair and Jake Jenner, owners of Salt Mine Farms, submitted a text amendment application proposing to add “Wedding Venues” as an allowable use under the R1L zoning district, subject to a Use Permit. The applicant’s intent is to create an economically viable use for large residential parcels while preserving open space, maintaining agricultural operations, and protecting rural character.

The R1L district is the Town’s most restrictive residential zone, intended to maintain low-density development and single-family character. Commercial uses are generally not permitted; however, this amendment proposes a narrow and conditional exception for only 40 acres parcels or more, which would allow the Town to review such uses on a case-by-case basis through the established Use Permit process.

The applicant’s Letter of Intent notes that the proposed amendment:

- Provides a viable land use alternative that enables the preservation of larger tracts of land;
- Supports agri-tourism and event-based income generation, reducing financial pressure to subdivide; and
- Ensures that each proposal is fully reviewed for compatibility, access, noise, lighting, and neighborhood impact through the Town’s discretionary Use Permit process.



Town Council

Agenda Information Memorandum

It is important to note that in the R1L zoning district, property owners retain the right to subdivide their land by right, creating additional residential lots and introducing new housing development. While subdivision is permitted, it would significantly alter the rural landscape and increase infrastructure demands for these 40-acre parcels. The proposed text amendment offers an alternative path for property owners seeking financial viability by allowing them to generate limited, controlled revenue through a conditional event use rather than by adding housing density.

COUNCIL SITE VISIT & TEXT MODIFICATION CONSIDERATION

In October 2025, the Council was invited to visit Salt Mine Farms to gain firsthand perspective on how a wedding venue could function in the R1L district. During the visit, some Council Members discussed the potential for expanding the proposed text amendment to encompass “event venues” more broadly, rather than limiting the use specifically to weddings on these 40 acre parcels.

While the current proposal before the Council remains limited to “wedding venues” in order to ensure consistency between the materials reviewed by both the Planning and Zoning Commission and the Council, the Town Council may elect to consider expanding the language to allow “event venues” as a conditional use on 40 acre parcels in the R1L zone at the time of final adoption.

For Council’s consideration, the following definition could be used should the broader term “event venue” be preferred:

Event Venues: A property or facility used on an occasional or scheduled basis for private gatherings such as weddings, celebrations of life, family reunions, retreats, fundraisers, or other similar social or cultural events.

ANALYSIS

This proposed amendment presents both opportunities and challenges for the Town of Camp Verde.

Potential Benefits

- Preserves Large Parcels and Open Space
 - Provides an economically viable alternative to subdivision for property owners of 40 or more contiguous acres, supporting the General Plan’s goals of maintaining rural character and open landscapes.
- Supports Economic Sustainability
 - Allows agricultural or rural landowners to diversify income while retaining ownership of their property, rather than selling or developing additional residential lots.
- Controlled and Conditional Use
 - The Use Permit process ensures that any proposed venue is reviewed individually for compatibility, noise, traffic, and visual impacts, allowing tailored conditions of approval.
- Enhances Agri-Tourism and Local Identity
 - Expands opportunities for event-based tourism that aligns with Camp Verde’s agricultural roots and regional branding as a destination for outdoor and heritage experiences.

Potential Challenges

- Commercial Activity in a Residential Zone
 - Introducing an event-related use into the R1L district represents a departure from the district’s traditional intent as the Town’s most restrictive residential zone.



Town Council

Agenda Information Memorandum

- Neighborhood Compatibility
 - Even with large parcel sizes, increased traffic, lighting, or event-related noise could generate concern among nearby residents if not carefully managed through permit conditions.
- Precedent Consideration
 - Approval may prompt future requests for similar event-based uses in other residential zoning districts, requiring clear policy boundaries to avoid unintended expansion of commercial activity.

PLANNING & ZONING RECOMMENDATION

At their meeting on August 14, 2025, the Planning and Zoning Commission voted unanimously to recommend denial of the proposed text amendment. The Commission expressed concern that allowing a “wedding venue” use within the R1L district could establish a precedent for introducing commercial activity into a zoning district that is primarily intended for low-density residential use with very limited exceptions.

To listen to the Planning & Zoning Commission meeting, click here: [08-14-2025 Regular Session Recording.mp4](#)

While Town staff fully respect the Commission’s decision, staff respectfully disagree with the recommendation (see comments below). It is possible that there was some misunderstanding during deliberations regarding the limited scope of the proposal, which applies only to parcels of 40 or more contiguous acres and requires a Use Permit for any site-specific approval.

In hindsight, staff recognize that it would have been beneficial for the Commission to have the same opportunity as Town Council to visit Salt Mine Farms and discuss the operational context and intent of the proposed text amendment prior to their hearing. Moving forward, staff will incorporate similar site orientation opportunities for the Commission as part of complex or context-dependent zoning discussions to ensure full understanding and transparency.

STAFF RECOMMENDATION

Town staff find that the benefits outweigh the challenges, as the amendment provides a practical and regulated means of helping large agricultural property owners remain financially sustainable while advancing the Town’s goals of rural preservation, open space protection, and economic diversification.

It is important to remind Council that approving this text amendment does not authorize any 40-acre property, such as Salt Mine Farms, to begin operating a wedding venue. If the amendment is approved, each applicant would still be required to go through the Use Permit process, which provides strong regulatory safeguards. Through the use permit process, every proposal is evaluated on a case-by-case basis to ensure compliance with Town standards and to address the following considerations:

- Traffic circulation and parking capacity
- Noise mitigation and event hours
- Lighting design and dark-sky compliance
- Environmental and drainage considerations
- Public safety, fire access, and emergency services
- Neighborhood compatibility and buffering
- Operational management and frequency of events

This case-by-case review ensures that any future wedding venue use is carefully conditioned, monitored, and enforced, maintaining the integrity of the R1L district while allowing flexibility for land use.



Town Council Agenda Information Memorandum

Question(s) before the Council:

- Does this Text Amendment meet the requirements of Section 601.A Planning and Zoning Ordinance?

Proposed Motion:

Motion to **APPROVE** Ordinance 2025-A508 amending the Planning and Zoning Ordinance Section 203.A – R1L District, allowing Wedding Venues with a Use Permit.

OR

Motion to **APPROVE** Ordinance 2025-A508 amending the Planning and Zoning Ordinance Section 203.A – R1L District, allowing Wedding Venues with a Use Permit **with the following amendments...**

- One amendment for consideration would be to allow “Event Venues” instead of just “Wedding Venues”

OR

Motion to **DENY** Ordinance 2025-A508.



ORDINANCE 2025-A508

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.A – R1L DISTRICT, ALLOWING WEDDING VENUES WITH A USE PERMIT.

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

WHEREAS, Part 6, Section 600, C.1 of the Planning and Zoning Ordinance allows for the amendment, supplementation or change of 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; and

WHEREAS, this Text Amendment was initiated by citizens Blair Jenner on June 10, 2025; and

WHEREAS, this Text Amendment was reviewed by the Planning and Zoning Commission on August 14, 2025, in a public hearing that was advertised and posted according to state law; and

WHEREAS, a recommendation for denial was forwarded to the Town Council by the Planning and Zoning Commission; and

WHEREAS, the Town Council has voted to approve the Text Amendment.

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. At least three paper copies or one paper copy and one electronic copy shall remain on file with the Town Clerk in compliance with A.R.S Section 9-802 and kept available for public use and inspection.

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.

EXHIBIT A
Text Amendment

A. R1L DISTRICT (Residential: single-family limited)

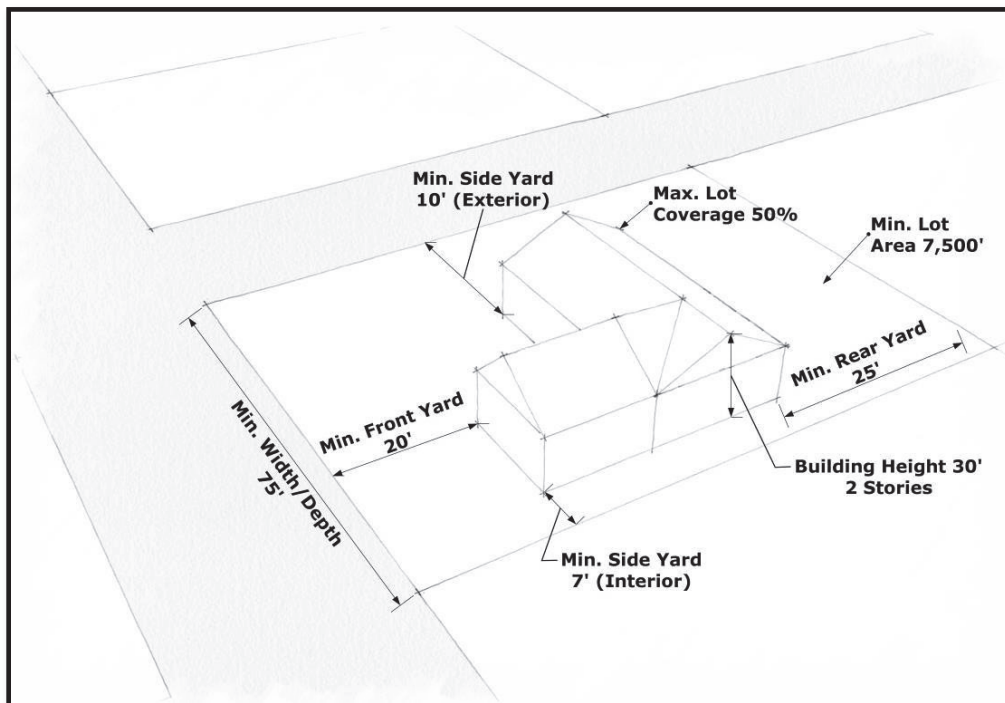
Purpose: The R1L District is intended for site-built and modular single-family residential living, mobile homes and manufactured housing prohibited.

1. Permitted Uses and Structures:
 - a. Accessory Dwelling Unit (ADU)
 - b. Agriculture and cultivation.
 - c. Dwelling unit for one family on any one lot.
 - d. Educational institutions (including private schools, provided they offer a curriculum of general instruction comparable to similar public schools).
 - e. Flood control facilities.
 - f. Golf courses with accessory uses such as pro shops, shelters, and rest rooms.
 - g. Historical Landmarks.
 - h. Home occupations (See Section 303).
 - i. Keeping of farm animals, limited (See Section 305).
 - j. Open land carnival and recreation facilities (Religious & educational institutions).
 - k. Other accessory uses commonly associated with primary permitted use. (See Section 301 C.)
 - l. Religious institutions (in permanent buildings).
2. Uses and Structures Subject to Use Permit
 - a. Community parks, playgrounds, or centers.
 - b. Government facilities and facilities required for provision of utilities and public services.
 - c. Bed and Breakfast.
 - d. Temporary Use Permits, subject to administrative approval (See Section 601.D):
 - i. 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.
 - ii. 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 setback) for a period not to exceed 12 months.
 - iii. **Wedding Venues, properties or facilities used for the hosting of wedding ceremonies, receptions, and similar events. Accessory uses may include temporary outdoor structures, music, on-site catering, and guest parking, subject to compliance with all conditions of approval. Permitted only on properties consisting of a minimum of 40 contiguous acres.**

TABLE 2-1: R1L Dimensional Standards (*updated 2022-A477, 16Aug2023*)

Zoning District	Livable Structures	Accessory Buildings Per Section 301.A.2c(3)
Minimum Lot Area (sq.ft.)	7,500'	7,500'
Minimum Width OR Depth (feet)	75'	75'
Maximum Bldg Ht (stories)	2	2
Maximum Bldg Ht (feet)	30'	30'
Maximum Lot Coverage (%)	50%	50%
Minimum Front Yard (feet)	20'	20'
Minimum Rear Yard (feet)	25'	7'
Minimum Side Yard Interior (feet)	7'	7'
Minimum Side Yard Exterior (feet)	10'	10'

Figure 2-1: R1L Dimensional Standards, Livable Structures



Blair Jenner
Salt Mine Farms
2425 S. Salt Mine Road
Camp Verde, Arizona 86322
Phone: 623-340-6701
Email: blairjenner@gmail.com

Date: June 3, 2025

Town of Camp Verde
Community Development Department
473 S. Main Street, Suite 108
Camp Verde, AZ 86322

Re: Letter of Intent / Project Narrative for Code Text Amendment Application

To the Town of Camp Verde,

On behalf of Salt Mine Farms, I respectfully submit this Letter of Intent and Project Narrative in support of a proposed Code Text Amendment to the Town of Camp Verde Planning and Zoning Ordinance.

1. Purpose of the Proposed Amendment

The purpose of this amendment is to add “wedding venues” as a use subject to a Use Permit under the R1L (Residential – Single Family Limited) zoning district. This change would allow wedding venues to be reviewed on a case-by-case basis through the Town’s established Use Permit process, ensuring that neighborhood compatibility, operational concerns, and site-

specific impacts are appropriately evaluated and addressed. The amendment would only allow wedding venues on properties of 40 or more contiguous acres.

2. Justification and Site Context

Camp Verde is a growing town full of natural beauty, rustic appeal, and a strong sense of community. As Phoenix and its surrounding metro areas continue to expand, Camp Verde is attracting more visitors and experiencing increased interest in destination events. While several wedding venues currently operate in the area, none offer the unique scenic features and riverfront access that Salt Mine Farms provides.

Salt Mine Farms is particularly well-suited for hosting wedding events. The property offers:

Ample open space for on-site parking

Natural buffers from neighboring properties

Direct access to the riverfront, creating a serene and picturesque setting for special occasions

Additionally, due to the non-continuous nature of weddings, events would occur on an intermittent basis, and therefore pose minimal traffic impact to Salt Mine Road or surrounding infrastructure.

This proposed text amendment provides a pathway for rural property owners with adequate space and appropriate land conditions to support event-related uses, thereby enhancing tourism and the local economy without negatively impacting surrounding neighborhoods.

3. Proposed Amendment Language

We respectfully propose the following changes to the Town of Camp Verde Zoning Ordinance:

Section 2 (Page 32) – R1L – Residential Single-Family Limited District

Uses and Structures Subject to Use Permit

Add- "Wedding venues, subject to Use Permit approval. Permitted only on properties with contiguous parcel(s) totaling 40 acres or more."

A definition may also be added under the Definitions section for clarity:

Wedding Venue: A property or facility used for hosting wedding ceremonies, receptions, and similar events, typically on an intermittent, reservation-only basis. Accessory uses may include temporary outdoor structures, music, on-site catering, and guest parking, provided they comply with all conditions of approval.

4. Conclusion

We believe this amendment supports Camp Verde's goals for economic growth, rural tourism, and thoughtful land use. We respectfully request the Town's consideration and approval of this proposal and are available to provide additional materials or clarification as needed.

Thank you for your time and consideration.

Sincerely,

Blair Jenner

Salt Mine Farms



Planning & Zoning Permits: #TXA-25-0032

Overview

Type: Text Amendment - Planning & Zoning Ordinance

Submitted: 06-10-25, 4:49pm MST

Form Submission

Have you had a Technical Review Committee Meeting? : No

Pre-Application or Technical Review Committee Meeting Date: -

Technical Review Committee Meeting (TRMC) Record Number: -

Confirm the Type of Amendment:: Planning & Zoning Ordinance

Section(s) of Zoning/subdivision Ordinance and or General Plan being amended:: R1L Section 2 Page 32

Description of Request:: Add Wedding Venues to Uses and Structures Subject to Use Permit.

Applicant:

Blair Jenner
2425 S Salt Mine Road
Camp Verde AZ 86332
jakejenner98@gmail.com, (623) 340-6701

Applicant Signature:

A handwritten signature in black ink, appearing to read "Blair Jenner", written over a horizontal line.



Town of Camp Verde
Community Development Department
473 South Main Street, Suite 108
Camp Verde, AZ 86322
(928) 554-0050

TEXT AMENDMENT SUBMITTAL CHECKLIST

TEXT AMENDMENT SUBMITTAL CHECKLIST

PLEASE RETURN THIS CHECKLIST FORM WITH THE SUBMITTAL OF YOUR COMPLETED APPLICATION AND ALL REQUIRED DOCUMENTS. SUBMITTALS WITHOUT THE INFORMATION BELOW ARE CONSIDERED INCOMPLETE AND WILL NOT BE ACCEPTED.

- ☐ **Pre-Application Meeting or Technical Review Committee Meeting, if applicable.** Date: _____
- ☒ **Completed Text Amendment Permit Application.**
- ☒ **Letter of Intent / Project Narrative (no longer than 1 ½ pages long)**
 - Showing the Date of Preparation.
 - Showing Applicant Name or Applicant Names.
 - Stating the specific request.
 - Identifying the specific article(s) and/or section(s) of the Planning & Zoning Ordinance to be amended.
 - Describing the proposed use or uses.
 - Stating how the proposed zoning text/language conforms with the adopted Town of Camp Verde General Plan.
 - Reason and justification for the amendment. Letter of intent/Project Narrative should also include the following:
 - ☐ General estimate of the probable impact on the average cost to construct housing for sale or rent within the zoning districts to which the zoning ordinance or text amendment applies.
 - ☐ Description of any data or reference material on which the proposed zoning ordinance or text amendment is based.
 - ☐ Description of any less costly or less restrictive alternative methods of achieving the purpose of the proposed zoning ordinance or text amendment.
- ☒ **Completed document showing the proposed revised text amendment (8 ½ x 11 sheet(s)).**
 - Place watermark "draft" on the 8 ½ x 11 sheet.

NOTE:

- Additional information may be necessary as requested by staff.
- 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.
- Zoning ordinance text amendments shall have a public hearing within 90 days of the date of a complete application submittal. After such a 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 a public hearing, or other protest.
- The Town Council shall hold a public hearing if requested by the party aggrieved, any member of the public or the Town Council, or in any case, if the Planning and Zoning Commission has held no public hearing.
- 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.
- 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 (3/4) three-fourths of the Council shall be required.
- A decision made by the Council involving rezoning of land that 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.
- If the Council has denied an application, the Commission shall not consider a similar application within 12 months of the application date.



Town of Camp Verde
Community Development Department
473 South Main Street, Suite 108
Camp Verde, AZ 86322
(928) 554-0050

TEXT AMENDMENT SUBMITTAL CHECKLIST

FEES

☐ Text Amendment: \$1,840.00

Total Fees: \$ _____

Fees Paid: ☐ Yes ☒ No

Receipt #: _____

Accepted By: _____

Permit #: _____

Submittal Date: _____

Completed Date: _____

NOTE: ALL FEES ARE NON-REFUNDABLE

ARS 9-834. Prohibited acts by municipalities and employees; enforcement; notice. A. A municipality shall not base a licensing decision in whole or in part on a licensing requirement or condition that is not specifically authorized by statute, rule, ordinance or code. A general grant of authority does not constitute a basis for imposing a licensing requirement or condition unless the authority specifically authorizes the requirement or condition. B. Unless specifically authorized, a municipality shall avoid duplication of other laws that do not enhance regulatory clarity and shall avoid dual permitting to the maximum extent practicable. C. This section does not prohibit municipal flexibility to issue licenses or adopt ordinances or codes. D. A municipality shall not request or initiate discussions with a person about waiving that person's rights. E. This section may be enforced in a private civil action and relief may be awarded against a municipality. The court may award reasonable attorney fees, damages, and all fees associated with the license application to a party that prevails in an action against a municipality for a violation of this section. F. A municipal employee may not intentionally or knowingly violate this section. A violation of this section is cause for disciplinary action or dismissal pursuant to the municipality's adopted personnel policy. G. This section does not abrogate the immunity provided by section 12-820.01 or 12-820.02. Per A.R.S. 9-495, in any written communication between the Town and a person, the Town shall provide the name, telephone number and email address of the employee who is authorized and able to provide information about the communication if the communication does any of the following: demands payment of a tax, fee, penalty, fine or assessment; denies an application for a permit or license that is issued by the Town; or requests corrections, revisions or additional information or materials needed for approval of any application for a permit, license or other authorization that is issued by the Town. An employee who is authorized and able to provide information about any communication that is described above shall reply within five business days after the Town receives that communication.

Revised: 20250512

AFFIDAVIT OF PUBLICATION

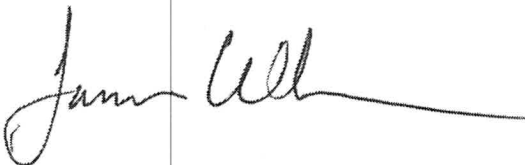
STATE OF ARIZONA)
County of Yavapai) ss.

I, **James Whedon**, being first duly sworn on his oath says:

That he is authorized by the publisher as agent to make this affidavit of publication of VERDE VALLEY NEWSPAPERS, INC., an Arizona corporation, which owns and publishes the **Verde Independent/Bugle**, a two time per week newspaper published in the City of Cottonwood, County of Yavapai that the notice attached hereto, namely,

NOTICE OF PUBLIC HEARING THE TOWN OF CAMP VERDE TOWN COUNCIL | ARIZONA RE: PLANNING AND ZONING ORDINANCE TEXT AMENDMENT HEARING DATE: NOVEMBER 19, 2025 AT 6:00 PM

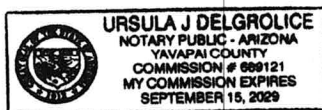
Has, to the personal knowledge of **1ST** day of **NOVEMBER, 2025** to the **4TH** day of **NOVEMBER, 2025**, inclusive without change, or omission, amounting in all **2** insertion(s) made on the following dates:
NOVEMBER 1 & 4, 2025

By: 
JAMES WHEDON

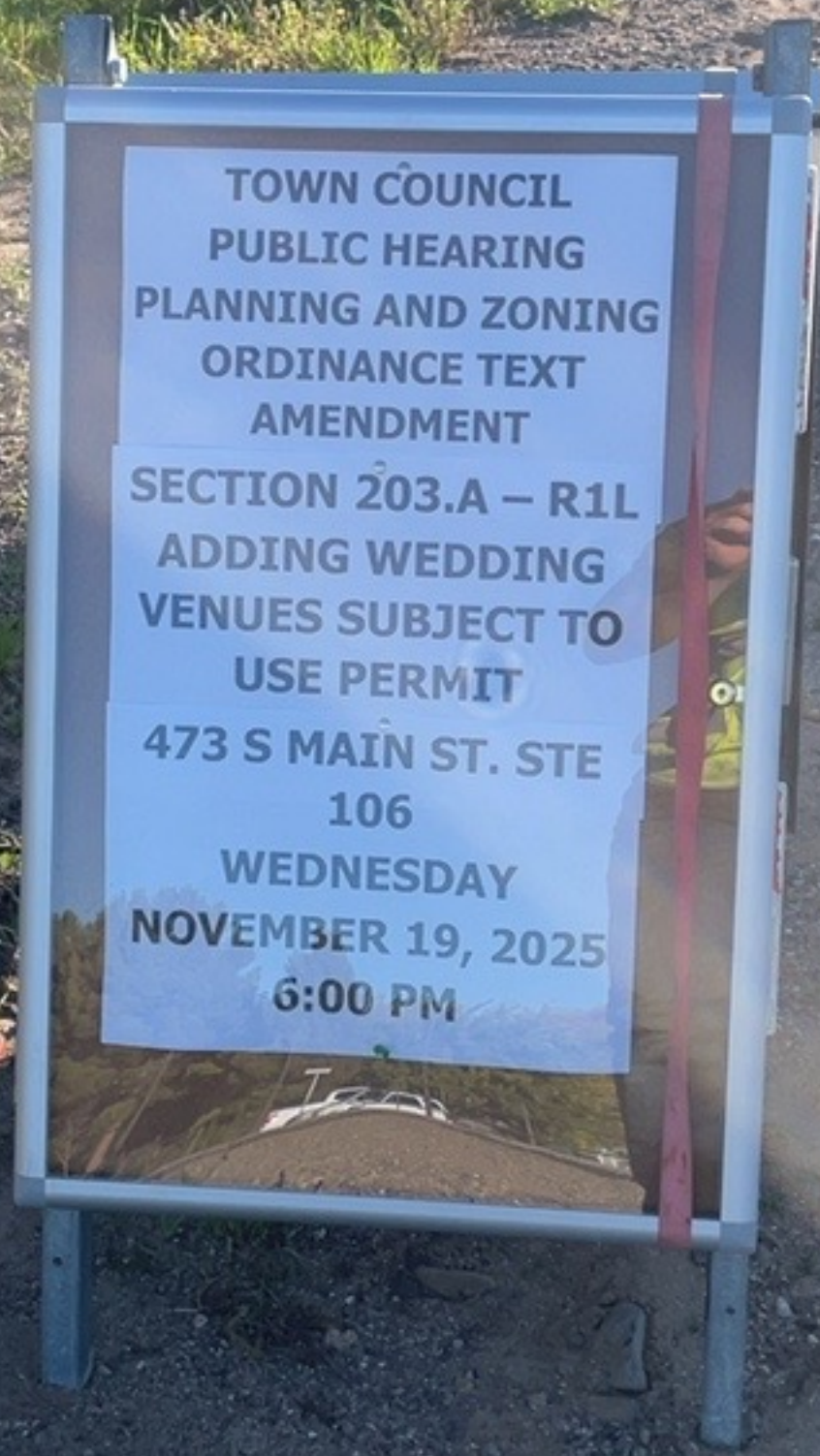
Dated this **10TH** day of **NOVEMBER, 2025**

By: 
Notary Public

My commission expires:



The Town of Camp Verde Town Council is holding a Public Hearing on November 19, 2025, at 6:00 pm in the Town Council Chambers at 473 South Main Street in Camp Verde, AZ. The purpose of the hearing is to consider a Planning and Zoning Ordinance Text Amendment to Section 203.A - R1L District. The proposed text amendment is to consider adding "wedding venues" as a use subject to a Use Permit under the R1L (Residential - Single Family Limited) zoning district. For questions or more information, please contact Camp Verde Community Development at 928.554.0066 or cory.mulcaire@campverde.az.gov.
TAG: This notice is for Community Development Department
2TVIPublish: Nov 1, 4, 2025



**402 W Finnie Flat Rd
Camp Verde AZ 86322
United States**

Nov 4, 2025 at 4:12:25 PM

**TOWN COUNCIL
PUBLIC HEARING
PLANNING AND ZONING
ORDINANCE TEXT
AMENDMENT**

**SECTION 203.A – R1L
ADDING WEDDING
VENUES SUBJECT TO
USE PERMIT**

**473 S MAIN ST. STE
106**

**WEDNESDAY
NOVEMBER 19, 2025
6:00 PM**

**SR-260 E
Camp Verde AZ 86322
United States**

Nov 4, 2025 at 4:20:42 PM

**TOWN COUNCIL
PUBLIC HEARING
PLANNING AND ZONING
ORDINANCE TEXT
AMENDMENT**

**SECTION 203.A – R1L
ADDING WEDDING
VENUES SUBJECT TO
USE PERMIT**

**473 S MAIN ST. STE
106**

**WEDNESDAY
NOVEMBER 19, 2025
6:00 PM**

**193–199 S Montezuma Castle Hwy
Camp Verde AZ 86322
United States**

Nov 4, 2025 at 4:25:57 PM

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 and 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.

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**Meeting Date:** November 19, 2025**Agenda Item Type:**

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

Requesting Department: Public Works**Staff Resource:** Town Manager Miranda Fisher & CIP Manager Martin Smith**Agenda Title:** Discussion, consideration and possible approval of a wired telecommunications license and right-of-way use agreement between the Town of Camp Verde and Fatbeam LLC.**Attached Documents:**

- Wired telecommunications license and right-of-way use agreement

Estimated Presentation Time: 5 minutes**Estimated Discussion Time:** 10 minutes**Reviewed By:**

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

Financial Review (if applicable): Fatbeam will pay an annual right-of-way usage fee based on linear footage of trench utilized within Town limits (set at \$2.10 per linear foot, subject to CPI adjustment).

- Funding Source / GL Account Number: TBD
- Approved in the FY26 Budget? ☐ Yes ☐ No ☒ N/A ☐ Other:
- Is this an approved CIP Project? ☐ Yes ☐ No ☒ N/A ☐ Other:

Background Information:

The Town of Camp Verde has been approached by Fatbeam LLC, a Washington-based telecommunications company, seeking authorization to utilize the Town's public rights-of-way to install and operate fiber-optic telecommunications facilities. The purpose of this request is to enable Fatbeam to provide broadband and related wired communication services within the Town of Camp Verde.

Under Arizona law and federal telecommunications statutes, municipalities retain the authority to regulate and manage the use of their public rights-of-way, and to grant non-exclusive licenses to providers of telecommunications services. This authority is derived from A.R.S. §§ 9-581 through 9-583 and 47 U.S.C. § 253, which affirm local control over right-of-way management and allow the Town to require fair, reasonable, and non-discriminatory compensation for use of public property.

The proposed Wired Telecommunications License and Right-of-Way Use Agreement outlines the terms and conditions under which Fatbeam LLC may construct, operate, and maintain its fiber-optic infrastructure within Town-controlled rights-of-way. This Agreement also ensures that such use remains consistent with Town Code requirements, public safety standards, and local permitting and inspection processes.



Town Council Agenda Information Memorandum

Connection to the [FY25-FY30 Strategic Plan](#)

This action supports the FY25–30 Strategic Plan by enabling improved internet access and telecommunications reliability for local businesses and residents.

Question(s) before the Council:

- Does Council have any questions for staff?

Proposed Motion:

Move to **APPROVE** the Wired Telecommunications License and Right-of-Way Use Agreement between the Town of Camp Verde and Fatbeam LLC.

OR

Move to **APPROVE** the Wired Telecommunications License and Right-of-Way Use Agreement between the Town of Camp Verde and Fatbeam LLC **with the following amendments...**

OR

Move to **DENY** the Wired Telecommunications License and Right-of-Way Use Agreement between the Town of Camp Verde and Fatbeam LLC.

**WIRED TELECOMMUNICATIONS LICENSE
AND
RIGHT-OF-WAY USE AGREEMENT**

This Wired Telecommunications License ("License") and Right-of-Way Use Agreement ("Agreement") is effective as of this ____ day of _____, 2025 (the "Effective Date"), by and between the Town of Camp Verde, an Arizona municipal corporation ("Town") and Fatbeam LLC, a Washington limited liability company ("Licensee").

RECITALS

WHEREAS, Licensee has approached the Town for a telecommunications license and permission to use public right-of-way to enable it to provide services in the Town subject to the requirements of this License and Agreement; and

WHEREAS, Town is authorized to regulate its streets, alleys, and public utility easements, and to grant, renew, deny, amend, and terminate licenses for and otherwise regulate the installation, operation, and maintenance of telecommunications facilities within the Town's boundaries pursuant to the Town's police powers, Camp Verde Town Code, and by virtue of federal (47 U.S.C. § 253) and state statutes (including, but not limited to A.R.S. §§ 9-581, 9-582, and 9-583), and other governmental powers and authority, which provide Town authority over public right-of-way; and

WHEREAS, Town desires to reserve rights to construct, use, and allow others to construct and use all manner of additional improvements in the public right-of-way, while granting Licensee a License to install, operate, maintain, and repair its telecommunications facilities (i.e., cable containing bundles of multiple optical fibers) within the right-of-way; and

WHEREAS Licensee desires a wired telecommunications license and agrees to provide and maintain accurate maps showing the location of its facilities in the Town's right-of-way and other reasonable mapping requirements the Town may establish from time to time to ensure accurate information regarding the location of such facilities;

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements contained in this License and Agreement, and for other good and valuable consideration, the Town hereby grants to Licensee a License pursuant to the terms and conditions set forth herein.

AGREEMENT

SECTION 1. Definitions

ACC means the Arizona Corporation Commission.

A.R.S. means Arizona Revised Statutes.

Backbone means a high-speed network that interconnects smaller, independent networks and is the through-portion of a transmission network (not the spurs that branch off).

Call means the operations required to set up or establish, maintain, and terminate or release a connection through a telephone network in support of a communication between two or more stations. A call comprises a sequence of events that begins when an end user at an originating station initiates a call request to a switch that may work in conjunction with other switches to establish a connection to an end user at a destination station, and concludes when one party (user) terminates the connection.

Claim(s) means and includes losses, claims, damages, suits, actions, payments, judgments, demands, expenses and costs, including, but not limited to, attorney's fees incurred through all appeals.

Coarse Wavelength Division Multiplexing ("CWDM") is a variation of WDM that carries four to eight wavelengths per fiber or more that is designed for short- to medium-haul networks (regional and metropolitan areas).

Commercial Mobile Radio Services means two-way voice commercial mobile radio service as defined by the FCC in 47 CFR 20.3.

Common Carrier means a private company offering interstate or foreign communication by wire or radio or the interstate or foreign transmission of energy to the general public on a non-discriminatory basis.

Conduit means a pipe of either metal, ceramic or plastic that protects buried cables.

Conduit System means any combination of Ducts, Conduits, Manholes, and handholes joined to form an integrated whole.

Contractor means any person, firm, partnership, corporation, association or other organization, or a combination of any of them, that performs services or provides goods relating to this Agreement. Contractor shall include any subcontractor hired and/or used for the performance of services or provision of goods relating to this Agreement.

Dark Fiber means fiber optic strands that are not connected to transmission equipment.

Dense Wavelength Division Multiplex ("DWDM") is a variation of WDM but with much higher bandwidth and density. Using DWDM, up to 80 or more separate wavelengths or channels of data can be multiplexed on a single optical fiber. Each channel carries a time division multiplexed (TDM) signal. Since each channel can carry up to 2.5 Gbps, up to 200 billion bits per second can be delivered by the optical fiber simultaneously.

Duct means a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires and other Facilities.

Equipment means any tangible asset used to install, repair, or maintain Facilities in any ROW.

Facilities means the plant, equipment, and property used in the provision of communication and telecommunication services and not owned by the Town, including, but not limited to, poles, wires, pipe, conduits, pedestals, antenna, and other appurtenances placed in, on, or under Public Highways.

FCC means the Federal Communications Commission.

Fiber-Optic Network is a communication system consisting of an optical transmitter to convert an electrical signal into an optical signal to send into the optical fiber, a cable containing bundles of multiple optical fibers that are routed through underground conduits and buildings, multiple kinds of amplifiers, and an optical receiver to recover the signal as an electrical signal.

Information Service means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications.

Inner-Duct means a pathway created by subdividing a Duct into smaller channels.

Intrastate Call means a call in a conventional circuit-switched network that originates and terminates in a single state.

Interstate Call means a call in a conventional circuit-switched network that originates in one state and terminates in a different state (or country).

Interstate Telecommunications Services Provider means a Telecommunications Corporation that places underground or above ground Facilities in the Public Highway for interstate telecommunications services.

Interstate Traffic means a communication or transmission that originates in any state, territory, possession of the United States, or the District of Columbia and terminates in another state, territory, possession, or the District of Columbia.

Manhole means an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating and maintaining cable and fiber in a Conduit.

Multichannel Video System includes:

- A. A “cable system,” as the term is defined in Title VI of the Federal Communications Act of 1934, providing service within the Town;
- B. An “Open Video System,” as the term is defined in Title VI of the Federal Communications Act of 1934, 47 U.S.C. § 573 and implementing regulations (47 CFR § 76.1500), providing service within the Town;
- C. Any other system providing Multichannel Video Programming Services within the Town, where the service is transmitted in whole or in part via wires or lines that are in or cross any ROW within the Town. The preceding sentence shall apply whether the provider owns, leases or otherwise obtains the right to use the wires or lines, including wires or lines of a telecommunications provider used pursuant to tariff or otherwise for that purpose;
- D. Any other system providing Multichannel Video Programming Services within the Town where a license or similar permission or approval from the Town is required under applicable law.

For purposes of this License “Multichannel Video Programming Services” means multiple channels of video programming where some or all of the video programming is generally considered comparable to programming provided by a television broadcast station or by a direct to home satellite service. Multichannel Video Programming Services specifically includes but is not limited to "cable service" as the term is used in Title VI of the Federal Communications Act of 1934.

Parties shall collectively mean the Town and Licensee.

Point of Presence (POP) means a telecommunications facility where network equipment is located to be used to connect customers to a network Backbone.

Provider means a Telecommunications Corporation that constructs, installs, operates of maintains telecommunications Facilities in the Town Public Highways.

Public Emergency means any condition which, in the opinion of Town officials, poses an immediate threat to the lives or property of the citizens of Camp Verde or others caused by any natural or man-made disaster, including but not limited to, storms, floods, fire, accidents, explosions, major water main breaks, hazardous material spills, etc.

Public Highway means all the roads, streets and alleys and all other public rights-of-way and public easements of the Town.

Public Service Corporation means a corporation engaged in furnishing gas, oil, or electricity for light, fuel, or power; or in furnishing water for irrigation, fire protection, or other public

purposes; or in furnishing, for profit, hot or cold air or steam for heating or cooling purposes; or engaged in collecting, transporting, treating, purifying and disposing of sewage through a system, for profit; or in transmitting messages or furnishing public telecommunication services, and all corporations other than municipal, operating as common carriers. However, a message transmitting company is only a public service corporation if it is a common carrier.

Public Utility Easement means an easement or other real property right that is granted, dedicated, reserved or otherwise conveyed for the use of utility facilities, regardless of the language used in creating such right, and regardless of the inclusion of other authorized uses.

Right-of-way ("ROW") means an area of land, which by deed, conveyance, agreement, easement, dedication, usage or process of law, is reserved or dedicated to the Town for public purposes, including, but not limited to, street, highway, alley, public utility, pedestrian walkway, bikeway, or drainage.

Service Lateral means an underground facility that is used to transmit, distribute, or furnish communications from a common source to an end-use customer.

Telecommunications means the transmission, between or among points specified by the user or information of the user's choosing, without change in the form or content of the information as sent and received. **However, the term does not include commercial mobile radio services, pay phone services, interstate services, cable services, information services, or the leasing of dark fiber for transmission purposes.**

Telecommunications Corporation means any Public Service Corporation to the extent that it provides telecommunications services in this state.

Telecommunications Services means the offering of telecommunications for a fee directly to the public, or to such users as to be effectively available directly to the public, regardless of the facilities used.

Wavelength Division Multiplexer ("WDM") means a device that combines optical signals from multiple different single-wavelength end devices onto a single fiber. WDM carries two to four wavelengths per fiber.

SECTION 2. Permission to Use Right-of-Way

2.1 Grant of License. Subject to the provisions of this Agreement, the Camp Verde Town Code, and Arizona and federal law, Town grants to Licensee permission through a telecommunication license to use the designated "Use Area" portions of the ROW subject to and conditioned upon Licensee's full, timely, complete, and faithful performance of all terms and conditions of this Agreement.

2.1.1 Use Areas Defined. The Use Areas are the portion of ROW within the Town's corporate boundaries as shown on Exhibit A attached hereto and incorporated herein by reference. The ROW is limited to the public street and alley rights-of-way and public utility easements that are owned by Town from time to time

comprising Town's Public Utility Easement network. The land comprising the ROW will decrease, increase, and otherwise change over time due to abandonments, dedications, annexations, de-annexations, and other events that affect the amount of land included in Town's public utility ROW network inventory. This Agreement does not allow Licensee to use ROW that is abandoned, condemned, removed from the Town's corporate boundaries, or is otherwise no longer part of the Town's public utility easement network. It is the obligation of the Licensee to, from time to time, confirm that the Use Area is Town ROW.

- 2.1.2 Non-Use Areas. Licensee shall not use or occupy any area other than as permitted pursuant to this Agreement. The Facilities shall be confined to the Use Areas. The Use Areas do not include any third-party areas. Licensee agrees that its use of the third-party areas is dependent upon third party permission, which permission is outside of the control of the Town.

2.2 Conditions of Grant; Permitted Uses. Licensee's use and occupation of the ROW shall in all respects conform to all and each of the following provisions:

- 2.2.1 Permitted Uses. Licensee shall use the portions of the ROW solely for the uses allowed under this License and Agreement and shall conduct no other activity at or from those designated portions of the ROW where it has permission to be. The permitted uses are limited to the following:

2.2.1.1 Constructing, maintaining, repairing, and operating the Facilities as described in this Agreement.

2.2.1.2 To the extent that any Fiber Optic Networks within the route within the Town carry intrastate and/or interstate Calls as referenced by A.R.S. §§ 9-582 and 9-583, the Town hereby grants Licensee a revocable and nonexclusive Telecommunications License ("Nonexclusive License") to run concurrently with the term of this Agreement. The permission granted herein shall be limited to the Fiber Optic Network routes identified in the map submitted to the Town as part of Licensee's application and to future expansions or extensions that are done by Licensee in accordance with Section 12.

2.2.1.3 Such additional related uses for which Town may give consent from time to time. Such additional uses may only be conducted following Town's giving to Licensee notice of such consent. Town may terminate or impose conditions and limitations on such consent from time to time in Town's sole and absolute discretion.

2.3 Prohibited Uses. All other uses of the ROW are prohibited. Licensee may not allow third parties to use the Facilities for any use that Licensee itself does not have the authority under this License and Agreement to use the Facilities for. The Telecommunications License granted by this Agreement does not allow Licensee to provide one-way transmissions by anyone directly

to customers or any other type of video programming or other programming or transmission that may be subject to a cable television or video services system license or franchise. This License does not allow a Multichannel Video System and/or the providing of Multichannel Video Programming Services and the Parties agree that a separate agreement would be needed in order to have such a system or to provide such services.

2.4 Facilities Limited. The authority to install and construct any Conduit System and/or Fiber Optic Networks on Town property granted herein authorizes Licensee only to install such fiber as is necessary to construct and operate the infrastructure described in this Agreement in order to provide the authorized services and does not authorize Licensee to install or construct any Facilities not expressly provided for in this Agreement. Future expansions may be approved by a site license, if determined appropriate by the Town Engineer in his discretion, however, the terms and conditions of this Agreement shall apply to any such expansion area and Licensee shall provide to the Town an updated Exhibit A depicting the area by map. Any expansion requesting payment-in-kind of any nature in lieu of any part of the right-of-way use fee shall require Council approval and amendment of this Agreement to specify the terms of payment.

2.5 Empty Conduit. To the extent that Licensee occupies the ROW with solely empty Conduit and/or leased Dark Fiber and/or uses ROW to provide services other than telecommunication services as defined by A.R.S. § 9-581, such use and/or occupation of the ROW is subject to the terms and conditions of this Agreement and any applicable fees, permits and laws.

2.6 Compliance with Applicable Law. Licensee shall comply with all applicable laws as amended from time to time, including but not limited to, the Camp Verde Town Code and Arizona and federal law in the exercise and performance of its rights and obligations under this Agreement.

SECTION 3. Non-Exclusive Rights/Priority Rights

3.1 Non-Exclusive Grant. This grant is not exclusive, and nothing herein contained shall be construed to prevent Town from granting other like or similar grants or privileges to any other person, firm or corporation, or to deny to or lessen the powers and privileges granted to the Town under the Constitution and laws of the State of Arizona.

3.2 Subject to Town's Use or Occupancy. Any and all rights granted to Licensee shall be subject to the prior and continuing right of Town to use the ROW exclusively or concurrently, with any other person or persons, and to manage Town's owned facilities. Any and all rights to occupy the ROW granted to Licensee shall also be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims to title which may affect public property. Nothing in this License shall be construed to grant, convey, create, or vest a perpetual real property interest in land to Licensee, including any fee or leasehold interest, easement, or any franchise rights.

3.3 Subject to Others' Use or Occupancy. Any right or privilege claimed pursuant to this Agreement by Licensee for any use of any ROW shall be subordinate to: A) any prior or subsequent lawful occupancy or use thereof by the Town or any other governmental entity; B)

any prior lawful occupancy or use thereof by any other person; C) and to any prior easements therein, provided however, that nothing herein shall extinguish or otherwise interfere with property rights established independently of this Agreement.

3.4 Rights Reserved to Town. There is hereby reserved to Town every right and power required pursuant to this Agreement to be herein reserved or provided by any lawful ordinance and Licensee by its execution of this Agreement agrees to be bound thereby and to comply with any lawful action or lawful requirements of the Town in its exercise of such rights or power, heretofore or hereinafter enacted or established. Neither the granting of any Agreement nor any provision hereof shall constitute a waiver or bar to the exercise of any lawful governmental right or power of Town.

3.5 Town's Modification Rights. Nothing in this Agreement shall be construed to prevent the Town from abandoning, altering, improving, repairing, or maintaining its Facilities and/or the ROW, and for that purpose to require Licensee, at no expense to the Town, to remove, relocate or abandon in place Licensee's Facilities in order to accommodate the reasonable activities of the Town. The Town shall not be liable for lost revenues sustained by Licensee, however caused, because of damage, modification, alteration, or destruction of its Facilities in the ROW, when such costs or lost revenues result from the construction, operation, and/or maintenance of Town facilities and/or the ROW, provided that the activities resulting in such costs or lost revenues are conducted in accordance with applicable laws and regulations and do not result due to the Town's gross negligence or willful misconduct.

SECTION 4. Notice of Other Users

4.1 Third Party Contracts. Licensee may enter into contracts with unrelated third parties ("Users") in the ordinary course of Licensee's business for use of the Conduit Systems and/or Fiber Optic Networks within the portions of the ROW subject to this Agreement. Such contracts ("User Contracts") shall be subject to all requirements and provisions of this Agreement and the following:

- 4.1.1 No person shall transmit voice, video, or data over the Fiber Optic Networks or otherwise use the Conduit System(s) except under a User Contract with Licensee.
- 4.1.2 Such Users shall not perform any construction, maintenance, repair or other work of any kinds in the ROW related to the Fiber Optic Networks or Conduit System(s) and the identity of such Users must be disclosed to the Town upon request but such information will be considered Confidential and Proprietary under Section 31. All User Contracts shall prohibit such Users from performing any construction, maintenance, repair, or other work of any description in the ROW related to the Fiber Optic Networks or Conduit System(s), unless such Users have an agreement with the Town.
- 4.1.3 In the event the User Contract provide for the User to construct, install, operate or maintain any portion of the Fiber Optic Networks or Conduit System(s) within the route in the ROW, no such arrangement shall proceed until the User enters into an Agreement with the Town for use of the Town's ROW.

4.2 Responsible for Third Party Users. Licensee shall cause to comply with this Agreement all persons using the ROW through or under Licensee or this Agreement. Licensee is responsible for any violations of this Agreement by persons using the ROW through or under Licensee or this Agreement.

SECTION 5. Description of the Services and Routes

Licensee currently uses its Fiber Optic Network to provide the following services: Provider of Internet based service for the general use of residential and commercial customers.

SECTION 6. Regulatory Conditions Relating to Right-of-Way Usage

For purposes of this Agreement, whenever work is done in the ROW relating to any of the Facilities, Licensee agrees that it is solely responsible for the acts, errors, omissions, and any negligence of any or all of its Contractors and that the obligations of Sections 6 and 7 are imposed on both Licensee and any of its Contractors, who will be considered Licensee's agents and for whom Licensee will be responsible. Licensee will ensure that Licensee and its agents comply with ROW use requirements as follows:

6.1 Registration. Licensee agrees to register with the Town by completing an application or renewal form and paying the applicable application fee.

6.2 Notice of Changes. Licensee shall file a proposed amendment to the registration before it makes any change that would render the registration information incomplete or inaccurate. A change of Licensee's name or address must be filed at least 10 days prior to the date the change becomes effective; a change in the telephone number must be filed 10 days before the change becomes effective.

6.3 Facilities Construction. Licensee is completely responsible for ensuring that its Facilities are constructed, installed, operated and/or maintained in accordance with the Camp Verde Town Code and established practices with respect to such ROW and easements such as the proper permits being applied for prior to commencing any work and that the terms and conditions of such permits are strictly followed.

6.4 Plan Approval. Licensee's use of the ROW and easements under the control of the Town shall be according to plans approved by the Town Engineer, provided that such approval shall not be unreasonably withheld or delayed.

6.5 Interference Minimized. The Facilities to be constructed, installed, operated maintained, upgraded, and removed hereunder, shall be so located or relocated as to interfere as little as possible with traffic or other authorized uses within said ROW and easements. Any phases of construction and/or installation relating to traffic control, backfilling, compaction, and paving, as well as the location or relocation of said Facilities shall be subject to regulation by the Town Engineer.

6.6 Town's Reserved Powers. Licensee and its agents shall be subject to the Town's exercise of such police, regulatory, and other powers as it now has or may later obtain. Town shall have continuing jurisdiction and supervision over any Facilities located within or on ROW. Daily administrative, supervisory, and enforcement responsibilities shall be delegated and entrusted to the Town Manager or designee to interpret, administer, and enforce the provisions of this License and Agreement.

SECTION 7. Plan Approval, Permits, and Inspection

7.1 Required Approvals. No Facilities shall be installed, constructed, located on, or attached to any property within the Town until Licensee has applied for and received approval for permits from the Town Engineer. Licensee shall be solely responsible for any and all acts, errors, omissions and negligence of its Contractor(s) who are involved in the installation, construction, maintenance, repair, location, relocation and any other activity involving Licensee's Facilities subject to this License and Agreement. Additionally, Licensee and its Contractor(s) shall comply with all other provisions of the Camp Verde Town Code, regarding streets and sidewalks, and other applicable Town and/or county regulations, as applicable. All rights hereunder are granted under the express condition that the Town shall have the power at any time to impose lawful restrictions and limitations upon, and to make regulations as to Licensee's use of the ROW as may be deemed best for the public interest, safety, or welfare to the same extent that such restrictions and limitations are applied to all non-governmental users of the ROW.

7.2 Permits; Licenses. Licensee shall submit the applicable permit application(s) together with the details, plans, and specifications for Town review and approval, and pay all applicable application, review and inspection fees prior to any and all construction work performed pursuant to the rights granted under this Agreement. Licensee and/or its Contractor(s) shall abide by all stipulations of all licenses and permits issued. If Licensee desires to change the location of any portion of the Conduit System(s) and/or Fiber Optic Network(s), including any related Facilities or Equipment, from that set forth in the initial Permit Application, Licensee shall apply for and obtain approval for an amendment to the permit prior to installation or construction.

7.3 Multiple Permit Policy. The Town may issue reasonable policy guidelines to all licensees/users to establish procedures for determining how to control issuance of engineering permits to multiple licensees/users for the same one-mile segments of their Facilities. Licensee agrees to cooperate with the Town in establishing such policy and comply with the procedures established by the Town Engineer or designee to coordinate the issuance of multiple engineering permits in the same one-mile segments.

7.4 Approval; Denial. Town will approve or deny such applications based on the availability of space at the location sought by Licensee, safety, and other considerations in accordance with the Town's Code, applicable ROW construction regulations, and other applicable law. Licensee and/or its Contractor(s) agree to comply with the terms of Town-issued licenses and permits.

7.5 Construction Standards. Any new Conduit or other Facilities placed in the ROW will be constructed using industry standards horizontal directional drilling and trenching construction methods. Other material placed in the ground may include concrete manholes and fiber optic cable, splice cases, tracer wire, grounding material, mule tape, jet string and conduit plugs and

shall be installed in an organized fashion approved by the Town. Construction shall be in full compliance with Uniform Standard Specifications and Details for Public Works Construction sponsored and distributed by the Maricopa Association of Governments as amended (hereinafter referred to as "MAG"), any Town supplements to MAG, and the Town of Camp Verde encroachment and other permit regulations, as may be applicable.

7.6 System Component Changes. If Licensee desires to change the components of any of the Fiber Optic Network and such would require Licensee to obtain a permit, written approval of such change must be obtained from the Town Engineer.

7.7 Specifications. The Town shall have the right to inspect all construction or installation work performed subject to the provisions of this License and to make such tests as it shall find necessary to meet Town standards and the MAG Uniform Standard Specifications and Details for Public Works Construction to ensure compliance with the terms of this License and other pertinent provisions of law.

7.8 New System Installation. Any new Conduit system(s) and/or Fiber Optic Network(s) shall be installed as agreed upon by Licensee and the Town. If portions of this project will take place on the major arterial streets in Town, Licensee and Town will work to minimize the inconvenience to the citizens of Town and others who use those major arterial streets impacted by the project by developing segments of the project to be completed in sequence.

7.9 Minimal Interference with Town Uses. Any Conduit systems and/or Fiber Optic Network(s) to be constructed, installed, operated, and maintained under this Agreement shall be located or relocated so as to not unreasonably interfere with traffic, existing utilities, existing or future fire, emergency, or other Equipment, methodology, or technology (i.e., voice or other data carrying receiving of transmitting equipment), or other authorized uses over, under, or through said streets and public ways. If such unreasonable interference should occur, Licensee shall immediately discontinue using the Equipment, methodology, or technology that causes the interference until Licensee takes corrective measures to alter or eliminate such interference to the satisfaction of Town. Any such corrective measures shall be made at no cost to Town.

7.10 [Reserved.]

7.11 Facility Location Street Opening. Although the exact placement and location of any additional Facilities shall be determined by Town through the permit process, Town has expressed its desire to have any Facilities installed outside of the paved street areas whenever such location is feasible and reasonable. Arterial streets shall not be bored unless approved by the Town Engineer. In the event that a street opening in new pavement or resurfaced pavement cannot be avoided, Town Ordinance 2024-A497 placing restrictions on which streets are eligible for trenching shall be invoked. Once installation is complete, Licensee shall restore the property, improvements, or landscaping disturbed by Licensee or its Contractors to a condition substantially comparable to the condition before the construction in compliance with Town standards, as applicable, and the restoration shall be performed with due diligence within a reasonably prompt time.

7.12 Representative. Licensee shall also provide and identify a representative, such as a project manager, who shall be the contact person for the Town during any construction periods.

7.13 Neighbor Notification. Prior to the start of any construction work, Licensee shall provide written notice to the businesses and/or residences adjacent to the work being done. If an emergency requires activity without such written notice, Licensee shall use reasonable best efforts to provide timely actual notice to the owners or other persons having lawful control of the adjoining property.

7.14 Opening or Alteration. Whenever Licensee or its Contractors shall cause any opening or alteration to be made for any purpose in any public streets, or public places, the opening or alteration shall be completed and restored with due diligence within seven (7) business days, or such time as allowed by the Town Engineer. Licensee shall upon the completion of the opening or alteration, restore the property, improvements, or landscaping disturbed to a condition substantially comparable to the condition before the opening or alteration and in compliance with any Town standards, as applicable, and the restoration shall be performed with due diligence within a reasonably prompt time.

7.15 Traffic Control

All traffic shall be regulated in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) standards and applicable Town policies and regulations, with a plan for such traffic control provided to the Town for review and approval. Licensee shall designate an American Traffic Safety Services Association (ATSSA) certified individual who is well-qualified and experienced in construction traffic control and safety, to be responsible for implementing, monitoring, and altering traffic control measures as necessary to insure that traffic is carried through the work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazard and accidents. Licensee shall have full responsibility and liability for traffic control for work performed by Licensee or their Contractors. Town will make no payment for traffic control. In the event Licensee or its Contractor(s) damage any traffic signal equipment, traffic signal conduit, loop detectors, and/or circuits, it shall have them repaired immediately at its expense by an electrical contractor that has had traffic signal experience which is approved by the Town. Any damage caused by Licensee or its Contractor(s) or subcontractors that are repaired by the Town will be billed to Licensee at two times the cost.

7.16 Clean Up. Licensee and/or its Contractor(s) shall, during construction and upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and keep the work site of the work and ROW in a safe, neat and clean condition.

7.17 Safety. Licensee and Licensee's Contractor(s) shall be solely and completely responsible for the conditions of any job site where the infrastructure is being placed, including safety of all persons (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable federal (including OSHA), state, county, and local laws, ordinances,

codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed.

7.18 Blue Stake. Licensee and its Contractor(s) shall comply with A.R.S. §§ 40-360.21 through 40-360.32.

SECTION 8. Hazardous Substances

8.1 Applicable Law. Licensee's and its Contractor(s)' activities upon or about the ROW shall be subject to the following regarding any hazardous or toxic substances, waste, or materials, or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, *et. seq.*, the Arizona Hazardous Waste Management Act, A.R.S. §§ 49-901, *et. seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, *et. seq.* or the Toxic Substances Control Act, 15 U.S.C. § 2601, *et. seq.* or any other federal, state, county or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances").

8.2 Toxic Substance Restrictions. Licensee and/or its Contractor(s) shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the ROW. The prohibitions of the preceding sentence only shall not apply to:

8.2.1 Vehicle Use. Ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the ROW. Such materials must be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery.

8.2.2 Batteries. Electric backup batteries.

8.3 Disposal. Licensee and/or its Contractor(s) shall dispose of any Toxic Substances away from the ROW as required by law and as reasonably required by Town.

8.4 Use Restriction. Licensee and/or its Contractor(s) shall not use the ROW in a manner inconsistent with regulations issued by the Arizona Department of Environmental Quality, or in a manner that would require a permit or approval from the Arizona Department of Environment Quality or any other governmental agency. The preceding sentence does not prohibit ordinary permits for control of dust during construction permitted by this Agreement.

8.5 Town Held Harmless. In addition to and without limitation of any other indemnities or obligations, Licensee shall pay, indemnify, defend and hold Town harmless against any loss or liability incurred by reason of any Toxic Substance on or affecting the portion of the ROW used that is attributable to or directly caused by Licensee, its Contractor(s) or anyone using the ROW under this Agreement.

8.6 Notice to Town. Licensee and/or its Contractor(s) shall immediately notify Town of any Toxic Substance at any time discovered or existing upon the ROW. Licensee is not responsible for Toxic Substances that may exist at the ROW if Licensee's Contractors and/or any other persons using the ROW under this Agreement did not do any of the following: (A) Participate in the Toxic Substance coming to the ROW; (B) Fail to immediately report the Toxic Substance to Town; (C) Participate in spreading or otherwise disturbing the Toxic Substance; or (D) Exacerbate the effects of the Toxic Substance or the difficulty or cost of dealing with the Toxic Substance.

8.7 Acknowledgement of Potential Toxic Substances. Licensee understands the hazards presented to persons, property, and the environment by dealing with Toxic Substances. Licensee acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic Substances containing materials.

8.8 Notice of Violation. Within twenty-four (24) hours after any violation by Licensee and/or by its Contractor(s) of this Agreement pertaining to Toxic Substances, Licensee shall give Town notice reporting such violation.

SECTION 9. On-Call Assistance

Licensee shall be available to staff employees of any Town department having jurisdiction over Licensee's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the installation, operation, maintenance, or removal of its Facilities. Licensee shall use reasonable efforts to respond to any issues within the time frames specified in its service level agreements. Licensee shall make arrangements with a local entity to handle any necessary problems or complaints.

SECTION 10. Mapping Requirement

10.1 As-Built Drawings. Licensee shall maintain As-Built Drawings of its Facilities located within the ROW and furnish a copy both electronically (or in a mapping format compatible with the current Town electronic mapping format as specified by the Town) and in hard copy form on an annual basis or upon reasonable request by the Town. Licensee shall create and maintain maps of any of its Conduit System and/or Fiber Optic Network routes, new routes, and any above ground Equipment located in the ROW and precise and verifiable horizontal and vertical location information and will make this information available to the Town. Licensee will also provide surface-location marking of any of Licensee's Facilities that are located underground within any public ROW within 10 business days of installation. The information provided by Licensee under this section shall be accurate to the best of Licensee's knowledge. Licensee shall make every reasonable effort to provide accurate and useful information. Licensee shall be permitted to remove any information from the drawings provided hereunder that is not required for the Town's purposes or is otherwise confidential to Licensee.

10.2 Failure to Provide Updates. If complete updates are not provided in a compatible format, Licensee shall pay the actual, reasonable costs the Town incurs to update the Town's electronic mapping format due to the location or relocation of Licensee's Facilities.

10.3 Incorrect Format Records. In the event Licensee fails to supply records in the Town specified format and there is a cost to the Town in converting Licensee provided files, Licensee will be responsible for the conversion costs and will pay such costs within 30 days of the date of the bill from the Town invoicing the amount due.

10.4 Confidentiality. The files and drawings provided by Licensee to the Town shall be considered confidential and subject to the restrictions in Section 31 below and disclosed as a public record only to the extent required by A.R.S. § 39-126.01.

SECTION 11. Relocation

11.1 Relocation Costs. Licensee shall relocate at no expense to the Town any Facilities or other encroachment installed or maintained in, on or under any public place or ROW, as may be necessary to facilitate any public purpose and Town project whenever directed to do so by Town. However, to the extent that the Town receives grant funds from any third parties or government entities for a project that requires the relocation of Facilities owned, operated, and/or maintained by Licensee, the Town shall allocate such funds to the relocation of Licensee's Facilities, if such allowance is permitted by such grant funds. If more than one licensee is required to relocate for the same project, and is eligible for reimbursement, any such funds shall be distributed on a pro rata basis based on the total relocation costs of each of the licensees eligible for such reimbursement. Licensee shall not hold the Town liable for failure to request or file a claim for any funds for the relocation of the Licensee's Facilities. Such relocations shall be accomplished in accordance with the directions from Town and shall be pursuant to the same terms and conditions as the initial installation allowed pursuant to this Agreement and any applicable issued permits.

Within 90 days after service of notice by the Town, Licensee shall remove the designated portions of the Facilities, or in the event that, by the nature of the removal such removal cannot be performed within the 90-day period, Licensee shall take reasonable steps to remove the Facilities and diligently prosecute the removal to completion, and, if requested, restore the sidewalks and other ROW to a condition comparable to the condition before the construction of the public improvement at no cost and expense to the Town. Town agrees to cooperate with Licensee to identify alternate locations where available within the ROW.

11.2 Relocation Permits. Licensee agrees to obtain a permit as required by this Agreement prior to removing, abandoning, relocating or reconstructing any portion of its Conduit System(s) or Fiber Optic Network(s) on public property or ROW. Notwithstanding the foregoing, Town understands and acknowledges there may be instances when Licensee is required to make repairs that are of an emergency nature or in connection with an unscheduled disruption of the Facilities. Licensee will maintain any annual permits required by the Town for such maintenance and emergency repairs. Licensee will notify Town before the repairs and will apply for and obtain the necessary permits in a reasonable time after notification.

11.3 Town Self-Help. If the Town needs to perform any part of the necessary relocation or removal work that has not been done within the time required by the Town, it shall be entitled to

seek payment for such relocation costs by drawing upon the letter of credit or security fund required by this Agreement pursuant to Section 25.

11.4 Consent. Except as otherwise provided herein, Town shall not, without the prior written approval of Licensee, intentionally alter, remove, relocate, or otherwise interfere with any portion of Licensee's Facilities unless otherwise allowed by this Agreement. Any written approval required shall be promptly reviewed and processed by Licensee and shall not be unreasonably withheld.

SECTION 12. Expansion or Extension of the Current Use Area

12.1 Approval Required. Any further expansion and/or extension of Licensee's Fiber Optic Network and or empty Conduit placement shall require written approval from Town, which may be approved by a site license approved by the Town Engineer so long as any expansion requesting payment-in-kind of any nature in lieu of any part of the right-of-way use fee shall require Council approval and amendment of this Agreement to specify the terms of payment.

12.2 Expansions Governed by this Agreement. Licensee agrees that such further expansions and/or extensions shall be at all times governed by the terms and conditions of this Agreement.

12.3 Information Required. Requests for expansions and/or extensions should identify the route, number of conduits, size of conduits, fiber count, and intended use.

SECTION 13. Damage to Public Property

13.1 Duty to Restore Damage. In addition to any indemnity obligation under this License and Agreement, whenever the installation, use, maintenance, removal, or relocation of any of Licensee's Facilities is required or permitted under this Agreement, and such installation, removal or relocation damages or disturbs the surface or subsurface of any ROW or public property or the public improvement located thereon, therein, or thereunder, however such damage or disturbance was caused, Licensee, at its sole cost and expense, shall promptly restore the surface or subsurface of the ROW or public property and/or repair or replace the surface, subsurface and/or public improvement therein, or thereunder, in as good a condition as before in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the Town Engineer. If Licensee does not repair the damage or disturbance as just described, then Town shall have the option, upon 10 days prior written notice to Licensee, to perform or cause to be performed such reasonable and necessary work on behalf of Licensee and to charge Licensee for the proposed costs to be incurred or the actual costs incurred by the Town at Town's standard rates.

13.2 Emergency Restoration. Notwithstanding the notice provision above, in the event of a Public Emergency, the Town shall have the right to immediately perform, without prior written notice to Licensee, such reasonable and necessary work on behalf of Licensee to repair and return public property to a safe and satisfactory condition in accordance with applicable laws, normal wear and tear excepted, reasonably satisfactory to the Town Engineer. The Town shall provide written notice to Licensee of the repairs as soon as practicable after the work has begun.

Licensee agrees that any severed Town-owned Conduit and/or fiber must be completely repaired or replaced to the nearest splice point. If the Town needs to perform any part of the necessary repairs, relocation and/or removal work, it shall be entitled to seek payment for such repairs, relocation and/or removal costs from Licensee and may draw upon a bond and/or letter of credit or security fund required by this Agreement in full or partial satisfaction of such costs, if payment is not made by Licensee as required by Section 13.3 below.

13.3 Pavement Restoration Costs. Licensee agrees to restore the pavement and to reimburse the Town for all costs arising from the reduction in the service life of any public road for any pavement cuts by Licensee. Licensee agrees to pay within 30 days from the date of issuance of an invoice from Town. Failure to do so shall entitle Town to draw upon the letter of credit or security fund and/or performance bond.

13.4 Payment Deadline. Upon the receipt of a demand for payment by Town, Licensee shall, within 30 days, reimburse Town for any costs.

SECTION 14. Public Emergency Disruption by Town

Town shall have the right, because of a Public Emergency, to sever, disrupt, remove, tear out, dig-up, or otherwise damage and/or destroy Facilities of Licensee without any prior notice if the action is deemed necessary by the Town Manager, Town Marshal, Town Engineer, or Public Works Director. In such event, neither the Town nor any agent, contractor, or employee of the Town shall be liable to Licensee, its Contractors or its customers or their parties for any harm so caused to them or the Facilities, unless such damages are caused by Town's gross negligence or willful misconduct. When practical and if possible, Town will consult with Licensee in advance to assess the necessity of such actions and to minimize to the extent practical damage to and disruption of operation of the Fiber Optic Networks. Town shall inform Licensee of any actions taken. Licensee shall be responsible for repair at its sole expense of any of its Facilities damaged pursuant to any such action taken by Town.

SECTION 15. Public Safety/Hazards

If any of Licensee's Facilities or activities present any immediate hazard or impediment to the public, to the Town, to other improvements or activities within or outside of the route area(s), or to Town's ability to safely and conveniently operate the ROW or perform Town's utility, public safety and/or other public health, safety and welfare functions, then Licensee shall immediately remedy the hazard at no expense to Town to remove any such hazard or impediment. If the Licensee's response is delayed or the work cannot be completed within a reasonably practicable time, the Town may take action to remove any immediate hazard or impediment to the public.

SECTION 16. Contractors

The specific independent Contractors and/or subcontractors identified and used by Licensee for the construction activities to expand and extend Licensee's Facilities and Service Area will need to be approved by the Town Engineer or designee prior to issuance of construction permit. Approval shall not be unreasonably withheld, delayed, conditioned, or denied. Any Contractors

performing construction work within the ROW or public easements shall comply with licensing requirements of the Arizona General Contractors. Licensee represents and warrants all independent Contractors maintain coverages the same as all the requirements stated herein for Licensee.

SECTION 17. Legal Workers

If, and to the extent A.R.S. § 41-4401 is applicable to this Agreement, Licensee shall comply with laws regarding workers as follows:

17.1 Warranty of Compliance. Licensee warrants to Town that Licensee and all of its Contractors will comply with federal immigration laws and regulations that relate to their employees and that there is compliance with the E-Verify Program under A.R.S. § 23-214.

17.2 Breach of Warranty. A breach of the foregoing warranty by Licensee shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement.

17.3 Inspection of Records. Town retains the legal right to inspect records to ensure compliance with the warrant given above.

17.4 Warranty of Violations. Licensee shall indemnify, defend, and hold Town harmless for, from, and against all losses and liabilities arising from any and all violations of the warranty given above.

SECTION 18. Effective Date and Validity of Agreement

18.1 [RESERVED]

18.2 Representation and Validity of Agreement. Licensee shall acknowledge that as a condition of acceptance of this Agreement, Licensee was required to be represented throughout the negotiations of the Agreement by its own attorneys and Licensee had the opportunity to consult with its own attorneys about its rights and obligations regarding the Agreement. Licensee acknowledges and accepts the right and authority of Town to execute this Agreement and to enforce the terms herein.

SECTION 19. Term of Agreement

The original term of this License and Agreement shall terminate 11:59 p.m. on the date prior to the date that is the fifth (5th) annual anniversary of the Effective Date of this Agreement, unless sooner terminated as set forth in this Agreement.

SECTION 20. Modification, Renewal, Extension

20.1 Renewal Process. At the end of the original Term, this License and Agreement shall be renewed for an additional five (5) years ("Extension Term"), if Licensee has complied with the

License and Agreement's terms and conditions. Such Extension Term would expire at 11:59 p.m. on the fifth (5th) anniversary of the beginning date of the Extension Term (same day and month as the original Term's anniversary date), unless either party provides written notice of non-extension to the other party at least ninety (90) days prior to the expiration of the Extension Term.

20.2 Renewal Fee. The Town's renewal fee shall be paid at the time of the submission of the application.

20.3 Agreement Changes. Town shall have the right to renegotiate any of the terms that may be required by applicable federal, state or local law or regulations. Licensee understands that the Town may adopt future code amendments and/or fee schedules relating to Facilities located within the ROW, which may replace in its entirety the current fees and other costs imposed under this Agreement. Licensee acknowledges the right of the Town to adopt and implement such lawful code amendments and/or fee schedules.

20.4 Holdover Term. If Licensee's Facilities remain in the ROW, and Licensee continues to use such Facilities beyond the expiration of the license term and pay the annual fees, the License shall be considered to be in a "Holdover Term," subject to the terms and conditions of this Agreement. Such Holdover Term, however, shall not exceed sixty (60) days beyond the expiration of the term or until the date of the first Town Council meeting scheduled immediately after the expiration of the term, and no permits will be issued to Licensee by the Town until a new License has been approved by the Town Council.

20.5 Expiration of Holdover Term. Failure by Licensee to have a valid License and Agreement to use the ROW by the expiration of the Holdover Term shall result in immediate withdrawal and revocation of any existing permits issued by the Town to Licensee. If, however, Licensee has timely filed its application and is in active negotiations with the Town prior to the expiration of the License and Agreement, the Town may, in its discretion, grant, extend, or take no action on permits issued to Licensee prior to the expiration of the Agreement.

SECTION 21. Payments

21.1 No Rights Waived. By entering into this Agreement, neither party waives any current or future rights reserved under the Telecommunications Act of 1996, including but not limited to, those rights set forth in Section 253(c), reserving the Town's right to manage the public ROW and to require fair, non-discriminatory and reasonable compensation for use of the public ROW.

21.2 Payments to Town. Licensee shall be solely responsible for payment to Town as follows:

21.2.1 Application Fee. Licensee shall pay Town an application fee in the amount of two thousand five hundred dollars (\$2,500.00) for the administrative costs involved in the issuance of this License, which shall be due after execution of this Agreement at the time of the submittal of the application.

21.2.2 Transaction Privilege Tax. Licensee will owe transaction privilege tax on any qualifying services under the Camp Verde Town Code.

21.2.3 ROW Usage Fee for Provision of Interstate Telecommunications Services. A Fiber Optic Network in the ROW that carries interstate traffic between and among Licensee's interstate points of presence exclusive of the Fiber Optic Network used by the local network and the portion of the interstate network that carries intrastate calls is subject to an annual fee based on the number of linear feet of trench in the ROW. The annual fee is \$2.10 per linear foot of trench in the ROW, which may be adjusted annually based on the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index-All Urban Consumers, West Region for All Items (CPI). If there is no increase in the CPI, the fee shall remain what it was for the prior year. The total annual fee shall be paid in four equal quarterly installments, due on the first day of each calendar quarter.

21.2.4 Compensation for Use of ROW. Licensee agrees to pay an annual fee for the portion of the ROW used by Licensee for Dark Fiber or Conduit leasing to Users, empty Conduit occupation of the ROW, and any other uses other than those conforming to the definition of Telecommunication Services as defined in A.R.S. § 9-581. Unless a different calculation for fair and reasonable compensation is agreed to by the Town, the fee will be calculated at the same linear foot rate as in Section 21.2.3 above.

21.2.4.1 Licensee warrants and represents that at the time of the execution of this Agreement, it is not leasing Dark Fiber or Conduit to third party Users within the ROW. In the future, should Licensee lease any of its Dark Fiber or Conduits to a third-party User, Licensee shall immediately notify the Town of the location and footage of such leased Dark Fiber or Conduit route(s) and pay a pro-rated linear foot fee that is due for the length of such route(s), unless a different calculation for fair and reasonable compensation is agreed to by the Town.

21.2.4.2 Alternative Compensation for use of ROW. The annual fee payment set forth in Subsection 21.2.3 above, shall be reduced in the event the Parties agree to an in-kind payment arrangement, which may include Conduit and/or fiber, and shall be less than or equal to and offset against the linear foot charge, as agreed to by the parties. The terms of any such alternative compensation shall be set forth below in Section 22, which may be amended from time to time along with Exhibit A to this Agreement, if Licensee expands its areas in the Town.

21.3 Annual Payments. For any annual payment(s) owed, Licensee shall make such payment(s) to the Town within 30 business days of the Effective date of this Agreement and by the anniversary of such Effective Date thereof for the duration of the term.

21.4 Arrearage. As of the date of this Agreement, the Town agrees that Licensee has no outstanding amounts owed to the Town and will begin this Agreement in good standing.

21.5 Permit Fees. Licensee shall pay all applicable plan review and construction permit fees to place Facilities in the ROW, which includes charges for encroachment permit applications, issuance, inspection, testing, plan review and any other fees adopted by Town and applicable to persons doing work and/or encroaching in the Town's ROW pursuant to Camp Verde Town Code.

21.6 Damage Fees. Licensee shall pay any reasonable costs associated with any damage caused to the ROW or public property.

21.7 Pro-rated Fees. Within thirty (30) days after the issuance of a permit for the installation of additional footage of Conduit(s), if such installation subjects Licensee to an annual fee pursuant to Section 21.2.3 or Section 21.2.4 above (if applicable), Licensee will pay a pro-rated portion of the annual fee, as adjusted, per linear foot for that section of its expanded route. The prorated annual fee shall be determined by multiplying the annual footage fee, as adjusted, for the year of payment, by a fraction, the numerator of which is the number of full months between the month installation and the next following anniversary date of this Agreement and the denominator of which is 12. In the event, Licensee cancels or returns a permit and does not construct or install Facilities, which had been approved by such a permit, the footage fees previously paid for ROW or public property used or occupied by Licensee shall be applied as a credit toward any annual fee or refunded to Licensee by Town.

21.8 Checks. Any checks should be sent to the Town at Town of Camp Verde Finance Department, 600 S 1st Street, Camp Verde, AZ 86322, or as otherwise directed by the Town.

21.9 Interest. Licensee agrees that if it fails to pay any amounts owed to the Town by the time prescribed for payment, Licensee shall pay interest on the amounts owed, at the rate of one percent (1%) per month. If the dispute is later resolved in favor of the Town, Licensee will owe the interest on the amount determined to be owed.

SECTION 22. In-Kind Payment as an Offset to Fees Owed

[Reserved.]

SECTION 23. Taxes

Licensee shall pay any applicable Town, county, and state transaction privilege and use tax. Such taxes are in addition to any non-tax amounts owed by Licensee pursuant to Section 21. Licensee consents to the disclosure of information reported on Licensee's transaction privilege tax returns by authorizing the Town's tax collector to release information to the Town Manager or designee.

SECTION 24. Performance Bond

24.1 Bond Requirements. Prior to receiving any permit to construct, install, maintain or perform any work on public property that requires a permit from the Town pursuant to applicable Town codes, Licensee shall cause to be filed and maintain until either completion of the construction or termination of this Agreement as determined by Licensee, a faithful performance bond in favor of Town in the sum of One Hundred Thousand Dollars (\$100,000) or the amount of the construction costs (whichever is greater) to guarantee that Licensee shall observe, fulfill and perform each and every term of this Agreement. In case of any breach of any condition of this Agreement, any amount of the sum in the bond, up to the whole thereof, may be forfeited to compensate Town for any damages it may suffer by reason of such breach. Said bond shall be acknowledged by Licensee, as principal, and shall be issued by a surety with an AM Best rating of A-VII or better for the last four quarters. Town and Licensee agree that the process and procedure for drawing upon, curing, and replenishing the performance bond shall be the same as set forth below for the security fund and/or letter of credit.

24.2 Bond Release. If Licensee has completed the above construction and wants the bond released, the Town will need to inspect and approve the construction prior to such release. However, a performance bond will be required for each subsequent or additional construction project and/or work on public property.

SECTION 25. Security Fund

25.1 Deposit Required. Upon application for use of the ROW, but no later than five (5) business days before this Agreement is submitted to the Town Council for approval, Licensee shall provide either a cash deposit or domestic irrevocable standby letter of credit to the Town Engineer in the initial amount of Fifty Thousand Dollars (\$50,000) as a security fund that is in a form as approved by the Town Attorney. Said cash deposit or letter of credit shall be maintained with the Town for the term of this Agreement as security for the faithful performance by Licensee of all the provisions of this Agreement, and compliance with all lawful orders, permits and directions of any department or office of the Town having jurisdiction over its acts or defaults under this Agreement and any permit issued pursuant thereto, and the payments by Licensee of any fees, claims, liens and taxes due the Town which arise by reason of the construction, operation or maintenance of the Facilities. Upon material default that remains uncured (after written notice) for greater than 30 days the Town shall have the full power of withdrawal of funds from the cash deposit put into the security fund account or letter of credit except that all interest accrued on any cash deposit shall be payable to Licensee on demand. No withdrawals shall be made from the security fund account without the prior written approval of the Town Manager and 60 days prior written notice of intent to withdraw to Licensee.

25.2 Withdrawal. Within 20 days after notice to Licensee that any amount has been withdrawn by Town from the security fund account or letter of credit, Licensee shall deposit a sum of money sufficient to restore such security fund account to the original amount or present to the Town an additional irrevocable letter of credit in said amount so that the total amount of funds available to the Town is Fifty Thousand Dollars (\$50,000).

25.3 Restoration of Deposit Amounts. If Licensee fails, within 10 business days of a notice of intent to draw on either the security fund account or on the letter of credit, to either

dispute the notice in writing; or pay Town any taxes or fees due and unpaid; or fails to repay to Town, within such 10 business days of such notice, any damages, costs or expenses which Town shall be compelled to pay by reason of any act or default of Licensee in connection with this Agreement; or fails, within 30 days of such notice of failure by Town to dispute the notice in writing, or comply with any provision of this Agreement which Town reasonably determines can be remedied by an expenditure of funds from the cash deposit in the security fund account or letter of credit, Town may immediately withdraw the amount thereof, with interest from the security fund account. Upon such withdrawal, Town shall notify Licensee of the amounts and date thereof.

25.4 Erroneous Withdrawal. Any funds that Town erroneously or wrongfully withdraws shall be returned to Licensee, within 30 business days of such a determination. If the Licensee believes any funds have been erroneously or wrongfully discharged, the Licensee shall provide written notice to the Town and allow the Town an opportunity to resolve the issue in good faith.

25.5. Rights Reserved. The rights reserved to Town, with respect to the security fund account and/or letter of credit, are in addition to all other rights of Town whether reserved by this Agreement or authorized by law, and no action, proceeding or exercise of a right with respect to such security fund account or letter of credit shall affect any other right Town may have.

SECTION 26. Insurance

26.1 Minimum Limits of Insurance. Licensee shall at all times during the term of this Agreement, at its own cost and expense, carry and maintain for the mutual benefit of the Town and Licensee, general public liability insurance against claims for bodily injury, death or property damage, products/completed operations and personal and advertising injury, which insurance shall cover claims as may be occasioned by the operations, act, omission or negligence of Licensee or its officers, agents, representatives, employees or servants during all times that this License and Agreement is in effect. Insurance limits are inclusive of umbrella coverage. Licensee shall maintain limits no less than those stated herein for each type of insurance.

26.2 General Requirements. Licensee's insurance, the types and amounts required in this section, shall be from companies possessing a current A.M. Best, Inc. rating of A-VII, or better and legally authorized to do business in the State of Arizona.

26.2.1 All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of Town, constitute a material breach of this Agreement and may result in termination of this Agreement.

26.2.2 The insurance coverage, except workers' compensation, required by this Agreement, shall name Town, its agents, representatives, directors, officials, and employees, as additional insureds, and shall specify that insurance afforded Licensee shall be primary insurance, and that any self-insured retention and/or insurance coverage carried by Town, or its employees shall not contribute to the coverages provided by Licensee. This provision and the naming of the Town as

an additional insured shall not be construed as giving rise to responsibility or liability of the Town for applicable deductible amounts under such policy(ies).

- 26.2.3 The insurance policies shall contain a waiver of transfer rights of recovery (subrogation) against Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of Licensee's acts, errors, mistakes, omissions, work or service.
- 26.2.4 The insurance policies may provide coverage, which contain deductibles or self-insured retentions. Such deductible and/or self-insured retention shall be assumed by and be for the account of, and at the sole risk of Licensee who shall be solely responsible for the deductible and/or self-insured retention. The amounts of any self-insured retentions shall be noted on the Certificate of Insurance. Self-insured retentions of up to One Million Dollars (\$1,000,000) shall be accepted.
- 26.2.5 All policies shall contain an endorsement providing that the coverage afforded under such policies shall not be reduced, canceled or allowed to expire until at least thirty (30) days prior written notice has been given to Town ten (10) days prior to a written notice for non-payment of premiums.
- 26.2.6 Licensee shall be responsible for ensuring that the Town is notified within the above noted time period of the occurrence of any reduction in the insurance coverage amounts, cancellation or expiration of any of the policies as required by this License and Agreement.
- 26.2.7 Licensee shall include all Contractors as additional insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for Contractors shall be subject to all the requirements stated herein for Licensee.
- 26.2.8 Town reserves the right to periodically review said insurance limits to ensure coverage based on market and risk requirements throughout the effective term of this Agreement.

26.3 Proof of Insurance-Certificates of Insurance.

- 26.3.1 Prior to or upon execution of this Agreement, Licensee shall furnish to Town Certificates of Insurance issued by Licensee's agent or broker, as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect and obtain from the Town's Risk Management Division approval of such Certificates. Such certificate(s) shall include the endorsement listing the Town as an Additional Insured pursuant to Section 26.2.2 and shall be attached as Exhibit B to this Agreement.
- 26.3.2 If a policy does expire during the life of this Agreement, a renewal certificate must be sent to the Town prior to the expiration date.

26.3.3 All Certificates of Insurance shall identify the required policies in effect on behalf of Licensee, their policy period(s), and limits of liability. Coverage shown on the Certificate of Insurance must coincide with the requirements in the text of the Agreement documents. Information required to be on the Certificate of Insurance may be typed on the reverse of the Certificate and countersigned by an authorized representative of the insurance carrier or agent. Copies of the initial Certificate of Insurance and any and all subsequent renewals that are required under this Agreement shall be sent to the Town.

26.3.4. Town reserves the right to request, within 10 business days, certified copies of any or all of the herein required insurance policies and/or endorsements. Town shall not be obligated, however, to review same or to advise Licensee of any deficiencies in such policies and endorsements, and such receipt shall not relieve Licensee from, or be deemed a waiver of Town's right to insist on, strict fulfillment of Licensee's obligations under this Agreement.

26.4 Required Coverage.

26.4.1 Such insurance shall protect Licensee from claims set forth below that may arise out of or result from the operations of Licensee under this Agreement and for which Licensee may be legally liable, whether such operations be by Licensee or by a consultant or Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts Licensee may be legally liable. Coverage under the policy will be at least as broad as Insurance Services Office, Inc., policy form CG 00 01 10 01 and CG 20 37 07 04 or equivalent thereof, including, but not limited to, severability of interest and waiver of subrogation clauses.

26.4.2 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Licensee's employees;

26.4.3 Claims for damages insured by usual personal and advertising injury liability coverage;

26.4.4 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

26.4.5 Claims involving contractual liability insurance applicable to Licensee's obligations under the Indemnification Agreement.

26.5 Commercial General Liability – Minimum Coverage Limits. The Commercial General Liability insurance required herein shall be written for not less than Five Million Dollars (\$5,000,000) limits of liability. Any combination between general liability and excess general liability alone amounting to a minimum of Five Million Dollars (\$5,000,000) per occurrence and an aggregate of Ten Million Dollars (\$10,000,000) in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance

Services, Inc.'s (ISO) Additional Insured, Form B, CG 20 10 10 01 and CG 20 37 07 04, and shall include coverage for Licensee's completed operations and products.

26.6 Worker's Compensation and Employer's Liability. Licensee shall maintain Worker's Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Licensee's employees engaged in the performance of the work or services; and Employer's Liability insurance of not less than One Million Dollars (\$1,000,000) for each accident, One Million Dollars (\$1,000,000) disease coverage for each employee, and One Million Dollars (\$1,000,000) disease policy limit. In case any work is subcontracted, Licensee will require the Contractor to provide Worker's Compensation and Employer's Liability to at least the same extent as required of Licensee.

26.7 Automobile Liability. If Licensee owns and/or operates vehicles in Arizona, Licensee shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000) each occurrence, together with a Five Million (\$5,000,000) umbrella overlaying that coverage, with respect to any owned, hired, and non-owned vehicles assigned to or used in performance of Licensee's work. Coverage shall be at least as broad as coverage Symbol 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 0001 0306, or any replacements thereof). Such insurance shall include coverage for pollution for upset/overturn/collision of the automobile(s) and loading and offloading hazards if hazardous substances, materials or wastes are to be transported and, if so, a MCS 90 endorsement shall be included with coverage limits of Five Million Dollars (\$5,000,000) per accident for bodily injury and property damage. For automobile liability insurance, contractors may require limits usual and customary for the operations but no less than One Million Dollars (\$1,000,000).

SECTION 27. Indemnity

27.1 Generally. Licensee acknowledges that it has liability for any and all of its Facilities installed in the public ROW and for its use of the ROW and for its exercise of its rights under this License and Agreement directly or through its Contractor(s), except to the extent of intentional acts or gross negligence on the part of the Town. To the fullest extent permitted by law, Licensee, shall defend, indemnify and hold harmless the Town, or its officials, boards, commissions, agents or employees, individually and collectively, from and against any and all Claims as defined in Section 1 arising out of or alleged to have resulted from or materially related to the acts, errors, mistakes, omissions of Licensee, its employees, agents, or any tier of Contractors or any other person for whose acts, errors, mistakes, or omissions Licensee may be legally liable and from any Claims or amounts arising or recovered under workers compensation laws or any other law, bylaw, or ordinance, order or decree related to any failure on the part of Licensee, its agent, employees or representatives to fulfill Licensee's obligations under this Agreement, whether resolution of the above Claim(s) proceeds to judgment or not. The provisions of this paragraph shall survive termination of this Agreement. This indemnification applies even if the party seeking damages makes a claim against the Town or brings a claim against the Town based on vicarious liability or non-delegable duty.

27.2 Defense Costs. Licensee further agrees to indemnify and hold harmless the Town, its officers and its employees from and against all costs, damages, and expenses incurred by the Town, its officers and its employees in the defense of any litigation brought by third parties challenging the right of the Town to enter into this Agreement with Licensee under Town or other applicable law.

27.3 Tender of Defense. In the event that any notice of claim is served, or litigation is commenced, Town shall tender the defense of the litigation to Licensee, who shall immediately defend the litigation. Licensee shall have the right to retain counsel of its own choice, to settle all or any part of the litigation on terms acceptable to Licensee (and, where such terms directly obligate or affect Town, acceptable to Town). Licensee agrees to keep the Camp Verde Town Attorney informed of the status and progress of all litigation involving the Town that has been tendered to Licensee or its insurance carrier.

27.3.1 Notice. The Parties shall promptly notify each other in writing of any claims, demands, or lawsuits which may involve the Town and provide copies of all relevant accident reports, incident reports, statements or other documents relevant to or which may lead to relevant materials or information, in the possession of the other party, its employees, agents, subcontractors, and/or others, promptly upon request.

27.3.2 Relevant Information. Both Parties agree to make their employees, agents, and Contractors available to the other party to gather any relevant information relating to an incident in which claims, demands, or lawsuits arise from.

27.4 Construction of Interpretation. It is the purpose of this section to provide maximum indemnification to Town under the terms and conditions expressed and, in the event of a dispute, this section shall be construed (to the greatest extent permitted by law) to provide for the indemnification of the Town by Licensee against any and all Claims. The sole exception shall be an express determination by a court of competent jurisdiction upon full adjudication of the case that the damages arose only from Town's sole gross negligence or intentional acts. Only in this event may Licensee then commence an action against Town for damages related to that portion judicially determined to be Town's fault.

27.5 Survival. The provisions of Section 27 shall be and remain a binding right and obligation of the Town and Licensee. It is the intent of Licensee and the Town upon the Effective Date of this Agreement that this Section serves as any such declaration and shall be a binding obligation of and inure to the benefit of Licensee and the Town and their respective successors and assigns, if any. Any failure by Licensee to indemnify the Town as required under this Section 27 shall be considered a material breach of this License and Agreement. Notwithstanding anything to the contrary herein, Licensee shall not be obligated to indemnify the Town on any provision of this Agreement that is later determined to be invalid.

27.6 Insurance No Limit. The amount and type of insurance coverage requirements set forth in this Agreement will in no way be construed as limiting the scope of the indemnity in this Section 27.

27.7 Reformation. As a condition to Licensor's executing this Agreement, Licensee specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Licensee for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law.

SECTION 28. Limitation of Liability

28.1 Limitation. The Town and its officers, agents, elected or appointed officials, employees, departments, boards and commissions, shall not be liable to Licensee or to its affiliates or customers for any interference with or disruption in the operations of Licensee's Fiber Optic Networks or the provision of services, or for any damages arising out of or materially related to Licensee's use of the ROW, except to the extent of intentional misconduct or gross negligence on the part of the Town its officers, agents, elected or appointed officials, employees, departments, boards and commissions.

28.2 No Liability for Agreement Enforcement. Licensee also agrees that it shall have no recourse whatsoever against the Town or its officials, boards, commissions, agents or employees for any loss, costs, expense or damages arising out of or materially related to any provision or requirement of the Town because of the enforcement of this License and Agreement.

28.3 Assumption of Risk. Licensee shall assume the risk of, and hereby relinquishes any claim against the Town in connection with any final, non-appealable determination by a court of competent jurisdiction that the Town lacked the current statutory authority under Arizona law to issue this License.

SECTION 29. Transferability of License and Agreement

29.1 Personal License. This License is personal to Licensee.

29.2 Transfer to Related Entity. Notwithstanding the foregoing, Licensee may transfer or assign this Agreement to any affiliate entity under common corporate control, or to the surviving entity in the event of a merger or acquisition of Licensee without Town's prior consent. Licensee shall however give notice to the Town of any such transfer or assignment.

29.3 Transfer to Unrelated Entity. Any transfer or assignment for reasons other than provided for in Section 29.2 above shall require the Town's prior consent, which shall not be unreasonably withheld, conditioned, or delayed provided that Licensee agrees that it will provide reasonable documentation about the proposed transfer or assignment.

29.4 Transfer Conditions. In making a determination as to whether to approve a transfer or assignment, the Town may consider the following:

29.4.1 The same information required on an original application for the License.

29.4.2 Whether Licensee is in compliance with its License and Camp Verde Town Code and if not, the proposed transferee's commitment to cure such noncompliance.

29.4.3 Whether the proposed transfer or assignment would result in an evasion of other applicable provisions of law or impair lawful contracts.

29.4.4 The effect of the transfer or assignment on the Town's interests.

29.5 Acceptance by Assignee. No application for a transfer of a license shall be granted unless the proposed transferee or assignee agrees in writing that it will abide by and accept all terms of the License and the Camp Verde Town Code and that it will assume all obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of Licensee under the Camp Verde Town Code and this License for all purposes, including renewal.

29.6 Approval not Waiver. Approval of the Town of a transfer or assignment of this License does not constitute a waiver or release of any of the rights of the Town, whether arising before or after the date of the transfer or assignment.

29.7 Transfer Remedies. When consent is required, any transfer without Town's consent shall be void and shall not result in the transferee obtaining any rights or interests in, under or related to this License and Agreement. Town may, in its sole discretion and in addition to all other lawful remedies available to Town under this Agreement or otherwise, and in any combination, terminate this Agreement, collect any fees owed from Licensee and/or declare the transfer to be void, all without prejudicing any other right or remedy of Town under this Agreement. No cure or grace periods shall apply to transfers or assignments prohibited by this Agreement or to enforcement of any provision of this Agreement against an assignee who did not receive Town's consent.

29.8 Transfer Fee. Licensee shall pay to Town in advance a nonrefundable fee for legal, administrative and other expenses related to every transfer (other than the sale of publicly traded stock) or to any request for a consent to transfer, whether or not Town grants such request, in an amount approved by Town in its fee schedule.

SECTION 30. No Third-Party Beneficiaries

No person or entity shall be a third-party beneficiary to this Agreement or shall have any right or cause of action hereunder. Town shall have no liability to third parties for any approval of plans, Licensee's construction of improvements, Licensee's negligence, Licensee's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance) required to be carried by Licensee, or otherwise as a result of the existence of this Agreement.

SECTION 31. Records

31.1 Recordkeeping. During the entire term of this License and Agreement, Licensee shall keep records and provide information to Town regarding the following:

31.1.1 The status of the construction, repair, location or relocation of Licensee's Facilities.

31.1.2 Information relating to any Fiber Optic Networks on portions of the route that are not exempt from a fee imposed for occupation of the ROW.

31.1.3 Information relating to this License and Agreement and/or to Town's or Licensee's rights or obligations under this License and/or Agreement.

31.2 Record Form. Licensee shall make available to Town the requested reports or records in the formats in which they are customarily prepared by Licensee.

31.3 Inspection. If necessary for the Town to determine Licensee's compliance with the terms of this License and Agreement or other applicable law, Licensee shall provide relevant documentation as requested by the Town and respond to questions in a format and time period to be decided by the Parties based on the nature of the request. Licensee shall also require its employees, agents, and accountants to give their cooperation and assistance in connection with Town's access to such records.

31.3.1 Such documentation can include information on the type of services Licensee is offering its customers (but not necessarily information disclosing any particular service being provided to a specific customer) and/or the financial information used in calculating any payments or taxes due to the Town under this Agreement. If Licensee determines that in order to respond to Town's request for documentation, it must reasonably provide Proprietary Information, Licensee shall so mark such documentation as "Confidential."

31.3.2 Proprietary Information disclosed by Licensee to the Town, or its constituent departments shall be regarded as Proprietary as to third parties. If the Town receives a request to disclose such information, the Town shall notify Licensee of such request and allow Licensee a reasonable opportunity to defend its information from disclosure.

31.3.3 Information that is already in the public domain shall not be considered Proprietary Information. If public domain information is included with Proprietary Information on the same document, the Town shall only disclose those portions within the public domain.

31.3.4 Notwithstanding any provision in this License, Licensee acknowledges and understands that the Town is subject to the disclosure requirements of Arizona's Public Records Law (A.R.S. § 39-121 *et seq*).

31.4 Reports. Upon request and subject to any necessary confidentiality requirements, Licensee shall provide to Town copies of any communications and reports submitted by Licensee to the FCC or any other federal or state regulatory commission or agency having jurisdiction in respect to any matters directly affecting enforcement of this Agreement.

SECTION 32. Penalties for Violation of Terms

32.1 Cumulative Remedies. Town may pursue any remedy at law, including but not limited to injunctive relief, civil trespass, and withholding other Town permits and authorizations until Licensee complies with the terms of the License, Agreement or the applicable law. Such remedies are cumulative and may be pursued in the alternative.

32.2 No Special Damages. Neither party will be liable under this Agreement for lost revenues or indirect, special, incidental, consequential, exemplary, or punitive damages, even if the party knew or should have known that such damages were possible and even if direct damages do not satisfy a remedy.

SECTION 33.RESERVED .

SECTION 34. Revocation/Termination

34.1 Early Termination. The License granted hereunder may be revoked and/or the Agreement terminated prior to its date of expiration by the Town for the following reasons:

- 34.1.1 Licensee fails to comply with the material terms and conditions of the Agreement or applicable law, including, but not limited to, failing to maintain any insurance, security fund, letter of credit, and/or a performance bond.
- 34.1.2 Licensee fails to make payments in the amounts and at the time specified in this Agreement after a final determination that the payments were owed.
- 34.1.3 Licensee ceases doing business in the Town.
- 34.1.4 Licensee fails to provide current, accurate as-built plans and maps showing the location of all Facilities installed or constructed in the Town.
- 34.1.5 Licensee is or becomes insolvent or is a party to a voluntary or involuntary bankruptcy, reorganization, or receivership case or proceeding, makes an assignment for the benefit of creditors, is subject to other actions by creditors that, in the reasonable, good faith opinion of the Town, threaten the financial viability of Licensee as a going concern, or if there is any similar action that affects Licensee's capability to perform its obligations under this License and/or Agreement.
- 34.1.6 Licensee fails to obtain or maintain any licenses, permits, or other governmental approvals pertaining to the ROW or timely pay any taxes pertaining to the ROW.
- 34.1.7 A court has issued an injunction that in any way prevents or restrains Licensee's use of any portion of the ROW and remaining in force for a period of at least 30 consecutive days.

34.2 Cure Period. Before terminating the Agreement under Sections 34.1.1, 34.1.2, 34.1.4, and 34.1.6, the Town Manager or a designee, shall give prior written notice to Licensee of the defect in performance and give Licensee 60 days within which to cure the defect in performance.

34.3 Cure Period Waived for Misconduct. The Town need not provide a 60-day cure period prior to termination if the Town finds that the defect in performance under the Agreement is due to intentional misconduct, is a violation of criminal law, or is a part of a pattern of repeated and persistent violations where Licensee has already had notice and opportunity to cure.

34.4 Manager Authority. The Town Manager has the authority to terminate, subject to Licensee's right to notice and cure where provided, this License and/or Agreement.

34.5 Hearing Prior to Revocation of License. Prior to the revocation or refusal to renew the License, the Town will hold a hearing if requested by Licensee.

34.6 Termination by Mutual Agreement. This License and/or Agreement may be terminated prior to its date of expiration by Licensee by providing the Town with 90 days written notice and only upon making arrangements satisfactory with the Town Engineer to remove all Licensee's Facilities from public property and the ROW, unless the Town Engineer agrees in writing to allow Licensee to abandon part or all of its Facilities in place. If the Town Engineer agrees to allow Licensee to abandon its Facilities in place, the ownership of such Facilities, including everything permitted by Town to be abandoned in place, shall transfer to Town and Licensee shall cooperate to execute any documents necessary to accomplish such transfer within 30 days of such allowance of abandonment.

34.7 Equipment Removal. Notwithstanding anything in Section 34.6 above, upon termination of this Agreement, Licensee shall remove all of its optical repeaters, DWDM and CWDM multiplexers, antennae, fiber optic cables, wires, and related equipment within ninety (90) days.

SECTION 35. Non-use/Abandonment of the Facilities

35.1 Removal on Abandonment. An "Abandoned Facility" will mean a Facility no longer in service or physically disconnected from a portion of the operating Facility or from any other Facility that is in use or still carries service. If Licensee ceases to provide services or abandons use of any of its Facilities, upon cancellation or termination of the Agreement, Licensee shall notify the Town and may, subject to the Town's approval, permanently abandon the Facilities in place. In such event, the Town, at its option, may acquire ownership of the Facilities. In lieu of permanent abandonment, the Town may require Licensee, to the reasonable satisfaction of the Town and without cost or expense to the Town, to promptly remove the Facilities and to restore the public property and ROW to a reasonable condition under the supervision of the Town.

35.2 Town Property. Upon permanent abandonment, if the Town does not require removal, Licensee shall submit to the Town a proposal and instruments for transferring ownership to the Town. Any such Facilities, which are not removed as required by the Town within ninety (90) days of either such date of termination or cancellation or of the date the Town issued a permit authorizing removal, whichever is later, automatically shall become the property of the Town. Licensee will notify the Arizona Blue Stake Center to record the Facilities that have been abandoned.

35.3 Title to Property. Title to any and all personal property installed by Licensee upon the ROW that is not removed during the period set forth in Section 35.2 shall automatically vest in Town.

35.4 On-going Use. Nothing in Section 35.1 shall be deemed to require Licensee to remove Facilities that the Licensee uses for the provision of services other than Telecommunications Services or Interstate Telecommunications Services, so long as such use of Facilities for the provisions of the ongoing other services is authorized by the Town.

SECTION 36. Cancellation for Conflict of Interest

This Agreement is governed by A.R.S. § 38-511, which is incorporated herein by reference.

SECTION 37. Gratuities

Town may, by written notice, terminate this Agreement, in whole or in part, if Town determines that employment or a gratuity was offered or made by Licensee or a representative of Licensee to any officer or employee of Town for the purpose of influencing the outcome of the procurement or securing the Agreement, an amendment to the Agreement, or favorable treatment concerning the Agreement, including the making of any determination or decision about Agreement performance. Town, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by Licensee.

SECTION 38. Condemnation

38.1 Generally. The following shall govern any condemnation of any part of or interest in the area used and/or occupied by Licensee and any conveyance to Town or another condemnor in avoidance or settlement of condemnation or a threat of condemnation:

38.1.1 Termination for Condemnation. This Agreement shall terminate as to the portion taken on the date that is the earlier of the date title vests in the condemnor, or the date upon which the condemnor is let into possession.

38.1.2 Power to Condemn. Licensee acknowledges that Town and others from time to time may sue and exercise its power to condemn the area used by Licensee or any interest therein or rights thereto.

38.1.2.1 Town reserves the right of condemnation or eminent domain over the area used and/or occupied by Licensee. Town does not warrant that it will not condemn the area(s) used and/or occupied by Licensee during the term of this Agreement, but Town does not presently have intentions to condemn such area(s).

38.1.2.2 Town also reserves the right through its powers of eminent domain to acquire all or any portion of the Facilities owned by Licensee in accordance with the applicable conditions set forth in the Arizona Revised Statutes. However, under no circumstances shall any valuation be made for any right or privilege granted by this Agreement should the Town acquire the property of Licensee.

SECTION 39. Notice

39.1 All notices shall be in writing and transmitted through the U.S. certified or registered mail, postage prepaid, by means of prepaid private delivery systems, or by facsimile or email transmission showing a valid delivery receipt if a hard copy of the same is followed by delivery through the U.S. mail or by private delivery systems, addressed as follows:

TOWN OF CAMP VERDE:

Town of Camp Verde
Attn: Town Manager
473 South Main Street, Suite 102
Camp Verde, Arizona 86322

With copy to:

Pierce Coleman PLLC
Attention: Trish Stuhan, Esq.
Town Attorney
17851 N. 85th St Suite 175
Scottsdale, Arizona 85255

LICENSEE:

With copy to:

39.2 Notices shall be deemed sufficiently given and served if delivered personally or by email transmission, the first (1st) business day after deposit if sent by private delivery systems and the fifth (5) business day after deposit in U.S. Mail.

39.3 Either party may from time to time designate any other address for this purpose by written notice to the other party in the manner set forth above. Licensee shall notify the Town within ten (10) business days of any change in address.

SECTION 40. Governing Law

It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Arizona. Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement shall be instituted only in Yavapai County, Arizona.

SECTION 41. Partial Invalidity

If any section, paragraph, subdivision, clause, phrase or provision of this Agreement shall be adjudged invalid or unenforceable, or is preempted by federal or state laws or regulations, the same shall not affect the validity of this Agreement as a whole or any part of the provisions of this Agreement other than the part adjudged to be invalid, unenforceable or preempted.

SECTION 42. No Warranty

42.1 As to License. The issuance of a license, permit or other authorization by the Town is not a representation or warranty that such license, permit, or authorization is a legally sufficient substitute for a franchise, and is not a representation of warranty that a franchise is not required.

42.2 As to ROW. LICENSEE ACKNOWLEDGES AND AGREES THAT TOWN DOES NOT WARRANT THE CONDITION OR SAFETY OF ITS ROW OR THE PREMISES SURROUNDING THE SAME, AND LICENSEE HEREBY ASSUMES ALL RISKS OF ANY DAMAGE, INJURY OR LOSS OF ANY NATURE WHATSOEVER CAUSED BY OR IN CONNECTION WITH THE USE OF ANY TOWN ROW.

SECTION 43. Non-Waiver

Neither party shall be excused from complying with any of the terms and conditions of this Agreement by any failure of the other party upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

SECTION 44. Remedies Not Exclusive

The remedies set forth in this License and Agreement are not exclusive. Election of one remedy does not preclude the use of other remedies.

SECTION 45. Force Majeure

With respect to any provision of this Agreement, the violation or non-compliance of which could result in the imposition of a financial penalty, liquidated damages, forfeiture or other sanction upon Licensee, such violation or non-compliance shall be excused where such violation or non-compliance is the result of acts of God, war, civil disturbance, strike or other labor unrest, or other events, the occurrence of which was not reasonably foreseeable by Licensee and is beyond its reasonable control.

SECTION 46. Dispute Resolution

In the event of a dispute between the Parties regarding a provision of this Agreement, a Party's performance of its obligations as stated in this Agreement or any other matter governed by the terms of this Agreement, the Parties shall meet in good faith to attempt to resolve the dispute, and may use mediation to facilitate such resolution, with any costs of mediation to be shared equally by the Parties. If the dispute is not resolved within a reasonable time, the disputing Parties shall be free to use other remedies such as litigation to resolve the dispute.

SECTION 47. Exhibits

All Exhibits referred to in this Agreement and any addenda, attachments, and schedules which may, from time to time, be referred to in any duly executed amendment to this Agreement are by such reference incorporated in this Agreement and shall be deemed a part of this Agreement.

SECTION 48. Survival of Liability

All obligations of Licensee and Town hereunder and all warranties and indemnities of Licensee hereunder shall survive termination of this Agreement.

SECTION 49. Complete Agreement

This Agreement, including any Exhibits, are incorporated into this Agreement and all of which constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements whether written or oral.

SECTION 50. Modification or Amendment

This Agreement cannot be modified or amended except in writing signed by both Parties.

SECTION 51. Incorporation of Recitals

The recitals set forth above are hereby incorporated into this Agreement by this reference as if fully set forth herein.

[SIGNATURES ON FOLLOWING PAGE]

Town of Camp Verde, Arizona,
an Arizona municipal corporation

Licensee: _____,
a _____

By _____
Mayor

By _____
Title: _____

ATTEST:

ATTEST:

Town Clerk

Title: _____

APPROVED AS TO FORM

Town Attorney

EXHIBIT A

Map of Use Areas

The map contained within this Exhibit is considered confidential and proprietary. The map will be kept on file in the appropriate Town office and will be release publicly only pursuant to Section 31 of this Agreement.

Exhibit B

Insurance Certificate

[See following page(s).]

[Page intentionally left blank]

**MEETING DATE:** November 19, 2025**AGENDA ITEM TYPE:**

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

REQUESTING DEPARTMENT: Public Works **STAFF RESOURCE:** Martin Smith, CIP Project Manager**AGENDA TITLE:** Discussion, consideration, and possible award of bid for the Community Park Irrigation System Replacement project to Joshua Tree Landscaping in an amount not to exceed \$70,000.**ATTACHED DOCUMENTS:**

- Proposal from Joshua Tree Landscaping

ESTIMATED PRESENTATION TIME: 5 minutes **ESTIMATED DISCUSSION TIME:** 5 minutes**REVIEWED BY:**

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

FINANCIAL REVIEW (if applicable):

- Funding Source: 03-800-20-804000
- Approved in the FY26 Budget? ☒ Yes ☐ No ☐ N/A ☐ Other:
- Is this an approved CIP Project? ☒ Yes ☐ No ☐ N/A ☐ Other:

BACKGROUND INFORMATION:

The existing irrigation system at Community Park has reached the end of its useful life and is now experiencing frequent and costly failures due to extensive corrosion of the underground piping network. Over time, the system's infrastructure has deteriorated to the point where continued patching and repair are no longer practical or cost-effective. The recurring leaks and breakdowns have negatively affected both the usability and safety of the park, while also placing an increasing strain on Town maintenance staff and resources.

Currently, the irrigation system operates manually, requiring Maintenance Department staff to physically connect hoses and activate sprinkler heads each time watering is needed. This process is both labor-intensive and inefficient, diverting staff time away from other essential maintenance activities and limiting the Town's ability to ensure consistent park irrigation.

To address these issues, the Town entered into a design-build contract with Joshua Tree & Landscaping in June 2025 to design and construct a new, fully automated irrigation system for Community Park. The system has been designed with dual functionality to provide flexibility, reliability, and sustainability. During the summer irrigation season, the park will be watered using effluent water from the existing irrigation ditch system. When the ditch is shut down for maintenance or when effluent water is unavailable, the system can be easily converted to potable water through the operation of two valves.

This dual-source configuration will ensure uninterrupted irrigation capability and help maintain healthy, green turf conditions year-round. In addition, the programmable automated control system will enhance



TOWN COUNCIL AGENDA INFORMATION MEMORANDUM

operational efficiency by providing consistent, scheduled watering and optimizing water use based on seasonal and environmental conditions.

The design phase has been completed, and the contractor is prepared to proceed into construction. The approved FY26 budget allocates \$150,000 for this project, inclusive of both design and construction costs. To date, the Town has expended \$8,900 for the design phase. Joshua Tree & Landscaping has submitted a proposal in the amount of \$58,404.33 to complete the construction work.

Staff recommends the inclusion of a modest contingency fund to address any unforeseen conditions or minor design adjustments that may arise during construction. The contractor anticipates completing all work by mid-December, which will allow the project to be finalized prior to the onset of freezing temperatures and ensure the park remains in optimal condition for public use.

CONNECTION TO THE FY25-FY30 STRATEGIC PLAN

This project complies with the Community Infrastructure section described in the Strategic Plan.

QUESTION(S) BEFORE THE COUNCIL:

- Does the Council have any questions for Staff?

MOTION:

Move to **APPROVE** awarding the bid for the Community Park Irrigation System Replacement project to Joshua Tree Landscaping in an amount not to exceed \$70,000

OR

Move to **DENY** awarding the bid for the Community Park Irrigation System Replacement project to Joshua Tree Landscaping

Estimate

Date	Estimate #
8/5/2025	395

Name / Address
TOWN OF CAMP VERDE 395 S MAIN ST CAMP VERDE, AZ 86322

Project

Description	Total
SITE WORK AT 75 EAST HOLLAMON ST., CAMP VERDE, AZ 86322 INSTALL AUTOMATIC SPRINKLER SYSTEM TO BALL FIELD AS PER PLAN i 1-2 PROVIDED BY THE JOSHUA TREE LANDSCAPE SERVICES, BUT APPROVED BY THE TOWN OF CAMP VERDE. NOTE: SHADE ALL TRENCHES WITH CLEAN FILL NOTE: WATER MAIN SUPPLY AND POWER SUPPLIED BY TOWN OF CAMP VERDE NOTE: UPGRADE TO RAINBIRD ESP IRRIGATION CONTROLLER, WITH PEDESTAL, TRACER WIRE ON ALL SPRINKLER LINES IN MAIN BALL FIELD, APPROX 2100 LN FT OF 14 GAUGE	54,890.00T
PURCHASER ACKNOWLEDGES that the printed provisions attached to this proposal have been fully read, understood and agreed to and the same constitutes an integral and essential part of this proposal as if set forth herein above purchasers' signature. It is agreed that both pages of this document constitute the entire proposal between the parties and that no other warranties, representations, agreements or understandings of any nature have been made orally or in writing. There will be a 10% cancelation fee for work canceled after signing of this agreement. ACCEPTED this _____ day of _____, 20____. SIGNATURE _____ A deposit of 30% down is due in order to be placed on the landscape schedule. A payment of 30% upon the start of work, 30% due at completion of 3/4 of the work with the balance due upon completion of the work.	

Phone #	Fax #	Web Site
928-587-4064	928-587-9388	www.joshuaafreescape.com

Sales Tax (6.4025%)	\$3,514.33
Total	\$58,404.33